

AGREEMENT

BETWEEN THE

CITY OF SAN DIEGO



AND

**EXPONENT PARTNERS,
INC.**

**TO PROVIDE HOPE TECH
SUITE SOFTWARE
LICENSES AND
SOFTWARE
IMPLEMENTATION AND
ADMINISTRATIVE
SUPPORT SERVICES**

AGREEMENT

This Agreement (Agreement) is entered into by and between the City of San Diego, a municipal corporation (City), and Exponent Partners, Inc., a California corporation (Contractor).

RECITALS

- A. City wishes to purchase from Contractor and Contractor desires to sell to City Exponent Case Management Licenses (Hope Tech Suite) as set forth in Exhibit A (the “Goods”).
- B. City wishes to retain Contractor for software implementation and administrative support services (Services) as further described in the Scope of Work, attached hereto as Exhibit A. Contractor has the expertise, experience, and personnel necessary to provide the Services.
- C. City and Contractor (collectively, the “Parties”) wish to enter into an agreement whereby City will retain Contractor to provide the Goods and Services.
- D. This Agreement is exempt from competitive bidding requirements pursuant to San Diego Municipal Code (SDMC) section 22.3208(d) because the Purchasing Agent has certified that the award of a sole source contract is necessary under SDMC section 22.3016(a).

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is acknowledged, City and Contractor agree as follows:

ARTICLE 1 CONTRACTOR SERVICES

1.1 Scope of Services. Contractor shall provide the Goods in the quantities and at the prices stated in Exhibit A and Services to the City as described generally in Exhibit A, Scope of Work, and more specifically in Exhibits D and E; each of these exhibits are incorporated herein by reference.

1.2 Contract Administrator. Your Safe Place, A Family Justice Center, within the Office of the City Attorney, (Department) is the Contract Administrator for this Agreement. Contractor shall provide the Goods and Services under the direction of a designated representative of the Department as follows:

Diane Doherty
Executive Director
Your Safe Place, a Family Justice Center
1122 Broadway, Suite 200
San Diego, CA 92101
(619) 533-3583
ddoherty@sandiego.gov

Contractor shall also include the following representative of the Department on any communications regarding the provision of Goods and Services under this contract:

Kevin Westover
Program Manager
Office of the City Attorney
1200 Third Ave., Suite 1100
San Diego, CA 92101
(619) 533-5893
kwestover@sandiego.gov

1.3 Exponent Partners Professional Services Agreement Version 01795. This Agreement incorporates by reference the Exponent Partners Professional Services Agreement Version: 01795, attached hereto as Exhibit B.

1.4 Submittals Required with the Agreement. Contractor is required to submit all forms and information delineated in Exhibit C before the Agreement is executed.

ARTICLE 2 DURATION OF AGREEMENT

2.1 Term. This Agreement shall be for an initial term of two years, as set forth in Exhibit D, Exponent Case Management License Order Form, and Exhibit E, Statement of Work beginning on the Effective Date and extending through 1/1/2025. The term of this Agreement shall not exceed five years unless approved by the City Council by ordinance.

2.2 Effective Date. This Agreement shall be effective on the date it is executed by the last Party to sign the Agreement and approved by the City Attorney in accordance with San Diego Charter Section 40 (Effective Date).

ARTICLE 3 COMPENSATION

3.1 Amount of Compensation. City shall pay Contractor for Goods and performance of all Services rendered in accordance with this Agreement in an amount not to exceed \$60,800.

**ARTICLE 4
WAGE REQUIREMENTS**

4.1 Reserved.

**ARTICLE 5
CONTRACT DOCUMENTS**

5.1 Contract Documents. This Agreement including its exhibits completely describes the goods and services to be provided.

5.2 Counterparts. This Agreement may be executed in counterparts, which when taken together shall constitute a single signed original as though all Parties had executed the same page.

IN WITNESS WHEREOF, this Agreement is executed by City and Contractor acting by and through their authorized officers.

CONTRACTOR
Exponent Partners

CITY OF SAN DIEGO
A Municipal Corporation

By: David Collier

By: C. Abarca

Name: David Collier

Name: Claudia Abarca

Title: VP Finance and Legal

Director, Purchasing & Contracting

Date: March 17, 2023

Date: Apr 12, 2023

Approved as to form this 18th day of
April, 2023.

MARA W. ELLIOTT, City Attorney

By: Justin R. Bargar
Justin R. Bargar (Apr 18, 2023 09:27 PDT)

Deputy City Attorney

Justin R. Bargar

Print Name

EXHIBIT A SCOPE OF WORK

A. OVERVIEW

It is necessary for Your Safe Place, A Family Justice Center (YSP), within the Office of the City Attorney, to upgrade its case management system because YSP's previous system is no longer supported and YSP's interim system is limited in functionality. YSP intends to upgrade to the Hope Tech Suite, a state-of-the-art client intake and case management software system developed and owned by Exponent Partners. The Hope Tech Suite was specifically designed for family justice centers, such as YSP, and similar multi-agency service models. The Hope Tech Suite meets general data protection regulations, is Violence Against Women Act (VAWA) compliant regarding digital release of information, includes partner agency queues to facilitate centralized intake, and includes victim service specific assessments, including: danger assessment, strangulation assessment, adult and child hope scale, adverse childhood experiences score, and OVC Developed Poly-Victimization Tools.

B. REQUIREMENTS AND TASKS

Contractor shall provide the Goods according to the attached Exhibit D, Exponent Case Management License Order Form, and perform the Services according to the attached Exhibit E, Statement of Work.

C. ROLES AND RESPONSIBILITIES

Refer to Exhibit D, Exponent Case Management License Order Form, and Exhibit E, Statement of Work, for a pricing breakdown of the Goods and Services being provided.

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EXHIBIT B

**EXPONENT PARTNERS PROFESSIONAL SERVICES AGREEMENT VERSION:
01795**



Exhibit B

Professional Services Agreement

This Professional Services Agreement (this “*Agreement*”), ExP Contract 01795 dated 2/24/2023, is by and between Exponent Partners, a California corporation (“*Exponent*”), and the City of San Diego, a municipal corporation (“*Client*” or “*City*”).

NOW, THEREFORE, for good and valuable consideration, intending to be legally bound and pursuant to the terms and conditions of the Agreement, it is hereby agreed as follows:

1. Agreement

You agree that You have accepted the terms of this Agreement, which will govern all SOWs between You and Exponent, unless otherwise agreed in a signed writing between the Parties. Capitalized terms not otherwise defined herein shall have the meaning given them in Section 12 below. In connection with entering into this Agreement, You may have already signed or may agree to one or more SOWs from time to time. Both Client and Exponent agree that upon signing a SOW that incorporates these terms by reference therein, the following terms shall govern the Parties’ relationship.

2. Engagement

Exponent shall provide Services to Client as described in one or more Statements of Work mutually executed by Exponent and Client, which shall incorporate this Agreement by reference therein.

2.1. By entering into this Agreement, You agree to the terms of the Statement(s) of Work and the terms of this Agreement. If You are entering into this Agreement on behalf of a company or other legal entity, You represent and warrant that You have the authority to bind such entity to this Agreement. If You do not have such authority, or if You do not agree with the terms of the Agreement, You must not accept this Agreement.

2.2. With the exception of engagements consisting solely in the delivery of Strategic Consulting Services, Client must have an active subscription to the Salesforce Service prior to Exponent performing Services. The Parties acknowledge and agree the Work Product and Deliverables will be hosted by or on Your behalf by Salesforce.com, in the Salesforce.com “cloud” and Exponent is not responsible for hosting Work Product and Deliverables. As such, the ability of Exponent to perform Services contemplated under this Agreement is dependent on, without limitation, Client’s internet connectivity, Client obtaining and maintaining a valid subscription to the Salesforce Service, the availability of the Salesforce Service, and such other terms and conditions as imposed by Salesforce.com.

- 2.3. If You install or enable Third-Party Applications after completion of Services rendered in connection with this Agreement (other than the Salesforce Service), Exponent shall not be responsible for any disclosure, modification or deletion of Work Product and/or Deliverables resulting from any access by, or interaction with, such Third-Party Application software.

3. Services and Fees

- 3.1. **Statements of Work.** Statements of Work shall be used as work orders under this Agreement, considered part of this Agreement, and subject to the terms and conditions herein.
- 3.2. **Fees.** You will pay all fees specified in SOWs.
- 3.3. **Invoicing and Payment.** Exponent shall issue monthly invoices for Services rendered and expenses incurred during the prior calendar month. Unless otherwise stated in the SOW, invoiced charges are due Net 30 days from the invoice date. You are responsible for providing complete and accurate billing and contact information to Us and notifying Us of any changes to such information.
- 3.4. **Deposit.** Exponent reserves the right to request a deposit for fees as specified in SOWs.
- 3.5. **Overdue Charges.** If any invoiced amount is not received by Us by the due date, then, without limiting Our rights or remedies:
 - 3.5.1. Those charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower; and/or
 - 3.5.2. We may condition delivery of future Services on payment terms shorter than those specified in Section 3.3 (Invoicing and Payment).
- 3.6. **Suspension of Services and Acceleration.** If any amount owing by You under this or any other agreement for Our Services is 30 or more days overdue We may, without limiting Our other rights and remedies, suspend Our Services to You until such amounts are paid in full. We will give You at least 10 days' prior notice that Your account is overdue, in accordance with Section 11.4 (Manner of Giving Notice) for billing notices, before suspending services to You.
- 3.7. **Payment Disputes.** We will not exercise Our rights under Sections 3.4 (Overdue Charges) or 3.5 (Suspension of Service and Acceleration) above if You are disputing the applicable charges reasonably and in good faith and are cooperating diligently to resolve the dispute.
- 3.8. **Taxes.** Our fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "Taxes"). You are

responsible for paying all Taxes associated with Your purchases hereunder. If We have the legal obligation to pay or collect Taxes for which You are responsible under this Section 3.7, We will invoice You and You will pay that amount unless You provide Us with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, We are only responsible for taxes assessable against Us based on Our income, property and employees.

