

**CONTRACT BETWEEN THE CITY OF AUSTIN
AND
Gallagher Benefit Services, Inc.
For
EMS Compensation Study
MA NA180000091**

This Contract is made by and between the City of Austin ("City"), a home-rule municipality incorporated by the State of Texas, and Gallagher Benefit Services, Inc. ("Consultant"), having offices at 14241 Dallas Parkway, Suite 300, Dallas, TX 75254.

SECTION 1. GRANT OF AUTHORITY, SERVICES AND DUTIES

1.1 **Engagement of the Consultant.** Subject to the general supervision and control of the City and subject to the provisions of the Terms and Conditions contained herein, the Consultant is engaged to provide the services set forth in Section 2, Scope of Work.

1.2 **Responsibilities of the Consultant.** The Consultant shall provide all technical and professional expertise, knowledge, management, and other resources required for accomplishing all aspects of the tasks and associated activities identified in the Scope of Work. In the event that the need arises for the Consultant to perform services beyond those stated in the Scope of Work, the Consultant and the City shall negotiate mutually agreeable terms and compensation for completing the additional services.

1.3 **Responsibilities of the City.** The City's Contract Manager will be responsible for exercising general oversight of the Consultant's activities in completing the Scope of Work. Specifically, the Contract Manager will represent the City's interests in resolving day-to-day issues that may arise during the term of this Contract, shall participate regularly in conference calls or meetings for status reporting, shall promptly review any written reports submitted by the Consultant, and shall approve all invoices for payment, as appropriate. The City's Contract Manager shall give the Consultant timely feedback on the acceptability of progress and task reports.

1.4 **Designation of Key Personnel.** The Consultant's Contract Manager for this engagement shall be Lori Messer, Phone: (480) 845-6204, Email Address: lori_messer@ajg.com. The City's Contract Manager for the engagement shall be Sylvia Flores, Phone: (512) 974-4986, Email Address: Sylvia.Flores@austintexas.gov. The City and the Consultant resolve to keep the same key personnel assigned to this engagement throughout its term. In the event that it becomes necessary for the Consultant to replace any key personnel, the replacement will be an individual having equivalent experience and competence in executing projects such as the one described herein. Additionally, the Consultant will promptly notify the City Contract Manager of any such replacement.

SECTION 2. SCOPE OF WORK

2.1 **Consultant's Obligations.** The Consultant shall fully and timely provide all deliverables described herein and in the Consultant's Offer in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations.

2.2 **Tasks.** In order to accomplish the work described herein, the Consultant shall perform those tasks as outlined in Exhibits A and B to this Contract.

SECTION 3. COMPENSATION

3.1 **Contract Amount.** The Consultant will be paid as indicated herein upon the successful completion of the services described in Exhibits A and B. In consideration for the services to be performed under this Contract, the Consultant shall be paid an amount not-to-exceed \$26,000 for all fees and expenses.

3.2 **Invoices.**

3.2.1 **Invoices shall contain a unique invoice number, the purchase order or delivery order number and the master agreement number if applicable, the Department's Name, and the name of the point of contact for the Department.** Invoices shall be itemized. The Consultant's name and, if applicable, the tax identification number on the invoice must exactly match the information in the Consultant's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Consultant's invoice. Invoices received without all required information cannot be processed and will be returned to the Consultant. Invoices shall be mailed to the below address:

	City of Austin
Department	Labor Relations Office
Attn:	Sylvia Flores
Address	P. O. Box 1088
City, State, Zip Code	Austin, TX 78767

3.2.2 Unless otherwise expressly authorized in the Contract, the Consultant shall pass through all Subcontract and other authorized expenses at actual cost without markup.

3.2.3 Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.

3.3 **Payment.**

3.3.1 All proper invoices received by the City will be paid within thirty (30) calendar days of the City's receipt of the deliverables or of the invoice, whichever is later.

3.3.2 **If payment is not timely made, (per this paragraph), interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.**

3.3.3 The City may withhold or off set the entire payment or part of any payment otherwise due the Consultant to such extent as may be necessary on account of:

3.3.3.1 delivery of defective or non-conforming deliverables by the Consultant;

3.3.3.2 third party claims, which are not covered by the insurance which the Consultant is required to provide, are filed or reasonable evidence indicating probable filing of such claims;

3.3.3.3 failure of the Consultant to pay Subconsultants, or for labor, materials or equipment;

3.3.3.4 damage to the property of the City or the City's agents, employees or Consultants, which is not covered by insurance required to be provided by the Consultant;

3.3.3.5 reasonable evidence that the Consultant's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;

3.3.3.6 failure of the Consultant to submit proper invoices with all required attachments and supporting documentation; or

3.3.3.7 failure of the Consultant to comply with any material provision of the Contract Documents.

3.3.4 Notice is hereby given of Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City.

3.3.5 Payment will be made by check unless the parties mutually agree to payment by credit card or electronic transfer of funds. The Consultant agrees that there shall be no additional charges, surcharges, or penalties to the City for payments made by credit card or electronic transfer of funds.

3.4 **Non-Appropriation.** The awarding or continuation of this Contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds Appropriated and available for this Contract. The absence of Appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not Appropriated or available and any deliverables delivered but unpaid shall be returned to the Consultant. The City shall provide the Consultant written notice of the failure of the City to make an adequate Appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any Appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of non- or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City.

3.5 **Reimbursable Expenses.** Expenses incurred directly in support of completing the work set forth in this Contract are reimbursable to the Consultant within the Contract amount.

3.5.1 **Administrative.** The Consultant will be reimbursed for selected administrative expenses incurred directly in support of executing this Contract. Reimbursable administrative expenses include actual charges for long distance telephone calls, facsimile transmissions, reproduction, printing and binding, postage, express delivery and report processing.

3.5.2 **Travel Expenses.** All travel, lodging, and per diem expenses in connection with the Contract for which reimbursement may be claimed by the Consultant under the terms of the Contract will be reviewed against the City's Travel Policy and the current United States General Services Administration Domestic Per Diem Rates (the "Rates") as published and maintained on the Internet at:

<http://www.gsa.gov/portal/category/21287>

No amounts in excess of the Travel Policy or Rates shall be paid. All invoices must be accompanied by copies of itemized receipts (e.g. hotel bills, airline tickets). No reimbursement will be made for expenses not actually incurred. Airline fares in excess of coach or economy will not be reimbursed. Mileage charges may not exceed the amount permitted as a deduction in any year under the Internal Revenue Code or Regulation.

3.6 **Final Payment and Close-Out.**

3.6.1 The making and acceptance of final payment will constitute:

3.6.1.1 a waiver of all claims by the City against the Consultant, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Consultant to comply with the Contract or the terms of any warranty specified herein, (4) arising from the Consultant's continuing obligations under the Contract, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and

3.6.1.2 a waiver of all claims by the Consultant against the City other than those previously asserted in writing and not yet settled.

SECTION 4. TERM AND TERMINATION

4.1 **Term of Contract.** This Contract shall become effective on the date executed by the City ("Effective Date") and shall remain in effect until the earliest of when the deliverables set forth in the Scope of Work are complete or the City terminates the Contract.

4.1.1 Upon expiration of the contract, the Consultant agrees to hold over under the terms and conditions of this Contract for such a period of time as is reasonably necessary for the City to re-solicit and/or complete the deliverables due under this Contract (not exceed 120 calendar days unless mutually agreed on in writing).

4.2 **Right To Assurance.** Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

4.3 **Default.** The Consultant shall be in default under the Contract if the Consultant (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under the "Right to Assurance" paragraph herein, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Consultant's Offer, or in any report or deliverable required to be submitted by Consultant to the City.

4.4 **Termination For Cause.** In the event of a default by the Consultant, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Consultant, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. The City may place Consultant on probation for a specified period of time within which the Consultant must correct any non-compliance issues. Probation shall not normally be for a period of more than nine (9) months, however, it may be for a longer period, not to exceed one (1) year depending on the circumstances. If the City determines the Consultant has failed to perform satisfactorily during the probation period, the City may proceed with suspension. In the event of a default by the Consultant, the City may suspend or debar the Consultant in accordance with the "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors" and remove the Consultant from the City's vendor list for up to five (5) years and any Offer submitted by the Consultant may be disqualified for up to five (5) years. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages,

costs, losses and expenses, incurred by the City as a result of the Consultant's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.

4.5 **Termination Without Cause.** The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) calendar days prior written notice. Upon receipt of a notice of termination, the Consultant shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Consultant, to the extent of funds Appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.

4.6 **Fraud.** Fraudulent statements by the Consultant on any Offer or in any report or deliverable required to be submitted by the Consultant to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.

SECTION 5. OTHER DELIVERABLES

5.1 **Insurance:** The following insurance requirements apply.

5.1.1 **General Requirements.**

5.1.1.1 The Consultant shall at a minimum carry insurance in the types and amounts indicated herein for the duration of the Contract and during any warranty period.

5.1.1.2 The Consultant shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to Contract execution and within fourteen (14) calendar days after written request from the City.

5.1.1.3 The Consultant must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.

5.1.1.4 The Consultant shall not commence work until the required insurance is obtained and has been reviewed by City. Approval of insurance by the City shall not relieve or decrease the liability of the Consultant hereunder and shall not be construed to be a limitation of liability on the part of the Consultant.

5.1.1.5 The City may request that the Consultant submit certificates of insurance to the City for all Subconsultants prior to the Subconsultants commencing work on the project.

5.1.1.6 The Consultant's and all Subconsultants' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better.

5.1.1.7 The Certificate of Insurance shall be mailed to the following address:

City of Austin Purchasing Office
P. O. Box 1088
Austin, Texas 78767

OR

PURInsuranceCompliance@austintexas.gov

5.1.1.8 The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Consultant, shall be considered primary coverage as applicable.

