

Agreement Number:  
424000074

1. This Agreement is entered into between the City of Stockton ("City") and Baker Tilly ("Contractor") to provide CalPERS Support and Implementation as set forth in Exhibit A to this Agreement.

2. The term of this Agreement is as follows, unless amended as described in Exhibit A and Exhibit C section 8:  
Commences on: 9/1/2023 Terminates on: 12/31/2024

3. The maximum not to exceed amount to be paid to Contractor for the term of this Agreement, including if authorized, reimbursement of expenses, is: \$ 58,000

4. The complete Agreement consists of all the following Agreement documents which by reference are incorporated and made a part of this Agreement. The parties agree to comply with the terms and conditions of this Agreement.

- (a) Exhibit A - Statement of Work
- (b) Exhibit B - Insurance
- (c) Exhibit C - General Terms and Conditions
- (d) Exhibit D - Professional Services Special Terms & Conditions
- (e) Exhibit E - Compensation Schedule
- (f) Exhibit F - Timeline

**IN WITNESS WHEREOF, the authorized parties have executed this Agreement.**

**CONTRACTOR**

Baker Tilly US, LLP

Contractor's Name (if other than an individual, state whether a corporation, partnership, etc.):

8/17/23

Authorized Signature

Date

Carol Jacobs, Managing Director

Printed Name and Title of Person Signing

18500 Von Karman Ave, 10th Floor, Irvine, CA 92612

Address

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CITY OF STOCKTON

ATTEST:

*[Handwritten Signature]*

Eliza G arza, City Clerk



APPROVED AS TO FORM:  
Lori Asuncion, City Attorney

BY:

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**EXHIBIT A**  
**STATEMENT OF WORK**

**1. Project Objectives**

To provide the City with payroll system implementation support that will focus on the setup of the payroll system, to ensure proper calculations and contributions are being made.

**2. Project Scope**

A new financial system brings with it additional challenges, and staff turnover can add to the need for documentation of processes and additional training.

This project includes interviews with management, finance, and payroll team members; reviewing existing memoranda of understanding and personnel rules that may influence the types of pay subject to CalPERS reporting; analyzing the Tyler Munis system setup for payroll calculations, with a focus on pay codes that are subject to being included as wages subject to retirement benefits ("PERSable pay"); and analyzing payroll data from the date of implementation of Tyler Munis to date, to determine any changes that will be necessary in CalPERS reporting.

Additional information can be found in the attached proposal - Attachment A.

**3. Specifications**

Please see the project "Work Plan" outlined on pages 2-4 of Attachment A.

**4. Major Deliverables**

Please see the project "Work Plan" outlined on pages 2-4 of Attachment A.

**5. Tasks That Support the Deliverables**

Please see the project "Work Plan" outlined on pages 2-4 of Attachment A.

**6. Internal and External Standards and Guidelines**

All work product will be in accordance with state and local employment practices.

Additional information can be found in Attachment A - Activity 4.

7. **Criteria of Acceptance for Deliverables**

The City will receive a summary report of contractor's findings, contractor will prepare and provide the city with a "user's manual" and process maps.

Additional information can be found in Attachment A - Activity 5 and Optional Activity A.

8. **Notices**

Pursuant to Exhibit C - General Terms and Conditions, Paragraph 15 - Notices, the mailing address for all required notices is as follows:

**Contractor:** Baker Tilly  
Attn: Carol Jacobs  
18500 Von Karman Ave, 10th Fl.  
Irvine, CA 92612

**City:** City of Stockton  
Attn: City Manager  
425 N. El Dorado Street  
Stockton, CA 95202

9. **Key Personnel**

Baker Tilly

- Carol Jacobs, Managing Director
- Steve Toler, Project Director

City of Stockton

- Jay Kapoor, Deputy City Manager
- Kim Trammel, Chief Financial Officer
- Rosemary Rivas, Director of Human Resources

10. **Option to Renew.**

The term of the Agreement may be extended "**as needed**" by a written amendment executed by both parties. However, the total term of the Agreement including the extended term shall not exceed **2** years.



July 24, 2023

Mr. Jay Kapoor  
Deputy City Manager  
City of Stockton  
425 N. El Dorado St.  
Stockton, CA 95202

Baker Tilly US, LLP  
18500 Von Karman Ave., 10<sup>th</sup> Floor  
Irvine, CA 92612  
+1 (949) 809 5588  
bakertilly.com

*Delivered electronically*

Dear Mr. Kapoor:

It was a pleasure meeting you and your team on July 17, 2023, to discuss your new payroll system and the need to ensure your calculations are correct and that staff have appropriate training. A new financial system brings with it additional challenges, and staff turnover can add to the need for documentation of processes and additional training.

Based on our conversation, we propose to provide the City with payroll system implementation support that will focus on the setup of the payroll system, to ensure the proper calculations are being made specifically for the California Public Employees Retirement System (CalPERS) pension reporting. Key activities for this project include interviews with you, finance, and payroll team members; reviewing existing memoranda of understanding and personnel rules that may influence the types of pay subject to CalPERS reporting; analyzing the Tyler Munis system setup for payroll calculations, with a focus on pay codes that are subject to being included as wages subject to retirement benefits ("PERSable pay"); and analyzing payroll data from the date of implementation of Tyler Munis to date, to determine any changes that will be necessary in CalPERS reporting.

## About Baker Tilly

### Celebrating more than 90 years serving our valued clients

As a future-looking firm, we celebrate more than 90 years in the marketplace by honoring our roots and continuing to shape our future. As we help our clients identify new needs and opportunities, we innovate and change to work better.



