

**AGREEMENT FOR SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
FLYNN RESOURCE CONSULTANTS, INC.**

PREAMBLE

This Agreement is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Flynn Resource Consultants, 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 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 B – Schedule of Fees

Exhibit C – Insurance Requirements

Exhibit D - 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 term of this Agreement shall begin on May 1, 2021 and expire on April 30, 2026 (Initial Term).
- B. After the Initial Term, the City reserves the right, at its sole discretion, to extend the term of this Agreement for up to five (5) additional one-year terms through April 30, 2031 ("Option Periods"). City shall provide Consultant with no less than thirty (30) days prior written notice of its intention to exercise its option to extend the term of this Agreement. See Exhibit D for Notice of Exercise of Option to Extend Agreement Form.

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 B, entitled "SCHEDULE OF FEES AND PAYMENT PROVISIONS." The maximum compensation of this Agreement during the Initial Term is Five Million Dollars (\$5,000,000), 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 CONTRACTOR

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: Silicon Valley Power
1500 Warburton Avenue
Santa Clara, CA 95050
svpcontracts@santaclaraca.gov, jcoleman@santaclaraca.gov, and
manager@santaclaraca.gov

And to Consultant addressed as follows:

Flynn Resource Consultants, Inc.
Attention: Doug Boccignone
5440 Edgeview Drive
Discovery Bay, CA 94505
Phone: 888-634-7509
Email: dougbocc@flynnrci.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: _____

BRIAN DOYLE
City Attorney

DEANNA J. SANTANA
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

FLYNN RESOURCE CONSULTANTS, INC.

A California Corporation

Dated: _____

By (Signature): _____

Name: Doug Boccignone

Title: President

Principal Place of Business Address: 5440 Edgeview Drive
Discovery Bay, CA 94505

Email Address: dougbocc@flynnrci.com

Telephone: 888-634-7509

Fax: _____

"CONSULTANT"

EXHIBIT A

SCOPE OF SERVICES

1. DEFINITIONS

- 1.1.** BAA- Balancing Authority Area
- 1.2.** CAISO- California Independent System Operator
- 1.3.** CEC- California Energy Commission
- 1.4.** CMUA- California Municipal Utilities Association
- 1.5.** COTP- California Oregon Transmission Project
- 1.6.** CPCN- Certificate of Public Convenience and Necessity
- 1.7.** CPUC- California Public Utilities Commission
- 1.8.** CRR- Congestion Revenue Rights
- 1.9.** CTPG - California Transmission Planning Group
- 1.10.** FERC- Federal Energy Regulatory Commission
- 1.11.** GWh- Gigawatt-hours
- 1.12.** IA- Interconnection Agreement
- 1.13.** IBAA- Integrated Balancing Authority Area
- 1.14.** IOU- Investor Owned Utility
- 1.15.** LMP- Locational Marginal Price
- 1.16.** LSE- Load Serving Entity
- 1.17.** Kv- Kilovolt
- 1.18.** MRTU- Market Redesign and Technology Upgrade
- 1.19.** MSS- Metered Subsystem
- 1.20.** MSSA- Metered Subsystem Aggregator
- 1.21.** MW- Megawatt
- 1.22.** NCPA- Northern California Power Agency
- 1.23.** NERC- North American Electric Reliability Corporation
- 1.24.** PG&E- Pacific Gas & Electric Company
- 1.25.** RETI- Renewable Energy Transmission Initiative
- 1.26.** SNCL- SVP/Santa Clara
- 1.27.** SOQ- Statement of Qualifications
- 1.28.** SVP – Silicon Valley Power
- 1.29.** WAPA- Western Area Power Administration

