

**CONSULTING SERVICES AGREEMENT BETWEEN  
THE CITY OF SAN LEANDRO AND  
BAKER TILLY US, LLP  
FOR  
SERVICE DELIVERY ASSESSMENT**

THIS AGREEMENT for consulting services is made by and between the City of San Leandro ("City") and Baker Tilly US, LLP ("Consultant") (together sometimes referred to as the "Parties") as of May 26, 2023 (the "Effective Date").

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

- 1.1 **Term of Services.** The term of this Agreement shall begin on the Effective Date and shall end on June 30, 2024, the date of completion specified in Exhibit A, and Consultant shall complete the work described in Exhibit A on or before that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as referenced in Section 8.
- 1.2 **Standard of Performance.** Consultant shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged.
- 1.3 **Assignment of Personnel.** Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Consultant shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.
- 1.4 **Time.** Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Subsection 1.2 above and to satisfy Consultant's obligations hereunder.
- 1.5 **City of San Leandro Living Wage Rates.** This contract may be covered by the City of San Leandro Living Wage Ordinance (LWO). Consultant's attention is directed to the San Leandro Municipal Code, Title 1, Chapter 6, Article 6. Consultant must submit completed self-certification form and comply with the LWO if covered.

**Section 2. COMPENSATION.** City hereby agrees to pay Consultant a sum not to exceed \$69,080 notwithstanding any contrary indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Consultant's proposal, attached as Exhibit B, regarding the amount of compensation, the

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

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

- 2.1 Invoices.** Consultant shall submit invoices, not more often than once a month during the term of this Agreement, based on the completion of the activities in Exhibit A. Invoices shall contain the following information:
- The beginning and ending dates of the billing period;
  - Consultant shall give separate notice to the City when the total number of hours worked by Consultant and any individual employee, agent, or subcontractor of Consultant reaches or exceeds 800 hours within a 12-month period under this Agreement and any other agreement between Consultant and City. Such notice shall include an estimate of the time necessary to complete work described in Exhibit A and the estimate of time necessary to complete work under any other agreement between Consultant and City, if applicable.
- 2.2 Monthly Payment.** City shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. City shall have 30 days from the receipt of an invoice that complies with all of the requirements above to pay Consultant.
- 2.3 Final Payment.** City shall pay the last 10% of the total sum due pursuant to this Agreement within 60 days after completion of the services and submittal to City of a final invoice, if all services required have been satisfactorily performed.
- 2.4 Total Payment.** City shall pay for the services to be rendered by Consultant pursuant to this Agreement. City shall not pay any additional sum for any expense or cost whatsoever incurred by Consultant in rendering services pursuant to this Agreement. City shall make no payment for any extra, further, or additional service pursuant to this Agreement.

In no event shall Consultant submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entire Agreement, unless the Agreement is modified prior to the submission of such an invoice by a properly executed change order or amendment.

- 2.5 Hourly Fees.** Fees for work performed by Consultant on an hourly basis shall not exceed the amounts shown on the compensation schedule attached hereto as Exhibit B.
- 2.6 Reimbursable Expenses.** Reimbursable expenses are specified in Exhibit B, and shall not exceed \$500. Expenses not listed in Exhibit B are not chargeable to City. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.
- 2.7 Payment of Taxes.** Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.
- 2.8 Payment upon Termination.** In the event that the City or Consultant terminates this Agreement pursuant to Section 8, the City shall compensate the Consultant for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Consultant shall maintain adequate logs and timesheets to verify costs incurred to that date.
- 2.9 Authorization to Perform Services.** The Consultant is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.

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

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

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

THIS AGREEMENT PRIOR TO EXECUTION. Consultant shall maintain all required insurance listed herein for the duration of this Agreement.

#### **4.1 Workers' Compensation.**

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

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

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

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

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

**4.2.1 General Requirements.** Consultant, at its own cost and expense, shall maintain commercial general liability insurance for the term of this Agreement in an amount not less than **\$1,000,000** and automobile liability insurance for the term of this Agreement in an amount not less than **\$1,000,000** per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

**4.2.2 Minimum Scope of Coverage.** Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form

CG 0001 (most recent edition) covering comprehensive General Liability on an “occurrence” basis. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001, Code 1 (any auto). No endorsement shall be attached limiting the coverage.

