

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT is made and entered into 14th day of September 2023 by and between TOWN OF LOS GATOS, a California municipal corporation, (“Town”) and CSG Consultants, Inc., (“Consultant”), identified as a C corporation and whose address is 550 Pilgrim Drive, Foster City, CA 94404. This Agreement is made with reference to the following facts.

I. RECITALS

- 1.1 The Town desire to engage Consultant to provide Building Inspection Services for the North-40 Phase I and North-40 Junction project.
- 1.2 The Consultant represents and affirms that it is willing to perform the desired work pursuant to this Agreement.
- 1.3 Consultant warrants it possesses the distinct professional skills, qualifications, experience, and resources necessary to timely perform the services described in this Agreement. Consultant acknowledges Town has relied upon these warranties to retain Consultant.

II. AGREEMENTS

- 2.1 Scope of Services. Consultant shall provide services as described in that certain proposal sent to the Town on July 18, 2023, which is hereby incorporated by reference and attached as Exhibit A.
- 2.2 Term and Time of Performance. This contract will remain in effect upon execution to June 30, 2025. Consultant shall perform the services described in “Inspection Services” in this agreement as described in Exhibit A.
- 2.3 Compliance with Laws. The Consultant shall comply with all applicable laws, codes, ordinances, and regulations. Consultant represents and warrants to Town that it has all licenses, permits, qualifications and approvals of whatsoever nature which are legally required for Consultant to practice its profession. Consultant shall maintain a Town of Los Gatos business license pursuant to Chapter 14 of the Code of the Town of Los Gatos.
- 2.4 Sole Responsibility. Consultant shall be responsible for employing or engaging all persons necessary to perform the services under this Agreement.
- 2.5 Information/Report Handling. All documents furnished to Consultant by the Town and all reports and supportive data prepared by the Consultant under this Agreement are the Town’s property and shall be delivered to the Town upon the completion of Consultant's services or at the Town's written request. All reports, information, data, and exhibits prepared or assembled by Consultant in connection with the performance of its services pursuant to this Agreement are confidential until released by the Town to the public, and

the Consultant shall not make any of the these documents or information available to any individual or organization not employed by the Consultant or the Town without the written consent of the Town before such release. The Town acknowledges that the reports to be prepared by the Consultant pursuant to this Agreement are for the purpose of evaluating a defined project, and Town's use of the information contained in the reports prepared by the Consultant in connection with other projects shall be solely at Town's risk, unless Consultant expressly consents to such use in writing. Town further agrees that it will not appropriate any methodology or technique of Consultant which is and has been confirmed in writing by Consultant to be a trade secret of Consultant.

- 2.6 Compensation. Compensation for Consultant's professional services shall be paid by applicant, inclusive of all costs. Payment shall be based upon Town approval of each task.
- 2.7 Billing. Billing shall be monthly by invoice within thirty (30) days of the rendering of the service and shall be accompanied by a detailed explanation of the work performed by whom at what rate and on what date. Also, plans, specifications, documents or other pertinent materials shall be submitted for Town review, even if only in partial or draft form.

Payment shall be net thirty (30) days. All invoices and statements to the Town shall be addressed as follows:

Invoices:
Town of Los Gatos
Attn: Accounts Payable
P.O. Box 655
Los Gatos, CA 95031-0655

- 2.8 Availability of Records. Consultant shall maintain the records supporting this billing for not less than three years following completion of the work under this Agreement. Consultant shall make these records available to authorized personnel of the Town at the Consultant's offices during business hours upon written request of the Town.
- 2.9 Assignability and Subcontracting. The services to be performed under this Agreement are unique and personal to the Consultant. No portion of these services shall be assigned or subcontracted without the written consent of the Town.
- 2.10 Independent Contractor. It is understood that the Consultant, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and not an agent or employee of the Town. As an independent contractor he/she shall not obtain any rights to retirement benefits or other benefits which accrue to Town employee(s). With prior written consent, the Consultant may perform some obligations under this Agreement by subcontracting, but may not delegate ultimate responsibility for performance or assign or transfer interests under this Agreement. Consultant agrees to

testify in any litigation brought regarding the subject of the work to be performed under this Agreement. Consultant shall be compensated for its costs and expenses in preparing for, traveling to, and testifying in such matters at its then current hourly rates of compensation, unless such litigation is brought by Consultant or is based on allegations of Consultant's negligent performance or wrongdoing.

