

**CONSULTING SERVICES AGREEMENT BETWEEN  
THE CITY OF SAN LEANDRO AND  
PREMIER WORLD DISCOVERY  
FOR  
SENIOR EXTENDED TRAVEL SERVICES**

THIS AGREEMENT for consulting services is made by and between the City of San Leandro ("City") and Premier World Discovery ("Consultant") (together sometimes referred to as the "Parties") as of October 1, 2018 (the "Effective Date").

**Section 1. SERVICES.** Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to City the services described in the Scope of Work attached as Exhibit A at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, the Agreement shall prevail.

- 1.1 **Term of Services.** The term of this Agreement shall begin on the Effective Date and shall end on September 30, 2020, the date of completion specified in Exhibit A, and Consultant shall complete the work described in Exhibit A on or before that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as referenced in Section 8.
- 1.2 **Standard of Performance.** Consultant shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged.
- 1.3 **Assignment of Personnel.** Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Consultant shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.
- 1.4 **Time.** Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Subsection 1.2 above and to satisfy Consultant's obligations hereunder.
- 1.5 **City of San Leandro Living Wage Rates.** This contract may be covered by the City of San Leandro Living Wage Ordinance (LWO). Bidder's attention is directed to the San Leandro Municipal Code, Title 1, Chapter 6, Article 6. Successful Bidder must submit completed self-certification form and comply with the LWO if covered.

**Section 2. COMPENSATION.** Consultant hereby agrees to pay City Commission no less than 10% of total packaged land revenue collected in fees per person per trip, and \$100 per person administrative fee per trip, notwithstanding any contrary indications that may be contained in Consultant's proposal, for

services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this provision of the Agreement and Consultant's proposal, attached as Exhibit B, regarding the amount of compensation, this provision of the Agreement shall prevail. Consultant shall pay City for services rendered pursuant to this Agreement at the time and in the manner set forth herein. Consultant shall submit all Commission payments to City in the manner specified herein.

- 2.1 **Fee Summary.** Consultant shall submit a Fee Summary Report and check payable to the City of San Leandro per trip planned and executed, due within 30 days of commencement of trip as described in the Scope of Services. Fee Summary Report shall include the following:
- List of participants with fees collected per person, including all travel fees as identified in the agreed upon itinerary;
  - A summary of the Commission due to the City and the \$100 per person administrative fee;
  - The Consultant's signature;
- 2.2 **Deposit Payment.** City will forward deposit payments made by passengers, for trips planned and passengers booked at time of booking to Consultant within 5 days of receiving deposit payments from passengers.
- 2.3 **Final Payment.** City shall forward Consultant all remaining monies, if any, it has collected from passengers due pursuant to this Agreement within 60 days prior to departure date.
- 2.4 **Total Payment.** City shall not pay any additional sum for any expense or cost whatsoever incurred by Consultant in rendering services pursuant to this Agreement. City shall make no payment for any extra, further, or additional service pursuant to this Agreement.
- In no event shall Consultant submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entire Agreement, unless the Agreement is modified prior to the submission of such an invoice by a properly executed change order or amendment.
- 2.5 **Hourly Fees.** Not applicable.
- 2.6 **Reimbursable Expenses.** There are no reimbursable expenses.
- 2.7 **Payment of Taxes.** Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.

- 2.8 **Payment upon Termination.** In the event that the City or Consultant terminates this Agreement pursuant to Section 8, the Consultant shall compensate the City for all outstanding commissions incurred revenue collected in fees per person per trip, and \$100 per person administrative fee per trip satisfactorily completed as of the date of written notice of termination. Consultant shall maintain adequate logs and timesheets to verify costs incurred to that date.
- 2.9 **Authorization to Perform Services.** The Consultant is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.

**Section 3. FACILITIES AND EQUIPMENT.** Except as set forth herein, Consultant shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement. City shall make available to Consultant only the facilities and equipment listed in this section, and only under the terms and conditions set forth herein.

