

EBIX Insurance No. S200005623

**AGREEMENT FOR SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
Z'ONION CREATIVE GROUP LLC**

PREAMBLE

This Agreement dated July 1, 2025 (“Effective Date”) is entered into between the City of Santa Clara, California, a chartered California municipal corporation (“City”) and z'onion creative group LLC, doing business as zö agency, an Oregon corporation, (“Consultant”). City and Consultant may be referred to individually as a “Party” or collectively as the “Parties.”

RECITALS

- A. City desires to secure the marketing and communication services (“Services”) more fully described in Exhibit A of this Agreement, entitled “Scope of Services”;
- B. Consultant represents that it, and its subconsultants, if any, have the professional qualifications, expertise, necessary licenses and desire to provide certain goods and/or required services of the quality and type which meet objectives and requirements of City; and,
- C. The Parties have specified herein the terms and conditions under which such Services will be provided and paid for.

In consideration of the above Recitals and the mutual covenants contained herein, the Parties agree as follows:

AGREEMENT TERMS AND CONDITIONS

1. AGREEMENT DOCUMENTS

The documents forming the entire Agreement between City and Consultant will consist of these Terms and Conditions and the following Exhibits, which are hereby incorporated into this Agreement by this reference:

Exhibit A – Scope of Services

Exhibit B – Schedule of Fees

Exhibit C – Insurance Requirements

Exhibit D – Notice of Exercise of Option to Extend Agreement

This Agreement, including the Exhibits set forth above, contains all the agreements, representations and understandings of the Parties, and supersedes and replaces any previous agreements, representations and understandings, whether oral or written. In the event of any inconsistency between the provisions of any of the Exhibits and the Terms and Conditions, the Terms and Conditions will govern and control.

2. TERM OF AGREEMENT

- A. **Initial Term.** Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement will begin as of the Effective Date and terminate on June 30, 2026.
- B. **Options to Extend.** After the Initial Term, City reserves the right, at its sole discretion, to extend the term of this Agreement for up to four (4) additional one-year terms (individually “Option Period” and collectively “Option Periods”) through June 30, 2030. The Initial Term and Option Periods exercised will be collectively referred to as “Term”. The City may exercise each Option Period by serving Consultant with the Notice of Exercise of Option to Extend Agreement Form attached as Exhibit D no less than thirty (30) days before expiration of the Term. Service of the notice of Exercise of Option to Extend Agreement Form will be completed in the manner set forth in Section 17 (Notices).

3. SCOPE OF SERVICES & PERFORMANCE SCHEDULE

Consultant will perform the Services within the time stated in Exhibit A. Time is of the essence.

4. WARRANTY

Consultant expressly warrants that all materials and Services covered by this Agreement will be fit for the purpose intended, will be free from defect and will conform to the specifications, requirements and instructions upon which this Agreement is based. Consultant agrees to promptly replace or correct any incomplete, inaccurate or defective Services at no further cost to City when defects are due to the negligence, errors or omissions of Consultant. If Consultant fails to promptly correct or replace materials or Services, City may make corrections or replace materials or Services and charge Consultant for the cost incurred by City.

5. QUALIFICATIONS OF CONSULTANT - STANDARD OF CARE

Consultant represents and maintains that it has the expertise in the professional calling necessary to perform the Services, and its duties and obligations, expressed and implied, contained herein, and City expressly relies upon Consultant’s representations regarding its skills and knowledge. Consultant will perform such Services and duties in conformance to and consistent with the professional standards of a specialist in the same discipline in the State of California.

6. COMPENSATION AND PAYMENT

In consideration for Consultant’s complete performance of Services, City shall pay Consultant for all materials provided and Services rendered by Consultant in accordance with Exhibit B, entitled “Schedule of Fees”. The maximum compensation of this Agreement for the Initial Term is fifty thousand dollars (\$50,000) and each exercised Option Period is \$50,000, for a total maximum compensation of two hundred fifty thousand dollars (\$250,000), if all Option Periods are exercised, subject to budget appropriations, which includes all payments that may be authorized for Services and for expenses, supplies, materials and equipment required to perform the Services. All work

performed or materials provided in excess of the maximum compensation will be at Consultant's expense. Consultant will not be entitled to any payment above the maximum compensation under any circumstance.

7. TERMINATION

- A. Termination for Convenience. City will have the right to terminate this Agreement, without cause or penalty, by giving not less than Thirty (30) days' prior written notice to Consultant.
- B. Termination for Default. If Consultant fails to perform any of its material obligations under this Agreement, in addition to all other remedies provided by law, City may terminate this Agreement immediately upon written notice to Consultant.
- C. Upon termination, each Party will assist the other in arranging an orderly transfer and close-out of Services. As soon as possible following the notice of termination, but no later than ten (10) days after the notice of termination, Consultant will deliver to City all City information or material that Consultant has in its possession.

