

EBIX Insurance No. *S200005059

**AGREEMENT FOR SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
J. POWERS RECRUITING, INC.**

PREAMBLE

This Agreement is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and J. Powers Recruiting, Inc, a California corporation, (Contractor or 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 enter into a Master Agreement for professional recruitment services as assigned to perform 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

This Agreement, including the Exhibits set forth above, contains all the agreements, representations and understandings of the Parties, and supersedes and replaces any previous agreements, representations and understandings, whether oral or written. In the event of any inconsistency between the provisions of any of the Exhibits and the Terms and Conditions, the Terms and Conditions shall govern and control.

2. TERM OF AGREEMENT

Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on September 1, 2023 and terminate on August 31, 2028. In addition, there are two, one-year options to extend the term of the agreement at the City's sole discretion, ending on August 31, 2030 if both options are exercised.

3. SCOPE OF SERVICES & PERFORMANCE SCHEDULE

This is a master agreement that provides a framework for all terms and conditions, work scope, and fees that will apply to all recruiting assignments. At such time that the Consultant is selected by the City to facilitate a specific recruitment, a purchase order will be issued to fund and authorize the work. The purchase order will include at a minimum the position that the recruitment is for, the fee and a reference to this master agreement stating that the terms, conditions services and fees attached herein are applicable to the purchase and supersede all other terms.

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." The maximum compensation of this Agreement is \$250,000 (Two Hundred and Fifty Thousand Dollars and Zero Cents) 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

- A. 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 Sub-Consultants without express written permission from City.
- B. Consultant shall be as fully responsible to City for the acts and omissions of its Sub-Consultants, and of persons either directly or indirectly employed by them, as Consultant is for the acts and omissions of persons directly employed by it.

9. NO THIRD PARTY BENEFICIARY

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

10. INDEPENDENT CONSULTANT

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

11. CONFIDENTIALITY OF MATERIAL

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

to Consultant or becomes generally known to the related industry shall be deemed confidential.

12. OWNERSHIP OF MATERIAL

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

13. RIGHT OF CITY TO INSPECT RECORDS OF CONSULTANT

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

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

14. HOLD HARMLESS/INDEMNIFICATION

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

- B. Consultant's obligation to protect, defend, indemnify, and hold harmless in full City and City's employees, shall specifically extend to any and all employment-related claims of any type brought by employees, Consultants, sub consultants 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: Human Resources Department
1500 Warburton Avenue
Santa Clara, CA 95050
and by e-mail at alancaster@santaclaraca.gov

And to Consultant addressed as follows:

Jenna Flanagan
J. POWERS RECRUITING, INC.
6120 W. 6th Street
Rio Linda, CA 95673

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.

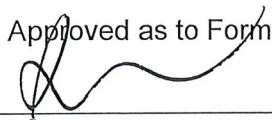
25. COUNTERPARTS

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

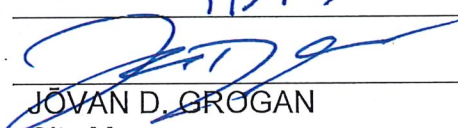
Approved as to Form:



for GLEN R. GOOGINS
CITY ATTORNEY

Dated:

9/5/23


JOVAN D. GROGAN

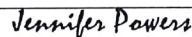
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

J POWERS RECRUITING, INC.
a California corporation

Dated: July 24, 2023 | 11:51 AM PDT
DocuSigned by:

By (Signature):



Name:

Jennifer Powers
ED298D757C4D4B1...

Title: President

Principal Place of Business Address: 1972 Del Paso Road, Suite 155, Sacramento, CA 95834

Email Address: Jennifer@JPowersInc.com

Telephone: (916) 304-6661

Fax: ()

"CONSULTANT"

EXHIBIT A SCOPE OF SERVICES

OBJECTIVE

Consultant shall facilitate Full Cycle Recruitment and Referral Based Recruitment services for the City primarily for Professional and Technical (Classified), Executive Management (Unclassified) and Management (Unclassified) positions on an as-required basis for classified, unclassified, and sworn positions on an as-required basis. The Services to be performed for the City by the Consultant under this Agreement are set forth below.