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

- a. The Insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.
- b. City, its officers, officials, employees, and volunteers are to be covered as additional insureds as respects: liability arising out of work or operations performed by or on behalf of the Consultant; or automobiles owned, leased, hired, or borrowed by the Consultant.
- c. Consultant hereby agrees to waive subrogation which any insurer or contractor may require from vendor by virtue of the payment of any loss. Consultant agrees to obtain any endorsements that may be necessary to effect this waiver of subrogation.
- d. For any claims related to this Agreement or the work hereunder, the Consultant’s insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Consultant’s insurance and shall not contribute with it.

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

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

**4.3 Professional Liability Insurance.**

**4.3.1 General Requirements.** Consultant, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than **\$1,000,000** covering the licensed professionals’ errors and

omissions. Any deductible or self-insured retention shall not exceed \$150,000 per claim.

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

- a. The retroactive date of the policy must be shown and must be before the date of the Agreement.
- b. Insurance must be maintained and evidence of insurance must be provided for at least 5 years after completion of the Agreement or the work, so long as commercially available at reasonable rates.
- c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Consultant shall purchase an extended period coverage for a minimum of 5 years after completion of work under this Agreement.
- d. A copy of the claim reporting requirements must be submitted to the City for review prior to the commencement of any work under this Agreement.

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

**4.4 All Policies Requirements.**

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

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

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

satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

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

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

**4.4.6 Subcontractors.** Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

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

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

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

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

**Section 6. STATUS OF CONSULTANT.**

**6.1 Independent Contractor.** At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City. City shall have the right to control Consultant only insofar as the results of Consultant’s services rendered pursuant to this Agreement and assignment of personnel pursuant to Subsection 1.3;

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

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

## **Section 7. LEGAL REQUIREMENTS.**

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



Agreement. Consultant shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Consultant thereby.

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

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

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

Consultant may cancel this Agreement upon 30 days' written notice to City and shall include in such notice the reasons for cancellation.

In the event of termination, Consultant shall be entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of such compensation upon Consultant delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Consultant or prepared by or for Consultant or the City in connection with this Agreement.

- 8.2 Extension.** City may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Consultant understands and agrees that, if City grants such an extension, City shall have no obligation to provide Consultant with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract Administrator, City shall have no obligation to reimburse Consultant for any otherwise reimbursable expenses incurred during the extension period.

- 8.3 Amendments.** The Parties may amend this Agreement only by a writing signed by all the Parties.

- 8.4 Assignment and Subcontracting.** City and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.

- 8.5 Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Consultant shall survive the termination of this Agreement.
- 8.6 Options upon Breach by Consultant.** If Consultant materially breaches any of the terms of this Agreement, City's remedies shall include, but are not limited to, the following:
- 8.6.1** Immediately terminate the Agreement;
  - 8.6.2** Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement;
  - 8.6.3** Retain a different consultant to complete the work described in Exhibit A not finished by Consultant; or
  - 8.6.4** Charge Consultant the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Consultant pursuant to Section 2 if Consultant had completed the work.

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

- 9.1 Records Created as Part of Consultant's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Consultant hereby agrees to deliver those documents to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. City and Consultant agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both Parties.
- 9.2 Consultant's Books and Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of 3 years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement.
- 9.3 Inspection and Audit of Records.** Any records or documents that Subsection 9.2 of this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds \$10,000.00, the Agreement shall be subject to

the examination and audit of the State Auditor, at the request of City or as part of any audit of the City, for a period of 3 years after final payment under the Agreement.

## **Section 10. MISCELLANEOUS PROVISIONS.**

- 10.1 Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 10.2 Venue.** In the event that either party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Alameda or in the United States District Court for the Northern District of California.
- 10.3 Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 10.4 No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 10.5 Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the Parties.
- 10.6 Use of Recycled Products.** Consultant shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.
- 10.7 Conflict of Interest.** Consultant may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Consultant in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

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

Consultant hereby warrants that it is not now, nor has it been in the previous 12 months, an employee, agent, appointee, or official of the City. If Consultant was an employee, agent, appointee, or official of the City in the previous 12 months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant

understands that, if this Agreement is made in violation of California Government Code Section 1090 *et seq.*, the entire Agreement is void and Consultant will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Consultant will be required to reimburse the City for any sums paid to the Consultant. Consultant understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of California Government Code Section 1090 *et seq.*, and, if applicable, will be disqualified from holding public office in the State of California.