- 3.9. **Travel Time.** Exponent’s proposals do not include estimates of travel time or expense. Client may request, in writing, that Exponent perform Services under this Agreement—or a portion thereof—at Client’s work site. In such a case, Exponent shall charge Client for one-half of the time required to travel to Client’s work site at the rates in effect under the applicable SOW.
- 3.10. **Expenses.** Except as otherwise provided herein, Client shall reimburse Exponent for expenses, at cost, incurred in the provision of Services under this Agreement provided Client has pre-approved such expenses in advance. Pre-approved expenses shall be appended to the next invoice to Client with supporting documentation including original receipts. The Parties agree the Client shall not be obligated to reimburse Exponent for any expenses incurred that were not pre-approved in writing by Client.
- 3.11. **Price Adjustments.** Based on Exponent’s written request and justification, the Client may approve an increase in unit prices on Exponent’s pricing pages consistent with the amount requested in the justification in an amount not to exceed the increase in the Consumer Price Index, San Diego Area, for All Urban Customers (CPI-U) as published by the Bureau of Labor Statistics, or 5.0%, whichever is less, during the preceding one year term. If the CPI-U is a negative number, then the unit prices shall not be adjusted for that option year (the unit prices will not be decreased). A negative CPI-U shall be counted against any subsequent increases in the CPI-U when calculating the unit prices for later option years. Exponent must provide such written request and justification no less than sixty days before the date in which Client may exercise the option to renew the contract, or sixty days before the anniversary date of the Agreement. Justification in support of the written request must include a description of the basis for the adjustment, the proposed effective date and reasons for said date, and the amount of the adjustment requested with documentation to support the requested change (e.g. CPI-U or 5.0%, whichever is less). Client’s approval of this request must be in writing.
- 3.12. **Change Order Process.** Either Party may request changes in the Services performed under a specific SOW. All such changes in the Services that affect the scope of work, term, or fees payable under an SOW shall be formalized in a written change control document executed by both Parties (hereinafter “**Change Order**”). Unless and until the Parties execute a written Change Order, Exponent shall provide Services according to, and Client shall be obligated for the fees under, the terms of the original SOW.

4. **Ownership and Pre-Existing Materials.**

- 4.1. **Work Product License.** Effective upon Exponent’s receipt of full payment of all applicable fees set forth in the applicable SOW, Exponent grants to Client an irrevocable,

worldwide, perpetual, nonexclusive, royalty-free right and license to use, display, transmit, distribute, perform and reproduce those portions of the Work Product solely as is necessary to demonstrate and market the Deliverables to end users; edit, adapt, modify, translate, develop, and create derivative works from the Deliverables solely as necessary to maintain and further develop the Deliverables; and allow end users to use the Deliverables. The foregoing license is referred to as the “**Work Product License.**”

- 4.2. **Pre-existing Materials.** In addition, Exponent hereby grants to Client an irrevocable, perpetual, royalty-free, worldwide, non-exclusive license to use, copy, distribute, and display Pre-Existing Materials necessary for Client to use in connection with the exploitation of any of the rights granted under the Work Product License, provided, however, that the foregoing license to Pre-Existing Materials shall be used solely in connection with the use of the Work Product.
- 4.3. **Restrictions.** Client understands its use of the Deliverables, Work Product, and Pre-Existing Materials (collectively, the “**Contract IP**”) is for its own business purposes only. Client may not sell, license, or distribute any Contract IP to any third party organization. In addition, Client agrees it will not:
 - 4.3.1. Sublicense or distribute the Pre-Existing Materials or Work Product separate from the Deliverables; or
 - 4.3.2. Use any Contract IP to provide outsourced consulting services, development services, design services, or engineering services to any third party in competition with Exponent. Client agrees to reproduce and include any copyright or other proprietary rights notices of Exponent in all copies, in whole or in part, of the Contract IP and take reasonable steps to ensure its distributors and third Parties who have access to source code of Contract IP conform to the terms and conditions of this Agreement. Client shall be jointly and severally liable for any breach of the restrictions of this Agreement by a third party given access to the Contract IP by Client.

5. **Proprietary Information and Confidentiality.**

- 5.1. Exponent acknowledges the confidential and secret character of the Proprietary Information, and agrees the Proprietary Information is the sole, exclusive and extremely valuable property of Client. Accordingly, Exponent agrees not to use the Proprietary Information except in the performance of this Agreement, and not to disclose all or any part of the Proprietary Information in any form to any third party, either during or after the term of this Agreement, without the prior written consent of Client. Notwithstanding the foregoing, Exponent may disclose Proprietary Information without violating the obligations of this Agreement to the extent such disclosure is required by a valid order of a court or other governmental body having jurisdiction, provided that Exponent gives Client reasonable prior written notice of such disclosure and makes a reasonable effort to assist Client in obtaining a protective order preventing or limiting the disclosure and/or requiring that the Proprietary Information so disclosed be used only for the purposes for which the law or regulation required, or for which the order was issued. Upon termination

of this Agreement for any reason, including expiration, Exponent agrees to cease using and to return to Client all whole and partial copies and derivatives of the Proprietary Information, whether in Exponent's possession or under Exponent's direct or indirect control. Exponent will use commercially reasonable efforts to cause all Exponent personnel, independent contractors, and consultants providing Services hereunder to be bound by this section. Exponent's obligations under this Section 5 shall terminate 5 years from the date of last disclosure of Your Proprietary Information to Exponent hereunder.

- 5.2. Exponent and Client agree that they will each comply with all applicable data protection laws and regulations in any relevant jurisdiction with respect to dealing with, disclosing and exchanging any Personal Data in connection with this Agreement.”
- 5.3. Upon contract expiration or termination of the contract, Exponent will immediately provide to the designated Contractor Administrator electronic copies of the data collected and recorded. Data format will be agreed upon by both Exponent and Client, but at a minimum, data records will be provided in ASCII comma, separated value (CSV) format, with binary images in TIFF, JPG, or PDF format.

6. Term and Termination.

- 6.1. This Agreement shall commence on the Effective Date and shall continue in full force unless terminated earlier under the following provisions of this section. Notwithstanding anything herein, the entire term of the Agreement, including any Extension Terms, shall not exceed five (5) years unless approved by Client's City Council by ordinance.
- 6.2. This Agreement and any SOW may be terminated for convenience by either Party upon thirty (30) days prior written notice to the other Party. Termination of the Agreement shall automatically terminate all SOWs then in effect.
- 6.3. Upon termination of this Agreement and/or any SOW, Client shall pay Exponent for all work done and expenses incurred up to and including the date of termination, and in exchange, Exponent shall return to Client, or destroy at Client's option, all Proprietary Information of Client in its possession and provide to Client all Work Product produced or in production up to and including the date of termination.
- 6.4. Sections 4, 5, 6, 7, 9, 10, 11 and 12 of this Agreement and any accrued rights to payment shall survive termination, regardless of the reason for termination.

7. Warranty and Disclaimers

- 7.1. Exponent warrants it will use commercially reasonable efforts to ensure all Services rendered pursuant to this agreement are performed in a workmanlike manner consistent with industry practices. Except for the foregoing, Services, Work Product, and Deliverables are provided “AS IS,” without any warranty of any kind. Exponent and/or its subcontractors disclaim any and all warranties, either express or implied, including, without limitation, any warranty of merchantability, title or fitness for a particular purpose.



Exponent makes no warranty or representation regarding the results that may be obtained from the use of the Work Product or Deliverables created pursuant to this Agreement, the accuracy or reliability of any information obtained through the Services rendered in connection with this Agreement, or that the Deliverables will meet Your requirements, or be uninterrupted, timely, secure or error-free. Use of the Deliverables is at Your sole risk. Any material and/or data stored, downloaded or otherwise obtained through the use of the Deliverables is at Your own discretion and risk. You will be solely responsible for any damage to You resulting from the use of the Deliverables.

- 7.2. You acknowledge Your use of Deliverables is dependent on the Salesforce Platform and may experience interruptions in Your access to Deliverables as a result of interruptions in the Salesforce Platform, general internet conditions or other activities beyond Our control. You also agree regardless of any statement, unless We agree in an executed written document specifically amending this Agreement, Exponent is not responsible for incidental or consequential damages You may suffer, including, but not limited to, incidental or consequential damages arising out of, limitations, delays, and other problems commonly occurring in the use of the internet, use of the Salesforce Platform or use of computer communications.

8. Malicious Code.

Each Party represents and warrants it will not transmit to the other Party any Malicious Code.

9. Limitation of Liability.

To the extent permitted by applicable law:

- 9.1. In no event shall Exponent be liable under any legal theory for any special, indirect, consequential, exemplary or incidental damages, however caused, arising out of or relating to this Agreement, even if Exponent has been advised of the possibility of such damages; and
- 9.2. In no event shall Exponent's aggregate liability arising out of or relating to this Agreement (regardless of the form of action giving rise to such liability, whether in contract, tort or otherwise) exceed the fees payable by Client to Exponent under the particular SOW that is the source of the liability, provided, however, this limit will not apply to the liability caused by Exponent's gross negligence of intentional bad acts. Client acknowledges Exponent's fee structure is based, in part, upon these limitations and agrees that these limitations shall apply notwithstanding any failure of essential purpose of any limited remedy.

10. Governing Law.

This Agreement is to be construed in accordance with and governed by the laws of the State of California without giving effect to any choice of law rule that would cause the application of the laws of any jurisdiction other than the laws of the State of California to the rights and duties of the Parties.