- 2.11 Conflict of Interest. Consultant understands that its professional responsibilities are solely to the Town. The Consultant has and shall not obtain any holding or interest within the Town of Los Gatos. Consultant has no business holdings or agreements with any individual member of the Staff or management of the Town or its representatives nor shall it enter into any such holdings or agreements. In addition, Consultant warrants that it does not presently and shall not acquire any direct or indirect interest adverse to those of the Town in the subject of this Agreement, and it shall immediately disassociate itself from such an interest, should it discover it has done so and shall, at the Town's sole discretion, divest itself of such interest. Consultant shall not knowingly and shall take reasonable steps to ensure that it does not employ a person having such an interest in this performance of this Agreement. If after employment of a person, Consultant discovers it has employed a person with a direct or indirect interest that would conflict with its performance of this Agreement, Consultant shall promptly notify Town of this employment relationship, and shall, at the Town's sole discretion, sever any such employment relationship.
- 2.12 Equal Employment Opportunity. Consultant warrants that it is an equal opportunity employer and shall comply with applicable regulations governing equal employment opportunity. Neither Consultant nor its subcontractors do and neither shall discriminate against persons employed or seeking employment with them on the basis of age, sex, color, race, marital status, sexual orientation, ancestry, physical or mental disability, national origin, religion, or medical condition, unless based upon a bona fide occupational qualification pursuant to the California Fair Employment & Housing Act.

III. INSURANCE AND INDEMNIFICATION

- 3.1 Minimum Scope of Insurance:
- i. Consultant agrees to have and maintain, for the duration of the contract, General Liability insurance policies insuring him/her and his/her firm to an amount not less than: two million dollars (\$2,000,000) combined single limit per occurrence for bodily injury, personal injury and property damage.
 - ii. Consultant agrees to have and maintain for the duration of the contract, an Automobile Liability insurance policy ensuring him/her and his/her staff to an amount not less than one million dollars (\$1,000,000) combined single limit per accident for bodily injury and property damage.

- iii. Consultant shall provide to the Town all certificates of insurance, with original endorsements effecting coverage. Consultant agrees that all certificates and endorsements are to be received and approved by the Town before work commences.
- iv. Consultant agrees to have and maintain, for the duration of the contract, professional liability insurance in amounts not less than \$1,000,000 which is sufficient to insure Consultant for professional errors or omissions in the performance of the particular scope of work under this agreement.

General Liability:

- i. The Town, its officers, officials, employees and volunteers are to be covered as insured as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of Consultant, premises owned or used by the Consultant. This requirement does not apply to the professional liability insurance required for professional errors and omissions.
 - ii. The Consultant's insurance coverage shall be primary insurance as respects the Town, its officers, officials, employees and volunteers. Any insurance or self-insurances maintained by the Town, its officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
 - iii. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Town, its officers, officials, employees or volunteers.
 - iv. The Consultant's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- 3.2 All Coverages. Each insurance policy required in this item shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Town. Current certification of such insurance shall be kept on file at all times during the term of this agreement with the Town Clerk.
- 3.3 Workers' Compensation. In addition to these policies, Consultant shall have and maintain Workers' Compensation insurance as required by California law and shall provide evidence of such policy to the Town before beginning services under this Agreement. Further, Consultant shall ensure that all subcontractors employed by Consultant provide the required Workers' Compensation insurance for their respective employees.

- 3.4 Indemnification. The Consultant shall save, keep, hold harmless and indemnify and defend the Town its officers, agent, employees and volunteers from all damages, liabilities, penalties, costs, or expenses in law or equity that may at any time arise or be set up because of damages to property or personal injury received by reason of, or in the course of performing work which may be occasioned by a willful or negligent act or omissions of the Consultant, or any of the Consultant's officers, employees, or agents or any subconsultant.