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

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

**10.9 Contract Administration.** This Agreement shall be administered by Avalon Schultz, Assistant Community Development Director ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.

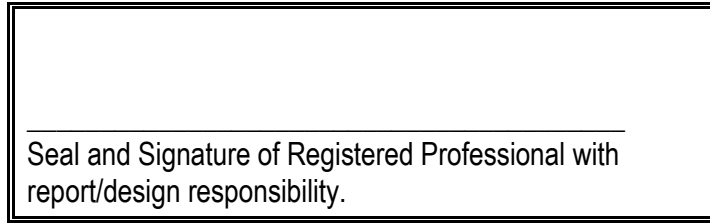
**10.10 Notices.** Any written notice to Consultant shall be sent to:  
Baker Tilly US, LLC  
Jeri Beckstedt, Manager  
1730 Madison Road  
Cincinnati, OH 45206  
Email: [jeri.beckstedt@bakertilly.com](mailto:jeri.beckstedt@bakertilly.com)

Any written notice to City shall be sent to:  
City of San Leandro  
Avalon Schultz, Assistant Community Development Director  
835 East 14<sup>th</sup> Street  
San Leandro, CA 94577

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

**10.11 Professional Seal.** Where applicable in the determination of the contract administrator, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional

responsible for the report/design preparation. The stamp/seal shall be in a block entitled "Seal and Signature of Registered Professional with report/design responsibility," as in the following example.



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

<u>Exhibit A</u>	Scope of Services
<u>Exhibit B</u>	Compensation Schedule & Reimbursable Expenses
<u>Exhibit C</u>	Indemnification
<u>Exhibit D</u>	COVID-19 Compliance Requirements

**10.13 Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

**10.14 Certification per Iran Contracting Act of 2010.** In the event that this contract is for one million dollars (\$1,000,000.00) or more, by Consultant's signature below Consultant certifies that Consultant, and any parent entities, subsidiaries, successors or subunits of Consultant are not identified on a list created pursuant to subdivision (b) of Section 2203 of the California Public Contract Code as a person engaging in investment activities in Iran as described in subdivision (a) of Section 2202.5, or as a person described in subdivision (b) of Section 2202.5 of the California Public Contract Code, as applicable.

### **SIGNATURES ON FOLLOWING PAGE**

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

CITY OF SAN LEANDRO

DocuSigned by:  
*Fran Robustelli*  
C063C023AF624E3...  
Frances M. Robustelli, City Manager

BAKER TILLY US, LLC

DocuSigned by:  
*Carol Jacobs*  
2B477C02DAC2463...  
Carol Jacobs, Managing Director

Attest:

DocuSigned by:  
*Kelly B. Clancy*  
F21D2CC6C7F54D6...  
Kelly B Clancy, City Clerk

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

Budget Approved: ☒

Approved as to Fiscal Authority:

DocuSigned by:  
*Mayette Bailey*  
CFC89F52127D423...  
Michael Yuen, Finance Director

010-41-003-5120  
\_\_\_\_\_  
Account Number

Approved as to Form:

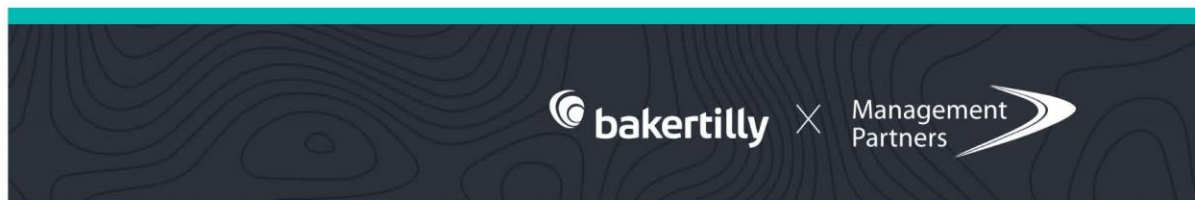
DocuSigned by:  
*Richard Pio Roda*  
7B41538E8D5E470...  
Richard D. Pio Roda, City Attorney