**Section 4. INSURANCE REQUIREMENTS.** Before fully executing this Agreement, Consultant, at its own cost and expense, unless otherwise specified below, shall procure the types and amounts of insurance listed below against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Consultant and its agents, representatives, employees, and subcontractors. Consistent with the following provisions, Consultant shall provide proof satisfactory to City of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects, and that such insurance is in effect prior to beginning work. Consultant shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Consultant's bid or proposal. Consultant shall not allow any subcontractor to commence work on any subcontract until Consultant has obtained all insurance required herein for the subcontractor(s) and provided evidence to City that such insurance is in effect. VERIFICATION OF THE REQUIRED INSURANCE SHALL BE SUBMITTED AND MADE PART OF THIS AGREEMENT PRIOR TO EXECUTION. Consultant shall maintain all required insurance listed herein for the duration of this Agreement.

4.1 **Workers' Compensation.**

- 4.1.1 **General Requirements.** Consultant shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Consultant. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than **\$1,000,000** per accident. In the alternative, Consultant may rely on a self-insurance program to meet these requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the California Labor Code shall be solely in the discretion of the Contract Administrator.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the entity for all work performed by the Consultant, its employees, agents, and subcontractors.

**4.1.2 Submittal Requirements.** To comply with Subsection 4.1, Consultant shall submit the following:

- a. Certificate of Liability Insurance in the amounts specified in the section; and
- b. Waiver of Subrogation Endorsement as required by the section.

**4.2 Commercial General and Automobile Liability Insurance.**

**4.2.1 General Requirements.** Consultant, at its own cost and expense, shall maintain commercial general liability insurance for the term of this Agreement in an amount not less than **\$2,000,000** and automobile liability insurance for the term of this Agreement in an amount not less than **\$2,000,000** per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

**4.2.2 Minimum Scope of Coverage.** Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (most recent edition) covering comprehensive General Liability on an "occurrence" basis. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001, Code 1 (any auto). No endorsement shall be attached limiting the coverage.

**4.2.3 Additional Requirements.** Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

- a. The Insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.
- b. City, its officers, officials, employees, and volunteers are to be covered as additional insureds as respects: liability arising out of work or operations performed by or on behalf of the Consultant; or automobiles owned, leased, hired, or borrowed by the Consultant.

- c. Consultant hereby agrees to waive subrogation which any insurer or contractor may require from vendor by virtue of the payment of any loss. Consultant agrees to obtain any endorsements that may be necessary to effect this waiver of subrogation.
- d. For any claims related to this Agreement or the work hereunder, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

**4.2.4 Submittal Requirements.** To comply with Subsection 4.2, Consultant shall submit the following:

- a. Certificate of Liability Insurance in the amounts specified in the section;
- b. Additional Insured Endorsement as required by the section;
- c. Waiver of Subrogation Endorsement as required by the section; and
- d. Primary Insurance Endorsement as required by the section.

### **4.3 Professional Liability Insurance.**

**4.3.1 General Requirements.** Consultant, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than **\$1,000,000** covering the licensed professionals' errors and omissions. Any deductible or self-insured retention shall not exceed \$150,000 per claim.

**4.3.2 Claims-Made Limitations.** The following provisions shall apply if the professional liability coverage is written on a claims-made form:

- a. The retroactive date of the policy must be shown and must be before the date of the Agreement.
- b. Insurance must be maintained and evidence of insurance must be provided for at least 5 years after completion of the Agreement or the work, so long as commercially available at reasonable rates.
- c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of

this Agreement, Consultant shall purchase an extended period coverage for a minimum of 5 years after completion of work under this Agreement.

- d. A copy of the claim reporting requirements must be submitted to the City for review prior to the commencement of any work under this Agreement.

**4.3.3 Additional Requirements.** A certified endorsement to include contractual liability shall be included in the policy.

**4.3.4 Submittal Requirements.** To comply with Subsection 4.3, Consultant shall submit the Certificate of Liability Insurance in the amounts specified in the section.

#### **4.4 All Policies Requirements.**

**4.4.1 Acceptability of Insurers.** All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A:VII.

**4.4.2 Verification of Coverage.** Prior to beginning any work under this Agreement, Consultant shall furnish City with complete copies of all Certificates of Liability Insurance delivered to Consultant by the insurer, including complete copies of all endorsements attached to the policies. All copies of Certificates of Liability Insurance and certified endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf. If the City does not receive the required insurance documents prior to the Consultant beginning work, it shall not waive the Consultant's obligation to provide them. The City reserves the right to require complete copies of all required insurance policies at any time.