Our roots took hold in 1931 in Waterloo, Wisconsin, where we began as a public accounting firm specializing in canning factory audits. Since that time, we have grown with more than 40 different business combinations, each with its own rich history, expanding our presence coast to coast ~~and globally, and expanding our scope across industries, services and areas of expertise.~~ One thing has not changed over time: **our shared passion for enhancing the services our clients deliver.**

State and local government is a complex, unique environment shaped by fiscal, regulatory and operational considerations not found in other industries. We recognize this complexity, and we are eager to serve as a truly valued advisor to the public sector. Nationwide, our state and local government practice serves nearly 4,000 state and local governmental entities, including municipalities, special districts, counties, public utilities, school districts and transit.

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## Celebrating our recent combination with Management Partners

In October 2022, Management Partners combined with Baker Tilly to create a premier public sector consulting practice. To continue serving and improving communities, local leaders need trusted consultants to help navigate change. This combination adds a unique and significant layer of experience to Baker Tilly's robust public sector practice. Our project team members are former local government leaders and managers stemming from all operational facets.



### OUR COMBINED SERVICES INCLUDE:

- Executive Recruitment
- Executive Coaching
- Executive Performance Assessment
- Organization Assessments
- Organization Development
- Performance Management
- Process Improvement
- Strategic and Business Planning
- Service Sharing and Service Consolidation
- Management Services
- Financial Planning, Budgeting and Analysis

## Understanding of the Engagement and Approach

We understand that effective January 1, 2023, the City moved its payroll system to Tyler Munis. As with any new technology system implementation, staff must learn about the new system, and understand its functionality and how it operates, to ensure payroll calculations are correct. Training manuals are key to providing staff with the tools they need to successfully provide payroll services. City leaders are concerned that payroll is not properly set up to accurately report PERSable pay and meet other CalPERS reporting requirements.

CalPERS is expected to be on site shortly to provide the City with additional compliance training, to help address retirement reporting issues that have come up in prior reviews which the City has begun to address. Part of that compliance is to ensure the payroll system is properly set up to accurately calculate reportable pay to CalPERS each pay period.

The City has requested our assistance to independently review the set-up of the Tyler Munis system and to provide recommendations on improving the set-up and payroll reporting, to ensure compliance with CalPERS requirements. Baker Tilly will work with payroll staff to review the Tyler Munis financial system toward this end and train staff on the proper use of the system and reporting features.

## Work Plan

Baker Tilly will begin this project with a careful learning phase, starting with a planning meeting with you and the appropriate finance staff, which collectively will comprise the Project Team. During this meeting, we will work with you to ensure the plan of work and schedule are precisely tailored to your needs. Throughout the project, we will keep you informed of our progress, observations, and initial recommendations.

The project start-up activity forms the foundation of the relationship between Baker Tilly's team and the City of Stockton. We know that the work associated with this payroll review is in addition to the normal work of the organization. Our goal is to integrate our activities in a manner that is thoughtful and minimizes disruption to the City's operations. However, the cooperation of staff in providing requested data and giving meaningful feedback is crucial to a successful project.

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We will provide a document request prior to this meeting and will review the material collected by staff to identify any other data needs.

## **Activity 2 - Gather and review background information**

Next, Baker Tilly will gather and review background information and conduct initial interviews as described below.

- ***Gather and review background material.*** To develop an informed understanding of the issues surrounding the payroll function we will ask for relevant background information including:
  - CalPERS retirement plan contracts affecting represented and unrepresented employees;
  - Memoranda of Understanding and/or compensation and benefits plans with all represented and unrepresented labor groups, including any pay plans impacting part-time staff;
  - Personnel rules and any related municipal codes that may impact employee compensation and benefits;
  - Correspondence/reports from CalPERS regarding issues with payroll calculations for current employees, retirees, and soon-to-be retirees;
  - Any annual comprehensive financial report (ACFR) audit findings related to the payroll function;
  - Calculations used to prepare personnel costs as part of the annual budget process with detailed payroll projections for all employees;
  - Sample reports that are produced with each payroll cycle and any monthly and/or quarterly reports that are generated, with a particular focus on reports relative to CalPERS retirement withholdings and employer contributions; and
  - Any other data or information that will inform the analysis of CalPERS retirement calculations.
- ***Conduct initial interviews.*** We will conduct up to five (5) initial interviews via videoconference with payroll and finance staff to understand existing payroll processes and the procedures used in implementing Tyler Munis for payroll reporting.

## **Activity 3 - Conduct on-site visits with payroll staff and review Tyler Munis configuration and use**

Baker Tilly will conduct a series of two (2) onsite visits, encompassing four (4) days, with payroll staff and others to review the current configuration of the Tyler Munis payroll system and to review how payroll is processed. At least one of these visits will occur during the processing of payroll. Our visits will focus on the following payroll processes:

- Payroll configuration changes (new classifications/pay plans, new/revised additional pays, uniform allowance, PERSable pay codes, deferred compensation);
- Setup for new employees, including any differences for Classic vs. PEPRA members;
- Personnel changes from personnel action forms (promotions, demotions, new classifications, add pays, certifications, uniform allowance, step increases, other changes);
- Leaves of absence (paid and unpaid time off, medical leave, workers compensation);
- Benefit elections (open enrollment, other benefit changes);
- Overtime compensation (earned and paid);
- Separation of employment (resignations, terminations, death);
- Retirement processing (normal, disability); and
- Other payroll changes or processes impacting PERSable compensation and benefits.

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During our visit, we will also review the implementation of the Tyler Munis payroll system. We will review how pay codes that have an impact on PERSable pay, CalPERS withholdings, and calculations impacting the normal rate contributions were established. We will also review how the City handles calculations and payments relative to the fixed contribution toward the unfunded actuarial liability (UAL) for the year. Finally, we will review how the CalPERS upload files were developed and are being created for each payroll period.