Per Section 10.7: Form 700 Required

DocuSigned by:  
*Tom Liao*  
FA2C94E0C46947B...  
Tom Liao, Community Development Director

## EXHIBIT A

### SCOPE OF SERVICES



May 16, 2023

2570 W El Camino Real, Suite 640  
Mountain View, CA 94040  
+1 (650) 857 1655  
bakertilly.com

Mr. Thomas Liao  
Community Development Director  
City of San Leandro  
Civic Center - 835 East 14th Street  
San Leandro, CA 94577

*Delivered electronically*

Dear Mr. Liao:

Thank you for the opportunity to submit a revised proposal to provide an assessment of the Community Development Department's service delivery. We have prepared a scope of work based on your conversation with Amy Paul. We hope it reflects our understanding of your desire to analyze how services are delivered both internally and externally and how to increase efficiency and effectiveness in the department's processes and practices. Our team has the talent and expertise to deliver the assessment services you want.

#### Proposed plan of work

San Leandro's Community Development Department includes the following five divisions: Building and Safety, Code Enforcement, Economic Development, Housing Services, and Planning Services. The Building and Safety Division regulates and inspects private development and construction throughout the City. The Code Enforcement Division seeks to enhance neighborhood quality of life and aesthetics through responsible enforcement of applicable local regulations. Economic Development guides economic and business assistance strategies to maintain and improve the City's fiscal vitality. The Housing Services Division administers the City's federal Community Development Block Grant (CDBG) and HOME funds to implement the City's U.S. Housing and Urban Development (HUD) Consolidated Plan and Housing Element. The Planning Services Division coordinates development review and land use policy activities.

The most recently publicly available City budget shows an \$8.2 million departmental budget, with 27 full-time positions. The department played a major role in the City's response to the COVID-19 pandemic. Staff members are processing, reviewing, and inspecting a high volume of planning entitlement and building permit applications, and the department has also been responsible for preparing the 2021-2031 Housing Element Update and submitting it to the State Department of Housing and Community Development for review and certification.

We understand that you wish to have an assessment of how the Community Development Department delivers its services, especially in the areas of customer service and business processes, to identify opportunities to improve efficiency and effectiveness.

#### Activity 1 – Start project

We will begin this project with a careful learning phase, starting with a planning meeting with you and your project team, and others you may wish to include. The purpose of the meeting is to ensure the plan of work and schedule are precisely tailored to your needs.

The project start-up activity forms the foundation of the relationship between Baker Tilly's team and the City's team. We know that the work associated with this analysis 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



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to the City operations. However, the cooperation of staff in providing requested data and giving meaningful feedback is crucial to a successful project.

During this activity we will also request and review relevant background information such as organization charts, job descriptions, workload information, historical budget and staffing data, performance indicators, and policies and procedures.

## Activity 2 – Gather information and obtain input

Next, we will carry out several tasks designed to help us understand the department's operations and processes so we may begin to identify ways to improve them. These tasks will include:

- **Review documents.** We will review the documents and data requested in Activity 1 to ensure we have a preliminary understanding of operations and a foundation on which to build the interviews and focus groups. This will include a review of the staff survey from several months ago to understand staff perspectives about the department.
- **Conduct interviews.** We will begin by conducting confidential interviews with eight to ten individuals to obtain an overview of Community Development operations and processes and understand how the work is currently accomplished. Specifically, we will gather information about the following functions:
  - Customer service,
  - Standard operating procedures,
  - Turnaround times,
  - Approval process of City departments participating in Community Development processes,
  - Workload measures and performance indicators,
  - Building permit and inspections processes,
  - How Economic Development and Community Development work together, and
  - Other relevant information.

During interviews we will seek input about what works well and what can be improved. Our interviews will help us understand the staffing and work systems, the strengths and weaknesses of the department, and existing practices. We will gain perspectives about the department's culture. We will seek ideas about improving communication, service delivery and integration, as well as eliminating redundancy and unnecessary process steps.

- **Facilitate focus groups.** We will facilitate three focus groups with the goal of understanding the issues and challenges covered in the interviews. One focus group will be held with supervisors, one with planning and code enforcement staff, and one with building and housing staff. We will facilitate the 90-minute sessions as free-flowing conversations, seeking to understand why the work is currently conducted as it is and eliciting ideas for improvement from the people responsible for carrying it out.
- **Observe counter operations.** We will spend some time observing the work and interactions with customers to understand operations, processes, and other relevant details. We will time this observation to occur during the time on-site for the focus groups.

