

**AGREEMENT FOR SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
BAKER TILLY ADVISORY GROUP, LP**

PREAMBLE

This Agreement is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Baker Tilly Advisory Group, LP, a Delaware limited partnership, (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 Exhibits A1 and A2, 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 A1 – Scope of Services

Exhibit A2 – Overview of Initial Departments for Assessment

Exhibit B1 – Compensation

Exhibit B2 – Schedule of Fees

Exhibit C – Insurance Requirements

Exhibit D – Task Order Form

Exhibit E – Notice of Exercise of Option to Extend Agreement Form

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 initial term of this Agreement shall begin on December 20, 2024 and terminate on December 31, 2025.
- B. After the initial term, the City reserves the right, at its sole discretion, to extend the term of this Agreement for up to two (2) additional one-year terms through December 31, 2027 ("Option Periods"), subject to the appropriation of funds. 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 services to the City as set forth in Exhibits A1 and A2 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 Exhibits B1 (Compensation) and B2 (Fee Schedule). The maximum compensation of this Agreement is specified in 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 Contractor's expense. Contractor 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 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 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

Subject to Consultant's Knowledge (as defined below) 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 ("Deliverables") shall be the property of City but Consultant may retain and use copies thereof. Notwithstanding the foregoing, Consultant will maintain all ownership right, title and interest to all of Consultant's Knowledge. For purposes of this Agreement "Consultant's Knowledge" means Consultant's proprietary programs, modules, products, inventions, designs, data,

or other information, including all copyright, patent, trademark and other intellectual property rights related thereto, that are (1) owned or developed by Consultant prior to the Effective Date of this Agreement ("Consultant's Preexisting Knowledge") (2) developed or obtained by Consultant after the Effective Date, including during the course of providing services under this Agreement, but: (i) which are developed or obtained without using City's Confidential Information, or (ii) which City has not paid for such development; and (3) extensions, enhancements, or modifications of Consultant's Preexisting Knowledge which do not include or incorporate City's Confidential Information. To the extent that any Consultant's Knowledge is incorporated into the Deliverables, Consultant grants to City a non-exclusive, paid up, perpetual royalty-free worldwide license to use such Contractor Knowledge in connection with the Deliverables, and for no other purpose without the prior written consent of Consultant. 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 third party 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 gross negligence, willful misconduct or fraudulent

behavior of Consultant in performing the Services 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.
- D. The liability (including attorney's fees and all other costs) of either Party and its present or former partners, principals, agents or employees related to any claim for damages relating to the Services performed under this Agreement shall not exceed a multiple of three-times (3X) the fees paid to Consultant under this Agreement, except to the extent finally determined to have resulted from the gross negligence, willful misconduct or fraudulent behavior of the liable Party relating to such Services. This limitation of liability is intended to apply to the full extent allowed by law, regardless of the grounds or nature of any claim asserted, including the negligence of either party. Additionally, in no event shall either party be liable for any lost profits, lost business opportunity, lost data, consequential, special, incidental, exemplary or punitive damages, delays, interruptions or viruses arising out of or related to this Agreement even if the other party has been advised of the possibility of such damages.

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: Human Resources Department
1500 Warburton Avenue
Santa Clara, CA 95050
and by e-mail at aazevedo@santaclaraca.gov

And to Consultant addressed as follows:

Baker Tilly Advisory Group, LLC
Attention: Caitlin Humrickhouse
205 Michigan Ave
Chicago, IL 60601
and by e-mail at caitlin.humrickhouse@bakertilly.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.

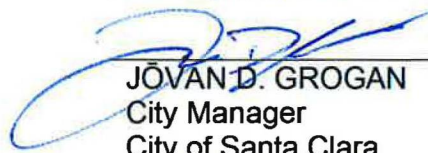
The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form:

Dated: 11/13/25


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"

BAKER TILLY ADVISORY GROUP, LP
a Delaware limited partnership

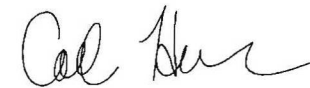
Dated: 12/18/2024
By (Signature): 
Name: Caitlin Humrickhouse
Title: Principal
Principal Place of Business Address: 205 N. Michigan Avenue
Chicago, IL 60601
Email Address: caitlin.humrickhouse@bakertilly.com
Telephone: (312) 729-8098
Fax: N/A
"CONSULTANT"

EXHIBIT A1 SCOPE OF SERVICES

The following Scope of Services defines the services and responsibilities of Consultant and City for professional services to evaluate staffing levels, job roles, and duties assess the organization of the City Manager's Office, Silicon Valley Power, and the Department of Public Works. Additional organizational assessments may be required for other City departments.

