

**CONSULTING SERVICES AGREEMENT BETWEEN
THE CITY OF SAN LEANDRO AND
NBS GOVERNMENT FINANCE GROUP, DBA NBS
FOR
COST ALLOCATION PLAN, COMPREHENSIVE USER FEE STUDY, AND DEVELOPMENT IMPACT
FEE STUDY**

THIS AGREEMENT for consulting services is made by and between the City of San Leandro (“City”) and NBS Government Finance Group, dba NBS, (“Consultant”) (together sometimes referred to as the “Parties”) as of November 8, 2022 (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 Services attached as Attachment B 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 Attachment B, the Agreement shall prevail.

- 1.1 Term of Services.** The term of this Agreement shall begin on the Effective Date and shall end on December 31, 2023. Consultant shall complete the work described in Attachment B 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). Consultant’s attention is directed to the San Leandro Municipal Code, Title 1, Chapter 6, Article 6. Consultant must submit completed self-certification form and comply with the LWO if covered.

Section 2. COMPENSATION. City hereby agrees to pay Consultant a sum not to exceed **\$149,800**, 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

Agreement and Consultant's proposal, attached as Attachment B, regarding the amount of compensation, the Agreement shall prevail. City shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Consultant for services rendered pursuant to this Agreement. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City in writing, Consultant shall not bill City for duplicate services performed by more than one person.

Consultant and City acknowledge and agree that compensation paid by City to Consultant under this Agreement is based upon Consultant's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Consequently, the Parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

2.1 Invoices. Consultant shall submit invoices, not more often than once a month during the term of this Agreement, not to exceed pricing for each project requested by the City as shown in Attachment B. Invoices shall contain the following information:

- Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
- The beginning and ending dates of the billing period;
- A Task Summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
- At City's option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense;
- The total number of hours of work performed under the Agreement by Consultant and each employee, agent, and subcontractor of Consultant performing services hereunder;
- The Consultant's signature;
- Consultant shall give separate notice to the City when the total number of hours worked by Consultant and any individual employee, agent, or subcontractor of Consultant reaches or exceeds 800 hours within a 12-month period under this Agreement and any other agreement between Consultant and City. Such notice shall include an estimate of the time necessary to complete work described in Attachment B and the estimate of time necessary to complete work under any other agreement between Consultant and City, if applicable.

- 2.2 Monthly Payment.** City shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. City shall have 30 days from the receipt of an invoice that complies with all of the requirements above to pay Consultant.
- 2.3 Final Payment.** City shall pay the last 10% of the total sum due pursuant to this Agreement within 60 days after completion of the services and submittal to City of a final invoice, if all services required have been satisfactorily performed.
- 2.4 Total Payment.** City shall pay for the services to be rendered by Consultant pursuant to this Agreement. 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.** Fees for work performed by Consultant on an hourly basis shall not exceed the amounts shown on the compensation schedule attached hereto as Attachment B.
- 2.6 Travel Expenses.** Travel expenses are specified in Attachment B and shall not exceed **\$3,000**. Expenses not listed in Attachment B are not chargeable to City. Travel expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.
- 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 City shall compensate the Consultant for all outstanding costs and reimbursable expenses incurred for work 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.

City shall furnish physical facilities such as desks, filing cabinets, and conference space, as may be reasonably necessary for Consultant's use while consulting with City employees and reviewing records and the information in possession of the City. The location, quantity, and time of furnishing those facilities shall be in the sole discretion of City. In no event shall City be obligated to furnish any facility that may involve incurring any direct expense, including but not limited to computer, long-distance telephone or other communication charges, vehicles, and reproduction facilities.

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 **\$1,000,000** and automobile liability insurance for the term of this Agreement in an amount not less than **\$1,000,000** 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.

4.5 All Policies Requirements.

4.5.1 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.

4.5.2 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.

4.5.3 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.

4.5.4 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).

4.5.5 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.

4.5.6 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.

4.6 Submittal of Proof of Insurance Coverage. All certificates of insurance and original endorsements effecting coverage required in this Section 4 must be electronically submitted through the City’s online insurance document management program, EBIX. Contractor shall comply with all requirements provided by City related to the EBIX program.

4.7 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 30 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 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. Consultant understands and agrees that, if City grants such an extension, City shall have no obligation to provide Consultant with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract Administrator, City shall have no obligation to reimburse Consultant for any otherwise reimbursable expenses incurred during the extension period.

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
 - 8.6.4** Charge Consultant the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Consultant pursuant to Section 2 if Consultant had completed the work.

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.

