



City of Palo Alto

City Council Staff Report

(ID # 6365)

Report Type: Consent Calendar

Meeting Date: 12/14/2015

Summary Title: Approval of Compliance Program Costs and Minimum Wage Rate

Title: Approval of a Contract for Prevailing and Minimum Wage Contract Compliance Program in the Amount of \$189,000, Adoption of Resolution Increasing Palo Alto SEIU Hourly and Limited Hourly Employee Wage Rates to Reflect Implementation of City's Minimum Wage Ordinance and Adoption of a Related Budget Amendment Ordinance

From: City Manager

Lead Department: Administrative Services

Recommendation

Staff recommends that the Council:

- 1) Approve and authorize City Manager or designee to execute the attached contract amendment for prevailing and minimum wage compliance functions (Attachment A);
- 2) Approve the resolution for amending the wage rates adding a new minimum wage (Attachment B) and
- 3) Approve the attached budget amendment ordinance (BAO) to increase the budget for prevailing and minimum wage and disadvantaged business enterprise compliance activities (Attachment C).

Background

The Council passed a resolution on prevailing wage on December 1, 2014. The resolution requires that prevailing wage be paid on City construction projects to ensure the City has access to state and federal grant funding and to be in compliance with State Senate Bill 7 from 2013.

On October 19, 2015 Council passed an ordinance setting a minimum wage of \$11.00 per hour for people working in Palo Alto effective January 1, 2016.

Both prevailing wage and minimum wage require monitoring, oversight and a level of enforcement. Since early 2015 staff has been working to comply with prevailing wage on city projects. Prevailing wage requirements have been included in City bidding documents. As such, vendors have been required to pay prevailing wages on City projects. It's the role of the

City to monitor and ensure that vendors are complying with state prevailing wage requirements and that employers in the City comply with the new minimum wage requirements.

In October staff provided in-house training to City project managers on the process of ensuring compliance with prevailing wage. Additionally, in October the City contracted with an experienced prevailing and minimum wage expert to help develop the City's prevailing and minimum wage programs and establish an effective compliance process. The compliance function is common in cities that have a large volume of projects that must comply with prevailing wage and disadvantaged business enterprise laws. Initial funding for the temporary compliance position in the amount of \$35,000 was funded from the City Manager's Contingency Account.

Discussion

The contract for the compliance function allows the City to actively enforce prevailing wage requirements for City projects as required by State law and to establish the minimum wage compliance function. The compliance contractor will review pay records from vendors, conduct training for city staff, make site visits to construction sites and take enforcement action as needed. During the next six to twelve months, with the help of the compliance contractor, staff will evaluate the level of resources needed to maintain an active compliance program on an ongoing basis. Staff expects to return to Council during the FY2017 budget period with a recommendation of permanent resources needed to support a prevailing and minimum wage compliance program.

During the month of August 2015 ASD/Purchasing solicited staffing agencies that were identified as capable of providing compliance services to assist with developing and instituting minimum and prevailing wage, and Disadvantaged Business Enterprise (DBE) programs. Of the responses received only one staffing agency was able to offer experienced wage and hour compliance services (see bidders list; Attachment D). This contractor has exceptional experience and knowledge of the three areas we seek to establish compliance enforcement for the City.

The City is also required to oversee a Disadvantaged Business Enterprise (DBE) program. The City is subject to DBE requirements when using federal funds. The largest recipient of federal funds for contracts is the Palo Alto Airport. Administration of DBE involves outreach events, disparity studies and reporting.

For minimum wage compliance the City has contracted with the City of San Jose Office of Equality Assurance. The contract is in the amount of \$20,000 and provides compliant review and follow-up services. The contract with San Jose does not require Council approval since it is under the Council approval threshold of \$85,000, however the contract document is attached for reference (Attachment E). It's important to point out that the California Department of Industrial Relations also has oversight and enforcement powers for ensuring minimum wage compliance statewide.

By December 1, 2015, the City will send information to employers that do business in the City of Palo Alto outlining the minimum wage requirements. This information will also be made available on the City's website.

The City of Palo Alto has eleven classifications that have a starting hourly rate that is below \$11 an hour. There is currently one employee in the SEIU Hourly group and 59 employees in the Limited Hourly group who are earning below \$11 per hour. The City will be adjusting the hourly rate for these employees to comply with the new minimum wage requirement. In addition, the City will be adjusting the pay ranges for these classifications such that the lowest step in the range complies with the new minimum wage requirement. In addition, the City will be adjusting the pay range for these classifications, as well as the minimum hourly rate for General Laborer, Journey Level Laborer and Management Specialist, such that the lowest hourly rate in the range complies with the new minimum wage requirement. This means that in total, an adjustment will be made to the hourly rate of 76 employees. All new employees hired into these classifications will be hired at or above \$11 per hour. The City has met and conferred with SEIU-H on this matter. Lastly, in order to be compliant with the CalPERS requirement that pay schedules include pay amounts within a publicly available pay schedule, a minimum and maximum hourly rate has been set for the Inspector, General Laborer, Journey Level Laborer and Management Specialist classifications. The fiscal impact of these changes is estimated to be \$20,000. Below is a table showing the change in the hourly rates.

SEIU Hourly Group							
	Job Code	Title	Step 1	Step 2	Step 3	Step 4	Step 5
Current Hourly Rates	9008	Instructor Aide - H	9.89	10.41	10.96	11.54	12.15
	9019	Recreation Aide - H	9.89	10.41	10.96	11.54	12.15
	9020	Recreation Leader I - H	9.89	10.41	10.96	11.54	12.15
	9026	Arts & Science Aide - H	9.66	10.17	10.71	11.27	11.86
	9035	General Laborer-H	Min 10.00	Max TBD			
	9033	Journey Level - H	Min 10.00	Max TBD			
	9033	Inspector -H	Min 26.87	Max TBD			
Proposed Hourly Rates	9008	Instructor Aide - H	11.00	11.58	12.19	12.83	13.51
	9019	Recreation Aide - H	11.00	11.58	12.19	12.83	13.51
	9020	Recreation Leader I - H	11.00	11.58	12.19	12.83	13.51
	9026	Arts & Science Aide - H	11.00	11.58	12.19	12.83	13.51
	9035	General Laborer-H	Min 11.00	Max 60.00			
	9033	Journey Level - H	Min 11.00	Max 80.00			
	9033	Inspector -H	Min 11.00	Max 60.00			

Limited Hourly Group							
	Job Code	Title	Step 1	Step 2	Step 3	Step 4	Step 5
Current Hourly Rates	921	Instructor Aide	9.89	10.41	10.96	11.54	12.15
	940	Recreation Aide	9.89	10.41	10.96	11.54	12.15
	941	Recreation Leader I	9.89	10.41	10.96	11.54	12.15
	954	Arts & Science Aide	9.66	10.17	10.71	11.27	11.86
	972	Management Specialist	Min 10.00	Max TBD			
Proposed Hourly Rates	921	Instructor Aide - H	11.00	11.58	12.19	12.83	13.51
	940	Recreation Aide - H	11.00	11.58	12.19	12.83	13.51
	941	Recreation Leader I - H	11.00	11.58	12.19	12.83	13.51
	954	Arts & Science Aide – H	11.00	11.58	12.19	12.83	13.51
	972	Management Specialist	Min 11.00	Max 100.00			

Timeline/Next Steps

Over the next six-to-twelve months the City will rely on a contractor to establish and coordinate compliance functions. During this time the contractor will monitor and take action on all compliance matters as well as layout new processes and evaluate the resource needs for the

ongoing compliance program Staff expects to return to Council during the FY2017 budget process to recommend permanent funding for the compliance program.

Resource Impact

Staff estimates total funding for the next twelve months, starting in January, of \$213,000 as outlined in the table below. The attached budget amendment ordinance includes an additional amount of \$35,000 to be returned to the City Manager’s contingency account for a total of \$248,000. These costs were derived once the full scope of activities for prevailing wage, minimum wage and DBE compliance were assessed.

Summary of Costs

Contract compliance services (1 year) (The full contract amount is \$189,000, however \$35,000 of the contract was already funded via the City Manager’s contingency.)	\$154,000
San Jose Minimum Wage Contract	\$20,000
Wage Compliance Software (hosted)	\$25,000
Training, outreach and related costs	<u>\$14,000</u>
Total	\$213,000

For Fiscal Year 2016, the additional costs for SEIU hourly positions is expected to be absorbed within department budgets from vacancy savings. For Fiscal Year 2017, department budgets will be adjusted given the new salary ranges for the effected positions.

Policy Implications

Recommendations outlined in this staff report are consistent with Council policies on minimum wage and prevailing wage.

Environmental Review

These actions are not considered a project for the purposes of the California Environmental Quality Act.

Attachments:

- Attachment A: Contract S16161970 Compliance Services (PDF)
- Attachment B: Reso Amending Salary Schedules for Hourly & SEIU RE: Minimum Wage (PDF)
- Attachment C: BAO - Contract Compliance Program (DOCX)
- Attachment D: Bidders List (DOCX)
- Attachment E: San Jose Compliance Services(PDF)

**CITY OF PALO ALTO CONTRACT NO.S16161970 AGREEMENT BETWEEN
THE CITY OF PALO ALTO AND MATERIALS & CONTRACT SERVICES
FOR PROFESSIONAL SERVICES**

This Agreement is entered into on this 15th day of October, 2015, (“Agreement”) by and between the CITY OF PALO ALTO, a California chartered municipal corporation (“CITY”), and MATERIAL AND CONTRACT SERVICES, INC., a California corporation, located at 5820 Stoneridge Mall, Pleasanton, CA 94588 (“CONSULTANT”).

RECITALS

The following recitals are a substantive portion of this Agreement.

A. CITY intends to seek a temporary Compliance Officer (“Project”) and desires to engage a consultant to provide staffing services in connection with the Project (“Services”).

B. CONSULTANT has represented that it has the necessary professional expertise, qualifications, and capability, and all required licenses and/or certifications to provide the Services.

C. CITY in reliance on these representations desires to engage CONSULTANT to provide the Services as more fully described in Exhibit “A”, attached to and made a part of this Agreement.

NOW, THEREFORE, in consideration of the recitals, covenants, terms, and conditions, in this Agreement, the parties agree:

AGREEMENT

SECTION 1. SCOPE OF SERVICES. CONSULTANT shall perform the Services described at Exhibit “A” in accordance with the terms and conditions contained in this Agreement. The performance of all Services shall be to the reasonable satisfaction of CITY.

Optional On-Call Provision (This provision only applies if checked and only applies to oncall agreements.)

Services will be authorized by CITY, as needed, with a Task Order assigned and approved by CITY’s Project Manager. Each Task Order shall be in substantially the same form as Exhibit A-1. Each Task Order shall designate a CITY Project Manager and shall contain a specific scope of work, a specific schedule of performance and a specific compensation amount. The total price of all Task Orders issued under this Agreement shall not exceed the amount of Compensation set forth in Section 4 of this Agreement. CONSULTANT shall only be compensated for work performed under an authorized Task Order and CITY may elect, but is not required, to authorize work up to the maximum compensation amount set forth in Section 4.

SECTION 2. TERM. The term of this Agreement shall be from the date of its full execution through October 14, 2016 unless terminated earlier pursuant to Section 19 of this Agreement.

SECTION 3. SCHEDULE OF PERFORMANCE. Time is of the essence in the performance of Services under this Agreement. CONSULTANT shall complete the Services within the term of this Agreement and in accordance with the schedule set forth in Exhibits “A” and “B”, attached to and made a part of this Agreement. Any Services for which times for performance are not specified in this Agreement shall be commenced and completed by CONSULTANT in a reasonably prompt and timely manner based upon the circumstances and direction communicated to the CONSULTANT. CITY’s agreement to extend the term or the schedule for performance shall not preclude recovery of damages for delay if the extension is required due to the fault of CONSULTANT.

SECTION 4. NOT TO EXCEED COMPENSATION. The compensation to be paid to CONSULTANT for performance of the Services described in Exhibit “A”, including both payment for professional services and reimbursable expenses, shall not exceed eighty-four thousand dollars (\$84,000.00). The applicable rates and schedule of payment are set out at Exhibit “C-1”, entitled “HOURLY RATE SCHEDULE,” which is attached to and made a part of this Agreement.

Additional Services, if any, shall be authorized in accordance with and subject to the provisions of Exhibit “C”. CONSULTANT shall not receive any compensation for Additional Services performed without the prior written authorization of CITY. Additional Services shall mean any work that is determined by CITY to be necessary for the proper completion of the Project, but which is not included within the Scope of Services described at Exhibit “A”.

SECTION 5. INVOICES. In order to request payment, CONSULTANT shall submit monthly invoices to the CITY describing the services performed and the applicable charges (including an identification of personnel who performed the services, hours worked, hourly rates, and reimbursable expenses), based upon the CONSULTANT’s billing rates (set forth in Exhibit “C-1”). If applicable, the invoice shall also describe the percentage of completion of each task. The information in CONSULTANT’s payment requests shall be subject to verification by CITY. CONSULTANT shall send all invoices to the City’s project manager at the address specified in Section 13 below. The City will generally process and pay invoices within thirty (30) days of receipt.

SECTION 6. QUALIFICATIONS/STANDARD OF CARE. All of the Services shall be performed by CONSULTANT or under CONSULTANT’s supervision. CONSULTANT represents that it possesses the professional and technical personnel necessary to perform the Services required by this Agreement and that the personnel have sufficient skill and experience to perform the Services assigned to them. CONSULTANT represents that it, its employees and subconsultants, if permitted, have and shall maintain during the term of this Agreement all licenses, permits, qualifications, insurance and approvals of whatever nature that are legally required to perform the Services.

All of the services to be furnished by CONSULTANT under this agreement shall meet the professional standard and quality that prevail among professionals in the same discipline and of similar knowledge and skill engaged in related work throughout California under the same or similar circumstances.

SECTION 7. COMPLIANCE WITH LAWS. CONSULTANT shall keep itself informed of and in compliance with all federal, state and local laws, ordinances, regulations, and orders that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this Agreement. CONSULTANT shall procure all permits and licenses, pay all charges and fees, and give all notices required by law in the performance of the Services.

SECTION 8. ERRORS/OMISSIONS. CONSULTANT shall correct, at no cost to CITY, any and all errors, omissions, or ambiguities in the work product submitted to CITY, provided CITY gives notice to CONSULTANT. If CONSULTANT has prepared plans and specifications or other design documents to construct the Project, CONSULTANT shall be obligated to correct any and all errors, omissions or ambiguities discovered prior to and during the course of construction of the Project. This obligation shall survive termination of the Agreement.

SECTION 9. COST ESTIMATES. If this Agreement pertains to the design of a public works project, CONSULTANT shall submit estimates of probable construction costs at each phase of design submittal. If the total estimated construction cost at any submittal exceeds ten percent (10%) of CITY's stated construction budget, CONSULTANT shall make recommendations to CITY for aligning the PROJECT design with the budget, incorporate CITY approved recommendations, and revise the design to meet the Project budget, at no additional cost to CITY.

SECTION 10. INDEPENDENT CONTRACTOR. It is understood and agreed that in performing the Services under this Agreement CONSULTANT, and any person employed by or contracted with CONSULTANT to furnish labor and/or materials under this Agreement, shall act as and be an independent contractor and not an agent or employee of CITY.

SECTION 11. ASSIGNMENT. The parties agree that the expertise and experience of CONSULTANT are material considerations for this Agreement. CONSULTANT shall not assign or transfer any interest in this Agreement nor the performance of any of CONSULTANT's obligations hereunder without the prior written consent of the city manager. Consent to one assignment will not be deemed to be consent to any subsequent assignment. Any assignment made without the approval of the city manager will be void.

SECTION 12. SUBCONTRACTING.

Option A: No Subcontractor: CONSULTANT shall not subcontract any portion of the work to be performed under this Agreement without the prior written authorization of the city manager or designee.

