

## AGREEMENT FOR PROFESSIONAL AUDITING SERVICES

This Agreement is made on July 7, 2025 (the "Statement Of Work Effective Date"), by and between, Collaborative Solutions, LLC, a limited liability company ("CSLLC"), an Affiliate of Cognizant Worldwide Limited ("Cognizant") ("Contractor") and the City of Santa Maria, a California Municipal Corporation and charter city ("City"), in Santa Maria, California, based on the following recitals:

**WHEREAS**, the City needs post-implementation on-demand support or advisory Continued Value Services (CVS), for the Workday Enterprise Resource Planning (ERP) product; and

**WHEREAS**, the Contractor submitted a Statement of Work (SOW) which was accepted by the City; and

**WHEREAS**, it has been determined it is in the City's interest to proceed with the post-implementation on-demand support and advisory Continued Value Services; and

**WHEREAS**, the City has determined that the support and advisory services involves a performance of professional and technical knowledge and experience with the Workday product; and

**WHEREAS**, the Contractor is a properly licensed company in the State of California.

### NOW, THEREFORE, IT IS AGREED:

1. **Recitals true.** The above recitals are true.

2. **General.**

**2.01. Term and Termination.** The term of this contract is ten years, scheduled to begin on July 7, 2025 and expected to end on June 30, 2035. This contract may be terminated for breach of its terms or conditions, or because of discovery of any act which violates local, state or federal law. Termination is effective 14 days after deposit of notice as specified in this Agreement.

**2.02. Services to be Performed.** Contractor shall determine the method, details and means of providing the support and advisory services. More specifically, Contractor agrees to perform the specific services listed in Exhibit "A."

**2.03 City's Duties.** City's duties under this Agreement are to cooperate with Contractor in the performance of the contract and timely pay invoices.

**2.04. Payment.** Payment terms under this Agreement are listed in Exhibit "B."

**2.05. Insurance.** Contractor shall provide insurance as listed in Exhibit "C."

**2.06. Exhibits.** Exhibits "A," "B," and "C" are attached and incorporated.

3. **Contractor's Obligations.**

**3.01. Minimum Amount of Service.** Contractor shall devote sufficient time to perform services under this agreement efficiently and effectively. Contractor may represent, perform services for and be employed by additional individuals or entities, in Contractor's sole discretion, as long as the performance of these extra-contractual services does not interfere with or present a conflict with City's business.

**3.02. Tools and Equipment.** Except as otherwise stated in this Agreement, Contractor will supply all tools and equipment necessary to perform this Agreement.

**3.03. Status.** Contractor (including its employees) is an independent contractor. No employer/employee relationship exists between Contractor and the City. Contractor's assigned personnel shall not be entitled to any benefits payable to employees of the City. The City is not required

ATTACHMENT A

to make any deductions or withholdings from the compensation payable to Contractor under this agreement.

**3.04. Indemnification.** To the fullest extent permitted by law, the Consultant shall indemnify, defend (with independent counsel approved by the City) and hold harmless the City, and its directors, officers, and employees from and against all liabilities (including without limitation all claims, losses, damages, penalties, fines, and judgments, associated investigation and administrative expenses, and defense costs, including but not limited to reasonable attorneys' fees, court costs and costs of alternative dispute resolution) regardless of nature or type that arise out of, pertain to, or relate to the negligence, reckless, or willful misconduct of the Consultant or the acts or omissions of an employee, agent or subcontractor of the Consultant. The provisions of this paragraph survive completion of the services or the termination of this contract. The provisions of this Section are not limited by the provisions of the Section relating to insurance.

**4. Miscellaneous**

**4.01. Notices.** All communication relating to the day-to-day activities of this Agreement shall be exchanged between a designated representative of the CITY and a representative of CONTRACTOR, listed below. All notices shall be addressed as follows unless a written change is filed with the City:

**To: City**

Xenia Bradford, Interim Director of Finance  
City of Santa Maria  
206 East Cook Street  
Santa Maria, CA 93454  
Ph: 805-925-0951 x2214  
Fax: 805-925-2243  
Email: xbradford@cityofsantamaria.org

**To: Contractor**

Russell Parker, Strategic Client Partner  
Cognizant Technology Solutions  
300 Frank W. Burr Blvd., Suite 36, 6<sup>th</sup> Floor  
Teaneck, NJ 07666  
Ph: 303-570-0670  
Email: rparker@collaborativesolutions.com

If the designated Representative or address of either party changes during the term of this agreement, a written notice shall be given to the other party prior to the effective date of change. Any written notices required under this agreement shall be effective five (5) days after deposit into United States mail, postage prepaid, addressed to the designated Representative, or upon confirmation of receipt of delivery if another notification process is used.

