

**CONSULTANT SERVICES AGREEMENT**

THIS AGREEMENT is made at Fairfield, California, as of September 22, 2016, by and between the City of Fairfield, a municipal corporation (the "CITY") and International Association of Fire Fighters ("CONSULTANT"), who agree as follows:

1) SERVICES. Subject to the terms and conditions set forth in this Agreement, CONSULTANT shall provide to the CITY the services described in Exhibit "A," which consists of the proposal submitted by CONSULTANT. CONSULTANT shall provide said services at the time, place, and in the manner specified in Exhibit "A."

2) PAYMENT. CITY shall pay CONSULTANT for services rendered pursuant to this Agreement at the times and in the manner set forth in Exhibit "B." The payments specified in Exhibit "B" shall be the only payments to be made to CONSULTANT for services rendered pursuant to this Agreement. CONSULTANT shall submit all billings for said services to the CITY in the manner specified in Exhibit "B."

3) GENERAL PROVISIONS. The general provisions set forth in Exhibit "C" are part of this Agreement. In the event of any inconsistency between said general provisions and any other terms or conditions of this Agreement, the provisions set forth in Exhibit "C" shall control.

4) INSURANCE REQUIREMENTS. The insurance requirements set forth in Exhibit "D" are part of this Agreement. In the event of any inconsistency between said general provisions and any other terms or conditions of this Agreement, the requirements set forth in Exhibit "D" shall control.

5) EXHIBITS. All exhibits referred to herein are attached hereto and are by this reference incorporated herein.

6) TERM. This agreement shall be in effect through November 30, 2016; or until the scope of work is completed.

EXECUTED as of the day first above-stated.

City of Fairfield, a municipal corporation

By: David A. White David A. White AV

International Association of Fire Fighters

By: Harold A. Schaitberger  
(PRINT NAME) Harold A. Schaitberger

# EXHIBIT "A"



## INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS®

HAROLD A. SCHAITBERGER  
General President

THOMAS H. MILLER  
General Secretary-Treasurer



### IAFF/IAFC/ACE Peer Fitness Trainer Certification Program

To: Fairfield Fire Department / IAFF Local 1186

Date: 7/7/2016

- The Peer Fitness Trainer (PFT) Certification Program supports the IAFF/IAFC Wellness/Fitness Initiative (WFI) through an integrated, multi-level approach by providing current wellness and fitness information that addresses the specific needs of fire fighters through individual fitness assessment, individual program design, program implementation and administration. Further details on class content can be found in the "PFT Course Overview 2016" PDF file emailed to you on 6/29.
- Designed using the latest research on firefighter health and wellness, exercise science, and the prevention of injuries, the PFT curriculum is delivered by IAFF certified PFT Instructors using a combination of teaching styles (i.e. lecture, reflection, discussion, observation, demonstration), small and large group activities, and hands-on exercise sessions.
- IAFF will provide the PFT pre-course services and goods/materials, to include:
  - PFT student manual for each member attending the training
  - Personal access for each member to the online PFT pre-class learning modules via the IAFF website's Learning Management System (LMS). To do this, we must receive from you the 7-digit IAFF ID number for each member attending the class.
  - PFT Class Equipment Package used to conduct the PFT class. Further details on these items can be found in the "PFT Class Fitness Equipment 2016" PDF file emailed to you on 6/29.
- The in-person PFT class is 5 days (Mon – Fri); 40 hours (8AM – 5PM)
- PFT certifications are awarded to individuals following successfully passing PFT exam administered on Friday of the in-person PFT class.
- Per our online PFT Candidate Information Guide (<http://client.prod.iaff.org/#contentid=4061>), the host site is responsible for the following:
  - Your site must have facilities with at least 3,000 square feet of open space to accommodate both the classroom and hands-on/experiential learning portions of the class.
  - Your site must have the classroom area with desks/tables to seat a minimum of 25 people and 2 IAFF Instructors. The room must be free of distractions and at a comfortable temperature for the candidates. For the examination, the room must allow for a minimum distance of 48 inches between adjacent seats.
  - Your site should also have access to the following instructional and examination administration facilities and resources: LCD Projector, Computer/Laptop, access to printer and copy machine, and five (5) Dry Erase Boards or flip charts with standing easels and black markers.
- Total payment to IAFF of \$25,000 (Z), which allows up to 25 registered participants (\$1,000/ea) in the PFT class.
  - Initial payment for materials and equipment will total approximately \$11,000+shipping/freight charges (X), we incur from our vendors. Exact amount will be determined once we place orders with vendors.
  - Final payment will be the amount remaining after subtracting the initial payment (X) from the total amount (Z).