Option B: Subcontracts Authorized: Notwithstanding Section 11 above, CITY agrees that subconsultants may be used to complete the Services. The subconsultants authorized by CITY to perform work on this Project are:

CONSULTANT shall be responsible for directing the work of any subconsultants and for any compensation due to subconsultants. CITY assumes no responsibility whatsoever concerning compensation. CONSULTANT shall be fully responsible to CITY for all acts and omissions of a subconsultant. CONSULTANT shall change or add subconsultants only with the prior approval of the city manager or his designee.

SECTION 13. PROJECT MANAGEMENT. CONSULTANT will assign Mr. Kato Cooks as the project manager to have supervisory responsibility for the performance, progress, and execution of the Services and to represent CONSULTANT during the day-to-day work on the Project. If circumstances cause the substitution of the project director, project coordinator, or any other key personnel for any reason, the appointment of a substitute project director and the assignment of any key new or replacement personnel will be subject to the prior written approval of the CITY's project manager. CONSULTANT, at CITY's request, shall promptly remove personnel who CITY finds do not perform the Services in an acceptable manner, are uncooperative, or present a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property.

CITY's project manager is John Montenero, Administrative Services Department, Purchasing & Contracts Administration Division, 250 Hamilton Ave., Palo Alto, CA 94303, Telephone: 650-329-2300. The project manager will be CONSULTANT's point of contact with respect to performance, progress and execution of the Services. CITY may designate an alternate project manager from time to time.

SECTION 14. OWNERSHIP OF MATERIALS. Upon delivery, all work product, including without limitation, all writings, drawings, plans, reports, specifications, calculations, documents, other materials and copyright interests developed under this Agreement shall be and remain the exclusive property of CITY without restriction or limitation upon their use. CONSULTANT agrees that all copyrights which arise from creation of the work pursuant to this Agreement shall be vested in CITY, and CONSULTANT waives and relinquishes all claims to copyright or other intellectual property rights in favor of the CITY. Neither CONSULTANT nor its contractors, if any, shall make any of such materials available to any individual or organization without the prior written approval of the City Manager or designee. CONSULTANT makes no representation of the suitability of the work product for use in or application to circumstances not contemplated by the scope of work.

SECTION 15. AUDITS. CONSULTANT will permit CITY to audit, at any reasonable time during the term of this Agreement and for three (3) years thereafter, CONSULTANT's records pertaining to matters covered by this Agreement. CONSULTANT further agrees to maintain and retain such records for at least three (3) years after the expiration or earlier termination of this Agreement.

SECTION 16. INDEMNITY.

[Option A applies to the following design professionals pursuant to Civil Code Section 2782.8: architects; landscape architects; registered professional engineers and licensed professional land surveyors.] 16.1. To the fullest extent permitted by law, CONSULTANT

shall protect, indemnify, defend and hold harmless CITY, its Council members, officers, employees and agents (each an "Indemnified Party") from and against any and all demands, claims, or liability of any nature, including death or injury to any person, property damage or any other loss, including all costs and expenses of whatever nature including attorneys fees, experts fees, court costs and disbursements ("Claims") that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT, its officers, employees, agents or contractors under this Agreement, regardless of whether or not it is caused in part by an Indemnified Party.

[Option B applies to any consultant who does not qualify as a design professional as defined in Civil Code Section 2782.8.] 16.1. To the fullest extent permitted by law, CONSULTANT shall protect, indemnify, defend and hold harmless CITY, its Council members, officers, employees and agents (each an "Indemnified Party") from and against any and all demands, claims, or liability of any nature, including death or injury to any person, property damage or any other loss, including all costs and expenses of whatever nature including attorneys fees, experts fees, court costs and disbursements ("Claims") resulting from, arising out of or in any manner related to performance or nonperformance by CONSULTANT, its officers, employees, agents or contractors under this Agreement, regardless of whether or not it is caused in part by an Indemnified Party.

16.2. Notwithstanding the above, nothing in this Section 16 shall be construed to require CONSULTANT to indemnify an Indemnified Party from Claims arising from the active negligence, sole negligence or willful misconduct of an Indemnified Party.

16.3. The acceptance of CONSULTANT's services and duties by CITY shall not operate as a waiver of the right of indemnification. The provisions of this Section 16 shall survive the expiration or early termination of this Agreement.

SECTION 17. WAIVERS. The waiver by either party of any breach or violation of any covenant, term, condition or provision of this Agreement, or of the provisions of any ordinance or law, will not be deemed to be a waiver of any other term, covenant, condition, provisions, ordinance or law, or of any subsequent breach or violation of the same or of any other term, covenant, condition, provision, ordinance or law.

SECTION 18. INSURANCE.

18.1. CONSULTANT, at its sole cost and expense, shall obtain and maintain, in full force and effect during the term of this Agreement, the insurance coverage described in Exhibit "D". CONSULTANT and its contractors, if any, shall obtain a policy endorsement naming CITY as an additional insured under any general liability or automobile policy or policies.

18.2. All insurance coverage required hereunder shall be provided through carriers with AM Best's Key Rating Guide ratings of A-:VII or higher which are licensed or authorized to transact insurance business in the State of California. Any and all contractors of CONSULTANT retained to perform Services under this Agreement will obtain and maintain, in full force and effect during the term of this Agreement, identical insurance coverage, naming CITY as an additional insured under such policies as required above.

18.3. Certificates evidencing such insurance shall be filed with CITY concurrently with the execution of this Agreement. The certificates will be subject to the approval of CITY's Risk Manager and will contain an endorsement stating that the insurance is primary coverage and will not be canceled, or materially reduced in coverage or limits, by the insurer except after filing with the Purchasing Manager thirty (30) days' prior written notice of the cancellation or modification. If the insurer cancels or modifies the insurance and provides less than thirty (30) days' notice to CONSULTANT, CONSULTANT shall provide the Purchasing Manager written notice of the cancellation or modification within two (2) business days of the CONSULTANT's receipt of such notice. CONSULTANT shall be responsible for ensuring that current certificates evidencing the insurance are provided to CITY's Chief Procurement Officer during the entire term of this Agreement.

18.4. The procuring of such required policy or policies of insurance will not be construed to limit CONSULTANT's liability hereunder nor to fulfill the indemnification provisions of this Agreement. Notwithstanding the policy or policies of insurance, CONSULTANT will be obligated for the full and total amount of any damage, injury, or loss caused by or directly arising as a result of the Services performed under this Agreement, including such damage, injury, or loss arising after the Agreement is terminated or the term has expired.

SECTION 19. TERMINATION OR SUSPENSION OF AGREEMENT OR SERVICES.

19.1. The City Manager may suspend the performance of the Services, in whole or in part, or terminate this Agreement, with or without cause, by giving ten (10) days prior written notice thereof to CONSULTANT. Upon receipt of such notice, CONSULTANT will immediately discontinue its performance of the Services.

19.2. CONSULTANT may terminate this Agreement or suspend its performance of the Services by giving thirty (30) days prior written notice thereof to CITY, but only in the event of a substantial failure of performance by CITY.

19.3. Upon such suspension or termination, CONSULTANT shall deliver to the City Manager immediately any and all copies of studies, sketches, drawings, computations, and other data, whether or not completed, prepared by CONSULTANT or its contractors, if any, or given to CONSULTANT or its contractors, if any, in connection with this Agreement. Such materials will become the property of CITY.

19.4. Upon such suspension or termination by CITY, CONSULTANT will be paid for the Services rendered or materials delivered to CITY in accordance with the scope of services on or before the effective date (i.e., 10 days after giving notice) of suspension or termination; provided, however, if this Agreement is suspended or terminated on account of a default by CONSULTANT, CITY will be obligated to compensate CONSULTANT only for that portion of CONSULTANT's services which are of direct and immediate benefit to CITY as such determination may be made by the City Manager acting in the reasonable exercise of his/her discretion. The following Sections will survive any expiration or termination of this Agreement: 14, 15, 16, 19.4, 20, and 25.

19.5. No payment, partial payment, acceptance, or partial acceptance by CITY will operate as a waiver on the part of CITY of any of its rights under this Agreement.

SECTION 20. NOTICES.

All notices hereunder will be given in writing and mailed, postage prepaid, by certified mail, addressed as follows:

To CITY: Office of the City Clerk
City of Palo Alto
Post Office Box 10250
Palo Alto, CA 94303

With a copy to the Purchasing Manager

To CONSULTANT: Attention of the project director
at the address of CONSULTANT recited above

SECTION 21. CONFLICT OF INTEREST.

21.1. In accepting this Agreement, CONSULTANT covenants that it presently has no interest, and will not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the Services.

21.2. CONSULTANT further covenants that, in the performance of this Agreement, it will not employ subconsultants, contractors or persons having such an interest. CONSULTANT certifies that no person who has or will have any financial interest under this Agreement is an officer or employee of CITY; this provision will be interpreted in accordance with the applicable provisions of the Palo Alto Municipal Code and the Government Code of the State of California.

21.3. If the Project Manager determines that CONSULTANT is a "Consultant" as that term is defined by the Regulations of the Fair Political Practices Commission, CONSULTANT shall be required and agrees to file the appropriate financial disclosure documents required by the Palo Alto Municipal Code and the Political Reform Act.

SECTION 22. NONDISCRIMINATION. As set forth in Palo Alto Municipal Code section 2.30.510, CONSULTANT certifies that in the performance of this Agreement, it shall not discriminate in the employment of any person because of the race, skin color, gender, age, religion, disability, national origin, ancestry, sexual orientation, housing status, marital status, familial status, weight or height of such person. CONSULTANT acknowledges that it has read and understands the provisions of Section 2.30.510 of the Palo Alto Municipal Code relating to Nondiscrimination Requirements and the penalties for violation thereof, and agrees to meet all requirements of Section 2.30.510 pertaining to nondiscrimination in employment.

SECTION 23. ENVIRONMENTALLY PREFERRED PURCHASING AND ZERO WASTE REQUIREMENTS. CONSULTANT shall comply with the CITY's Environmentally Preferred Purchasing policies which are available at CITY's Purchasing Department,

incorporated by reference and may be amended from time to time. CONSULTANT shall comply with waste reduction, reuse, recycling and disposal requirements of CITY's Zero Waste Program. Zero Waste best practices include first minimizing and reducing waste; second, reusing waste and third, recycling or composting waste. In particular, CONSULTANT shall comply with the following zero waste requirements:

- All printed materials provided by CCONSULTANT to CITY generated from a personal computer and printer including but not limited to, proposals, quotes, invoices, reports, and public education materials, shall be double-sided and printed on a minimum of 30% or greater post-consumer content paper, unless otherwise approved by CITY's Project Manager. Any submitted materials printed by a professional printing company shall be a minimum of 30% or greater postconsumer material and printed with vegetable based inks.
- Goods purchased by CONSULTANT on behalf of CITY shall be purchased in accordance with CITY's Environmental Purchasing Policy including but not limited to Extended Producer Responsibility requirements for products and packaging. A copy of this policy is on file at the Purchasing Division's office.
- Reusable/returnable pallets shall be taken back by CONSULTANT, at no additional cost to CITY, for reuse or recycling. CONSULTANT shall provide documentation from the facility accepting the pallets to verify that pallets are not being disposed.

SECTION 24. NON-APPROPRIATION.

24.1. This Agreement is subject to the fiscal provisions of the Charter of the City of Palo Alto and the Palo Alto Municipal Code. This Agreement will terminate without any penalty (a) at the end of any fiscal year in the event that funds are not appropriated for the following fiscal year, or (b) at any time within a fiscal year in the event that funds are only appropriated for a portion of the fiscal year and funds for this Agreement are no longer available. This section shall take precedence in the event of a conflict with any other covenant, term, condition, or provision of this Agreement.

SECTION 25. MISCELLANEOUS PROVISIONS.

25.1. This Agreement will be governed by the laws of the State of California.

25.2. In the event that an action is brought, the parties agree that trial of such action will be vested exclusively in the state courts of California in the County of Santa Clara, State of California.

25.3. The prevailing party in any action brought to enforce the provisions of this Agreement may recover its reasonable costs and attorneys' fees expended in connection with that action. The prevailing party shall be entitled to recover an amount equal to the fair market value of legal services provided by attorneys employed by it as well as any attorneys' fees paid to third parties.

25.4. This document represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, and contracts, either written or oral. This document may be amended only by a written instrument, which is signed by the parties.

25.5. The covenants, terms, conditions and provisions of this Agreement will apply to, and will bind, the heirs, successors, executors, administrators, assignees, and consultants of the parties.

25.6. If a court of competent jurisdiction finds or rules that any provision of this Agreement or any amendment thereto is void or unenforceable, the unaffected provisions of this Agreement and any amendments thereto will remain in full force and effect.

25.7. All exhibits referred to in this Agreement and any addenda, appendices, attachments, and schedules to this Agreement which, from time to time, may be referred to in any duly executed amendment hereto are by such reference incorporated in this Agreement and will be deemed to be a part of this Agreement.

25.8 If, pursuant to this contract with CONSULTANT, CITY shares with CONSULTANT personal information as defined in California Civil Code section 1798.81.5(d) about a California resident (“Personal Information”), CONSULTANT shall maintain reasonable and appropriate security procedures to protect that Personal Information, and shall inform City immediately upon learning that there has been a breach in the security of the system or in the security of the Personal Information. CONSULTANT shall not use Personal Information for direct marketing purposes without City’s express written consent.

25.9 All unchecked boxes do not apply to this agreement.

//

//

//

//

//

//

//

25.10 The individuals executing this Agreement represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.

25.11 This Agreement may be signed in multiple counterparts, which shall, when executed by all the parties, constitute a single binding agreement

IN WITNESS WHEREOF, the parties hereto have by their duly authorized representatives executed this Agreement on the date first above written.

CITY OF PALO ALTO

DocuSigned by:

Carolynn Bisnett

05F70C5246D5417...

Contract Administrator

APPROVED AS TO FORM:

DocuSigned by:

Albert S Yang

15B6C45220134DC...

Senior Deputy City Attorney

MATERIAL AND CONTRACT SERVICES, INC.

DocuSigned by:

Dan P Plute

B1F65B7C9C8E42F...

President

Attachments:

- EXHIBIT "A": SCOPE OF WORK
- EXHIBIT "B": SCHEDULE OF PERFORMANCE
- EXHIBIT "C": COMPENSATION
- EXHIBIT "C-1": SCHEDULE OF RATES
- EXHIBIT "D": INSURANCE REQUIREMENTS

EXHIBIT "A"

SCOPE OF SERVICES

CONSULTANT will provide temporary contractor employment to work for the City for the project(s) set forth in this Scope of Services. Consultant's contractor employee will perform, but not be limited to the activities as part of this assignment;

CONTRACTOR will institute oversight for the City of Palo Alto's Compliance Programs, functioning as an objective body under the Administrative Services Department. The primary purpose of the position is to establish and ensure that all of the City's regulatory compliance requirements meet with the rules and regulations of local and over-arching federal/state agencies, as well as other possible areas of compliance, as may be assigned, e.g. the City's policies and procedures are being followed.

BACKGROUND:

The State of California passed SB7 / SB854 requiring municipalities to comply with prevailing wage and certified payroll requirements on construction related projects requiring a compliance enforcement program; The City of Palo Alto is required to meet compliance with regulatory requirements, like DBE goals, on federal and state grant funded projects requiring a compliance enforcement program; The City of Palo Alto has established its own Minimum Wage Ordinance also requiring a compliance enforcement program.

The City of Palo Alto currently has SAP for its ERP system, Planet Bids for its e-Procurement Purchasing and Contracts Management system. These systems may help serve as tools for the compliance enforcement of the required areas of compliance.

Contractor Compliance Officer will office within the Administration Services Department of Palo Alto City Hall and report to the Chief Procurement Office. Some local travel is required as the Compliance Officer will need to conduct field visits outside of the office to outlaying departments, job sights, and around the City as necessary.