**4.02. Compliance With Laws, etc.** Contractor shall comply with all laws, including but not limited to the rules and policies of the City, in performing this agreement.

**4.03. Integration.** This agreement constitutes the entire agreement of the parties with respect to the subject matter. All modifications, amendments, or waivers of the terms of this agreement must be in writing and signed by the appropriate representatives of the parties.

**4.04. Interpretation.** This agreement shall be interpreted in accordance with the laws of the State of California.

**4.05. Jurisdiction.** Jurisdiction and venue of all disputes over the terms of this agreement shall be in the County of Northern Santa Barbara, State of California.

**4.06. Warranty of authority.** Each person signing this agreement on behalf of a party warrants that he or she has authority to do so.

**4.07. No Waiver.** Failure to enforce with respect to a default shall not be construed as a waiver.

**4.08. Severability.** The provisions of this agreement are severable. If any part of this agreement is held invalid by a court of competent jurisdiction, the remainder of the agreement shall

ATTACHMENT A

remain in full force and effect unless amended or modified by mutual written consent of the parties.

4.09. Submittals. In addition to any other submittals required by this agreement, Contractor shall submit copies of its current business license and current certificate of workers compensation coverage to the City before beginning work on this project.

4.10 Prevailing Wage. Prevailing Wage. If applicable, Consultant and all subconsultants are required to pay the general prevailing wage rates of per diem wages and overtime and holiday wages determined by the Director of the Department of Industrial Relations under Section 1720 et seq. of the California Labor Code. The Director's determination is on file and open to inspection at [www.dir.ca.gov](http://www.dir.ca.gov) and is referred to and made a part hereof; the wage rates therein ascertained, determined and specified are referred to and made a part hereof as though fully set forth herein.

IN WITNESS WHEREOF, this agreement is executed by the parties on the date first written above.

Collaborative Solutions, LLC,  
A Limited Liability Company

CITY OF SANTA MARIA, a political subdivision of  
the State of California

\_\_\_\_\_  
Russell Parker  
Strategic Client Partner

\_\_\_\_\_  
Xenia Bradford  
Interim Director of Finance

ATTEST:

\_\_\_\_\_  
Donna Schwartz  
Chief Deputy City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Risk Manager

\_\_\_\_\_  
City Attorney

**EXHIBIT “A”****1.0 Scope of Work (“Scope”)****1.1 Functionality Scope: Workday On-Demand Services Support**

**CSLLC will provide support or advisory Services for both planned and unplanned tasks, such as the representative activities listed in the table below, on behalf of Client and covering the generally available Workday functionality license.**

<b>Activity</b>	<b>Functionality Scope/Support Activity Detail</b>
<b>Workday Support and Troubleshooting</b>	Assistance with support activities may include, but is not limited to, troubleshooting issues, guidance and other day-to-day activities including assisting the team with support requests.
<b>For New Functionality Review</b>	CSLLC reviews new features and functions not yet implemented. CSLLC assists with new functionality reviews, which may include, but are not limited to, support and guidance for making decisions regarding the implementation of new functionality, such as employee/manager self-service, benefits, performance, and absence management.  CSLLC can also provide sample testing scenarios, if available, or can help support Client in creating new sample test scenarios on an as-requested basis.
<b>Reporting and Integrations</b>	Based on Client requirements, CSLLC may provide technical support including integrations, custom reporting, and business form layouts via the Business Intelligence Reporting Tools (BIRT) framework. Integration assistance may include the configuration and supports the testing of Workday packaged integrations and the development of Client integrations. CSLLC will help ensure integrations with Subcontractors continue to function.
<b>Workday Solution Optimization</b>	CSLLC is able to help improve the utilization of Client’s Workday solution, as well as Client’s experience. Such optimization may include, but is not limited to, updating business processes, revising organization structures, or modifying rules for Workday security, business process, and organization for the full Workday platform.
<b>Knowledge Transfer</b>	As agreed to by Client and CSLLC, CSLLC on-demand support may include knowledge transfer pertaining to the resolution of an issue and providing insight on how Client may troubleshoot similar issues in the future and advisory support including guidance on new feature sets, impact considerations, and solution guidance.
<b>Organizational Change &amp; Training Post-Production Services</b>	CSLLC offers in-Production Workday customers services related to organizational change management, communications, and training. If requested, this can be a part of the Lean-On Service.