5.1.1.9 If insurance policies are not written for amounts specified in Paragraph 5.1.2, Specific Coverage Requirements, the Consultant shall carry Umbrella or Excess Liability Insurance for any

differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.

5.1.1.10 The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Consultant.

5.1.1.11 The Consultant shall replace any cancelled or non-renewed policy with a new policy, ensuring no gaps in coverage, and shall immediately provide the new Certificate of Insurance to the City.

5.1.1.12 The Consultant shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies.

5.1.1.13 The Consultant shall endeavor to provide the City thirty (30) calendar days written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Contract.

5.1.2 **Specific Coverage Requirements.** The Consultant shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Consultant.

5.1.2.1 **Commercial General Liability Insurance.** The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injuries). The policy shall contain the following provisions and endorsements.

5.1.2.1.1 Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.

5.1.2.1.2 Consultant/Subcontracted Work.

5.1.2.1.3 Products/Completed Operations Liability for the duration of the warranty period.

5.1.2.1.4 Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage.

5.1.2.1.5 The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage.

5.1.2.2 **Business Automobile Liability Insurance.** The Consultant shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident. Coverage shall include a waiver of subrogation.

5.1.2.2.1 The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.

5.1.2.3 **Worker's Compensation and Employers' Liability Insurance.** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee. The Consultant's policy shall apply to the State of Texas and shall include a waiver of subrogation.

5.2 **Equal Opportunity.**

5.2.1 **Equal Employment Opportunity.** No Consultant, or Consultant's agent, shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Offer submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Offeror has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the contract and the Consultant's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4.

5.2.2 **Americans With Disabilities Act (ADA) Compliance.** No Consultant, or Consultant's agent, shall engage in any discriminatory practice against individuals with disabilities as defined in the ADA, including but not limited to: employment, accessibility to goods and services, reasonable accommodations, and effective communications.

5.3 **Acceptance of Incomplete or Non-Conforming Deliverables.** If, instead of requiring immediate correction or removal and replacement of defective or non-conforming deliverables, the City prefers to accept it, the City may do so. The Consultant shall pay all claims, costs, losses and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming deliverables. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming deliverables. If the acceptance occurs after final payment, such amount will be refunded to the City by the Consultant.

5.4 **Delays.**

5.4.1 The City may delay scheduled delivery or other due dates by written notice to the Consultant if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Consultant shall negotiate an equitable adjustment for costs incurred by the Consultant in the Contract price and execute an amendment to the Contract. The Consultant must assert its right to an adjustment within thirty (30) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified herein. However, nothing in this provision shall excuse the Consultant from delaying the delivery as notified.

5.4.2 Neither party shall be liable for any default or delay in the performance of its obligations under this Contract if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond the reasonable control of such Party. In the event of default or delay in Contract performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

5.5 **Ownership And Use Of Deliverables.** The City shall own all rights, titles, and interests throughout the world in and to the deliverables.

5.5.1 **Patents.** As to any patentable subject matter contained in the deliverables, the Consultant agrees to disclose such patentable subject matter to the City. Further, if requested by the City, the Consultant agrees to assign and, if necessary, cause each of its employees to assign the entire right, title, and interest to specific inventions under such patentable subject matter to the City and to execute, acknowledge, and deliver and, if necessary, cause each of its employees to execute, acknowledge, and deliver an assignment of letters patent, in a form to be reasonably approved by the City, to the City upon request by the City.

5.5.2 **Copyrights.** As to any deliverables containing copyrightable subject matter, the Consultant agrees that upon their creation, such deliverables shall be considered as work made-for-hire by the Consultant for the City and the City shall own all copyrights in and to such deliverables, provided however, that nothing in this paragraph shall negate the City's sole or joint ownership of any such deliverables arising by virtue of the City's sole or joint authorship of such deliverables. Should by operation of law, such deliverables not be considered works made-for-hire, the Consultant hereby assigns to the City (and agrees to cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver an assignment to the City of) all worldwide right, title, and interest in and to such deliverables. With respect to such work made-for-hire, the Consultant agrees to execute, acknowledge, and deliver and cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver a work-made-for-hire

agreement, in a form to be reasonably approved by the City, to the City upon delivery of such deliverables to the City or at such other time as the City may request.

5.5.3 Additional Assignments. The Consultant further agrees to, and if applicable, cause each of its employees to, execute, acknowledge, and deliver all applications, specifications, oaths, assignments, and all other instruments which the City might reasonably deem necessary in order to apply for and obtain copyright protection, mask work registration, trademark registration and/or protection, letters patent, or any similar rights in any and all countries and in order to assign and convey to the City, its successors, assigns and nominees, the sole and exclusive right, title, and interest in and to the deliverables. The Consultant's obligation to execute, acknowledge, and deliver (or cause to be executed, acknowledged, and delivered) instruments or papers such as those described in this paragraph shall continue after the termination of this Contract with respect to such deliverables. In the event the City should not seek to obtain copyright protection, mask work registration or patent protection for any of the deliverables, but should desire to keep the same secret, the Consultant agrees to treat the same as Confidential Information under the terms herein.

5.5.4 Consultant Property. Notwithstanding the foregoing, Consultant will retain sole and exclusive ownership of all right, title and interest in and to its intellectual property and derivatives thereof which no data or confidential information of the City was used to create and which was developed entirely using Contractor's own resources. To the extent Consultant's intellectual property is necessary for the City to use the services provided, Consultant grants the City a non-exclusive, perpetual, worldwide, royalty-free license to Consultant's intellectual property solely for the City's use of such services.

5.6 Rights to Proposal and Contractual Material. All material submitted by the Consultant to the City shall become property of the City upon receipt. Any portions of such material claimed by the Consultant to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, Texas Government Code.

5.7 Publications. All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.

SECTION 6. WARRANTIES

6.1 Warranty – Price.

6.1.1 The Consultant warrants that the prices quoted in the Offer by its branch office providing services under this Contract are no higher than that branch office's current prices on orders by others for like deliverables under similar terms of purchase.

6.1.2 The Consultant certifies that the prices in the Offer have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.

6.1.3 In addition to any other remedy available, the City may deduct from any amounts owed to the Consultant, or otherwise recover, any amounts paid for items in excess of the Consultant's branch office's current prices on orders by others for like deliverables under similar terms of purchase.

6.2 Warranty – Services. The Consultant warrants and represents that all services to be provided to the City under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Contract, and all applicable Federal, State and local laws, rules or regulations.

6.2.1 The Consultant may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect.

6.2.2 Unless otherwise specified in the Contract, the warranty period shall be at least one year from the acceptance date. If during the warranty period, one or more of the warranties are breached, the Consultant shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the City. All costs incidental to such additional performance shall be borne by the Consultant. The City shall endeavor to give the Consultant written notice of the breach of warranty within thirty (30)

calendar days of discovery of the breach of warranty, but failure to give timely notice shall not impair the City's rights under this section.

6.2.3 If the Consultant is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be required to purchase under the Contract from the Consultant, and purchase conforming services from other sources. In such event, the Consultant shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source.

SECTION 7. MISCELLANEOUS

7.1 Workforce.

7.1.1 The Consultant shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.

7.1.2 The Consultant, its employees, Subconsultants, and Subconsultant's employees may not while engaged in participating or responding to a solicitation or while in the course and scope of delivering goods or services under a City of Austin contract or on the City's property:

7.1.2.1 use or possess a firearm, including a concealed handgun that is licensed under state law, except as required by the terms of the Contract; and

7.1.2.2 use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job.

7.1.3 If the City or the City's representative notifies the Consultant that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms, or has possessed or was under the influence of alcohol or drugs on the job, the Consultant shall immediately remove such worker from Contract services, and may not employ such worker again on Contract services without the City's prior written consent.

7.2 **Compliance with Health, Safety, and Environmental Regulations.** The Consultant, its Subconsultants, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. The Consultant shall indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Consultant's obligations under this paragraph.

7.3 **Significant Event.** The Consultant shall immediately notify the City's Contract Manager of any current or prospective "significant event" on an ongoing basis. All notifications shall be submitted in writing to the Contract Manager. As used in this provision, a "significant event" is any occurrence or anticipated occurrence which might reasonably be expected to have a material effect upon the Consultant's ability to meet its contractual obligations. Significant events may include but not be limited to the following:

7.3.1 disposal of major assets;

7.3.2 the Consultant's insolvency or the imposition of, or notice of the intent to impose, a receivership, conservatorship or special regulatory monitoring, or any bankruptcy proceedings, voluntary or involuntary, or reorganization proceedings;

7.3.3 strikes, slow-downs or substantial impairment of the Consultant's facilities or of other facilities used by the Consultant in the performance of this Contract;

7.4 Audits and Records.

7.4.1 The Consultant agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to, and the right to audit, examine, or reproduce, any and all records of the Consultant related to the performance under this Contract. The Consultant shall retain all such

records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Consultant are resolved, whichever is longer. The Consultant agrees to refund to the City any overpayments disclosed by any such audit.

7.4.2 Records Retention:

7.4.2.1 Consultant is subject to City Code chapter 2-11 (Records Management), and as it may subsequently be amended. For purposes of this subsection, a Record means all books, accounts, reports, files, and other data recorded or created by a Consultant in fulfillment of the Contract whether in digital or physical format, except a record specifically relating to the Contactor's internal administration.

7.4.2.2 All Records are the property of the City. The Consultant may not dispose of or destroy a Record without City authorization and shall deliver the Records, in all requested formats and media, along with all finding aids and metadata, to the City at no cost when requested by the City.

7.4.3 The Consultant shall include sections 7.4.1 and 7.4.2 above in all Subconsultant agreements entered into in connection with this Contract.