DUTIES & RESPONSIBILITIES:

The Contractor Compliance Officer will help to develop, implement, test, roll-out and institute an effective set of compliance enforcement programs, inclusive of establishing the policies, systems and processes of monitoring, reviewing, evaluating and reporting on the compliance enforcement programs designated by the City of Palo Alto. The compliance enforcement programs to be instituted shall at a minimum meet regulatory requirements of Palo Alto City business requiring compliance and enforcement of the following: the State of California Department of Industrial Relation's (DIR) SB7/SB854 and CalTrans for prevailing wage ordinances; Federal Disadvantaged Business Enterprise (DBE) goals as applicable to grant funded City projects; The City's local Minimum Wage Ordinance in contract association with enforcement services from the City of San Jose, California; And any other local/state/federal compliance requirements the City may designate.

The Contractor Compliance Officer shall develop and ensure establishment of policy and procedures for meeting compliance objectives in coordination with ASD/Contracts Administration, City Manager's Office, and project managers of various City departments. Inclusive of how to remain current on the status of relevant compliance activities and to identify

trends to direct compliance issues to appropriate existing channels for investigation and resolution; Collaborate with other departments (e.g., Administrative Services, City Manager's Office, City Attorney's Office, Risk Management, City Auditor, etc.) to further address areas of non-conformance and potential liability as needed to resolve these difficult compliance issues. The Contractor Compliance Officer shall ensure establishing systems, policy, procedures for Monitoring the performance of the Compliance Programs and related activities as a continuous basis, performing calculations and analysis in meeting pertinent federal and state standards of DBE performance goals, certified payroll/prevaling wage requirements, etc.

The Contractor Compliance Officer shall ensure establishing systems, policy, procedures of appropriate steps to improve compliance effectiveness by conducting periodic risk assessments and response plans, identifying potential areas of compliance vulnerability and risk; developing & implementing corrective action plans for resolution of problematic issues, and provides general guidance on how to avoid or deal with similar situations in the future.

The Contractor Compliance Officer shall ensure establishing systems, policy, procedures of valued reporting for appropriate and/or required city stakeholders. Detailing compliance performance, including but not limited to identifying potential areas of compliance vulnerability and risk; develops/implements corrective action plans for resolution of problematic issues, and provides general guidance on how to avoid or deal with similar situations in the future. The Contractor Compliance Officer shall ensure that any instituted compliance procedures employ the use of any existing or proposed cloud-based technology tools of the City, wherever applicable.

END OF SCOPE.

EXHIBIT “B”
SCHEDULE OF PERFORMANCE

CONSULTANT shall perform the services described in Exhibit A “Scope of Services” so as to complete each milestone within the reasonable time necessary. The time to complete each milestone may be increased or decreased by mutual written agreement of the project managers for CONSULTANT and CITY so long as all work is completed within the term of the Agreement. CONSULTANT shall provide a detailed schedule of work consistent with the schedule below within 2 weeks of receipt of the notice to proceed.

Milestones

1. Establish policy/procedures for Prevailing Wage Compliance/Enforcement
2. Establish policy/procedures for Disadvantaged Business Enterprise Compliance/Enforcement
3. Establish policy/procedure for Minimum Wage Compliance/Enforcement
4. Establish other policy/procedure Compliance/Enforcement – as may be directed

EXHIBIT "C"
COMPENSATION

The CITY agrees to compensate the CONSULTANT for professional services performed in accordance with the terms and conditions of this Agreement based on the hourly rate schedule attached as Exhibit C-1.

The compensation to be paid to CONSULTANT under this Agreement for all services described in Exhibit "A" ("Services") and reimbursable expenses shall not exceed \$84,000. CONSULTANT agrees to complete all Services, including reimbursable expenses, within this amount.

EXHIBIT "C-1"
HOURLY RATE SCHEDULE

MACS hourly Rate Fee \$91.00

No Overtime Rate permitted.

EXHIBIT "D"**INSURANCE REQUIREMENTS**

CONTRACTORS TO THE CITY OF PALO ALTO (CITY), AT THEIR SOLE EXPENSE, SHALL FOR THE TERM OF THE CONTRACT OBTAIN AND MAINTAIN INSURANCE IN THE AMOUNTS FOR THE COVERAGE SPECIFIED BELOW, **AFFORDED BY COMPANIES WITH AM BEST'S KEY RATING OF A-VII, OR HIGHER, LICENSED OR AUTHORIZED TO TRANSACT INSURANCE BUSINESS IN THE STATE OF CALIFORNIA.**

AWARD IS CONTINGENT ON COMPLIANCE WITH CITY'S INSURANCE REQUIREMENTS, AS SPECIFIED, BELOW:

REQUIRED	TYPE OF COVERAGE	REQUIREMENT	MINIMUM LIMITS	
			EACH OCCURRENCE	AGGREGATE
YES	WORKER'S COMPENSATION EMPLOYER'S LIABILITY	STATUTORY		
YES		STATUTORY		
YES	GENERAL LIABILITY, INCLUDING PERSONAL INJURY, BROAD FORM PROPERTY DAMAGE BLANKET CONTRACTUAL, AND FIRE LEGAL LIABILITY	BODILY INJURY	\$1,000,000	\$1,000,000
		PROPERTY DAMAGE	\$1,000,000	\$1,000,000
		BODILY INJURY & PROPERTY DAMAGE COMBINED.	\$1,000,000	\$1,000,000
YES	AUTOMOBILE LIABILITY, INCLUDING ALL OWNED, HIRED, NON-OWNED	BODILY INJURY	\$1,000,000	\$1,000,000
		- EACH PERSON	\$1,000,000	\$1,000,000
		- EACH OCCURRENCE	\$1,000,000	\$1,000,000
		PROPERTY DAMAGE	\$1,000,000	\$1,000,000
		BODILY INJURY AND PROPERTY DAMAGE, COMBINED	\$1,000,000	\$1,000,000
YES	PROFESSIONAL LIABILITY, INCLUDING, ERRORS AND OMISSIONS, MALPRACTICE (WHEN APPLICABLE), AND NEGLIGENT PERFORMANCE	ALL DAMAGES	\$1,000,000	
YES	THE CITY OF PALO ALTO IS TO BE NAMED AS AN ADDITIONAL INSURED: CONTRACTOR, AT ITS SOLE COST AND EXPENSE, SHALL OBTAIN AND MAINTAIN, IN FULL FORCE AND EFFECT THROUGHOUT THE ENTIRE TERM OF ANY RESULTANT AGREEMENT, THE INSURANCE COVERAGE HEREIN DESCRIBED, INSURING NOT ONLY CONTRACTOR AND ITS SUBCONSULTANTS, IF ANY, BUT ALSO, WITH THE EXCEPTION OF WORKERS' COMPENSATION, EMPLOYER'S LIABILITY AND PROFESSIONAL INSURANCE, NAMING AS ADDITIONAL INSUREDS CITY, ITS COUNCIL MEMBERS, OFFICERS, AGENTS, AND EMPLOYEES.			

I. INSURANCE COVERAGE MUST INCLUDE:

- A. A PROVISION FOR A WRITTEN THIRTY (30) DAY ADVANCE NOTICE TO CITY OF CHANGE IN COVERAGE OR OF COVERAGE CANCELLATION; AND
- B. A CONTRACTUAL LIABILITY ENDORSEMENT PROVIDING INSURANCE COVERAGE FOR CONTRACTOR'S AGREEMENT TO INDEMNIFY CITY.
- C. DEDUCTIBLE AMOUNTS IN EXCESS OF \$5,000 REQUIRE CITY'S PRIOR APPROVAL.

II. CONTACTOR MUST SUBMIT CERTIFICATE(S) OF INSURANCE EVIDENCING REQUIRED COVERAGE.

III. ENDORSEMENT PROVISIONS, WITH RESPECT TO THE INSURANCE AFFORDED TO "ADDITIONAL INSUREDS"

A. PRIMARY COVERAGE

WITH RESPECT TO CLAIMS ARISING OUT OF THE OPERATIONS OF THE NAMED INSURED, INSURANCE AS AFFORDED BY THIS POLICY IS PRIMARY AND IS NOT ADDITIONAL TO OR CONTRIBUTING WITH ANY OTHER INSURANCE CARRIED BY OR FOR THE BENEFIT OF THE ADDITIONAL INSUREDS.

B. CROSS LIABILITY

THE NAMING OF MORE THAN ONE PERSON, FIRM, OR CORPORATION AS INSUREDS UNDER THE POLICY SHALL NOT, FOR THAT REASON ALONE, EXTINGUISH ANY RIGHTS OF THE INSURED AGAINST ANOTHER, BUT THIS ENDORSEMENT, AND THE NAMING OF MULTIPLE INSUREDS, SHALL NOT INCREASE THE TOTAL LIABILITY OF THE COMPANY UNDER THIS POLICY.

C. NOTICE OF CANCELLATION

- 1. IF THE POLICY IS CANCELED BEFORE ITS EXPIRATION DATE FOR ANY REASON OTHER THAN THE NON-PAYMENT OF PREMIUM, THE CONSULTANT SHALL PROVIDE CITY AT LEAST A THIRTY (30) DAY WRITTEN NOTICE BEFORE THE EFFECTIVE DATE OF CANCELLATION.
- 2. IF THE POLICY IS CANCELED BEFORE ITS EXPIRATION DATE FOR THE NON-PAYMENT OF PREMIUM, THE ISSUING COMPANY SHALL PROVIDE CITY AT LEAST A TEN (10) DAY WRITTEN NOTICE BEFORE THE EFFECTIVE DATE OF CANCELLATION.

NOTICES SHALL BE EMAILED OR MAILED TO:

InsuranceCerts@CityofPaloAlto.org



Certificate Of Completion

Envelope Number: E69DDF9FC62A4EA9A3F0F9A35E03620B	Status: Completed
Subject: Please DocuSign this document: MACs Contract.pdf	
Source Envelope:	
Document Pages: 17	Signatures: 3
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	
EnvelopeId Stamping: Enabled	Envelope Originator: Christopher Anastole 250 Hamilton Ave Palo Alto , CA 94301 chris.anastole@cityofpaloalto.org IP Address: 199.33.32.254

Record Tracking

Status: Original 10/14/2015 3:40:18 PM PT	Holder: Christopher Anastole chris.anastole@cityofpaloalto.org	Location: DocuSign
--	---	--------------------

Signer Events

Dan P Plute
dplute@macservices.us
President
Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:
Dan P Plute
B1F9957C9C26642F...
Using IP Address: 50.193.14.217

Timestamp

Sent: 10/14/2015 3:48:12 PM PT
Viewed: 10/14/2015 3:55:42 PM PT
Signed: 10/14/2015 4:00:47 PM PT

Electronic Record and Signature Disclosure:
Not Offered
ID:

Albert S Yang
Albert.Yang@CityofPaloAlto.org
Senior Deputy City Attorney
City of Palo Alto
Security Level: Email, Account Authentication (None)

DocuSigned by:
Albert S Yang
1586C45220134DC...
Using IP Address: 45.37.102.216

Sent: 10/14/2015 4:00:48 PM PT
Viewed: 10/14/2015 4:04:19 PM PT
Signed: 10/14/2015 4:04:48 PM PT

Electronic Record and Signature Disclosure:
Not Offered
ID:

Carolynn Bissett
Carolynn.Bissett@CityofPaloAlto.org
Contract Administrator
City of Palo Alto
Security Level: Email, Account Authentication (None)

DocuSigned by:
Carolynn Bissett
25F70C5248D59417...
Using IP Address: 199.33.32.254

Sent: 10/14/2015 4:04:50 PM PT
Viewed: 10/15/2015 7:31:39 AM PT
Signed: 10/15/2015 7:33:17 AM PT

Electronic Record and Signature Disclosure:
Not Offered
ID:

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

**AMENDMENT NO. 1 TO CONTRACT NO. S16161970
BETWEEN THE CITY OF PALO ALTO AND
MATERIALS & CONTRACT SERVICE**

This Amendment No. 1 to Contract No. S16161970 (“Contract”) is entered into January 01, 2016, by and between the CITY OF PALO ALTO, a California chartered municipal corporation (“CITY”), and MATERIALS & CONTRACT SERVICE, a Californian corporation, located at 5820 Stoneridge Mall, Pleasanton, CA 94588 (“CONSULTANT”).

RECITALS

A. The Contract was entered into between the parties for the provision of providing temporary contractor employment for the City.

B. The parties wish to amend the Contract.

NOW, THEREFORE, in consideration of the covenants, terms, conditions, and provisions of this Amendment, the parties agree:

SECTION 1. SECTION 4. NOT TO EXCEED COMPENSATION.

“The compensation to be paid to “CONSULTANT for performance of the Services described in Exhibit “A”, including both payment for professional services and reimbursable expenses, shall not exceed eighty-four thousand dollars (\$189,000.00). The applicable rates and schedule of payment are set out at Exhibit “C-1”, entitled “HOURLY RATE SCHEDULE,” which is attached to and made a part of this Agreement.

Additional Services, if any, shall be authorized in accordance with and subject to the provisions of Exhibit “C”. CONSULTANT shall not receive any compensation for Additional Services performed without the prior written authorization of CITY. Additional Services shall mean any work that is determined by CITY to be necessary for the proper completion of the Project, but which is not included within the Scope of Services described at Exhibit “A”.”

SECTION 4. The following exhibit(s) to the Contract is/are hereby amended to read as set forth in the attachment(s) to this Amendment, which are incorporated in full by this reference:

a. Exhibit “C” entitled “COMPENSATION”.

//

//

SECTION 5. Except as herein modified, all other provisions of the Contract, including any exhibits and subsequent amendments thereto, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have by their duly authorized representatives executed this Amendment on the date first above written.

CITY OF PALO ALTO

MATERIALS & CONTRACT SERVICES

City Manager

DocuSigned by:
Dan P Plute
B1F65B7C9C8E42F...

APPROVED AS TO FORM:

President

Senior Asst. City Attorney

Attachments

EXHIBIT "C": Compensation

EXHIBIT "C"
COMPENSATION

The CITY agrees to compensate the CONSULTANT for professional services performed in accordance with the terms and conditions of this Agreement based on the hourly rate schedule attached as Exhibit C-1.

The compensation to be paid to CONSULTANT under this Agreement for all services described in Exhibit "A" ("Services") and reimbursable expenses shall not exceed \$189,000.00. CONSULTANT agrees to complete all Services, including reimbursable expenses, within this amount.

NOT YET APPROVED

Resolution No. _____

Resolution of the Council of the City of Palo Alto Amending Salary Schedules for the Service Employees International Union, Local 521 Hourly Unit (SEIU-H) and the Limited Hourly Employees Increasing Rates to Reflect Implementation of City’s Minimum Wage Ordinance

The Council of the City of Palo Alto RESOLVES as follows:

SECTION 1. The Salary Schedule in the 2012-2017 Memorandum of Agreement with the Service Employees International Union, Local 521 Hourly Unit (SEIU-H), as adopted by Resolution No. 9450 is hereby amended as set forth in Exhibit “A”, attached hereto and incorporated herein by reference, effective January 1, 2016.

SECTION 2. The Salary Schedule in the 2014-2017 Compensation Plan with the Limited Hourly Employees is hereby amended as set forth in Exhibit “B”, attached hereto and incorporated herein by reference, effective January 1, 2016.

SECTION 3. The Director of Administrative Services is authorized to implement the amended salary schedules set forth in Sections 1 and 2.

SECTION 4. The Council finds that this is not a project under the California Environmental Quality Act and, therefore, no environmental impact assessment is necessary.

