EBIX Insurance No. *S200003224

AGREEMENT FOR SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
TERI BLACK & CO., LLC

PREAMBLE

This Agreement is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Teri Black & Co.,LLC, 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 or about June 21, 2023 and terminate on June 20, 2028.

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 for a period of five years. 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:

Teri Black
Teri Black and Co. LLC
25500 Hawthorne Blvd., Ste. 1158
Torrance, CA 90505

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"

Teri Black & Co., LLC
a California corporation

Dated: 6-19-23

By (Signature):

Name: Teri Black

Title: President

Principal Place of Business Address: 25500 Hawthome Blvd. Ste. 1158 Torrence, CA 90505

Email Address: teri@tbcrecruiting.com

Telephone: (424) 296-3111

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. 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. Consultant shall Identify 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 on any concerns and issues
   d) Advertising strategies in conjunction with a national outreach
   e) Geographic strategies
   f) Compensation levels
   g) Completion timetable
4. 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 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 Consultant shall 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) Prepared 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 Consultant shall 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 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 City and in coordination and consistent with the City's current practice, the Consultant shall conduct reference checks for the top candidate per position as directed by the Department Director or designee and obtain background checks from a licensed firm (as applicable), consistent with City's current practice, including but not limited to credit report, driving record, academic degree confirmation, and newspaper article search.

c) Assist the City in formulating appropriate compensation and other employment arrangements for selected candidate upon the City's final candidate selection for the position.

d) Assist the City in formulating appropriate compensation and other employment arrangements for selected candidate upon the City's final candidate selection for the position.

e) Complete the services and deliverables for this task on or before 30 business days from completion of all tasks under #2 above.

3 Design a selection process for the finalist candidates and 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 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 candidate 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.

GUARANTEES

If a candidate selected and appointed by City terminates employment for any reason before the completion of the first year of service as a result of Consultant's comprehensive full executive recruitment where Consultant has conducted the background and references checks directly or has reviewed the information obtained by the City on the candidate's background and references checks, Consultant will provide the City with the necessary services required to secure a replacement. Depending on the nature of the departure, professional consulting services will be provided at no charge or at a discounted rate of 25-50% of the original fee. If a candidate is terminated for cause or deemed to be a poor fit for our Client, professional services are rendered at no charge. Expenses will be reimbursed by the City, in either case.

Staffing

Key staff members that will be assigned to City's recruitment efforts include:

Staff Member Name	Staff Member Title
Teri Black	President
Monica Irons	Hiring & Special Projects Manager
Suzanne Mason	Senior Recruiter
Cindi Mauldin	Special Projects Manager
Tina White	Senior Recruiter
Tracey Carlson	Director of Client & Candidate Care

EXHIBIT B
SCHEDULE OF FEES

Recruitment Type	Price Range for* Professional Fees per Recruitment	Reimbursable Expense Range per Recruitment
Executive/Senior-level management	$20,000 - $30,000	$8,500 - $12,000 Included in professional fee
Mid-management & other	$19,500 - $23,000	$8,500 - $12,000
Partial recruitments (completion of Tasks No. 1 & No. 2 only as described in Exhibit A)	$14,000 - $17,000	$6,500 - $9,000
Additional Placements (within an active recruitment)	$4,000 - $6,000 per placement	Included in professional fee
Targeted recruitment/placement	$5,000 - $10,000	Included in professional fee

*The above prices are guaranteed through December 31, 2027. Requests for annual price increase(s) may be requested by Consultant thereafter and are subject to approval by the City.

1. Professional Fees for comprehensive recruitments for complete scope of work outlined in Exhibit A include conference calls/Zoom meetings/on-site visits for the purposes of gathering stakeholder feedback on candidate profiles, briefing client on results of each recruitment, facilitating the equivalent of one day of panel interviews, assisting the client with selection deliberations and conducting background and reference checks on the top candidate for each search.

2. Reimbursable expenses shall not to exceed the amounts listed above and will reimbursed at cost (no markup) and include advertising, brochure design and reproduction, administrative support, report supplies, printing/copying, postage and delivery charges, background investigation (top candidate per search), as well as recruiter's travel related to client meetings and interviews (if permitted pending pandemic limitations). Marketing and advertising costs typically encompass about 65-75 percent of the expense budget. Consultant shall show receipts to support costs if requested by the City.