7.5 **Stop Work Notice.** The City may issue an immediate Stop Work Notice in the event the Consultant is observed performing in a manner that is in violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Consultant will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Consultant shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.

7.6 **Indemnity.**

7.6.1 Definitions:

7.6.1.1 "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all reasonable costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for:

7.6.1.1.1 damage to or loss of the property of any person (including, but not limited to the City, the Consultant, their respective agents, officers, employees and Subconsultants; the officers, agents, and employees of such Subconsultants; and third parties); and/or;

7.6.1.1.2 death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Consultant, the Consultant's Subconsultants, and third parties),

7.6.1.2 "Fault" shall include the sale of defective or non-conforming deliverables, negligence, willful misconduct, or a breach of any legally imposed strict liability standard.

7.6.2 **THE CONSULTANT SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE CONSULTANT, OR THE CONSULTANT'S AGENTS, EMPLOYEES OR SUBCONSULTANTS, IN THE PERFORMANCE OF THE CONSULTANT'S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONSULTANT (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.**

7.6.3 **Limitation of Liability.** Consultant's liability to the City and any other party for any Indemnified Claims arising out of this Contract, whether the Indemnified Claim arises in contract, tort, statute or otherwise, shall be limited to the amount of five (5) times the total fees due to Consultant from the City under this Contract.

Notwithstanding the foregoing, the limitations of liability contained in this paragraph shall not apply to limit any liability or claim to the extent such liability or claim falls within the scope of coverage of any insurance

policy required to be in effect (regardless of whether Consultant has in fact properly maintained such coverage) by any other provision of this Contract.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS CONTRACT, CONSULTANT SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, LOST PROFITS, OR PUNITIVE DAMAGES SUSTAINED OR INCURRED IN CONNECTION WITH THIS CONTRACT, WHETHER OR NOT SUCH DAMAGES ARE FORESEEABLE.

7.7 **Claims.** If any claim, demand, suit, or other action is asserted against the Consultant which arises under or concerns the Contract, or which could have a material adverse effect on the Consultant's ability to perform thereunder, the Consultant shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the Consultant. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Austin City Attorney. Personal delivery to the City Attorney shall be to City Hall, 301 West 2nd Street, 4th Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.

7.8 **Notices.** Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means. Notices to the City and the Consultant shall be addressed as follows:

To the City:

City of Austin, Purchasing Office

ATTN: Roger Stricklin, Procurement Specialist
IV

P O Box 1088

Austin, TX 78767

To the Consultant:

Gallagher Benefit Services, Inc.

ATTN: Lori Messer, Contract Manager

P.O. Box 32985

Phoenix, AZ 85064-2985

7.9 **Confidentiality.** In order to provide the deliverables to the City, Consultant may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Consultant acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Consultant (including its employees, Subconsultants, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Contract, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Consultant promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Consultant agrees to use protective measures no less stringent than the Consultant uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

7.10 **Advertising.** The Consultant shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent required by law.

7.11 **No Contingent Fees.** The Consultant warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Consultant for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Consultant, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

7.12 **Gratuities.** The City may, by written notice to the Consultant, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Consultant or any agent or representative of the Consultant to any officer or employee of the City with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Consultant in providing such gratuities.

7.13 **Prohibition Against Personal Interest in Contracts.** No officer, employee, independent contractor, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Consultant shall render the Contract voidable by the City.

7.14 **Independent Consultant.** The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Consultant's services shall be those of an independent Consultant. The Consultant agrees and understands that the Contract does not grant any rights or privileges established for employees of the City.

7.15 **Assignment-Delegation.** The Contract shall be binding upon and enure to the benefit of the City and the Consultant and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Consultant without the prior written consent of the City. Any attempted assignment or delegation by the Consultant shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third-party beneficiaries to the Contract.

7.16 **Waiver.** No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Consultant or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.

7.17 **Modifications.** The Contract can be modified or amended only in writing signed by both parties. No pre-printed or similar terms on any Consultant invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.

7.18 **Interpretation.** The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

7.19 **Dispute Resolution.**

7.19.1 If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.

7.19.2 If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Consultant agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Consultant will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

7.20 **Minority And Women Owned Business Enterprise (MBE/WBE) Procurement Program.**

7.20.1 All City procurements are subject to the City's Minority-Owned and Women-Owned Business Enterprise Procurement Program found at Chapters 2-9A, 2-9B, 2-9C and 2-9D of the City Code. The Program provides Minority-Owned and Women-Owned Business Enterprises (MBEs/WBEs) full opportunity to participate in all City contracts.

7.20.2 The City of Austin has determined that no goals are appropriate for this Contract. **Even though no goals have been established for this Contract, the Consultant is required to comply with the City's MBE/WBE Procurement Program, Chapters 2-9A, 2-9B, 2-9C and 2-9D, of the City Code, as applicable, if areas of subcontracting are identified.**

7.20.3 If any service is needed to perform the Contract and the Consultant does not perform the service with its own workforce or if supplies or materials are required and the Consultant does not have the supplies or materials in its inventory, the Consultant shall contact the Department of Small and Minority Business Resources (DSMBR) at (512) 974-7600 to obtain a list of MBE and WBE firms available to perform the service or provide the supplies or materials. The Consultant must also make a Good Faith Effort to use available MBE and WBE firms. Good Faith Efforts include but are not limited to contacting the listed MBE and WBE firms to solicit their interest in performing on the Contract; using MBE and WBE firms that have shown an interest, meet qualifications, and are competitive in the market; and documenting the results of the contacts.

7.21 **Subconsultants.**

7.21.1 If the Consultant identified Subconsultants in an MBE/WBE Program Compliance Plan or a No Goals Utilization Plan, the Consultant shall comply with the provisions of Chapters 2-9A, 2-9B, 2-9C, and 2-9D, as applicable, of the Austin City Code and the terms of the Compliance Plan or Utilization Plan as approved by the City (the "Plan"). The Consultant shall not initially employ any Subconsultant except as provided in the Consultant's Plan. The Consultant shall not substitute any Subconsultant identified in the Plan, unless the substitute has been accepted by the City in writing in accordance with the provisions of Chapters 2-9A, 2-9B, 2-9C and 2-9D, as applicable. No acceptance by the City of any Subconsultant shall constitute a waiver of any rights or remedies of the City with respect to defective deliverables provided by a Subconsultant. If a Plan has been approved, the Consultant is additionally required to submit a monthly Subcontract Awards and Expenditures Report to the Contract Manager and the Purchasing Office Contract Compliance Manager no later than the tenth calendar day of each month.

7.21.2 Work performed for the Consultant by a Subconsultant shall be pursuant to a written contract between the Consultant and Subconsultant. The terms of the subcontract may not conflict with the terms of the Contract, and shall contain provisions that:

7.21.2.1 require that all deliverables to be provided by the Subconsultant be provided in strict accordance with the provisions, specifications and terms of the Contract.

7.21.2.2 prohibit the Subconsultant from further subcontracting any portion of the Contract without the prior written consent of the City and the Consultant. The City may require, as a condition to such further subcontracting, that the Subconsultant post a payment bond in form, substance and amount acceptable to the City;

7.21.2.3 require Subconsultants to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Consultant in sufficient time to enable

the Consultant to include same with its invoice or application for payment to the City in accordance with the terms of the Contract;

7.21.2.4 require that all Subconsultants obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Consultant, with the City being a named insured as its interest shall appear; and

7.21.2.5 require that the Subconsultant indemnify and hold the City harmless to the same extent as the Consultant is required to indemnify the City.

7.21.3 The Consultant shall be fully responsible to the City for all acts and omissions of the Subconsultants just as the Consultant is responsible for the Consultant's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subconsultant any contractual relationship between the City and any such Subconsultant, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subconsultant except as may otherwise be required by law.

7.21.4 The Consultant shall pay each Subconsultant its appropriate share of payments made to the Consultant not later than ten (10) calendar days after receipt of payment from the City.

7.22 **Jurisdiction And Venue.** The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.

7.23 **Invalidity.** The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.

7.24 **Holidays.** The following holidays are observed by the City:

<u>Holiday</u>	<u>Date Observed</u>
New Year's Day	January 1
Martin Luther King, Jr.'s Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday.

7.25 **Survivability of Obligations.** All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract.

7.26 **Non-Suspension or Debarment Certification.** The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. By accepting a Contract with the City, the Vendor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

7.27 **Incorporation of Documents. Section 0100, Standard Purchase Definitions,** is hereby incorporated into this Contract by reference, with the same force and effect as if they were incorporated in full text. The full text versions of this Section are available, on the Internet at the following online address:

https://assets.austintexas.gov/purchase/downloads/standard_purchase_definitions.pdf

In witness whereof, the parties have caused duly authorized representatives to execute this Contract on the dates set forth below.

GALLAGHER BENEFIT SERVICES, INC.

By: Bruce Lawson
Signature

Name: Bruce Lawson
Printed Name

Title: MANAGING DIRECTOR

Date: 4/5/18

CITY OF AUSTIN

By: Roger Stricklin
Signature

Name: Roger Stricklin
Printed Name

Title: Procurement Specialist III

Date: 4-6-18

List of Exhibits

Exhibit A	Scope of Work
Exhibit B	Consultant Pricing and Schedule
Exhibit C	Non-Discrimination and Non-Retaliation Certification, Section 0800

EXHIBIT A SCOPE OF WORK

Purpose: The purpose of this contract is for Consultant to provide a Salary/Benefit Survey for the Austin-Travis County Emergency Medical Services (EMS) Department. Those survey results will be reviewed as part of the City of Austin's (City) negotiations with the Austin-Travis County EMS Employee Association.