INTRODUCED AND PASSED:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

ATTEST:

City Clerk

Mayor

APPROVED AS TO FORM:

APPROVED:

Deputy City Attorney

City Manager

Director of Administrative Services

Chief People Officer

EXHIBIT "A"

**SEIU Hourly
Salary Schedule effective on 01/01/2016**

Job Code	FLSA	Job Title	Salary Effective upon MOA		Salary Effective 07/01/2015		Salary Effective 01/01/2016		Salary Effective 07/01/2016	
			Steps	Rate	Steps	Rate	Steps	Rate	Steps	Rate
9000	Non-exempt	Administrative Specialist I – H	Step 1	\$21.38	Step 1	\$21.80	Step 1	\$21.80	Step 1	\$22.24
			Step 2	\$22.50	Step 2	\$22.95	Step 2	\$22.95	Step 2	\$23.41
			Step 3	\$23.68	Step 3	\$24.16	Step 3	\$24.16	Step 3	\$24.64
			Step 4	\$24.93	Step 4	\$25.43	Step 4	\$25.43	Step 4	\$25.94
			Step 5	\$26.24	Step 5	\$26.77	Step 5	\$26.77	Step 5	\$27.31
9001	Non-exempt	Administrative Specialist II - H	Step 1	\$25.52	Step 1	\$26.03	Step 1	\$26.03	Step 1	\$26.55
			Step 2	\$26.86	Step 2	\$27.40	Step 2	\$27.40	Step 2	\$27.95
			Step 3	\$28.27	Step 3	\$28.84	Step 3	\$28.84	Step 3	\$29.42
			Step 4	\$29.76	Step 4	\$30.36	Step 4	\$30.36	Step 4	\$30.97
			Step 5	\$31.33	Step 5	\$31.96	Step 5	\$31.96	Step 5	\$32.60
9002	Non-exempt	Assistant Park Ranger - H	Step 1	\$21.38	Step 1	\$21.80	Step 1	\$21.80	Step 1	\$22.24
			Step 2	\$22.50	Step 2	\$22.95	Step 2	\$22.95	Step 2	\$23.41
			Step 3	\$23.68	Step 3	\$24.16	Step 3	\$24.16	Step 3	\$24.64
			Step 4	\$24.93	Step 4	\$25.43	Step 4	\$25.43	Step 4	\$25.94
			Step 5	\$26.24	Step 5	\$26.77	Step 5	\$26.77	Step 5	\$27.31
9003	Non-exempt	Building Service Person - H	Step 1	\$19.74	Step 1	\$20.13	Step 1	\$20.13	Step 1	\$20.54
			Step 2	\$20.78	Step 2	\$21.19	Step 2	\$21.19	Step 2	\$21.62
			Step 3	\$21.87	Step 3	\$22.31	Step 3	\$22.31	Step 3	\$22.76
			Step 4	\$23.02	Step 4	\$23.48	Step 4	\$23.48	Step 4	\$23.96
			Step 5	\$24.23	Step 5	\$24.72	Step 5	\$24.72	Step 5	\$25.22
9004	Non-exempt	Clerical Assistant - H	Step 1	\$17.31	Step 1	\$17.66	Step 1	\$17.66	Step 1	\$18.01
			Step 2	\$18.22	Step 2	\$18.59	Step 2	\$18.59	Step 2	\$18.96
			Step 3	\$19.18	Step 3	\$19.57	Step 3	\$19.57	Step 3	\$19.96
			Step 4	\$20.19	Step 4	\$20.60	Step 4	\$20.60	Step 4	\$21.01
			Step 5	\$21.25	Step 5	\$21.68	Step 5	\$21.68	Step 5	\$22.12

**SEIU Hourly
Salary Schedule effective on 01/01/2016**

9005	Non-exempt	Custodial Aide - H	Step 1	\$13.98	Step 1	\$14.27	Step 1	\$14.27	Step 1	\$14.56
			Step 2	\$14.72	Step 2	\$15.02	Step 2	\$15.02	Step 2	\$15.33
			Step 3	\$15.49	Step 3	\$15.81	Step 3	\$15.81	Step 3	\$16.14
			Step 4	\$16.31	Step 4	\$16.64	Step 4	\$16.64	Step 4	\$16.99
			Step 5	\$17.17	Step 5	\$17.52	Step 5	\$17.52	Step 5	\$17.88
9006	Non-exempt	Custodial Assistant - H	Step 1	\$16.36	Step 1	\$16.70	Step 1	\$16.70	Step 1	\$17.03
			Step 2	\$17.22	Step 2	\$17.58	Step 2	\$17.58	Step 2	\$17.93
			Step 3	\$18.13	Step 3	\$18.50	Step 3	\$18.50	Step 3	\$18.87
			Step 4	\$19.08	Step 4	\$19.47	Step 4	\$19.47	Step 4	\$19.86
			Step 5	\$20.08	Step 5	\$20.49	Step 5	\$20.49	Step 5	\$20.90
9007	Non-exempt	House Manager - H	Step 1	\$16.08	Step 1	\$16.41	Step 1	\$16.41	Step 1	\$16.74
			Step 2	\$16.93	Step 2	\$17.27	Step 2	\$17.27	Step 2	\$17.62
			Step 3	\$17.82	Step 3	\$18.18	Step 3	\$18.18	Step 3	\$18.55
			Step 4	\$18.76	Step 4	\$19.14	Step 4	\$19.14	Step 4	\$19.53
			Step 5	\$19.75	Step 5	\$20.15	Step 5	\$20.15	Step 5	\$20.56
9008	Non-exempt	Instructor Aide - H	Step 1	\$9.69	Step 1	\$9.89	Step 1	\$11.00	Step 1	\$11.24
			Step 2	\$10.20	Step 2	\$10.41	Step 2	\$11.58	Step 2	\$11.83
			Step 3	\$10.74	Step 3	\$10.96	Step 3	\$12.19	Step 3	\$12.45
			Step 4	\$11.31	Step 4	\$11.54	Step 4	\$12.83	Step 4	\$13.10
			Step 5	\$11.91	Step 5	\$12.15	Step 5	\$13.51	Step 5	\$13.79
9009	Non-exempt	Instructor I - H	Step 1	\$20.20	Step 1	\$20.62	Step 1	\$20.62	Step 1	\$21.02
			Step 2	\$21.26	Step 2	\$21.70	Step 2	\$21.70	Step 2	\$22.13
			Step 3	\$22.38	Step 3	\$22.84	Step 3	\$22.84	Step 3	\$23.29
			Step 4	\$23.56	Step 4	\$24.04	Step 4	\$24.04	Step 4	\$24.52
			Step 5	\$24.80	Step 5	\$25.30	Step 5	\$25.30	Step 5	\$25.81
9010	Non-exempt	Instructor II - H	Step 1	\$24.61	Step 1	\$25.10	Step 1	\$25.10	Step 1	\$25.60
			Step 2	\$25.90	Step 2	\$26.42	Step 2	\$26.42	Step 2	\$26.95
			Step 3	\$27.26	Step 3	\$27.81	Step 3	\$27.81	Step 3	\$28.37
			Step 4	\$28.69	Step 4	\$29.27	Step 4	\$29.27	Step 4	\$29.86
			Step 5	\$30.20	Step 5	\$30.81	Step 5	\$30.81	Step 5	\$31.43

**SEIU Hourly
Salary Schedule effective on 01/01/2016**

9036	Non-exempt	Instructor III-H	Step 1	\$28.31	Step 1	\$28.89	Step 1	\$28.89	Step 1	\$29.46
			Step 2	\$29.80	Step 2	\$30.41	Step 2	\$30.41	Step 2	\$31.01
			Step 3	\$31.37	Step 3	\$32.01	Step 3	\$32.01	Step 3	\$32.64
			Step 4	\$33.02	Step 4	\$33.69	Step 4	\$33.69	Step 4	\$34.36
			Step 5	\$34.76	Step 5	\$35.46	Step 5	\$35.46	Step 5	\$36.17
9011	Non-exempt	Librarian - H	Step 1	\$25.98	Step 1	\$26.50	Step 1	\$26.50	Step 1	\$27.03
			Step 2	\$27.35	Step 2	\$27.89	Step 2	\$27.89	Step 2	\$28.45
			Step 3	\$28.79	Step 3	\$29.36	Step 3	\$29.36	Step 3	\$29.95
			Step 4	\$30.30	Step 4	\$30.90	Step 4	\$30.90	Step 4	\$31.53
			Step 5	\$31.89	Step 5	\$32.53	Step 5	\$32.53	Step 5	\$33.19
9012	Non-exempt	Library Clerk - H	Step 1	\$19.33	Step 1	\$19.73	Step 1	\$19.73	Step 1	\$20.13
			Step 2	\$20.35	Step 2	\$20.77	Step 2	\$20.77	Step 2	\$21.19
			Step 3	\$21.42	Step 3	\$21.86	Step 3	\$21.86	Step 3	\$22.30
			Step 4	\$22.55	Step 4	\$23.01	Step 4	\$23.01	Step 4	\$23.47
			Step 5	\$23.74	Step 5	\$24.22	Step 5	\$24.22	Step 5	\$24.71
9013	Non-exempt	Library Page - H	Step 1	\$11.85	Step 1	\$12.09	Step 1	\$12.09	Step 1	\$12.34
			Step 2	\$12.47	Step 2	\$12.73	Step 2	\$12.73	Step 2	\$12.99
			Step 3	\$13.13	Step 3	\$13.40	Step 3	\$13.40	Step 3	\$13.67
			Step 4	\$13.82	Step 4	\$14.11	Step 4	\$14.11	Step 4	\$14.39
			Step 5	\$14.55	Step 5	\$14.85	Step 5	\$14.85	Step 5	\$15.15
9014	Non-exempt	Maintenance Assistant - H	Step 1	\$15.56	Step 1	\$15.87	Step 1	\$15.87	Step 1	\$16.20
			Step 2	\$16.38	Step 2	\$16.71	Step 2	\$16.71	Step 2	\$17.05
			Step 3	\$17.24	Step 3	\$17.59	Step 3	\$17.59	Step 3	\$17.95
			Step 4	\$18.15	Step 4	\$18.52	Step 4	\$18.52	Step 4	\$18.89
			Step 5	\$19.10	Step 5	\$19.49	Step 5	\$19.49	Step 5	\$19.88
9015	Non-exempt	Open Space Technician - H	Step 1	\$15.56	Step 1	\$15.87	Step 1	\$15.87	Step 1	\$16.20
			Step 2	\$16.38	Step 2	\$16.71	Step 2	\$16.71	Step 2	\$17.05
			Step 3	\$17.24	Step 3	\$17.59	Step 3	\$17.59	Step 3	\$17.95
			Step 4	\$18.15	Step 4	\$18.52	Step 4	\$18.52	Step 4	\$18.89
			Step 5	\$19.10	Step 5	\$19.49	Step 5	\$19.49	Step 5	\$19.88

**SEIU Hourly
Salary Schedule effective on 01/01/2016**

9016	Non-exempt	Print Shop Assistant - H	Step 1	\$19.33	Step 1	\$19.73	Step 1	\$19.73	Step 1	\$20.13
			Step 2	\$20.35	Step 2	\$20.77	Step 2	\$20.77	Step 2	\$21.19
			Step 3	\$21.42	Step 3	\$21.86	Step 3	\$21.86	Step 3	\$22.30
			Step 4	\$22.55	Step 4	\$23.01	Step 4	\$23.01	Step 4	\$23.47
			Step 5	\$23.74	Step 5	\$24.22	Step 5	\$24.22	Step 5	\$24.71
9018	Non-exempt	Project Specialist - H	Step 1	\$21.38	Step 1	\$21.80	Step 1	\$21.80	Step 1	\$22.24
			Step 2	\$22.50	Step 2	\$22.95	Step 2	\$22.95	Step 2	\$23.41
			Step 3	\$23.68	Step 3	\$24.16	Step 3	\$24.16	Step 3	\$24.64
			Step 4	\$24.93	Step 4	\$25.43	Step 4	\$25.43	Step 4	\$25.94
			Step 5	\$26.24	Step 5	\$26.77	Step 5	\$26.77	Step 5	\$27.31
9019	Non-exempt	Recreation Aide - H	Step 1	\$9.69	Step 1	\$9.89	Step 1	\$11.00	Step 1	\$11.24
			Step 2	\$10.20	Step 2	\$10.41	Step 2	\$11.58	Step 2	\$11.83
			Step 3	\$10.74	Step 3	\$10.96	Step 3	\$12.19	Step 3	\$12.45
			Step 4	\$11.31	Step 4	\$11.54	Step 4	\$12.83	Step 4	\$13.10
			Step 5	\$11.91	Step 5	\$12.15	Step 5	\$13.51	Step 5	\$13.79
9020	Non-exempt	Recreation Leader I - H	Step 1	\$9.69	Step 1	\$9.89	Step 1	\$11.00	Step 1	\$11.24
			Step 2	\$10.20	Step 2	\$10.41	Step 2	\$11.58	Step 2	\$11.83
			Step 3	\$10.74	Step 3	\$10.96	Step 3	\$12.19	Step 3	\$12.45
			Step 4	\$11.31	Step 4	\$11.54	Step 4	\$12.83	Step 4	\$13.10
			Step 5	\$11.91	Step 5	\$12.15	Step 5	\$13.51	Step 5	\$13.79
9021	Non-exempt	Recreation Leader II - H	Step 1	\$13.12	Step 1	\$13.39	Step 1	\$13.39	Step 1	\$13.64
			Step 2	\$13.81	Step 2	\$14.09	Step 2	\$14.09	Step 2	\$14.36
			Step 3	\$14.54	Step 3	\$14.83	Step 3	\$14.83	Step 3	\$15.12
			Step 4	\$15.30	Step 4	\$15.61	Step 4	\$15.61	Step 4	\$15.92
			Step 5	\$16.10	Step 5	\$16.43	Step 5	\$16.43	Step 5	\$16.76
9022	Non-exempt	Recreation Leader III - H	Step 1	\$16.32	Step 1	\$16.65	Step 1	\$16.65	Step 1	\$16.99
			Step 2	\$17.18	Step 2	\$17.53	Step 2	\$17.53	Step 2	\$17.88
			Step 3	\$18.08	Step 3	\$18.45	Step 3	\$18.45	Step 3	\$18.82
			Step 4	\$19.03	Step 4	\$19.42	Step 4	\$19.42	Step 4	\$19.81
			Step 5	\$20.03	Step 5	\$20.44	Step 5	\$20.44	Step 5	\$20.85

