

**AGREEMENT FOR SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
WALLACE ROBERTS & TODD, LLC**

PREAMBLE

This Agreement is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Wallace Roberts & Todd, LLC, a Pennsylvania limited liability company, (Consultant). City and Consultant may be referred to individually as a “Party” or collectively as the “Parties” or the “Parties to this Agreement.”

RECITALS

- A. City desires to secure the services more fully described in this Agreement, at Exhibit A, entitled “Scope of Services”;
- B. Consultant represents that it, and its subconsultants, if any, have the professional qualifications, expertise, necessary licenses and desire to provide certain goods and/or required services of the quality and type which meet objectives and requirements of City; and,
- C. The Parties have specified herein the terms and conditions under which such services will be provided and paid for.

The Parties agree as follows:

AGREEMENT TERMS AND CONDITIONS

1. AGREEMENT DOCUMENTS

The documents forming the entire Agreement between City and Consultant shall consist of these Terms and Conditions and the following Exhibits, which are hereby incorporated into this Agreement by this reference:

Exhibit A – Scope of Services

Exhibit B1 – Schedule of Fees

Exhibit B2 – Fees by Task

Exhibit C – Insurance Requirements

This Agreement, including the Exhibits set forth above, contains all the agreements, representations and understandings of the Parties, and supersedes

and replaces any previous agreements, representations and understandings, whether oral or written. In the event of any inconsistency between the provisions of any of the Exhibits and the Terms and Conditions, the Terms and Conditions shall govern and control.

2. TERM OF AGREEMENT

Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on September 1, 2023 and terminate on August 31, 2025.

3. SCOPE OF SERVICES & PERFORMANCE SCHEDULE

Consultant shall perform those Services specified in Exhibit A within the time stated in Exhibit A. Time is of the essence.

4. WARRANTY

Consultant expressly warrants that all materials and services covered by this Agreement shall be fit for the purpose intended, shall be free from defect and shall conform to the specifications, requirements and instructions upon which this Agreement is based. Consultant agrees to promptly replace or correct any incomplete, inaccurate or defective Services at no further cost to City when defects are due to the negligence, errors or omissions of Consultant. If Consultant fails to promptly correct or replace materials or services, City may make corrections or replace materials or services and charge Consultant for the cost incurred by City.

5. QUALIFICATIONS OF CONSULTANT - STANDARD OF CARE

Consultant represents and maintains that it has the expertise in the professional calling necessary to perform the Services, and its duties and obligations, expressed and implied, contained herein, and City expressly relies upon Consultant's representations regarding its skills and knowledge. Consultant shall perform such Services and duties in conformance to and consistent with the professional standards of a specialist in the same discipline in the State of California.

6. COMPENSATION AND PAYMENT

In consideration for Consultant's complete performance of Services, City shall pay Consultant for all materials provided and Services rendered by Consultant in accordance with Exhibit B1, entitled "SCHEDULE OF FEES." The maximum compensation of this Agreement is set forth in Section 1 of Exhibit B1, subject to budget appropriations, which includes all payments that may be authorized for Services and for expenses, supplies, materials and equipment required to perform the Services. All work performed or materials provided in excess of the

maximum compensation shall be at Consultant's expense. Consultant shall not be entitled to any payment above the maximum compensation under any circumstance.

7. TERMINATION

- A. Termination for Convenience. City shall have the right to terminate this Agreement, without cause or penalty, by giving not less than Thirty (30) days' prior written notice to Consultant.
- B. Termination for Default. If Consultant fails to perform any of its material obligations under this Agreement, in addition to all other remedies provided by law, City may terminate this Agreement immediately upon written notice to Consultant.
- C. Upon termination, each Party shall assist the other in arranging an orderly transfer and close-out of services. As soon as possible following the notice of termination, but no later than ten (10) days after the notice of termination, Consultant will deliver to City all City information or material that Consultant has in its possession.

8. ASSIGNMENT AND SUBCONTRACTING

City and Consultant bind themselves, their successors and assigns to all covenants of this Agreement. This Agreement shall not be assigned or transferred without the prior written approval of City. Consultant shall not hire subconsultants without express written permission from City.

Consultant shall be as fully responsible to City for the acts and omissions of its subconsultants, and of persons either directly or indirectly employed by them, as Consultant is for the acts and omissions of persons directly employed by it.

9. NO THIRD PARTY BENEFICIARY

This Agreement shall not be construed to be an agreement for the benefit of any third party or parties and no third party or parties shall have any claim or right of action under this Agreement for any cause whatsoever.

10. INDEPENDENT CONSULTANT

Consultant and all person(s) employed by or contracted with Consultant to furnish labor and/or materials under this Agreement are independent consultants and do not act as agent(s) or employee(s) of City. Consultant has full rights to manage its employees in their performance of Services under this Agreement.

11. CONFIDENTIALITY OF MATERIAL

All ideas, memoranda, specifications, plans, manufacturing procedures, data, drawings, descriptions, documents, discussions or other information developed or received by or for Consultant and all other written information submitted to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant and shall not, without the prior written consent of City, be used for any purposes other than the performance of the Services nor be disclosed to an entity not connected with performance of the Services. Nothing furnished to Consultant which is otherwise known to Consultant or becomes generally known to the related industry shall be deemed confidential.

12. OWNERSHIP OF MATERIAL

All material, which shall include, but not be limited to, data, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports, designs, technology, programming, works of authorship and other material developed, collected, prepared or caused to be prepared under this Agreement shall be the property of City but Consultant may retain and use copies thereof. City shall not be limited in any way or at any time in its use of said material. However, Consultant shall not be responsible for damages resulting from the use of said material for work other than Project, including, but not limited to, the release of this material to third parties.

13. RIGHT OF CITY TO INSPECT RECORDS OF CONSULTANT

City, through its authorized employees, representatives or agents shall have the right during the term of this Agreement and for four (4) years from the date of final payment for goods or services provided under this Agreement, to audit the books and records of Consultant for the purpose of verifying any and all charges made by Consultant in connection with Consultant compensation under this Agreement, including termination of Consultant. Consultant agrees to maintain sufficient books and records in accordance with generally accepted accounting principles to establish the correctness of all charges submitted to City. Any expenses not so recorded shall be disallowed by City. Consultant shall bear the cost of the audit if the audit determines that there has been a substantial billing deviation in excess of five (5) percent adverse to the City.

Consultant shall submit to City any and all reports concerning its performance under this Agreement that may be requested by City in writing. Consultant agrees to assist City in meeting City's reporting requirements to the State and other agencies with respect to Consultant's Services hereunder.