8. ASSIGNMENT AND SUBCONTRACTING

City and Consultant bind themselves, their successors and assigns to all covenants of this Agreement. This Agreement will not be assigned or transferred without the prior written approval of City. Consultant will not hire subconsultants without express written permission from City. As used in this Agreement the term "subconsultant" will be interpreted to mean either subconsultants or subcontractors.

Consultant will be as fully responsible to City for the acts and omissions of its subconsultants, and of persons either directly or indirectly employed by them, as Consultant is for the acts and omissions of persons directly employed by it.

9. NO THIRD PARTY BENEFICIARY

This Agreement will not be construed to be an agreement for the benefit of any third party or parties and no third party or parties will have any claim or right of action under this Agreement for any cause whatsoever.

10. INDEPENDENT CONTRACTOR

Consultant and all person(s) employed by or contracted with Consultant to furnish labor and/or materials under this Agreement are independent contractors and do not act as agent(s) or employee(s) of City. Consultant has full rights to manage its employees in their performance of Services under this Agreement.

11. CONFIDENTIALITY OF MATERIAL

All ideas, memoranda, specifications, plans, manufacturing procedures, data, drawings, descriptions, documents, discussions or other information developed or received by or for Consultant and all other written information submitted to Consultant in connection

with the performance of this Agreement will be held confidential by Consultant and will not, without the prior written consent of City, be used for any purposes other than the performance of the Services nor be disclosed to an entity not connected with performance of the Services. Nothing furnished to Consultant which is otherwise known to Consultant or becomes generally known to the related industry will be deemed confidential.

12. OWNERSHIP OF MATERIAL

All material, which will include, but not be limited to, data, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports, designs, technology, programming, works of authorship and other material developed, collected, prepared or caused to be prepared under this Agreement will be the property of City but Consultant may retain and use copies thereof. City will not be limited in any way or at any time in its use of said material. However, Consultant will not be responsible for damages resulting from the use of said material for work other than Project, including, but not limited to, the release of this material to third parties.

13. RIGHT OF CITY TO INSPECT RECORDS OF CONSULTANT

City, through its authorized employees, representatives or agents will have the right during the term of this Agreement and for four (4) years from the date of final payment for goods or Services provided under this Agreement, to audit the books and records of Consultant for the purpose of verifying any and all charges made by Consultant in connection with Consultant compensation under this Agreement, including termination of Consultant. Consultant agrees to maintain sufficient books and records in accordance with generally accepted accounting principles to establish the correctness of all charges submitted to City. Any expenses not so recorded will be disallowed by City. Consultant will bear the cost of the audit if the audit determines that there has been a substantial billing deviation in excess of five (5) percent adverse to the City.

Consultant will submit to City any and all reports concerning its performance under this Agreement that may be requested by City in writing. Consultant agrees to assist City in meeting City's reporting requirements to the State and other agencies with respect to Consultant's Services hereunder.

14. HOLD HARMLESS/INDEMNIFICATION

A. To the extent permitted by law, Consultant agrees to protect, defend, hold harmless and indemnify City, its City Council, commissions, officers, employees, volunteers and agents from and against any claim, injury, liability, loss, cost, and/or expense or damage, including all costs and attorney's fees in providing a defense to any such claim or other action, and whether sounding in law, contract, tort, or equity, in any manner arising from, or alleged to arise in whole or in part from, or in any way connected with the Services performed by Consultant pursuant to this Agreement – including claims of any kind by Consultant's employees or persons contracting with Consultant to perform any portion of the Scope of Services – and will expressly include passive or active negligence by City connected with the Services. However, the obligation to indemnify will not apply if such liability is ultimately adjudicated to have arisen through the sole

active negligence or sole willful misconduct of City; the obligation to defend is not similarly limited.

- B. Consultant's obligation to protect, defend, indemnify, and hold harmless in full City and City's employees, will specifically extend to any and all employment-related claims of any type brought by employees, contractors, consultants, subconsultants or other agents of Consultant, against City (either alone, or jointly with Consultant), regardless of venue/jurisdiction in which the claim is brought and the manner of relief sought.
- C. To the extent Consultant is obligated to provide health insurance coverage to its employees pursuant to the Affordable Care Act ("Act") and/or any other similar federal or state law, Consultant warrants that it is meeting its obligations under the Act and will fully indemnify and hold harmless City for any penalties, fines, adverse rulings, or tax payments associated with Consultant's responsibilities under the Act.

15. INSURANCE REQUIREMENTS

During the term of this Agreement, and for any time period set forth in Exhibit C, Consultant will provide and maintain in full force and effect, at no cost to City, insurance policies as set forth in Exhibit C.