## **1.2 Engagement Manager and Project Associate**

Client will be assigned a CSLLC Engagement Manager (“CSLLC EM”) for Year One (1) through Year Four (4) (“Y1 - Y4”) and a CSLLC Project Associate (“CSLLC PA”) for Year Five (5) through Year Ten (10) (“Y5 - Y10”). The CSLLC EM (Y1 - Y4) and CSLLC PA (Y5 - Y10) will collaborate with Client to provide the following:

- a. Project management activities: manage tickets, projects, and workstreams
- b. Financials and status reporting: mutually agreed upon meeting cadence to discuss current work, upcoming priorities, issues, risks, and financials
- c. Resource planning: managing current resource forecasts and upcoming resource needs
- d. Contact for issue resolution and escalation

## **2.0 Support Process**

### **2.1 Ticketing System**

Client’s primary contacts will submit all service requests via CSLLC’s ticketing system, which will enable involvement by CSLLC support. CSLLC shall respond with proposed resources to complete discovery, level of effort estimate, and estimated dates to commence and complete the requested Services. If Client approves such proposed Services, CSLLC will commence delivering the Services.

Requests will be managed depending upon the type as outlined below.

**2.2 Issue Resolution Support for Existing Configuration:** As issue requests are received, CSLLC will:

- a. Acknowledge the request within twenty-four (24) hours of Client’s normal business hours. Definition of normal business hours will be mutually agreed upon between Client and the CSLLC EM (Y1 – Y4) or the CSLLC PA (Y5 – Y10). If emergency assistance is needed, Client will log a case with Workday. Examples of emergency assistance include a system down issue or business critical function such as payroll not processing correctly. In non-emergency cases where urgent assistance is required, Client will submit a request via the ticketing system indicating the nature of the urgent request and contact the CSLLC EM (Y1 – Y4) or the CSLLC PA (Y5 – Y10). The CSLLC EM (Y1 – Y4) or the CSLLC PA (Y5 – Y10) will work with Client to outline a plan of action to address the urgent issue in a timely manner. This may involve after hours support if mutually agreed upon between both Parties. Support ticket requests initiated outside of standard hours of operation (i.e., Saturday and Sunday) will receive an initial response when the window of standard hours of operation becomes available.
- b. Request details on the configuration impacted, if not already provided.
- c. Within forty-eight (48) hours of standard issue requests, determine a plan of action to support resolution of the issue.
- d. Review configuration changes required with Client and request Client’s approval to apply fix.

- e. If Client submits a request for assistance outside of the CSLLC ticketing system via any communication mechanism such as email, voice mail, text, or instant message, CSLLC is not subject to standard response times.

**2.3 New Configuration Enhancement Requests:** As new modification requests are received, CSLLC will:

- a. Receive the modification request in the ticketing system.
- b. Gather information on the requirements and systems involved.
- c. Estimate the Scope of effort.
- d. Request approval from Client, through ticketing system, to begin work via the ticket.
  - If level of effort is expected to exhaust available hours or is estimated to take more than forty (40) hours, a separate Change Order or SOW may be prepared.
  - The CSLLC EM (Y1 – Y4) or the CSLLC PA (Y5 – Y10) will request resource(s) upon signature of the Change Order and can take up to ten (10) business days from date of signature. Schedule the work with Client as determined between Client’s project manager and the CSLLC EM (Y1 – Y4) or the CSLLC PA (Y5 – Y10).
- e. Complete configuration and Unit Testing.
- f. Provide the change for User Acceptance Testing in Client’s Sandbox or Implementation tenant. CSLLC can assist with providing testing guidance, if requested.