**4.4.3 Deductibles and Self-Insured Retentions.** Consultant shall disclose to and obtain the written approval of City for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, employees, and volunteers; or the Consultant shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

**4.4.4 Wasting Policies.** No policy required by this Section 4 shall include a "wasting" policy limit (i.e. limit that is eroded by the cost of defense).

**4.4.5 Endorsement Requirements.** Each insurance policy required by Section 4 shall be endorsed to state that coverage shall not be canceled by either party, except after 30 days' prior written notice has been provided to the City.

**4.4.6 Subcontractors.** Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each

subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

**4.5 Remedies.** In addition to any other remedies City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Consultant's breach:

- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
- Order Consultant to stop work under this Agreement or withhold any payment that becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof; and/or
- Terminate this Agreement.

**Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.** Refer to the attached Exhibit C, which is incorporated herein and made a part of this Agreement.

**Section 6. STATUS OF CONSULTANT.**

**6.1 Independent Contractor.** At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City. City shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subsection 1.3; however, otherwise City shall not have the right to control the means by which Consultant accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.

**6.2 Consultant Not an Agent.** Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

**Section 7. LEGAL REQUIREMENTS.**

**7.1 Governing Law.** The laws of the State of California shall govern this Agreement.

- 7.2 **Compliance with Applicable Laws.** Consultant and any subcontractors shall comply with all laws and regulations applicable to the performance of the work hereunder, including but not limited to, the California Building Code, the Americans with Disabilities Act, and any copyright, patent or trademark law. Consultant's failure to comply with any law(s) or regulation(s) applicable to the performance of the work hereunder shall constitute a breach of contract.
- 7.3 **Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Consultant and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.
- 7.4 **Licenses and Permits.** Consultant represents and warrants to City that Consultant and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Consultant represents and warrants to City that Consultant and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses from City.
- 7.5 **Nondiscrimination and Equal Opportunity.** Consultant shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Consultant under this Agreement. Consultant shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Consultant thereby.

Consultant shall include the provisions of this Subsection in any subcontract approved by the Contract Administrator or this Agreement.

## **Section 8. TERMINATION AND MODIFICATION.**

- 8.1 **Termination.** City may cancel this Agreement at any time and without cause upon written notification to Consultant.

Consultant may cancel this Agreement upon 180 days' written notice to City and shall include in such notice the reasons for cancellation.

In the event of termination, Consultant shall be entitled to compensation for undisputed services performed to the effective date of termination; City, however, may condition



payment of such compensation upon Consultant delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Consultant or prepared by or for Consultant or the City in connection with this Agreement.

- 8.2 Extension.** City may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein.
- 8.3 Amendments.** The Parties may amend this Agreement only by a writing signed by all the Parties.
- 8.4 Assignment and Subcontracting.** City and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.
- 8.5 Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Consultant shall survive the termination of this Agreement.
- 8.6 Options upon Breach by Consultant.** If Consultant materially breaches any of the terms of this Agreement, City's remedies shall include, but are not limited to, the following:
- 8.6.1** Immediately terminate the Agreement;
  - 8.6.2** Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement;
  - 8.6.3** Retain a different consultant to complete the work described in Exhibit A not finished by Consultant; or

**Section 9. KEEPING AND STATUS OF RECORDS.**

- 9.1 Records Created as Part of Consultant's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Consultant hereby agrees to deliver those documents to the City upon termination of the Agreement. It is understood and

agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. City and Consultant agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both Parties.

- 9.2 Consultant's Books and Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of 3 years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement.
- 9.3 Inspection and Audit of Records.** Any records or documents that Subsection 9.2 of this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds \$10,000.00, the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of the City, for a period of 3 years after final payment under the Agreement.

**Section 10. MISCELLANEOUS PROVISIONS.**

- 10.1 Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 10.2 Venue.** In the event that either party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Alameda or in the United States District Court for the Northern District of California.
- 10.3 Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 10.4 No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 10.5 Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the Parties.

**10.6 Use of Recycled Products.** Consultant shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.

**10.7 Conflict of Interest.** Consultant may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Consultant in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

Consultant shall not employ any City official in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Section 1090 *et seq.*

Consultant hereby warrants that it is not now, nor has it been in the previous 12 months, an employee, agent, appointee, or official of the City. If Consultant was an employee, agent, appointee, or official of the City in the previous 12 months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant understands that, if this Agreement is made in violation of California Government Code Section 1090 *et seq.*, the entire Agreement is void and Consultant will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Consultant will be required to reimburse the City for any sums paid to the Consultant. Consultant understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of California Government Code Section 1090 *et seq.*, and, if applicable, will be disqualified from holding public office in the State of California.