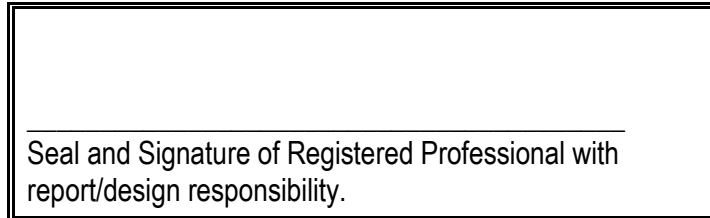
- 10.8 Solicitation.** Consultant agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.
- 10.9 Contract Administration.** This Agreement shall be administered by Avalon Schultz ("Contract Administrator"). All 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:
NBS
Attn:Nicole Kissam
870 Market Street, Suite 1223
San Francisco, CA 94102
nkissam@nbsgov.com

Any written notice to City shall be sent to:
City of San Leandro
Attn: Avalon Schultz, AICP
Community Development Department
835 East 14th Street
San Leandro, CA 94577

With a copy to:
City of San Leandro
Department of Finance
c/o Purchasing Agent
835 East 14th 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, C, D, and E 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
<u>Exhibit D</u>	COVID-19 Compliance Requirements
<u>Exhibit E</u>	California Labor Code Section 1720 Information

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

DocuSigned by:

C063C033AF634E3...

Frances M. Robustelli, City Manager

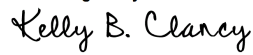
NBS

DocuSigned by:

C1107459CCD7488...

Michael Rentner, President & CEO
32605 Temecula Parkway, Ste. 100
Temecula, CA 92592
(951)296-1997
mrentner@nbsgov.com

Attest:

DocuSigned by:

F21D2CCCC7F54D6...

Kelly B. Clancy, Acting City Clerk

Consultant's DIR Registration Number
(if applicable)

Budget Approved:

DocuSigned by:


Approved as to Fiscal Authority:


DocuSigned by:

CFC89F52127D423...

Michael Yuen, Finance Director

010-12-050-5120, 010-41-003-5120
Account Number

Approved as to Form:

DocuSigned by:

7B41538E6D5E470...

Richard D. Pio Roda, City Attorney

Per Section 10.7: Form 700 Required

DocuSigned by:

FA2C94E0C46947B...

Tom Liao, Community Development Director

EXHIBIT A

CONSULTANT SCOPE OF SERVICES

Task 1: Project Commencement

To ensure the project is initiated with common goals and understanding, we will conduct a project commencement meeting with City staff members who will oversee the progress, completion, and implementation of its findings. This meeting will include a discussion of expectations, initial identification of project-specific issues, overview of the project's timeline, process, and data needs, as well as any important City policies and procedures.

To become familiar with the City's organizational structure, accounting structure, and basic financial data, we will also issue a consolidated data request to the City. Initial data requested will center on adopted budgets, recent financial performance (revenues and expenditures), current labor cost detail and classifications, organizational structures, existing relevant policies, current General Plan and other master plan documents, and other items of a more global nature.

Task 2: Cost Allocation Plan

The following detailed work plan is for completion of a Cost Allocation Plan (Plan). Per the RFP, NBS will provide two versions of the Plan: a "Full Cost" plan, as well as a Title 2 compliant plan for use in reimbursement of costs from State and/or Federal grants.

TASK 2.1: INDIRECT COST CENTERS AND ALLOCATION FACTORS

Upon initiation of this project element, we will work closely with the City's finance staff to ensure that the Plan meets the City's specific needs. For example, we will discuss:

- How the Plan impacts any existing enterprise fund budgets and/or general fund budgets.
- The degree of complexity the City desires for the Plan in terms of the number of factors utilized to allocate costs, which depends greatly on data available and the City's capacity to track and update various data metrics over time.
- The intended use of the Plan for application in budget and accounting practices, development of hourly rates, reimbursement of costs from external agencies and/or grants.

We will review the City's existing Cost Allocation Plan and central chart of accounts and confirm the list of indirect (overhead) cost centers to be included in the Plan.

TASK 2.2: DRAFT OF OUTCOMES

We will review the line-item expenditure detail for each indirect cost center that is selected for cost allocation within the Plan and highlight any expenditure items that may not be reasonable to include in cost allocations. Based on review and feedback with City staff, we will make any necessary adjustments and include notations for future reference and audit trail purposes.

We will customize a version of our Cost Allocation Plan template to the City's organizational and accounting structure. We will complete the functionality of the Plan by inputting all expense, allocation factor, and other relevant data entries as needed, and generate:

- A summary schedule of the total annual allocated costs to each fund and budget unit.
- A schedule of indirect cost rates for each department/division and Citywide overall.