At the conclusion of each site visit (or immediately thereafter), we will meet with the Project Team to summarize what we learned and clarify questions that came up because of our work.

#### **Activity 4 - Conduct analysis**

Taking the information we learn in Activities 2 and 3, we will conduct our analysis to inform recommendations on how to improve the setup of the Tyler Munis system. Our recommendations will focus on ways to improve the accuracy of CalPERS data regarding PERSable pay, employee withholdings, employer normal cost contributions, UAL payments, and the various data points that CalPERS requires in the pay period reports.

As part of our analysis, we will request a download of payroll data for each payroll period from the date of Tyler Munis implementation to the most current payroll at the time of our field work. We will use this data to analyze any potential inaccuracies in the calculations of CalPERS data elements and summarize the analysis for discussion with the Project Team.

We will also identify key processes that inform the preparation of a user's manual for payroll staff to use in making changes to the payroll system and handling payroll processing changes relative to CalPERS-related compensation and benefits calculations.

We will check in with the Project Team to discuss any significant issues that require additional analysis to inform our recommendations.

#### **Activity 5 - Report results and prepare user's manual**

We will prepare a draft memorandum that summarizes the results of our work and our preliminary recommendations. We will review this draft memorandum with the Project Team. The recommendations made remain the responsibility of Baker Tilly. However, we find it helpful to review our preliminary recommendations with the Project Team, to clarify any misunderstandings or anything that might necessitate additional analysis to refine our recommendations. After we receive the Project Team's feedback, we will finalize the memorandum.

Concurrent with developing the memorandum, we will also develop a CalPERS payroll calculations and reporting user's manual for staff that can be used as both a reference document and training guide. In drafting the manual, we will review a proposed outline with the Project Team, to determine that the manual will include the necessary elements to inform payroll users in processing CalPERS-related compensation and benefits calculations and reports. We will then begin to create the user's manual content based on the approved outline. We will then review the draft manual with you and finalize it based on your feedback.

#### **Optional Activity A - Prepare process maps for payroll process**

In our experience, some agencies find that process maps that depicts the workflows of business processes are helpful in demonstrating what happens from one step to another, where bottlenecks occur, and where future improvements can be made. If desired, we would conduct the following:

- Facilitate a process mapping session with payroll staff during Activity 3 focused on the CalPERS payroll processing and reporting elements of the entire payroll process; and

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- Incorporate recommendations based on the session and our analysis and develop "to-be" process maps that portray the proposed workflows.

Once we have the draft process maps prepared, we will review them with the payroll staff and the Project Team to ensure the steps we have identified are accurate, and then finalize them.

## Our Qualifications

We have a strong project team that is qualified to complete this work for Stockton. Steve Toler will serve as project director. He will oversee the substantive work of the project and will serve as the primary subject matter expert. He will be supported by Jessica Oliphant. Brief qualifications for Steve and Jessica are provided below.

### ENGAGEMENT TEAM FOR CITY OF STOCKTON



**Steve Toler - Director**

***Project role: Engagement leader; Subject matter specialist***

- Steve joined the firm in 2015 after spending nearly 20 years in local government public service working for the cities of Foster City, Cupertino and Millbrae.
- He has served in management positions ranging from assistant city manager to information technology manager.
- Steve has skills and knowledge in a wide range of areas including budgeting and revenue forecasting, financial management and reporting, accounting, payroll administration, CalPERS reporting, labor relations and negotiations, organizational development and training, purchasing, information technology management, water and wastewater rate modeling, regional shared services planning, business continuity planning, risk management, economic development and redevelopment, tax ballot measures, and public engagement.



**Jessica Oliphant - Consultant**

***Project role: Research and financial analyst***

- Experienced in many facets of local government management, including budget preparation and analysis, process improvement, community engagement, and understanding the fiscal impacts of policy changes.
- Served as a budget analyst in the Finance Department of the City of Kansas City, Missouri and was a Caackioghham-Nall City Manager Fellow in Kansas City's City Manager's Office. Duties included analyzing large fiscal datasets, developing fixed cost rates, analyzing historical budget trends, and improving the process of applying to the City's Board and Commissions.
- Won an All-America City award based on her research of innovative programs in response to the Covid-19 pandemic.
- Also served in the AmeriCorps VISTA program, as a research assistant examining management techniques, and as an intern in the ACLU's Women's Rights Project.

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**ENGAGEMENT TEAM FOR CITY OF STOCKTON**

- Received a master's degree in public administration from New York University's Wagner Graduate School of Public Service and a Bachelor of Arts degree in public policy, also from New York University.

**Hours and Cost**

Baker Tilly proposes a not-to-exceed contract for this work of \$50,000, that will include all fees and expenses. If the optional process mapping activity is desired, it will add another \$8,000 to the cost, increasing the total not-to-exceed contract to \$58,000. The rates for our consultants assigned to this project are as follows:

Consultant	Hourly Rate
Steve Toler (Director)	\$235
Jessica Oliphant (Senior Consultant)	\$180
Peer review	\$225
Production	\$60

The ultimate test of a quality project is that the client is pleased with the results, and we are committed to achieving that goal. Please let me know if we can provide any additional information.

Sincerely,



Carol Jacobs, Managing Director  
 Baker Tilly US, LLP  
 +1 (949) 809 5588 | [carol.jacobs@bakertilly.com](mailto:carol.jacobs@bakertilly.com)

Accepted for the City of Stockton:

Name: Ha

Title: HARRY BLACK, CITY MANAGER

Date: AUGUST 16, 2023

The information provided here is of a general nature and is not intended to address the specific circumstances of any individual or entity. In specific circumstances, the services of a professional should be sought. © 2023 Baker Tilly US, LLP.