11. General.

11.1. **Independent Contractor.** This Agreement shall not be construed as creating an agency, partnership, joint venture, or any other form of association, for tax purposes or otherwise, between the Parties; and the Parties shall at all times be and remain independent contractors. Except as expressly agreed by the Parties in writing, neither Party shall have any right or authority, express or implied, to assume or create any obligation of any kind, or to make any representation or warranty, on behalf of the other Party or to bind the other Party in any respect whatsoever.

11.2. **Severability.** In the event any provision of this Agreement is found to be legally unenforceable, such unenforceability shall not prevent enforcement of any other provision of the Agreement.

11.3.1. **Press Releases; Marketing.** Press Releases; Marketing. Exponent agrees and acknowledges that it will comply with the provisions of Client’s Council Policy 000-41, Endorsement.”

11.4. Manner of Giving Notice.

Except as otherwise specified in this Agreement, all notices, permissions and approvals hereunder shall be in writing and shall be deemed to have been given upon:

11.4.1. Personal delivery;

11.4.2. The third business day after mailing;

11.4.3. The second business day after sending by confirmed facsimile; or

11.4.4. The first business day after sending by email (provided email shall not be sufficient for notices of termination or an indemnifiable claim).

11.4.5. Notices to You shall be addressed to the Client’s Contract Administrator and any other persons specified in the Agreement between the Client and Exponent to provide Hope Tech Suit Software Licenses and Software Implementation and Administrative Support Services, and, in the case of billing-related notices, to the Billing Contact at the following address:

City of San Diego / Office of the City Attorney
Administrative Division/Accounts Payable
1200 Third Ave.
San Diego, California 92101
United States
(619) 533-5623



Notices to Exponent should be sent via email to finance@exponentpartners.com or via USPS or commercial delivery service to the following address:

Exponent Partners
ATTN: Rem Hoffmann
50 California St, Suite 1500
San Francisco, CA 94111
United States of America.

11.5. Disputes.

Before either Party brings or initiates any action or proceeding regarding any dispute arising out of, relating to or in connection with this Agreement (including a claim that the other Party breached any of its obligations herein), authorized representatives of each Party shall meet within fifteen (15) days after receipt of written notice by either Party at a mutually agreeable time and place to discuss possible resolution of the dispute.

11.5.1. Mediation. If a dispute arises out of or relates to this Agreement and cannot be settled through normal contract negotiations, Exponent and Client shall use mandatory non-binding mediation before having recourse in a court of law.

11.5.2. Selection of Mediator. A single mediator that is acceptable to both Parties shall be used to mediate the dispute. The mediator will be knowledgeable in the subject matter of this Agreement, if possible.

11.5.3. Expenses. The expenses of witnesses for either side shall be paid by the party producing such witnesses. All other expenses of the mediation, including required traveling and other expenses of the mediator, and the cost of any proofs or expert advice produced at the direct request of the mediator, shall be borne equally by the Parties, unless they agree otherwise.

11.5.4. Conduct of Mediation Sessions. Mediation hearings will be conducted in an informal manner and discovery will not be allowed. The discussions, statements, writings, and admissions will be confidential to the proceedings (pursuant to California Evidence Code sections 1115 through 1128) and will not be used for any other purpose unless otherwise agreed by the Parties in writing. The Parties may agree to exchange any information they deem necessary. Both Parties shall have a representative attend the mediation who is authorized to settle the dispute, though Client's recommendation of settlement may be subject to the approval of the Mayor and City Council. Either party may have attorneys, witnesses or experts present.

11.5.5. Mediation Results. Any agreements resulting from mediation shall be memorialized in writing. The results of the mediation shall not be final or binding unless otherwise agreed to in writing by the Parties. Mediators shall not be subject to any subpoena or liability, and their actions shall not be subject to discovery.

11.6. No Waiver.

No failure or delay by either Party in exercising any right under this Agreement shall constitute a waiver of that right.

11.7 Assignment.

You may not assign any of Your rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of Exponent. Notwithstanding the foregoing, either Party may assign this Agreement in its entirety (including all Statements of Work), upon notice but without consent of the other Party, to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets to a company, which is not a competitor of the other Party. A Party's sole remedy for any purported assignment by the other Party in breach of this paragraph shall be, at the non-assigning Party's election, termination of this

11.8. Insurance.

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

Exponent shall provide, at a minimum, the following:

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

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

11.8.3. Workers' Compensation. Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. 13.4. Professional Liability (Errors and Omissions). For consultant contracts, insurance appropriate to Consultant's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If Exponent maintains broader coverage and/or higher limits than the minimums shown above, Client requires and shall be entitled to the broader coverage and/or the higher limits



maintained by Exponent. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to Client.

11.8.4. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:

11.8.4.1. Additional Insured Status. The Client, 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 Exponent 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 Exponent's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

11.8.4.2. Primary Coverage. For any claims related to this Agreement, Exponent's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the Client, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by Client, its officers, officials, employees, or volunteers shall be excess of Exponent's insurance and shall not contribute with it.

11.8.4.3. Notice of Cancellation. Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to Client.

11.8.4.4. Waiver of Subrogation. Exponent hereby grants to Client a waiver of any right to subrogation which the Workers' Compensation insurer of said Exponent may acquire against Client by virtue of the payment of any loss under such insurance. Exponent 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 Client has received a waiver of subrogation endorsement from the insurer.

11.8.4.5. Claims Made Policies (applicable only to professional liability). The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. 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, Exponent must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

11.8.5. Self-Insured Retentions. Self-insured retentions must be declared to and approved by Client. Client may require Exponent to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed

to provide, that the self-insured retention may be satisfied by either the named insured or Client.

11.8.5.1. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VI, unless otherwise acceptable to Client.

Client will accept insurance provided by non-admitted, "surplus lines" carriers only if the carrier is authorized to do business in the State of California and is included on the List of Approved Surplus Lines Insurers (LASLI list). All policies of insurance carried by non-admitted carriers are subject to all of the requirements for policies of insurance provided by admitted carriers described herein.

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

11.8.5.3. Special Risks or Circumstances. Client reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

11.8.5.4. Additional Insurance. Exponent may obtain additional insurance not required by this Agreement.

11.8.5.5. Excess Insurance. All policies providing excess coverage to Client shall follow the form of the primary policy or policies including but not limited to all endorsements.

11.8.5.6. Subcontractors. Exponent shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Exponent shall ensure that Client is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a format at least as broad as the CG 20 38 04 13 endorsement.

11.9. Drug-Free Workplace Certification.

Exponent shall comply with City's Drug Free Workplace requirements set forth in Council Policy 100-07, which is incorporated into the Agreement by this reference

11.10. Non-Discrimination Ordinance.

Exponent shall not discriminate on the basis of race, gender, gender expression, gender identity, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring or treatment of subcontractors, vendors or suppliers. Exponent shall provide equal opportunity for subcontractors to participate in subcontracting opportunities. Exponent understands and agrees that violation of this clause shall be considered a material breach of the Agreement and may result in Agreement termination, debarment, or other sanctions. Exponent shall ensure that this language is included in contracts between Exponent and any subcontractors, vendors and suppliers.

11.11. Compliance Investigations.

Upon Customer's request, Exponent agrees to provide to Client, within sixty calendar days, a truthful and complete list of the names of all subcontractors, vendors, and suppliers that Exponent has used in the past five years on any of its contracts that were undertaken within San Diego County, including the total dollar amount paid by Exponent for each subcontract or supply contract. Exponent further agrees to fully cooperate in any investigation conducted by Client pursuant to City's Nondiscrimination in Contracting Ordinance. Exponent understands and agrees that violation of this clause shall be considered a material breach of the Agreement and may result in Agreement termination, debarment, and other sanctions

11.12. Americans with Disabilities Act.

Exponent agrees to comply with Customer's Council Policy 100-04, which provides that all City of San Diego vendors, including but not limited to construction vendors, consultants, grantees, and providers of goods and services, agree to comply with all applicable titles of the Americans with Disabilities Act

11.13 Business Tax Certificate.

Unless the City Treasurer determines in writing that a contractor is exempt from the payment of business tax, any contractor doing business with the City of San Diego is required to obtain a Business Tax Certificate (BTC) and to provide a copy of its BTC to the City before a Contract is executed."

11.14 Contractor Standards.

Exponent shall comply with Contractor Standards provisions codified in the San Diego Municipal Code. Exponent understands and agrees that violation of Contractor Standards may be considered a material breach of the Agreement and may result in Agreement termination, debarment, and other sanctions.

11.15 Force Majeure.

Neither Party shall be liable to the other Party for any loss or damage resulting from a Party's failure to perform due to an Event of Force Majeure.

11.16. Authorized Signatures.

By their execution of the Statement(s) of Work, the Parties hereto have agreed to all the terms and conditions of this Exponent Partners Agreement, and each signatory represents it has the full authority to enter into the SOW and this Agreement and to bind her/his respective Party to all the terms and conditions herein.