Background: In 1995, the Texas Legislature amended Chapter 143 of the Texas Local Government Code to allow the City of Austin to negotiate and enter into written agreements with firefighters and police officers regarding wages, salaries, rates of pay, hours of work, and other terms and conditions of employment. In 2007, the Legislature extended the same right to negotiate with emergency medical services employees. In 2008, the City established the Labor Relations Office (LRO) to provide a consistent team of negotiators and staff to manage its public safety labor contract negotiations and administration.

Since 1995, the City has collectively entered into 13 contracts and two contract amendments with the public safety employee associations (Austin Police Association, Austin Fire Fighters Association, and Austin-Travis County EMS Employee Association).

In FY 2016-17, the LRO completed a contract with the Austin Fire Fighters Association. No agreements were reached with the Austin Police Association or the Austin-Travis County EMS Employee Association.

Consultant Responsibilities: To provide a primary perspective on the current competitiveness of the City's EMS compensation. The final survey will be reviewed and approved by the City's Human Resources Department Compensation Division.

Scope of Work: The Consultant shall provide total compensation analysis to include:

- Pay elements such as salary, overtime, special pay, (shift differentials, certification/education pay, language, field training officer pay, longevity, assignment pay, pay step analysis).
- Benefit elements such as paid leave and pension.
- Call volume, turnover
- Length of time between promotions or ranks

Survey participants must be (1) stand-alone EMS Departments or EMS Providers (not included within a Fire/Rescue Department) and (2) located in communities with populations of over 300,000 residents.

Examples of EMS Provider Cities:

- Baton Rouge, LA
- Boston, MA
- Denver, CO
- Pittsburgh, PA
- Montgomery County, TX
- Williamson County, TX
- Wake County, NC
- New Orleans, LA

Additional comparables to be used if available:

- King County Medic I, Seattle Washington
- Cleveland, Ohio
- Indianapolis, Indiana
- Hennepin County, Minneapolis

Titles to be surveyed:

EXHIBIT A SCOPE OF WORK

- EMS Medic I
- EMS Medic II
- Captain
- Division Commander
- Division Chief.

EXHIBIT B
CONSULTANT PRICING AND SCHEDULE

**CITY OF AUSTIN, TX
EMS COMPENSATION STUDY
PROPOSED PROJECT PLAN & COST**

PROJECT SCOPE

The scope of this project includes conducting a market study for of 5 job classifications, EMS Medic I, EMS Medic II, Captain, Division Commander, Division Chief, in the Emergency Management department.

The compensation study will involve the development and conduct of a survey of labor market comparators and published source research, as appropriate. Results, consistent with our professional standards for statistical analyses of compensation data, will include market parity for pay as well as recommendations for updating City pay plans and structures. The survey will focus on:

- Pay elements such as salary, overtime, special pay, (shift differentials, certification/education pay, language, field training officer pay, longevity, assignment pay, Pay step analysis).
- Benefit elements such as paid leave and pension.
- Call volume, turnover
- Length of time between promotions or ranks

The work plan and associated timeline to complete the requested scope of work follows:

TIMELINE	SUMMARY PROJECT PHASES/TASKS
One week	Phase I - Project Initiation <ul style="list-style-type: none">▪ Organization & salary material collected.▪ Confirmed philosophy relative to the study, including confirmation of the specified agencies and benchmark jobs to be included in the study.▪ Project timetable confirmed.▪ Creation of a survey instrument for the collection of data from comparator organizations.
Six to Eight weeks	Phase II – Compensation Analysis <ul style="list-style-type: none">▪ Data obtained from a custom survey and/or published survey sources.▪ Analysis of the competitive position regarding the City's current and related pay elements, compensation levels to determine whether the City leads, lags or is consistent with the market.▪ Analysis of data collected from comparator organizations against the City's pay ranges.▪ Development of a proposed pay structure, including implementation costs. Depending on overall cost to implement, immediate and/or phase in implementation options will be developed.▪ Review and finalization of recommendations.
Two weeks	Phase III – Project Finalization <ul style="list-style-type: none">▪ Ongoing tele-conferencing with City staff regarding study progress and results.▪ Development of draft report for review and approval.▪ Meeting with City present study findings.▪ Final report delivery and presentation.

EXHIBIT B
CONSULTANT PRICING AND SCHEDULE

**CITY OF AUSTIN, TX
EMS COMPENSATION STUDY
PROPOSED PROJECT PLAN & COST**

PROPOSED FEES AND COST

We would not like fees to be the major impediment to acquiring our services. Although we believe the work plan presented is the optimal approach to achieving your objectives, we would be pleased to explore options that may reduce the fees to fit your budget. The total cost to perform the compensation study will not exceed **\$26,000** inclusive of all expenses. All administrative costs (travel, etc.) are included in the estimated total cost.

PHASE	DESCRIPTION	COST
I	Study Initiation – 8-10 hours <ul style="list-style-type: none">- Includes phone discussion of pay attributes to include in the survey, development of the survey instrument, and discussion of survey participants	\$2,500
II	Compensation Study – 80-100 hours (approximately 4 -6 hours per participant) <ul style="list-style-type: none">- Includes sending out the survey, following up with participants, reviewing the submitted information, analyzing results and preparing the recommendations.	\$20,000
III	Final Report – 15 hours <ul style="list-style-type: none">- Draft and final report- Presentation via phone or web conference with department management and/or City.	\$3,500
Total Cost:		\$26,000

EXHIBIT C
City of Austin, Texas
NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION

City of Austin, Texas

Equal Employment/Fair Housing Office

To: City of Austin, Texas,

I hereby certify that our firm complies with the Code of the City of Austin, Section 5-4-2 as reiterated below, and agrees:

- (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter, including affirmative action relative to employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training or any other terms, conditions or privileges of employment.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Equal Employment/Fair Housing Office setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Consultant, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Consultants in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with City and the Equal Employment/Fair Housing Office in connection with any investigation or conciliation effort of the Equal Employment/Fair Housing Office to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require of all Subconsultants having 15 or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with the City subject to the terms of this chapter that they do not engage in any discriminatory employment practice as defined in this chapter

For the purposes of this Offer and any resulting Contract, Consultant adopts the provisions of the City's Minimum Standard Non-Discrimination and Non-Retaliation Policy set forth below.

City of Austin
Minimum Standard Non-Discrimination and Non-Retaliation in Employment Policy

As an Equal Employment Opportunity (EEO) employer, the Consultant will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Consultant will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

The Consultant agrees to prohibit retaliation, discharge or otherwise discrimination against any employee or applicant for employment who has inquired about, discussed or disclosed their compensation.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such

discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Consultant agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination and non-retaliation employment policy, the Consultant has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Consultant's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Consultant's policy, but will also supersede the Consultant's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONSULTANT SHALL PROVIDE THE CITY A COPY OF THE CONSULTANT'S NON-DISCRIMINATION AND NON-RETALIATION POLICIES ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION AND NON-RETALIATION POLICIES, AS SET FORTH HEREIN, OR THIS NON-DISCRIMINATION AND NON-RETALIATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONSULTANT FOR ALL PURPOSES WILL BE CONSIDERED THE CONSULTANT'S NON-DISCRIMINATION AND NON-RETALIATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

Sanctions:

Our firm understands that non-compliance with Chapter 5-4 and the City's Non-Retaliation Policy may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4 and the Non-Retaliation Policy.

Term:

The Consultant agrees that this Section 0800 Non-Discrimination and Non-Retaliation Certificate of the Consultant's separate conforming policy, which the Consultant has executed and filed with the City, will remain in force and effect for one year from the date of filing. The Consultant further agrees that, in consideration of the receipt of continued Contract payment, the Consultant's Non-Discrimination and Non-Retaliation Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this 5th day of April, 2018

CONSULTANT

Authorized
Signature

Title

Gallagher Benefit Svc., Inc.
Bruce Lowson
Bruce Lowson
Managing Director

City of Austin, Texas
NONRESIDENT BIDDER PROVISIONS
SOLICITATION NO.

- A. Bidder must answer the following questions in accordance with Vernon's Texas Statutes and Codes Annotated Government Code 2252.002, as amended:

Is the Bidder that is making and submitting this Bid a "Resident Bidder" or a "Non-resident Bidder"?

Answer: Non-Resident Bidder

(1) Texas Resident Bidder – A Bidder whose principal place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.

(2) Nonresident Bidder – A Bidder who is not a Texas Resident Bidder.

- B. If the Bidder is a "Nonresident Bidder" does the state, in which the Nonresident Bidder's principal place of business is located, have a law requiring a Nonresident Bidder of that state to bid a certain amount or percentage under the Bid of a Resident Bidder of that state in order for the nonresident Bidder of that state to be awarded a Contract on such bid in said state.

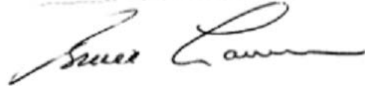
Answer: No Which State: Illinois

- C. If the answer to Question B is "yes", then what amount or percentage must a Texas Resident Bidder bid under the bid price of a Resident Bidder of that state in order to be awarded a Contract on such bid in said state?

Answer: _____

Bidder's Name: Gallagher Benefit Services, Inc.

Signature of Officer or
Authorized
Representative:



Date: 4/9/2018

Printed Name: Bruce Lawson

Title: Managing Director

City of Austin EMS Market Survey Proposals

Company Name	Timeline	price	Additional Notes
Public Sector Personnel Consultants	45-60 days of initial planning	\$5000	Utilize EZ Comp Salary Survey and FES point factor job evaluation system.
CPS HR Consulting	3.5 weeks	\$14,410	Internet Collection of Data
Arthur J. Gallagher	11 weeks	\$26,000	Custom Survey (currently doing law and HRD review)
Aon Hewitt	12/16 weeks	\$20,000 - \$25,000	Custom Survey to provide deep market insights not found in standard reports. (provided extensive listing of medical participants).
Waters Consulting	Non – Responsive		
Deloitte	Non - Responsive		

HISTORY AND FACTS ABOUT OUR FIRM

- **HISTORY OF OUR FIRM**

Public Sector Personnel Consultants (PSPC) originated in 1972 with the Public Sector Group of the international human resources consulting firm of Hay Associates. *PSPC* was established as an independent firm in 1982. We are a single-owner, debt-free subchapter-S corporation.