1.30. WECC- Western Electricity Coordinating Council

2. GENERAL

- 2.1.** The Consultant shall provide as-needed transmission system analysis, and other engineering and administrative consultant services.
- 2.2.** The required services shall include, but not be limited to, the following.
 - 2.2.1.** Planning and analysis of SVP's transmission and distribution systems, and PG&E's transmission and distribution systems in the South Bay planning region;
 - 2.2.2.** Development, performance, and review of transmission and interconnection studies (including system impact and facilities studies);
 - 2.2.3.** Performing studies of CAISO generation project clusters;
 - 2.2.4.** Analysis of the NERC and WECC reliability standards that apply to SVP, including supporting SVP's compliance activities with such standards;
 - 2.2.5.** Assisting SVP staff with CRR analysis and evaluation, and actively monitoring and participating in CRR allocation, auction markets, and processes;
 - 2.2.6.** Assisting SVP staff in reviewing, analyzing and providing comments on various CAISO market initiatives;
 - 2.2.7.** Supporting SVP staff in evaluating, negotiating and administering MSS/MSSA agreement provisions;
 - 2.2.8.** Supporting SVP staff in the evaluation, negotiation and the administration of PG&E agreement provisions;
 - 2.2.9.** Following proposed generation, transmission and storage projects within the CAISO BAA (and its neighboring BAAs) to ensure only the most economical, necessary and effective projects are adopted (where this effort involves interfacing with the CAISO, the CEC, the CPUC and IOUs in California); and
 - 2.2.10.** Providing litigation support, as necessary.
- 2.3.** It is expected that Consultant shall perform the required services at their own location (offsite). However, Consultant may be required to attend onsite meetings at the offices of City, CAISO, CEC, CPUC, and/or PG&E, upon request from the City.
- 2.4.** The Consultant will be required to obtain digital certificates from the CAISO in order to access the CAISO's CRR, Transmission Planning, Full Network Model and other relevant applications/user interfaces.

3. SERVICE AREAS

Consultant shall assist SVP staff in the following areas.

- 3.1.** Electric system enhancement/expansion planning, including but not limited to:
 - 3.1.1.** Definition and documentation of system planning and operational criteria;
 - 3.1.2.** Review and performance of system planning studies including, but not limited to load flows, short circuit studies, voltage and stability analysis, and reactive power requirements;
 - 3.1.3.** Identification of projects and alternatives necessary to meet required planning criteria;
 - 3.1.4.** Support of SVP activities in the CAISO Transmission Planning Process and other transmission planning activities, including request window issues and generation cluster studies; and
 - 3.1.5.** Operations planning with both short- and long-term horizons.
- 3.2.** Substation and transmission line project conceptual development and feasibility tasks, to include but not be limited to:
 - 3.2.1.** Preliminary engineering and project scope definition including permitting requirements, land requirements, and construction requirements;
 - 3.2.2.** Development of cost estimates of substation and/or transmission line projects;
 - 3.2.3.** Development of schedules for prioritized projects;
 - 3.2.4.** Analyzing potential additions to the CAISO generation or transmission system that will increase reliability, decrease transmission costs, and/or increase SVP's ability to meet its local capacity/deliverability obligations;
 - 3.2.5.** Studying financial impacts of proposed generation and transmission projects to the CAISO grid;
 - 3.2.6.** Working with SVP, CAISO, and PG&E on transmission system impact and facilities studies; and
 - 3.2.7.** Assisting SVP staff in the development and implementation of transmission or generation projects.
- 3.3.** Compliance with NERC/WECC reliability standards, to include but not be limited to:
 - 3.3.1.** Understanding which reliability standards apply to SVP;
 - 3.3.2.** Assisting SVP in reviewing and improving/updating its reliability standard compliance programs;

- 3.9.** Follow CPUC and CEC transmission matters considering potential effects on SVP's electric system and provide recommendations regarding:
 - 3.9.1.** Integrated Energy Policy Reports;
 - 3.9.2.** Resource Adequacy issues;
 - 3.9.3.** Renewable Portfolio Standard issues;
 - 3.9.4.** Long Term Procurement issues;
 - 3.9.5.** Follow approval process of CPCN filings and other related documents for new transmission lines; and
 - 3.9.6.** RETI 2.0.