IV. GENERAL TERMS

- 4.1 Waiver. No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder, nor does waiver of a breach or default under this Agreement constitute a continuing waiver of a subsequent breach of the same or any other provision of this Agreement.
- 4.2 Governing Law. This Agreement, regardless of where executed, shall be governed by and construed to the laws of the State of California. Venue for any action regarding this Agreement shall be in the Superior Court of the County of Santa Clara.
- 4.3 Termination of Agreement. The Town and the Consultant shall have the right to terminate this agreement with or without cause by giving not less than fifteen days (15) written notice of termination. In the event of termination, the Consultant shall deliver to the Town all plans, files, documents, reports, performed to date by the Consultant. In the event of such termination, Town shall pay Consultant an amount that bears the same ratio to the maximum contract price as the work delivered to the Town bears to completed services contemplated under this Agreement, unless such termination is made for cause, in which event, compensation, if any, shall be adjusted in light of the particular facts and circumstances involved in such termination.
- 4.4 Amendment. No modification, waiver, mutual termination, or amendment of this Agreement is effective unless made in writing and signed by the Town and the Consultant.
- 4.5 Disputes. In any dispute over any aspect of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, including costs of appeal.
- 4.6 Notices. Any notice required to be given shall be deemed to be duly and properly given if mailed postage prepaid, and addressed to:

Town of Los Gatos
Attn: Town Clerk
110 E. Main Street
Los Gatos, CA 95030

CSG Consultants Inc.
550 Pilgrim Drive
Foster City, CA 94404

or personally delivered to Consultant to such address or such other address as Consultant designates in writing to Town.

- 4.7 Order of Precedence. In the event of any conflict, contradiction, or ambiguity between the terms and conditions of this Agreement in respect of the Products or Services and any attachments to this Agreement, then the terms and conditions of this Agreement shall prevail over attachments or other writings.
- 4.8 Entire Agreement. This Agreement, including all Exhibits, constitutes the complete and exclusive statement of the Agreement between the Town and Consultant. No terms, conditions, understandings or agreements purporting to modify or vary this Agreement, unless hereafter made in writing and signed by the party to be bound, shall be binding on either party.

IN WITNESS WHEREOF, the Town and Consultant have executed this Agreement.

Town of Los Gatos by:

DocuSigned by:
Laurel Prevetti
853FEEA2EB39470...
Laurel Prevetti, Town Manager

Consultant, by:

DocuSigned by:
Nourdin Kyayata
5EB310BAB2EC416...
Nourdin Kyayata, PE
Vice President

Recommended by:

DocuSigned by:
Joel Paulson
5035A0632FE1477...
Joel Paulson
Community Development Director

Approved as to Form:

DocuSigned by:
Gabrielle Whelan
EFD6738A5534428...
Gabrielle Whelan, Town Attorney

Attest:

DocuSigned by:
Wendy Wood
BF6EBCBE2C214F8...
Wendy Wood, CMC, Town Clerk



Employee-Owned

3150 Almaden Expressway, #255
San Jose, CA 95118
Phone: 408.618.8300
Fax: 408.618.8310

www.csgegr.com

September 8, 2023

Tania Maheu, Administrative Analyst
Town of Los Gatos, Community Development Department
110 E. Main Street, Los Gatos CA 95030

Re: Building Inspection Services for Los Gatos North 40 Project

Dear Ms. Maheu,

Thank you for contacting **CSG Consultants, Inc.** (CSG) for information to provide Building Inspection services to the Town of Los Gatos for the North 40 Project. For over 30 years, CSG has been providing municipal services to municipalities throughout the state. In addition to providing engineering and CBO services to municipalities, we also currently furnish building and safety, fire prevention, public works, planning, code enforcement and a host of additional services to over 250 public agency clients. To this contract, CSG will bring specialized building inspection expertise, and a commitment to thorough, accurate and timely service.

Scope of Work

We understand the Town of Los Gatos is requesting information on Building Inspection services for the North 40 Project. To this work, CSG staff will provide complete and accurate building inspections, ensuring compliance with applicable codes.

Proposed Personnel

CSG proposes Jose Martinez and Jerry Schnell, CBO to provide these services to the Town. Mr. Schnell has more than 30 years of inspection experience, having performed inspections for similar projects throughout the Bay Area. Mr. Martinez brings over 20 years of municipal experience and is well versed in building division and code enforcement activities. Mr. Martinez and Mr. Schnell's resumes have been provided on the following pages for the Town's review.

Cost

CSG cost for providing the additional services requested is detailed in the table below.