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**Exhibit B:**  
**Insurance Requirements for Professional Services**

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

**MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.

3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit no less than **\$1,000,000** per accident for bodily injury or disease.

**{Not required if consultant provides written verification it has no employees}**

4. **Professional Liability/Errors and Omissions** insurance appropriate to the Consultant's profession, with limit no less than **\$1,000,000** per occurrence or claim, **\$1,000,000** aggregate.

If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the City of Stockton requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City of Stockton.

**Other Insurance Provisions**

The insurance policies are to contain, or be endorsed to contain, the following provisions:

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***Additional Insured Status***

The City of Stockton, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used). Additional insured Name of Organization shall read "City of Stockton, its officers, officials, employees, and volunteers." Policy shall cover City of Stockton, its officers, officials, employees, and volunteers for all locations work is done under this contract.

***Primary Coverage***

For any claims related to this contract, the **Contractor's insurance coverage shall be primary and non-contributory** and at least as broad as ISO CG 20 01 04 13 as respects the City of Stockton, its officers, officials, employees, and volunteers. Any insurance or self insurance maintained by the City of Stockton, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies. The City of Stockton does not accept endorsements limiting the Contractor's insurance coverage to the sole negligence of the Named Insured.

***Umbrella or Excess Policy***

The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.

***Notice of cancellation***

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City of Stockton.

***Waiver of Subrogation***

Contractor hereby grants to City of Stockton a waiver of any right to subrogation which any Insurer of said Contractor may acquire against the City of Stockton by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this

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provision applies regardless of whether or not the City of Stockton has received a waiver of subrogation endorsement from the insurer.

### ***Self.-Insured Retentions***

Self-insured retentions must be declared to and approved by the City of Stockton. The City of Stockton may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City of Stockton. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds \$25,000 unless approved in writing by City of Stockton. Any and all deductibles and SIRs shall be the sole responsibility of Contractor or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. City of Stockton may deduct from any amounts otherwise due Contractor to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. City of Stockton reserves the right to obtain a copy of any policies and endorsements for verification.

### ***Acceptability of Insurers***

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City of Stockton.

### ***Claims Made Policies {Professional & Pollution only}***

If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided **for at least five {5} years after completion of the contract of work.**
3. ~~If coverage is canceled or non-renewed, and not replaced with another claims-~~  
**made policy form with a Retroactive Date prior to** the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of **five (5)** years after completion of work.

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***Verification of Coverage***

Contractor shall furnish the City of Stockton with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause **and a copy of the Declarations and Endorsements Pages of the CGL and any Excess policies listing all policy endorsements.** All certificates and endorsements and copies of the Declarations & Endorsements pages are to be received and approved by the City of Stockton before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City of Stockton reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. City of Stockton reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

***Subcontractors***

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City of Stockton is an additional insured on insurance required from subcontractors.

***Duration of Coverage***

CGL & Excess liability policies **for any construction related work, including, but not limited to, maintenance, service, or repair work,** shall continue coverage for a minimum of 5 years for Completed Operations liability coverage. Such Insurance must be maintained and evidence of insurance must be provided **for at least five {5} years after completion of the contract of work.**

***Special Risks or Circumstances***

City of Stockton reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

**Certificate Holder Address**

The address for mailing certificates, endorsements and notices shall be:

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City of Stockton  
Its Officers, Officials, Employees, and Volunteers  
400 E Main Street, 3<sup>rd</sup> Floor - HR  
Stockton, CA 95202

## EXHIBIT C

## GENERAL TERMS AND CONDITIONS

1. **Goods, Equipment and Services.** Subject to the terms and conditions set forth in this Agreement, Contractor shall provide to City the services described in Exhibit A of the Agreement. Contractor shall provide said services at the time, place and in the manner specified in Exhibit A of the Agreement.

2. **City Assistance, Facilities, Equipment and Clerical Support.** Except as set forth in Exhibit A, Contractor shall, at its sole cost and expense, furnish and maintain all facilities and equipment that may be required for furnishing services pursuant to this Agreement. If applicable, City shall furnish to Contractor only the facilities and equipment listed in Exhibit A to the Agreement.

3. **Compensation.** City shall pay Contractor for services rendered pursuant to this Agreement as described more particularly in Exhibit A and Exhibit E to the Agreement.

3.1 Invoices submitted by Contractor to City must contain a brief description of work performed, time spent and City reference number. Within thirty (30) days of receipt of Contractor's invoice, City will review invoice, and if acceptable make payment on approved invoice.

3.2 Upon completion of work and acceptance by City, Contractor shall have sixty (60) days in which to submit final invoicing for payment. An extension may be granted by City upon receiving a written request thirty (30) days in advance of said time limitation. The City shall have no obligation or liability to pay any invoice for work performed which the Contractor fails or neglects to submit within sixty (60) days, or any extension thereof granted by the City, after the work is accepted by the City.

4. **Sufficiency of Contractor's Work.** All Contractor services, work, and deliverables shall be performed in a good and workmanlike manner with due diligence in accordance with the degree of skill normally exercised by similar contractors supplying services and work of a similar nature, and in conformance with applicable laws, codes and professional standards. Contractor's work shall be adequate and sufficient to meet the purposes of this Agreement.