At City's sole discretion, Consultant may be required to file with the City a Form 700 to identify and document Consultant's economic interests, as defined and regulated by the California Fair Political Practices Commission. If Consultant is required to file a Form 700, Consultant is hereby advised to contact the San Leandro City Clerk for the Form 700 and directions on how to prepare it.

**10.8 Solicitation.** Consultant agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.

**10.9 Contract Administration.** This Agreement shall be administered by Jeanette Dong, Director, Recreation and Human Services Department ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.

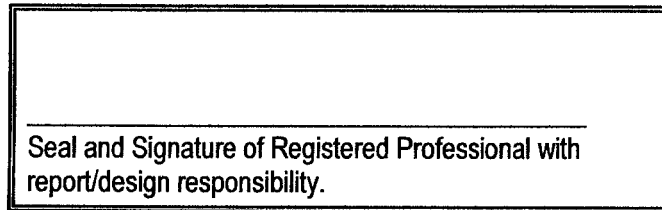
**10.10 Notices.** Any written notice to Consultant shall be sent to:

Premier World Discovery  
Kris Adams, District Sales Manager  
2615 – 190<sup>th</sup> Street, Suite 200  
Redondo Beach, CA 90278  
[kadams@premierworlddiscovery.com](mailto:kadams@premierworlddiscovery.com)

Any written notice to City shall be sent to:  
City of San Leandro Recreation and Human Services Department  
Senior Services Supervisor  
835 E. 14<sup>th</sup> Street  
San Leandro, CA 94577

With a copy to:  
City of San Leandro  
Department of Finance  
c/o Purchasing Agent  
835 East 14<sup>th</sup> Street  
San Leandro, CA 94577

- 10.11 Professional Seal.** Where applicable in the determination of the contract administrator, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation. The stamp/seal shall be in a block entitled "Seal and Signature of Registered Professional with report/design responsibility," as in the following example.



- 10.12 Integration.** This Agreement, including the scope of work attached hereto and incorporated herein as Exhibits A, B, and C represents the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral.

<u>Exhibit A</u>	Scope of Services
<u>Exhibit B</u>	Compensation Schedule & Reimbursable Expenses
<u>Exhibit C</u>	Indemnification

- 10.13 Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.
- 10.14 Certification per Iran Contracting Act of 2010.** In the event that this contract is for one million dollars (\$1,000,000.00) or more, by Consultant's signature below Consultant certifies that Consultant, and any parent entities, subsidiaries, successors or subunits of Consultant are not identified on a list created pursuant to subdivision (b) of Section 2203 of the California Public Contract Code as a person engaging in investment activities in Iran as

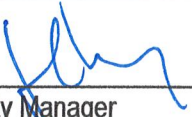
described in subdivision (a) of Section 2202.5, or as a person described in subdivision (b) of Section 2202.5 of the California Public Contract Code, as applicable.

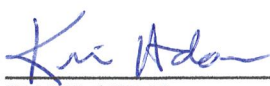
**SIGNATURES ON FOLLOWING PAGE**

The Parties have executed this Agreement as of the Effective Date. The persons whose signatures appear below certify that they are authorized to sign on behalf of the respective Party.

CITY OF SAN LEANDRO

PREMIER WORLD DISCOVERY

  
\_\_\_\_\_  
Jeff Kay, City Manager

 *DISTRICT Sales Manager*  
\_\_\_\_\_  
[NAME, TITLE]

Attest:

  
\_\_\_\_\_  
Leticia I. Miguel, City Clerk


\_\_\_\_\_  
Consultant's DIR Registration Number  
(if applicable)

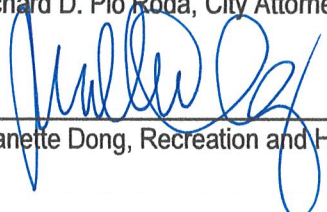
Approved as to Fiscal Authority:

  
\_\_\_\_\_  
David Baum, Finance Director

\_\_\_\_\_  
Account Number

Approved as to Form:

  
\_\_\_\_\_  
Richard D. Pio Roda, City Attorney

  
\_\_\_\_\_  
Jeanette Dong, Recreation and Human Services Director

## EXHIBIT A

### SCOPE OF SERVICES

The information below describes the services to be provided to customers/travelers of the City of San Leandro Recreation and Human Services Department (SLRHS) extended travel program.