After a meeting with City staff to review the draft of outcomes, we will utilize staff's feedback to make a round of revisions to the draft plan results. We are available to assist the Finance Department in presenting the draft Plan to selected City staff and address any comments or concerns regarding methods of cost allocation or cost allocation outcomes.

TASK 2.3: FINAL DOCUMENTATION

The Final Report for the Plan includes an Executive Summary, illustration of analytical methods, presentation of findings, narrative descriptions complying with the standards of Title 2 CFR Part 200, and a technical appendix showing the analysis and any relevant data sources. We will submit the draft Final Report to City management, collect input, and make a round of revisions to the draft report to ensure the City is satisfied with the complete deliverable.

At the conclusion of the project, we will provide an electronic copy of the full detailed Cost Allocation Plan model in PDF format, as well as the schedule of summarized cost allocation outcomes in Excel.

Task 3: User Fee Study

We understand the scope of this review is to include all fees as listed in the City's Master Fee Schedule effective July 2022-23. According to the Table of Contents of the Master Fee Schedule, we will be working with the following departments and divisions to review their fee programs:

- General Administrative fees charged by City Clerk, City Manager, and Finance
- Community Development fees charged by Building, Code Enforcement, Economic Development, and Planning
- Engineering, and Transportation
- Fire Service-Related fees, excluding fees set by the Alameda County Fire Department
- Library
- Police
- Public Works
- Recreation
- Human Services

In general, the scope of services includes all fees for service that can be reasonably analyzed on a time per activity basis. The following types of charges are generally excluded because they are subject to different laws and requirements than the bulk of the user and regulatory fees under review:

- Penalties and fines – per Article XIIC of the California Constitution, these types of charges do not require a cost-of-service analysis to substantiate.
- Equipment and facility rentals - per Article XIIC of the California Constitution, these types of charges do not require a cost-of-service analysis to substantiate. San Leandro as a Charter City can set these fees based on a comparison of available

market options. We are happy to include facility rental rates in the Fee Comparison task for a survey of other municipalities' charges.

- Development Impact Fees (covered in Task 4).
- Utility rates or property related fees subject to Proposition 218 requirements.

The following work plan includes the following steps from project initiation to completion.

TASK 3.1. DATA COLLECTION

This task is accomplished through Task 1, Project Commencement. We can combine the initial data request for the Cost Allocation Plan and User Fee Study when conducting the projects concurrently.

TASK 3.2. FEE STRUCTURE REVIEW

We will meet with each Department directly to review their existing fee structure and gather staff's ideas for modifying or enhancing current practices. We will identify and recommend opportunities for streamlining fee structures as well as for addition of new fees that are in line with current practices seen in other agencies. Discussion will include advantages and disadvantages to fixed/one-time fees as well as deposit and actual cost billing structures. Working with staff to determine the most effective and efficient type of fee structure based on the organization, we will recommend and develop revisions to existing fee structures including any deletion of fees, potential new fees, or changes in billing practices. Based on the results of this discussion, we will incorporate the list of fees to be evaluated into the fee model template.

TASK 3.3. FACILITATED DATA COLLECTION

Working directly with each Department, we will initiate review of the organizational, workload, and time on task data needed to calculate the cost of providing each fee for service. We will first communicate the steps necessary to develop data for justifying fees. Staff will be asked to provide an estimate of time spent on various activities and services performed on an annual basis, as well as on each individual fee for service activity. We will explore permit software tracking and reporting capabilities that may enhance and streamline data collection efforts. We will develop data collection materials and track progress weekly on data submittal activities. Additionally, we will enter data into the fee model and ensure that the cost of service analysis is defensible and reasonable. The product of this task will be a modeling of the complete organizational, performance, and time requirements for the services under review in this study.

TASK 3.4. COST OF SERVICE ANALYSIS

We will determine the full cost of service on an annual basis for each department studied. The analysis will reflect all identifiable direct and indirect costs of providing services and will also incorporate applicable indirect costs, such as those defined by the City's organizational structure as well as the City's annual Cost Allocation Plan.¹ Total annual costs will be segregated between fee-recoverable and non-fee recoverable services.

Fully burdened hourly rates will be calculated for each Department involved in the study. Rates will consider the applicability of productive hours or direct-billed hours as the basis for calculation, depending on the Department or service analyzed.

¹ We will incorporate the results of the Cost Allocation Plan effort from Task 2 of the Work Plan

Fully burdened hourly rates will be multiplied by the time estimates gathered in Task 3.3 to compute the full cost of each individual fee for service activity. The full cost of service defined by NBS serves as the analytically justified maximum amount that may be recovered through a user/regulatory fee adopted by the City Council.