14. HOLD HARMLESS/INDEMNIFICATION

- A. To the extent permitted by law, Consultant agrees to protect, defend, hold harmless and indemnify City, its City Council, commissions, officers, employees, volunteers and agents from and against any claim, injury,

liability, loss, cost, and/or expense or damage, including all costs and attorney's fees in providing a defense to any such claim or other action, and whether sounding in law, contract, tort, or equity, in any manner arising from, or alleged to arise in whole or in part from, or in any way connected with the Services performed by Consultant pursuant to this Agreement – including claims of any kind by Consultant's employees or persons contracting with Consultant to perform any portion of the Scope of Services – and shall expressly include passive or active negligence by City connected with the Services. However, the obligation to indemnify shall not apply if such liability is ultimately adjudicated to have arisen through the sole active negligence or sole willful misconduct of City; the obligation to defend is not similarly limited.

- B. Consultant's obligation to protect, defend, indemnify, and hold harmless in full City and City's employees, shall specifically extend to any and all employment-related claims of any type brought by employees, consultants, subconsultants or other agents of Consultant, against City (either alone, or jointly with Consultant), regardless of venue/jurisdiction in which the claim is brought and the manner of relief sought.
- C. To the extent Consultant is obligated to provide health insurance coverage to its employees pursuant to the Affordable Care Act ("Act") and/or any other similar federal or state law, Consultant warrants that it is meeting its obligations under the Act and will fully indemnify and hold harmless City for any penalties, fines, adverse rulings, or tax payments associated with Consultant's responsibilities under the Act.

15. INSURANCE REQUIREMENTS

During the term of this Agreement, and for any time period set forth in Exhibit C, Consultant shall provide and maintain in full force and effect, at no cost to City, insurance policies as set forth in Exhibit C.

16. WAIVER

Consultant agrees that waiver by City of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement. Neither City's review, acceptance nor payments for any of the Services required under this Agreement shall be constructed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

17. NOTICES

All notices to the Parties shall, unless otherwise requested in writing, be sent to City addressed as follows:

City of Santa Clara
Attention: Parks & Recreation Department
1500 Warburton Avenue
Santa Clara, CA 95050
and by e-mail at kcastro@santaclaraca.gov

And to Consultant addressed as follows:

Wallace Roberts & Todd, LLC
Attention: Peter Winch
478 Tehama St., Suite 2B
San Francisco, CA 94103
and by e-mail at pwinch@wrtdesign.com

The workday the e-mail was sent shall control the date notice was deemed given. An e-mail transmitted after 1:00 p.m. on a Friday shall be deemed to have been transmitted on the following business day.

18. COMPLIANCE WITH LAWS

Consultant shall comply with all applicable laws and regulations of the federal, state and local government, including but not limited to “The Code of the City of Santa Clara, California” (“SCCC”). In particular, Consultant’s attention is called to the regulations regarding Campaign Contributions (SCCC Chapter 2.130), Lobbying (SCCC Chapter 2.155), Minimum Wage (SCCC Chapter 3.20), Business Tax Certificate (SCCC section 3.40.060), and Food and Beverage Service Worker Retention (SCCC Chapter 9.60), as such Chapters or Sections may be amended from time to time or renumbered. Additionally Consultant has read and agrees to comply with City’s Ethical Standards (<http://santaclaraca.gov/home/showdocument?id=58299>).

19. CONFLICTS OF INTEREST

Consultant certifies that to the best of its knowledge, no City officer, employee or authorized representative has any financial interest in the business of Consultant and that no person associated with Consultant has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement. Consultant is familiar with the provisions of California Government Code section 87100 and

following, and certifies that it does not know of any facts which would violate these code provisions. Consultant will advise City if a conflict arises.

20. FAIR EMPLOYMENT

Consultant shall not discriminate against any employee or applicant for employment because of race, sex, color, religion, religious creed, national origin, ancestry, age, gender, marital status, physical disability, mental disability, medical condition, genetic information, sexual orientation, gender expression, gender identity, military and veteran status, or ethnic background, in violation of federal, state or local law.

21. NO USE OF CITY NAME OR EMBLEM

Consultant shall not use City's name, insignia, or emblem, or distribute any information related to services under this Agreement in any magazine, trade paper, newspaper or other medium without express written consent of City.

22. GOVERNING LAW AND VENUE

This Agreement shall be governed and construed in accordance with the statutes and laws of the State of California. The venue of any suit filed by either Party shall be vested in the state courts of the County of Santa Clara, or if appropriate, in the United States District Court, Northern District of California, San Jose, California.

23. SEVERABILITY CLAUSE

In case any one or more of the provisions in this Agreement shall, for any reason, be held invalid, illegal or unenforceable in any respect, it shall not affect the validity of the other provisions, which shall remain in full force and effect.

24. AMENDMENTS

This Agreement may only be modified by a written amendment duly authorized and executed by the Parties to this Agreement.

25. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument.

The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form: _____

Dated: _____

GLEN R. GOOGINS
City Attorney

JOVAN D. GROGAN
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

WALLACE ROBERTS & TODD, LLC
a Pennsylvania limited liability company

Dated: 09.15.23
By (Signature): 
Name: James Stickley
Title: Principal
Principal Place of Business Address: 478 Tehama Street Suite 2B
San Francisco, CA 94103
Email Address: jstickley@wrtdesign.com
Telephone: (415) 575-4722
Fax: N/A
"CONSULTANT"

EXHIBIT A SCOPE OF SERVICES

The Services to be performed for the City by the Consultant under this Agreement are set forth below:

1. GENERAL OVERVIEW

- 1.1. Consultant will employ all resources necessary to provide professional services for the development of the City's Parks & Recreation Master Plan (Plan). The Plan will create a roadmap for ensuring equitable access, quantity, and proximity to quality parks and green space, recreation facilities and programs throughout the community now and into the future in support of the Parks & Recreation Department (Parks Department).
- 1.2. Specifically, Consultant will develop, collect, and analyze data to develop a clear set of goals, policies and standards for the acquisition, development, operation, maintenance and funding of the community's public park system, green space, easements/joint use facilities, recreation facilities and programs to serve the needs of Santa Clara the next 15-20 years. Consultant shall work closely with Santa Clara residents, commissions, staff, and Council in preparing the Plan.
- 1.3. Plan contents are expected to include review of existing policy/literature/market analysis, community engagement, current program and facility participation and future needs/trend analysis, operation/maintenance/management plan, current facility/service area map(s) for parks and facilities, future acquisition needs/area analysis, park design standards and specifications, cost recovery policy, sample acquisition/development/maintenance agreements, and implementation strategies and timeline. The Plan shall also include documentation for possible submittal for the *Commission for Accreditation of Park and Recreation Agencies (CAPRA)*.
- 1.4. Consultant will present the Plan to the Parks & Recreation Commission for their recommendation for approval and provide a final presentation of the Plan to the City Council for their consideration for approval and Plan adoption. Typically, it may take 12-14 months to complete the Plan including community outreach, survey, meetings, development of specific attachments, statistical analysis and editing of draft Plan and recommendations. Review and approval may take an additional two to four months and 1-2 meetings each of the Parks & Recreation Commission and the City Council to address any comments and recommended changes.