CITY may select a primary and secondary CONTRACTOR to provide services.

#### DEFINITIONS

Travel Management Agency (CONTRACTOR)

City of San Leandro (CITY)

Registrant (Customer/User of SLRHS program paying funds to travel management organization to plan and administer extended travel excursions)

#### 2.0.1. SERVICES PROVIDED BY CONTRACTOR

- All services provided to Registrants shall be identified in advance of the trip and prior to a Registrant paying deposits or otherwise committing funds.
- Services provided to Registrants may include the following for each trip:
  - Round trip air or bus transportation; hotel transfers; ground transportation during the trip to and from airports and destinations as identified in the itinerary; a specified number of meals during the trip.
- CONTRACTOR shall plan and coordinate with SLRHS the time and location of pre-trip services, which may include at least one pre-trip meeting with Registrants.
- CONTRACTOR shall ensure accuracy and completeness of all information related to the destination including itinerary, rate, commission, travel requirements, exceptions, etc.

#### 2.0.2. COMMUNICATION

- CITY shall designate one staff member – Senior Services Supervisor (Designee), as the primary point of contact for CONTRACTOR. CONTRACTOR shall be primary point of contact for Registrants.
- Designee shall also be a point of contact, but not the primary point of contact, for Registrants; Designee shall contact CONTRACTOR on all Registrant inquiries made directly to Designee and Designee shall be copied on all correspondence and responses by CONTRACTOR to Registrant.
- CONTRACTOR shall identify and provide to CITY contact information for CONTRACTOR primary and secondary contact persons, including recommended and prioritized methods of contact, for all trip-related inquiries.

- Registrants may, at their own discretion, contact CONTRACTOR directly. CONTRACTOR shall regularly report and inform Designee of any travel changes or modifications for each Registrant.
- CONTRACTOR agrees that its assigned contact(s) shall return all Registrant phone and/or electronic inquiries within 24 hours.
- CONTRACTOR agrees to no less than two annual meetings or upon the request of the Designee, in person or by phone, with Designee to review trips planned and completed, services provided, marketing and promotion plans, and to provide information for City's Recreation Activities Guide.
- Final confirmation of Registrants and details for each trip shall be conducted by CONTRACTOR.
- Designee shall have access to trip information electronically; CONTRACTOR agrees to provide technical assistance to Designee to access CONTRACTOR website and/or information systems.

#### 2.0.3. MARKETING

- It is the CONTRACTOR'S responsibility to create, print and provide all travel and trip marketing materials, including but not limited to brochures, itineraries, and related registration materials.
- All marketing materials must be reviewed and approved by Designee prior to distribution; this includes all printed, advertised, published and social media marketed materials and information. Such materials must be provided no later than the same week that the newest City Recreation Activities Guide is made available by the City for distribution.
- CONTRACTOR is responsible for printing and providing all registration materials. CITY shall receive reimbursement for postage cost for mailing marketing materials/brochures from CONTRACTOR at minimum three times a year.
- CONTRACTOR acknowledges that other trips and excursions may be provided or hosted by the CITY or other contractors.

#### 2.0.4. REGISTRATION

- Registration for CONTRACTOR sponsored extended travel excursions will be conducted by both the CITY and CONTRACTOR.
- CITY may receive registration forms and all required travel documents, as listed or defined by the CONTRACTOR. CITY shall contact CONTRACTOR for any inquiries related to the trips offered, including registration and processing, as applicable.
- CITY is not, and CONTRACTOR is, responsible for paid participants who may attend a specific trip publicized by CONTRACTOR but not registered through the CITY; this includes reservations and processing; trip itinerary; destination; itinerary changes; or fee(s) collection, processing, and depositing of funds.
- CONTRACTOR agrees to provide CITY access to registration information as needed to communicate with Registrants.