12. Definitions.

- 12.1. "Agreement"** means the terms and conditions of this Professional Services Agreement as may be updated in accordance with the terms and conditions hereof, and any SOW, as may be amended from time to time in accordance with Section 3.11 above.
- 12.2. "Billing Contact"** means the person You authorize to receive billing information related to the Exponent Professional Services.
- 12.3. "Client," "You," or "Your"** means the company or other legal entity on behalf of which you are accepting this Agreement and Affiliates of that company or entity and/or the individual entering this Agreement on behalf of such entity, as indicated by the context.
- 12.4. "Client Sponsor"** means those persons You designate whom You authorize to purchase Exponent Professional Services and to act on Your behalf to direct Exponent in the performance of services contemplated under this Agreement. Unless otherwise stated on an SOW, the Client Sponsor is also authorized to execute the Agreement and enter into other amendments to this Agreement.
- 12.5. "Deliverables"** means final versions of the Work Product delivered to Client under this Agreement.
- 12.6. "Effective Date"** means the date the last Party signs the agreement between Exponent and the Client to Provide Hope Tech Suite Software Licenses and Software and Implementation and Administrative Support Services and approved by the City Attorney in accordance with San Diego Charter Section 40.
- 12.7. "Event of Force Majeure"** means an event beyond the control of either Party that prevents a Party from complying with any of its obligations under this Agreement including, but not limited to: an act of God (such as, but not limited to, fires, explosions, earthquakes, drought, tidal waves, and floods); war, hostilities (whether war be declared or not), invasion, act of foreign enemies, mobilization, requisition, or embargo; rebellion, revolution, insurrection, military or usurped power, or civil war; contamination by radioactivity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic

explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly; riot, commotion, strikes, go-slows, lockouts or disorder; or acts or threats of terrorism.

- 12.8. **“Malicious Code”** means viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs.
- 12.9. Exponent and Client are referred to herein, as appropriate, as a **“Party”** individually or as the **“Parties”** collectively.
- 12.10. **“Pre-existing Materials”** means any and all material, notes, records, drawings, designs, inventions, improvements, developments, discoveries, and data owned or used by Exponent or provided to Client in the provision of the Services hereunder and necessary for Client to use the Deliverables.
- 12.11. **‘Personal Data’** means any information relating to an identified or identifiable person where an “identifiable person” is one who can be identified, directly or indirectly, by reference to an identification number or to one or more factors specific to his or her physical, psychological, mental, economic, cultural or social identity, including social security numbers, government-issued identification card numbers, financial account numbers (including credit or debit card numbers and any related social security codes or passwords), health-related or medical information, health insurance identification numbers, and information in a health insurance application or claims history.
- 12.12. **“Proprietary Information”** means the confidential and proprietary information relating to Client’s business and organizational data, practices, strategies, policies, research, designs and technologies that Client shares with Exponent or to which Exponent is exposed in rendering Services during the term of this Agreement, including, but not limited to: information supplied to Exponent with the legend ‘Confidential’ or ‘Proprietary’; Client’s marketing strategies; Client materials or data; Client’s financial information, donor and/or grantee lists and related information; Client’s internal organization, employee, and consultant information; Client designs, artwork, graphics, and related content; Client’s technology; and information of third Parties as to which Client has an obligation of confidentiality. Proprietary Information shall not include information that:
- 12.12.1. At the time of disclosure was in the public domain;
- 12.12.2. Became part of the public domain by means other than Exponent's disclosure;
- 12.12.3. Was disclosed by Client to a third party without obligation of confidentiality; and
- 12.12.4. Was known to Exponent prior to the time Exponent provided the services as evidenced by documentation in Exponent’s possession.



- 12.13. **“Salesforce Service”** means the platform and/or application service being provided by Salesforce.com on and/or using which Exponent shall perform the services contemplated in Statement(s) of Work incorporating this Agreement by reference.
- 12.14. **“Services”** means information technology professional services and other consulting services provided to Client in connection with this Agreement.
- 12.15. **“Statement of Work”** or **‘SOW’** means the form evidencing Your engagement of Exponent Partners to perform Services submitted in online or written form explicating, among other things: scope of work; work schedules; definitions of Deliverables; hourly rates and/or fixed fees, and payment schedules.
- 12.16. **“Third-Party Applications”** means online, Web-based applications and offline software products that are provided by third Parties, interoperate with the Deliverables, and are identified as third-party applications. For purposes of clarification, the Salesforce Service is a Third-Party Application.
- 12.17. **“We,” “Us,” “Our”** or **“Exponent”** means Exponent Partners, a California corporation.
- 12.18. **“Work Product”** means all copyrightable material, notes, records, drawings, designs, inventions, improvements, developments, discoveries and trade secrets conceived, made, or discovered by Exponent, solely or in collaboration with others, pursuant to work performed under this Agreement. Work Product is the property of Exponent.

This Agreement may be executed by one or more of the Parties on any number of separate counterparts, each of which counterparts shall be an original, but all of which when together shall be deemed to constitute one and the same instrument.

This Agreement shall be construed in accordance with the laws of the State of California.

The terms hereof may not be terminated, amended, supplemented, or modified orally, but only by an instrument duly authorized by each of the Parties hereto.



IN WITNESS WHEREOF, the Parties have caused their proper and duly authorized officer or agent to execute and deliver this Professional Services Agreement as of the date set forth by their respective signature below.

**CITY OF SAN DIEGO / OFFICE OF THE CITY
ATTORNEY (CLIENT)**

EXPONENT PARTNERS (EXPONENT)

BY: *Justin R. Bargar*
Justin R. Bargar (Apr 18, 2023 09:27 PDT)

BY: *David Collier*

DATE: {{
Apr 18, 2023

DATE: March 17, 2023

NAME: {{{
Justin R. Bargar

NAME: David Collier

TITLE: {{{
Deputy City Attorney

TITLE: VP, Finance and Legal

EXHIBIT C

CITY REQUIRED FORMS

Contractor Standards Pledge of Compliance
Equal Opportunity Contracting Form: Work Force Compliance
Insurance Certificates with all endorsements

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City of San Diego
CONTRACTOR STANDARDS
Pledge of Compliance

The City of San Diego has adopted a Contractor Standards Ordinance (CSO) codified in section 22.3004 of the San Diego Municipal Code (SDMC). The City of San Diego uses the criteria set forth in the CSO to determine whether a contractor (bidder or proposer) has the capacity to fully perform the contract requirements and the business integrity to justify the award of public funds. This completed Pledge of Compliance signed under penalty of perjury must be submitted with each bid and proposal. If an informal solicitation process is used, the bidder must submit this completed Pledge of Compliance to the City prior to execution of the contract. All responses must be typewritten or printed in ink. If an explanation is requested or additional space is required, Contractors must provide responses on Attachment A to the Pledge of Compliance and sign each page. Failure to submit a signed and completed Pledge of Compliance may render a bid or proposal non-responsive. In the case of an informal solicitation or cooperative procurement, the contract will not be awarded unless a signed and completed Pledge of Compliance is submitted. A submitted Pledge of Compliance is a public record and information contained within will be available for public review except to the extent that such information is exempt from disclosure pursuant to applicable law.

By signing and submitting this form, the contractor is certifying, to the best of their knowledge, that the contractor and any of its Principals have not within a five (5) year period – preceding this offer, been convicted of or had a civil judgement rendered against them for commission of a fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) contract or subcontract.

"Principal" means an officer, director, owner, partner or a person having primary management or supervisory responsibilities within the firm. The Contractor shall provide immediate written notice to the Procurement Contracting Officer handling the solicitation, at any time prior to award should they learn that this Representations and Certifications was inaccurate or incomplete.

This form contains 10 pages, additional information may be submitted as part of Attachment A.

A. BID/PROPOSAL/SOLICITATION TITLE:

City of San Diego / Office of the City Attorney - AFHI Hope Tech Suite

B. BIDDER/PROPOSER INFORMATION:

Exponent Partners Inc			
Legal Name	San Francisco	DBA	
50 California Street, Suite 1500		CA	94111
Street Address	City	State	Zip
Rem Hoffmann, CEO	(415) 297-0075		
Contact Person, Title	Phone	Fax	

Provide the name, identity, and precise nature of the interest* of all persons who are directly or indirectly involved** in this proposed transaction (SDMC § 21.0103). Use additional pages if necessary.

* The precise nature of the interest includes:

- the percentage ownership interest in a party to the transaction,
- the percentage ownership interest in any firm, corporation, or partnership that will receive funds from the transaction,
- the value of any financial interest in the transaction,
- any contingent interest in the transaction and the value of such interest should the contingency be satisfied, and
- any philanthropic, scientific, artistic, or property interest in the transaction.

** Directly or indirectly involved means pursuing the transaction by:

- communicating or negotiating with City officers or employees,
- submitting or preparing applications, bids, proposals or other documents for purposes of contracting with the City, or
- directing or supervising the actions of persons engaged in the above activity.

Rembert Hoffmann	CEO
Name	Title/Position
San Francisco, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
Majority Owner; only owner other than those shares sold to company ESOT as part of an ESOP plan run by the company	
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	
Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	
Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

C. OWNERSHIP AND NAME CHANGES:

1. In the past five (5) years, has your firm changed its name?
 Yes No

If **Yes**, use Attachment A to list all prior legal and DBA names, addresses, and dates each firm name was used. Explain the specific reasons for each name change.

2. Is your firm a non-profit?
 Yes No

If **Yes**, attach proof of status to this submission.

3. In the past five (5) years, has a firm owner, partner, or officer operated a similar business?
 Yes No

If **Yes**, use Attachment A to list names and addresses of all businesses and the person who operated the business. Include information about a similar business only if an owner, partner, or officer of your firm holds or has held a similar position in another firm.

D. BUSINESS ORGANIZATION/STRUCTURE:

Indicate the organizational structure of your firm. Fill in only one section on this page. Use Attachment A if more space is required.

Corporation Date incorporated: 01/19/2005 State of incorporation: CA

List corporation's current officers: President: Rembert Hoffmann
Vice Pres: Rembert Hoffmann
Secretary: Rembert Hoffmann
Treasurer: Rembert Hoffmann

Type of corporation: C Subchapter S

Is the corporation authorized to do business in California: **Yes** **No**

If **Yes**, after what date: 01/19/2005

Is your firm a publicly traded corporation? Yes No

If Yes, how and where is the stock traded? _____

If Yes, list the name, title and address of those who own ten percent (10 %) or more of the corporation's stocks:

Do the President, Vice President, Secretary and/or Treasurer of your corporation have a third party interest or other financial interests in a business/enterprise that performs similar work, services or provides similar goods? Yes No

If Yes, please use Attachment A to disclose.