2. PROJECT TASKS

The following tables identify the task, activities, and deliverables the Consultant will provide.

- 2.1. Task 1 – Project Initiation/Management: Refer to the table below for tasks and deliverables for Task 1 Consultant will be responsible for.

Task #	Task Description	Task Activities
1	Project Initiation/Management	
1.1	Project Kick-Off Meeting	<ul style="list-style-type: none"> a) Upon receipt of a written “Authorization to Proceed” from the City, the Parks Department will hold a kick-off meeting with Consultant to review project scope, the planning process, the Consultant’s approach to community engagement and set a tentative timeline for the delivery of the project. The kickoff will be an opportunity for involved City staff to share goals and key issues. b) The kickoff meeting will include a tour of selected parks led by City staff representing a range of perspectives (maintenance, recreational programming, and capital planning.)
1.2	Staff Coordination with Consultant	<ul style="list-style-type: none"> a) Schedule monthly virtual conference meetings with Consultant to ensure productive communication on upcoming tasks, progress on existing tasks and to verify the project remains on time and within budget. b) Meetings may be more frequent (biweekly) during periods of intensive activity.

Task #	Task Description	Task Activities
1	Project Initiation/Management	
1.3	Project Reporting	<ul style="list-style-type: none"> a) Provide the Parks Department and Parks & Recreation Commission with regular quarterly reports. b) Provide quarterly updates for the City's website. c) Supply the Parks Department with at least one (1) copy of all completed or partially completed products as deemed necessary by the Parks Department at least three (3) working days before each progress meeting. d) Consultant will schedule meetings in coordination with the Department, as necessary, at key times during the development of the project.
1.4	Detailed Work Plan and Ongoing Project Management	Based on comments at the kick-off meeting and guidance from City staff, Consultant will finalize a detailed work plan and project schedule including milestones, areas of responsibility, engagement approach, and all information (i.e., background documents, GIS data) to be provided by City staff. Consultant will maintain the project budget and schedule, coordinate the activities of Subconsultants, and submit monthly invoices.
Task 1 Deliverables (all deliverables are electronic files except where specified)		
1.1	Kickoff meeting and agenda and materials.	
1.2	Biweekly/monthly meeting agenda, minutes and action items.	
1.3	Quarterly reports and copy of completed or partially completed products.	
1.4	Detailed work plan and monthly invoices	

2.2. Task 2 – Community Engagement: Refer to the table below for tasks and deliverables for Task 2 Consultant will be responsible for.

Task #	Task Description	Task Activities
2		Community Engagement
2.1	Community Input Strategy	<ul style="list-style-type: none"> a) Identify, describe, and implement a comprehensive community involvement and input during the Plan development process. The Plan will define engagement components, timing, and responsibilities b) In engagement work, Consultant will provide well-organized and directed activities, techniques and formats that will ensure an equitable, inclusive, open, and proactive public participation process is achieved during engagement work. Methods will solicit both quantitative and qualitative data of sufficient quantity and necessary quality, including under-served populations, and both users and non-users of the parks, services and facilities, and across Santa Clara’s various demographic groups, ages and interests. c) Consultant will act as professional facilitators to gather specific information about services, uses, preferences and agency strengths, weaknesses, opportunities, and threats. d) Consultant’s engagement will be designed to help build consensus and agreement on the Plan in the community and if consensus is not possible, provide information for informed decision making by the Department, Commission and council. e) Tasks 2.2 through 2.7 summarize the engagement activities assumed for this proposal project. Consultant will work to refine this program in consultation with City staff to ensure alignment with the City’s goals.

Task #	Task Description	Task Activities
2		Community Engagement
2.2	Branding, Outreach Materials, and Website Support	<ul style="list-style-type: none"> a) Consultant will develop project branding (logo, style palette) to be used in all project-related materials. Throughout the planning process, Consultant will provide content and electronic files that can be used for flyers, posters, and for the City's website and social media. b) Materials will be translated in Spanish as appropriate.
2.3	Community Meetings	<ul style="list-style-type: none"> a) Pop-up events are a valuable way to raise awareness of the planning effort and gather informal feedback on vision and values in a diversity of settings where people are already gathering. Consultant will introduce the community to the project through up to six (6) physical presentations of the project at City sponsored events such as July 4th Celebration, Art & Wine Festival, and at parks and recreation centers during active times. b) Consultant will also lead one dedicated community workshop that will enable the planning team to share findings and relevant context and get input on priorities for the future parks, recreation and open space system. Spanish-language interpreting services will be provided at the workshop.
2.4	Stakeholder Meetings	<p>Consultant and members of the Team, as-needed, will conduct up to one (1) day of in-person meetings with community partners, individually or in small groups. Stakeholders should represent a cross-section of park users and residents.</p>
2.5	Community Surveys	<p>Consultant will create up to two (2) surveys that can be provided in-person at pop-up events and linked to the City's or project website and give community members an opportunity to provide input outside the workshop format. Consultant anticipates that one survey will make use of ESRI's GIS StoryMaps, Surveys will be translated in Spanish as appropriate.</p>

Task #	Task Description	Task Activities
2	Community Engagement	
2.6	Targeted Outreach	<p>a) Consultant will provide opportunities for additional focus groups and online survey participation. Consultant will conduct targeted outreach to specific communities that are not well-represented in public decision-making but who are critical constituents for parks and recreation. Consultant will establish connections and attend one (1) regular meeting each with up to three (3) community-based organizations, to introduce the master plan effort. In particular, organizations associated with youth and with non-English-speaking communities should be sought. Consultant assumes these meetings will take place in person.</p> <p>b) Spanish-language interpreting services will also be provided.</p>
2.7	Engagement Summaries	Consultant will provide written summaries of the results of all public process and communication strategies that can be shared with the public.
Task 2 Deliverables (all deliverables are electronic files except where specified)		
2.1	Community involvement strategy and timeline for the Parks Department review and approval.	
2.2	Project branding and outreach materials for web and print (digital files), including Spanish translation.	
2.3	Community meeting materials (pop-up and workshop programs, interactive and informational boards, presentations) including Spanish translation.	
2.4	Presentation and facilitation questions for stakeholders.	
2.5	Community survey instruments (print and online) including Spanish translation.	
2.6	Presentations for targeted outreach to community groups including Spanish translation.	
2.7	Report and analysis of the data/public input developed during the community outreach.	