- **CONTRACTOR** agrees to provide a final invoice to Registrants (electronic or hard copy, as applicable); Designee shall be copied on such correspondence.
- **Timely final check of Registrants' names and documents shall be conducted by CONTRACTOR, reviewed by Designee, and confirmed by the CONTRACTOR and Designee prior to trip commencing.**

#### **2.0.5. FEES**

- **CITY shall be paid 10% commission of all fees per person collected per trip, as well as \$100 per person administrative fee. CONTRACTOR is responsible to provide a Summary Report per trip to include the number and type of Registrant, fee charged per Registrant, summary of income received, and the allocation due to the CITY. All commission fees shall be received by the CITY within 30 days of trip commencement.**

#### **2.0.6. CANCELATIONS AND CHANGES**

- **CITY is not responsible for trip cancellation fees or returns, notifications to Registrants of transfers or itinerary changes, fee reimbursement(s) or processing fees.**
- **CONTRACTOR agrees to notify CITY and Registrants of any and all changes to itinerary, trip, or fees no less than 120 days from trip commencement.**
- **Registrants are solely responsible for notifying CONTRACTOR of Registrant-initiated trip cancellations, changes, special requests, transfers and any related fees. CITY is not responsible for any fees related to cancellations or changes made by Registrants.**

#### **2.0.7. INSURANCE**

- **CONTRACTOR agrees to maintain and provide to CITY current proof of the applicable insurance coverages for the duration of the Agreement.**

### **2.1 ADJUSTMENTS TO SERVICE**

**The CITY and the CONTRACTOR may develop other service components or make adjustments to the service as needs are identified and as resources allow. The CITY expects to work closely with the CONTRACTOR on such modifications in order to provide efficient and responsive service.**

### **2.2 SERVICE STANDARDS**

#### **2.2.1. Service Productivity**

**The CONTRACTOR is responsible for the quality and efficiency of the extended travel program. The CONTRACTOR must provide services in a manner that will**

maximize productivity and offer quality customer service. Service productivity will be measured as the number of Registrants per trip.

## 2.3 CUSTOMER SERVICE

The CONTRACTOR will provide staff coverage between 8:00 a.m. and 5:00 p.m. (PST) Monday through Friday to provide reservation services, record customer comments and complaints and provide general information to the Registrants.

## 2.4 COMPUTER AND TELEPHONE SYSTEM

The CONTRACTOR will maintain a telephone system, Internet access with an e-mail address, and a FAX capability to facilitate communication between the CONTRACTOR and the CITY, and the CONTRACTOR and the public. The CONTRACTOR'S computer system must be capable of communicating with the CITY'S computers to receive timely and accurate billing and trip itineraries/reservations.

The CONTRACTOR must dedicate enough staff to ensure that calls and internet inquiries are answered promptly. The system must have the capability to queue calls/emails in the order received and a TDD capability for general administrative communication, trip requests and public information.

## 2.5 TRIP BOOKING

The CONTRACTOR is responsible for all scheduling, booking and transportation functions. CONTRACTOR staff will be available between 8:00 a.m. and 5:00 p.m. (PST), Monday through Friday, and trip representatives will be available to maintain communication with Registrants during all trip hours.

## 2.6 STAFFING

The CONTRACTOR will be solely responsible for the hiring, firing and supervision of all employees utilized to carry out the services provided under this AGREEMENT. CONTRACTOR is solely responsible for the satisfactory work performance of all its employees and for payment of all its employees. The CONTRACTOR must comply with applicable local, state and federal employment laws. The CONTRACTOR must remove any personnel assigned to the project, for cause, if requested by the CITY.

The CONTRACTOR will submit staffing plan and the resume of the proposed District Sales Manager to the CITY for prior approval.

### 2.6.1. District Sales Manager

The District Sales Manager should have a minimum of three years of experience in

travel management services. The CONTRACTOR must notify the CITY immediately if the District Sales Manager is replaced. Should a replacement be necessary, the CONTRACTOR must identify a qualified interim District Sales Manager who will serve until such time that the District Sales Manager is permanently replaced. The CONTRACTOR must replace the District Sales Manager, at the CITY's request when there is cause, upon 30 days' notice.

The CITY expects that the District Sales manager will have sufficient time dedicated to the extended travel service to ensure quality, the resolution of service problems and incidents, and be available to CITY staff to review performance and resolve issues.