WELLNESS-FITNESS EDUCATION  
Peer Fitness Trainer Curriculum

Course Schedule

		DAY 1	DAY 2	DAY 3	DAY 4	DAY 5
8	00	Program Framework (Guiding Principles)	Program Design I (Design)	Energy Systems (Work and Rest)	Program Design II (Design)	Case 1
	30			Warm-up		
9	00	Movement Fundamentals (Key Features)	Program Design I (Implementation)	Energy Systems	Program Design II (Implementation)	Case 2
	30			Recovery		
10	00			Warm-up and Recovery		Case 3
	30					
11	00					Case 4
	30					
12	00					
	30					
1	00	Coaching and Feedback (Verbal and Non-Verbal)	Describing Demands (Communication Skills)	Exercise Selection I (Progression)	PFT Education	EXAM
	30				Small Steps for Big Change	
2	00				Work Smarter not Harder	
	30					
3	00	FITT Principle	Evaluating Capacity (Assessment)	Exercise Selection II ("Core" Training)	Make Exercise Matter	
	30					
4	00					
	30					

Lecture  
Hands on (Table Activity)  
Hands on (Exercise)



### PFT Class Fitness Equipment

- 7 Wall Posters (Fundamental Movement Patterns & Key Features) – this will NOT be sent with package from vendor. IAFF will send directly to you.
- 4 Olympic Barbells
- 4 Pair of Barbell Clips
  
- Bumper Plates
  - 3 pair/10lb
  - 3 pair/25lb
  - 3 pair/45lb
  
- 5 – 10 Wood Dowels 4-5ft long X 1¼-1½ inch diameter (Host site responsible to acquire – this will NOT be sent with package)
  
- 6 Kettlebells
  - 2 kettlebells/20lb
  - 2 kettlebells/30lb
  - 2 kettlebells/45lb
  
- 6 Dumbbells
  - 2 pair/15lb
  - 2 pair/20lb
  - 2 pair/30lb
  
- 6 Wall Balls
  - 3 balls/8lb
  - 3 balls/12lb
  
- 7 Swiss/stability ball (65 cm with pumps and plugs)
  
- 12 Resistance Bands (1/2 inch wide)
  
- 12 Resistance bungee(w/handles)
  - 6 x light resistance
  - 6 x medium resistance
  
- 4 Flat Benches
  
- 4 12-inch Plyometric Stands
  
- 6 Inverted Row Equalizer Stands
  
- 16 Exercise Mats

## EXHIBIT "B"

### PAYMENT

1) The total contract price for services rendered by CONSULTANT under this Agreement shall be a not-to-exceed amount of \$25,000.00.

2) Payment shall be made to CONSULTANT on a fixed-cost basis. CITY shall pay CONSULTANT for the PFT student manuals for each member attending the training and the PFT Class Fitness Equipment upon presentation to the CITY of an invoice and proof of order to vendor for the student manuals and fitness equipment. The remainder of the contract price will be paid by the CITY to the CONSULTANT upon completion of the course and presentation to the City of invoice. All demands for payment by CONSULTANT shall be made to:

International Association of Fire Fighters  
Department of Occupational Health & Safety  
1750 New York Avenue, NW  
Washington, DC 20006-5301  
(202) 824-9313  
Attention: Jason S. Atkin

and CONSULTANT shall submit invoices to:

Deputy Chief Jorge Merodio  
Attn: Linda S. Calbert  
Fairfield Fire Department  
1200 Kentucky Street  
Fairfield, California 94533-4883  
(707) 436-7220

for the same.