FULL CYCLE RECRUITMENT REQUIREMENTS

Task No. 1: Develop an ideal candidate profile for each classification by meeting with key decision makers, position specification development, and creation of action plan:

- 1 Consultant shall facilitate meetings with key stakeholders and drafts recruitment brochure. The draft brochure will be sent to the Human Resources Department and Department Director or designee for final approval.
- 2 Deliverables: Consultant shall analyze feedback from the stakeholder meetings and develop an "ideal candidate" profile for the position. At a minimum, Consultant is responsible for identifying and/or developing the following:
 - a) The various organizational needs, vision, mission, goals, strengths, challenges, opportunities, dynamics, culture, and staff of the governing body
 - b) Position competency requirements, i.e., knowledge, skills, and abilities
 - c) Ideal candidate's skills, experiences, and characteristic profile
 - d) Personal and professional attributes required of and priorities for the new incumbent
- 3 Conditions and challenges in achieving the priorities identified above
 - a) Scope of department input and participation in the process
 - b) Type of working relationship leadership desires with the new incumbent
 - c) Report of any concerns and issues
 - d) Advertising strategies in conjunction with a national outreach
 - e) Geographic strategies
 - f) Compensation levels
 - g) Completion timetable
- 4 Job Description: Consultant will prepare a written job description that outlines the required skills, competencies, position responsibilities, and criteria for job success. City shall route the job description to the Department Director or designee for final review and approval.

- 5 Completion Time: Consultant shall make all efforts to complete the services and deliverables for this task on or before 30 business days from execution of the purchase/task order.

Task No. 2: Consultant shall recruit and recommend candidates to the City for interview.

- 1 Services: Consultant will initiate advertising and outreach to prospective candidates to include completion of the following tasks:
 - a) Prepare a candidate profile and a professionally produced recruitment brochure for review prior to printing.
 - b) Prepare and execute a recruitment strategy coordinated with the City to identify relevant national, state, and local government and industry sources where prospective candidates are likely to be found.
 - c) Prepare and publish advertisements in appropriate newsletters, job bulletins, websites, professional magazines, industry trade journals, professional organizations, public sector newsletters, etc. The strategy will also include posting ads on appropriate social media platforms, such as LinkedIn.
 - d) Review, acknowledge, and evaluate all resumes and other supporting materials received from all candidates. All candidates should meet the minimum qualifications specific to the recruitment.
 - e) Identify the most promising candidates based on the position profile, and conduct preliminary screening interviews with those candidates.
 - f) Develop a list of targeted candidates and will encourage these candidates to apply for the position. The goal is to recruit candidates from diverse backgrounds utilizing local, regional, and statewide resources, as well as professional websites as appropriate. Consultant will present the preliminary slate of top prospects (approximately 8) to the Director for further evaluation.
- 2 When applicable for classified or sworn recruitments, the Consultant will work with the City to follow the Classified Civil Service Rules for recruiting, which may include administering and developing written examinations, performance examinations, or structured oral board examinations.
- 3 Deliverables:
 - a) Develop a final brochure for recruitment and launch search
 - b) Advertise and provide outreach to engage a diverse candidate pool
 - c) Manage the recruitment process
 - d) Present an initial slate of candidates
- 4 Completion Time: Consultant shall make all efforts to complete the services and deliverables for this task within 45 business days from the completion of all task #2 as shown above.