All data metrics in the fee model will be cross checked to ensure the fee program is structured to recover 100% of costs considered.

TASK 3.5. DRAFT REVIEW AND REVISION

We will meet with each Department to review the outcomes of the analysis. Drafts will detail all the assumptions and data utilized to calculate results as well as a comparison of each fee's cost recovery performance. We will determine any necessary refinements to core assumptions, revise the fee model, and finalize the cost-of-service analysis. This task represents one planned iteration of the analytical work products. Next, we will obtain each Department's final sign off on the fee models.

TASK 3.6. FEE COMPARISON

Policy makers often desire a comparison of fee amounts to neighboring jurisdictions. Presence of a comparison will ensure a smoother implementation process and provide a sense of the "market" rate for various services. We will utilize our expertise to compare similar user fees and charges in up to five (5) neighboring and comparable communities. A list of communities will be selected and approved by City staff. We will download the respective fee schedules from the Internet or make a reasonable attempt to contact each agency for a copy of their current fee schedules as needed. We will complete a comparison of the fee categories and amounts, for the most readily comparable fee items that match the City's fee structure.

TASK 3.7. RECOMMENDED PRICING REVIEW

Pricing objectives from the City's perspective, i.e., comfort with full cost recovery or some alternative level of cost recovery will be discussed. We will facilitate this conversation by discussing public/private benefits or causation of each activity, potential market sensitivity, interaction with established City goals or policies, behavior modification influence, and other considerations.

We will collect data from the City regarding recommended fees, either at or below the 100% full cost recovery fee amount calculated by NBS. Then, we'll model the recommended cost recovery performance per fee item, and annually for the City as a whole.

TASK 3.8. FINAL REPORT

A written report will be prepared describing the complete work and findings of the project. Next, a review session with City staff and members of the executive team will be conducted to review the findings issued in the draft report. Edits will be incorporated and the final report issued. The City will be provided with a digital file copy in PDF format of the final report, as well as the fee model's cost of service tables in Excel. Should the need to defend the Study as a result of challenge, we are available to assist in answering questions and explaining results for up to four (4) hours of professional time.

Task 4: Development Impact Fee Study

We understand the scope of this review is to include an evaluation of the City's existing impact fees, as well as to identify opportunities for new impact fees that the City may wish to consider.

Based on our review of the City's Development Fees for Fiscal Year 2022-23, and discussions related to the RFP requirements to date, the following is a list of the City's existing impact fees that will be included in the scope of services:

Update of Existing Impact Fees

- Park Development Impact Fees, including both Park Land Acquisition and Park Improvement components.
- Overhead Utility Conversion Fees, though technically not an impact fee but rather an in-lieu fee
- Traffic Impact Fees, to include the Citywide Development Fees for Street Improvements. To calculate traffic impact fees on the basis of Vehicle Miles Traveled (VMT), we would need data on trip lengths by land use type for the City.

Opportunities for New Impact Fees

- General Government facilities for City Hall, corporation yard, and other types of similar general support facilities, vehicles, and equipment needed to serve development.
- Public Safety facilities for police and fire facilities, apparatus, vehicles, and equipment.
- Library buildings and collection materials.
- Community facilities such as recreation centers, community centers, etc.

The following sub-tasks represent the typical requirements of an impact fee study and can be customized to meet the specific needs of this project.

TASK 4.1 KICKOFF MEETING

To kickoff this study, the NBS project team will attend a kickoff meeting with key City staff and carry out other activities required to initiate the study, including:

- Discuss the goals, work plan and schedule for the project.
- Establish coordination, communication, and reporting procedures.
- Evaluate available information resources.
- Review the existing impact fee program and identify any issues.
- Become familiar with the City's geography, development patterns, growth potential and existing facilities.

TASK 4.2 CONDUCT COMPARATIVE IMPACT FEE SURVEY

Conducting this comparison in the beginning phase of the project will assist in identifying regional approaches to structuring and charging impact fees, as well as any opportunities for impact fees the City is not currently charging. Although an "apples to apples" comparison of cost recovery policy and fee structures between agencies is challenging, a comparison can also ensure a smoother implementation process.

We will apply our years of industry expertise comparing similar impact fees in up to five (5) neighboring and comparable communities. A list of communities will be selected and approved by City staff. We will download their respective fee schedules and supporting studies from the Internet. If schedules and supporting studies are not available on the Internet, we will make a reasonable attempt to contact the agency to obtain that information.