Service/Roles	Hourly Rate/Percentage Fee
CASp Inspection	\$160
Building Inspector	\$115
Combination Building Inspector	\$125
Overtime (Outside Normal Business Hours)	1.5 x Hourly Rate
Weekends and Holidays	2 x Hourly Rate

Project Contact

Mr. John LaTorra, Regional Building & Life Safety Manager, will be the primary point of contact. His contact information is provided below.

John LaTorra | Regional Building & Life Safety Manager
(650) 208-4264 *office* | johnl@csgegr.com *email*

We look forward to providing these additional services to the Town of Los Gatos and furthering our successful relationship. Should you have any questions regarding our proposal, please contact Mr. LaTorra.

Sincerely,

Cyrus Kianpour, PE, PLS
President

Jerry Schnell CBO

Senior Building Inspector



LICENSES & CERTIFICATES

Certified Building Official
 Certified Building Inspector
 Certified Plumbing Inspector
 | ICC 0991488
 Licensed General Building Contractor,
 Class B | 420743

Mr. Schnell brings over 30 years of experience in the building industry, serving in both the public and the private sector. His experience is wide ranging from Journeyman to General Contractor, Senior Building Inspector, and Certified Building Official. Mr. Schnell is cross-trained in the provision of multiple service levels, enabling him to provide CSG's clients with increased efficiency, saving them valuable time and expense. In addition to serving as a Building Official, Mr. Schnell performs over-the-counter plan reviews, assists as customer service back-up at the front counter, and performs regular inspection duties. He easily integrates into client organizations, providing a seamless transition in terms of implementing policies and procedures and working with staff, applicants and customers.

EDUCATION

Bachelor of Science, Business
 Administration
 St. Mary's College | Moraga, CA

RELEVANT CSG EXPERIENCE

CSG Building Inspector

Mr. Schnell has performed residential and commercial inspections for the following agencies CSG serves:

- City of Brisbane
- City of Hillsborough
- City of Millbrae
- City of Los Gatos
- County of San Mateo
- County of Marin
- Town of Portola Valley
- Town of Woodside

CSG Building Official | City of Pacifica, CA

Mr. Schnell served as the Building Official for the City of Pacifica. In addition to managing the building department, his services included performing over the counter plan review and residential and commercial inspections.

CSG Building Official | City of Half Moon Bay, CA

Mr. Schnell served as the Building Official for the City of Half Moon Bay. In addition to managing the department, his services included performing over the counter plan review and residential and commercial inspections. Notable projects during his time with the City include:

- Library, new construction
- Pacific Ridge, new construction of 63 homes
- Half Moon Village, multi-structure senior housing development
- Carnoustie, single-family dwelling development
- Ritz-Carlton Hotel, additions and remodels

PRIOR EXPERIENCE

Senior Building Inspector | City of Redwood City, CA

Prior to joining CSG, Mr. Schnell served as the Senior Building Inspector for the City of Redwood City. In this capacity, he performed all duties related to residential and commercial inspections on behalf of the City.

Permit Counter Manager | City of Redwood City, CA

Mr. Schnell served as a Permit Counter Manager providing coordination of permit issuance, customer service, and management of staff.

Code Enforcement and Inspection Manager | City of Redwood City, CA

Mr. Schnell served as Code Enforcement and Inspection Manager for the City. His duties included the implementation and management of the City's Code Enforcement Program. He was also charged with managing all code enforcement personnel, in conjunction with managing building inspection staff.

Licensed Contractor

As a licensed contractor, Mr. Schnell worked for construction firms in both Santa Rosa and San Francisco. He was responsible for all matters relating to commercial and residential contractor projects.



Jose Martinez

Senior Building Inspector

LICENSES & CERTIFICATIONS

Certified Building Official
 Building Plans Examiner
 California Green Building Inspector
 California Green Building Plans Examiner
 Building Inspector
 Certified Accessibility Inspector
 Certified Accessibility Plans Examiner
 Residential Electrical Inspector
 Building Code Official
 Housing Code Official
 Property Maintenance and Housing
 Inspector

IAPMO Certified Plumbing Inspector

IAPMO Certified Mechanical Inspector

Journeyman's Certificate

PC832 Laws of Arrest

Certified ATC-20, SAP

EDUCATION

PC 832 Laws of Arrest
 San Jose City College | San Jose, CA

General Studies,
 Hartnell College | King City, CA

PROFESSIONAL AFFILIATIONS

International Code Council (ICC)

California Building Officials (CBO)

Mr. Martinez serves as a Senior Building Inspector for CSG and brings over 20 years of municipal experience. Mr. Martinez is well versed and highly knowledgeable in building division and code enforcement activities and has managed building departments in both the public and private sector. His extensive experience enables him to provide effective and efficient solutions to CSG customers and community stakeholders.