Task No. 3: Review and selection of final candidates

- 1 Services: Design a selection process for the finalist candidates. The Consultant shall provide the Department with interviewing and selection tips, suggest interview questions and rating forms that may be required to comply with civil service rules and provisions, and perform background and professional reference checks, as applicable.
- 2 Deliverables: Attend and facilitate the interview process including but not limited to the following actions:
 - a) Assist the Department designee in scheduling final candidates for interviews with the Director.
 - b) As directed by the Department Director or designee, and in coordination with the City's current practice, the Consultant shall conduct reference checks for the top one to three candidates for the position as directed by the Department Director or designee and obtain background checks from a licensed firm (as applicable), and in coordination with City current practice, including but not limited to credit report, driving record, academic degree confirmation, and newspaper article search.
 - c) Upon the City's final candidate selection for the position, the Consultant shall assist the City in formulating appropriate compensation and other employment arrangements for selected candidate.
 - d) The Consultant must complete the services and deliverables for this task on or before 30 business days from completion of all tasks under #2 above.
- 3 Services: Design a selection process for the finalist candidates. The Consultant shall provide the Department with interviewing and selection tips, suggest interview questions and rating forms that may be required to comply with civil service rules and provisions, and perform background and professional reference checks, as applicable.
- 4 Deliverables: Attend and facilitate the interview process including but not limited to the following actions:
 - a) Assist the Department designee in scheduling final candidates for interviews with the Director.
 - b) As directed by the Department Director or designee, and in coordination with the City's current practice, the Consultant shall conduct reference checks for the top one to three candidates for the position as directed by the Department Director or designee and obtain background checks from a licensed firm (as applicable), and in coordination with City current practice, including but not limited to credit report, driving record, academic degree confirmation, and newspaper article search.
 - c) Upon the City's final candidate selection for the position, the Consultant shall assist the City in formulating appropriate compensation and other employment arrangements for selected candidate.
 - d) The Consultant must complete the services and deliverables for this task on or before 30 business days from completion of all tasks under #2 above.

REFERRAL BASED RECRUITMENT

1. The Consultant shall advertise position to candidates and encourage candidates to apply to positions which have been designated as a referral-based recruitment. The Consultant will be compensated for services if the candidate indicates they have been referred to apply by the Consultant, competitively competes for the position, successfully passes all phases of the recruitment process, and is selected for the position.
2. The Consultant shall advertise, reach out to applicable candidate pools, and refer candidates to apply to eligible open positions.
 - a) The applicant must note in their job application the Consultant's and recruiter's name to be eligible for reimbursement.
 - b) The Consultant must also send an e-mail confirming the preferred candidate is applying for a position.
3. Completion Time: The Consultant must complete the services and deliverables for this task by the application closing period.

GUARANTEES

When a recruitment is unsuccessful the following replacement policy shall apply:

1. If the candidate placed with COMPANY voluntarily terminates their employment or is terminated for cause as explained in writing by COMPANY within 5 business days of the departure of the candidate within the 6 months of employment, the following replacement program will be followed:

# of days Candidate Employed:	What Consultant will do:
1 to 30	60 days to find a replacement, if no replacement is found, 100% of the fee credited to the City
31 to 90	60 days to find a replacement, if no replacement is found, 50% of the fee credited to the City
91 to 180	60 days to find a replacement, if no replacement is found, 25% of the fee credited to a new City

2. After 180 days and up to 5 years if the candidate placed with COMPANY voluntarily terminates their employment or is terminated for cause as explained in writing by COMPANY within 5 business days of the departure of the candidate OR if the candidate is promoted to a different role within the company, then the following replacement program will be followed:

# of days Candidate Employed:	What Consultant will do:
(181 days to 5 years after candidate start date)	A new search will be conducted – the City charged an additional fee of 90% of the original invoice

3. There is no replacement for candidates that are placed as a Replacement to the Original Candidate.
4. Refund policy for the initial 1/3 of the fee for Option A and this fee is non-refundable.
5. Replacement Voided:
 - a) The above policies shall not apply if the candidate's employment is terminated due to a layoff for any reason due to the elimination of a position, a substantial change in the job description or reporting structure, a merger & acquisition/ownership change with the company, or a change in the candidate's compensation package. JPR shall not be liable for any compensatory or other damages resulting from the employment of the candidate. The replacement policy only applies to the original candidate placed in particular - it is not valid for any subsequent candidates placed in that role.

Staffing

The following staff will be assigned to the City's account. Staff members may not change without consent from the City. Such consent shall not be unreasonably withheld.

Role/Project Assignment	Name
Owner and Manager	Jennifer Powers
National Senior Executive Recruiter	Jenna Flanagan

EXHIBIT B SCHEDULE OF FEES

Consultant shall perform all services as described in this Attachment A at a fixed price as demonstrated in the table below.

Full-Service Recruitment

1. Consultant proposes a modified retained search approach where the first 1/3 of the fee is paid at the start of the search, the second 1/3 of the fee is paid after the candidates are presented to SVP and the remainder of the fee is to be paid when a candidate verbally accepts the offer by SVP.
2. Consultant can offer a reduced amount of 27% fee of the first-year base salary for the first position placed. Each position thereafter will be reduced by 1% down to 23% (all subsequent placements for the remainder of the 1-year period will be at 23%), this is based on a multiple and exclusive search agreement. We will calculate the median salary to determine the actual retained amounts.
3. If City instructs Consultant to place advertisements in specific publications or job boards City will be invoiced as a pass-through with no additional markups.
4. If City directs Consultant to conduct specific background checks (not including reference checks), City will be billed as a pass-through with no additional markups.