We will then compile a comparison of the following information:

- Impact Fee program fee categories and amounts, for the most readily comparable fee items that match impact fee categories proposed to be evaluated by this Study.
- Impact fees charged by other agencies in addition to those to be evaluated by this Study, including fees for housing, art in public places, school fees, etc., except for utility related impact fee information for water and sewer

TASK 4.3 COMPILE DATA ON EXISTING AND FUTURE DEVELOPMENT

In this task, the project team will collect, review, organize and analyze data on existing and future development in the City and compile it in a form useful for this study. Steps in that process may include:

- Establish boundaries of the study area to be used in the analysis (e.g., existing City vs. sphere of influence).
- Establish the planning horizon for future development to be addressed in this study (either buildout or a specific target date).
- Define the breakdown of development types for which impact fees will be calculated in the study.
- Analyze available land use data to establish a baseline of existing development and a forecast of future development by land use type. To a significant extent, this process depends on data to be provided by the City.
- Identify demand variables and specific demand factors that can be used to represent the impact of development in the impact fee model.
- Prepare development data tables to incorporate into the fee calculation model and the study report.

The City will receive a draft Memorandum outlining initial development data gathered and have a chance to review, discuss, and refine this information with the NBS project team.

TASK 4.4 FACILITY NEEDS ANALYSIS

Using forecasts of future development from Task 4.3, the project team will review the Capital Improvement Program, facility master plans and engineering studies, and work with staff to identify new facilities, facility expansions, vehicles and equipment needed to serve future development. Steps in that process will include the following:

- Review adopted level-of-service standards and actual service levels for relevant facility types as well as Capital Improvement Plan (CIP) projects and costs.
- Work with City staff to identify the operative level-of-service standard to be used in the impact fee analysis for each facility type.

- Identify any existing deficiencies or available capacity relative to the selected level of service standard for each type of facility.
- Project the additional service demand that will be created by new development, based on selected service levels.
- Translate service demand into facility needs by facility type.
- Compile cost estimates for relevant facilities and other assets.
- Identify costs eligible for impact fee funding.

TASK 4.5 IMPACT FEE ANALYSIS

Using the information developed in previous tasks, the project team will conduct the impact fee analysis and build a spreadsheet model to calculate impact fees by land use type for each type of facility addressed in the study. That process typically includes these steps:

- Work with City staff to define appropriate fee calculation methods for each of the facilities addressed in this study.
- Construct a spreadsheet-based fee calculation model incorporating data on existing and future development, demand factors and eligible facility costs.
- Specify formulas in the model to allocate facility costs in proportion to the impact of new development by land use type.
- Calculate a cost per unit of service for each facility type.
- Convert the cost per unit of service into a schedule of impact fees per unit of development, by development type.
- Project potential revenue from the proposed impact fees.

TASK 4.6 DRAFT AND FINAL STUDY REPORTS

The impact fee study report will explain the data, methodology, formulas and assumptions used in the fee calculations and document the nexus between the proposed fees and the impacts of development for each type of impact fee calculated in the study. The report will also propose findings to satisfy the requirements in Section 66001 of the Mitigation Fee Act regarding the purpose of the fees, the use of the fees, and the reasonable relationship between the fees and development.

As the study progresses, the project team will submit preliminary drafts of portions of the study report for review and comment by City staff. Once all sections are in draft form, an administrative draft of the entire study report, incorporating any previous staff comments, will be submitted and reviewed with City staff. Then a final draft document will be prepared for the City Council and public review. If necessary, additional changes will be incorporated into the final study report.

The study report will include the following components:

- An Executive Summary including summary impact fee tables.
- A chapter discussing the legal framework and methods used to calculate the fees.
- A chapter presenting data on existing and future development in the study area and the factors used to quantify the impacts of development on individual facility types.
- A separate chapter for each impact fee presenting the data and methodology used in the analysis, a detailed explanation of the impact fee

calculations, and documentation of the nexus between the impact fees and development.

- A chapter on implementation recommendations, covering steps needed to comply with the Mitigation Fee Act through proper administration of the impact fees.

Deliverables include: (1) Preliminary chapter drafts; (2) a complete draft report for staff review; (3) a final draft report for City Council and public review; (4) the final report. All deliverables will be submitted in electronic pdf format. At the conclusion of the study, NBS will provide the City with the final report in Word format and the impact fee model in Excel format.

Task 5: Meetings and Presentations

MEETINGS AND PRESENTATIONS

In general, we have assumed all meetings with staff for purposes of developing the final findings and reports for each work plan above will be conducted remotely. We have the tools to accomplish all aspects of the project's work plan remotely from NBS offices. We utilize video conferencing, email, and telephone to coordinate on the project and review deliverables in an effective manner.