5. **Ownership of Work.** All reports, work product, all other documents completed or partially completed by Contractor or its approved subcontractors, in performance of this Agreement, and if applicable, drawings, designs, and plan review comments shall become the property of the City. Any and all copyrightable subject matter in all materials is hereby assigned to the City and the Contractor and its approved subcontractors agree

to execute any additional documents that may be necessary to evidence such assignment. All materials shall be delivered to the City upon completion or termination of the work under this Agreement. If any materials are lost, damaged or destroyed before final delivery to the City, the Contractor shall replace them at its own expense. Contractor and its approved subcontractors shall keep materials confidential. Materials shall not be used for purposes other than performance of services under this Agreement and shall not be disclosed to anyone not connected with these services, unless the City provides prior written consent.

**6. Timeliness.** Time is of the essence in this Agreement. Further, Contractor acknowledges that the failure of Contractor to comply with the time limits described in Exhibit A and Exhibit F may result in economic or other losses to the City.

**7. Changes.** Both parties to this Agreement understand that it may become desirable or necessary during the term of this Agreement for City to modify the scope of services provided for under this Agreement. Any material extension or change in the scope of work shall be discussed with City and the change and cost shall be memorialized in a written amendment to the original contract prior to the performance of the additional work. Until the amendment is so executed, City will not be responsible to pay any charges Contractor may incur in performing such additional services, and Contractor shall not be required to perform any such additional services.

**8. Amendment.** No variation of the terms of this Agreement shall be valid unless an amendment is made in writing and signed by both parties.

**9. Contractor's Status.**

9.1 In performing the obligations set forth in this Agreement, Contractor shall have the status of an independent contractor and Contractor shall not be considered to be an employee of the City for any purpose. All persons working for or under the direction of Contractor are its agents and employees and are not agents or employees of City. Contractor by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of City. Except as expressly provided in Exhibit A, Contractor has no authority or responsibility to exercise any rights or power vested in the City. No Contractor. It is understood by both Contractor and City that this Agreement shall not be construed or considered under any circumstances to create an employer-employee relationship or a joint venture.

9.2 Contractor shall determine the method, details and means of performing the work and services to be provided by Contractor under this Agreement. Contractor shall be responsible to City only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to City's

control with respect to the physical action or activities of Contractor in fulfillment of this Agreement. Contractor has control over the manner and means of performing the services under this Agreement. If necessary, Contractor has the responsibility for employing other persons or firms to assist Contractor in fulfilling the terms and obligations under this Agreement.

9.3 If in the performance of this Agreement any third persons are employed by Contractor, such persons shall be entirely and exclusively under the direction, supervision and control of Contractor. All terms of employment including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or requirements of law shall be determined by the Contractor.

9.4 It is further understood and agreed that Contractor must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Contractor's assigned personnel under the terms and conditions of this Agreement.

**10. Subcontractor.**

10.1 Subcontractors shall not be recognized as having any direct or contractual relationship with City. Contractor shall be responsible for the work of subcontractors, which shall be subject to the provisions of this Agreement. Subcontractors will be provided with a copy of the Agreement and be bound by its terms. Contractor is responsible to City for the acts and omissions of its subcontractors and persons directly or indirectly employed by them.

10.2 If in the performance of this Agreement any third persons are employed by Contractor, such persons shall be entirely and exclusively under the direction, supervision and control of Contractor. All terms of employment including hours, wages working conditions, discipline, hiring, and discharging or any other term of employment or requirement of law shall be determined by Contractor.

10.3 It is further understood and agreed that Contractor must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Contractor's personnel.

**11. Termination.**

11.1 Termination for Convenience of City. The City may terminate this Agreement at any time by mailing a notice in writing to Contractor. The Agreement shall then be deemed terminated, and no further work shall be performed by Contractor. If the Agreement is so terminated, the Contractor shall be paid for the work actually completed at the time the notice of termination is received.

11. 2 Should either party default in the performance of this Agreement or materially breach any of its provisions, the other party, at that party's option, may terminate this Agreement by giving written notification to the other party.

11.3 Funding- Non-Appropriation. It is mutually understood between the Parties that payment to the Contractor for performance shall be dependent upon the availability of appropriations by the City Council for the purposes of this Agreement. No legal liability on the part of the City for any payment may arise under this Agreement until funds are made available and until the Contractor has received funding availability, which will be confirmed in writing. If funding for any fiscal year is reduced or deleted, or if the City loses funding for any reason, the City, in its sole discretion, shall have the option to either (a) cause this Agreement to be canceled or terminated pursuant to applicable provisions of the Agreement; or (b) offer to amend the Agreement to reflect the reduced funding for this Agreement.

**12. Non-Assignability.** The Contractor shall not assign, sublet, or transfer this Agreement or any interest or obligation in the Agreement without the prior written consent of the City, and then only upon such terms and conditions as City may set forth in writing. Contractor shall be solely responsible for reimbursing subcontractors.

**13. Indemnity and Hold Harmless.** To the fullest extent permitted by law, Contractor shall hold harmless, defend and indemnify City of Stockton and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in this agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the City of Stockton. This obligation is independent of, and shall not in any way be limited by, the minimum insurance obligations contained in this agreement. These obligations shall survive the completion or termination of this agreement.

**14. Insurance.** During the term of this Agreement, Contractor shall maintain in full force and effect at its own cost and expense the insurance coverage as set forth in the attached Exhibit B to this Agreement and shall ~~otherDNise compty\_witb-t.i.t.r.;~~ other provisions of Exhibit B to this Agreement.

**15. Notices.** All notices herein required shall be in writing and shall be sent by certified or registered mail, postage prepaid, addressed in Exhibit A to this Agreement.