Please list the following:	Authorized	Issued	Outstanding
a. Number of voting shares:	<u>1,000,000</u>	<u>14,082</u>	<u>14,082</u>
b. Number of nonvoting shares:	<u>0</u>	<u>0</u>	<u>0</u>
c. Number of shareholders:			<u>2</u>
d. Value per share of common stock:		Par	<u>\$ 0.00</u>
		Book	<u>\$ 235.34</u>
		Market	<u>\$ _____</u>

Limited Liability Company Date formed: _____ State of formation: _____

List the name, title and address of members who own ten percent (10%) or more of the company:

Partnership Date formed: _____ State of formation: _____

List names of all firm partners:

Sole Proprietorship Date started: _____

List all firms you have been an owner, partner or officer with during the past five (5) years. Do not include ownership of stock in a publicly traded company:

Joint Venture Date formed: _____

List each firm in the joint venture and its percentage of ownership:

Note: To be responsive, each member of a Joint Venture or Partnership must complete a separate *Contractor Standards form*.

E. FINANCIAL RESOURCES AND RESPONSIBILITY:

1. Is your firm preparing to be sold, in the process of being sold, or in negotiations to be sold?
 Yes **No**

If **Yes**, use Attachment A to explain the circumstances, including the buyer's name and principal contact information.

2. In the past five (5) years, has your firm been denied bonding?
 Yes **No**

If **Yes**, use Attachment A to explain specific circumstances; include bonding company name.

3. In the past five (5) years, has a bonding company made any payments to satisfy claims made against a bond issued on your firm's behalf or a firm where you were the principal?
 Yes **No**

If **Yes**, use Attachment A to explain specific circumstances.

4. In the past five (5) years, has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?
 Yes **No**

If **Yes**, use Attachment A to explain specific circumstances.

5. Within the last five years, has your firm filed a voluntary petition in bankruptcy, been adjudicated bankrupt, or made a general assignment for the benefit of creditors?
 Yes **No**

If **Yes**, use Attachment A to explain specific circumstances.

6. Are there any claims, liens or judgements that are outstanding against your firm?
 Yes **No**

If **Yes**, please use Attachment A to provide detailed information on the action.

7. Please provide the name of your principal financial institution for financial reference. By submitting a response to this Solicitation Contractor authorizes a release of credit information for verification of financial responsibility.

Name of Bank: First Republic Bank

Point of Contact: Ben Marcelo

Address: 111 Pine Street San Francisco CA 94111

Phone Number: (415) 616-2240

8. By submitting a response to a City solicitation, Contractor certifies that he or she has sufficient operating capital and/or financial reserves to properly fund the requirements identified in the solicitation. At City's request, Contractor will promptly provide to City

a copy of Contractor's most recent balance sheet and/or other necessary financial statements to substantiate financial ability to perform.

9. In order to do business in the City of San Diego, a current Business Tax Certificate is required. Business Tax Certificates are issued by the City Treasurer's Office. If you do not have one at the time of submission, one must be obtained prior to award.

Business Tax Certificate No.: _____ Year Issued: _____

F. PERFORMANCE HISTORY:

1. In the past five (5) years, has your firm been found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for defaulting or breaching a contract with a government agency?

Yes No

If **Yes**, use Attachment A to explain specific circumstances.

2. In the past five (5) years, has a public entity terminated your firm's contract for cause prior to contract completion?

Yes No

If **Yes**, use Attachment A to explain specific circumstances and provide principal contact information.

3. In the past five (5) years, has your firm entered into any settlement agreement for any lawsuit that alleged contract default, breach of contract, or fraud with or against a public entity?

Yes No

If **Yes**, use Attachment A to explain specific circumstances.

4. Is your firm currently involved in any lawsuit with a government agency in which it is alleged that your firm has defaulted on a contract, breached a contract, or committed fraud?

Yes No

If **Yes**, use Attachment A to explain specific circumstances.

5. In the past five (5) years, has your firm, or any firm with which any of your firm's owners, partners, or officers is or was associated, been debarred, disqualified, removed, or otherwise prevented from bidding on or completing any government or public agency contract for any reason?

Yes No

If **Yes**, use *Attachment A* to explain specific circumstances.

6. In the past five (5) years, has your firm received a notice to cure or a notice of default on a contract with any public agency?

Yes No

If **Yes**, use Attachment A to explain specific circumstances and how the matter resolved.

7. Performance References:

Please provide a minimum of three (3) references familiar with work performed by your firm which was of a similar size and nature to the subject solicitation within the last five (5) years.

Please note that any references required as part of your bid/proposal submittal are in addition to those references required as part of this form.

Company Name: One Safe Place

Contact Name and Phone Number: Michele Morgan
Contact Email: mmorgan@onesafeplace.org
Address: 1100 Hemphill St Ft Worth TX 76104
Contract Date: October 1, 2021
Contract Amount: \$ 22,110.00
Requirements of Contract: Tracking Case Mgmt activities; evaluate services, report to funders and Alliance

Company Name: National Network of Abortion Funds
Contact Name and Phone Number: Lisa Jervis
Contact Email: lisajervis@abortionfunds.org
Address: 9450 SW Gemini Drive Beaverton, OR 97008
Contract Date: August 18, 2021
Contract Amount: \$ 658,689.00
Requirements of Contract: Tracking Program activities; evaluate performance; report across network

Company Name: Lesbian and Gay Community Services Center
Contact Name and Phone Number: Jeffery Klein
Contact Email: jklein@gaycenter.org
Address: 208 13th street NY, NY 10011
Contract Date: September 13, 2018
Contract Amount: \$ 453,303.00
Requirements of Contract: Track case mgmt activities; evaluate services; report to funders

G. COMPLIANCE:

1. In the past five (5) years, has your firm or any firm owner, partner, officer, executive, or manager been criminally penalized or found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for violating any federal, state, or local law in performance of a contract, including but not limited to, laws regarding health and safety, labor and employment, permitting, and licensing laws?

Yes No

If **Yes**, use Attachment A to explain specific circumstances surrounding each instance. Include the name of the entity involved, the specific infraction(s) or violation(s), dates of instances, and outcome with current status.

2. In the past five (5) years, has your firm been determined to be non-responsible by a public entity?

Yes No

If **Yes**, use Attachment A to explain specific circumstances of each instance. Include the name of the entity involved, the specific infraction, dates, and outcome.

H. BUSINESS INTEGRITY:

1. In the past five (5) years, has your firm been convicted of or found liable in a civil suit for making a false claim or material misrepresentation to a private or public entity?
 Yes **No**

If **Yes**, use Attachment A to explain specific circumstances of each instance. Include the entity involved, specific violation(s), dates, outcome and current status.

2. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a crime, including misdemeanors, or been found liable in a civil suit involving the bidding, awarding, or performance of a government contract?
 Yes **No**

If **Yes**, use Attachment A to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

3. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a federal, state, or local crime of fraud, theft, or any other act of dishonesty?
 Yes **No**

If **Yes**, use Attachment A to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

4. Do any of the Principals of your firm have relatives that are either currently employed by the City or were employed by the City in the past five (5) years?
 Yes **No**

If **Yes**, please disclose the names of those relatives in Attachment A.

I. BUSINESS REPRESENTATION:

1. Are you a local business with a physical address within the County of San Diego?
 Yes **No**

2. Are you a certified Small and Local Business Enterprise certified by the City of San Diego?
 Yes **No**

Certification # _____

3. Are you certified as any of the following:
a. Disabled Veteran Business Enterprise Certification # N/A
b. Woman or Minority Owned Business Enterprise Certification # N/A
c. Disadvantaged Business Enterprise Certification # N/A

J. WAGE COMPLIANCE:

In the past five (5) years, has your firm been required to pay back wages or penalties for failure to comply with the federal, state or local **prevailing, minimum, or living wage laws**? **Yes** **No** If **Yes**, use Attachment A to explain the specific circumstances of each instance. Include the entity involved, the specific infraction(s), dates, outcome, and current status.

By signing this Pledge of Compliance, your firm is certifying to the City that you will comply with the requirements of the Equal Pay Ordinance set forth in SDMC sections 22.4801 through 22.4809.

K. STATEMENT OF SUBCONTRACTORS & SUPPLIERS:

Please provide the names and information for all subcontractors and suppliers used in the performance of the proposed contract, and what portion of work will be assigned to each subcontractor. Subcontractors may not be substituted without the written consent of the City. Use Attachment A if additional pages are necessary. If no subcontractors or suppliers will be used, please write "Not Applicable."

Company Name: NONE

Address: _____

Contact Name: _____ Phone: _____ Email: _____

Contractor License No.: _____ DIR Registration No.: _____

Sub-Contract Dollar Amount: \$ _____ (per year) \$ _____ (total contract term)

Scope of work subcontractor will perform: _____

Identify whether company is a subcontractor or supplier: _____

Certification type (check all that apply): DBE DVBE ELBE MBE SLBE WBE Not Certified

Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

Company Name: NONE

Address: _____

Contact Name: _____ Phone: _____ Email: _____

Contractor License No.: _____ DIR Registration No.: _____

Sub-Contract Dollar Amount: \$ _____ (per year) \$ _____ (total contract term)

Scope of work subcontractor will perform: _____

Identify whether company is a subcontractor or supplier: _____

Certification type (check all that apply): DBE DVBE ELBE MBE SLBE WBE Not Certified

Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

L. STATEMENT OF AVAILABLE EQUIPMENT:

A full inventoried list of all necessary equipment to complete the work specified may be a requirement of the bid/proposal submission.