3. Professional fees and expenses shall be invoiced as follows:
   a) One third of the professional fees shall be invoiced after the completion of tasks one and two above, respectively.
   b) The remaining balance shall be paid upon the completion of task three.
   c) Reimbursable expenses incurred by Consultant during each task shall be invoiced upon completion of the task as described above.
   d) Expenses are billed at their actual level and may not be marked-up or inflated with additional fees.

4. The final price for each recruitment shall be negotiated at the time a recruitment is identified and is dependent on a variety of factors including internal/external stakeholder outreach and engagement required.

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

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 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 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.

Deficiencies

Name:	Teri Black & Company, L.L.C.
Account Number:	S200003224
Address:	3501 Torrance Boulevard, Suite 209, Torrance, CA, USA, 90503
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
06/21/2023	72SBAIB3098	General Liability	General Liability - Missing Required Additional Insured Endorsement * *We need all pages of Additional Insured Endorsement in order to accept.	Yes	Business Decision	gmark			
06/21/2023	72SBAIB3098	General Liability	General Liability - We are not properly named as an Additional Insured.	Yes	Business Decision	gmark			
10/22/2019	UDC1495849EO19	Professional Liability	Professional Liability - Expired Coverage.	Yes	Business Decision	gmark			

BLUE ROUTE SHEET - CITY MANAGER REVIEW/APPROVAL REQUIRED

Originating Department (OD): Electric **Date Submitted:** 8/25/2023 **Return To:** Ahcomb H. **Phone Ext.:** 2733

OD: FILL OUT SECTIONS #1-#7 (FRONT) AND #1-#4 (BACK) BEFORE ROUTING

(1) Document: Hasa Inc. – Agreement for Services
[NAME OF DOCUMENT AND CONTRACTOR/OTHER PARTY]

(2) Indicate signature authority:

☒ Service Agreements with a total taxable value of $250,000 or less (exclusive of taxes and shipping) over a five-year period per Ordinance 2050 (CC Action – August 30, 2022)

☐ Miscellaneous Agreements including those that allow the use of the City name; rental agreements for City-owned property; licensing or conditional use agreements; confidentiality agreements; nondisclosure agreements; and partnership, cost sharing, in-kind and service agreements with other public or private entities per Resolution 6603 (CC Action - July 13, 1999)

☐ Certificate of Acceptance for Designated Property Interests per Resolution 5600 (CC Action – May 28, 1991)

☐ Routine Police Agreements including the use of City facilities; off-duty officers; special events; hold harmless and indemnification agreements from third parties; and releases of liability per Resolution 6000 (CC Action - April 4, 1995)

☐ Other: _____

(3) Cost impact: $100,000

(4) Was this service budgeted for this fiscal year?
☒ Yes
☐ No. If no, please describe below how the department will fund this unbudgeted service and consult with department's assigned budget analyst to ensure that there is sufficient funding.

(5) Is insurance compliant?
☒ Yes, per attached EBIX printout. (Disregard #8)
☐ No, this agreement requires Risk Management review. (Complete #8)
☐ N/A (i.e. Hold Harmless Agreements, Grant Funding, Indemnification language in lieu of insurance, etc.) (Disregard #8)

(6) Is Notary needed?
☐ Yes (Please tag Notary page)
☒ No

(7) Department head originating agreement: Manuel Pineda
Manuel Pineda (Aug 25, 2023 15:15 PDT)
MANUEL PINEDA, CHIEF ELECTRIC UTILITY OFFICER

(8) **RISK MANAGEMENT**

Please describe why contract does not require EBIX approval: _____

Approved: _____ Date: _____
[RISK MANAGER]

(9) **CITY ATTORNEY'S OFFICE**

Approved as to form: _____ Date: 8/30/23
GLEN R. GOOGINS, CITY ATTORNEY/AUTHORITY COUNSEL
Assignment Number: CAO 23.0091
Reviewing Attorney's Initials: **DB**

(10) **CITY CLERK'S OFFICE**

Attached: X2 original(s) _____ copy(ies)

X Transmit the attached original / copy to contractor 1 original to dept

X Fully executed original on file in City Clerk's Office

Date Processed by Clerk's Office: 9/7 CRN

CITY MANAGER REQUIRED INFORMATION

(1) Scope of Services: [BRIEFLY SUMMARIZE THE SCOPE OF WORK/PURPOSE OF DOCUMENT]
To allow Hasa to provide and deliver Sodium Hypochlorite (12.5%) bulk chemicals to DVR per the terms and conditions in this Agreement and Request for Bids #13,2023, of the Bay Area Chemical Consortium (BACC).

