

**AGREEMENT FOR SERVICES  
BETWEEN THE  
CITY OF SANTA CLARA, CALIFORNIA,  
AND  
LYNX TECHNOLOGIES, INC.**

**PREAMBLE**

This Agreement is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Lynx Technologies, Inc., a California corporation, (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 subcontractors, 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 B – Compensation and Fees

Exhibit C – Insurance Requirements

Exhibit D – Task Order Form

Exhibit E – Notice of Exercise of Option to Extend Agreement

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**

- A. 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 May 1, 2025 and terminate on April 30, 2029.
- B. After the Initial Term, the City reserves the right, at its sole discretion, to extend the term of this Agreement for up to four (4) additional one-year term through April 30, 2033 ("Option Period"), subject to the budget appropriation. See Exhibit E for Notice of Exercise of Option to Extend Agreement Form.

## **3. SCOPE OF SERVICES & PERFORMANCE SCHEDULE**

- A. **General:** The Consultant will provide as-needed services to the City as set forth in Exhibit A and as further described pursuant to individual task orders (Exhibit D). Each Task Order will describe the services and deliverables (collectively "Work") the Consultant must provide, the time limit within which the Consultant must complete the Work and the compensation for the Work.
- B. **Approved Task Order:** The City will not compensate the Consultant for any Work until the City has executed the task order for such Work ("Approved Task Order").
- C. **Obligation to Issue:** The City has no obligation to issue any Approved Task Orders under this Agreement.
- D. Each Approved Task Order shall be subject to the terms and conditions of this Agreement.

## **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**

Consultant shall be paid in accordance with Exhibit B, Compensation and Fees.

## **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 subcontractors without express written permission from City.

Consultant shall be as fully responsible to City for the acts and omissions of its subcontractors, 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 contractors 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, contractors, subcontractors 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: Gaurav Garg, Director of Information Technology / CIO  
1500 Warburton Avenue  
Santa Clara, CA 95050  
and by e-mail at [ggarg@santaclaraca.gov](mailto:ggarg@santaclaraca.gov)

And to Consultant addressed as follows:

Lynx Technologies, Inc.  
Attn: Patrick Kelleher  
1350 41<sup>st</sup> Avenue, Suite 202  
Capitola, CA 95010  
and by e-mail at [patrickk@lynxgis.com](mailto:patrickk@lynxgis.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  
City of Santa Clara  
1500 Warburton Avenue  
Santa Clara, CA 95050  
Telephone: (408) 615-2210  
Fax: (408) 241-6771

"CITY"

**LYNX TECHNOLOGIES, INC.**  
a California corporation

Dated: \_\_\_\_\_

By (Signature): \_\_\_\_\_

Name: Patrick C. Kelleher

Title: CEO

Principal Place of Business Address: 1350 41<sup>st</sup> Avenue, Suite 202  
Capitola, CA 95010

Email Address: patrickk@lynxgis.com

Telephone: (831) 479-4821

Fax: N/A

"CONSULTANT"



## **EXHIBIT A**

### **SCOPE OF SERVICES**

The following Scope of Services defines the Services and responsibilities of the Consultant and City for Geographic Information Systems (GIS) Professional Services citywide.

The Scope of Services include Exhibit A and Consultant's proposal response dated August 20, 2024 provide context, supplemental information, and are incorporated by reference to the extent not inconsistent with the Agreement.

#### **1. City's Current GIS Environment**

- 1.1. The City is currently running ArcGIS Enterprise 10.9.1. on premises in a virtualized VMware environment. The City uses GIS duplication to provide failover support.
- 1.2. The City has production and test environments. The GIS infrastructure environment is virtualized (VMware) with Windows Operating System (2022), and the database platform is Microsoft SQL Server 2019. The city currently uses VMware 6.5 and is migrating to VMware 7.0.
- 1.3. The size of the city's production databases (INFOMAP, DWH, COPDB, GISIMAGERYP is 90000MB.
- 1.4. The following software is installed on the city's production GIS servers:

<b>Category</b>	<b>Software</b>
Desktop Applications	ArcCatalog 10.8.2 Build 28388 ArcMap 10.8.2 Build 28388 ArcGIS Pro 2.9.12
Production Server Applications	Portal for ArcGIS 10.9.1 ArcGIS Server 10.9.1 ArcGIS DataStore 10.9.1 ArcGIS Web Adaptor 10.9.1
Current Web Applications:	VertiGIS Studio Web 5.26.2
Required for ArcGIS Server 10.8.1:	Python 2.7 Python 3.7

- 1.5. The City recently upgraded InfoMap. Supported versions are

Category	Software
Support apps for VertiGIS Studio Web:	VertiGIS Studio Printing 5.21.2 VertiGIS Studio Workflow 5.35.0 VertiGIS Studio Reporting 5.21.2

- 1.6. The Enterprise GIS system is integrated with key business systems for Public Safety, Permitting and Asset Management. These integrations are:

Department	Function	System
Citywide	Enterprise Asset Management	Central Square Lucity (COTS, On-Prem)
Citywide	Permit / Land Management	Accela Civic Platform (SAAS)
Citywide	Document management address verification	Laserfiche Rio (COTS, On-Prem)
Police Department	911 Dispatch	Hexagon iCAD (COTS, On-Prem)
Police Department	Records Management	Mark43 RMS (SAAS)
Levi Stadium	Public Safety – Game Day Situational Awareness	Common Operational Picture (Custom, On-Prem)
Fire Department	Fire Incident Response and management	Tablet Command (COTS, Mobile)
Fire Department	Inter Agency common operational platform	IntTerra (SAAS)

## 2. SERVICE REQUIREMENTS

- 2.1. Consultant shall assess municipal end-user needs and identify approaches to leverage GIS data and services to meet those needs. Services provided by Consultant will be on an as-needed basis working collaboratively with the City's Information Technology Department (ITD) and key stakeholders in defining and executing plans to meet the City's evolving information needs and integrating GIS and departmental database applications into City processes as appropriate.
- 2.2. Consultant activities may include, but are not limited to:
- 2.2.1. Assessment of departmental and citywide GIS initiatives and needs.
  - 2.2.2. Defining how GIS will support business processes, decision-making, and innovation.

- 2.2.3. Leveraging the capabilities of GIS to enrich business-specific processes with location intelligence.
- 2.3. Consultant's project team for the City's services may include, but is not limited to, the following roles:
  - 2.3.1. GIS Architect
  - 2.3.2. GIS Developer
  - 2.3.3. GIS Administrator
  - 2.3.4. GIS Project Manager
  - 2.3.5. GIS Analyst/Specialist
  - 2.3.6. Other required roles when applicable.
- 2.4. Consultant shall primarily provide services remotely, unless onsite services are requested by the City.
- 2.5. Consultant's staff assigned to provide as-needed services for the City must:
  - 2.5.1. Possess strong background in using full ESRI ArcGIS suite of products; knowledge and skills in using VertiGIS Studio software applications and Python programming tools.
  - 2.5.2. Have technical proficiency in GIS analysis; data management and maintenance; integration, and cartographic representation of spatial data sets and tabular source material.
  - 2.5.3. Be capable of providing GIS technical support for all municipal departments (Public Works, Finance, Public Utilities, Public Safety, Economic Development, Information Technology, etc.).
  - 2.5.4. Have the capability for innovative deployment of GIS solutions to users within the various City departments, Boards & Commissions, and for public access.
  - 2.5.5. Have knowledge of current GIS and spatial data management methods, tools, and innovations.
  - 2.5.6. Have knowledge of public and private data sources, geographic data and metadata, federal and state spatial data policies and guidelines.
  - 2.5.7. Assist in the development and implementation of the City's GIS project plans and budgets.

### **3. WORK PLAN INITIATIVES**

- 3.1. Consultant acknowledges that Consultant is one of two firms selected to provide as-needed GIS professional services. The City will engage the Consultant exclusively for special projects and will issue task orders at its discretion for such work.
- 3.2. Consultant will not be utilized for operational activities, unless explicitly requested by the City. Operational activities refer to ongoing, day-to-day activities that do not fall under special projects.