By signing and submitting this form, the Contractor certifies that all required equipment included in this bid or proposal will be made available one week (7 days) before work shall commence. In instances where the required equipment is not owned by the Contractor, Contractor shall explain how the equipment will be made available before the commencement of work. The City of San

Diego reserves the right to reject any response, in its opinion, if the Contractor has not demonstrated he or she will be properly equipped to perform the work in an efficient, effective matter for the duration of the contract period.

M. TYPE OF SUBMISSION: This document is submitted as:

- Initial submission of *Contractor Standards Pledge of Compliance*
- Initial submission of *Contractor Standards Pledge of Compliance* as part of a Cooperative agreement
- Initial submission of *Contractor Standards Pledge of Compliance* as part of a Sole Source agreement
- Update of prior *Contractor Standards Pledge of Compliance* dated _____.

Complete all questions and sign below.

Under penalty of perjury under the laws of the State of California, I certify that I have read and understand the questions contained in this Pledge of Compliance, that I am responsible for completeness and accuracy of the responses contained herein, and that all information provided is true, full and complete to the best of my knowledge and belief. I agree to provide written notice to the Purchasing Agent within five (5) business days if, at any time, I learn that any portion of this Pledge of Compliance is inaccurate. Failure to timely provide the Purchasing Agent with written notice is grounds for Contract termination.

I, on behalf of the firm, further certify that I and my firm will comply with the following provisions of SDMC section 22.3004:

- (a) I and my firm will comply with all applicable local, State and Federal laws, including health and safety, labor and employment, and licensing laws that affect the employees, worksite or performance of the contract.
- (b) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of receiving notice that a government agency has begun an investigation of me or my firm that may result in a finding that I or my firm is or was not in compliance with laws stated in paragraph (a).
- (c) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of a finding by a government agency or court of competent jurisdiction of a violation by the Contractor of laws stated in paragraph (a).
- (d) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of becoming aware of an investigation or finding by a government agency or court of competent jurisdiction of a violation by a subcontractor of laws stated in paragraph (a).
- (e) I and my firm will cooperate fully with the City during any investigation and to respond to a request for information within ten (10) working days.

Failure to sign and submit this form with the bid/proposal shall make the bid/proposal non-responsive. In the case of an informal solicitation, the contract will not be awarded unless a signed and completed *Pledge of Compliance* is submitted.

David Collier, Finance	David Collier <small>Digitally signed by David Collier Date: 2023.04.07 10:02:46 -04'00'</small>	April 4, 2023
Name and Title	Signature	Date

**City of San Diego
CONTRACTOR STANDARDS
Attachment "A"**

Provide additional information in space below. Use additional Attachment "A" pages as needed. Each page must be signed. Print in ink or type responses and indicate question being answered.

I have read the matters and statements made in this Contractor Standards Pledge of Compliance and attachments thereto and I know the same to be true of my own knowledge, except as to those matters stated upon information or belief and as to such matters, I believe the same to be true. I certify under penalty of perjury that the foregoing is true and correct.

David Collier, Finance

Print Name, Title

David Collier

Signature

Digitally signed by David Collier
Date: 2023.04.07 10:03:15
-04'00'

April 4, 2023

Date

AA. CONTRACTORS CERTIFICATION OF PENDING ACTIONS

As part of this Contract, the Contractor must provide to the City a list of all instances within the past 10 years where a complaint was filed or pending against the Contractor in a legal or administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.

CHECK ONE BOX ONLY.

- The undersigned certifies that within the past 10 years the Contractor has NOT been the subject of a complaint or pending action in a legal administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers.
- The undersigned certifies that within the past 10 years the Contractor has been the subject of a complaint or pending action in a legal administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers. A description of the status or resolution of that complaint, including any remedial action taken and the applicable dates is as follows:

DATE OF CLAIM	LOCATION	DESCRIPTION OF CLAIM	LITIGATION (Y/N)	STATUS	RESOLUTION/ REMEDIAL ACTION TAKEN

Contractor Name: Exponent Partners

Certified By Mandy Kutschied
Name

Title VP Talent & Culture

Mandy Kutschied
Signature

Date April 10, 2023

EQUAL OPPORTUNITY CONTRACTING (EOC)

1200 Third Avenue, Suite 200 • San Diego, CA 92101

Phone: (619) 236-6000 • Fax: (619) 236-5904

BB. WORK FORCE REPORT

The objective of the *Equal Employment Opportunity Outreach Program*, San Diego Municipal Code Sections 22.3501 through 22.3517, is to ensure that contractors doing business with the City, or receiving funds from the City, do not engage in unlawful discriminatory employment practices prohibited by State and Federal law. Such employment practices include, but are not limited to unlawful discrimination in the following: employment, promotion or upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training, including apprenticeship. Contractors are required to provide a completed *Work Force Report (WFR)*.

**NO OTHER FORMS WILL BE ACCEPTED
CONTRACTOR IDENTIFICATION**

Type of Contractor: Construction Vendor/Supplier Financial Institution Lessee/Lessor
 Consultant Grant Recipient Insurance Company Other

Name of Company: Exponent Partners, Inc

ADA/DBA: N/A

Address (Corporate Headquarters, where applicable): 50 California Street, Suite 1500

City: San Francisco County: _____ State: CA Zip: 94111

Telephone Number: 415-297-0075 Fax Number: _____

Name of Company CEO: Rembert Hoffmann

Address(es), phone and fax number(s) of company facilities located in San Diego County (if different from above):

Address: NONE

City: NA County: NA State: NA Zip: NA

Telephone Number: NA Fax Number: NA Email: NA

Type of Business: Technology Consulting Type of License: _____

The Company has appointed: _____

As its Equal Employment Opportunity Officer (EEOO). The EEOO has been given authority to establish, disseminate and enforce equal employment and affirmative action policies of this company. The EEOO may be contacted at:

Address: _____

Telephone Number: _____ Fax Number: _____ Email: _____

- One San Diego County (or Most Local County) Work Force - Mandatory
- Branch Work Force *
- Managing Office Work Force

Check the box above that applies to this WFR.

*Submit a separate Work Force Report for all participating branches. Combine WFRs if more than one branch per county.

I, the undersigned representative of Exponent Partners

(Firm Name)

San Francisco County, California hereby certify that information provided

(County)

(State)

herein is true and correct. This document was executed on this 10 day of April, 2023


Mandy Kutschied

Digitally signed by Mandy Kutschied
Date: 2023.04.05 20:03:56 -0400

(Authorized Signature)

Mandy Kutschied

Digitally signed by Mandy Kutschied
Date: 2023.04.05 20:04:10 -0400

(Print Authorized Signature Name)

WORK FORCE REPORT – Page 2

NAME OF FIRM: Exponent Partners, Inc.

DATE: April 10, 2023

OFFICE(S) or BRANCH(ES): None

COUNTY: San Francisco County

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- (1) Black or African-American
- (2) Hispanic or Latino
- (3) Asian
- (4) American Indian or Alaska Native
- (5) Native Hawaiian or Pacific Islander
- (6) White
- (7) Other race/ethnicity; not falling into other groups

Definitions of the race and ethnicity categories can be found on Page 4

ADMINISTRATION OCCUPATIONAL CATEGORY	(1) Black or African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Race/ Ethnicity		
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	
	Management & Financial		1			1							9	12	
Professional	1			1		4						8	15		1
A&E, Science, Computer															
Technical															
Sales				1								1	2		
Administrative Support															
Services															
Crafts															
Operative Workers															
Transportation															
Laborers*															

*Construction laborers and other field employees are not to be included on this page

Totals Each Column	1	1	0	2	1	4	0	0	0	0	0	18	29	0	1
--------------------	---	---	---	---	---	---	---	---	---	---	---	----	----	---	---

Grand Total All Employees 57

Indicate by Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled	0	0	0	0	0	1	0	0	0	0	0	3	3	0	0
----------	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---

Non-Profit Organizations Only:

Board of Directors															
Volunteers															
Artists															

WORK FORCE REPORT - Page 3

NAME OF FIRM: N/A DATE: _____

OFFICE(S) or BRANCH(ES): _____ COUNTY: _____

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- | | |
|--------------------------------------|---|
| (1) Black or African-American | (5) Native Hawaiian or Pacific Islander |
| (2) Hispanic or Latino | (6) White |
| (3) Asian | (7) Other race/ethnicity; not falling into other groups |
| (4) American Indian or Alaska Native | |

Definitions of the race and ethnicity categories can be found on Page 4

TRADE OCCUPATIONAL CATEGORY	(1) Black or African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Race/ Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
	Brick, Block or Stone Masons													
Carpenters														
Carpet, Floor & Tile Installers Finishers														
Cement Masons, Concrete Finishers														
Construction Laborers														
Drywall Installers, Ceiling Tile Inst														
Electricians														
Elevator Installers														
First-Line Supervisors/Managers														
Glaziers														
Helpers; Construction Trade														
Millwrights														
Misc. Const. Equipment Operators														
Painters, Const. & Maintenance														
Pipelayers, Plumbers, Pipe & Steam Fitters														
Plasterers & Stucco Masons														
Roofers														
Security Guards & Surveillance Officers														
Sheet Metal Workers														
Structural Metal Fabricators & Fitters														
Welding, Soldering & Brazing Workers														
Workers, Extractive Crafts, Miners														

Totals Each Column														
--------------------	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Grand Total All Employees

Indicate By Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled														
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Work Force Report

HISTORY

The Work Force Report (WFR) is the document that allows the City of San Diego to analyze the work forces of all firms wishing to do business with the City. We are able to compare the firm's work force data to County Labor Force Availability (CLFA) data derived from the United States Census. CLFA data is a compilation of lists of occupations and includes the percentage of each ethnicity we track (American Indian or Alaska Native, Asian, Black or African-American, Native Hawaiian or Pacific Islander, White, and Other) for each occupation. Currently, our CLFA data is taken from the 2010 Census. In order to compare one firm to another, it is important that the data we receive from the consultant firm is accurate and organized in the manner that allows for this fair comparison.