**3.0 Services and Responsibilities**

This section identifies the Services to be performed by CSLLC and the responsibilities of Client.

Stage	CSLLC Services	Client Responsibilities
<b>Transition   Plan – (Occurs prior to Support Services)</b>	<ul style="list-style-type: none"> <li>• The CSLLC EM will participate and support the project kickoff meeting for the engagement</li> <li>• Create the work plan for identified support requests based upon current roadmap</li> <li>• Assemble the CSLLC project team based on planned work efforts</li> <li>• Jointly schedule workstream meetings</li> <li>• Schedule recurring project meetings and status reporting</li> <li>• Work with Client to set up CSLLC’s secure transfer site for sharing confidential/private employee data</li> <li>• Complete any Client required onboarding documents</li> </ul>	<ul style="list-style-type: none"> <li>• Participate in project kickoff meeting</li> <li>• Request tenant access for CSLLC consultants identified for planned work</li> <li>• Identify and provide project team and project Subject Matter Experts (“SMEs”)</li> <li>• Provide input into the work plan based upon roadmap</li> <li>• Approve and sign off on work plan</li> <li>• Provide Client’s tenant management strategy</li> <li>• Work with CSLLC to set up CSLLC’s secure transfer site for sharing confidential/private employee data</li> <li>• Sign off on stage</li> </ul>

Stage	CSLLC Services	Client Responsibilities
	<ul style="list-style-type: none"> <li>Gather and review preliminary documentation</li> <li>Configuration of ticketing system for CSLLC and Client</li> <li>Provide overview of ticketing system</li> </ul>	
<b>Support Services</b>	<ul style="list-style-type: none"> <li>Manage the work plan for support requests as identified in Section 1.1</li> <li>Update the Client roadmap for planned support needs</li> <li>Participate in project status meeting in a time agreed upon by CSLLC EM (Y1 – Y4) or the CSLLC PA (Y5 – Y10) and Client</li> <li>Conduct weekly workstream meetings between CSLLC functional/technical consultants and Client SMEs, on an as-needed basis</li> <li>Provide knowledge transfer documents, on an as-requested basis</li> <li>Prepare, reconcile, and provide financial summaries to Client</li> <li>Support Client’s project manager with issue resolution, and additional resourcing requests for unplanned needs</li> <li>Provide engagement artifacts</li> <li>Providing guidance in developing high level deployment plan(s), as requested</li> <li>Provide sign-off documents, as required for support requests</li> </ul>	<ul style="list-style-type: none"> <li>Manage the tenant management strategy</li> <li>Inform CSLLC of changes to the tenant management strategy</li> <li>Inform CSLLC of tenant refreshes two (2) weeks prior to scheduled date</li> <li>Provide input to the work plan</li> <li>Provide input into the Client roadmap</li> <li>Participate in weekly project and workstream meetings</li> <li>Provide SMEs for support requests</li> <li>Provide requirements for any support request</li> <li>Review and sign off on initial functional or technical design changes</li> <li>Define and document test plan and test scenarios (End-to-End, User Acceptance and Regression)</li> <li>Create/maintain defect tracking log</li> <li>Execution of all test scenarios (End-to-End, User Acceptance and Regression)</li> <li>Manage and sign off on all test results (End-to-End, User Acceptance and Regression)</li> <li>Conduct Sandbox and Production migrations of configuration, unless requested in writing in advance per Section 2.2</li> <li>Conduct change management</li> <li>Sign off on any support request</li> </ul>

**4.0 Project Schedule**

<b>Timeline by Stage</b>		
	<b>Transition Plan</b>	<b>Support Services</b>
<b>Estimated Start Date</b>	7-Jul-25	21-Jul-25
<b>Estimated End Date</b>	18-Jul-25	30-Jun-35

## 5.0 Assumptions & Dependencies

The Services, labor estimates, and Pricing presented in this SOW are dependent on the following assumptions being true:

- a. Client timely completes each item listed as a Client responsibility in Section 3.0.
- b. Client will provide applicable SMEs in Client's business processes, functional leads, and technical lead resources with whom to collaborate during the engagement.
- c. Client will have the necessary project and executive management support to review and make timely decisions as well as coordinate the activities of this project with other Client projects which may be occurring simultaneously.
- d. Services will be provided during the normal business hours agreed upon between Client and the CSLLC EM (Y1 – Y4) or the CSLLC PA (Y5 – Y10) and will be as closely aligned to Client's time zone as possible. Off-hours support can be provided and pre-scheduled in advance.
- e. CSLLC resources will provide their own laptops.
- f. Unless otherwise agreed by CSLLC's internal security organization, the Client shall use CSLLC's secure transfer site for the secure exchange of sensitive employee data with the CSLLC support personnel. Client will agree to limit use for data conversion or production support purposes only for the duration of the activities required. CSLLC will deactivate the secure transfer site within thirty (30) days after the support activities are completed. Client will not use CSLLC's site for the transmission of any integration files for third-party vendors. CSLLC is not responsible for back up, archiving, or maintenance of files stored on the secure transfer site. In the event CSLLC utilizes its internal "Daytona" tool for data conversion ("Daytona"), Daytona and all of its components must be installed on the CSLLC secure cloud server and utilized solely within CSLLC's secure transfer site. Further, Daytona IP addresses must be added to the tenant whitelist. Daytona uses its own implementer account that must be excluded from multi-factor authentication.
- g. If needed, CSLLC can provide Client access to its SharePoint site to maintain non-sensitive project artifact data for project or engagement support activities only. The CSLLC EM (Y1 – Y4) or the CSLLC PA (Y5 – Y10) will provide access to assigned project team members employed by CSLLC.
- h. If a data migration requires iLoad support by CSLLC, Client agrees that a tenant lockout will be performed.
- i. Client will provide CSLLC consultants with implementer access in Production, Sandbox, and Implementation tenants in a timely manner. Any Client delays will impact issue resolution times as identified in Section 2.2.
- j. Client will be responsible for testing and any Move-to-Production activities, which shall include configuration, business processes, data, reports and integrations. Client will provide written acceptance of test results to CSLLC prior to any Move-to-Production.
- k. In the event CSLLC is required to assist Client with Move-to-Production activities, Client will provide written approval if CSLLC's assistance is required during Client's Move-to-Production activities. Upon completion of Move-to-Production activities, Client will verify Production results and shall be solely responsible for Production accuracy. Client shall provide written acceptance to CSLLC after such Move-to-Production activities have been completed.

ATTACHMENT A

- I. Client is responsible for providing timely responses to case(s) which have the status “Waiting on Client” and/or “Waiting on Third-Party.” If there is no response from Client on “Waiting on Client” and/or “Waiting on Third-Party” case(s) within the ticketing system for more than thirty (30) calendar days, such case(s) will be closed.

**6.0 Term and Termination**

- a. This SOW shall commence on the Start Date identified above and shall continue through June 30, 2035 (the “Term”), unless terminated sooner pursuant to the Agreement.

**EXHIBIT "B"****PAYMENT TERMS****Pricing**

- a. CSLLC will invoice and Client shall compensate CSLLC on a Time and Materials Basis ("T&M Basis") based upon the hourly rates set forth in the tables below for Services rendered and expenses incurred on a monthly basis. Invoices will be paid subject to the terms and conditions of the Agreement. Total Not to Exceed estimated cost of the engagement is listed in the tables below – hours are considered a baseline but can be altered based upon Client needs:

**Year One (1): July 21, 2025 through June 30, 2026**

<b>CSLLC T&amp;M Basis</b>	<b>Hourly Rate</b>	<b>Hours</b>	<b>Total Cost</b>
Engagement Manager	\$268	90	\$24,120
CVS Consultant	\$188	500	\$94,000
Functional Architect	\$288	52	\$14,976
<b>Total</b>		<b>642</b>	<b>\$133,096</b>
<b>Estimated Expenses</b>			\$0
<b>Grand Total</b>			<b>\$133,096</b>

**Year Two (2): July 1, 2026 through June 30, 2027**

<b>CSLLC T&amp;M Basis</b>	<b>Hourly Rate</b>	<b>Hours</b>	<b>Total Cost</b>
Engagement Manager	\$268	90	\$24,120
CVS Consultant	\$198	500	\$99,000
<b>Total</b>		<b>590</b>	<b>\$123,120</b>
<b>Estimated Expenses</b>			\$0
<b>Grand Total</b>			<b>\$123,120</b>