### **4. WORK AUTHORIZATION PROCESS FOR SPECIAL PROJECTS**

- 4.1. For projects outside of GIS system management and assistance (operational activities) the City will issue a task order (Exhibit D) to Consultant. No work shall begin on these projects without an Approved Task Order.
- 4.2. Task Order Authorization
  - 4.2.1. Task Orders shall be issued in substantially the same format as Exhibit D. Each Task Order shall describe the work and deliverables the Consultant must provide, the time limit within the Consultant must complete the work and deliverables, the completion acceptance criteria, and the compensation total for the work.
  - 4.2.2. Subject to the terms and conditions of this Agreement Consultant and City will negotiate the specific scope and requirements of each Task Order. Upon execution by the Parties, the Task Order shall become an Approved Task Order.
  - 4.2.3. Only the City's IT Project Manager or Director of IT may, on behalf of the City, execute a Task Order.
  - 4.2.4. Consultant shall not begin work and the City will not compensate the Consultant until the City has executed the Task Order for such work where applicable ("Approved Task Order").
  - 4.2.5. An Approved Task Order must be consistent with – and cannot alter – the terms and conditions of this Agreement. The terms and conditions of this Agreement shall prevail over any and all terms and conditions contained in an Approved Task Order – even if the Approved Task Order expressly states that it is intended to control. Any conflicting terms and conditions in an Approved Task Order are invalid and unenforceable.
- 4.3. Changes to Work Authorization

Consultant shall notify the City immediately when a situation occurs that may result in a change to the total project cost specific line items in an Approved Task Order.

Consultant shall provide the reason for the change specific to each Approved Task Order.

**EXHIBIT B**  
**COMPENSATION AND FEES**

**1. MAXIMUM COMPENSATION**

- 1.1. The maximum amount payable for Services provided under this Agreement shall not exceed Two Hundred Thousand Dollars (\$200,000), during the Initial Term of the Agreement and subject to appropriation of funds. No services will be performed unless both Parties execute an Approved Task Order outlining the services requested and the compensation agreed for such services.
- 1.2. Consultant shall fully complete all work required by the Approved Task Order for no more than the maximum Task Order compensation.
- 1.3. City shall be liable for charges expressly authorized in the Approved Task Order.

**2. FEES**

- 2.1. The City will compensate the Consultant based on the hourly rates specified in Table B1.

**Table B1: Hourly Rates for Services**

<b>Role</b>	<b>Hourly Rate</b>
Senior GIS Consultant	\$235
GIS Project Manager	\$220
GIS Architect	\$165
GIS Developer	\$165
Senior GIS Analyst	\$150
GIS Administrator	\$125
GIS Analyst	\$85
GIS Technician	\$75

**2.2. Travel Expenses**

- 2.2.1. If Consultant provides onsite services at City's request, the City shall reimburse Consultant for all reasonable and customary expenses on an actual, as-incurred basis with the City's prior written approval. Reimbursements shall not exceed the City's current travel expense reimbursement policy.

**3. PRICING INITIAL TERM AND OPTION RENEWALS**

- 3.1. All rates shall be fixed for the first year of the Initial Four-year Term.

### 3.2. Price Adjustments:

- 3.2.1. Initial Term: Consultant may request annual price adjustments sixty (60) days prior to the anniversary date of each year during the Initial Term of the agreement. If a price adjustment is approved, an amendment shall be executed memorializing the changes.
- 3.2.2. Option Renewals: Consultant may request adjustments to compensation rates prior to any one-year option to renew the Agreement after the Initial Term.
- 3.2.3. Rate adjustments cannot exceed the average (based on last 12 months from date of expiration of that said term) percentage rate based on the Consumer Price Index, Urban wage Earners and Clerical Works (Current Series), Not Seasonally Adjusted, San Francisco – Oakland-San Jose, CA, provided the Department of Labor Bureau of Labor Stations.
- 3.2.4. All price adjustments require prior written approval from the City.

## 4. INVOICE REQUIREMENTS

- 4.1. Consultant shall invoice the City on a monthly basis for services provided during the previous month or in accordance with the payment scheduled specified in the Approved Task Order. Invoice must be in a format approved by the City and must include, at a minimum, the following:
  - 4.1.1. Approved Task Order Number
  - 4.1.2. Date of Service
  - 4.1.3. Project/Service Description
  - 4.1.4. Name of the Consultant staff member who performed the services
  - 4.1.5. Hourly Rate
  - 4.1.6. Number of Hours
- 4.2. City shall pay Consultant within thirty (30) days of City's receipt of an approved invoice.