3) Any additional meetings or work required beyond that set forth in Exhibit "A" shall be mutually agreed to in writing by the CITY and CONSULTANT, and shall be billed on a time and materials basis to the Fairfield Fire Department.

## EXHIBIT "C"

### GENERAL PROVISIONS

1) INDEPENDENT CONSULTANT. At all times during the term of this Agreement, CONSULTANT shall be an independent contractor and shall not be an employee of CITY. CITY shall have the right to control CONSULTANT only insofar as the results of CONSULTANT's services rendered pursuant to this Agreement; however, CITY shall not have the right to control the means by which CONSULTANT accomplishes services rendered pursuant to this Agreement.

2) LICENSES; PERMITS; ETC. CONSULTANT represents and warrants to CITY that CONSULTANT has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for CONSULTANT to practice CONSULTANT's profession. CONSULTANT represents and warrants to CITY that CONSULTANT shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for CONSULTANT to practice his profession.

3) TIME. CONSULTANT shall devote such services pursuant to this Agreement as may be reasonably necessary for satisfactory performance of CONSULTANT's obligations pursuant to this Agreement. CONSULTANT shall adhere to the Schedule of Activities as described in their Executive Summary.

4) CONSULTANT NOT AN AGENT. Except as CITY may specify in writing, CONSULTANT shall have no authority, express or implied, to act on behalf of CITY in any capacity whatsoever as an agent. CONSULTANT shall have no authority, express or implied, pursuant to this Agreement, to bind CITY to any obligation whatsoever.

5) ASSIGNMENT PROHIBITED. No party to this Agreement may assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect.

6) PERSONNEL. CONSULTANT shall assign only competent personnel to perform services pursuant to this Agreement. In the event that CITY, in its sole discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned by CONSULTANT to perform services pursuant to this Agreement, CONSULTANT shall remove any such person immediately upon receiving notice from CITY of the desire of CITY for the removal of such person or persons.

7) STANDARD OF PERFORMANCE. CONSULTANT shall perform all services required pursuant to this Agreement. Services shall be performed in the manner and according to the standards observed by a competent practitioner of the profession in which CONSULTANT is engaged in the geographical area in which CONSULTANT practices his profession. All products which CONSULTANT delivers to CITY pursuant to this Agreement shall be prepared in a workmanlike manner, and conform to the

standards of quality normally observed by a person practicing in CONSULTANT's profession. CITY shall be the sole judge as to whether the product of the CONSULTANT is satisfactory.

8) CANCELLATION OF AGREEMENT. This Agreement may be canceled by either party, with ninety (90) days prior written notice. Notice shall be served under this agreement by registered mail, certified mail, or by other means. CONSULTANT is entitled to receive full payment for all services performed and all costs incurred up to and including the date of receipt of written notice to cease work on the project. CONSULTANT shall be entitled to no further compensation for work performed after the date of receipt of written notice to cease work. All completed and incomplete products up to the date of receipt of written notice to cease work shall become property of CITY.

9) PUBLIC RECORDS ACT. CONTRACTOR acknowledges: (i) that CITY is subject to the California Public Records Act (the "Act"), (ii) that original documents prepared by CONTRACTOR in the course of providing the services and other information provided by CONTRACTOR (the "Contractor's Information"), whether or not deemed confidential or proprietary by CONTRACTOR, may be disclosable under the Act, and (iii) that CITY will comply with the requirements of the Act. In the event CITY determines that any documents containing Contractor's Information are not disclosable, and litigation is commenced to compel production of such documents, CONTRACTOR agrees to defend and indemnify CITY, with counsel of CITY'S choice, as to any claims, liabilities, costs, and/or judgments that may be incurred by CITY as a result of such litigation. The provisions of this section shall survive the expiration or termination of this Agreement for any reason.