The Scope of Services, including Exhibits A1, A2, and Consultant's proposal response dated April 5, 2024 provide context, supplemental information, and are incorporated by reference to the extent not inconsistent with the Agreement.

1. GENERAL

- 1.1. The organizational assessments shall include:
 - 1.1.1. current roles and responsibilities and staffing complements for the City Manager's Office,
 - 1.1.2. current roles and responsibilities and staffing complements for Silicon Valley Power;
 - 1.1.3. current roles and responsibilities and staffing complements for the Department of Public Works; and
 - 1.1.4. other departments as determined by the City Manager.
- 1.2. Consultant shall provide services for other potential studies as required by the City Manager's Office.
- 1.3. The City Manager's Office is the final approver for all work provided under this agreement and shall be part of all project kick off meetings, deliverable reviews, and any other pertinent project meetings.

2. SCOPE DETAILS FOR ORGANIZATIONAL AND STAFFING REVIEWS

Consultant shall provide the following services:

- 2.1. Organizational Analysis
 - 2.1.1. Conduct an examination of the organizational structure of the City Manager's Office, which includes the Mayor & Council and City Clerk's Office, as well as Silicon Valley Power, the Department of Public Works, and other City departments as needed.
 - 2.1.2. Assess the functional assignments and human resources required to perform current duties in each Office and Department;

- 2.1.3. Interview staff members in the City Manager's Office, Silicon Valley Power, the Department of Public Works to understand their roles and responsibilities; and
- 2.1.4. Assess administrative strengths and opportunities.
- 2.2. Operational Analysis
 - 2.2.1. Review each Office's operational functions and workflow process;
 - 2.2.2. Analyze reporting relationships to ensure adequate span of control; and
 - 2.2.3. Analyze staffing levels based on current and projected workloads.
- 2.3. Recommendations Based on Findings
 - 2.3.1. Identify and recommend best practices, supervisory to staffing ratios, and organizational needs;
 - 2.3.2. Recommend an optimal model and staff levels as appropriate for each function; and
 - 2.3.3. Identify an optimal organizational structure and appropriate staffing levels for each function.
- 2.4. Upcoming Organizational Structure and Process Review
 - 2.4.1. The City may have other reviews of certain organizational structures or processes upcoming and requests an hourly rate for potential future projects.
- 2.5. Deliverables

At the conclusion of an operational and organizational review Consultant shall:

 - 2.5.1. Provide a summary of findings that effectively summarizes and communicates the information analyzed;
 - 2.5.2. Identify key issues and opportunities;
 - 2.5.3. Formulate recommendations for the City Manager's Office, Mayor & Council Office, City Clerk's Office, Community Development Department, and Park and Recreation Department; and
 - 2.5.4. Create two optimal organizational charts: one for the City Manager's Office, and one for the City Manager to Department Head organizational chart.
- 2.6. As-Needed Services
 - 2.6.1. The City may request additional work products and studies at a later time.

3. ASSIGNING WORK AND COORDINATION WITH CITY MANAGER'S OFFICE AND CITY DEPARTMENTS

- 3.1. The City Manager's Office (CMO) is the final approver for all Task Orders, Deliverables, and any other final approvals that arise during the project. The City Manager's Office and City Departments will work in collaboration on each project.
- 3.2. Consultant shall coordinate all project kickoff meetings with the CMO.
- 3.3. Prior to deliverable completion Consultant shall schedule a meeting with the CMO for review and approval of deliverable.
- 3.4. Consultant acknowledges that Consultant is one of multiple firms selected to provide the services outlined in this Agreement. The City reserves the right in its sole discretion to determine which firm's qualifications, experience, available resources, ability to perform according to the required schedule, and hourly rates/fee best suit each project.
- 3.5. In addition, the City reserves the right to issue a mini-Request for Qualifications or mini-Request for Proposal (mini-RFQ or mini-RFP) prior to task order award. The mini-RFQ or mini-RFP award will be made based on the evaluation factors listed in the mini-RFQ or mini-RFP.
- 3.6. A Task Order must be issued and signed by the CMO prior to a project beginning.