2.3. Task 3 – Resource and Data Collection: Refer to the table below for tasks and deliverables for Task 3 Consultant will be responsible for.

Task #	Task Description	Task Activities
3	Resource and Data Collection	
3.1	Documentation Review	<p>a) Consultant will review existing studies and research conducted by the Parks Department and other City departments to compile available information about the Santa Clara community and its parks and recreational facilities, trends, and needs.</p> <p>b) Consultant will summarize and identify gaps in the data and how to efficiently and effectively develop any additional public input data to be used in the Plan development.</p>
3.2	Assessment and Analysis of Parks and Recreation Facilities	<p>a) Consultant will conduct analysis that considers an equitable quantity, distribution, access, inclusion, condition, cultural relevancy, connections and proximity of parks, green space, programs, recreation centers and services on a per capita basis for the City</p> <p>Consultant’s process will involve analysis of existing documentation, including the Kitchell report (2017), and an on-the-ground qualitative assessment of each of the City’s parks. The assessment will follow a customized evaluation form developed in consultant with Parks staff. Evaluation criteria will be based on the expressed values of the community and focus on improved health and environmental outcomes as well as research based best practices.</p> <p>Consultant anticipates consideration of each of the following areas:</p> <ul style="list-style-type: none"> • Access, including such considerations as safe pedestrian street crossings; bike facilities; internal circulation and wayfinding. • Functionality, including the way active and passive use areas currently work

Task #	Task Description	Task Activities
3		Resource and Data Collection
		<p>together to create a successful park experience.</p> <ul style="list-style-type: none"> • Safety, including visibility to and within the park, lighting, and evidence of misuse. <p>This will be a qualitative (good/fair/poor) assessment, with notes to address specific issues of concerns.</p> <p>b) Consultant’s subconsultant, Group 4, will undertake a functional analysts of recreation buildings and facilities, considering the program services and operations. As a base scope, the following primary facilities will be addressed:</p> <ul style="list-style-type: none"> • Community Recreation Center (CRC) • Teen Center • Senior Center • Youth and Activities Building <p>Analysis will be documented graphically for each facility and presented in one (1) meeting with City staff or an advisor committee.</p> <p>Consultant understands that the physical condition of the recreation facilities, parks and their individual assets will not be the focus of this project. The condition assessment conducted in 2017 will service as a baseline for future study.</p>
3.3	Assessment of Programs, Services and Maintenance	<p>a) Consultant’s subconsultant, PROS Consulting, will provide an assessment and analysis of the Department’s current level of programs, services, and maintenance in relation to present and future goals, objectives, and directives.</p> <p>b) PROS Consulting will work with City staff to conduct a classification of recreation services to establish essential and value-added services, recommend pricing and cost</p>

Task #	Task Description	Task Activities
3	Resource and Data Collection	
		<p>recovery strategies, and identify maintenance best practices.</p> <p>c) Consultant anticipates this to involve an in-person workshop including City programming and parks maintenance staff.</p>
3.4	<p>Geographic Information System (GIS)</p>	<p>a) Consultant will review and compile an inventory of the existing parks, trails, green spaces, and facilities in Geographic Information System (GIS). Consultant’s park system mapping and analysis will address:</p> <ul style="list-style-type: none"> • Parks and open spaces by type; schools and other community facilities; • Distribution of key recreation amenities; • Parks and planned parks with planned land use including in specific plan areas; • Park access (10-minute walksheds); • Parks by condition, based on the most recent condition assessment (2017); and • Parks in relation to key demographic considerations: population density, median household income, and families with children. <p>b) Consultant’s mapping will be accompanied by quantitative analysis and comparison to national and comparable cities’ benchmarks (south Bay Area).</p>

Task #	Task Description	Task Activities
3	Resource and Data Collection	
3.5	Statistically=Valid Survey	<p>Consultant's subconsultant, ETC Institute, will provide a community-wide statistically valid community needs assessment survey on recreation and park programs and facilities. The return rate will accurately represent a sampling of the population, including vulnerable populations, so that an analysis can be segmented by race, gender, age, and other relevant demographic groupings. Delivery of this task involves three phases, as summarized below.</p> <ul style="list-style-type: none"> • <i>Phase 1 - Design the Survey and prepare the Sampling:</i> ETC Institute will meet by phone/video conference with City staff to discuss the goals and objectives for the project. It is anticipated that 3-4 drafts of the survey will be prepared before the survey is approved by the City. The survey will be up to 6 pages in length. • <i>Phase 2 – Administer the Survey:</i> ETC Institute will mail the survey and a cover letter (on City letterhead) to a random sample of households in Santa Clara. Residents who receive the survey will have the option of returning the printed survey by mail or completing it online. ETC Institute will follow up with residents who receive the mailed survey by sending texts, postcards, and a second mailing (if needed) to maximize participation. A sample size of 400 completed surveys will provide results that have a margin error of +/- 5% at the 95% level of confidence. • <i>Phase 3 - Analysis and Final Report:</i> ETC Institute will submit a final report to the City, with an executive summary of major findings; charts and graphs that show results for reach question; Priorities-Investment Rating (PIR) analysis that will identify the facilities and programs that should receive the highest priority for investment from the City; tabular data that shows the results for each question on the survey, including open ended questions; and a copy of the survey instrument.

Task #	Task Description	Task Activities
3	Resource and Data Collection	
3.6	Demographic Analysis and Recreational Demand Analysis	<ul style="list-style-type: none"> a) PROS Consulting will review and interpret demographic trends and characteristics of the community, using information from the US Census Bureau’s American Community Survey, tapestry segmentation, the General Plan and other regional and local sources. b) PROS Consulting will prepare a recreation demand study that will consider regional, new, emerging, and declining trends in recreation activities and expected demand for recreation programs based on national and regional recreation trends and the City’s demographic composition.
Task 3 Deliverables (all deliverables are electronic files except where specified)		
3.1	Memo on the documentation review including gaps identified in the data.	
3.2	Report on the inventory and assessment of the existing parks, trails, green spaces, and facilities.	
3.3	Report on existing programs and services.	
3.4	Parks map atlas and park system comparative analysis.	
3.5	Statistically-valid survey report.	
3.6	Demographics and recreation trends report.	

2.4. Task 4 – Implementation (Action Plan): Refer to the table below for tasks and deliverables that Consultant will be responsible for.