16. WAIVER

Consultant agrees that waiver by City of any one or more of the conditions of performance under this Agreement will not be construed as waiver(s) of any other condition of performance under this Agreement. Neither City's review, acceptance nor payments for any of the Services required under this Agreement will be constructed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

17. NOTICES

All notices to the Parties will, unless otherwise requested in writing, be sent to City addressed as follows:

City of Santa Clara
Attention: Office of the City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
and by e-mail at JDelavega@Santaclaraca.gov, and manager@santaclaraca.gov

And to Consultant addressed as follows:

zö agency
Attention: Sonja Anderson
70 SW Century Drive #1100
Bend, OR 97702
and by e-mail at Sonja@zo.agency

The workday the e-mail was sent will control the date notice was deemed given. An e-mail transmitted after 1:00 p.m. on a Friday will be deemed to have been transmitted on the following business day.

18. COMPLIANCE WITH LAWS

Consultant will comply with all applicable laws and regulations of the federal, state and local government, including but not limited to “The Code of the City of Santa Clara, California” (“SCCC”). In particular, Consultant’s attention is called to the regulations regarding Campaign Contributions (SCCC Chapter 2.130), Lobbying (SCCC Chapter 2.155), Minimum Wage (SCCC Chapter 3.20), Business Tax Certificate (SCCC section 3.40.070), and Food and Beverage Service Worker Retention (SCCC Chapter 9.60), as such Chapters or Sections may be amended from time to time or renumbered. Additionally, Consultant has read and agrees to comply with City’s Ethical Standards (<http://santaclaraca.gov/home/showdocument?id=58299>).

19. CONFLICTS OF INTEREST

Consultant certifies that to the best of its knowledge, no City officer, employee or authorized representative has any financial interest in the business of Consultant and that no person associated with Consultant has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement. Consultant is familiar with the provisions of California Government Code section 87100 and following and certifies that it does not know of any facts which would violate these code provisions. Consultant will advise City if a conflict arises.

20. FAIR EMPLOYMENT

Consultant will not discriminate against any employee or applicant for employment because of race, sex, color, religion, religious creed, national origin, ancestry, age, gender, marital status, physical disability, mental disability, medical condition, genetic information, sexual orientation, gender expression, gender identity, military and veteran status, or ethnic background, in violation of federal, state or local law.

21. NO USE OF CITY NAME OR EMBLEM

Consultant will not use City’s name, insignia, or emblem, or distribute any information related to Services under this Agreement in any magazine, trade paper, newspaper or other medium without express written consent of City.

22. GOVERNING LAW AND VENUE

This Agreement will be governed and construed in accordance with the statutes and laws of the State of California. The venue of any suit filed by either Party will be vested in the state courts of the County of Santa Clara, or if appropriate, in the United States District Court, Northern District of California, San Jose, California.

23. SEVERABILITY CLAUSE

In case any one or more of the provisions in this Agreement will, for any reason, be held invalid, illegal or unenforceable in any respect, it will not affect the validity of the other provisions, which will remain in full force and effect.

24. AMENDMENTS

This Agreement may only be modified by a written amendment duly authorized and executed by the Parties to this Agreement.

25. COUNTERPARTS

This Agreement may be executed in counterparts, each of which will be deemed to be an original, but both of which will constitute one and the same instrument.

Signatures on next page

The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form:

Dated: 7/11/2025 | 12:03 PM PDT

Signed by:

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GLEN R. GOOGINS
City Attorney

Signed by:

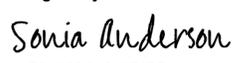
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JOVAN D. GROGAN
City Manager
City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

“CITY”

Z'ONION CREATIVE GROUP LLC
DBA zö agency
an Oregon corporation

Dated: 7/8/2025 | 11:49 AM PDT

By (Signature): 
E6A832CA21874B5...

Name: Sonja Anderson, CEO
Title: Directo
Principal Place of Business address: 70 SW Century Drive #1100, Bend, OR 97702
Email Address: sonja@zo.agency
Telephone: (541) 678-4048
Fax: ()
“CONSULTANT”

EXHIBIT A SCOPE OF SERVICES

1. PROJECT APPROVAL PROCESS

- 1.1.** Consultant will provide the Services to the City on an as-needed basis and as directed by the City's Public Information Officer ("PIO"). The PIO will provide Consultant with a written request ("Project Request"), detailing the project objectives and timeline and any other information needed.
- 1.2.** For each Project Request, Consultant will prepare a written work plan ("Project Plan") detailing the services to be provided, steps to achieve objectives, estimated hours to complete the project, payment milestones, and total project cost.
- 1.3.** The PIO will give final authorization to proceed with each Project Plan prior to Consultant providing any services related to the Project Plan.
- 1.4.** Email will be an accepted form of communication for the Project Plan approval process.

2. GENERAL SERVICES

Consultant will provide **Crisis, Strategy, and Reputation Management Services** and **Branding, Marketing and Creative Services**, as described below.