EXHIBIT A2 OVERVIEW OF INITIAL DEPARTMENTS FOR ASSESSMENT

The City has identified the following departments as a priority for assessment but the City reserves the right to change this priority and have a different department assessed prior. In addition, projects will be assigned based on process identified in Exhibit A1 (Scope of Services).

1. CITY MANAGER'S OFFICE OVERVIEW

- 1.1. As a Council/Manager form of government, the City Manager is the Chief Executive Officer and head of the administrative branch of City government, as prescribed by the City Charter.
- 1.2. The City Manager's Office is responsible for providing strategic direction and support to all City departments for day-to-day operations and planning, as well as support to the City Council on policymaking. In addition to the oversight of City Departments, the City Manager oversees Silicon Valley Power, the City's electric utility, and the Santa Clara Convention Center, as well as serves as the Executive Director for the Santa Clara Stadium Authority. The City Manager's Office by extension includes offices such as the Mayor & Council Office and the City Clerk's Office.
- 1.3. The City Manager's Office has a corporate structure, in which City Departmental heads report to the City Manager's Office through Assistant City Managers.
- 1.4. More information on the City Manager's Office can be found starting on page 361 of the Fiscal Year (FY) 2023/24 and FY 2024/25 Adopted Operating Budget, located here:
santaclaraca.gov/home/showpublisheddocument/81751/638309975531200000
- 1.5. Mayor & Council Office
 - 1.5.1. As an extension of the City Manager's Office, the Mayor & Council Office supports the City Manager's Office on items that support the City Council. The City Council is a body of six Councilmembers and one Mayor, all elected to four-year terms.
 - 1.5.2. More information on the Mayor & Council Office can be found starting on page 313 of the FY 2023/24 and FY 2024/25 Adopted Operating Budget, located here:
santaclaraca.gov/home/showpublisheddocument/81751/638309975531200000
- 1.6. City Clerk's Office

- 1.6.1. The City Clerk's Office works hand-in-hand with the City Manager's Office, overseeing daily operations of the City Clerk's Office, processing the agendas for and attending all meetings of the Council and Authorities Concurrent and Stadium Authority meetings, maintaining accurate and up-to-date records of these meetings and making the records available for public inspection.
 - 1.6.2. Additionally, the City Clerk's Office manages and compiles City records in accordance with the Records Retention Schedule and in response to Public Records Act requests, and administers campaign and disclosure laws and programs.
 - 1.6.3. More information on the City Clerk's Office can be found starting on page 342 of the FY 2023/24 and FY 2024/25 Adopted Operating Budget, located here:
santaclaraca.gov/home/showpublisheddocument/81751/638309975531200000
- 1.7. The City Manager's Office includes a Non-Departmental component as well. Staff budgeted here work on citywide strategic planning initiatives and stadium operations.
- 1.7.1. More information on the Non-Departmental staff can be found starting on page 633 of the FY 2023/24 and FY 2024/25 Adopted Operating Budget, located here:
santaclaraca.gov/home/showpublisheddocument/81751/638309975531200000

2. SILICON VALLEY POWER OVERVIEW

- 2.1. Since 1896, Silicon Valley Power (SVP) has provided electricity for residents and businesses in Santa Clara. SVP has a budgeted staff of 222 employees who provide diverse services such as operating, maintaining and dispatching electric service including power plants, substations, transmission and distribution lines, engineering, system planning, administrative and financial management, marketing, customer services, power trading, outdoor Wi-Fi services, and dark fiber leasing services. All of these critical services work together to make SVP successful for the City and its businesses and residents.
- 2.2. Functionally, SVP is organized into four Divisions: Administrative & Business Services, Customer Development and Project Management, Resource Planning and Engagement, and Utility Operations. For budget tracking purposes, SVP has one additional division, Revenue and Resources. Beginning in FY 2023/24, the Administrative Services and the Business Services Divisions were combined into one division to better reflect the organizational structure.