4. AUTHORIZATION OF WORK

- 4.1.** For the services described in Sections 3.1 and 3.2 above, Consultant shall not initiate work without written authorization.
 - 4.1.1.** Electric system enhancement/expansion planning
 - 4.1.2.** Substation and transmission line project conceptual development and feasibility tasks
- 4.2.** Upon request of the City, Contractor shall provide a written quote for the requested services. Each quote shall include the following information:
 - 4.2.1.** Specific project requirements
 - 4.2.2.** Estimated cost for the project and maximum compensation, if different from estimated cost.
 - 4.2.3.** Hourly rates for all personnel to be used during the project.
 - 4.2.4.** Project schedule, if required.
- 4.3.** The City shall review the quote and, if there are no issues or concerns, approve the quote and provide written authorization for Consultant to begin work.
- 4.4.** Written authorization may only be provided by a Division Manager, Senior Division Manager, Assistant Director of the Electric Utility, Electric Utility Chief Operating Officer, or Chief Electric Utility Officer (e-mail is acceptable).
- 4.5.** Authorization of Services Without a Quote
 - 4.5.1.** It is the City's policy to receive and review quotes prior to the authorization of services. Notwithstanding, the City recognizes that there will be occasions where it is not practical for Consultant to provide a quote prior to the commencement of work.
 - 4.5.2.** When it is not practical for Consultant to provide a quote prior to the commencement of work, City may provide written authorization for Consultant to begin work (e-mail is acceptable). Authorization for services without a quote may only be provided by an Assistant

Director Electric Utility, Chief Electric Utility Operating Officer, or Chief Electric Utility Officer.

4.5.3. Consultant shall send a quote to the City for the approved services as soon as possible, but no later than within five (5) business days of starting work. The quote shall be detailed and shall also include any completed work.

4.5.4. The following services may be authorized by the City prior to receiving a quote from Consultant.

4.5.4.1. The services described in Sections 3.3 through 3.9 above; and

4.5.4.2. Other services to be determined on a case by case basis.

4.5.5. For all services authorized without a quote, Consultant shall submit reports on the approved services in accordance with the requirements of the Project Tracking section below.

4.6. Changes and Updates

4.6.1. Consultant shall notify the City immediately when a change to the project scope or schedule is needed. Consultant shall provide the reason for the change, and provide an estimated timeframe for the work to be completed.

4.6.2. If an increase in compensation is required, Consultant shall provide justification for the requested increase. If the City accepts the justification, Consultant shall provide an updated quote to the City.

4.6.3. City shall review the submitted quote and, if there are no issues, shall provide written approval.

5. PROJECT TRACKING

5.1. For the services described in Sections 3.3 through 3.9 above, Consultant shall provide monthly reports to the City. The reports shall include total hours worked during the reporting month, and total cost compared to Maximum Compensation. The monthly reports shall also include the following details, where applicable.

5.1.1. Compliance with NERC/WECC reliability standards;

5.1.2. CRR program management tasks performed;

5.1.3. CAISO MSS agreement administration tasks, and involvement in market initiatives tasks;

5.1.4. PG&E Contract Administration tasks performed;

5.1.5. Litigation support tasks performed;

5.1.6. Grid planning activities; and

- 5.1.7.** CPUC and CEC transmission matters considered, including any potential effects on SVP's electric system and any recommendations made.
- 5.2.** The monthly report shall be submitted to the City no later than the end of each month following the month services were performed.
- 5.3.** The monthly reports may be included with Consultant's submitted monthly invoices, or submitted as a separate document. However, the value of the work detailed in the report shall match the invoiced amount.

EXHIBIT B
SCHEDULE OF FEES

1. Maximum Compensation

The maximum amount of compensation to be paid to Consultant during the Initial Term shall not exceed Five Million Dollars (\$5,000,000).

2. Rates

- 2.1.** Consultant will provide services at the hourly rates listed in Table B1- Hourly Rates below.