We will analyze data collected and information gathered from the document review, interviews, and focus groups to gain a thorough understanding of the processes and procedures, what works well, and what needs improvement. The goals are to improve the customer service experience, ensure a business-friendly experience, and ultimately encourage and support the type of economic development desired by the City. We will summarize themes and observations at the end of this activity.



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### Activity 3 – Create process maps

Mapping key processes used by the Community Development Department will be an effective tool for analyzing workflows and identifying process bottlenecks, among other problems. We will conduct three process mapping sessions focused on processes frequently used in the department in collaboration with you and your team.

The process mapping sessions will include key members of the department who are typically involved in the review and decision-making process. Following the session, we create a draft process map (sometimes called a flowchart) to show the current process (as-is process map).

We provide the as-is maps to staff to solicit feedback and then make changes accordingly. After analyzing the workflow and staff input, we will prepare to-be process maps to illustrate recommended process changes.

### Activity 4 – Analyze service delivery

During this activity, we will analyze the information collected previously. We examine the results of our data gathering and assess both the internal and external service delivery of the Community Development Department. We will prepare observations and preliminary recommendations and meet with you and others you designate to review them. This will be an opportunity to discuss what we learned and observed in our analysis and hear feedback about the opportunities for improvement we have identified. This discussion provides a preview of the issues and recommendations that will be addressed in the project report (Activity 5).

### Activity 5 – Report results

Next, we will finalize the project report in memorandum format. It will include recommendations about service delivery, process improvements, and other ideas for improving the work of the San Leandro Community Development Department. The goal of the recommendations is to improve internal and external customer service, help staff improve efficiency, and streamline processes.

Reports prepared by Baker Tilly are rich in detail, with recommendations supported by quality analysis. We take pains to ensure that our analysis and subsequent recommendations are organized in an easy-to-understand format and presented in a positive manner.

### Activity 6 – Support implementation

Upon completion of the report memorandum, Baker Tilly will prepare a draft Implementation Action Plan. The Action Plan will serve as an executable roadmap that details the specific steps needed to accomplish each of the recommendations included in the report based on actual priorities of the City. It also includes a suggested priority for each recommendation (short-, medium- and long-term), and assigned responsibility.

### References

We encourage you to connect with the clients below to learn more about the value of their relationship with Baker Tilly. The projects described below were performed by Management Partners before its combination with Baker Tilly. Each client will offer a different perspective as you consider your own needs.

CITY OF FULLERTON, CALIFORNIA			
<b>Name</b>	Mr. Ken Domer	<b>Title</b>	City Manager
<b>Phone</b>	+1 (714) 738-6310	<b>Email</b>	<a href="mailto:KDomer@cityoffullerton.com">KDomer@cityoffullerton.com</a>

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Description	Community Development and Public Works Organization Review		
	Management Partners recently conducted two studies, one for the Community Development Department and one for the Public Works Department. The focus of the Community Development review was on organization structure and staffing, economic development and developing processing. The Public Works Department review examined all divisions, the organizational structure and staffing. Both studies involved interviews, focus groups, an online survey, benchmarking and the application of best practices to identify opportunities to optimize use of resources and streamline processes. We also recently prepared a long-range citywide financial forecast for the City of Fullerton.		
CITY OF SANDY SPRINGS, GEORGIA			
Name	Ms. Kristin Byars Smith	Title	Assistant City Manager
Phone	+1 (770) 206-1407	Email	<a href="mailto:Kristin.Smith@sandyspringsga.gov">Kristin.Smith@sandyspringsga.gov</a>
Description	Permit Process Improvement 2021		
	Management Partners was hired by Sandy Springs to conduct an analysis of staffing, workflow and the use of technology for the City's development review and permitting processes. Development review and permitting is the responsibility of the Community Development Department, including the divisions of building, land development, and planning and zoning. The project included an analysis of operations, the development of as-is process maps, interviews with residential and commercial permit customers, and an of EnerGov and other technology used on the department. Our analysis resulted in recommendations for improvement to address and improve application intake and customer service, workload management and reporting, communication (internal and external), and staffing. Management Partners also designed and facilitated a three-day process improvement workshop with 22 city employees with primary responsibility for various aspects of the permitting process, from intake to plans review, permitting, inspections, finance, GIS and fire review and inspections. The workshop participants identified 34 recommendations for improvement.		
CITY OF MEQUON, WISCONSIN			
Name	Mr. William Jones	Title	City Administrator
Phone	(262) 236-2941	Email	<a href="mailto:wjones@ci.mequon.wi.us">wjones@ci.mequon.wi.us</a>
Description	Community Development Operational Analysis 2020		
	Management Partners was hired by the City of Mequon to conduct an organizational analysis of the Community Development Department and identify recommendations for improvement. The analysis included: <ul style="list-style-type: none"><li>An assessment of workflow, staffing and intra- and inter-departmental interactions and collaborations;</li><li>Feedback from external stakeholders regarding customer service;</li><li>Feedback from boards and commission members;</li></ul>		