CSG EXPERIENCE

Building Official | City of Gonzales/City of Greenfield, CA

Since joining CSG, Mr. Martinez has served as the Building Official for the City of Gonzales and the City of Greenfield. He has also performed Senior Building Inspector duties for highly sensitive projects.

PRIOR EXPERIENCE

Consultant Building Official/Senior Building Inspector/Plans Examiner | City of San Luis Obispo, CA

Mr. Martinez served as a consultant building official, senior building inspector, and plans examiner for the City of San Luis Obispo. He assisted with special assignments including a permit software upgrade, subdevelopment project management, and plan review for Central Coast cities and counties.

Chief Building Official | City of East Palo Alto, CA

Mr. Martinez served as the Building Official where he directed and coordinated the activities of the Building Division including the Permit Center, Plan Check, Building Inspecting, and Code Enforcement services, and ADA Coordination. He participated in predevelopment coordination and economic development, assisted with the implementation of the City's agency and citizen permit portal, implemented a digital submittal and review process, and assisted with implantation of the ADU and JADU process. He also conducted employee performance reviews and performance improvement plans and managed a \$1 million dollar contract for building services.

Consultant Building Official/Plans Examiner/Combination Building Inspector | Various California Agencies

Mr. Martinez provided consultant services for multiple California agencies. He served the City of Cupertino as a Senior Project Inspector for the \$6 billion dollar Apple Campus II Project. He also served as the Interim Chief Building Official for the County of Mendocino where he managed building inspections, plan review and code enforcement functions, assisted with the County's online permit portal and implemented a plan review project prioritization system to streamline plan submittals. Mr. Martinez also served as the Interim Chief Building Official where he participated in the implementation of Accela Land Management System and managed the Building Inspection, Permit Center, and Code Enforcement teams. Additionally, he served as the City of Salinas Permit City Manager where he assisted with over the counter plan reviews and staff training.

Chief Building Official | City of King, CA

As Chief Building Official, Mr. Martinez managed building inspections, plan checks, permit issuance, and code enforcement services. He participated in pre-development coordination and economic development activities, and coordinated projects with external agencies.

Building Inspector/Code Enforcement Officer/Plans Examiner | County of Monterey, CA

Mr. Martinez served as the liaison between the Code Enforcement staff and Building Inspectors. He conducted inspections and investigated complaints related to housing issues and unpermitted construction. He was later promoted to Building Plans Examiner and conducted plan reviews of residential and commercial projects.

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT is dated for identification on this 15th day of August 2023 by and between TOWN OF LOS GATOS, a California municipal corporation, ("Town") and CSG Consultants, Inc. ("Consultant"), identified as a C Corporation and whose address is 550 Pilgrim Drive, Foster City, CA 94404. This Agreement is made with reference to the following facts.

I. RECITALS

- 1.1 The Town desires to engage Consultant to provide services to support the Frontier Communications Fiber Optic Home Project.
- 1.2 The Consultant represents and affirms that it is willing to perform the desired work pursuant to this Agreement.
- 1.3 Consultant warrants it possesses the distinct professional skills, qualifications, experience, and resources necessary to timely perform the services described in this Agreement. Consultant acknowledges Town has relied upon these warranties to retain Consultant.