**16. Conformance to Applicable Laws.** Contractor shall comply with all applicable Federal, State, and Municipal laws, rules, and ordinances. Contractor shall not discriminate in the employment of persons or in the provision of services under this Agreement on the basis of any legally protected classification, including race, color, national origin, ancestry, sex or religion of such person.

**17. Licenses, Certifications and Permits.** Prior to the City's execution of this Agreement and prior to the Contractor's engaging in any operation or activity set forth in this Agreement, Contractor shall obtain a City of Stockton business license, which must be kept in effect during the term of this Agreement. Contractor covenants that it has obtained all certificates, licenses, permits and the like required to perform the services under this Agreement. Such licenses, certificates and permits shall be maintained in full force and effect during the term of this Agreement.

**18. Records and Audits.** Contractor shall maintain all records regarding this Agreement and the services performed for a period of three (3) years from the date that final payment is made. At any time during normal business hours, the records shall be made available to the City to inspect and audit. To the extent Contractor renders services on a time and materials basis, Contractor shall maintain complete and accurate accounting records, in a form prescribed by City or, if not prescribed by City, in accordance with generally accepted accounting principles, such records to include, but not be limited to, payroll records, attendance cards, time sheets, and job summaries.

**19. Confidentiality.** Contractor shall exercise reasonable precautions to prevent the unauthorized disclosure and use of City reports, information or conclusions.

**20. Conflicts of Interest.** Contractor covenants that other than this Agreement, Contractor has no financial interest with any official, employee or other representative of the City. Contractor and its principals do not have any financial interest in real property, sources of income or investment that would be affected in any manner of degree by the performance of Contractor's services under this Agreement. If such an interest arises, Contractor shall immediately notify the City.

**21. Waiver.** In the event either City or Contractor at any time waive any breach of this Agreement by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Agreement, whether of the same or of any other covenant, condition or obligation. No payment, partial payment, acceptance, or partial acceptance by City shall operate as a waiver on the part of City of any of its rights under this Agreement.

Agreement with venue for all claims in the Superior Court of the County of San Joaquin, Stockton Branch or, where applicable, in the Federal District Court of California, Eastern District, Sacramento Division.

**23. No Personal Liability.** No official or employee of City shall be personally liable to Contractor in the event of any default or breach by the City or for any amount due Contractor.

**24. Severability.** If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal, state or city statute, ordinance or regulation the remaining provisions of this Agreement or the application thereof shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

**25. Non-Discrimination.** During the performance of this Agreement, Contractor and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state, or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religion, color, national origin, ancestry, physical or mental disability, medical condition (including genetic characteristics), marital status, age, political affiliation, gender identity, gender expression, sex or sexual orientation, family and medical care leave, pregnancy leave, or disability leave. Contractor and its officers, employees, agents, representative or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the City's nondiscrimination policy; the Fair Employment and Housing Act (Government Code sections 12990 (et seq.); California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulation or Code of Federal Regulations. Title VI of the Civil Rights Act of 1964 requires that "no person in the United States shall, on the grounds of race, color, or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance." (42 USC Section 2000d). <http://www.dol.gov/oasam/regs/statutes/titlevi.htm>. The City requires compliance with the requirements of Title VI in all of its programs and activities regardless of funding source.

**26. Force Majeure.** Neither party shall be responsible for delays or failures in performance resulting from acts of God, acts of civil or military authority, terrorism, fire, flood, strikes, war, epidemics, pandemics, shortage of power or other acts or causes reasonably beyond the control of that party. The party experiencing the force majeure event agrees to give the other party notice promptly following the occurrence of a force majeure event, and to use diligent efforts to re-commence performance as promptly as commercially practicable.

**27. Taxes and Charges.** Contractor shall be responsible for payment of all taxes, fees, contributions or charges applicable to the conduct of the Contractor's business.

**28. Cumulative Rights.** Any specific right or remedy provided in this Agreement will not be exclusive but will be cumulative of all other rights and remedies to which may be legally entitled.

**29. Advice of Attorney.** Each party warrants and represents that in executing this Agreement, it has received independent legal advice from its attorneys or the opportunity to seek such advice.

**30. Heading Not Controlling.** Headings used in this Agreement are for reference purposes only and shall not be considered in construing this Agreement.

**31. Entire Agreement, Integration, and Modification.**

31.1 This Agreement represents the entire integrated agreement between Contractor and the City; supersedes all prior negotiations, representations, or agreements, either written or oral between the parties and may be amended only by a written Amendment signed by the Contractor and City Manager.

31.2 All Exhibits to this Agreement and this Agreement are intended to be construed as a single document.

**32. Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

**33. Authority.** The individual(s) executing this Agreement represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.

## EXHIBIT D

## PROFESSIONAL SERVICES SPECIAL TERMS AND CONDITIONS

1. **Definitions.** The following words and phrases have the following meanings for purposes of this Agreement:

1.1 "Services" means, collectively, the services, duties and responsibilities described in Exhibit A of this Agreement and any and all work necessary to complete them or carry them out fully and to the standard of performance required in this Agreement.

1.2 "Deliverable" means quantifiable goods or services that will be provided upon completion of a project. A deliverable is any tangible material, work or thing delivered by one party to the other, including associated technical documentation. A deliverable can be tangible or intangible parts of the development process, and often are specified functions or characteristics of the project.

2. **General.** The following terms and conditions are applicable for the Professional Services only. The special conditions shall be read in conjunction with the Standard Agreement, General Terms and Conditions ("GTC") Exhibit C, and all other Exhibits identified in the Standard Agreement.