- 2.3. More information on Silicon Valley Power can be found starting on page 403 of the FY 2023/24 and FY 2024/25 Adopted Operating Budget, located here: santaclaraca.gov/home/showpublisheddocument/81751/638309975531200000

3. DEPARTMENT OF PUBLIC WORKS OVERVIEW

- 3.1. The Department of Public Works (DPW) constructs, maintains and improves various components of the City's infrastructure and provides quality, cost-effective, timely services to the residents and businesses of Santa Clara.
- 3.2. DPW is responsible for a wide variety of programs throughout the City which include design, construction management, stormwater pollution prevention, inspection and maintenance of City streets, bridges, traffic signal systems, building facilities, street trees, landscaping, sidewalks, and the closed landfill. These responsibilities include the engineering aspects of the sanitary sewer system, which is maintained by the Water and Sewer Utilities Department, and maintenance of storm drain pipelines and trash racks for pump stations which are maintained and operated by the Water and Sewer Utilities Department. DPW also oversees the coordination and management support for the Convention Center Maintenance District, manages solid waste contracts and oversees the procurement and maintenance of the City's fleet of vehicles and equipment.
- 3.3. DPW's focus areas include Engineering Services and Operations and Maintenance. Engineering is comprised of five divisions: Administration, Traffic, Design, Land and Property Development, and Field Services. Operations and Maintenance is comprised of three divisions: Facility Services, Streets, and Fleet Management. The Streets Division is further subdivided to operate in the following areas: Administration, Traffic Maintenance, Street Maintenance (streets and storm drains), Environmental Programs, Solid Waste, Landscape, and Code Enforcement. The Facility Services Division manages the Convention Center Maintenance District, the Street Division manages the Downtown Parking Maintenance District, and the Fleet Management Division manages the Vehicle Replacement and Fleet Operations Funds.
- 3.4. More information on the Department of Public Works can be found starting on page 573 of the FY 2023/24 and FY 2024/25 Adopted Operating Budget, located here: santaclaraca.gov/home/showpublisheddocument/81751/638309975531200000

EXHIBIT B1 COMPENSATION

1. MAXIMUM COMPENSATION

- 1.1. The maximum amount payable for all services provided under this Agreement shall not exceed **Two Hundred Fifty Thousand Dollars (\$250,000)**, during the Initial Term of the Agreement.
- 1.2. No services will be performed unless both Parties execute an Approved Task Order outlining the services requested and compensation agreed for such services.
- 1.3. Consultant shall fully complete all work required by the Approved Task Order for no more than the maximum task order compensation.
- 1.4. City shall be liable for charges expressly authorized in the Approved Task Order.

2. FEES

- 2.1. All hourly rates/fees are fixed for the Initial Term of the Agreement
- 2.2. The hourly rates for Consultant's Personnel and fees are listed in Exhibit B2 herein.

3. PRICING AND OPTIONAL RENEWALS

- 3.1. Pricing is fixed for the Initial Term of the Agreement. During this period the price may not change.
- 3.2. Price adjustments may be requested prior to any one-year option to renew the agreement after the initial term. Price increase requests must be tied to CPI, PPI, or relevant industry specific index. Price adjustments are subject to City's approval.

4. INVOICING REQUIREMENTS

- 4.1. Consultant shall render invoices in accordance with fees, payment scheduled and other terms and conditions specified in the applicable Approved Task Order.
- 4.2. City shall pay Consultant within thirty (30) days of City's receipt of an approved invoice.

**EXHIBIT B2
FEES**

The following identifies the fees and hourly rates pursuant to this agreement. Any Approved Task Order shall be aligned with the fees and hourly rates specified herein.