WORK FORCE & BRANCH WORK FORCE REPORTS

When submitting a WFR, especially if the WFR is for a specific project or activity, we would like to have information about the firm's work force that is actually participating in the project or activity. That is, if the project is in San Diego and the work force is from San Diego, we want a San Diego County Work Force Report¹. By the same token, if the project is in San Diego, but the work force is from another county, such as Orange or Riverside County, we want a Work Force Report from that county². If participation in a San Diego project is by work forces from San Diego County and, for example, from Los Angeles County and from Sacramento County, we ask for separate Work Force Reports representing your firm from each of the three counties.

MANAGING OFFICE WORK FORCE

Equal Opportunity Contracting may occasionally ask for a Managing Office Work Force (MOWF) Report. This may occur in an instance where the firm involved is a large national or international firm but the San Diego or other local work force is very small. In this case, we may ask for both a local and a MOWF Report^{1, 3}. In another case, when work is done only by the Managing Office, only the MOWF Report may be necessary.³

TYPES OF WORK FORCE REPORTS:

Please note, throughout the preceding text of this page, the superscript numbers one ¹, two ² & three ³. These numbers coincide with the types of work force report required in the example. See below:

- ¹ One San Diego County (or Most Local County) Work Force – Mandatory in most cases
- ² Branch Work Force *
- ³ Managing Office Work Force

**Submit a separate Work Force Report for all participating branches. Combine WFRs if more than one branch per county.*

RACE/ETHNICITY CATEGORIES

American Indian or Alaska Native – A person having origins in any of the peoples of North and South America (including Central America) and who maintains tribal affiliation or community attachment.

Asian – A person having origins in any of the peoples of the Far East, Southeast Asia, or the Indian subcontinent including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.

Black or African American – A person having origins in any of the Black racial groups of Africa.

Native Hawaiian or Pacific Islander – A person having origins in any of the peoples of Hawaii, Guam, Samoa, or other Pacific Islands.

White – A person having origins in any of the peoples of Europe, the Middle East, or North Africa.

Hispanic or Latino – A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin.

Exhibit A: Work Force Report Job Categories – Administration

Refer to this table when completing your firm's Work Force Report form(s).

Management & Financial

Advertising, Marketing, Promotions, Public Relations, and Sales Managers
Business Operations Specialists
Financial Specialists
Operations Specialties Managers
Other Management Occupations
Top Executives

Professional

Art and Design Workers
Counselors, Social Workers, and Other Community and Social Service Specialists
Entertainers and Performers, Sports and Related Workers
Health Diagnosing and Treating Practitioners
Lawyers, Judges, and Related Workers
Librarians, Curators, and Archivists
Life Scientists
Media and Communication Workers
Other Teachers and Instructors
Postsecondary Teachers
Primary, Secondary, and Special Education School Teachers
Religious Workers
Social Scientists and Related Workers

Architecture & Engineering, Science, Computer

Architects, Surveyors, and Cartographers
Computer Specialists
Engineers
Mathematical Science Occupations
Physical Scientists

Technical

Drafters, Engineering, and Mapping Technicians
Health Technologists and Technicians
Life, Physical, and Social Science Technicians
Media and Communication Equipment Workers

Sales

Other Sales and Related Workers
Retail Sales Workers
Sales Representatives, Services
Sales Representatives, Wholesale and Manufacturing
Supervisors, Sales Workers

Administrative Support

Financial Clerks
Information and Record Clerks
Legal Support Workers

Material Recording, Scheduling, Dispatching, and Distributing Workers
Other Education, Training, and Library Occupations
Other Office and Administrative Support Workers
Secretaries and Administrative Assistants
Supervisors, Office and Administrative Support Workers

Services

Building Cleaning and Pest Control Workers
Cooks and Food Preparation Workers
Entertainment Attendants and Related Workers
Fire Fighting and Prevention Workers
First-Line Supervisors/Managers, Protective Service Workers
Food and Beverage Serving Workers
Funeral Service Workers
Law Enforcement Workers
Nursing, Psychiatric, and Home Health Aides
Occupational and Physical Therapist Assistants and Aides
Other Food Preparation and Serving Related Workers
Other Healthcare Support Occupations
Other Personal Care and Service Workers
Other Protective Service Workers
Personal Appearance Workers
Supervisors, Food Preparation and Serving Workers
Supervisors, Personal Care and Service Workers
Transportation, Tourism, and Lodging Attendants

Crafts

Construction Trades Workers
Electrical and Electronic Equipment Mechanics, Installers, and Repairers
Extraction Workers
Material Moving Workers
Other Construction and Related Workers
Other Installation, Maintenance, and Repair Occupations
Plant and System Operators
Supervisors of Installation, Maintenance, and Repair Workers
Supervisors, Construction and Extraction Workers
Vehicle and Mobile Equipment Mechanics,

Installers, and Repairers
Woodworkers

Operative Workers

Assemblers and Fabricators
Communications Equipment Operators
Food Processing Workers
Metal Workers and Plastic Workers
Motor Vehicle Operators
Other Production Occupations
Printing Workers
Supervisors, Production Workers
Textile, Apparel, and Furnishings Workers

Transportation

Air Transportation Workers
Other Transportation Workers
Rail Transportation Workers
Supervisors, Transportation and Material
Moving Workers
Water Transportation Workers

Laborers

Agricultural Workers
Animal Care and Service Workers
Fishing and Hunting Workers
Forest, Conservation, and Logging Workers
Grounds Maintenance Workers
Helpers, Construction Trades
Supervisors, Building and Grounds Cleaning
and Maintenance Workers
Supervisors, Farming, Fishing, and Forestry
Workers

Exhibit B: Work Force Report Job Categories-Trade

Brick, Block or Stone Masons

Brickmasons and Blockmasons
Stonemasons

Carpenters

Carpet, floor and Tile Installers and Finishers

Carpet Installers
Floor Layers, except Carpet, Wood and Hard
Tiles
Floor Sanders and Finishers
Tile and Marble Setters

Cement Masons, Concrete Finishers

Cement Masons and Concrete Finishers
Terrazzo Workers and Finishers

Construction Laborers

Drywall Installers, Ceiling Tile Inst

Drywall and Ceiling Tile Installers
Tapers

Electricians

Elevator Installers and Repairers

First-Line Supervisors/Managers

First-line Supervisors/Managers of
Construction Trades and Extraction Workers

Glaziers

Helpers, Construction Trade

Brickmasons, Blockmasons, and Tile and
Marble Setters

Carpenters

Electricians

Painters, Paperhangers, Plasterers and Stucco

Pipelayers, Plumbers, Pipefitters and

Steamfitters

Roofers

All other Construction Trades

Millwrights

Heating, Air Conditioning and Refrigeration
Mechanics and Installers
Mechanical Door Repairers
Control and Valve Installers and Repairers
Other Installation, Maintenance and Repair
Occupations

Misc. Const. Equipment Operators

Paving, Surfacing and Tamping Equipment
Operators
Pile-Driver Operators
Operating Engineers and Other Construction
Equipment Operators

Painters, Const. Maintenance

Painters, Construction and Maintenance
Paperhangers

Pipelayers and Plumbers

Pipelayers
Plumbers, Pipefitters and Steamfitters

Plasterers and Stucco Masons**Roofers****Security Guards & Surveillance Officers****Sheet Metal Workers****Structural Iron and Steel Workers****Welding, Soldering and Brazing Workers**

Welders, Cutter, Solderers and Brazers
Welding, Soldering and Brazing Machine
Setter, Operators and Tenders

Workers, Extractive Crafts, Miners

EXHIBIT D

EXPONENT CASE MANAGEMENT LICENSE ORDER FORM



EXHIBIT D

Exponent Case Management License Order Form

Order #: 13731
Master Subscription Agreement Version 01786

Client Information

Organization Name: City of San Diego / Office of the City Attorney	Organization Address: 1200 Third Ave., Ste 1620 San Diego, CA 92101 United States	Billing Address: 1200 Third Ave., Ste 1620 San Diego, CA 92101 United States
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Products and Fees

Product	Order Start Date	Order End Date	Order Term	Monthly Cost	Quantity	Total Price
ECM License - Standard - Power of Ten	01/1/2023	12/31/2023	12 months	\$0.00	10	\$0.00
ECM User License - Standard (25% Discount)	01/1/2023	12/31/2023	12 months	\$15.00	40	\$7,200.00
ECM User License - Standard (50% Discount)	01/1/2023	12/31/2023	12 months	\$10.00	30	\$3,600.00
					Total:	\$10,800.00

To obtain a subscription to the Exponent Partners (“**Exponent**,” “**our**” or the “**Company**”) software and related subscription services (collectively the “**Exponent Subscription Services**”), the undersigned agrees to (i) the terms contained in this Order Form (and any other Order Form for Exponent Partners Subscription Services the parties may enter into from time to time), (ii) the terms and conditions of the Master Services Agreement 0178 ((i) and (ii) collectively, the “**Agreement**”), and (iii) the Salesforce Master Subscription Agreement (the “**Salesforce Agreement**”). This Agreement governs your use of the Exponent Subscription Services. If you purchase professional services from Exponent, your use of those services will be governed by a separate Professional Services Agreement. This Agreement is effective as of the Effective Date (as defined in the Exponent Partners Master Subscription Agreement). Capitalized terms not defined in the Order Form are defined in the Exponent Partners Master Subscription Agreement.

You agree to pay Exponent all fees specified in this Agreement. Exponent will invoice you in advance for all fees described in this Order Form. All invoices are due upon receipt.