**SEIU Hourly
Salary Schedule effective on 01/01/2016**

9023	Non-exempt	Stock Clerk - H	Step 1	\$15.48	Step 1	\$15.79	Step 1	\$15.79	Step 1	\$16.10
			Step 2	\$16.29	Step 2	\$16.62	Step 2	\$16.62	Step 2	\$16.95
			Step 3	\$17.15	Step 3	\$17.49	Step 3	\$17.49	Step 3	\$17.84
			Step 4	\$18.05	Step 4	\$18.41	Step 4	\$18.41	Step 4	\$18.78
			Step 5	\$19.00	Step 5	\$19.38	Step 5	\$19.38	Step 5	\$19.77
9024	Non-exempt	Swim Instructor/Life Guard - H	Step 1	\$11.06	Step 1	\$11.29	Step 1	\$11.29	Step 1	\$11.50
			Step 2	\$11.64	Step 2	\$11.88	Step 2	\$11.88	Step 2	\$12.11
			Step 3	\$12.25	Step 3	\$12.50	Step 3	\$12.50	Step 3	\$12.75
			Step 4	\$12.89	Step 4	\$13.16	Step 4	\$13.16	Step 4	\$13.42
			Step 5	\$13.57	Step 5	\$13.85	Step 5	\$13.85	Step 5	\$14.13
9025	Non-exempt	Technical Specialist - H	Step 1	\$17.31	Step 1	\$17.66	Step 1	\$17.66	Step 1	\$18.01
			Step 2	\$18.22	Step 2	\$18.59	Step 2	\$18.59	Step 2	\$18.96
			Step 3	\$19.18	Step 3	\$19.57	Step 3	\$19.57	Step 3	\$19.96
			Step 4	\$20.19	Step 4	\$20.60	Step 4	\$20.60	Step 4	\$21.01
			Step 5	\$21.25	Step 5	\$21.68	Step 5	\$21.68	Step 5	\$22.12
9026	Non-exempt	Arts & Science Aide - H	Step 1	\$9.47	Step 1	\$9.66	Step 1	\$11.00	Step 1	\$11.24
			Step 2	\$9.97	Step 2	\$10.17	Step 2	\$11.58	Step 2	\$11.83
			Step 3	\$10.49	Step 3	\$10.71	Step 3	\$12.19	Step 3	\$12.45
			Step 4	\$11.04	Step 4	\$11.27	Step 4	\$12.83	Step 4	\$13.10
			Step 5	\$11.62	Step 5	\$11.86	Step 5	\$13.51	Step 5	\$13.79
9027	Non-exempt	Arts & Science Professional I - H	Step 1	\$20.20	Step 1	\$20.62	Step 1	\$20.62	Step 1	\$21.02
			Step 2	\$21.26	Step 2	\$21.70	Step 2	\$21.70	Step 2	\$22.13
			Step 3	\$22.38	Step 3	\$22.84	Step 3	\$22.84	Step 3	\$23.29
			Step 4	\$23.56	Step 4	\$24.04	Step 4	\$24.04	Step 4	\$24.52
			Step 5	\$24.80	Step 5	\$25.30	Step 5	\$25.30	Step 5	\$25.81
9028	Non-exempt	Arts & Science Professional II - H	Step 1	\$24.61	Step 1	\$25.10	Step 1	\$25.10	Step 1	\$25.60
			Step 2	\$25.90	Step 2	\$26.42	Step 2	\$26.42	Step 2	\$26.95
			Step 3	\$27.26	Step 3	\$27.81	Step 3	\$27.81	Step 3	\$28.37
			Step 4	\$28.69	Step 4	\$29.27	Step 4	\$29.27	Step 4	\$29.86
			Step 5	\$30.20	Step 5	\$30.81	Step 5	\$30.81	Step 5	\$31.43

ATTACHMENT B

**SEIU Hourly
Salary Schedule effective on 01/01/2016**

9037	Non-exempt	Arts & Science Professional III - H	Step 1	\$28.31	Step 1	\$28.89	Step 1	\$28.89	Step 1	\$29.46
			Step 2	\$29.80	Step 2	\$30.41	Step 2	\$30.41	Step 2	\$31.01
			Step 3	\$31.37	Step 3	\$32.01	Step 3	\$32.01	Step 3	\$32.64
			Step 4	\$33.02	Step 4	\$33.69	Step 4	\$33.69	Step 4	\$34.36
			Step 5	\$34.76	Step 5	\$35.46	Step 5	\$35.46	Step 5	\$36.17
9029	Non-exempt	Arts & Science Technician - H	Step 1	\$14.35	Step 1	\$14.64	Step 1	\$14.64	Step 1	\$14.92
			Step 2	\$15.10	Step 2	\$15.41	Step 2	\$15.41	Step 2	\$15.71
			Step 3	\$15.89	Step 3	\$16.22	Step 3	\$16.22	Step 3	\$16.54
			Step 4	\$16.73	Step 4	\$17.07	Step 4	\$17.07	Step 4	\$17.41
			Step 5	\$17.61	Step 5	\$17.97	Step 5	\$17.97	Step 5	\$18.33
9030	Non-exempt	Zoological Assistant - H	Step 1	\$21.38	Step 1	\$21.80	Step 1	\$21.80	Step 1	\$22.24
			Step 2	\$22.50	Step 2	\$22.95	Step 2	\$22.95	Step 2	\$23.41
			Step 3	\$23.68	Step 3	\$24.16	Step 3	\$24.16	Step 3	\$24.64
			Step 4	\$24.93	Step 4	\$25.43	Step 4	\$25.43	Step 4	\$25.94
			Step 5	\$26.24	Step 5	\$26.77	Step 5	\$26.77	Step 5	\$27.31
9035	Non-exempt	General Laborer - H	Min	Max	Min	Max	Min	Max	Min	Max
			\$10.00	TBD	\$10.00	TBD	\$11.00	\$60.00	\$11.00	\$60.00
9032	Non-exempt	Inspector - H	Min	Max	Min	Max	Min	Max	Min	Max
			\$10.00	TBD	\$10.00	TBD	\$11.00	\$60	\$11.00	\$60.00
9033	Non-exempt	Journey Level Laborer - H	Min	Max	Min	Max	Min	Max	Min	Max
			\$10.00	TBD	\$10.00	TBD	\$11.00	\$80.00	\$11.00	\$80.00

EXHIBIT “B”

ATTACHMENT B

**Limited Hourly 2014-2017 Salary Schedule
effective 01-01-2016**

Job Code	FLSA	Job Title	Salary Effective 1st PP following Council Approval		Salary Effective 07/01/2015		Salary Effective 01/01/2016		Salary Effective 07/01/2016	
			Steps	Rate	Steps	Rate	Steps	Rate	Steps	Rate
910	Non-exempt	Administrative Specialist I	Step 1	\$21.38	Step 1	\$21.80	Step 1	\$21.80	Step 1	\$ 22.24
			Step 2	\$22.50	Step 2	\$22.95	Step 2	\$22.95	Step 2	\$ 23.41
			Step 3	\$23.68	Step 3	\$24.16	Step 3	\$24.16	Step 3	\$ 24.64
			Step 4	\$24.93	Step 4	\$25.43	Step 4	\$25.43	Step 4	\$ 25.94
			Step 5	\$26.24	Step 5	\$26.77	Step 5	\$26.77	Step 5	\$ 27.31
913	Non-exempt	Administrative Specialist II	Step 1	\$25.52	Step 1	\$26.03	Step 1	\$26.03	Step 1	\$ 26.55
			Step 2	\$26.86	Step 2	\$27.40	Step 2	\$27.40	Step 2	\$ 27.95
			Step 3	\$28.27	Step 3	\$28.84	Step 3	\$28.84	Step 3	\$ 29.42
			Step 4	\$29.76	Step 4	\$30.36	Step 4	\$30.36	Step 4	\$ 30.97
			Step 5	\$31.33	Step 5	\$31.96	Step 5	\$31.96	Step 5	\$ 32.60
915	Non-exempt	Assistant Park Ranger	Step 1	\$21.38	Step 1	\$21.80	Step 1	\$21.80	Step 1	\$ 22.24
			Step 2	\$22.50	Step 2	\$22.95	Step 2	\$22.95	Step 2	\$ 23.41
			Step 3	\$23.68	Step 3	\$24.16	Step 3	\$24.16	Step 3	\$ 24.64
			Step 4	\$24.93	Step 4	\$25.43	Step 4	\$25.43	Step 4	\$ 25.94
			Step 5	\$26.24	Step 5	\$26.77	Step 5	\$26.77	Step 5	\$ 27.31
916	Non-exempt	Building Serviceperson	Step 1	\$19.74	Step 1	\$20.13	Step 1	\$20.13	Step 1	\$ 20.54
			Step 2	\$20.78	Step 2	\$21.19	Step 2	\$21.19	Step 2	\$ 21.62
			Step 3	\$21.87	Step 3	\$22.31	Step 3	\$22.31	Step 3	\$ 22.76
			Step 4	\$23.02	Step 4	\$23.48	Step 4	\$23.48	Step 4	\$ 23.96
			Step 5	\$24.23	Step 5	\$24.72	Step 5	\$24.72	Step 5	\$ 25.22
917	Non-exempt	Clerical Assistant	Step 1	\$17.31	Step 1	\$17.66	Step 1	\$17.66	Step 1	\$ 18.01
			Step 2	\$18.22	Step 2	\$18.59	Step 2	\$18.59	Step 2	\$ 18.96
			Step 3	\$19.18	Step 3	\$19.57	Step 3	\$19.57	Step 3	\$ 19.96
			Step 4	\$20.19	Step 4	\$20.60	Step 4	\$20.60	Step 4	\$ 21.01
			Step 5	\$21.25	Step 5	\$21.68	Step 5	\$21.68	Step 5	\$ 22.12
918	Non-exempt	Custodial Aide	Step 1	\$13.98	Step 1	\$14.27	Step 1	\$14.27	Step 1	\$ 14.56
			Step 2	\$14.72	Step 2	\$15.02	Step 2	\$15.02	Step 2	\$ 15.33
			Step 3	\$15.49	Step 3	\$15.81	Step 3	\$15.81	Step 3	\$ 16.14
			Step 4	\$16.31	Step 4	\$16.64	Step 4	\$16.64	Step 4	\$ 16.99
			Step 5	\$17.17	Step 5	\$17.52	Step 5	\$17.52	Step 5	\$ 17.88
919	Non-exempt	Custodial Assistant	Step 1	\$16.36	Step 1	\$16.70	Step 1	\$16.70	Step 1	\$ 17.03
			Step 2	\$17.22	Step 2	\$17.58	Step 2	\$17.58	Step 2	\$ 17.93
			Step 3	\$18.13	Step 3	\$18.50	Step 3	\$18.50	Step 3	\$ 18.87
			Step 4	\$19.08	Step 4	\$19.47	Step 4	\$19.47	Step 4	\$ 19.86
			Step 5	\$20.08	Step 5	\$20.49	Step 5	\$20.49	Step 5	\$ 20.90

ATTACHMENT B

**Limited Hourly 2014-2017 Salary Schedule
effective 01-01-2016**

920	Non-exempt	House Manager	Step 1	\$16.08	Step 1	\$16.41	Step 1	\$16.41	Step 1	\$ 16.74
			Step 2	\$16.93	Step 2	\$17.27	Step 2	\$17.27	Step 2	\$ 17.62
			Step 3	\$17.82	Step 3	\$18.18	Step 3	\$18.18	Step 3	\$ 18.55
			Step 4	\$18.76	Step 4	\$19.14	Step 4	\$19.14	Step 4	\$ 19.53
			Step 5	\$19.75	Step 5	\$20.15	Step 5	\$20.15	Step 5	\$ 20.56
921	Non-exempt	Instructor Aide	Step 1	\$9.69	Step 1	\$9.89	Step 1	\$11.00	Step 1	\$ 10.10
			Step 2	\$10.20	Step 2	\$10.41	Step 2	\$11.58	Step 2	\$ 10.63
			Step 3	\$10.74	Step 3	\$10.96	Step 3	\$12.19	Step 3	\$ 11.19
			Step 4	\$11.31	Step 4	\$11.54	Step 4	\$12.83	Step 4	\$ 11.78
			Step 5	\$11.91	Step 5	\$12.15	Step 5	\$13.51	Step 5	\$ 12.40
922	Non-exempt	Instructor I	Step 1	\$20.20	Step 1	\$20.62	Step 1	\$20.62	Step 1	\$ 21.02
			Step 2	\$21.26	Step 2	\$21.70	Step 2	\$21.70	Step 2	\$ 22.13
			Step 3	\$22.38	Step 3	\$22.84	Step 3	\$22.84	Step 3	\$ 23.29
			Step 4	\$23.56	Step 4	\$24.04	Step 4	\$24.04	Step 4	\$ 24.52
			Step 5	\$24.80	Step 5	\$25.30	Step 5	\$25.30	Step 5	\$ 25.81
923	Non-exempt	Instructor II	Step 1	\$24.61	Step 1	\$25.10	Step 1	\$25.10	Step 1	\$ 25.60
			Step 2	\$25.90	Step 2	\$26.42	Step 2	\$26.42	Step 2	\$ 26.95
			Step 3	\$27.26	Step 3	\$27.81	Step 3	\$27.81	Step 3	\$ 28.37
			Step 4	\$28.69	Step 4	\$29.27	Step 4	\$29.27	Step 4	\$ 29.86
			Step 5	\$30.20	Step 5	\$30.81	Step 5	\$30.81	Step 5	\$ 31.43
982	Non-exempt	Instructor III	Step 1	\$28.31	Step 1	\$28.89	Step 1	\$28.89	Step 1	\$ 29.46
			Step 2	\$29.80	Step 2	\$30.41	Step 2	\$30.41	Step 2	\$ 31.01
			Step 3	\$31.37	Step 3	\$32.01	Step 3	\$32.01	Step 3	\$ 32.64
			Step 4	\$33.02	Step 4	\$33.69	Step 4	\$33.69	Step 4	\$ 34.36
			Step 5	\$34.76	Step 5	\$35.46	Step 5	\$35.46	Step 5	\$ 36.17
924	Non-exempt	Librarian	Step 1	\$25.98	Step 1	\$26.50	Step 1	\$26.50	Step 1	\$ 27.03
			Step 2	\$27.35	Step 2	\$27.89	Step 2	\$27.89	Step 2	\$ 28.45
			Step 3	\$28.79	Step 3	\$29.36	Step 3	\$29.36	Step 3	\$ 29.95
			Step 4	\$30.30	Step 4	\$30.90	Step 4	\$30.90	Step 4	\$ 31.53
			Step 5	\$31.89	Step 5	\$32.53	Step 5	\$32.53	Step 5	\$ 33.19
925	Non-exempt	Library Clerk	Step 1	\$19.33	Step 1	\$19.73	Step 1	\$19.73	Step 1	\$ 20.13
			Step 2	\$20.35	Step 2	\$20.77	Step 2	\$20.77	Step 2	\$ 21.19
			Step 3	\$21.42	Step 3	\$21.86	Step 3	\$21.86	Step 3	\$ 22.30
			Step 4	\$22.55	Step 4	\$23.01	Step 4	\$23.01	Step 4	\$ 23.47
			Step 5	\$23.74	Step 5	\$24.22	Step 5	\$24.22	Step 5	\$ 24.71
930	Non-exempt	Library Page	Step 1	\$11.85	Step 1	\$12.09	Step 1	\$12.09	Step 1	\$ 12.34
			Step 2	\$12.47	Step 2	\$12.73	Step 2	\$12.73	Step 2	\$ 12.99
			Step 3	\$13.13	Step 3	\$13.40	Step 3	\$13.40	Step 3	\$ 13.67
			Step 4	\$13.82	Step 4	\$14.11	Step 4	\$14.11	Step 4	\$ 14.39
			Step 5	\$14.55	Step 5	\$14.85	Step 5	\$14.85	Step 5	\$ 15.15
			Step 1	\$15.56	Step 1	\$15.87	Step 1	\$15.87	Step 1	\$ 16.20