At the implementation stage of the project, we are available to present the Study's outcomes to the City Council. In this presentation, NBS will review the study process, present study results and recommendations, receive input and guidance on the direction of the study, and answer questions. We will prepare a PowerPoint presentation for these meetings which will include visual aids, graphics, charts, and additional worksheets or handouts. We have assumed a total of four (4) meetings for each phase of the project as follows:

- Cost Allocation Plan/User Fee Study: two (2) remotely conducted or in-person site visits for presentation of the study results.
- Development Impact Fee Study: two (2) remotely conducted or in-person site visits for presentation of the study results.

We have also included sufficient professional time in this area of the project budget to attend several small group Council meetings as needed in a remotely conducted setting.

CITY'S RESPONSIBILITIES

The City shall furnish NBS with any pertinent information that is available to City and applicable to the Services. The City shall designate a person to act with authority on its behalf in respect to the Services. The City shall promptly respond to NBS' requests for reviews and approvals of its work, and to its requests for decisions related to the Services. City understands and agrees that NBS is entitled to rely on all information, data and documents (collectively, "Information") supplied to NBS by City or any of its agents, contractors or proxies or obtained by NBS from other usual and customary sources including other government sources or proxies as being accurate and correct and NBS will have no obligation to confirm that such Information is correct and that NBS will have no liability to City or any third party if such Information is not correct.

SCHEDULE

City of San Leandro									
Proposed Project Timeline									
ACTIVITY	Nov 2022	Dec 2022	Jan 2023	Feb 2023	Mar 2023	Apr 2023	May 2023	Jun 2023	Jul 2023
Task 1: Project Commencement									
1.1 - Project Commencement									
Task 2: Cost Allocation Plan									
2.1 - Indirect Cost Centers and Allocation Factors									
2.2 - Draft of Outcomes									
2.3 - Documentation									
Task 3: Comprehensive User Fee Study									
3.1 - Data Collection									
3.2 - Fee Structure Review									
3.3 - Facilitated Data Collection									
3.4 - Cost of Service Analysis									
3.5 - Draft Review and Revision									
3.6 - Fee Comparison									
3.7 - Recommended Pricing Review									
3.8 - Final Report									
3.9 - Training								tbd by City	
Task 4: Development Impact Fee Study									
4.1 - Kick Off Meeting/Project Initiation									
4.2 - Compile Development Data									
4.3 - Facility Needs Analysis									
4.4 - Impact Fee Analysis									
4.5 - Comparison Survey									
4.6 - Draft and Final Reports									
Task 5: Meetings and Presentations									
Meetings with Staff During Project									
Presentations to Council/Stakeholders	tbd by City								

EXHIBIT B**COMPENSATION FOR SERVICES**

Our professional fees are based on our understanding of the City's needs and the effort we believe is necessary to complete the scope of services/task plan described. We express this honestly and transparently through our price proposal.

Work will be performed on a time and materials basis at the hourly labor rates shown in the table below. Travel costs such as mileage, flights, hotels, and per-diem meals for in-person meetings will be charged separately.

Title	Hourly Rate
Project Manager	\$210
Impact Fee Specialist	\$150
NBS Consultants/Project Analyst	\$140

Our maximum not to exceed pricing for each project requested by the City is shown in the table on the following page, including a breakdown of professional fees by work plan task, hourly rate, and classification of personnel. At the City's request, we have also included a contingency budget for additional project needs that may arise along the way. The contingency budget would only be utilized upon approval by the City's project manager of a written scope of services.

INVOICING

We invoice on a monthly basis, following recorded consultant time on the project, paralleling our completion of the work. At no time will we invoice for charges in excess of the fee to which the City and NBS mutually agree. Should the City specifically request additional services beyond those described in this document, we will discuss those requests and associated costs at that later time and only invoice for additional fees upon separate written authorization from the City.