This Agreement constitutes the entire agreement of the parties with respect to the subject matter of this Agreement. This Agreement supersedes any and all agreements, whether oral or written, between the parties to this Agreement with respect to the subject of this Agreement. If you and Exponent enter into another Order Form for other Exponent Subscription Services, you agree that the Master Subscription Agreement will apply to any such order, and all such Order Forms and the Exponent Partners Master Subscription Agreement shall collectively be the “**Agreement**.” Except as otherwise expressly provided herein, this Agreement may be modified only in writing and signed by an authorized representative of each party.

City of San Diego / Office of the City Attorney (Client)		Exponent Partners (Exponent)	
By:		By:	<i>David Collier</i>
Date:		Date:	March 17, 2023
Name:		Name:	David Collier
Title:		Title:	VP, Finance and Legal

EXHIBIT E
STATEMENT OF WORK



EXHIBIT E

Statement of Work

Client:	City of San Diego / Office of the City Attorney
Work:	City of San Diego / Office of the City Attorney- HopeTech Suite
Date:	February 21, 2023
SOW #:	SOW15115

This Statement of Work (“SOW”) is entered into between Exponent Partners, a California corporation (“Exponent”), and the City of San Diego, a municipal corporation (“Client”), in accordance with the Professional Services Agreement 01795. The Parties acknowledge and agree that all the terms and conditions of the Professional Services Agreement are hereby incorporated by reference into this SOW. Capitalized terms not specifically defined herein shall have the same meaning as that set forth in the Professional Services Agreement.

Scope of Work:

Client wishes to retain Exponent to Implement HopeTech Suite as further detailed below. The HopeTech Suite Implementation includes two years of HopeTech Suite Admin Support. Services are to be delivered on a “Fixed-Fee” basis of \$50,000 dollars.

Project Stage	Solution & Description	Assumptions
Gap Analysis	Discovery. Document review and meetings <ul style="list-style-type: none"> ● Discovery meetings ● Identify appropriate templated Assessments ● Identify fields for Search at Intake ● Define Services list 	<ul style="list-style-type: none"> ● Standard implementation assumes no data migration ● Up to 2 hours of document review ● Documents for review must be provided to Exponent prior to commencement of Discovery Phase ● Assumes Client will be available for up to 6 hours of discovery meetings
	Design. At the start of the design phase, any necessary acceptance criteria will be documented and mutually agreed upon. <ul style="list-style-type: none"> ● Define requirements for up to 3 total Assessments ● Define requirements for up to 3 total Service Entry configurations ● Define requirements for up to 5 custom 	

	<ul style="list-style-type: none"> reports and 1 dashboard • Design Summary Document and presentation <p>Acceptance Criteria: Approve updated scope, estimate and timeline including staffing plan</p> <ul style="list-style-type: none"> • Approve final design deliverables, including: <ul style="list-style-type: none"> ○ Assessments ○ Service Entry configurations ○ Custom reports and dashboards ○ Each deliverable assumes no more than two rounds of review and feedback <p>A formal sign-off document approving the final design, timeline and estimate will be signed by both parties at the end of the design phase.</p>	
Build	<p>CRM. We configure the HopeTech Suite and native Salesforce features such as the Contacts, Accounts, Relationships, and Affiliations objects to manage constituent and relationship information.</p> <p>We configure standard Activity object to track communication/ outreach information and any relevant notes.</p> <p>We configure Intake, Assessment, Service, and Service Entry features according to requirements identified in the Design phase.</p>	<ul style="list-style-type: none"> • Includes one record type and one page layout per object • Includes modifying available fields on one Intake configuration • Additional custom fields may be added for an additional cost • Does not include custom objects • Does not include custom code or Visualforce • Does not include custom automation • Does not include third-party application installation or support <p>Acceptance Criteria</p> <ul style="list-style-type: none"> • Acceptance criteria will be documented and mutually agreed upon. • Client will sign-off on build per the documented acceptance criteria. • Assume no more than one iteration of review. • User Acceptance Testing
	<p>Security. The HopeTech Suite security model assumes that data regarding Client's work with individuals, including Case records, should be private and only shared with the applicable Service Provider. HopeTech Suite allows temporary access</p>	<ul style="list-style-type: none"> • Any changes to this security and sharing model are Out of Scope

	to be granted to all staff at another designated Service Provider on an as-needed basis.	
	User Acceptance Training and Testing. We provide training for testers and testing scripts to support your final review of the system. We collect your feedback into a document and then address any issues that arise.	<ul style="list-style-type: none"> Assume we will leverage ExP tools to perform the deployment.
Adopt	Deployment. We will deploy your production system from the development sandbox.	<ul style="list-style-type: none"> Includes no more than 4 remote training sessions of 2 hours each. Acceptance Criteria: <ul style="list-style-type: none"> Following User Acceptance Testing and prior to Go-Live, acceptance of final build against original requirements Approve Formal Deployment and Risk Mitigation Plan
	Training. We provide ‘train the trainer’ training for key members of the staff. We will facilitate Power User trainings for your core Salesforce users to familiarize them with the standard ECM and HopeTech Suite functionality we have implemented.	
	HTS Admin support. Exponent will provide HopeTech Suite Admin Support as defined below: <ul style="list-style-type: none"> Access to weekly support office hours Single primary point of contact on the Exponent Partners Customer Success Team How-to support questions Issue troubleshooting with fixes released to all applicable sites Release management support Post-implementation system administration and user profile management Business-critical updates & enhancements 	<ul style="list-style-type: none"> Items excluded from Design and Build phases are also out of scope for HTS Admin Support HTS Admin Support will commence at the time of the implementation project and continue for a period of 2 years.

General SOW Assumptions:

- Travel cost and time are not included in this SOW.
- Any third-party software or hardware recommendations made by Exponent in design, if accepted by the Client, are to be acquired by and paid for by the client.
- This project will be completed using fully declarative solutions and no custom code is required.
- All work product from the client must be delivered according to schedule agreed to at the time of project launch.
- Client will have a single point of contact for all Power User functions and this role will be assigned at the start of the project. The Client Power User will complete ECM Power User Training and HopeTech Suite



Power User Training prior to the launch of the project, and after launch will be responsible for identifying any data issues, prioritizing change requests from Client staff according to business needs, and communicating change requests to Exponent Partners Support team.

- Client will have a single point of contact for all Project Management functions and this role will be assigned at the start of the project.
- Exponent shall determine which specific technical resources shall perform the work under this agreement and may, at its sole discretion, modify technical resource assignments as necessary throughout the course of the project.

Duration:

The timeline for implementation is assumed to be 6 weeks. Exponent Partners is committing consulting resources based on this agreed-upon timeline. The timeline is based on the assumption that Client will review and return feedback on project deliverables within 1-2 working days unless otherwise specified in writing at the time of the request.

If your project is delayed longer than 2 weeks as a result of your performance, we may need to modify resources. If that is required, the knowledge transfer for those resources will be charged on a time and materials basis.

Out of Scope and Change Orders:

Any work not set out in the specification above is expressly excluded from the SOW.

Cost and Payment

Exponent shall charge Client on a "Fixed-Fee" basis for all Services performed under this SOW, in an amount not to exceed \$50,000. Exponent will invoice Client \$50,000 upon the Effective Date, which is due 30 days from the date of the invoice. Exponent shall invoice Client, at cost, for all expenses incurred in connection with rendering Services under this SOW that Client has pre-authorized in writing.

Acceptance:

IN WITNESS WHEREOF, the Parties have caused their proper and duly authorized officer or agent to execute and deliver this SOW as of the date set forth by their respective signature below.

CITY OF SAN DIEGO, A MUNICIPAL CORPORATION(CLIENT)

EXPONENT PARTNERS (EXPONENT)

BY: _____
DATE: _____
NAME
: _____
TITLE
: _____

BY: David Collier
DATE: March 17, 2023
NAME:{ David Collier
TITLE: VP Finance and Legal










SS#4533 Hope Tech Suite Agreement_Exponent Partners

Final Audit Report

2023-04-18

Created:	2023-04-12
By:	Vanessa Delgado (CDelgado@sandiego.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAO1ZZrrpJNgyBkJHcr2EIMEC_erZtu1n

"SS#4533 Hope Tech Suite Agreement_Exponent Partners" History

-  Document created by Vanessa Delgado (CDelgado@sandiego.gov)
2023-04-12 - 5:27:17 PM GMT- IP address: 156.29.5.177
-  Document emailed to Claudia Abarca (CAbarca@sandiego.gov) for signature
2023-04-12 - 5:31:28 PM GMT
-  Email viewed by Claudia Abarca (CAbarca@sandiego.gov)
2023-04-12 - 6:35:35 PM GMT- IP address: 98.176.73.217
-  Document e-signed by Claudia Abarca (CAbarca@sandiego.gov)
Signature Date: 2023-04-12 - 6:35:57 PM GMT - Time Source: server- IP address: 98.176.73.217
-  Document emailed to jrbargar@sandiego.gov for signature
2023-04-12 - 6:35:59 PM GMT
-  Email viewed by jrbargar@sandiego.gov
2023-04-18 - 4:24:14 PM GMT- IP address: 156.29.5.191
-  Signer jrbargar@sandiego.gov entered name at signing as Justin R. Bargar
2023-04-18 - 4:27:44 PM GMT- IP address: 156.29.5.191
-  Document e-signed by Justin R. Bargar (jrbargar@sandiego.gov)
Signature Date: 2023-04-18 - 4:27:46 PM GMT - Time Source: server- IP address: 156.29.5.191
-  Agreement completed.
2023-04-18 - 4:27:46 PM GMT

Names and email addresses are entered into the Acrobat Sign service by Acrobat Sign users and are unverified unless otherwise noted.