Task #	Task Description	Task Activities
4	Implementation (Action Plan)	
4.1	Recommendations	<p>Consultant, PROS Consulting, and Group 4 will facilitate a half-day intensive working session with City staff to synthesize the findings from previous stages of the process into a clear statement of needs and critical opportunities. Following the working session, Consultant will draft a recommendations outline that will anchor the Parks Master Plan. Recommendations will address the following:</p> <ul style="list-style-type: none"> a) Useable and workable classification of park and open space types, including park size and dimensions, locational characteristics, amenities, design considerations, and other service parameters defined as appropriate. b) An approach to park and recreation facility level of service, using the existing General Plan guidance and City ordinances as a baseline. c) Informed by an approach to level of service, identify needs for land acquisition, and the development of parks, trails, open spaces, and recreation facilities. d) Maintenance, renovation and operations of existing parks, trails and recreation facilities given aged infrastructure and limitations on available funding. e) Opportunities for collaboration, alternative provision of services and other solutions to minimize duplication of facilities/staffing, increase maintenance efficiency/effectiveness, or enhance service levels. f) Operations, staffing, maintenance, programming, and funding needs.

Task #	Task Description	Task Activities
4	Implementation (Action Plan)	
4.2	Opportunities and Future Development	<p>a) In a second internal workshop with City staff, Consultant, PROS Consulting and Group 4 will address specific opportunities for development and improvements to the park system. Recommendations will address the following:</p> <ul style="list-style-type: none"> • High-level definition of improvement needs at each of the City’s existing parks and recreation facilities. • Specific areas of opportunity in the City to address service gaps identified in the geographic analysis (Task 3.4). • Areas of service shortfalls related to projected recreation demand and future trends. <p>b) Following this working session, Consultant will provide a clear plan for development of programming for existing and new parks and facilities, based on demand analysis.</p>
4.3	Action Plan	<p>a) Consultant’s team will develop an action plan that identifies park and facility improvements, future park needs, and initiatives related to recreational programming, operations and maintenance.</p> <p>b) Consultant’s team will provide a rough order-of-magnitude capital cost estimates for the development of up to three (3) park types, based on the classification system defined in Task 4.2. Estimates will also be provided for improvements needed at existing park sites and recreation buildings where strategic or transformational improvements are proposed. Conceptual improvement illustrations will be provided for up to three (3) sites. Capital cost estimates for parks where improvements would be limited to rehabilitation of existing assets will be drawn from the 2017 Condition Assessment. Consultant will also provide rough order of magnitude estimates of operating and maintenance costs.</p>

Task #	Task Description	Task Activities
4	Implementation (Action Plan)	
		<p>c) Second, the action plan will include an analysis of budget support and funding mechanisms for the short-, mid- and long-term for the park system, open spaces, trails and recreation programs and services. PFAL will suggest options (based on current knowledge and past experience at Santa Clara) on available financing and delivery options for up to five (5) different capital improvements, performing financial modeling to support recommendations and decision-making.</p> <p>d) The action plan will prioritize strategies by their level of impact on social, health and environmental outcomes.</p>
Task 4 Deliverables (all deliverables are electronic files except where specified)		
4.1	Recommendations report.	
4.2	Report on park improvements, specific areas of opportunity, and areas of service shortfalls.	
4.3	Action plan draft for review and approval by the Parks Department.	

2.5. Task 5 – Development of Final Plans Supporting Materials: Refer to the table below for tasks and deliverables for Task 5 Consultant will be responsible for.

Task #	Task Description	Task Activities
5	Development of Final Plan and Supporting Materials	
5.1	The Master Plan	<p>Consultant will create an attractive, useable planning document that includes the following:</p> <ul style="list-style-type: none"> a) A summary of existing conditions (park inventory and assessment), system-wide mapping and key metrics, population projections and demographics. b) A summary of community engagement and priorities expressed during the process, and key outcomes based on those priorities. c) Vision, goals, and policy statements based on the recommendations established in Task 4.1. These will include recommended metrics for park distribution, access, etc. d) Park improvement recommendations and future development opportunities identified in Task 4.2. e) An action plan that articulates a clear “roadmap” and model for the City’s Parks & Recreation system’s future as developed in Task 4.3. f) Charts, graphs, maps, and other data as needed to support the plan and its presentation to the appropriate audiences.
5.2	Parks & Recreation Commission and City Council Meetings	Consultant will participate in four (4) meetings total (two (2) with Commission and two (2) with Council) for required review, recommendation, administrative draft and adoption of the final Plan.
Task 5 Deliverables (all deliverables are electronic files except where specified)		
5.1	<p>Administrative Draft parks master plan for the Parks Department review and input.</p> <p>Incorporate input from the Parks Department and provide a final Administrative Draft of master plan for presentation to Commission and Council for review and approval.</p>	

Task #	Task Description	Task Activities
5	Development of Final Plan and Supporting Materials	
Task 5 Deliverables (continued)		
5.2	Draft presentation to accompany the Administrative Draft for Commission review and recommendation to Council for Council review and approval.	
5.3	Final Document in consultation with the Parks Department for posting on City website/	

**EXHIBIT B1
SCHEDULE OF FEES**

1. MAXIMUM COMPENSATION

- 1.1. The maximum amount payable for all services provided under this Agreement shall not exceed Four Hundred Forty-Two Thousand Six Hundred Twenty-Four Dollars (\$442,624), during the term of the Agreement. No additional services will be performed unless both Parties execute an amendment outlining the services requested and the compensation agreed for such services.
- 1.2. All payments are based upon City’s acceptance of Contractor’s performance of tasks specified in Exhibit A, Scope of Services. City shall have no obligation to pay unless Contractor has successfully completed the work for which payment is due.
- 1.3. The compensation to be paid by the City is specified below. The total for each task is based on time and materials, but not in total exceed the amount set forth for each task, regardless of the final actual total of hours necessary to complete each task. However, if a task can be completed for less than the not to exceed amount, only the actual amount shall be invoiced.

Table B1: Total Maximum Compensation

Description	Total
Task 1: Project Initiation/Management	\$ 46,950
Task 2: Community Engagement	\$ 62,130
Task 3: Resource and Data Collection	\$ 155,895
Task 4: Implementation (Action Plan)	\$ 69,780
Task 5: Development of Final Plans Supporting Materials	\$ 48,140
Subtotal	\$ 382,895
Reimbursables	\$ 11,450
Interpreting and Translation Services	\$ 8,040
Subtotal for Tasks, Reimbursables, and Services	\$ 402,385
Contingency	\$ 40,239
TOTAL MAXIMUM COMPENSATION NOT-TO-EXCEED	\$ 442,624

- 1.4. See Exhibit B2 for task breakdown by cost and hours.