IDENTIFIED DEPARTMENT ASSESSMENTS	
Service	Fee
<u>City Manager's Office Assessment</u>	
Phase 1: Project Planning and Management	\$13,500
Phase 2: Assessment of Current Operations	\$39,500
Phase 3: Future State Analysis and Reporting	\$29,000
Travel	\$10,000
Total for City Manager's Office Assessment	\$92,000
<u>Silicon Valley Power Assessment</u>	
Phase 1: Project Planning and Management	\$13,800
Phase 2: Assessment of Current Operations	\$58,200
Phase 3: Future State Analysis and Reporting	\$40,700
Travel	\$10,300
Total for Silicon Valley Power Assessment	\$123,000
<u>Public Works Assessment</u>	
Phase 1: Project Planning and Management	\$11,800
Phase 2: Assessment of Current Operations	\$50,400
Phase 3: Future State Analysis and Reporting	\$27,000
Travel	\$10,300
Total for Public Works Assessment	\$99,500
STANDARD HOURLY RATES	
Staff Level	Hourly Rate
Partner/Director	\$575
Managing Director/Director	\$475
Senior Manager	\$385
Manager	\$295
Special Advisor	\$230
Senior Consultant	\$230
Staff Level	\$185
Administration	\$125

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

Or mailed to:

EBIX Inc.
City of Santa Clara Human Resources
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**

Cover Page

1.	Approved Task Order No.:		
2.	Consultant's Name:		
3.	Project Name:		
4.	Project Location:		
5.	The Consultant and the City will implement this Approved Task Order in accordance with the executed Agreement, this cover page and Attachments "A" (Tasks), "B" (Project Staffing), and "C" (Compensation Table), which are incorporated herein by references.		
6.	Budget/Fiscal:		
	a. Previously Approved Compensation for Task Orders XX-XX:	\$	
	b. Maximum Task Order Compensation for this Approved Task Order:	\$	
	c. Total Approved Compensation for Task Orders (XX-XX) (6.a + 6.b):	\$	
7.	Department Director Approval:	_____	Date: _____
8.	Consultant Approval:	_____	Date: _____
9.	City Manager Approval:	_____	Date: _____

ATTACHMENT A: TASKS

The Consultant shall provide the services and deliverables set forth in this **Attachment A**. The Consultant shall provide all services and deliverables required by this **Attachment A** to the satisfaction of the City's contract administrator.

General Description of Project for which Consultant will Provide Services:

Task No. 1:

Consultant will complete the tasks below including Consultant attendance at one meeting with City staff.

A. Services:

B. Deliverable:

C. Completion Time: The Consultant must complete the services and deliverables for this task in accordance with whichever one of the following time is marked:

- ☐ On or before the following date:
☐ On or before ____ Business Days from

Task No. 2:

Consultant will complete the subtasks outlined below.

A. Services:

B. Deliverable:

C. Completion Time: The Consultant must complete the services and deliverables for this task in accordance with whichever one of the following time is marked:

- ☐ On or before the following date:
☐ On or before ____ Business Days from

ATTACHMENT B: STAFFING

1. **City's Contract Manager:** The City's contract manager for this Approved Task Order is:

Name:	Phone No.:
Department:	E-mail:
Address:	

2. **Consultant's Contract Manager and Other Staffing:** Identified below are the following: (a) the Consultant's contract manager for this Approved Task Order, and (b) the Consultant(s) and/or employee(s) of the Consultant who will be principally responsible for providing the services and deliverables. ***If an individual identified below does not have a current Form 700 on file with the City Clerk for a separate agreement with the City, and is required to file a Form 700, the Consultant must submit the required Form 700 in accordance with California Political Reform Act (Government Code Section 81000 et seq.).***

<u>Consultant's Contract Manager</u>		<u>Required to File Form 700?</u>		
		Yes Already Filed (Date Filed)	Yes Need to File	No
Name:	Phone No.:	X (01/09/19)		
Address:	E-mail:			
<u>Other Staffing</u>				
<u>Name:</u>	<u>Assignment:</u>			
1.				
2.				

Consultant:
Task Order No.:

3. **Subconsultants:** Whichever of the following is marked applies to this Approved Task Order:

☐

The Consultant cannot use any subconsultants.