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- An evaluation of technology used to process development applications and requests; and
- Analysis of customer service and storage areas.

The analysis resulted in recommendations for improving operations and workflow, customer service and communication and the use of technology and software.

## Aligning key engagement team members with your goals

Your team of professionals offers a collaborative focus supported by the breadth and depth of our firm's national resources. We believe in strong personal relationships, and this means a personal interest in the City of San Leandro from some of our most experienced team members. Engagement team members are introduced below.



**Nancy Hetrick, Managing Director**

**Role: Project director**

- **Leads our executive recruitment practice** in the western part of the United States and has **conducted executive recruitments** for large and small public sector jurisdictions across California.
- Seasoned facilitator with **expertise in teambuilding, strategic planning and facilitating problem-solving and process improvement initiatives.**
- Skilled in the areas of **performance management, succession planning, organizational design.**
- Led the County of San Mateo's Outcome-Based Management program and has supported local government clients with **the design and implementation of performance measurement systems.**
- Certified to administer the **Myers-Briggs Type Indicator (MBTI), DiSC, and other assessment tools.**



**Susan Healy Keen, AICP, Special Advisor**

**Role: Project Manager**

- Professional planner with extensive experience in development review process and management. She has served California local governments for 30 years in planning and community development.
- Served most recently as Director of Community Development for the City of Beverly Hills, where she directed operations that included planning, building and safety, code enforcement, transportation, traffic engineering, rent stabilization, special events, and filming.
- In Beverly Hills, implemented a Department Strategic Plan, initiated a mandatory seismic retrofit program for soft-story structures and introduced electronic plan review.
- Also served as director of Community Development in the City of West Hollywood, where she facilitated adoption of the West Hollywood Green Building Ordinance, supported affordable housing efforts, and coordinated major development projects.



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	<ul style="list-style-type: none"> <li>Has led leadership development programs and taught sessions in management, conflict resolution and emotional intelligence, and CEQA basics for the Association of Environmental Professionals (AEP).</li> <li>Skills and expertise include project management, strategic planning, executive coaching, community outreach, consensus building, facilitation and training.</li> </ul>
	<p><b>Dan Marks, AICP, Special Advisor</b></p> <p><i>Role: Subject-matter specialist</i></p> <ul style="list-style-type: none"> <li>More than 23 years of experience as a local government planner, including <b>14 years as a community development director and planning director</b>.</li> <li>Brings a deep understanding of the <b>complexities of the development review and approval process</b>, the policy and political context for decision-making, and years of experience successfully managing departments through the <b>ups and downs of the development cycle and fiscal constraints</b>.</li> <li>Areas of expertise include management and budgeting, <b>permitting procedures</b>, community engagement and facilitation, zoning, historic preservation, policy development, <b>sustainable development practices</b> and the California Environmental Quality Act.</li> <li>Worked as a <b>planning consultant</b> and for non-profit organizations in various capacities.</li> </ul>
	<p><b>Ashley Garcia, Consultant</b></p> <p><i>Role: Analyst</i></p> <ul style="list-style-type: none"> <li>Assists with <b>workshop facilitation for City Council goal setting and strategic plans</b>, and provides clients with <b>expertise in human resources management</b>.</li> <li>Has completed multiple organizational reviews, comparison analysis studies, and produced and updated comprehensive personnel policies; recently led ARPA community engagement efforts.</li> <li>Local government experience includes <b>progressively responsible roles</b> for the California cities of Huntington Beach, Laguna Niguel, Costa Mesa and Santa Maria.</li> <li>Passionate about public service and organizational development, <b>specializing in interdepartmental collaboration</b>.</li> <li>Served as <b>President of the Municipal Management Association of Southern California</b> in 2018, leading the organization as it achieved record membership levels and established a strategic plan for the association.</li> </ul>