Table B1 – Hourly Rates

Position	Hourly Rate
Principal	\$340/Hour
Managing Consultant	\$320/Hour
Senior Consultant- Power Engineer	\$310/Hour
Senior Consultant	\$280/Hour
Consultant	\$230/Hour
Associate Consultant	\$210/Hour
Analyst	\$155/Hour
Support Services	\$90/Hour

3. Reimbursable Expenses:

- 3.1.** City Requested Expenses. Outside services such as, but not limited to, outside reprographic services, materials, and equipment, will be invoiced at cost.

3.2. Travel and Per Diem:

- 3.2.1.** Unless approved in writing (e-mail acceptable) in advance, meals, lodging, and related Per Diem shall not exceed the rates outlined by United States General Services Administration (GSA)
<https://www.gsa.gov/travel-resources>
- 3.2.2.** Mileage. Personal automobile travel from portal to portal or between locations will be charged at IRS mileage rates per mile in place at the time of travel.

3.2.3. Travel Expenses. Airfare, car rental, taxi, parking, tolls, and incidental expenses will be invoiced at cost, with receipts provided for any expense. Car Rental and Airfare, if required, shall be at economy class.

3.2.4. Lodging and Meals. Lodging and meals will be charged at cost, with receipts provided for any expense.

4. Invoicing

4.1. Consultant shall submit to the City a monthly invoice, in arrears, for payment for services performed pursuant to the Agreement during the previous month.

4.2. Each invoice shall include the charges for the previous month reasonably separated by task.

5. Payment to Consultant

5.1. The City shall review the invoice submitted by Consultant, and City shall notify Consultant of any discrepancies or deficiencies in said invoice.

5.2. If the City disputes an expense in an invoice, the City may deduct the disputed expense from the payment of that invoice, provided that the City submits to the Consultant a written explanation of why the expense is being disputed.

5.3. If there are no discrepancies or deficiencies in the submitted invoice, City shall process invoice for payment.

6. Renewal Period Compensation

6.1. Pursuant to Section 2.B of the Agreement, the City reserves the right to extend the term of this Agreement for five (5) additional one-year terms ("Option Periods") for ongoing transmission system analysis and other engineering and administrative consultant services.

6.2. Consultant may request adjustments to the compensation rates no later than sixty (60) days prior to the one-year anniversary date of the Agreement, during the Initial Term and any option periods. The Consultant must demonstrate to the satisfaction of the City that a price increase is warranted. City's approval or denial of the requested compensation adjustment will be provided in writing (e-mail acceptable).

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.

In the event that the Work being performed under this Agreement involves transporting of hazardous or regulated substances, hazardous or regulated wastes and/or hazardous or regulated materials, Consultant and/or its subconsultants involved in such activities shall provide coverage with a limit of one million dollars (\$1,000,000) per accident covering transportation of such materials by the addition to the Business Auto Coverage Policy of Environmental Impairment Endorsement MCS90 or Insurance Services Office endorsement form CA 99 48, which amends the pollution exclusion in the standard Business Automobile Policy to cover pollutants that are in or upon, being transported or towed by, being loaded onto, or being unloaded from a covered auto.

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 thec. 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 subconsultants (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 mailed to:

EBIX Inc.
City of Santa Clara, Silicon Valley Power
P.O. Box 100085 – S2 or 1 Ebix Way
Duluth, GA 30096 John's Creek, GA 30097

Telephone number: 951-766-2280
Fax number: 770-325-0409
Email address: ctsantaclara@ebix.com

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
NOTICE OF EXERCISE OF OPTION TO EXTEND AGREEMENT

AGREEMENT TITLE:	
CONTRACTOR:	
DATE:	

(Date the notice is sent must be consistent with the time for exercise set forth in Agreement)

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 #
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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:	
--	--

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 Contractor an amount not to exceed the amount set forth above for Contractor'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: _____

BRIAN DOYLE
City Attorney

DEANNA J. SANTANA
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771