(2) Term of Agreement: September 1, 2023, to June 30, 2024
[START DATE AND END DATE OF THE AGREEMENT/DOCUMENT]

(3) **VENDOR SELECTION INFORMATION:** (Please reference the Procurement Guide on the City's Intranet Site.)

Indicate Procurement Process:

☐ Sole/Single Source (Please include justification memo with this form)

☒ Purchase from other public agency or utilization of other public agency competitive process (Specify other agency competitive process or pre-negotiated contract, if applicable): Bay Area Chemical Consortium (BACC) competitive process Request for Bids (RFB) #13-2023.

☐ Selection Process: Informal Request for Quotes with an estimated total taxable value greater than $15,000 and less than or equal to $100,000 (exclusive of taxes and shipping) over a five-year period, inclusive of any options to extend the agreement during the five-year period.

☐ Selection Process: Informal Request for Quotes with an estimated total taxable value greater than $100,000 and less than or equal to $250,000 (exclusive of taxes and shipping) over a five-year period, inclusive of any options to extend the agreement during the five-year period.

☐ Selection Process: Formal Request for Proposals (RFP)/Statement of Qualifications (SOQ), or Request for Bids (RFB) with an estimated total taxable value of greater than $250,000 (exclusive of taxes and shipping) over a five-year period, inclusive of any options to extend the agreement during the five-year period.

☐ Other (Specify): _____

☐ This contract requires prevailing wage compliance and registration with Department of Industrial Relations. If this box is checked, attach proof of DIR registration.

Vendor Outreach Process: ☐ Telephone ☐ Email ☐ Bid Notification System ☐ Other: _____

Briefly summarize the number of bids received and the basis for recommending this vendor for contract award:

(4) **HISTORY**:
Has the department retained the same contractor for similar services in last 5 years?

☒ No. If no, no further information required.

☐ Yes. If yes, please complete the following section.

Term of Agreement: _____

Contract Amount: $ _____

Welcome ahardwick

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Search

Home Insured Tasks View Insured

Insured Name

HASA, Inc. (S200005202)

HASA, Inc. (S200005202)

Active Records Only

Advance Search

Insured Tasks **Admin Tools**

View

- Insured
- Notes
- History
- Deficiencies
- Coverages
- Requirements
- Contract Screen

Add

Edit

Help

Insured

Name:	HASA, Inc.
Account Number:	S200005202
Address:	23119 Drayton St, Santa Clarita, CA, 91350
Status:	Compliant with Waived Deficiencies.

Insured

Insured History | Print Insured Info

Account Information

Account Number:	S200005202		
Risk Type:	Exhibit C3 - Svc Contract >$50K-Increased Exposure		
Do Not Call:		Address Updated:	

Address Information

Mailing Address		**Physical Address**
Insured:	HASA, Inc.	
Address 1:	23119 Drayton St	

Video Tutorials

Address 2:			
City:	Santa Clarita		
State:	CA		
Zip:	91350		
Country:			
Contract Information			
Contract Number:			
Contract Start Date:		Contract End Date:	
Contract Effective Date:		Contract Expiration Date:	
Description of Services:		Safety Form II:	No
Contact Information			
Contact Name:	Christopher D. Cornish	Misc:	
Phone Number:	6612595848	Alt Phone Number:	
Fax Number:			
E-Mail Address:	ccornish@hasapool.com		
Approval Date:			
Rush:	Yes		
Contract on File:	No		
Certificate Received:	No		
Indemnification Agreement:	No		
Tax Id:			

This Account created by c65 on 06/29/2023.