- **REGIONAL STAFF**

We have regional offices or affiliates in Austin, TX, Dallas, TX, Santa Fe, NM, Columbus, OH, Chicago, IL, Denver, CO, Kansas City, MO, Los Angeles, CA, Sacramento, CA, St. Paul, MN, San Diego, CA, Seattle, WA, and Tempe, AZ.

- **SPECIALIZED IN COMPENSATION SERVICES**

We are "super-specialists" in compensation, providing services in job analysis, position classification, job content evaluation, compensation, and directly related services. ***Over 98% of our classification and compensation studies have been successfully implemented by our clients.***

- **SPECIALIZED IN PUBLIC SECTOR CLIENTS**

We provide services exclusively to public sector employers including municipalities, counties, utility districts, library districts, special districts, state governments, housing and redevelopment agencies, airport authorities, school districts, higher education, and tribal governments.

- **SPECIALIZED COMPENSATION STAFF**

Our staff is comprised of eight (8) full time and an additional five (5) part time senior human resources professionals with very extensive experience as compensation managers and consultants for public employers. Our staff has more than 100 years of combined experience working for and consulting to public sector employers.

- **OVER 1,000 PUBLIC EMPLOYERS SERVED**

Our staff members have provided compensation, human resources, training and related consulting services to more than 1,000 public and 200 private employers throughout the U.S.

- **AMERICAN COMPENSATION ASSOCIATION PARTICIPATION (ACA) (NOW WORLDATEWORK)**

Our consultants are active members of ACA, including serving as instructors for the ACA certification courses.

- **SPECIALIZED COMPENSATION AND RELATED RESOURCES**

We utilize our **EZ COMP™** salary survey and plan program, modified **FES** point-factor job evaluation system, **AEP™** performance evaluation plan, and **SNAP™** staffing needs analysis program.

- **FIRST YEAR IMPLEMENTATION WARRANTY**

We provide our clients with extensive implementation support during the first year, and we will analyze, evaluate, classify, and provide a salary range recommendation for any new or changed position or entire job class, at no additional cost.

PUBLIC SECTOR PERSONNEL CONSULTANTS

TEXAS EMPLOYERS SERVED BY MEMBERS OF OUR STAFF

Addison, Town of *	Houston Housing Authority *
Allen, City of	Jefferson County *
Austin Community College	Jefferson County Appraisal District
Austin Housing Authority	Kerrville, City of
Balcones Heights, City of	Killeen, City of
Baylor University	Lakeway, City of *
Baytown, City of *	League City, City of *
Bee Cave, Village of	Longview, City of *
Benbrook, City of	Midland, City of
Brazoria County	Nederland, City of
Carrollton, City of	New Braunfels, City of
Cedar Park, City of	Odessa, City of
Colleyville, City of	Plano, City of
Community Assoc. of the Woodlands	Port Neches, City of
Dallas County	Prosper, Town of *
Dallas Housing Authority	Rockwall, City of
Eagle Pass, City of *	Rockwall County
El Paso County	San Angelo, City of *
El Paso, City of *	San Jacinto College District
Fairview, Town of	San Marcos, City of
Frisco, City of *	Schertz, City of
Galveston, City of	South Padre Island, Town of
Georgetown, City of	State Bar of Texas *
Grayson County	Texas Department of Banking
Grapevine, City of *	Texas Department of Transportation
Grand Prairie, City of	Texas Office of Attorney General
Haltom City, City of	Texas Water Development Board
Harrison County	Tomball, City of
Hays County	Webster, City of
Horseshoe Bay, City of * (Lake LBJ MUD)	

* "repeat" clients, multiple projects completed

PUBLIC SECTOR PERSONNEL CONSULTANTS

REPRESENTATIVE PROJECT REFERENCES

Following is a listing of agencies which are representative of more than 1,000 employers, including more than 100 county governments, for whom members of our firm have services similar to those requested by the City.

GRAPEVINE, CITY OF, TX

Mr. Bruno Rumbelow, City Manager
200 S. Main Street
Grapevine, TX 76051
(817) 410-3104
Brumbelow@grapevinetexas.gov

FY 2012 Compensation Study
FY 2011 Staffing Study

STATE BAR OF TEXAS

Ms. Amy Turner, HR Director
1414 Colorado Street
Austin, TX 78701
(512) 427-1463
Amy.Turner@TEXASBAR.COM

FY 2018 Compensation Study
FY 2014 Class and Compensation Study

FRISCO, CITY OF, TX

Ms. Lauren Safranek, HR Director
6101 Frisco Square Boulevard
Frisco, TX 75034
(972) 292-5210
lsafranek@friscotexas.gov

FY 2017 Salary and Benefits Survey and Pay Plan
2014 Surveys; Annual Salary Survey Update Support;
Position Classification and FY 2002 Salary Plan

KILLEEN, CITY OF, TX

Dr. Ann Ferris, Assistant City Manager
101 N. College Street
Killeen, TX 76541
(254) 616-3230
AFarris@killeentexas.gov

FY 2015 Survey and Compensation Plan

GRAND PRAIRIE, CITY OF, TX

Ms. Lisa Norris, HR Director
318 West Main Street
Grand Prairie, TX 75050
(972) 237-8071
Lnorris@GPTX.org

FY 2017 FLSA Review
FY 2013 Salary Survey and Compensation Plan

WACO, CITY OF, TX

Mr. Jack Harper, Assistant City Manager
300 Austin Avenue
Waco, TX 76702
(254) 750-5640
jackh@wacotx.gov

Position Classification and FY 2016 Salary Plan

AVAILABLE SERVICES FOR THE CITY OF AUSTIN

PUBLIC SECTOR PERSONNEL CONSULTANTS (PSPC) proposes the following program of consulting services and implementation support to conduct a compensation study of EMS classifications.

1. Telephone project planning meeting with the City's Labor Relations Staff and project designee(s)
2. Occupational familiarization by review of City's current job descriptions and compensation plans
3. Organizational familiarization by review of City organization charts, budgets, and annual reports
4. Identification of City's competitive employment areas for compensation surveys, for City approval
5. Confirmation of City occupations to utilize as survey benchmark job classifications – ~5 EMS ranks
6. Solicitation of comparator employers and agencies for participation in external compensation surveys
7. Extraction of data from public employer compensation plans, questionnaires, reliable published surveys
8. Consolidation of data from all sources and calculation of prevailing rates for benchmark jobs
9. Computation of extent City's compensation offerings vary from external prevailing rates and practices
10. Review of competitiveness analysis with Human Resources, Labor Relations, and project designees
11. Preparation and as-needed presentation of findings for Council, staff, and City Officials

SURVEY ANALYSIS

1. City Involvement in Compensation Plan Development

We will obtain policy direction from the City Council, Labor Relations staff, and/or City Officials on the following key components of the salary plan development process:

- Comparator Employer Selection
- Benchmark Job Class Selection
- Compensation Competitiveness Policy
- Compensation Points for Analysis
- Draft Compensation Plan Review / Critique
-

2. Comprehensive Compensation Survey

We do not subscribe to or recommend the use of databases or data warehouses used or hosted by other firms! We will collect the complete pay plans from each of the City's comparators and build a custom survey database to ensure accuracy and completeness, unique to the City's job classifications.

- a. Data Collection Protocol** will be developed in consultation with the City's project leaders to determine which salary data elements to include, such as:

Total Compensation Information

- Salary grade/step or open range salary plan structure
- Structural and salary administration practices (steps, tenure etc)
- Supplemental pay items for special qualifications/certifications
- HR statistics and anecdotes eg turnover, cost of living differences
- Any additional add-pay or benefits items at City's direction

- b. Benchmark Job Selection** will be made by identifying City job classes common to its employment-competitive public and private employers in the immediate area and throughout the region or State, clearly identifiable, and representative of standard occupational job groups.

- c. Comparator Employers Identification** will be made in consultation with the City's Project Manager(s) or City Council. Criteria include their degree of competition to the City in obtaining and retaining high quality staff, their location in the City's traditional recruitment areas, and their organizational size and complexity.

3. **Prevailing Rates Calculation**

We will consolidate the compensation data from all sources, enter the information into the **EZ COMP™** program, and compute the prevailing rates, inclusive of cost of living differentials, as the statistical mean of the survey data for each benchmark job class. Data will be projected forward from the date of collection to a common date relating to the City's salary plan year by the annual Prevailing Rate Increase Factor (PRI) applicable at that time.

4. **Compensation Competitiveness Comparison**

We will provide the City with charts comparing its current salary structures to those of the selected public and private comparator employers. We will calculate the extent that the City's offerings vary from the prevailing rates and practices of other relevant employers.

5. **Compensation Competitiveness Policy**

We will assist the City to select a compensation competitiveness policy which best fits its compensation strategy and financial resources, by providing fiscal impact estimates at various percentage relationships to the prevailing rates.

6. **Draft and Final Report Preparation**

We will provide the City's project leader(s) with a draft of our report for review and critique, including the compensation market data and salary comparison tables. We will incorporate their critique into the development of a final report summarizing the project's findings.

7. **Final Report Presentations**

We can conduct a workshop or formal presentation of our final report and recommendations to the Human Resources staff, City Officials, and employees.

MATTHEW E. WEATHERLY, PRESIDENT

Mr. Weatherly has over 15 years of experience as a human resources management professional and consultant, specializing in position classification, compensation, recruitment and selection. He has served as a Human Resources Manager with Employee Solutions, Inc. and Staffing Consultant with Initial Staffing Services.