ATTACHMENT B

**Limited Hourly 2014-2017 Salary Schedule
effective 01-01-2016**

935	Non-exempt	Maintenance Assistant	Step 2	\$16.38	Step 2	\$16.71	Step 2	\$16.71	Step 2	\$ 17.05
			Step 3	\$17.24	Step 3	\$17.59	Step 3	\$17.59	Step 3	\$ 17.95
			Step 4	\$18.15	Step 4	\$18.52	Step 4	\$18.52	Step 4	\$ 18.89
			Step 5	\$19.10	Step 5	\$19.49	Step 5	\$19.49	Step 5	\$ 19.88
936	Non-exempt	Open Space Technician	Step 1	\$15.56	Step 1	\$15.87	Step 1	\$15.87	Step 1	\$ 16.20
			Step 2	\$16.38	Step 2	\$16.71	Step 2	\$16.71	Step 2	\$ 17.05
			Step 3	\$17.24	Step 3	\$17.59	Step 3	\$17.59	Step 3	\$ 17.95
			Step 4	\$18.15	Step 4	\$18.52	Step 4	\$18.52	Step 4	\$ 18.89
			Step 5	\$19.10	Step 5	\$19.49	Step 5	\$19.49	Step 5	\$ 19.88
937	Non-exempt	Print Shop Assistant	Step 1	\$19.33	Step 1	\$19.73	Step 1	\$19.73	Step 1	\$ 20.13
			Step 2	\$20.35	Step 2	\$20.77	Step 2	\$20.77	Step 2	\$ 21.19
			Step 3	\$21.42	Step 3	\$21.86	Step 3	\$21.86	Step 3	\$ 22.30
			Step 4	\$22.55	Step 4	\$23.01	Step 4	\$23.01	Step 4	\$ 23.47
			Step 5	\$23.74	Step 5	\$24.22	Step 5	\$24.22	Step 5	\$ 24.71
938	Non-exempt	Project Construction Inspector	Step 1	\$27.98	Step 1	\$28.55	Step 1	\$28.55	Step 1	\$ 29.12
			Step 2	\$29.45	Step 2	\$30.05	Step 2	\$30.05	Step 2	\$ 30.65
			Step 3	\$31.00	Step 3	\$31.63	Step 3	\$31.63	Step 3	\$ 32.26
			Step 4	\$32.63	Step 4	\$33.29	Step 4	\$33.29	Step 4	\$ 33.96
			Step 5	\$34.35	Step 5	\$35.04	Step 5	\$35.04	Step 5	\$ 35.75
939	Non-exempt	Project Specialist	Step 1	\$21.38	Step 1	\$21.80	Step 1	\$21.80	Step 1	\$ 22.24
			Step 2	\$22.50	Step 2	\$22.95	Step 2	\$22.95	Step 2	\$ 23.41
			Step 3	\$23.68	Step 3	\$24.16	Step 3	\$24.16	Step 3	\$ 24.64
			Step 4	\$24.93	Step 4	\$25.43	Step 4	\$25.43	Step 4	\$ 25.94
			Step 5	\$26.24	Step 5	\$26.77	Step 5	\$26.77	Step 5	\$ 27.31
940	Non-exempt	Recreation Aide	Step 1	\$9.69	Step 1	\$9.89	Step 1	\$11.00	Step 1	\$ 10.10
			Step 2	\$10.20	Step 2	\$10.41	Step 2	\$11.58	Step 2	\$ 10.63
			Step 3	\$10.74	Step 3	\$10.96	Step 3	\$12.19	Step 3	\$ 11.19
			Step 4	\$11.31	Step 4	\$11.54	Step 4	\$12.83	Step 4	\$ 11.78
			Step 5	\$11.91	Step 5	\$12.15	Step 5	\$13.51	Step 5	\$ 12.40
941	Non-exempt	Recreation Leader I	Step 1	\$9.69	Step 1	\$9.89	Step 1	\$11.00	Step 1	\$ 10.10
			Step 2	\$10.20	Step 2	\$10.41	Step 2	\$11.58	Step 2	\$ 10.63
			Step 3	\$10.74	Step 3	\$10.96	Step 3	\$12.19	Step 3	\$ 11.19
			Step 4	\$11.31	Step 4	\$11.54	Step 4	\$12.83	Step 4	\$ 11.78
			Step 5	\$11.91	Step 5	\$12.15	Step 5	\$13.51	Step 5	\$ 12.40
942	Non-exempt	Recreation Leader II	Step 1	\$13.12	Step 1	\$13.39	Step 1	\$13.39	Step 1	\$ 13.64
			Step 2	\$13.81	Step 2	\$14.09	Step 2	\$14.09	Step 2	\$ 14.36
			Step 3	\$14.54	Step 3	\$14.83	Step 3	\$14.83	Step 3	\$ 15.12
			Step 4	\$15.30	Step 4	\$15.61	Step 4	\$15.61	Step 4	\$ 15.92
			Step 5	\$16.10	Step 5	\$16.43	Step 5	\$16.43	Step 5	\$ 16.76
			Step 1	\$16.32	Step 1	\$16.65	Step 1	\$16.65	Step 1	\$ 16.99

ATTACHMENT B

**Limited Hourly 2014-2017 Salary Schedule
effective 01-01-2016**

943	Non-exempt	Recreation Leader III	Step 2	\$17.18	Step 2	\$17.53	Step 2	\$17.53	Step 2	\$ 17.88
			Step 3	\$18.08	Step 3	\$18.45	Step 3	\$18.45	Step 3	\$ 18.82
			Step 4	\$19.03	Step 4	\$19.42	Step 4	\$19.42	Step 4	\$ 19.81
			Step 5	\$20.03	Step 5	\$20.44	Step 5	\$20.44	Step 5	\$ 20.85
948	Non-exempt	Stock Clerk	Step 1	\$15.48	Step 1	\$15.79	Step 1	\$15.79	Step 1	\$ 16.10
			Step 2	\$16.29	Step 2	\$16.62	Step 2	\$16.62	Step 2	\$ 16.95
			Step 3	\$17.15	Step 3	\$17.49	Step 3	\$17.49	Step 3	\$ 17.84
			Step 4	\$18.05	Step 4	\$18.41	Step 4	\$18.41	Step 4	\$ 18.78
			Step 5	\$19.00	Step 5	\$19.38	Step 5	\$19.38	Step 5	\$ 19.77
949	Non-exempt	Swim Instructor/Lifeguard	Step 1	\$11.06	Step 1	\$11.29	Step 1	\$11.29	Step 1	\$ 11.50
			Step 2	\$11.64	Step 2	\$11.88	Step 2	\$11.88	Step 2	\$ 12.11
			Step 3	\$12.25	Step 3	\$12.50	Step 3	\$12.50	Step 3	\$ 12.75
			Step 4	\$12.89	Step 4	\$13.16	Step 4	\$13.16	Step 4	\$ 13.42
			Step 5	\$13.57	Step 5	\$13.85	Step 5	\$13.85	Step 5	\$ 14.13
950	Non-exempt	Technical Specialist	Step 1	\$17.31	Step 1	\$17.66	Step 1	\$17.66	Step 1	\$ 18.01
			Step 2	\$18.22	Step 2	\$18.59	Step 2	\$18.59	Step 2	\$ 18.96
			Step 3	\$19.18	Step 3	\$19.57	Step 3	\$19.57	Step 3	\$ 19.96
			Step 4	\$20.19	Step 4	\$20.60	Step 4	\$20.60	Step 4	\$ 21.01
			Step 5	\$21.25	Step 5	\$21.68	Step 5	\$21.68	Step 5	\$ 22.12
951	Non-exempt	Arts & Science Professional I	Step 1	\$20.20	Step 1	\$20.62	Step 1	\$20.62	Step 1	\$ 21.02
			Step 2	\$21.26	Step 2	\$21.70	Step 2	\$21.70	Step 2	\$ 22.13
			Step 3	\$22.38	Step 3	\$22.84	Step 3	\$22.84	Step 3	\$ 23.29
			Step 4	\$23.56	Step 4	\$24.04	Step 4	\$24.04	Step 4	\$ 24.52
			Step 5	\$24.80	Step 5	\$25.30	Step 5	\$25.30	Step 5	\$ 25.81
952	Non-exempt	Arts & Science Professional II	Step 1	\$24.61	Step 1	\$25.10	Step 1	\$25.10	Step 1	\$ 25.60
			Step 2	\$25.90	Step 2	\$26.42	Step 2	\$26.42	Step 2	\$ 26.95
			Step 3	\$27.26	Step 3	\$27.81	Step 3	\$27.81	Step 3	\$ 28.37
			Step 4	\$28.69	Step 4	\$29.27	Step 4	\$29.27	Step 4	\$ 29.86
			Step 5	\$30.20	Step 5	\$30.81	Step 5	\$30.81	Step 5	\$ 31.43
983	Non-exempt	Arts & Science Professional III	Step 1	\$28.31	Step 1	\$28.89	Step 1	\$28.89	Step 1	\$ 29.46
			Step 2	\$29.80	Step 2	\$30.41	Step 2	\$30.41	Step 2	\$ 31.01
			Step 3	\$31.37	Step 3	\$32.01	Step 3	\$32.01	Step 3	\$ 32.64
			Step 4	\$33.02	Step 4	\$33.69	Step 4	\$33.69	Step 4	\$ 34.36
			Step 5	\$34.76	Step 5	\$35.46	Step 5	\$35.46	Step 5	\$ 36.17
953	Non-exempt	Arts & Science Technician	Step 1	\$14.35	Step 1	\$14.64	Step 1	\$14.64	Step 1	\$ 14.92
			Step 2	\$15.10	Step 2	\$15.41	Step 2	\$15.41	Step 2	\$ 15.71
			Step 3	\$15.89	Step 3	\$16.22	Step 3	\$16.22	Step 3	\$ 16.54
			Step 4	\$16.73	Step 4	\$17.07	Step 4	\$17.07	Step 4	\$ 17.41
			Step 5	\$17.61	Step 5	\$17.97	Step 5	\$17.97	Step 5	\$ 18.33

ATTACHMENT B

**Limited Hourly 2014-2017 Salary Schedule
effective 01-01-2016**

954	Non-exempt	Arts & Science Aide	Step 1	\$9.47	Step 1	\$9.66	Step 1	\$11.00	Step 1	\$ 9.86
			Step 2	\$9.97	Step 2	\$10.17	Step 2	\$11.58	Step 2	\$ 10.38
			Step 3	\$10.49	Step 3	\$10.71	Step 3	\$12.19	Step 3	\$ 10.93
			Step 4	\$11.04	Step 4	\$11.27	Step 4	\$12.83	Step 4	\$ 11.50
			Step 5	\$11.62	Step 5	\$11.86	Step 5	\$13.51	Step 5	\$ 12.10
955	Non-exempt	Zoological Assistant	Step 1	\$21.38	Step 1	\$21.80	Step 1	\$21.80	Step 1	\$ 22.24
			Step 2	\$22.50	Step 2	\$22.95	Step 2	\$22.95	Step 2	\$ 23.41
			Step 3	\$23.68	Step 3	\$24.16	Step 3	\$24.16	Step 3	\$ 24.64
			Step 4	\$24.93	Step 4	\$25.43	Step 4	\$25.43	Step 4	\$ 25.94
			Step 5	\$26.24	Step 5	\$26.77	Step 5	\$26.77	Step 5	\$ 27.31
960	Non-exempt	Police Reserve I	Step 1	\$21.56	Step 1	\$21.98	Step 1	\$21.98	Step 1	\$ 22.42
			Step 2	\$22.69	Step 2	\$23.14	Step 2	\$23.14	Step 2	\$ 23.60
			Step 3	\$23.88	Step 3	\$24.36	Step 3	\$24.36	Step 3	\$ 24.84
			Step 4	\$25.14	Step 4	\$25.64	Step 4	\$25.64	Step 4	\$ 26.15
			Step 5	\$26.46	Step 5	\$26.99	Step 5	\$26.99	Step 5	\$ 27.53
961	Non-exempt	Police Reserve II	Step 1	\$17.24	Step 1	\$17.59	Step 1	\$17.59	Step 1	\$ 17.96
			Step 2	\$18.15	Step 2	\$18.52	Step 2	\$18.52	Step 2	\$ 18.90
			Step 3	\$19.10	Step 3	\$19.49	Step 3	\$19.49	Step 3	\$ 19.89
			Step 4	\$20.11	Step 4	\$20.52	Step 4	\$20.52	Step 4	\$ 20.94
			Step 5	\$21.17	Step 5	\$21.60	Step 5	\$21.60	Step 5	\$ 22.04
962	Non-exempt	Technician I	Step 1	\$15.56	Step 1	\$15.87	Step 1	\$15.87	Step 1	\$ 16.20
			Step 2	\$16.38	Step 2	\$16.71	Step 2	\$16.71	Step 2	\$ 17.05
			Step 3	\$17.24	Step 3	\$17.59	Step 3	\$17.59	Step 3	\$ 17.95
			Step 4	\$18.15	Step 4	\$18.52	Step 4	\$18.52	Step 4	\$ 18.89
			Step 5	\$19.10	Step 5	\$19.49	Step 5	\$19.49	Step 5	\$ 19.88
963	Non-exempt	Technician II	Step 1	\$21.38	Step 1	\$21.80	Step 1	\$21.80	Step 1	\$ 22.24
			Step 2	\$22.50	Step 2	\$22.95	Step 2	\$22.95	Step 2	\$ 23.41
			Step 3	\$23.68	Step 3	\$24.16	Step 3	\$24.16	Step 3	\$ 24.64
			Step 4	\$24.93	Step 4	\$25.43	Step 4	\$25.43	Step 4	\$ 25.94
			Step 5	\$26.24	Step 5	\$26.77	Step 5	\$26.77	Step 5	\$ 27.31
972	TBD	Management Specialist	Min	Max	Min	Max	Min	Max	Min	Max
			\$10	TBD	\$10	TBD	\$11	\$100	\$11	\$100

ATTACHMENT C

Ordinance No. XXXX

ORDINANCE OF THE COUNCIL OF THE CITY OF PALO ALTO AMENDING THE BUDGET FOR FISCAL YEAR 2016 TO PROVIDE AN ADDITIONAL APPROPRIATION OF \$248,000 TO THE ADMINISTRATIVE SERVICES DEPARTMENT OPERATING BUDGET TO ESTABLISH A CONTRACT COMPLIANCE PROGRAM AND ADMINISTRATION OF THE LIVING WAGE ORDINANCE REQUIREMENTS, OFFSET BY REDUCTION TO THE BUDGET STABILIZATION RESERVE.

The Council of the City of Palo Alto does ORDAIN as follows:

SECTION 1. The Council of the City of Palo Alto finds and determines as follows:

A. Pursuant to the provisions of Section 12 of Article III of the Charter of the City of Palo Alto, the Council on June 15, 2015 did adopt a budget for fiscal year 2016; and

B. On December 1, 2014, the City Council passed a resolution that prevailing wage be paid on City construction projects to ensure the City has access to state and federal grant funding and to be in compliance with State Senate Bill 7 from 2013; and

C. On October 19, 2015, the City Council passed an ordinance setting a minimum wage of \$11.00 per hour for people working in Palo Alto effective January 1, 2016; and

D. For minimum wage compliance the City has contracted with the City of San Jose Office of Equality Assurance to provide compliant review and follow-up services, in the amount of \$20,000; and

E. In October 2015, a Compliance Officer was hired to begin the implementation of compliance measures, and the City Manager's Contingency Account was used to provide initial funding in the amount of \$35,000, and a backfill is requested to replenish the funds in the City Manager's Contingent Reserve; and

SECTION 2. Therefore, the sum of Two Hundred Forty Eight Thousand Dollars (\$248,000) is hereby appropriated to the Administrative Services Department Operating Budget for Contract Compliance Services and is offset by a decrease to the Budget Stabilization Reserve.

SECTION 3. As provided in Section 2.04.330 of the Palo Alto Municipal Code, this ordinance shall become effective upon adoption.

SECTION 4. The actions taken in this ordinance do not constitute a project requiring environmental review under the California Environmental Quality Act (CEQA).

//

ATTACHMENT C

INTRODUCED AND PASSED: Enter Date Here

AYES:

NOES:

ABSENT:

ABSTENTIONS:

NOT PARTICIPATING:

ATTEST:

City Clerk

APPROVED AS TO FORM:

Senior Assistant City Attorney

Mayor

APPROVED:

City Manager

Director of Administrative Services

161970 Bidders list

Contractor Staffing Agencies:

Materials & Contract Services,

Received: three (3) resume's, only one of which as a compliance officer (*Kato Cooks*).

Robert Half Staffing,

Received: five (5) resume's, all were contract managers w/some compliance experience.

ACRO Staffing,

Received: one (1) resume' which was a contract manager w/some compliance experience.

Premier Staffing

Received: zero (0) resume's.

**CITY OF PALO ALTO CONTRACT NO.
AGREEMENT BETWEEN THE CITY OF PALO ALTO AND
FOR PROFESSIONAL SERVICES**

This Agreement is entered into on this _____ day of November, 2015, (“Agreement”) by and between the CITY OF PALO ALTO, a California chartered municipal corporation (“CITY”), and CITY OF SAN JOSE, a municipal corporation, (“CONSULTANT”).