10) INDEMNIFY AND HOLD HARMLESS.

a) If AGREEMENT is an agreement for design professional services subject to California Civil Code § 2782.8(a) and CONSULTANT is a design professional, as defined in California Civil Code § 2782.8(c)(2), to the fullest extent allowed by law, CONSULTANT shall hold harmless, defend and indemnify the CITY, its officers, agents, employees, and volunteers from and against all claims, damages, losses, and expenses including attorneys' fees arising out of, or pertaining to, or relating to the negligence, recklessness, or willful misconduct of the CONSULTANT, except where caused by the active negligence, sole negligence, or willful misconduct of the CITY.

b) If AGREEMENT is not an agreement for design professional services subject to California Civil Code § 2782.8(a) or CONSULTANT is not a design professional as defined in subsection (a) above, to the fullest extent allowed by law, CONSULTANT shall indemnify, defend, and hold harmless the CITY, its officers, agents, employees and volunteers from all claims, suits, or actions of every name, kind and description, brought forth on account of injuries to or death of any person or damage to property arising from or connected with the willful misconduct, negligent acts, errors or omissions, ultra-hazardous activities, activities giving rise to strict liability,

or defects in design by CONSULTANT or any person directly or indirectly employed by or acting as agent for CONSULTANT in the performance of this Agreement, including the concurrent or successive passive negligence of the CITY, its officers, agents, employees or volunteers.

It is understood that the duty of CONSULTANT to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code.

Acceptance of insurance certificates and endorsements required under this Agreement does not relieve CONSULTANT from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not such insurance policies are determined to be applicable to any such damages or claims for damages.

CONSULTANT'S responsibility for such defense and indemnity shall survive termination or completion of this agreement for the full period of time allowed by law.

11)PROHIBITED INTERESTS. No employee of the CITY shall have any direct financial interest in this agreement. This agreement shall be voidable at the option of the CITY if this provision is violated.

12)LOCAL EMPLOYMENT POLICY. The CITY desires wherever possible, to hire qualified local residents to work on city projects. Local resident is defined as a person who resides in Solano County. The CITY encourages an active affirmative action program on the part of its contractors, consultants, and developers. When local projects require, subcontractors, contractors, consultants and developers will solicit proposals from qualified local firms where possible. City understands this is not applicable to CONTRACTOR.

As a way of responding to the provisions of the Davis-Bacon Act and this program, contractor, consultants, and developers will be asked, to provide no more frequently than monthly, a report which lists the employee's name, job class, hours worked, salary paid, city of residence, and ethnic origin.

13)CONSULTANT NOT A PUBLIC OFFICIAL. CONSULTANT is not a "public official" for purposes of Government Code §§ 87200 et seq. CONSULTANT conducts research and arrives at his or her conclusions, advice, recommendation, or counsel independent of the control and direction of the CITY or any CITY official, other than normal contract monitoring. In addition, CONSULTANT possesses no authority with respect to any CITY decision beyond these conclusions, advice, recommendation, or counsel.

14)EMPLOYMENT DEVELOPMENT DEPARTMENT REPORTING REQUIREMENTS. When the CITY executes an agreement for or makes payment to



CONSULTANT in the amount of \$600 (six hundred dollars) or more in any one calendar year, CONSULTANT shall provide the following information to CITY to comply with Employment Development Department (EDD) reporting requirements:

a) Whether CONSULTANT is doing business as a sole proprietorship, partnership, limited liability partnership, corporation, limited liability corporation, non-profit corporation or other form of organization.

b) If CONSULTANT is doing business as a sole proprietorship, CONSULTANT shall provide the full name, address and social security number or federal tax identification number of the sole proprietor.

c) If CONSULTANT is doing business as other than a sole proprietorship, CONSULTANT shall provide CONSULTANT'S federal tax identification number.