He has completed projects in staff development, recruitment, selection, job descriptions, salary survey, and salary plan development. Among his current and recently completed consulting projects are those for:

<i>Benbrook, City of, TX</i>	<i>Georgetown, City of, TX</i>	<i>Midland, City of, TX</i>
<i>Carrollton, City of, TX</i>	<i>Grapevine, City of, TX</i>	<i>Odessa, City of, TX</i>
<i>Colleyville, City of, TX</i>	<i>Haltom City, City of, TX</i>	<i>Rockwall, City of, TX</i>
<i>Frisco, City of, TX</i>	<i>Harrison County, TX</i>	<i>San Angelo, City of, TX</i>

Mr. Weatherly holds a BS degree in Human Resources Management from Arizona State University. He has been a featured speaker at TMHRA and regional City Manager and HR Regional meetings in Texas.

ELIZABETH J. TALAMONTI, CCP, VICE PRESIDENT

Ms. Talamonti has over 30 years of experience as a compensation manager and consultant for public and private employers, specializing in job analysis, salary surveys, and salary plan development. She has served as Compensation Research Associate for Hayes/Hill, Inc., Senior Compensation Analyst for AON Corporation, Compensation Manager for Loyola University, and Project Manager for the American Compensation Association.

She has conducted projects in job audits, job descriptions, salary surveys, compensation database management, compensation plan development, compensation training course development, and compensation trend research. Among her consulting projects are:

<i>Apache County, AZ</i>	<i>El Segundo, City of, CA</i>	<i>OKC Zoological Park</i>
<i>Austin Community College, TX</i>	<i>Huntington Beach, City of, CA</i>	<i>Sacramento, City of, CA</i>
<i>CA Family Health Council</i>	<i>Los Alamos County, NM</i>	<i>State Bar of Texas</i>
<i>El Paso, City of, TX</i>	<i>Norman, City of, OK</i>	<i>Texas Office of Attorney General</i>

Ms. Talamonti holds a BS degree in Business Administration from Arizona State University. She holds the Certified Compensation Professional (CCP) designation from the American Compensation Association.

KATHERINE TILZER, SPHR

Ms. Tilzer has more than 15 years of experience as a human resources manager and consultant, specializing in employee relations, compensation, and recruitment. She has served as Personnel Manager for Laboratory Corporation of America, Director of Human Resources for Plaza Healthcare, Inc., and Director of Human Resources for American Baptist Homes.

<i>Aleutian Housing Authority, AK</i>	<i>El Paso, City of, TX</i>	<i>Pueblo West Metro Dist, CO</i>
<i>Boone County, MO</i>	<i>Huntington Beach, CA</i>	<i>Rowlett, City of, TX</i>
<i>Cochise College, AZ</i>	<i>Lake Tahoe College, CA</i>	<i>San Marcos, City of, TX</i>
<i>Colleyville, City of, TX</i>	<i>Pinal County, AZ</i>	<i>Tomball, City of, TX</i>

She holds a BS degree in Management from the University of Phoenix, and certification as Senior Professional in Human Resources from the Society for Human Resources Management.

SAMUEL HEINZ, MPA, PHR

Mr. Heinz has conducted projects in job analysis, position classification, job evaluation, compensation surveys, and compensation plan development. Among his recent client projects are those for:

<i>Addison, Town of, TX</i>	<i>DeSoto, City of, TX</i>	<i>Prosper, Town of, TX</i>
<i>Apache Junction, City of, AZ</i>	<i>Galveston, City of, TX</i>	<i>Teton County, WY</i>
<i>Bismarck, City of, ND</i>	<i>Midland, City of, TX</i>	<i>The Colony, City of, TX</i>
<i>Carrollton, City of, TX</i>	<i>Odessa, City of, TX</i>	<i>Williston, City of, ND</i>

Mr. Heinz holds a MA degree in Public Administration from Texas Tech.

BOB LONGMIRE, PMP

Mr. Longmire has more than 10 years of project management experience and consulting for public employers, specializing in employee development, classification, and compensation. He has served as National Sales Director for Connexion Technologies and Brand Marketing Manager for Plink.

He has completed projects in job analysis, position classification, compensation surveys and plan development. Among her consulting projects are those for:

<i>City of Frisco, TX</i>	<i>City of Plano, TX</i>	<i>Northern AZ Council of Gov'ts</i>
<i>City of Kingsville, TX</i>	<i>City of Salinas, CA</i>	<i>Pitkin County, CO</i>
<i>City of Monterey, CA</i>	<i>Greater Orlando Airport, FL</i>	<i>Sacramento City School District, CA</i>
<i>City of Plainview, TX</i>	<i>King County Library Systems, WA</i>	<i>Tacoma Metro Parks, WA</i>

Mr. Longmire holds a BS degree in Administration from Colorado Christian University and designation as Project Management Professional from the Project Management Institute.

WAYNE BREDE

Mr. Brede has over 30 years of experience working for the Minnesota Department of Transportation as a Workforce Planning Manager and Staffing Services Manager, and has served as a succession planning and career ladder consultant for nearly 50 public and private employers.

He has conducted projects in workforce development, succession planning, job analysis, position classification, job evaluation, compensation surveys, compensation plan development, employee relations, and recruitment. Among his recent client projects are those for:

<i>El Paso County, TX</i>	<i>Hamilton County, TN</i>	<i>Red Lake Indian Reserv., MN</i>
<i>Fresno, City of, CA</i>	<i>Las Cruces, City of, NM</i>	<i>Rialto, City of, CA</i>
<i>Grand Forks, City of, ND</i>	<i>Minot, City of, ND</i>	<i>San Angelo, City of, TX</i>
<i>Great Falls, City of, MT</i>	<i>Northwest Tech College, MN</i>	<i>San Jose, City of, CA</i>

Mr. Brede holds a BA degree in Mass Communications from the University of Minnesota and holds certificates in Public Sector Personnel Management and Industrial Relations.

PUBLIC SECTOR PERSONNEL CONSULTANTS proposes to utilize only full time members of our firm to complete all of the project tasks and objectives. In order to maintain complete control of the project tasks and deadlines, we will not utilize subcontractors for the completion of the project.

PROJECT RATES BY MAJOR TASK

A. PROJECT COST ESTIMATE

We estimate that the project's total cost, including all fees for professional services and reimbursement for out-of-pocket expenses, **will not exceed** the indicated amounts.

- Salary and Benefits Survey (~5 EMS job titles), as-needed meetings and reports **\$ 5,000**

B. FLEXIBLE WORK PLAN, NEGOTIABLE TOTAL COST, TERMS

Our work plan is flexible and total project cost negotiable, and we will discuss, modify, add or delete, any work task to increase the project's responsiveness to the City's needs and financial resources. We will provide the City with monthly invoices for the professional services provided and out-of-pocket expenses incurred during the month. We request that the City pay the invoices within thirty (30) days of their receipt.

C. ESTIMATED TIMELINES

We estimate that a compensation study could be completed within 45-60 days of initial planning.

PROPOSAL

City of Austin Labor Relations Office

Salary/Benefit Study for the Emergency Medical Service

January 25, 2018

SUBMITTED BY:

VICKI QUINTERO BRASHEAR

Director of Products and Services

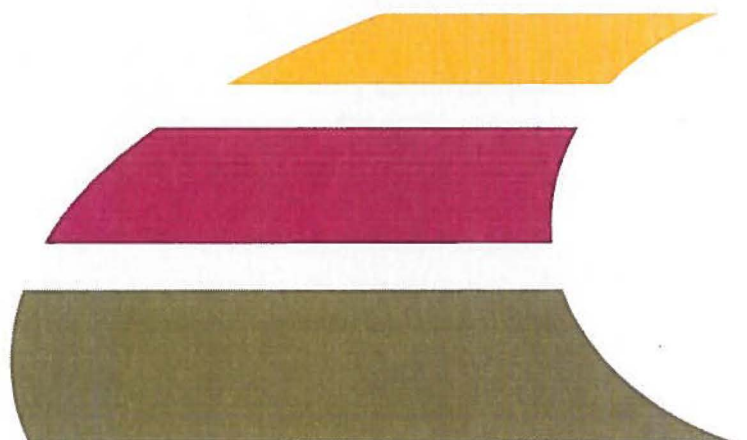
CPS HR Consulting
2450 Del Paso Road Suite 220,
Sacramento, CA 95834

P: 916-471-3481

vbrashear@cpshr.us

Tax ID: 68-0067209

www.cpsr.us



Your Path to Performance

January 25, 2018

Sylvia Flores, CLRP – Deputy Labor Relations Officer
City of Austin Labor Relations Office
PO Box 1088
Austin, TX 78767-1088

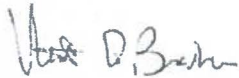
Submitted via e-mail: Sylvia.Flores@austintexas.gov

Dear Ms. Flores:

CPS HR Consulting (CPS HR) is pleased to submit this proposal to provide a salary/benefit study for the Emergency Medical Service to the City of Austin Labor Relations Office (the City). CPS HR understands the results will be needed as part of the City's negotiations with the Austin-Travis County EMS Association in March 2018. In the following pages, we present a work plan describing the specific CPS HR services involved in this project, our experience, and proposed cost. We are happy to work with the City to further tailor our approach to best fit the City's needs and objectives.

Thank you for this opportunity; we very much look forward to working with the City of Austin. Should you have any questions, please do not hesitate to contact Dr. Bruce Davis by **email at bdavis@cpshr.us or by phone at (916) 471-3481.**

Sincerely,



Vicki Quintero Brashear
Director of Products and Services

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Statement of Work

Understanding

In FY 2016-17, the City of Austin Labor Relations Office (the City) attained a contract with the Austin Fire Fighters Association, but no agreements were reached with the Austin Police Association or the Austin-Travis County EMS Employee Association. The City desires a salary/benefit study of the Emergency Medical Services Department to be conducted, and the results of the study to be used in the City's negotiations with the Austin-Travis County EMS Association in March 2018.