**Year Three (3): July 1, 2027 through June 30, 2028**

<b>CSLLC T&amp;M Basis</b>	<b>Hourly Rate</b>	<b>Hours</b>	<b>Total Cost</b>
Engagement Manager	\$268	70	\$18,760
CVS Consultant	\$198	350	\$69,300
<b>Total</b>		<b>420</b>	<b>\$88,060</b>
<b>Estimated Expenses</b>			\$0
<b>Grand Total</b>			<b>\$88,060</b>

ATTACHMENT A

Year Four (4): July 1, 2028 through June 30, 2029

<b>CSLLC T&amp;M Basis</b>	<b>Hourly Rate</b>	<b>Hours</b>	<b>Total Cost</b>
Engagement Manager	\$268	52	\$13,936
CVS Consultant	\$198	250	\$49,500
<b>Total</b>		<b>302</b>	<b>\$63,436</b>
<b>Estimated Expenses</b>			\$0
<b>Grand Total</b>			<b>\$63,436</b>

Year Five (5): July 1, 2029 through June 30, 2030

<b>CSLLC T&amp;M Basis</b>	<b>Hourly Rate</b>	<b>Hours</b>	<b>Total Cost</b>
Project Associate	\$190	45	\$8,550
CVS Consultant	\$208	210	\$43,680
<b>Total</b>		<b>255</b>	<b>\$52,230</b>
<b>Estimated Expenses</b>			\$0
<b>Grand Total</b>			<b>\$52,230</b>

Year Six (6): July 1, 2030 through June 30, 2031

<b>CSLLC T&amp;M Basis</b>	<b>Hourly Rate</b>	<b>Hours</b>	<b>Total Cost</b>
Project Associate	\$190	38	\$7,220
CVS Consultant	\$208	155	\$32,240
<b>Total</b>		<b>193</b>	<b>\$39,460</b>
<b>Estimated Expenses</b>			\$0
<b>Grand Total</b>			<b>\$39,460</b>

Year Seven (7): July 1, 2031 through June 30, 2032

<b>CSLLC T&amp;M Basis</b>	<b>Hourly Rate</b>	<b>Hours</b>	<b>Total Cost</b>
Project Associate	\$190	28	\$5,320
CVS Consultant	\$208	100	\$20,800
<b>Total</b>		<b>128</b>	<b>\$26,120</b>
<b>Estimated Expenses</b>			\$0
<b>Grand Total</b>			<b>\$26,120</b>

Year Eight (8): July 1, 2032 through June 30, 2033

<b>CSLLC T&amp;M Basis</b>	<b>Hourly Rate</b>	<b>Hours</b>	<b>Total Cost</b>
Project Associate	\$190	28	\$5,320
CVS Consultant	\$208	100	\$20,800
<b>Total</b>		<b>128</b>	<b>\$26,120</b>
<b>Estimated Expenses</b>			\$0
<b>Grand Total</b>			<b>\$26,120</b>

ATTACHMENT A

**Year Nine (9): July 1, 2033 through June 30, 2034**

<b>CSLLC T&amp;M Basis</b>	<b>Hourly Rate</b>	<b>Hours</b>	<b>Total Cost</b>
Project Associate	\$190	26	\$4,940
CVS Consultant	\$218	75	\$16,350
<b>Total</b>		<b>101</b>	<b>\$21,290</b>
<b>Estimated Expenses</b>			\$0
<b>Grand Total</b>			<b>\$21,290</b>

**Year Ten (10): July 1, 2034 through June 30, 2035**

<b>CSLLC T&amp;M Basis</b>	<b>Hourly Rate</b>	<b>Hours</b>	<b>Total Cost</b>
Project Associate	\$190	26	\$4,940
CVS Consultant	\$218	75	\$16,350
<b>Total</b>		<b>101</b>	<b>\$21,290</b>
<b>Estimated Expenses</b>			\$0
<b>Grand Total</b>			<b>\$21,290</b>