PROJECT COST DETAIL City of San Leandro	NBS Consultant Labor (Hours)			Grand Totals	
	Project Manager (Kissam)	Impact Fee Specialist/ NBS Eng. Consultant	NBS Consultants/ Project Analyst	Consultant Labor (Hours)	Consultant Costs (\$)
Task Plan					
Hourly Rate	\$210	\$150	\$140		
Cost Allocation Plan, User Fee Study, and Development Impact Fee Study					
Task 1: Project Commencement	4.0	4.0	4.0	12.0	\$ 2,000
Task 2: Cost Allocation Plan					
2.1 - Indirect Cost Centers and Allocation Factors	12.0	-	24.0	36.0	5,880
2.2 - Draft of Outcomes	8.0	-	24.0	32.0	5,040
2.3 - Final Documentation	4.0	-	20.0	24.0	3,640
Subtotal Task 2	24.0	-	68.0	92.0	\$ 14,560
Task 3: Comprehensive User Fee Study					
3.1 - Data Collection	<i>included above</i>				
3.2 - Fee Structure Review	24.0	-	36.0	60.0	\$ 10,080
3.3 - Facilitated Data Collection	8.0	-	48.0	56.0	8,400
3.4 - Cost of Service Analysis	12.0	-	24.0	36.0	5,880
3.5 - Draft Review and Revision	12.0	-	20.0	32.0	5,320
3.6 - Fee Comparison	4.0	-	24.0	28.0	4,200
3.7 - Recommended Pricing Review	4.0	-	8.0	12.0	1,960
3.8 - Final Report	6.0	-	16.0	22.0	3,500
Subtotal Task 3	70.0	-	176.0	246.0	\$ 39,340
Task 4: Development Impact Fee Study					
4.1 - Kick Off Meeting	2.0	4.0	-	6.0	\$ 1,020
4.2 - Comparative Impact Fee Survey	16.0	8.0	16.0	40.0	6,800
4.3 - Compile Development Data	16.0	32.0	-	48.0	8,160
4.4 - Facility Needs Analysis	18.0	56.0	-	74.0	12,180
4.5 - Impact Fee Analysis	16.0	60.0	-	76.0	12,360
4.6 - Draft and Final Reports	16.0	52.0	16.0	84.0	13,400
Subtotal Task 4	84.0	212.0	32.0	328.0	\$ 53,920
Task 5: Meetings and Presentations					
Virtual Meetings with City Staff - all tasks above	<i>included above</i>				
Implementation Presentations/Meetings					
Work Plans 2 and 3	24.0	-	8.0	32.0	6,160
Work Plan 4	16.0	16.0	4.0	36.0	6,320
Travel Budget (as needed)					5,000
Subtotal Task 5	40.0	16.0	12.0	68.0	\$ 17,480
Travel (as needed and not to exceed)					\$ 3,000
SUBTOTAL ALL TASKS	222.0	232.0	292.0	746.0	\$ 130,300
CONTINGENCY					\$ 19,500
TOTAL ALL TASKS					\$ 149,800

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 sole 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.

Consultant shall also indemnify, defend and hold harmless the City from all suits or claims for infringement of any patent rights, copyrights, trade secrets, trade names, trademarks, service marks, or any other proprietary rights of any person or persons because of the City or any of its officers, employees, volunteers, or agents use of articles, products things, or services supplied in the performance of Consultant's services under this Agreement, however, the cost to defend charged to Consultant shall not exceed Consultant's proportionate percentage fault.

EXHIBIT D

The novel coronavirus (“COVID-19”) has been declared a worldwide pandemic by the World Health Organization. The City of San Leandro is currently in a local emergency and state of emergency due to the COVID-19 pandemic.

COVID-19 is extremely contagious, and is believed to spread mainly from person-to-person contact, through touched surfaces, and in airborne particles. As a result, federal, state, and local governments, including the City of San Leandro, and federal, state, county, and local health agencies recommend social distancing and additional cleaning protocols to limit the spread of the disease. The City has taken steps and put in place preventative measures recommended by federal, state, and local health agencies to reduce the spread of COVID-19. These measures include steps each person must take to prevent the spread of COVID-19 and include, but are not limited to, requiring face coverings, frequent hand washing and/or use of hand sanitizer, social distancing where possible, limiting of person-to-person contact, frequent cleanings of high-touch surfaces, and avoiding entering any building if they have COVID-19 symptoms.

Consultant shall obey all local orders and abide by all applicable preventative measures recommended by federal, state, county, and local health agencies and any preventative measures specifically implemented by the City. Consultant agrees that when entering any City buildings, Consultant will follow all COVID-19 related signage, wear a face covering, follow all social distancing protocols, and abide by any other COVID-19 preventative measure that are in place when performing the services described in this Agreement. Consultant shall also adhere to any subsequently communicated COVID-19 preventative measures as directed by City staff. The COVID-19 preventative measures are subject to change over time, and Consultant shall maintain knowledge of and adhere to the current COVID-19 preventative measures when interacting with City employees, officials, volunteers, agents, and representatives, and when entering City buildings.