EXHIBIT "D"

INSURANCE REQUIREMENTS

CONSULTANT shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the CONSULTANT, its agents, representatives, or employees.

1) MINIMUM SCOPE AND LIMITS OF INSURANCE

a) Commercial General Liability coverage (occurrence Form CG 00 01) with minimum limits of \$1,000,000 per occurrence for bodily injury, personal injury, products and completed operations, and property damage. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

b) Automobile Liability coverage (Form CA 00 01 with Code 1 – any auto) with minimum limits of \$1,000,000 per accident for bodily injury and property damage.

c) Workers' Compensation insurance as required by the State of California and Employers' Liability insurance, each in the amount of \$1,000,000 per accident for bodily injury or disease.

2) INDUSTRY SPECIFIC COVERAGES

If checked below, the following insurance is also required.

- Professional Liability Insurance / Errors and Omissions Liability in the minimum amount of \$1,000,000 per occurrence.
- Pollution Liability Insurance in the minimum amount of \$1,000,000 per occurrence
- Garage Keepers Insurance in the minimum amount of \$1,000,000 per occurrence
- Fidelity / Crime / Dishonesty Bond in the minimum amount of \$ \_\_\_\_\_
- MCS-90 Endorsement to Business Automobile insurance for transportation of hazardous materials and pollutants
- Builder's Risk / Course of Construction Insurance in the minimum amount of \$ \_\_\_\_\_.

### 3) INSURANCE PROVISIONS

a) DEDUCTIBLES AND SELF-INSURED RETENTIONS. Any deductibles or self-insured retentions must be declared to and approved by the CITY. At the option of the CITY, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the CITY, its officers, officials, employees and volunteers; or the CONSULTANT shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

b) The general and automobile liability policies (and if applicable, pollution liability, garage keeper's liability and builder's risk policies) are to contain, or be endorsed to contain, the following provisions:

- i) The CITY, its officers, officials, employees and volunteers are to be covered as insureds as respects: liability arising out of work or operations performed by or on behalf of the CONSULTANT; products and completed operations of the CONSULTANT; premises owned, occupied or used by the CONSULTANT; and automobiles owned, leased, hired or borrowed by the CONSULTANT. The coverage shall contain no special limitations on the scope of protection afforded to the CITY, its officers, officials, employees or volunteers.
- ii) For any claims related to this project, the CONSULTANT'S insurance coverage shall be primary insurance as respects the CITY, its officers, officials, employees and volunteers. Any insurance or self-insured maintained by the CITY, its officers, officials, employees or volunteers shall be excess of the CONSULTANT'S insurance and shall not contribute with it.
- iii) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the CITY, its officers, officials, employees or volunteers.
- iv) The CONSULTANT'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- v) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the CITY.
- vi) The policy limits of coverage shall be made available to the full limits of the policy. The minimum limits stated above shall not serve to reduce the CONSULTANT'S policy limits of coverage. Therefore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in

this agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured, whichever is greater.

c) ACCEPTABILITY OF INSURER. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the CITY.

d) VERIFICATION OF COVERAGE. CONSULTANT shall furnish the CITY with original endorsements effecting coverage required by this Exhibit D. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms provided by the CITY or on forms equivalent to CG 20 10 11 85 subject to CITY approval. All insurance certificates and endorsements are to be received and approved by the CITY before work commences. At the request of the CITY, CONSULTANT shall provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

e) SUB-CONTRACTORS. CONSULTANT shall require all subcontractors to procure and maintain insurance policies subject to the requirements of Exhibit D. Failure of CONSULTANT to verify existence of sub-contractor's insurance shall not relieve CONSULTANT from any claim arising from sub-contractors work on behalf of CONSULTANT.