**Aggregate Total:**

<b>CSLLC T&amp;M Basis</b>	<b>Total Cost</b>
<b>Year One (1)</b>	\$133,096
<b>Year Two (2)</b>	\$123,120
<b>Year Three (3)</b>	\$88,060
<b>Year Four (4)</b>	\$63,436
<b>Year Five (5)</b>	\$52,230
<b>Year Six (6)</b>	\$39,460
<b>Year Seven (7)</b>	\$26,120
<b>Year Eight (8)</b>	\$26,120
<b>Year Nine (9)</b>	\$21,290
<b>Year Ten (10)</b>	\$21,290
<b>Grand Total</b>	<b>\$594,222</b>

- b. CSLLC will assign Client to a team support model comprised of CSLLC cross-functional and technical consultants with a built-in redundancy/backup. The team will support the areas outlined in this SOW. The CSLLC EM will communicate to the Client project manager who the CSLLC team members are as a part of the onboarding process.
- c. Any Services provided beyond the Scope of the SOW must be approved by Client pursuant to a Change Order.
- d. Any and all fees associated with Client's e-invoicing, portal, or payment solution will be the responsibility of Client without dispute. CSLLC will provide all necessary documents or invoices to confirm the fees, if such fees are incurred.
- e. Invoices will be emailed to the following address: [accountspayable@cityofsantamaria.org](mailto:accountspayable@cityofsantamaria.org).

Any other mailed correspondence will be delivered as follows:

City of Santa Maria  
Attn: Chief Information Officer  
110 East Cook Street  
Santa Maria, CA 93454

- f. Each year, Client will send a copy of the PO# to [accounts-receivable@collaborativesolutions.com](mailto:accounts-receivable@collaborativesolutions.com).

## **Expenses**

It is expected Services will be provided primarily on a remote basis. If travel is required, all reasonable travel expenses incurred by CSLLC related to the performance of the Services defined herein, shall be invoiced to Client. Examples of personal expenses that the City will not reimburse include but are not limited to: the personal portion of any trip; political or charitable contributions or events; unless otherwise indicated, family expenses including partner's expenses when accompanying official on agency-related business, as well as children or pet-related expenses; entertainment expenses, including theater, movies (either in-room or at the theater) sporting events (including gym, massage and/or golf-related expenses) or other cultural events; non-mileage personal automobile expenses, including damage or repairs, traffic and parking citations, insurance; and personal losses incurred while on City business. Any questions regarding the propriety of a particular type of expense should be resolved by the approving authority before the expense is incurred. All such travel will comply with CSLLC's Travel and Expense Policy, which shall be made available to Client upon request. All fees or penalties incurred due to cancellations or changes of travel at Client's request shall be invoiced to Client.

**EXHIBIT "C"**

Contractor shall procure and maintain for the duration of the contact 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 Contractor, his/her agents, representatives, or employees. If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001), including products and completed operations, property damage, bodily injury and personal & advertising injury.
2. Insurance Services Office Business Auto Coverage Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, covering hired (Code 8) and non-owned autos (Code 9).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Errors and Omissions liability insurance appropriate to the Consultant's profession. Architects' and engineers' coverage is to be endorsed to include contractual liability.

B. Minimum Limits of Insurance

Contractor shall maintain limits no less than:

1. General Liability - \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, 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 - \$1,000,000 per accident for bodily injury and property damage.
3. Workers' Compensation: Statutory limits.
4. Employer's Liability - \$1,000,000 per accident for bodily injury or disease.
5. Errors and Omissions Liability - \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

ATTACHMENT A

C. Self-insured Retentions

1. Self-insured retentions must be declared to and approved by the City. The City may require the Consultant 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.

D. Other Insurance Provisions

The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The City, 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 Consultant 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 **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38 **and** CG 20 37 forms if later revisions are used).
2. For any claims related to this project, the Consultant's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled or reduced, except with notice **stating the title of this contract** to the City. **All notices provided pursuant to this Agreement shall be given to the City representative listed for notice in this agreement and shall specify the title of this Agreement.** Notice may be given by overnight mail, facsimile with confirmation of receipt, or certified mail with return-receipt requested.
4. Consultant hereby grants to City a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.
5. If any of the required policies provide claims-made coverage:
  - a. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
  - b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
  - c. 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 Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

ATTACHMENT A

E. Acceptability of Insurers

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

F. Verification of Coverage

1. Contractor shall furnish the City with original certificates and amendatory endorsements of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

G. Special Risks or Circumstances

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