2.1 Where any portion of the GTC is in conflict to or at variance with any provisions of the Special Conditions of the Agreement, then unless a different Intention stated, the provision(s) of the Special Conditions of the Agreement shall be deemed to override the provision(s) of GTC only to the extent that such conflict or variations in the Special Conditions of the Agreement are not possible of being reconciled with the provisions of the GTC.

2.2 In the case of modification of a part or provision of the GTC, the unaltered part or provision, or both shall remain in effect. The Special Conditions shall relate to a particular project and be peculiar to that project but shall not weaken the character or intent of the GTC.

3. **Time for Performance.**

3.1 Contractor shall perform, the services according to the schedule contained in Exhibit F.

3.2 Timeliness of Performance i) Contractor shall provide the Services, and Deliverables within the term and within the time limits required under this Agreement, pursuant to the provisions of Exhibit A and Exhibit F. ii) Neither Contractor nor Contractor's agents, employees nor subcontractors are entitled to any damages from the City, nor is any party entitled to be reimbursed by the City, for damages, charges or other

losses or expenses incurred by Contractor by reason of delays or hindrances in the performance of the Services, whether or not caused by the City.

#### **4. Standard of Performance**

In addition to Exhibit C, Section 4 and 17, Contractor agrees as follows:

4.1 Contractor's Services shall be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of Contractor's profession currently practicing under similar conditions. Contractor shall comply with the profession's standard of performance, applicable laws, regulations, and industry standards. By delivery of completed work, Contractor certifies that the work conforms to the requirements of this Agreement and all applicable federal, state and local laws. If Contractor is retained to perform services requiring a license, certification, registration or other similar requirement under California law, Contractor shall maintain that license, certification, registration or other similar requirement throughout the term of this Agreement.

4.2 Contractor acknowledges that it is entrusted with or has access to valuable and confidential information and records of the City and with respect to that information, Contractor agrees to be held to the standard of care of a fiduciary. Contractor shall assure that all services that require the exercise of professional skills or judgment are accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. Contractor must provide copies of any such licenses. Contractor remains responsible for the professional and technical accuracy of all Services or Deliverables furnished, whether by Contractor or its subcontractors or others on its behalf. All Deliverables must be prepared in a form and content satisfactory to the Using Agency and delivered in a timely manner consistent with the requirements of this Agreement.

4.3 If Contractor fails to comply with the foregoing standards, Contractor must perform again, at its own expense, all Services required to be re-performed as a direct or indirect result of that failure. Any review, approval, acceptance or payment for any of the Services by the City does not relieve Contractor of its responsibility for the professional skill and care and technical accuracy of its Services and Deliverables. This provision in no way limits the City's rights against Contractor either under this Agreement, at law or in equity.

#### **5. Compensation**

5.1 In addition to Section 3 Compensation in Exhibit C - GTC, the Contractor shall be compensated for the services provided under this Agreement as follows:

5.1.1 Contractor shall be compensated for services rendered and accepted under this Agreement and shall be paid monthly, in arrears on a not to exceed basis, based upon the rates set forth in Exhibit E attached hereto and made a part of this Agreement. Contractor may vary the compensation for each task in Exhibit E provided that the total project compensation listed in Exhibit E and the Standard Agreement is not exceeded.

## 6. Personnel

6.1 None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the City. Any work or services subcontracted hereunder shall be specified by written agreement and shall be subject to each provision of this Agreement. Contractor shall provide subcontractor a copy of this fully executed Agreement.

6.2 Contractor agrees to assign only competent personnel according to the reasonable and customary standards of training and experience in the relevant field to perform services under this Agreement. Failure to assign such competent personnel shall constitute grounds for termination of this Agreement. The payment made to Contractor pursuant to this Agreement shall be the full and complete compensation to which Contractor and Contractor's officers, employees, agents, and subcontractors are entitled for performance of any work under this Agreement. Neither Contractor nor Contractor's officers or employees are entitled to any salary or wages, or retirement, health, leave or other fringe benefits applicable to employees of the City. The City will not make any federal or state tax withholdings on behalf of Contractor. The City shall not be required to pay any workers' compensation insurance on behalf of Contractor. Contractor shall pay, when and as due, any and all taxes incurred as a result of Contractor's compensation hereunder, including estimated taxes, and shall provide City with proof of such payments upon request.

6.3 Key Personnel: Because of the special skills required to satisfy the requirements of this Agreement, Contractor shall not reassign or replace key personnel without the written consent of the City, which consent the City will not unreasonably withhold. "key personnel" means those job titles and the persons assigned to those positions in accordance with the provisions of this Agreement. The City may at any time in writing notify Contractor that the City will no longer accept performance of Services under this Agreement by one or more Key Personnel listed. Upon that notice Contractor shall immediately suspend the services of the key person or persons and must replace him or them in accordance with the terms of this Agreement. A list of key personnel is found in Exhibit A, Scope of Services.

7. **Reports and Information**

Contractor shall at such times and in such forms as the City may require furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters are covered by this Agreement as specified in Exhibit A and Exhibit E.

8. **Findings Confidential**

All of the reports, information, data, et cetera, prepared or assembled by the Contractor under this Agreement are confidential and the Contractor agrees that they shall not be made available to any individual or organization without the prior written approval of the City. Contractor shall not be required under the provisions of this paragraph to keep confidential any data or information which is or becomes publicly available, is required by applicable law or by proper legal or governmental authority, is already rightfully in the Contractor's possession without obligation of confidentiality, is independently developed by Contractor outside the scope of this Agreement or is rightfully obtained from third parties. Contractor shall give City prompt notice of any such legal or governmental demand and reasonably cooperate with City in any effort to seek a protective order or otherwise to contest such required disclosure.