II. AGREEMENTS

- 2.1 Scope of Services. Consultant shall provide services as described in that certain proposal sent to the Town on July 18, 2023 which is hereby incorporated by reference and attached as Exhibit A.
- 2.2 Term and Time of Performance. This contract will remain in effect upon execution to June 30, 2025. Consultant shall perform the services described in this agreement as described in Exhibit A.
- 2.3 Compliance with Laws. The Consultant shall comply with all applicable laws, codes, ordinances, and regulations of governing federal, state and local laws. Consultant represents and warrants to Town that it has all licenses, permits, qualifications and approvals of whatsoever nature which are legally required for Consultant to practice its profession. Consultant shall maintain a Town of Los Gatos business license pursuant to Chapter 14 of the Code of the Town of Los Gatos.
- 2.4 Sole Responsibility. Consultant shall be responsible for employing or engaging all persons necessary to perform the services under this Agreement.
- 2.5 Information/Report Handling. All documents furnished to Consultant by the Town and all reports and supportive data prepared by the Consultant under this Agreement are the Town's property and shall be delivered to the Town upon the completion of Consultant's services or at the Town's written request. All reports, information, data, and exhibits prepared or assembled by Consultant in connection with the performance of its services pursuant to this Agreement are confidential until released by the Town to the public, and the Consultant shall not make any of these documents or information available to any

individual or organization not employed by the Consultant or the Town without the written consent of the Town before such release. The Town acknowledges that the reports to be prepared by the Consultant pursuant to this Agreement are for the purpose of evaluating a defined project, and Town's use of the information contained in the reports prepared by the Consultant in connection with other projects shall be solely at Town's risk, unless Consultant expressly consents to such use in writing. Town further agrees that it will not appropriate any methodology or technique of Consultant which is and has been confirmed in writing by Consultant to be a trade secret of Consultant.

- 2.6 Compensation. Compensation for the Consultant's professional services shall be paid at the established hourly rates, as set forth in the Fee Schedule (Exhibit B), which is attached hereto. Payment shall be based upon Town approval of the Scope and Fee for each task.
- 2.7 Billing. Billing shall be monthly by invoice within thirty (30) days of the rendering of the service and shall be accompanied by a detailed explanation of the work performed by whom at what rate and on what date. Also, plans, specifications, documents or other pertinent materials shall be submitted for Town review, even if only in partial or draft form.

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for, traveling to, and testifying in such matters at its then current hourly rates of compensation, unless such litigation is brought by Consultant or is based on allegations of Consultant's negligent performance or wrongdoing.

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 - iii. Consultant shall provide to the Town all certificates of insurance, with original endorsements effecting coverage. Consultant agrees that all

certificates and endorsements are to be received and approved by the Town before work commences.

- iv. Consultant agrees to have and maintain, for the duration of the contract, professional liability insurance in amounts not less than \$1,000,000 which is sufficient to insure Consultant for professional errors or omissions in the performance of the particular scope of work under this agreement.

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- iii. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Town, its officers, officials, employees or volunteers.
- iv. The Consultant's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

3.2 All Coverages. Each insurance policy required in this item shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Town. Current certification of such insurance shall be kept on file at all times during the term of this agreement with the Town Clerk.

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Town of Los Gatos
Attn: Town Clerk
110 E. Main Street
Los Gatos, CA 95030

CSG Consultants, Inc.
550 Pilgrim Drive
Foster City, CA 94404

or personally delivered to Consultant to such address or such other address as Consultant designates in writing to Town.

- 4.7 Order of Precedence. In the event of any conflict, contradiction, or ambiguity between the terms and conditions of this Agreement in respect of the Products or Services and any attachments to this Agreement, then the terms and conditions of this Agreement shall prevail over attachments or other writings.
- 4.8 Entire Agreement. This Agreement, including all Exhibits, constitutes the complete and exclusive statement of the Agreement between the Town and Consultant. No terms, conditions, understandings or agreements purporting to modify or vary this Agreement, unless hereafter made in writing and signed by the party to be bound, shall be binding on either party.

IN WITNESS WHEREOF, the Town and Consultant have executed this Agreement.

Town of Los Gatos by:

DocuSigned by:
Laurel Prevetti
063FEEA2E93947...
Laurel Prevetti, Town Manager

Consultant, by:

DocuSigned by:
Cyrus Kianpour
7AC12FF2224A432...
Cyrus Kianpour, President

Recommended by:

DocuSigned by:
Nicolle Burnham
0E97891349644C2...
Nicolle Burnham
Director of Parks and Public Works

Approved as to Form:

DocuSigned by:
Gabrielle Whelan
EFD6738A5334428...
Gabrielle Whelan, Town Attorney

Attest:

DocuSigned by:
Wendy Wood
BF6EBC8E2C214F8...
Wendy Wood, CMC, Town Clerk

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