☒

The Consultant can use the following subconsultants to assist in providing the required services and deliverables:

<u>Subconsultant's Name</u>	<u>Area of Work</u>
1.	
2.	
3.	

Consultant:
Task Order No.:

ATTACHMENT C: COMPENSATION TABLE

The City will compensate the Consultant for providing the services and deliverables set forth in **Attachment A** in accordance this Compensation Table.

Part 1 – Compensation for Services and Deliverables						
Column 1	Column 2		Column 3			Column 4
Task Nos. from Attachment A	Basis of Compensation		Invoice Period			Compensation
1	☐ Time & Materials	☐ Fixed Fee	☐ Monthly	☐ Completion of Task(s)	☐ Completion of Work	\$
2	☐ Time & Materials	☐ Fixed Fee	☐ Monthly	☐ Completion of Task(s)	☐ Completion of Work	\$
3	☐ Time & Materials	☐ Fixed Fee	☐ Monthly	☐ Completion of Task(s)	☐ Completion of Work	\$
4	☐ Time & Materials	☐ Fixed Fee	☐ Monthly	☐ Completion of Task(s)	☐ Completion of Work	\$
Part 2 – Reimbursable Expenses						
☐ No expenses are separately reimbursable. The amount(s) in Column 4 of Part 1 include(s) payment for all expenses.			☐ Expenses are separately reimbursable in the maximum amount of:			\$
Part 3 – Subconsultant Costs						
☐ Subconsultant costs are <i>not</i> separately compensable. The amount(s) in Column 4 of Part 1 include(s) subconsultant costs.			☐ Subconsultant costs are separately compensable in the maximum amount of:			\$
Maximum Task Order Compensation (sum of Parts 1 through 3):						\$

EXHIBIT E
NOTICE OF EXERCISE OF OPTION TO EXTEND AGREEMENT

AGREEMENT TITLE:	
CONSULTANT:	
DATE:	

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:

OPTION NO.	# of #
-------------------	---------------

NEW OPTION TERM

Begin date:	
End date:	

☐ **CHANGES IN RATE OF COMPENSATION**

Percentage change in CPI upon which adjustment is based:	
--	--

Pursuant to Section ___ of the Agreement the rates of compensation are hereby adjusted as follows:
(use attachment if necessary)

MAXIMUM COMPENSATION for New Option Term:	
--	--

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

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

Search

Insured

Insured Name

Baker Tilly US, LLP & Baker Tilly Advisory



Baker Tilly US, LLP & Baker Tilly

Active Records Only

Advance Search

Insured Tasks

Admin Tools

View



Insured



Notes



History



Deficiencies



Coverages



Requirements



Contract Screen

Add

Edit

Help

Video Tutorials

Name: Baker Tilly US, LLP & Baker Tilly Advisory Group,

Account Number: S200005491

Address: P.O. Box 7398, 4807 Innovate Lane, Madison, WI, 53707-7398

Status: Compliant with Waived Deficiencies.

Insured

Business Unit(s)

Insured History

Print Insured Info

Account Information

Account Number: S200005491

Risk Type: Exhibit C6 - Professional Svc Contract(any amount)

Do Not Call:

Address Updated:

Address Information

Mailing Address

Physical Address

Insured: Baker Tilly US, LLP & Baker Tilly Advisory Group,

Address 1: P.O. Box 7398

Address 2: 4807 Innovate Lane

City:	Madison	
State:	WI	
Zip:	53707-7398	
Country:		
Contract Information		
Contract Number:		
Contract Start Date:		Contract End Date:
Contract Effective Date:		Contract Expiration Date:
Description of Services:	Professional Services for Organizational Assessments and PRA Process Assessment	Safety Form II:
Contact Information		
Contact Name:	Jeri Beckstedt	Misc:
Phone Number:		Alt Phone Number:
Fax Number:		
E-Mail Address:	jeri.beckstedt@bakertilly.com	
Approval Date:		
Rush:	Yes	
Contract on File:	No	
Certificate Received:	Yes	
Indemnification Agreement:	No	
Tax Id:		

This Account created by d69 on 09/17/2024.