Work Plan

Task 1 – Project Initiation/Preparation – Upon receiving approval from the City to proceed, CPS HR will contact the City's Project Representative to gather background information and ensure that the Project Consultant has a full understanding of any relevant compensation issues.

Task 2 – Market Data Survey – The Project Consultant will gather benchmark base salary data from the City's established market of agencies (standalone EMS Departments/Providers with a base community of less than 300,000 residents). The titles surveyed will include EMS Medic I, EMS Medic II, Captain, Division Commander, and Division Chief. The analysis will include:

- Pay elements such as salary, overtime, and special pay (shift differentials, certification & education pay, language, field training officer pay, longevity, assignment pay, pay step analysis)
- Benefit elements such as paid leave and pension
- Call volume, turnover
- Length of time between promotions or ranks

CPS HR will attempt to collect most data through the Internet. However, CPS HR anticipates that contact with the market agencies will be needed to verify the accuracy of the data.

Task 3 – Preparation of Data Spreadsheets – The Project Consultant will summarize the survey data into spreadsheets which are designed to clearly demonstrate the market salary relationships.

Task 4 – Preparation/Presentation of the Draft Compensation Report

Based on the information gathered in Tasks 1-3 above, the Project Consultant will prepare a Draft Compensation Project Report that includes the data spreadsheet, outlines the project steps, and describes the analysis/market findings. The report will be submitted to the City's Project Representative for review, as well as the Human Resources Compensation Division. CPS HR

presumes that these draft documents can be initially submitted electronically. The Project Consultant will schedule a conference call to review the Draft Report with the City's Project Representative. The purpose of this meeting is to discuss the initial recommendations and address issues or concerns before finalizing the study.

Task 5 – Prepare and Submit Final Compensation Report – After the City's Project Representatives review the Draft Compensation Report, the Project Consultant will make appropriate changes before finalizing and submitting the Final Compensation Report to the City. This proposal presumes that the final report can be submitted electronically and/or by regular mail.

Project Team

CPS HR is committed to meeting the highest professional standards of quality. Our consultants have been selected for their relevant experience and professional maturity in dealing with projects of this nature. We firmly believe that the most important factors in ensuring the highest quality of consultant performance is first, the commitment the consultant brings to the engagement, and second, the experience of the firm and the individual consultants working on the project.

Judy A. Wallace, BA, SPHR

Profile

Ms. Wallace is a senior human resources professional with over 15 years of experience in all facets of human resources. She possesses diverse leadership and strategic management abilities working with all levels of management in the municipal, semiconductor, energy, financial, telecommunications, and manufacturing industries.

Employment History

- Project Consultant, CPS HR Consulting, Austin, TX
- Assistant Director of Human Resources, City of Austin, TX
- Director of Human Resources, Sheshunoff Consulting, Austin, TX
- Executive Manager of Human Resources, Lower Colorado River Authority, Austin, TX
- Career Management Consultant, Right Management, Austin, TX
- Human Resources Director, Applied Materials Inc, Austin, TX

Professional Experience

- Implemented an HR strategy which more effectively aligned with corporate strategy to help achieve business objectives.
- Designed and implemented a succession planning program for executives and high-potential employees, identifying potential successors, readiness for position, and developmental plans.
- Developed innovative talent management programs, including skills and fit assessments, online performance management, and eLearning tools for compliance, leadership, and other training.
- Designed new-hire orientation, assimilation, and mentoring programs to ensure success in hiring.

- Led a Total Rewards Study, resulting in compensation and benefit enhancements designed to better attract, engage, and retain employees; developed and managed market-competitive compensation programs, including executive compensation, sales compensation, employee incentive plans, and stock programs.
- Directed research and analysis into a study to determine and recommend a “living wage” to Austin’s City Council; this included research into compensation practices of similarly-sized cities throughout the U.S.
- At direction of the Austin City Council, led a focus group process, consisting of input from various private- and public-sector employers and academicians, to conduct and provide input into a “Pay Disparity Study,” presenting data to explain why minority groups were earning lower wages than White male employees in the City of Austin.
- Directed all human resource activities in three major mergers and acquisitions; led consolidation of pay practices, benefits, and policies, as well as the successful integration of employees into the new organizations; led human resource activities in divestiture of three large cogeneration facilities.
- Designed, implemented, and directed employee communication, retention, and recognition programs, resulting in decreased turnover and improved employee morale.
- Led the conversion of qualified and non-qualified benefit plans, including the change to a self-insured health plan, decreasing benefit costs by over 25% and increasing 401(k) Plan enrollments by 30%.
- Routinely gave formal and informal presentations to executive teams and boards.

Education

- B.A., Our Lady of the Lake University, San Antonio, TX

Professional Affiliations

- Austin Human Resource Management Association
- Houston Human Resource Management Association
- Austin Executive Human Resource Roundtable Group
- Leadership Counsel and Revenue Generation Chair – American Lung Association, Central Plains Region
- Personnel and Retirement Plan Committees – Communities in Schools

Alfred (Al) Bingham, MBA, MEd

Profile

Mr. Bingham is a highly experienced leader and HR generalist with over 22 years of progressively responsible human resource management experience with large Texas State agencies, which includes executive-level managerial and leadership oversight for agency-wide human capital programs and policy development. Mr. Bingham served as HR Director at two Texas State agencies, where he exercised hands-on planning and oversight of all aspects of "life-cycle" HR management, including policy development, strategic workforce planning, recruitment and hiring, performance management, organization and staff development programs, leadership programs, HR program planning and evaluation, process improvement, compliance management, HR information systems (HRIS) automation, and employee engagement. His responsibilities also included direct supervision, training and mentoring of a large staff (30 FTEs) of HR professionals, ensuring effective service delivery supporting the achievement of key agency business goals and objectives. Mr. Bingham has served as project manager/lead consultant on successful engagements with various Texas agencies, including projects concerning compliance management, process improvements and performance management.

Employment History

- Project Consultant, CPS HR Consulting, Austin, TX
- Human Resources Director, Texas Parks and Wildlife Department, Austin, TX
- Human Resources Director, State Office of Court Administration, Austin, TX
- Staffing/Classification Manager, Texas Workers Compensation Commission, Austin, TX
- HR Generalist, Texas Department of Health, Austin, TX
- Employment Assistance Specialist, Texas Department of Transportation, Austin, TX
- Employment Interviewer, Texas Employment Commission, Austin, TX

Professional Experience

- Knowledge, skills and abilities include: HR Technical Expertise; Process Improvement, Change Management, Relationship Management; Consultation; Workforce Planning; Program Planning and Evaluation; Organizational Development; Training and Staff Development; Project Management; and Business Acumen.

Human Resources Director - TX Parks and Wildlife Department

- Senior HR manager and member of executive team. Collaborated extensively with executive director and division directors to implement effective "people" programs to meet business priorities and objectives.
- Planned, developed, and directed agency-wide human capital policies and programs for an occupationally diverse and geographically separated workforce of over 3,500 employees.

- Oversaw hiring, training and development, classification, performance management, employee relations, benefits administration, total rewards, workforce planning, HRIS, and reporting.
- Served as HR Division Director; provided leadership, supervision and coaching for 25 FTEs.
- Served as EEO Officer; ensured agency compliance with state/federal employment laws.

Human Resources Director - State Office of Court Administration

- Oversaw human capital program for mid-size state agency with over 400 employees. Planned and developed HR policies; interpreted state/federal employment laws. Performed hands-on administration of all HR programs including staffing, employee relations, and job classification.
- Served as HR consultant to Texas Supreme Court, Court of Criminal Appeals, and 14 Courts of Appeal. Coordinated with chief justices and court clerks on personnel matters.

Staffing and Classification Manager - TX Workers' Compensation Commission

- Managed all aspects of staffing and job classification for 122-person agency. Developed job descriptions, coordinated annual staff recruitment plan, screened applications and assisted managers with hiring selections. Interpreted agency policies and employment laws.

HR Generalist - TX Department of Health

- Performed HR generalist duties supporting three departments with over 400 employees. Advised managers and employees on employee relations issues, complaint investigations, and corrective disciplinary actions. Posted job announcements and coordinated selections with hiring managers.

Employee Assistance Specialist - TX Department of Transportation

- Served as lead specialist for five-person employment assistance team. Provided customer service to applicants seeking employment at agency; assisted with completing applications; screened and referred applicants to hiring managers.

Employment Interviewer - TX Employment Commission

- Interviewed applicants seeking employment through the public job service. Coordinated with local employers for job placements and staffing needs.

Education

- M.B.A., General Business, St. Edwards University, Austin, TX
- M. Ed., HR Development and Training, Boston University, Boston, MA
- B.A., Business Administration, North Carolina A&T State University, Greensboro, NC

Certifications

- HR Certification Institute- Senior Professional in Human Resources (SPHR)
- Society for Human Resources Management – Senior Certified Professional (SHRM-SCP)

Professional Affiliations

- HR Certification Institute (HRCI)
- Society for Human Resources Management (SHRM)

Experience

We have developed a strong understanding of Texas local government.

We have had the pleasure of working with many agencies in Texas on recent projects including: conducting a classification and compensation study for the City of Waxahachie; conducting a total compensation study for Austin Energy; providing compensation consulting to the City of Plano; and conducting an analysis of the hiring practices performed by the City of Dallas for non-uniformed personnel in which services included reviewing current practices, identifying best industry practices, and providing recommendations for improvement.