Referral - Based Recruitment

1. City shall pay a reduced amount of 25% fee of the first-year base salary for the first position placed. Each position thereafter will be reduced by 1% down to 20% (all subsequent placements for the remainder of the 1-year period will be at 20%), this is based on a multiple and exclusive search agreement with Consultant. Consultant will calculate the median salary to determine the actual retained amounts.
2. If City instructs Consultant to place advertisements in specific publications or job boards City will be invoiced as a pass-through with no additional markups. If City directs Consultant to conduct specific background checks (not including reference checks), City will be billed as a pass-through with no additional markups.

EXHIBIT C INSURANCE REQUIREMENTS

Without limiting the Contractor's indemnification of the City, and prior to commencing any of the Services required under this Agreement, the Contractor 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 Contractor'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 Contractor; 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 Contractor 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 Contractor 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 Contractor 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 Contractor. 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 Contractor'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 Contractor 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 Contractor'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

Contractor and City agree as follows:

1. Contractor 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 Contractor, provide the same minimum insurance coverage required of Contractor, except as with respect to limits. Contractor 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. Contractor 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. Contractor 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 Contractor 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 Contractor 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, Contractor, 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. Contractor 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

Contractor 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, Contractor 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 Human Resources

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 Contractor 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.

Certificate Of Completion

Envelope Id: C35A551E73B644DDA0169BFA2109BEB5

Subject: Complete with DocuSign: Recruiter Firms Master Agreement J. Powers Recruiting 7-19-23.pdf

Source Envelope:

Document Pages: 18

Certificate Pages: 5

AutoNav: Enabled

EnvelopeId Stamping: Enabled

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Signatures: 1

Initials: 0

Status: Delivered

Envelope Originator:

Jennifer Powers

5908 Headquarters Dr.

Suite K200

Plano, TX 75024

jennifer@jpowersinc.com

IP Address: 73.41.245.24

Record Tracking

Status: Original

7/24/2023 11:41:04 AM

Holder: Jennifer Powers

jennifer@jpowersinc.com

Location: DocuSign

Signer Events

Jennifer Powers

jennifer@jpowersinc.com

Owner/President

J Powers Recruiting

Security Level: Email, Account Authentication
(None)

Signature

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Not Offered via DocuSign

Mark Giovannetti

MGiovannetti@SantaClaraCA.gov

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Accepted: 7/24/2023 1:58:28 PM

ID: aa30add6-1ff5-4e30-8435-cf1439659dd0

Company Name: J Powers

Sent: 7/24/2023 11:51:55 AM

Viewed: 7/24/2023 1:58:28 PM

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent

Hashed/Encrypted

7/24/2023 11:50:42 AM

Certified Delivered

Security Checked

7/24/2023 1:58:28 PM

Payment Events

Status

Timestamps

Electronic Record and Signature Disclosure

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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

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If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact J Powers:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: finance@nextlevelexchange.com

To advise J Powers of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at finance@nextlevelexchange.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

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To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to finance@nextlevelexchange.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

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To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to finance@nextlevelexchange.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

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- Until or unless you notify J Powers as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by J Powers during the course of your relationship with J Powers.

Deficiencies

Name:

J Powers Recruiting Inc

Account Number:

S206005059

Address:

6120 West 6Th Street, Rio Linda, CA, 95673

Status:

Compliant with Waived Deficiencies.

The following deficiencies are according to last validation on :08/18/2023

Deficiencies Information

Date	Policy / Coverage	Deficiency	Waived	Waiver Reason	Created By	Authorized By	Effective Date	Expiration Date
03/01/2023	Auto Liability	Auto Liability - Owned, Scheduled, Hired, & Non-Owned Autos are not properly identified.	Yes	Business Decision	jbloom		10/26/2022	10/26/2023
06/07/2023	Certificate	Cancellation Days does not meet required minimum. ** Cancellation Endorsement not provided	No					