RECITALS

The following recitals are a substantive portion of this Agreement.

- A. CITY intends to institute and manage minimum wage compliance enforcement (“Project”) and desires to engage a consultant to provide the professional services required in connection with the Project (“Services”).
- B. CONSULTANT has represented that it has the necessary professional expertise, qualifications, and capability, and all required licenses and/or certifications to provide the Services.
- C. CITY in reliance on these representations desires to engage CONSULTANT to provide the Services as more fully described in Exhibit “A”, attached to and made a part of this Agreement.

NOW, THEREFORE, in consideration of the recitals, covenants, terms, and conditions, in this Agreement, the parties agree:

AGREEMENT

SECTION 1. SCOPE OF SERVICES. CONSULTANT shall perform the Services described at Exhibit “A” in accordance with the terms and conditions contained in this Agreement. The performance of all Services shall be to the reasonable satisfaction of CITY.

Optional On-Call Provision (This provision only applies if checked and only applies to on-call agreements.)

Services will be authorized by CITY, as needed, with a Task Order assigned and approved by CITY’s Project Manager. Each Task Order shall be in substantially the same form as Exhibit A-1. Each Task Order shall designate a CITY Project Manager and shall contain a specific scope of work, a specific schedule of performance and a specific compensation amount. The total price of all Task Orders issued under this Agreement shall not exceed the amount of Compensation set forth in Section 4 of this Agreement. CONSULTANT shall only be compensated for work performed under an authorized Task Order and CITY may elect, but is not required, to authorize work up to the maximum compensation amount set forth in Section 4.

SECTION 2. TERM.

The term of this Agreement shall be from the date of its full execution through December 1st, 2018, unless terminated earlier pursuant to Section 19 of this Agreement.

SECTION 3. SCHEDULE OF PERFORMANCE. Time is of the essence in the performance of Services under this Agreement. CONSULTANT shall complete the Services within the term of this Agreement and in accordance with the schedule set forth in Exhibit "B", attached to and made a part of this Agreement. Any Services for which times for performance are not specified in this Agreement shall be commenced and completed by CONSULTANT in a reasonably prompt and timely manner based upon the circumstances and direction communicated to the CONSULTANT. CITY's agreement to extend the term or the schedule for performance shall not preclude recovery of damages for delay if the extension is required due to the fault of CONSULTANT.

SECTION 4. NOT TO EXCEED COMPENSATION. The compensation to be paid to CONSULTANT for performance of the Services described in Exhibit "A", including both payment for professional services and reimbursable expenses, shall not exceed Twenty Thousand Dollars (\$20,000.00) per fiscal year. The applicable rates and schedule of payment are set out at Exhibit "C-1", entitled "FEE SCHEDULE," which is attached to and made a part of this Agreement.

Additional Services, if any, shall be authorized in accordance with and subject to the provisions of Exhibit "C". CONSULTANT shall not receive any compensation for Additional Services performed without the prior written authorization of CITY. Additional Services shall mean any work that is determined by CITY to be necessary for the proper completion of the Project, but which is not included within the Scope of Services described at Exhibit "A".

SECTION 5. INVOICES. In order to request payment, CONSULTANT shall submit monthly invoices to the CITY describing the services performed and the applicable charges (including an identification of personnel who performed the services, hours worked, hourly rates, and reimbursable expenses), based upon the CONSULTANT's billing rates (set forth in Exhibit "C-1"). If applicable, the invoice shall also describe the percentage of completion of each task. The information in CONSULTANT's payment requests shall be subject to verification by CITY. CONSULTANT shall send all invoices to the City's project manager at the address specified in Section 13 below. The City will generally process and pay invoices within thirty (30) days of receipt.

SECTION 6. QUALIFICATIONS/STANDARD OF CARE. All of the Services shall be performed by CONSULTANT or under CONSULTANT's supervision. CONSULTANT represents that it possesses the professional and technical personnel necessary to perform the Services required by this Agreement and that the personnel have sufficient skill and experience to perform the Services assigned to them. CONSULTANT represents that it, its employees and subconsultants, if permitted, have and shall maintain during the term of this Agreement all licenses, permits, qualifications, insurance and approvals of whatever nature that are legally required to perform the Services.

All of the services to be furnished by CONSULTANT under this agreement shall meet the professional standard and quality that prevail among professionals in the same discipline and of

similar knowledge and skill engaged in related work throughout California under the same or similar circumstances.

SECTION 7. COMPLIANCE WITH LAWS. CONSULTANT shall keep itself informed of and in compliance with all federal, state and local laws, ordinances, regulations, and orders that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this Agreement. CONSULTANT shall procure all permits and licenses, pay all charges and fees, and give all notices required by law in the performance of the Services.

SECTION 8. ERRORS/OMISSIONS. CONSULTANT shall correct, at no cost to CITY, any and all errors, omissions, or ambiguities in the work product submitted to CITY, provided CITY gives notice to CONSULTANT. If CONSULTANT has prepared plans and specifications or other design documents to construct the Project, CONSULTANT shall be obligated to correct any and all errors, omissions or ambiguities discovered prior to and during the course of construction of the Project. This obligation shall survive termination of the Agreement.

SECTION 9. COST ESTIMATES. If this Agreement pertains to the design of a public works project, CONSULTANT shall submit estimates of probable construction costs at each phase of design submittal. If the total estimated construction cost at any submittal exceeds ten percent (10%) of CITY's stated construction budget, CONSULTANT shall make recommendations to CITY for aligning the PROJECT design with the budget, incorporate CITY approved recommendations, and revise the design to meet the Project budget, at no additional cost to CITY.

SECTION 10. INDEPENDENT CONTRACTOR. It is understood and agreed that in performing the Services under this Agreement CONSULTANT, and any person employed by or contracted with CONSULTANT to furnish labor and/or materials under this Agreement, shall act as and be an independent contractor and not an agent or employee of CITY.

SECTION 11. ASSIGNMENT. The parties agree that the expertise and experience of CONSULTANT are material considerations for this Agreement. CONSULTANT shall not assign or transfer any interest in this Agreement nor the performance of any of CONSULTANT's obligations hereunder without the prior written consent of the city manager. Consent to one assignment will not be deemed to be consent to any subsequent assignment. Any assignment made without the approval of the city manager will be void.

SECTION 12. SUBCONTRACTING.

Option A: No Subcontractor: CONSULTANT shall not subcontract any portion of the work to be performed under this Agreement without the prior written authorization of the city manager or designee.

Option B: Subcontracts Authorized: Notwithstanding Section 11 above, CITY agrees that subconsultants may be used to complete the Services. The subconsultants authorized by CITY to perform work on this Project are:

CONSULTANT shall be responsible for directing the work of any subconsultants and for any compensation due to subconsultants. CITY assumes no responsibility whatsoever concerning

compensation. CONSULTANT shall be fully responsible to CITY for all acts and omissions of a subconsultant. CONSULTANT shall change or add subconsultants only with the prior approval of the city manager or his designee.

SECTION 13. PROJECT MANAGEMENT. CONSULTANT will assign [*representative*] as the Office of Equity Assurance (OEA) to have supervisory responsibility for the performance, progress, and execution of the Services and as the project manager to represent CONSULTANT during the day-to-day work on the Project. If circumstances cause the substitution of the project director, project coordinator, or any other key personnel for any reason, the appointment of a substitute project director and the assignment of any key new or replacement personnel will be subject to the prior written approval of the CITY's project manager. CONSULTANT, at CITY's request, shall promptly remove personnel who CITY finds do not perform the Services in an acceptable manner, are uncooperative, or present a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property.

CITY's project manager is Compliance Office Kato Cooks, Administrative Services Department, 250 Hamilton Ave., Palo Alto, CA 94303, Telephone:650.329.6271. The project manager will be CONSULTANT's point of contact with respect to performance, progress and execution of the Services. CITY may designate an alternate project manager from time to time.

SECTION 14. OWNERSHIP OF MATERIALS. Upon delivery, all work product, including without limitation, all writings, drawings, plans, reports, specifications, calculations, documents, other materials and copyright interests developed under this Agreement shall be and remain the exclusive property of CITY without restriction or limitation upon their use. CONSULTANT agrees that all copyrights which arise from creation of the work pursuant to this Agreement shall be vested in CITY, and CONSULTANT waives and relinquishes all claims to copyright or other intellectual property rights in favor of the CITY. Neither CONSULTANT nor its contractors, if any, shall make any of such materials available to any individual or organization without the prior written approval of the City Manager or designee. CONSULTANT makes no representation of the suitability of the work product for use in or application to circumstances not contemplated by the scope of work.

SECTION 15. AUDITS. CONSULTANT will permit CITY to audit, at any reasonable time during the term of this Agreement and for three (3) years thereafter, CONSULTANT's records pertaining to matters covered by this Agreement. CONSULTANT further agrees to maintain and retain such records for at least three (3) years after the expiration or earlier termination of this Agreement.

SECTION 16. INDEMNITY.

[Option A applies to the following design professionals pursuant to Civil Code Section 2782.8: architects; landscape architects; registered professional engineers and licensed professional land surveyors.] 16.1. To the fullest extent permitted by law, CONSULTANT shall protect, indemnify, defend and hold harmless CITY, its Council members, officers, employees and agents (each an "Indemnified Party") from and against any and all demands, claims, or liability of any nature, including death or injury to any person, property damage or any other loss, including all costs and expenses of whatever nature including attorneys fees, experts fees, court costs and disbursements ("Claims") that arise out of, pertain to, or relate to the

negligence, recklessness, or willful misconduct of CONSULTANT, its officers, employees, agents or contractors under this Agreement, regardless of whether or not it is caused in part by an Indemnified Party.

[**Option B applies to any consultant who does not qualify as a design professional as defined in Civil Code Section 2782.8.**] 16.1. To the fullest extent permitted by law, CONSULTANT shall protect, indemnify, defend and hold harmless CITY, its Council members, officers, employees and agents (each an “Indemnified Party”) from and against any and all demands, claims, or liability of any nature, including death or injury to any person, property damage or any other loss, including all costs and expenses of whatever nature including attorneys fees, experts fees, court costs and disbursements (“Claims”) resulting from, arising out of or in any manner related to performance or nonperformance by CONSULTANT, its officers, employees, agents or contractors under this Agreement, regardless of whether or not it is caused in part by an Indemnified Party.

16.2. Notwithstanding the above, nothing in this Section 16 shall be construed to require CONSULTANT to indemnify an Indemnified Party from Claims arising from the active negligence, sole negligence or willful misconduct of an Indemnified Party.

16.3. The acceptance of CONSULTANT’s services and duties by CITY shall not operate as a waiver of the right of indemnification. The provisions of this Section 16 shall survive the expiration or early termination of this Agreement.

SECTION 17. WAIVERS. The waiver by either party of any breach or violation of any covenant, term, condition or provision of this Agreement, or of the provisions of any ordinance or law, will not be deemed to be a waiver of any other term, covenant, condition, provisions, ordinance or law, or of any subsequent breach or violation of the same or of any other term, covenant, condition, provision, ordinance or law.

SECTION 18. INSURANCE.

18.1. CONSULTANT, at its sole cost and expense, shall obtain and maintain, in full force and effect during the term of this Agreement, the insurance coverage described in Exhibit "D". CONSULTANT and its contractors, if any, shall obtain a policy endorsement naming CITY as an additional insured under any general liability or automobile policy or policies.

18.2. All insurance coverage required hereunder shall be provided through carriers with AM Best’s Key Rating Guide ratings of A-:VII or higher which are licensed or authorized to transact insurance business in the State of California. Any and all contractors of CONSULTANT retained to perform Services under this Agreement will obtain and maintain, in full force and effect during the term of this Agreement, identical insurance coverage, naming CITY as an additional insured under such policies as required above.

18.3. Certificates evidencing such insurance shall be filed with CITY concurrently with the execution of this Agreement. The certificates will be subject to the approval of CITY’s Risk Manager and will contain an endorsement stating that the insurance is primary coverage and will not be canceled, or materially reduced in coverage or limits, by the

insurer except after filing with the Purchasing Manager thirty (30) days' prior written notice of the cancellation or modification. If the insurer cancels or modifies the insurance and provides less than thirty (30) days' notice to CONSULTANT, CONSULTANT shall provide the Purchasing Manager written notice of the cancellation or modification within two (2) business days of the CONSULTANT's receipt of such notice. CONSULTANT shall be responsible for ensuring that current certificates evidencing the insurance are provided to CITY's Chief Procurement Officer during the entire term of this Agreement.

18.4. The procuring of such required policy or policies of insurance will not be construed to limit CONSULTANT's liability hereunder nor to fulfill the indemnification provisions of this Agreement. Notwithstanding the policy or policies of insurance, CONSULTANT will be obligated for the full and total amount of any damage, injury, or loss caused by or directly arising as a result of the Services performed under this Agreement, including such damage, injury, or loss arising after the Agreement is terminated or the term has expired.

SECTION 19. TERMINATION OR SUSPENSION OF AGREEMENT OR SERVICES.

19.1. The City Manager may suspend the performance of the Services, in whole or in part, or terminate this Agreement, with or without cause, by giving ten (10) days prior written notice thereof to CONSULTANT. Upon receipt of such notice, CONSULTANT will immediately discontinue its performance of the Services.

19.2. CONSULTANT may terminate this Agreement or suspend its performance of the Services by giving thirty (30) days prior written notice thereof to CITY, but only in the event of a substantial failure of performance by CITY.

19.3. Upon such suspension or termination, CONSULTANT shall deliver to the City Manager immediately any and all copies of studies, sketches, drawings, computations, and other data, whether or not completed, prepared by CONSULTANT or its contractors, if any, or given to CONSULTANT or its contractors, if any, in connection with this Agreement. Such materials will become the property of CITY.

19.4. Upon such suspension or termination by CITY, CONSULTANT will be paid for the Services rendered or materials delivered to CITY in accordance with the scope of services on or before the effective date (i.e., 10 days after giving notice) of suspension or termination; provided, however, if this Agreement is suspended or terminated on account of a default by CONSULTANT, CITY will be obligated to compensate CONSULTANT only for that portion of CONSULTANT's services which are of direct and immediate benefit to CITY as such determination may be made by the City Manager acting in the reasonable exercise of his/her discretion. The following Sections will survive any expiration or termination of this Agreement: 14, 15, 16, 19.4, 20, and 25.

19.5. No payment, partial payment, acceptance, or partial acceptance by CITY will operate as a waiver on the part of CITY of any of its rights under this Agreement.

SECTION 20. NOTICES.

All notices hereunder will be given in writing and mailed, postage prepaid, by certified mail, addressed as follows:

To CITY: Office of the City Clerk
 City of Palo Alto
 Post Office Box 10250
 Palo Alto, CA 94303

With a copy to the Purchasing Manager

To CONSULTANT: Attention of the project director
 at the address of CONSULTANT recited above

SECTION 21. CONFLICT OF INTEREST.

21.1. In accepting this Agreement, CONSULTANT covenants that it presently has no interest, and will not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the Services.

21.2. CONSULTANT further covenants that, in the performance of this Agreement, it will not employ subconsultants, contractors or persons having such an interest. CONSULTANT certifies that no person who has or will have any financial interest under this Agreement is an officer or employee of CITY; this provision will be interpreted in accordance with the applicable provisions of the Palo Alto Municipal Code and the Government Code of the State of California.

21.3. If the Project Manager determines that CONSULTANT is a “Consultant” as that term is defined by the Regulations of the Fair Political Practices Commission, CONSULTANT shall be required and agrees to file the appropriate financial disclosure documents required by the Palo Alto Municipal Code and the Political Reform Act.