## **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 subcontractor 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 indemnities may possess, including any self-insurance or self-insured retention they may have. Any other insurance indemnities 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 subcontractors, 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 subcontractors 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 subcontractor (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](mailto:ctsantaclara@ebix.com)

Or mailed to:

EBIX Inc.  
City of Santa Clara Information Technology 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.

## EXHIBIT D TASK ORDER FORM

Consultant shall not begin work on a project until a Task Order in the form below has been fully executed by the City.

This task order ("Task Order") is made pursuant to the Agreement for Service between the City of Santa Clara and (INSERT CONSULTANTS NAME HERE) ("Agreement"). This Task Order is governed by the provisions of the Agreement and is hereby incorporated into that Agreement by reference. All Services shall be using the terms and rates included in the Agreement. In the event of any inconsistency between the terms and conditions of the Task Order and the Agreement, the terms and conditions of the Agreement shall govern and control.

### PART A: GENERAL INFORMATION

<b>TASK ORDER NUMBER:</b>		<input type="checkbox"/> Original <input type="checkbox"/> First Revised <input type="checkbox"/> Second Revised <input type="checkbox"/> Other _____
<b>Contract No.</b>		
<b>Consultant Name/Address:</b>		
<b>Expiration Date of Agreement:</b>		
<b>Consultant's Project Manager:</b>	<b>Name:</b>	<b>Email:</b>
<b>City's Project Manager</b>	<b>Name:</b>	<b>Email:</b>
<b>Period of Performance for this Task Order:</b>	<b>Start Date:</b>	<b>Expected Completion Date:</b>
<b>Maximum Compensation for this Task Order</b>		
<b>Consultant Representative Name (Print)</b>		
<b>Consultant Representative Signature</b>		
<b>Consultant Representative Signature Date</b>		
<b>City Project Manager Name (Print)</b>		
<b>Authorized City Representative (Print)</b>		
<b>City Representative Signature</b>		
<b>City Representative Signature Date</b>		
* Authorized City Representatives include IT Project Manager or Director of IT		

## **PART B: SERVICES TO BE PERFORMED**

### **1. REVISED TASK ORDER**

☐ No

☐ If yes, provide a brief description of the change(s).

### **2. SCOPE OF SERVICES TO BE PERFORMED**

The Consultant shall perform the service(s) described below in accordance with all of the terms and conditions of the Agreement. (Insert a detailed Scope of Services below or attach as a separate file.)

Scope of Services and cost proposal shall meet all of the provisions of Exhibit A and Exhibit B.

### **3. COMPENSATION**

a. **Basis of Compensation:** ☐ Time & Materials ☐ Fixed Fee

b. **Payment Schedule:**

☐ Monthly ☐ Completion of Deliverable/Milestone ☐ Completion of Services

c. **Payment Terms.** See Exhibit B for payment of terms.

### **4. PROJECT MILESTONES**

**EXHIBIT E**  
**NOTICE OF EXERCISE OF OPTION TO EXTEND AGREEMENT**

<b>AGREEMENT TITLE:</b>	
<b>CONSULTANT:</b>	
<b>DATE:</b>	

Pursuant to Section \_\_\_ of the Agreement referenced above, the City of Santa Clara hereby exercises its option to extend the term under the following provisions:

<b>OPTION NO.</b>	<b># of #</b>
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**NEW OPTION TERM**

Begin date:	
End date:	

☐ **CHANGES IN RATE OF COMPENSATION**

Percentage change in CPI upon which adjustment is based:	
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Pursuant to Section \_\_\_ of the Agreement the rates of compensation are hereby adjusted as follows:

(use attachment if necessary)

<b>MAXIMUM COMPENSATION for New Option Term:</b>	
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For the option term exercised by this Notice, City shall pay Consultant an amount not to exceed the amount set forth above for Consultant's services and reimbursable expenses, if any. The undersigned signing on behalf of the City of Santa Clara hereby certifies that an unexpended appropriation is available for the term exercised by this Notice, and that funds are available as of the date of this signature.

Dated: \_\_\_\_\_

Approved as to Form: \_\_\_\_\_

\_\_\_\_\_  
GLEN R. GOOGINS  
City Attorney

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