2. LABOR RATES

- 2.1. All hourly rates are fixed for the Term of the Agreement. In the event there is a need to extend the Agreement beyond two years, Consultant may request price adjustments to the hourly rates in Section 2.2 below. Rate increases must be supported by a relevant industry specific index and fully documented by Contractor. Rate adjustments are subject to City's approval.
- 2.2. The hourly rates for Contractor's personnel are listed below in Table B2 below:

Table B2: Hourly Rates

Consultant Name	Title	Hourly Rate
<u><i>Wallace Roberts & Todd (Prime Consultant: Park Facility and System Planning)</i></u>		
John Gibb	Principal	\$265
Peter Winch	Senior Planner	\$205
Deeksha Rawat	Project Manager/Planner	\$135
TBD	LA Level I	\$115
TBD	Administrative Support	\$105
<u><i>PROS Consulting (Programming and Operations)</i></u>		
Mike Svetz	Principal	\$200
<u><i>Group 4 (Building Assessment)</i></u>		
Dawn Merkes	Project Manager	\$195
Grace Tilghman	JC	\$165
<u><i>Project Finance Advisory Limited (Public Finance)</i></u>		
Victoria Taylor	Finance and Funding	\$350
Caroline Judy	Finance and Funding	\$375
Nikita Manayenkov	Finance and Funding	\$315
<u><i>ETC Institute (Statistically - Valid Survey)</i></u>		
No hourly rates		

- 2.3. Hourly rates shall apply for any additional services requested by the City of Contractor outside of the specified scope of services herein.

3. INVOICING REQUIREMENTS

- 3.1. Contractor shall invoice the City on a monthly basis for the percentage of services completed for each task by Contractor during the preceding month. The invoice must be in a format approved by the City, and include:

- 3.1.1. Identification of the tasks completed;
 - 3.1.2. Description of work performed;
 - 3.1.3. Deliverables completed;
 - 3.1.4. Amount for services provided by task; and
 - 3.1.5. The not-to-exceed amount for the task, invoiced amount to date, amount for the current invoice, and remaining not-to-exceed amount for the task.
- 3.2. City shall pay Contractor within thirty (30) days of City's receipt of an approved invoice.

EXHIBIT B2
FEEES BY TASK AND CONSULTANT/SUBCONSULTANT

1. The below table specifies the hours and cost by task for the prime consultant, Wallace Roberts & Todd:

Tasks	John Gibb, Principal (WRT)	Peter Winch, Senior Planner (WRT)	Deeksha Rawat, Project Manager/Planner (WRT)	LA Level I (WRT)	Administrative Support (WRT)	Hours	Cost
	\$265	\$205	\$135	\$115	\$105		
Task 1: Project Initiation/Management							
1.1 Project Kick-Off Meeting	8	12	16	12	2	50	\$8,330
1.2 Staff Coordination with Consultants	16	44	56			116	\$20,820
1.3 Project Reporting	2	8	16	4		30	\$4,790
1.4 Detailed Work Plan and Ongoing Project Management		4	20			24	\$3,520
TOTAL FOR TASK 1	26	68	108	16	2	220	\$37,460
Task 2: Community Engagement							
2.1 Community Input Strategy	2	12	20			34	\$5,690
2.2 Branding, Outreach Materials, and Website Support		2	8	24		34	\$4,250
2.3 Community Meetings	8	24	58	80	4	174	\$24,490

Tasks	John Gibb, Principal (WRT)	Peter Winch, Senior Planner (WRT)	Deeksha Rawat, Project Manager/Planner (WRT)	LA Level I (WRT)	Administrative Support (WRT)	Hours	Cost
	\$265	\$205	\$135	\$115	\$105		
2.4 Stakeholder Meetings	2	8	10			20	\$3,520
2.5 Community Surveys		4	8	16		28	\$3,740
2.6 Targeted Outreach		12	12	4		28	\$4,540
2.7 Engagement Summaries		12	24	36	12	84	\$11,100
TOTAL FOR TASK 2	12	74	140	160	16	402	\$57,330
Task 3: Resource and Data Collection							
3.1 Documentation Review	2	12	24	8		46	\$7,150
3.2 Assessment and Analysis of Park and Recreation Facilities	8	12	129	129		278	\$36,830
3.3 Assessment of Programs, Services, and Maintenance		3	3			6	\$1,020
3.4 Geographic Information System Mapping and System Benchmarking	2	8	86	129		225	\$28,615
3.5 Statistically-Valid Survey		4	8			12	\$1,900
3.6 Demographic Analysis and Recreational Demand Analysis						0	\$0
TOTAL FOR TASK 3	86	311	652	489	36	567	\$75,515

Tasks	John Gibb, Principal (WRT)	Peter Winch, Senior Planner (WRT)	Deeksha Rawat, Project Manager/Planner (WRT)	LA Level I (WRT)	Administrative Support (WRT)	Hours	Cost
	\$265	\$205	\$135	\$115	\$105		
Task 4: Implementation (Action Plan)							
4.1 Recommendations	8	24	40	24		96	\$15,200
4.2 Opportunities and Future Development	8	16	40	16		80	\$12,640
4.3 Action Plan	8	12	24	24		68	\$10,580
TOTAL FOR TASK 4	24	52	104	64	0	244	\$38,420
Task 5: Development of Final Plans Supporting Materials							
5.1 The Master Plan	12	40	60	90	4	206	\$30,250
5.2 Parks & Recreation Commission and City Council Meetings	8	16	24	12		60	\$10,020
TOTAL FOR TASK 5	20	56	84	102	4	266	\$40,270
Subtotal for Services Provided by WRT							\$248,995
Reimbursables (Travel/Printing)							\$2,650
Interpreting and Translation Services							\$8,040
TOTAL FOR ALL SERVICES PROVIDED BY WALLACE ROBERTS & TODD							\$259,685

2. The below table specifies the hours and cost by task for the prime consultant's subconsultant, PROS Consulting:

Tasks	Mike Svez, Principal	Total Hours	Cost
	\$200		
Task 1: Project Initiation Management			
1.1 Project Kick-Off Meeting	8	8	\$1,600
1.2 Staff Coordination with Consultants	4	4	\$800
1.3 Project Reporting	4	4	\$800
1.4 Detailed Work Plan and Ongoing Project Management		0	\$0
TOTAL FOR TASK 1	16	16	\$3,200
Task 2: Community Engagement			
2.1 Community Input Strategy	8	8	\$1,600
2.2 Branding, Outreach Materials, and Website Support		0	\$0
2.3 Community Meetings	16	16	\$3,200
2.4 Stakeholder Meetings		0	\$0
2.5 Community Surveys		0	\$0
2.6 Targeted Outreach		0	\$0
2.7 Engagement Summaries		0	\$0
TOTAL FOR TASK 2	24	24	\$ 4,800.00
Task 3: Resource and Data Collection			
3.1 Documentation Review	4	4	\$800