EXHIBIT E

PROVISIONS REQUIRED FOR PUBLIC WORKS CONTRACTS PURSUANT TO CALIFORNIA LABOR CODE SECTION 1720 *ET SEQ.*

HOURS OF WORK:

- A. In accordance with California Labor Code Section 1810, 8 hours of labor in performance of the services described in Exhibit A shall constitute a legal day's work under this contract.
- B. In accordance with California Labor Code Section 1811, the time of service of any worker employed in performance of the services described in Exhibit A is limited to 8 hours during any one calendar day, and 40 hours during any one calendar week, except in accordance with California Labor Code Section 1815, which provides that work in excess of 8 hours during any one calendar day and 40 hours during any one calendar week is permitted upon compensation for all hours worked in excess of 8 hours during any one calendar day and 40 hours during any one calendar week at not less than one-and-one-half times the basic rate of pay.
- C. The Consultant and its subcontractors shall forfeit as a penalty to the City \$25 for each worker employed in the performance of the services described in Exhibit A for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day, or more than 40 hours in any one calendar week, in violation of the provisions of California Labor Code Section 1810 and following.

WAGES:

- A. In accordance with California Labor Code Section 1773.2, the City has determined the general prevailing wages in the locality in which the services described in Exhibit A are to be performed for each craft or type of work needed to be as published by the State of California Department of Industrial Relations, Division of Labor Statistics and Research, a copy of which is on file in the City Public Works Office and shall be made available on request. The Consultant and subcontractors engaged in the performance of the services described in Exhibit A shall pay no less than these rates to all persons engaged in performance of the services described in Exhibit A.
- B. In accordance with California Labor Code Section 1775, the Consultant and any subcontractors engaged in performance of the services described in Exhibit A shall comply with California Labor Code Section 1775, which establishes a penalty for each worker engaged in the performance of the services described in Exhibit A that the Consultant or any subcontractor pays less than the specified prevailing wage. The amount of such penalty shall be determined by the Labor Commissioner and shall be based on consideration of the mistake, inadvertence, or neglect of the Consultant or subcontractor in failing to pay the correct rate of prevailing wages, or the previous record of the Consultant or subcontractor in meeting applicable prevailing wage obligations, or the willful failure by the Consultant or subcontractor to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages is not excusable if the Consultant or subcontractor had knowledge of their

obligations under the California Labor Code. The Consultant or subcontractor shall pay the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate. If a subcontractor worker engaged in performance of the services described in Exhibit A is not paid the general prevailing per diem wages by the subcontractor, the Consultant is not liable for any penalties therefore unless the Consultant had knowledge of that failure or unless the Consultant fails to comply with all of the following requirements:

1. The contract executed between the Consultant and the subcontractor for the performance of part of the services described in Exhibit A shall include a copy of the provisions of California Labor Code Sections 1771, 1775, 1776, 1777.5, 1813, and 1815.
 2. The Consultant shall monitor payment of the specified general prevailing rate of per diem wages by the subcontractor by periodic review of the subcontractor's certified payroll records.
 3. Upon becoming aware of a subcontractor's failure to pay the specified prevailing rate of wages, the Consultant shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for performance of the services described in Exhibit A.
 4. Prior to making final payment to the subcontractor, the Consultant shall obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages for employees engaged in the performance of the services described in Exhibit A and any amounts due pursuant to California Labor Code Section 1813.
- C. In accordance with California Labor Code Section 1776, the Consultant and each subcontractor engaged in performance of the services described in Exhibit A shall keep accurate payroll records showing the name, address, social security number, work, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed in performance of the services described in Exhibit A. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:
1. The information contained in the payroll record is true and correct.
 2. The employer has complied with the requirements of California Labor Code Sections 1771, 1811, and 1815 for any work performed by the employer's employees on the public works project.

The payroll records required pursuant to California Labor Code Section 1776 shall be certified and shall be submitted directly to the Labor Commission, and available for inspection by the Owner and its authorized representatives, the Division of Labor Standards Enforcement, the

Division of Apprenticeship Standards of the Department of Industrial Relations and shall otherwise be available for inspection in accordance with California Labor Code Section 1776.

- D. In accordance with California Labor Code Section 1777.5, the Consultant, on behalf of the Consultant and any subcontractors engaged in performance of the services described in Exhibit A, shall be responsible for ensuring compliance with California Labor Code Section 1777.5 governing employment and payment of apprentices on public works contracts.
- E. In case it becomes necessary for the Consultant or any subcontractor engaged in performance of the services described in Exhibit A to employ for the services described in Exhibit A any person in a trade or occupation (except executive, supervisory, administrative, clerical, or other non manual workers as such) for which no minimum wage rate has been determined by the Director of the Department of Industrial Relations, the Consultant or subcontractor shall pay the minimum rate of wages specified therein for the classification which most nearly corresponds to services described in Exhibit A to be performed by that person. The minimum rate thus furnished shall be applicable as a minimum for such trade or occupation from the time of the initial employment of the person affected and during the continuance of such employment.

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