SECTION 22. NONDISCRIMINATION. As set forth in Palo Alto Municipal Code section 2.30.510, CONSULTANT certifies that in the performance of this Agreement, it shall not discriminate in the employment of any person because of the race, skin color, gender, age, religion, disability, national origin, ancestry, sexual orientation, housing status, marital status, familial status, weight or height of such person. CONSULTANT acknowledges that it has read and understands the provisions of Section 2.30.510 of the Palo Alto Municipal Code relating to Nondiscrimination Requirements and the penalties for violation thereof, and agrees to meet all requirements of Section 2.30.510 pertaining to nondiscrimination in employment.

SECTION 23. ENVIRONMENTALLY PREFERRED PURCHASING AND ZERO WASTE REQUIREMENTS. CONSULTANT shall comply with the CITY’s Environmentally Preferred Purchasing policies which are available at CITY’s Purchasing Department, incorporated by reference and may be amended from time to time. CONSULTANT shall comply with waste reduction, reuse, recycling and disposal requirements of CITY’s Zero Waste Program. Zero Waste best practices include first minimizing and reducing waste; second,

reusing waste and third, recycling or composting waste. In particular, CONSULTANT shall comply with the following zero waste requirements:

- All printed materials provided by CCONSULTANT to CITY generated from a personal computer and printer including but not limited to, proposals, quotes, invoices, reports, and public education materials, shall be double-sided and printed on a minimum of 30% or greater post-consumer content paper, unless otherwise approved by CITY's Project Manager. Any submitted materials printed by a professional printing company shall be a minimum of 30% or greater post-consumer material and printed with vegetable based inks.
- Goods purchased by CONSULTANT on behalf of CITY shall be purchased in accordance with CITY's Environmental Purchasing Policy including but not limited to Extended Producer Responsibility requirements for products and packaging. A copy of this policy is on file at the Purchasing Division's office.
- Reusable/returnable pallets shall be taken back by CONSULTANT, at no additional cost to CITY, for reuse or recycling. CONSULTANT shall provide documentation from the facility accepting the pallets to verify that pallets are not being disposed.

SECTION 24. NON-APPROPRIATION

24.1. This Agreement is subject to the fiscal provisions of the Charter of the City of Palo Alto and the Palo Alto Municipal Code. This Agreement will terminate without any penalty (a) at the end of any fiscal year in the event that funds are not appropriated for the following fiscal year, or (b) at any time within a fiscal year in the event that funds are only appropriated for a portion of the fiscal year and funds for this Agreement are no longer available. This section shall take precedence in the event of a conflict with any other covenant, term, condition, or provision of this Agreement.

SECTION 25. MISCELLANEOUS PROVISIONS.

25.1. This Agreement will be governed by the laws of the State of California.

25.2. In the event that an action is brought, the parties agree that trial of such action will be vested exclusively in the state courts of California in the County of Santa Clara, State of California.

25.3. The prevailing party in any action brought to enforce the provisions of this Agreement may recover its reasonable costs and attorneys' fees expended in connection with that action. The prevailing party shall be entitled to recover an amount equal to the fair market value of legal services provided by attorneys employed by it as well as any attorneys' fees paid to third parties.

25.4. This document represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, and contracts, either written or oral. This document may be amended only by a written instrument, which is signed by the parties.

ATTACHMENT E

25.5. The covenants, terms, conditions and provisions of this Agreement will apply to, and will bind, the heirs, successors, executors, administrators, assignees, and consultants of the parties.

25.6. If a court of competent jurisdiction finds or rules that any provision of this Agreement or any amendment thereto is void or unenforceable, the unaffected provisions of this Agreement and any amendments thereto will remain in full force and effect.

25.7. All exhibits referred to in this Agreement and any addenda, appendices, attachments, and schedules to this Agreement which, from time to time, may be referred to in any duly executed amendment hereto are by such reference incorporated in this Agreement and will be deemed to be a part of this Agreement.

25.8 If, pursuant to this contract with CONSULTANT, CITY shares with CONSULTANT personal information as defined in California Civil Code section 1798.81.5(d) about a California resident (“Personal Information”), CONSULTANT shall maintain reasonable and appropriate security procedures to protect that Personal Information, and shall inform City immediately upon learning that there has been a breach in the security of the system or in the security of the Personal Information. CONSULTANT shall not use Personal Information for direct marketing purposes without City’s express written consent.

25.9 All unchecked boxes do not apply to this agreement.

//

//

//

//

//

//

ATTACHMENT E

25.10 The individuals executing this Agreement represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.

25.11 This Agreement may be signed in multiple counterparts, which shall, when executed by all the parties, constitute a single binding agreement

IN WITNESS WHEREOF, the parties hereto have by their duly authorized representatives executed this Agreement on the date first above written.

CITY OF PALO ALTO

CITY OF SAN JOSE

Purchasing Manager

APPROVED AS TO FORM:

_____ N/A _____
Senior Asst. City Attorney
(Required on Contracts over \$25,000)

Attachments:

EXHIBIT "A": SCOPE OF WORK
EXHIBIT "B": SCHEDULE OF PERFORMANCE
EXHIBIT "C": COMPENSATION
EXHIBIT "C-1": SCHEDULE OF RATES
EXHIBIT "D": INSURANCE REQUIREMENTS

**EXHIBIT “A”
SCOPE OF SERVICES**

CONSULTANT’s Office of Equity Assurance (OEA) shall provide the following services:

1. Answer general written, telephonic, and electronic inquiries, requiring no research, regarding City of Palo Alto Minimum Wage Ordinance. Examples of general inquiries include: wage rate, who is covered, how to file complaint, and effective date.
2. Answer general written, telephonic, and electronic inquiries, requiring research, regarding City of Palo Alto Minimum Wage Ordinance. All inquiries necessitating complex legal advice or interpretation shall be referred to City’s City Attorney’s Office.
3. Investigation of Claimed Violations
 - Complaint intake via telephone, in writing, electronic communication, or in person, including: name, address, phone number, company, manager, type of work performed, how/when paid, work schedule, rate of pay, copies of pay stubs, records of hours worked.
 - Visit Workplace
 - Interview Workers
 - Issuance of Notice of Complaint and Request for Documentation
 - Letter of business – notify of complaint received & documents to be provided by business within ten (10) calendar days of notice date. Documents include:
 - Original time card, sign-in sheets, ledgers, electronic records and any payroll records which show actual hours worked each day for each employee for the relevant period.
 - Copies of payroll check stub details and/or itemized pay stubs for each employee for the relevant period.
 - List of former and current employees with addresses, telephone numbers and job titles/positions, including employment start and end dates.
 - Review of Documents to Determine if Violations Exist and Calculate Back Wages Owed, if applicable.
4. Violations
 - Issuance of Notice of Violation & Opportunity to Correct
 - If Business contests Notice of Violation:
 - OEA Director’s Decision – review information and documentation and uphold, revise or dismiss Notice of Violation

EXHIBIT A continued...

- If Business contests OEA Director's Decision:
 - Appellant to meet with CONSULTANT'S Public Works director
 - Issuance of CONSULTANT'S Public Works Director Decision
 - Testify at City of Palo Alto Administrative Hearing Process
 - Testify at any Court proceeding located in Santa Clara County

- 5. Meetings and other communications (telephone, email, etc.) between CITY and CONSULTANT as necessary or required by CITY.

EXHIBIT "B"
SCHEDULE OF PERFORMANCE

CONSULTANT shall perform the Services so as to complete each milestone within the number of days/weeks specified below. The time to complete each milestone may be increased or decreased by mutual written agreement of the project managers for CONSULTANT and CITY so long as all work is completed within the term of the Agreement. CONSULTANT shall provide a detailed schedule of work consistent with the schedule below within 2 weeks of receipt of the notice to proceed.

**EXHIBIT "C"
COMPENSATION**

The CITY agrees to compensate the CONSULTANT for professional services performed in accordance with the terms and conditions of this Agreement based on the hourly rate schedule attached as Exhibit C-1.

The compensation to be paid to CONSULTANT under this Agreement for all services described in Exhibit "A" ("Services") and reimbursable expenses shall not exceed \$20,000.00 per fiscal year. CONSULTANT agrees to complete all Services, including reimbursable expenses, within this amount. In the event additional services or increase of contract cost is needed, the maximum compensation shall require getting appropriate City authorized approval prior to any such added services and/or costs. Any work performed or expenses incurred for which payment would result in a total exceeding the maximum amount of compensation set forth herein shall be at no cost to the CITY.

ADDITIONAL SERVICES

The CONSULTANT shall provide additional services only by advanced, written authorization from the CITY. The CONSULTANT, at the CITY's project manager's request, shall submit a detailed written proposal including a description of the scope of services, schedule, level of effort, and CONSULTANT's proposed maximum compensation, including reimbursable expenses, for such services based on the rates set forth in Exhibit C-1. The additional services scope, schedule and maximum compensation shall be negotiated and agreed to in writing by the CITY's Project Manager and CONSULTANT prior to commencement of the services. Payment for additional services is subject to all requirements and restrictions in this Agreement.

**EXHIBIT “C-1”
TASK & HOURLY RATE SCHEDULE**

TASK	FEE PER TASK
Inquiries	
Answer general written & telephonic inquiries from public (business owner or any employee) requiring no research	\$30.00
Answer non-legal written & telephonic inquiries from public (business owner or any employee) requiring research	\$60.00
Investigation of Claimed Violation	
Complaint Intake & Issue Notice of Complaint & Request for Documentation	\$180.00
Visit Workplace & Interview Workers, if applicable/necessary (per visit including travel time)	\$285.00
Review Documents, Determine if Violation Exists, Follow-Up & Calculate Back Wages Owed	
1 to 5 workers	\$285.00
6 to 20 workers	\$475.00
21 and more workers	\$950.00
Issue Notice of Violation & Opportunity to Correct	\$143.00
Contesting Violation (Informal)	
OEA Director Decision – review information & documentation & either uphold, revise or dismiss Notice of Violation	\$438.00
Business Owner Contests OEA Director Decision	
Business Owner Appears at Meeting with Consultant’s Public Works Director. Consultant’s Public Works Director either upholds, revises or dismisses Notice of Violation	\$531.00
Formal Enforcement	
Preparation, appear and testify at Administrative Hearing (including travel time)	\$146.00 per hour
Miscellaneous	
Any service outside tasks listed above; e.g., meetings & phone calls with City of Sunnyvale staff	\$146.00 per hour

**EXHIBIT “D”
INSURANCE REQUIREMENTS**

CONTRACTORS TO THE CITY OF PALO ALTO (CITY), AT THEIR SOLE EXPENSE, SHALL FOR THE TERM OF THE CONTRACT OBTAIN AND MAINTAIN INSURANCE IN THE AMOUNTS FOR THE COVERAGE SPECIFIED BELOW, **AFFORDED BY COMPANIES WITH AM BEST’S KEY RATING OF A-:VII, OR HIGHER, LICENSED OR AUTHORIZED TO TRANSACT INSURANCE BUSINESS IN THE STATE OF CALIFORNIA.**

AWARD IS CONTINGENT ON COMPLIANCE WITH CITY’S INSURANCE REQUIREMENTS, AS SPECIFIED, BELOW:

REQUIRE D	TYPE OF COVERAGE	REQUIREMENT	MINIMUM LIMITS	
			EACH OCCURRENCE	AGGREGATE
YES YES	WORKER’S COMPENSATION EMPLOYER’S LIABILITY	STATUTORY STATUTORY		
YES	GENERAL LIABILITY, INCLUDING PERSONAL INJURY, BROAD FORM PROPERTY DAMAGE BLANKET CONTRACTUAL, AND FIRE LEGAL LIABILITY	BODILY INJURY	\$1,000,000	\$1,000,000
		PROPERTY DAMAGE	\$1,000,000	\$1,000,000
		BODILY INJURY & PROPERTY DAMAGE COMBINED.	\$1,000,000	\$1,000,000
YES	AUTOMOBILE LIABILITY, INCLUDING ALL OWNED, HIRED, NON-OWNED	BODILY INJURY - EACH PERSON	\$1,000,000 \$1,000,000	\$1,000,000 \$1,000,000
		- EACH OCCURRENCE	\$1,000,000	\$1,000,000
		PROPERTY DAMAGE	\$1,000,000	\$1,000,000
		BODILY INJURY AND PROPERTY DAMAGE, COMBINED	\$1,000,000	\$1,000,000
YES	PROFESSIONAL LIABILITY, INCLUDING, ERRORS AND OMISSIONS, MALPRACTICE (WHEN APPLICABLE), AND NEGLIGENT PERFORMANCE	ALL DAMAGES	\$1,000,000	
YES	THE CITY OF PALO ALTO IS TO BE NAMED AS AN ADDITIONAL INSURED: CONTRACTOR, AT ITS SOLE COST AND EXPENSE, SHALL OBTAIN AND MAINTAIN, IN FULL FORCE AND EFFECT THROUGHOUT THE ENTIRE TERM OF ANY RESULTANT AGREEMENT, THE INSURANCE COVERAGE HEREIN DESCRIBED, INSURING NOT ONLY CONTRACTOR AND ITS SUBCONSULTANTS, IF ANY, BUT ALSO, WITH THE EXCEPTION OF WORKERS’ COMPENSATION, EMPLOYER’S LIABILITY AND PROFESSIONAL INSURANCE, NAMING AS ADDITIONAL INSURED CITY, ITS COUNCIL MEMBERS, OFFICERS, AGENTS, AND EMPLOYEES.			

I. INSURANCE COVERAGE MUST INCLUDE:

- A. A PROVISION FOR A WRITTEN THIRTY (30) DAY ADVANCE NOTICE TO CITY OF CHANGE IN COVERAGE OR OF COVERAGE CANCELLATION; AND
- B. A CONTRACTUAL LIABILITY ENDORSEMENT PROVIDING INSURANCE COVERAGE FOR CONTRACTOR’S AGREEMENT TO INDEMNIFY CITY.
- C. DEDUCTIBLE AMOUNTS IN EXCESS OF \$5,000 REQUIRE CITY’S PRIOR APPROVAL.

II. CONTACTOR MUST SUBMIT CERTIFICATES(S) OF INSURANCE EVIDENCING REQUIRED COVERAGE.

III. ENDORSEMENT PROVISIONS, WITH RESPECT TO THE INSURANCE AFFORDED TO “ADDITIONAL INSURED”

A. PRIMARY COVERAGE

WITH RESPECT TO CLAIMS ARISING OUT OF THE OPERATIONS OF THE NAMED INSURED, INSURANCE AS AFFORDED BY THIS POLICY IS PRIMARY AND IS NOT ADDITIONAL TO OR CONTRIBUTING WITH ANY OTHER INSURANCE CARRIED BY OR FOR THE BENEFIT OF THE ADDITIONAL INSURED.

B. CROSS LIABILITY

ATTACHMENT E

THE NAMING OF MORE THAN ONE PERSON, FIRM, OR CORPORATION AS INSURED UNDER THE POLICY SHALL NOT, FOR THAT REASON ALONE, EXTINGUISH ANY RIGHTS OF THE INSURED AGAINST ANOTHER, BUT THIS ENDORSEMENT, AND THE NAMING OF MULTIPLE INSURED, SHALL NOT INCREASE THE TOTAL LIABILITY OF THE COMPANY UNDER THIS POLICY.

C. NOTICE OF CANCELLATION

1. IF THE POLICY IS CANCELED BEFORE ITS EXPIRATION DATE FOR ANY REASON OTHER THAN THE NON-PAYMENT OF PREMIUM, THE CONSULTANT SHALL PROVIDE CITY AT LEAST A THIRTY (30) DAY WRITTEN NOTICE BEFORE THE EFFECTIVE DATE OF CANCELLATION.

2. IF THE POLICY IS CANCELED BEFORE ITS EXPIRATION DATE FOR THE NON-PAYMENT OF PREMIUM, THE ISSUING COMPANY SHALL PROVIDE CITY AT LEAST A TEN (10) DAY WRITTEN NOTICE BEFORE THE EFFECTIVE DATE OF CANCELLATION.

NOTICES SHALL BE EMAILED TO:

InsuranceCerts@CityofPaloAlto.org