Tasks	Mike Svez, Principal	Total Hours	Cost
	\$200		
3.2 Assessment and Analysis of Park and Recreation Facilities		0	\$0
3.3 Assessment of Programs, Services, and Maintenance	60	60	\$12,000
3.4 Geographic Information System Mapping and System Benchmarking		0	\$0
3.5 Statistically-Valid Survey		0	\$0
3.6 Demographic Analysis and Recreational Demand Analysis	24	24	\$4,800
TOTAL FOR TASK 3	144	88	\$17,600
Task 4: Implementation (Action Plan)			
4.1 Recommendations	24	24	\$4,800
4.2 Opportunities and Future Development	16	16	\$3,200
4.3 Action Plan	40	40	\$8,000
TOTAL FOR TASK 4	80	80	\$16,000
Task 5: Development of Final Plans Supporting Materials			
5.1 The Master Plan	8	8	\$1,600
5.2 Parks & Recreation Commission and City Council Meetings	8	8	\$1,600
TOTAL FOR TASK 5	16	16	\$3,200

Tasks	Mike Svez, Principal	Total Hours	Cost
	\$200		
Subtotal for All Tasks			\$44,800
Reimbursables			\$4,800
TOTAL FOR ALL SERVICES PROVIDED BY PROS CONSULTING			\$49,600

3. The below table specifies the hours and cost by task for the prime consultant's subconsultant, Group 4:

Tasks	Dawn Merkes, Project Manager (Group 4)	Grace Tilghman, JC (Group 4)	Total Hours	Cost
	\$195	\$165		
Task 1: Project Initiation Management				
1.1 Project Kick-Off Meeting	4	4	8	\$1,440
1.2 Staff Coordination with Consultants	4	8	12	\$2,100
1.3 Project Reporting	2	8	10	\$1,710
1.4 Detailed Work Plan and Ongoing Project Management			0	\$0
TOTAL FOR TASK 1	10	20	30	\$5,250
Task 2: Community Engagement - NO LABOR WILL BE PROVIDED BY GROUP 4 FOR THIS TASK				
Task 3: Resource and Data Collection				
3.1 Documentation Review	4	10	14	\$2,430
3.2 Assessment and Analysis of Park and Recreation Facilities	28	80	108	\$18,660

Tasks	Dawn Merkes, Project Manager (Group 4)	Grace Tilghman, JC (Group 4)	Total Hours	Cost
	\$195	\$165		
3.3 Assessment of Programs, Services, and Maintenance			0	\$0
3.4 Geographic Information System Mapping and System Benchmarking			0	\$0
3.5 Statistically-Valid Survey			0	\$0
3.6 Demographic Analysis and Recreational Demand Analysis			0	\$0
TOTAL FOR TASK 3	52	130	122	\$21,090
Task 4: implementation (Action Plan)				
4.1 Recommendations	8	16	24	\$4,200
4.2 Opportunities and Future Development	4	8	12	\$2,100
4.3 Action Plan	4	8	12	\$2,100
TOTAL FOR TASK 4	16	32	48	\$8,400
Task 5: Development of Final Plans Supporting Materials - NO LABOR WILL BE PROVIDED BY GROUP 4 FOR THIS TASK				
Subtotal for All Tasks				\$34,740
Reimbursables				\$4,000
TOTAL FOR ALL SERVICES PROVIDED BY GROUP 4				\$38,740

4. The below table specifies the hours and cost by task for the prime consultant's subconsultant, Project Finance Advisory Limited:

Tasks	Victoria Taylor, Finance and Funding (Project Finance Advisory Limited)	Caroline Judy, Finance and Funding (Project Finance Advisory Limited)	Nikita Manayenkov, Finance and Funding (Project Finance Advisory Limited)	Total Hours	Cost
	\$350	\$375	\$315		
Task 1: Project Initiation Management					
1.1 Project Kick-Off Meeting	1	1	1	3	\$1,040
1.2 Staff Coordination with Consultants				0	\$0
1.3 Project Reporting				0	\$0
1.4 Detailed Work Plan and Ongoing Project Management				0	\$0
TOTAL FOR TASK 1	1	1	1	3	\$1,040
Task 2: Community Engagement - NO LABOR WILL BE PROVIDED BY PROJECT FINANCE ADVISORY LIMITED FOR THIS TASK					
Task 3: Resource and Data Collection					
3.1 Documentation Review	1	2	6	9	\$2,990
3.2 Assessment and Analysis of Park and Recreation Facilities	16	4	40	60	\$19,700
3.3 Assessment of Programs, Services, and Maintenance				0	\$0

Tasks	Victoria Taylor, Finance and Funding (Project Finance Advisory Limited)	Caroline Judy, Finance and Funding (Project Finance Advisory Limited)	Nikita Manayenkov, Finance and Funding (Project Finance Advisory Limited)	Total Hours	Cost
	\$350	\$375	\$315		
3.4 Geographic Information System Mapping and System Benchmarking				0	\$0
3.5 Statistically-Valid Survey				0	\$0
3.6 Demographic Analysis and Recreational Demand Analysis				0	\$0
TOTAL FOR TASK 3	19	8	48	69	\$22,690
Task 4: Implementation (Action Plan)					
4.1 Recommendations	4	2		6	\$2,150
4.2 Opportunities and Future Development				0	\$0
4.3 Action Plan	8	2	4	14	\$4,810
TOTAL FOR TASK 4	12	4	4	20	\$6,960
Task 5: Development of Final Plans Supporting Materials					
5.1 The Master Plan	4	2	8	14	\$4,670
5.2 Parks & Recreation Commission and City Council Meetings				0	\$0
TOTAL FOR TASK 5	4	2	8	14	\$4,670
TOTAL FOR ALL SERVICES					\$35,360

5. The below table specifies the hours and cost by task for the prime consultant's subconsultant, ETC Institute:

Tasks	ETC Institute	Cost
Task 1: Project Initiation Management - NO LABOR WILL BE PROVIDED BY ETC INSTITUTE FOR THIS TASK		
Task 2: Community Engagement - NO LABOR WILL BE PROVIDED BY ETC INSTITUTE FOR THIS TASK		
Task 3: Resource and Data Collection		
3.1 Documentation Review		\$0
3.2 Assessment and Analysis of Park and Recreation Facilities		\$0
3.3 Assessment of Programs, Services, and Maintenance		\$0
3.4 Geographic Information System Mapping and System Benchmarking		\$0
3.5 Statistically-Valid Survey	\$ 19,000	\$19,000
3.6 Demographic Analysis and Recreational Demand Analysis		\$0
TOTAL FOR TASK 3		\$19,000
Task 4: Implementation (Action Plan) - NO LABOR WILL BE PROVIDED BY ETC INSTITUTE FOR THIS TASK		
Task 5: Development of Final Plans Supporting Materials - NO LABOR WILL BE PROVIDED BY ETC INSTITUTE FOR THIS TASK		
TOTAL FOR ALL SERVICES PROVIDED BY ETC INSTITUTE		\$19,000