In addition, we have also conducted several executive recruitments for the City of Dallas, the City of Arlington, and the City of Austin. We have performed on-site Conflict Management/Resolution training for the City of Waco and on-site leadership, communication, and employee engagement training for the City of Alamo Heights. We have provided the City of Abilene with public safety promotional assessments; the Brownsville Texas Public Utility Board with succession planning services and review/revision of their employee policies and procedures; and we provide employment examinations for several agencies throughout Texas. The City of Plano, TX serves on our Board of Directors.

References

City of Waxahachie, Texas (2017)

401 S. Rogers Street, Waxahachie, TX 75165

Yasmin Barnes

Director of Human Resources & Civil Service

(469) 309-4191

ybarnes@waxahachie.com

In 2017, the City of Waxahachie contracted with CPS HR to conduct a classification and compensation study. The City originally contracted with CPS HR to conduct the compensation study first. As a result of feedback received from Directors and other factors, it was later determined that a sound compensation study could not be guaranteed without first completing a classification study to ensure that all classifications were current and reflective of employees' responsibilities. CPS HR was retained to evaluate the classification structure of 130 classifications within the organization. At the time of the classification study, the City of Waxahachie had 313 employees/positions allocated to various classifications. CPS HR also conducted a total compensation study for forty-six (46) benchmark classifications. The objective of the study was to determine the competitiveness of the City's base salary and total compensation in the labor market. To achieve this, CPS HR surveyed the City's established labor market of 10 comparable cities and collected and analyzed base salary and total compensation data.

Orange County Fire Authority (2016 - Present)

1 Fire Authority Road, Irvine, CA 92602

Brigette Gibb
Human Resources Director
(714) 573-6353;
bridgettegibb@ocfa.org

CPS HR Consulting maintains an on-going contract with the Orange County Fire Authority (OCFA) to perform Classification and Compensation work as needed. CPS HR has conducted several classification studies as well as compensation studies for various OCFA departments.

County of Sacramento (2000 - Present)

609 9th Street, Sacramento, CA 95814

Carla Honey
Human Resources Manager
(916) 875-3782
honeyc@saccounty.net

CPS HR has conducted numerous classification and compensation studies for Sacramento County. We are currently in the process of completing a classification study for IT positions. The County has been a valued long-term client of CPS HR.

City of San Luis, AZ (2017)

1090 E. Union Street, San Luis, AZ 85349

Olivia Jenkins
Human Resources Director
(928) 341-8579
ojenkins@cityofsanluis.org

The City of San Luis retained CPS HR to conduct an agency wide classification and total compensation study. The classification study consisted of two hundred fifty-five (255) positions allocated to one hundred ten (110) classifications. CPS HR produced a draft classification report, which outlined recommendations for reorganization and specific position allocations in the revised class structure for each of the positions encompassed in the study. The City and CPS HR completed the final classification report in March 2017. The compensation study included 10 labor market agencies and 40 benchmark positions. CPS HR produced the final compensation report in April 2017.

Project Cost

City of Austin, TX

Hours Estimates

Activity	Estimated Hours	Cost
Initial Set-up		
Review client documents	6	\$ 660.00
Develop Survey		
Five classifications	25	\$ 2,750.00
Collect Data		
Gather total compensation data per requirements	60	\$ 6,600.00
Data entry/creating tables	25	\$ 2,750.00
Salary Study write-up	15	\$ 1,650.00
	131	\$ 14,410.00

The fixed-fee cost outlined above is based on the assumption that all meetings can be conducted via teleconference call and that no on-site meetings will be required. Should the City require any on-site visits, we would do so with each addition trip billed at \$1,500. The study will be completed by March 2018.

About CPS HR Consulting

CPS HR is an innovative, client-centered human resources and management consulting firm specializing in solving the unique problems and challenges faced by government and non-profit agencies. CPS HR was formed as a JPA public agency in 1985. As a self-supporting public agency, we understand the needs of public sector clients and have served as a trusted advisor to our clients for more than 31 years. The distinctive mission of CPS HR is to transform human resource management in the public sector.

With more than 115 full-time employees as well as 200+ project consultants and technical experts nationwide, CPS HR delivers breakthrough solutions that dramatically transform public sector organizations to positively impact the communities they serve. CPS HR is headquartered in Sacramento, California, with regional offices in Littleton, Colorado and Austin, Texas.

• • •
OUR VISION:
Enabling people to
realize the promise of
public service
• • •

CPS HR offers clients a comprehensive range of competitively priced services, all of which can be customized to meet the City's specific needs. We are committed to supporting and developing strategic organizational leadership and human resource management in the public sector. We offer expertise in the areas of classification and compensation, organizational strategy, recruitment and selection, and training and development.

CPS HR occupies a unique position among its competitors in the field of government consulting; as a JPA whose charter mandates that we serve only public sector clients, we actively serve all government sectors including Federal, State, Local, Special Districts and Non-Profit Organizations. This singular position provides CPS HR with a systemic and extensive understanding of how each government sector is inter-connected to each other and to their communities. That understanding, combined with our knowledge of public and private sector best practices, translates into meaningful and practical solutions for our clients' operational and business needs.

**CITY OF AUSTIN, TX
EMS COMPENSATION STUDY
PROPOSED PROJECT PLAN & COST**

Gallagher

PROJECT SCOPE

The scope of this project includes conducting a market study for of 5 job classifications, EMS Medic I, EMS Medic II, Captain, Division Commander, Division Chief, in the Emergency Management department.

The compensation study will involve the development and conduct of a survey of labor market comparators and published source research, as appropriate. Results, consistent with our professional standards for statistical analyses of compensation data, will include market parity for pay as well as recommendations for updating City pay plans and structures. The survey will focus on:

- Pay elements such as salary, overtime, special pay, (shift differentials, certification/education pay, language, field training officer pay, longevity, assignment pay, Pay step analysis).
- Benefit elements such as paid leave and pension.
- Call volume, turnover
- Length of time between promotions or ranks

The work plan and associated timeline to complete the requested scope of work follows:

TIMELINE	SUMMARY PROJECT PHASES/TASKS
One week	Phase I - Project Initiation <ul style="list-style-type: none"> ▪ Organization & salary material collected. ▪ Confirmed philosophy relative to the study, including confirmation of the specified agencies and benchmark jobs to be included in the study. ▪ Project timetable confirmed. ▪ Creation of a survey instrument for the collection of data from comparator organizations.
Six to Eight weeks	Phase II – Compensation Analysis <ul style="list-style-type: none"> ▪ Data obtained from a custom survey and/or published survey sources. ▪ Analysis of the competitive position regarding the City's current and related pay elements, compensation levels to determine whether the City leads, lags or is consistent with the market. ▪ Analysis of data collected from comparator organizations against the City's pay ranges. ▪ Development of a proposed pay structure, including implementation costs. Depending on overall cost to implement, immediate and/or phase in implementation options will be developed. ▪ Review and finalization of recommendations.
Two weeks	Phase III – Project Finalization <ul style="list-style-type: none"> ▪ Ongoing tele-conferencing with City staff regarding study progress and results. ▪ Development of draft report for review and approval. ▪ Meeting with City present study findings. ▪ Final report delivery and presentation.

**CITY OF AUSTIN, TX
EMS COMPENSATION STUDY
PROPOSED PROJECT PLAN & COST**

PROPOSED FEES AND COST

We would not like fees to be the major impediment to acquiring our services. Although we believe the work plan presented is the optimal approach to achieving your objectives, we would be pleased to explore options that may reduce the fees to fit your budget. The total cost to perform the compensation study will not exceed **\$26,000** inclusive of all expenses. All administrative costs (travel, etc.) are included in the estimated total cost.

PHASE	DESCRIPTION	COST
I	Study Initiation – 8-10 hours - Includes phone discussion of pay attributes to include in the survey, development of the survey instrument, and discussion of survey participants	\$2,500
II	Compensation Study – 80-100 hours (approximately 4 -6 hours per participant) - Includes sending out the survey, following up with participants, reviewing the submitted information, analyzing results and preparing the recommendations.	\$20,000
III	Final Report – 15 hours - Draft and final report - Presentation via phone or web conference with department management and/or City.	\$3,500
Total Cost:		\$26,000

City of Austin EMS Market Survey Proposals

Company Name	Timeline	price	Additional Notes
Public Sector Personnel Consultants	45-60 days of initial planning	\$5000	Utilize EZ Comp Salary Survey and FES point factor job evaluation system.
CPS HR Consulting	3.5 weeks	\$14,410	Internet Collection of Data
Arthur J. Gallagher	11 weeks	\$26,000	Custom Survey (currently doing law and HRD review)
Aon Hewitt	12/16 weeks	\$20,000 - \$25,000	Custom Survey to provide deep market insights not found in standard reports. (provided extensive listing of medical participants).
Waters Consulting	Non – Responsive		
Deloitte	Non - Responsive		

Selection Justification Process: Six companies were contacted about our request for a market survey. Four of the six companies responded with proposals. Waters Consulting and Deloitte never responded to email or phone calls.

Due to the difficulty of finding EMS Providers to survey, and the past experience with the previous market survey performed by another company, it was critical to contract a company that could perform custom surveys. Two of the companies reported being able to customize our request. They were Arthur Gallagher and Aon Hewitt.

Additionally, the Human Resources Department had previous experiences with one of the companies and did not recommend them for consideration. The company previously used by the Human Resources Department was CPS Consulting.

Mr. Deven Desai and I had phone conversations with Aon Hewitt and Arthur Gallagher. Aon Hewitt was only able to disclose participant data in aggregate form. Due to the public nature of our business, we require all the participant data to be public. Arthur Gallagher has extensive experience with Municipal Government and is able to report data by Municipality. In addition, the City's Law Department and the Human Resources Department have recently contracted with this company and have provided positive feedback in this regard.

The Labor Relations Office would like to contract the Arthur Gallagher company to perform the EMS Market survey based on the selection process noted above.