### Professional fee

The total cost of this project as described in this proposal is \$62,800, which includes all fees and expenses. We also recommend adding a 10% contingency to allow additional exploration of issues, if needed. The contingency would only be used if there was mutual agreement with you that additional work would be beneficial. The ultimate test of a quality project is that the client is pleased with the results, and we are committed to achieving that goal.

The City of San Leandro  
May 16, 2023

## Conclusion

The City of San Leandro will continue to be a valued client of Baker Tilly. We look forward to discussing your questions and feedback.

Sincerely,



Carol Jacobs, Managing Director  
Baker Tilly US, LLP  
+1 (714) 287-1547 | [carol.jacobs@bakertilly.com](mailto:carol.jacobs@bakertilly.com)

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. © 2022 Baker Tilly US, LLP.

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**EXHIBIT B****COMPENSATION SCHEDULE & REIMBURSABLE EXPENSES****Professional fee**

The total cost of this project as described in this proposal is \$62,800, which includes all fees and expenses. We also recommend adding a 10% contingency to allow additional exploration of issues, if needed. The contingency would only be used if there was mutual agreement with you that additional work would be beneficial. The ultimate test of a quality project is that the client is pleased with the results, and we are committed to achieving that goal.

**Baker Tilly Rates**

<b>Title</b>	<b>Rate</b>
<b>Managing Director</b>	<b>\$295</b>
<b>Special Advisor</b>	<b>\$225</b>
<b>Consulting Manager</b>	<b>\$180</b>
<b>Peer Review</b>	<b>\$225</b>
<b>Administrative Support</b>	<b>\$60</b>

## EXHIBIT C

### INDEMNIFICATION

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

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

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

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

## EXHIBIT D

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

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

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



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Carol Jacobs

carol.jacobs@bakertilly.com

Managing Director

Baker Tilly US

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Tom Liao

tliao@sanleandro.org

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Richard Pio Roda

rpioroda@meyersnave.com

Principal

Signing Group: City Attorney

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Mayette Bailey

mbailey@sanleandro.org

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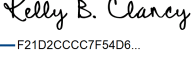
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Fran Robustelli frobustelli@sanleandro.org City Manager Signing Group: City Manager Security Level: Email, Account Authentication (None)	<div> DocuSigned by:    C063C023AF624E3... </div> Signature Adoption: Pre-selected Style Using IP Address: 192.83.149.200	Sent: 6/6/2023 9:21:55 AM Viewed: 6/6/2023 9:35:29 AM Signed: 6/6/2023 9:35:37 AM
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Kelly B. Clancy kclancy@sanleandro.org Acting City Clerk City of San Leandro Signing Group: City Clerk Security Level: Email, Account Authentication (None)	<div> DocuSigned by:    F21D2CCCC7F54D6... </div> Signature Adoption: Pre-selected Style Using IP Address: 192.83.149.200	Sent: 6/6/2023 9:35:40 AM Viewed: 6/6/2023 9:48:25 AM Signed: 6/6/2023 9:48:39 AM
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From time to time, City of San Leandro (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

### **How to contact City of San Leandro:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [clerk@sanleandro.org](mailto:clerk@sanleandro.org)

To contact us by paper mail, please send correspondence to:

City of San Leandro

835 E 14th St

San Leandro, 94577

### **To advise City of San Leandro of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [tbatalla@sanleandro.org](mailto:tbatalla@sanleandro.org) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

### **To request paper copies from City of San Leandro**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [clerk@sanleandro.org](mailto:clerk@sanleandro.org) and in the body of such request you must state your email address, full name, mailing address, and telephone number.

### **To withdraw your consent with City of San Leandro**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [clerk@sanleandro.org](mailto:clerk@sanleandro.org) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

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