EXHIBIT C
INSURANCE REQUIREMENTS

Without limiting the Consultant's indemnification of the City, and prior to commencing any of the Services required under this Agreement, the Consultant shall provide and maintain in full force and effect during the period of performance of the Agreement and for twenty-four (24) months following acceptance by the City, at its sole cost and expense, the following insurance policies from insurance companies authorized to do business in the State of California. These policies shall be primary insurance as to the City of Santa Clara so that any other coverage held by the City shall not contribute to any loss under Consultant's insurance. The minimum coverages, provisions and endorsements are as follows:

A. COMMERCIAL GENERAL LIABILITY INSURANCE

1. Commercial General Liability Insurance policy which provides coverage at least as broad as Insurance Services Office form CG 00 01. Policy limits are subject to review, but shall in no event be less than, the following:
 - \$1,000,000 Each Occurrence
 - \$2,000,000 General Aggregate
 - \$2,000,000 Products/Completed Operations Aggregate
 - \$1,000,000 Personal Injury
2. Exact structure and layering of the coverage shall be left to the discretion of Consultant; however, any excess or umbrella policies used to meet the required limits shall be at least as broad as the underlying coverage and shall otherwise follow form.
3. The following provisions shall apply to the Commercial Liability policy as well as any umbrella policy maintained by the Consultant to comply with the insurance requirements of this Agreement:
 - a. Coverage shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits;
 - b. There shall be no cross liability exclusion which precludes coverage for claims or suits by one insured against another; and
 - c. Coverage shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of liability.

B. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Business automobile liability insurance policy which provides coverage at least as broad as ISO form CA 00 01 with policy limits a minimum limit of not less than

one million dollars (\$1,000,000) each accident using, or providing coverage at least as broad as, Insurance Services Office form CA 00 01. Liability coverage shall apply to all owned (if any), non-owned and hired autos.

C. WORKERS' COMPENSATION

1. Workers' Compensation Insurance Policy as required by statute and employer's liability with limits of at least one million dollars (\$1,000,000) policy limit Bodily Injury by disease, one million dollars (\$1,000,000) each accident/Bodily Injury and one million dollars (\$1,000,000) each employee Bodily Injury by disease.
2. The indemnification and hold harmless obligations of Consultant included in this Agreement shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefit payable by or for Consultant or any subconsultant under any Workers' Compensation Act(s), Disability Benefits Act(s) or other employee benefits act(s).
3. This policy must include a Waiver of Subrogation in favor of the City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents.

D. PROFESSIONAL LIABILITY

Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designed to protect against negligent acts, errors or omissions of the Consultant. Covered services as designated in the policy must specifically include work performed under this agreement. Coverage shall be in an amount of not less than one million dollars (\$1,000,000) per claim or two million dollars (\$2,000,000) aggregate. Any coverage containing a deductible or self-retention must first be approved in writing by the City Attorney's Office.

E. COMPLIANCE WITH REQUIREMENTS

All of the following clauses and/or endorsements, or similar provisions, must be part of each commercial general liability policy, and each umbrella or excess policy.

1. Additional Insureds. City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents are hereby added as additional insureds in respect to liability arising out of Consultant's work for City, using Insurance Services Office (ISO) Endorsement CG 20 10 11 85, or the combination of CG 20 10 03 97 and CG 20 37 10 01, or its equivalent.

2. Primary and non-contributing. Each insurance policy provided by Consultant shall contain language or be endorsed to contain wording making it primary insurance as respects to, and not requiring contribution from, any other insurance which the indemnitees may possess, including any self-insurance or self-insured retention they may have. Any other insurance indemnitees may possess shall be considered excess insurance only and shall not be called upon to contribute with Consultant's insurance.
3. Cancellation.
 - a. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided due to non-payment of premiums shall be effective until written notice has been given to City at least ten (10) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least ten (10) days prior to the effective date of non-renewal.
 - b. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided for any cause save and except non-payment of premiums shall be effective until written notice has been given to City at least thirty (30) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least thirty (30) days prior to the effective date of non-renewal.
4. Other Endorsements. Other endorsements may be required for policies other than the commercial general liability policy if specified in the description of required insurance set forth in Sections A through E of this Exhibit C, above.

F. ADDITIONAL INSURANCE RELATED PROVISIONS

Consultant and City agree as follows:

1. Consultant agrees to ensure that subconsultants, and any other party involved with the Services, who is brought onto or involved in the performance of the Services by Consultant, provide the same minimum insurance coverage required of Consultant, except as with respect to limits. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. Consultant agrees that upon request by City, all agreements with, and insurance compliance

documents provided by, such subconsultants and others engaged in the project will be submitted to City for review.

2. Consultant agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Consultant for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.
3. The City reserves the right to withhold payments from the Consultant in the event of material noncompliance with the insurance requirements set forth in this Agreement.

G. EVIDENCE OF COVERAGE

Prior to commencement of any Services under this Agreement, Consultant, and each and every subconsultant (of every tier) shall, at its sole cost and expense, provide and maintain not less than the minimum insurance coverage with the endorsements and deductibles indicated in this Agreement. Such insurance coverage shall be maintained with insurers, and under forms of policies, satisfactory to City and as described in this Agreement. Consultant shall file with the City all certificates and endorsements for the required insurance policies for City's approval as to adequacy of the insurance protection.

H. EVIDENCE OF COMPLIANCE

Consultant or its insurance broker shall provide the required proof of insurance compliance, consisting of Insurance Services Office (ISO) endorsement forms or their equivalent and the ACORD form 25-S certificate of insurance (or its equivalent), evidencing all required coverage shall be delivered to City, or its representative as set forth below, at or prior to execution of this Agreement. Upon City's request, Consultant shall submit to City copies of the actual insurance policies or renewals or replacements. Unless otherwise required by the terms of this Agreement, all certificates, endorsements, coverage verifications and other items required to be delivered to City pursuant to this Agreement shall be emailed to:

ctsantaclara@ebix.com

Or mailed to:

EBIX Inc.
City of Santa Clara Parks & Recreation Department
P.O. Box 100085 – S2
Duluth, GA 30096

Telephone number: 951-766-2280
Fax number: 770-325-0409

I. QUALIFYING INSURERS

All of the insurance companies providing insurance for Consultant shall have, and provide written proof of, an A. M. Best rating of at least A minus 6 (A- VI) or shall be an insurance company of equal financial stability that is approved by the City or its insurance compliance representatives.