9. **Copyright**

No materials, including but not limited to reports, maps, or documents produced as a result of this Agreement, in whole or in part, shall be available to Contractor for copyright purposes. Any such materials produced as a result of this Agreement that might be subject to copyright shall be the property of the City and all such rights shall belong to the City, and the City shall be sole and exclusive entity who may exercise such rights.

10. **Deliverables**

Contractor shall prepare or provide to the City various Deliverables. "Deliverables" include work product, such as written reviews, recommendations, reports and analyses, produced by Contractor for the City. The City may reject Deliverables that do not include relevant information or data, or do not include all documents or other materials specified in this Agreement or reasonably necessary for the purpose for which the City made this Agreement or for which the City intends to use the Deliverables. If the City determines that Contractor has failed to comply with the foregoing standards, it has 30 days from the discovery to notify Contractor of its failure. If Contractor does not correct the failure, or if it is possible to do so, within 30 days after receipt of notice from the City specifying the failure, then the City, by written notice, may treat the failure as a default of this Agreement. Partial or incomplete Deliverables may be accepted for review only when required for a specific and well-defined purpose and when consented to in advance by the City. Such Deliverables will not be considered as satisfying the requirements of this Agreement and

partial or incomplete Deliverables in no way relieve Contractor of its commitments under this Agreement.

11. **Applicable Laws**

Deliverables must conform with all applicable federal, state, and local laws. Such conformity includes compliance with federal sanctions, and Contractor certifies that it has not and will not engage in prohibited transactions with sanctioned persons or entities.

**EXHIBIT E**  
**COMPENSATION SCHEDULE**

The Contractor shall be compensated for the services identified in Exhibit A, Exhibit C, and Exhibit D to this Agreement as follows:

**1. Project Price**

1.1 The maximum the Contractor shall be paid on this Agreement is **\$\_58,000\_** (hereafter the "not to exceed" amount). The "not to exceed" amount includes all payments to be made pursuant to this Agreement, including City approved reimbursable expenses, if any. Nothing in this Agreement requires the City to pay for work that does not meet the Standard of Performance identified in Exhibit D section 4 or other requirements of this Agreement.

1.2 Standard Reimbursable Items: Only the reimbursable items identified in Exhibit A, C, and D (Compensation), shall be compensated to the Contractor. Reimbursable expenses will be reimbursed without markup. Fees plus reimbursable expenses shall not exceed the amount set forth in section 1.1 of this Exhibit and a copy of the original invoice for the items listed in i, ii or iii below shall be attached to the invoice submitted to the City for reimbursement. Payments shall be based upon work documents submitted by the Contractor to the City and accepted by the City as being satisfactory to City's needs. The City shall not pay a markup on any of the items listed in i, ii or iii. Additionally, items such a telephone, fax, postage or freight are already included in the billable hourly rate. Contractor shall be reimbursed the direct expenses, which are the actual cost of the following items that are reasonable, necessary and actually incurred, by the Contractor in connection with the services:

- i. Expenses, fees or charges for printing, reproduction or binding of documents at actual costs with no markup added to the actual cost.
- ii. Any filing fees, permit fees, or other fees paid or advanced by the Contractor at actual costs with no markup added to the actual cost.
- iii. Travel expenses shall be reimbursed in accordance with the City's travel policy, which is incorporated herein by reference. Reimbursement shall be made at actual costs with no markup added to the actual cost.

1.3 The Contractor shall be entitled to receive payments for its work performed pursuant to the Agreement. The City will pay Contractor based on invoices for acceptable work performed and approved until the "not to exceed" amount is reached. Thereafter, Contractor must complete services based on the Agreement without additional compensation unless there is a material change to the Statement of Work and Scope by a written Amendment.

1.4 If work is completed before the "not to exceed" amount is reached, the Contractor's compensation will be based on the Contractor's invoices previously submitted for acceptable work performed and approved.

1.5 Subcontractor Costs: Compensation for subcontractors shall be limited to the same restrictions imposed on the Contractor. Maximum markup Contractor may apply to subcontractor fees, minus reimbursable expenses, shall not exceed \_\_\_n/a\_\_\_%.

2. **Task Price.** Below is the price for the services and reimbursable expenses as described in Exhibit A of this Agreement.

Task	Description	Task Price
1	BASE PROPOSAL	\$50,000
2	OPTIONAL ACTIVITY A	\$8,000
	<b>TOTAL PRICE</b>	<b>\$58,000</b>

3. **Hourly Rates.** The following is a list of hourly billable rates that Contractor shall apply for additional services requested of the Contractor. Contractor shall be compensated based on the hourly rates set forth below, on a time and material basis for those services that are within the general scope of services of this Agreement, but beyond the description of services required under Exhibit A, and all services are reasonably necessary to complete the standards of performance required by this Agreement. Any changes and related fees shall be mutually agreed upon between the parties by a written amendment to this Agreement.

#### **Hourly Billable Rate Schedule**

Title	Role on Project	Hourly Billable Rates
		\$
<i>N/A</i>	N/A	\$
		\$

4. **Additional Fees.** Should an amendment to the Agreement be issued for additional services that require the following items, the unit prices are as follows:

5. **Invoice to Address.** Each invoice submitted shall identify the specific task(s) listed in Exhibit A and this Exhibit, and the completed work product/deliverable for the agreed upon price listed in this Exhibit. Invoices shall be submitted to the below address:

City of Stockton - City Manager's Office  
 Attention: Jay Kapoor, Deputy City Manager  
 425 N. El Dorado Street  
 Stockton, CA 95202

**EXHIBIT F**

**TIMELINE**

Contractor will begin work by September 1, 2023, or as soon as this agreement is executed, if after September 1. Work will continue until complete.