#### **2.6.2. Customer Service/Group Sales**

The CONTRACTOR must provide sufficient trip representatives, schedulers and receptionists to handle the volume of inquiries from Registrants. They must be adequately trained for their tasks; must be sensitive to the special needs of older adults; and must exhibit patience and compassion even in the face of occasional abusive or unreasonable behavior exhibited by Registrants.

**IMPORTANT:** The CITY views the scheduling and customer service functions as critical to the success of the service.

## **2.7 SAFETY PROGRAM**

The CONTRACTOR will have full responsibility for assuring the safety of all passengers and operations personnel. The CONTRACTOR must comply with all applicable local, state, and federal regulations. The CONTRACTOR must implement and maintain a formal safety program and must provide an outline of this program to the CITY upon request. The safety program must include the following components at a minimum: emergency contact form, emergency evacuation plans, First Aid, CPR and disability awareness and sensitivity training.

## **2.8 EMERGENCY, ACCIDENT, INCIDENT AND COMPLAINT REPORTING**

The CONTRACTOR is required to have an accident and emergency notification program that keeps the CITY notified of accidents or emergencies and the progress of claims that will assure the CITY that claims are promptly and fairly handled. At minimum, all emergencies and accidents, both vehicular and non-vehicular, and any injury of any degree to Registrants must be reported orally to the CITY as soon as the situation is stabilized, but no later than 24 hours after the occurrence of the incident. All oral reports must be followed by a written report within 48 hours of the initial report. The CONTRACTOR assumes all liability for accidents, workers' compensation claims, etc., including defined costs, and damages arising from the performance of this AGREEMENT.

The CONTRACTOR shall report all in-service incidents involving property damage or personal injury accidents, illegal or threatening actions, and unacceptable passenger and/or staff behavior to the CITY immediately upon knowledge of the situation.

The CONTRACTOR will be responsible for the investigation of all complaints received directly from the public or referred by the CITY. All complaint investigations will begin within one (1) weekday of receipt. The Registrant must be contacted within 48 hours and final resolution reported to the City within 7 days of the initial complaint. Complaints involving alleged abuse, theft, and similar activities will be investigated immediately upon knowledge of the allegation. In these situations, the CITY will be notified immediately of the issues and investigative action.

The CONTRACTOR will be responsible for the design and production of complaint investigation report forms (final design is subject to CITY approval), for the maintenance of a complaint log and the submission of a monthly complaint status summary report.

## 2.9 CASH HANDLING AND REPORTING

The CITY maintains the right to audit the CONTRACTOR'S financial records. The CONTRACTOR assumes all cash handling transactions; this includes collection of payment, deposits directed to CONTRACTOR, and any additional trip amenities purchased by the Registrant.

**EXHIBIT B**

**COMPENSATION SCHEDULE & REIMBURSABLE EXPENSES**

Not applicable; there are no reimbursable expenses.

**EXHIBIT C**

**INDEMNIFICATION**

**EXHIBIT C**

**INDEMNIFICATION**

Consultant shall indemnify, defend with counsel acceptable to City, and hold harmless City and its officers, elected officials, employees, agents and volunteers from and against any and all liability, loss, damage, claims, expenses, and costs (including without limitation, attorney's fees and costs and fees of litigation) (collectively, "Liability") of every nature arising out of or in connection with Consultant's performance of the services called for or its failure to comply with any of its obligations contained in this Agreement, except such Liability caused by the active negligence or willful misconduct of City.

Notwithstanding the forgoing, to the extent this Agreement is a "construction contract" as defined by California Civil Code Section 2782, as may be amended from time to time, such duties of Consultant to indemnify shall not apply when to do so would be prohibited by California Civil Code Section 2782.

The Consultant's obligation to defend and indemnify shall not be excused because of the Consultant's inability to evaluate Liability or because the Consultant evaluates Liability and determines that the Consultant is not liable to the claimant. The Consultant must respond within 30 days to the tender of any claim for defense and indemnity by the City. If the Consultant fails to accept or reject a tender of defense and indemnity within 30 days, in addition to any other remedy authorized by law, so much of the money due the Consultant under and by virtue of this Agreement as shall reasonably be considered necessary by the City, may be retained by the City until disposition has been made of the claim or suit for damages, or until the Consultant accepts or rejects the tender of defense, whichever occurs first.

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