2.1. CRISIS, STRATEGY, & REPUTATION MANAGEMENT SERVICES

- 2.1.1** Develop strategies for reputation management
- 2.1.2** Provide support and strategies for crisis communications
- 2.1.3** Advance community engagement and outreach efforts
- 2.1.4** Develop community outreach and engagement strategies on certain public service/policy topics that require advanced communications
- 2.1.5** Communicate current City initiatives, future City needs, and hot topics requiring community input
- 2.1.6** Create communication plans on specific topics relative to public services or policies that require high touch and strategic approach
- 2.1.7** Create branding, aligned with City's overall brand for public services and policies that require such approach
- 2.1.8** Propose and implement media relations strategies that elevate the exposure of the City to identified audiences via local, regional, and national news and media organizations
- 2.1.9** Assist with media relations
- 2.1.10** As-needed production of newsletters or attendance at townhall meetings

- 2.1.11** Develop informational materials for elections and ballot initiatives to enhance voter awareness and informed voters
- 2.1.12** Assist with overall Citywide communications
- 2.1.13** Supplement in-house communications
- 2.1.14** Conduct City communications studies to evaluate organizational structure, benchmark with other cities and provide insight into resource allocation
- 2.1.15** Survey Santa Clara residents about City communications and brand to set a baseline for evaluating the effectiveness of current communication tactics, perceptions of City brand and communication efforts and consideration of language access needs of the community. Implement outreach strategies going forward.

2.2 BRANDING, MARKETING, & CREATIVE SERVICES

- 2.2.1** Advance community engagement and outreach efforts
- 2.2.2** Develop community outreach and engagement strategies on certain public service/policy topics that require advanced communications
- 2.2.3** Communicate current City initiatives, future City needs, and hot topics requiring community input
- 2.2.4** Create communication plans on specific topics relative to public services or policies that require high touch and strategic approach
- 2.2.5** Create branding, aligned with City's overall brand for public services and policies that require such approach
- 2.2.6** Develop creative collateral for branding and reputational management purposes
- 2.2.7** Content creation
- 2.2.8** Graphic design
- 2.2.9** Video production
- 2.2.10** Digital strategy and social media campaigns
- 2.2.11** Assist with media relations

3. PROJECT METHODOLOGY

For each approved Project Plan, Consultant will apply a variety of methodologies as applicable per Project Plan, including but not limited to the following:

3.1. DISCOVERY

- 3.1.1. Collaborate with key City stakeholders to understand goals and challenges
- 3.1.2. Review current brand assets, marketing initiatives, and community engagement metrics
- 3.1.3. Analyze community demographics and engagement pattern
- 3.1.4. Survey resident communication preferences and digital platform usage
- 3.1.5. Evaluate current marketing channels and identify optimization opportunities

3.2. BRAND IDENTIFY REFRESH

- 3.2.1. Align creative elements with City's target visual identity
- 3.2.2. Create engaging campaign concepts that resonate with target audiences
- 3.2.3. Design impactful visual storytelling that connects with residents
- 3.2.4. Develop comprehensive style guides for consistent brand application

3.3. INTEGRATED MARKETING STRATEGY

- 3.3.1. Create strategic content calendars across all platforms
- 3.3.2. Design engaging digital campaigns for social media and web
- 3.3.3. Produce multimedia content highlighting community stories
- 3.3.4. Develop targeted outreach materials for various City programs
- 3.3.5. Create bilingual communications as needed
- 3.3.6. Design eye-catching marketing collateral for City events and initiatives

3.4. CREATIVE DEVELOPMENT & EXECUTION

- 3.4.1. Design compelling campaign assets across multiple platforms in multiple sizes and formats
- 3.4.2. Produce high-quality visual content that reflects target goals and audiences
- 3.4.3. Create dynamic social media content intended to drive engagement
- 3.4.4. Develop bilingual materials

- 3.4.5. Design branded templates for consistent City communications

3.5. DIGITAL STRATEGY & MANAGEMENT

- 3.5.1. Deploy targeted digital campaigns across key social platforms
- 3.5.2. Optimize City website content for maximum engagement
- 3.5.3. Create engaging email marketing campaigns for City programs
- 3.5.4. Implement Search Engine Optimization (SEO) best practices for improved online visibility
- 3.5.5. Manage social media presence with timely, relevant content

3.6. CONTENT CREATION & DISTRIBUTION

- 3.6.1. Produce engaging storytelling content about City initiatives
- 3.6.2. Create video content highlighting community stories and events
- 3.6.3. Develop monthly newsletters and regular communications
- 3.6.4. Write compelling copy for marketing materials and campaigns

3.7. MARKETING COLLATERAL DEVELOPMENT

- 3.7.1. Design professional print materials for City programs
- 3.7.2. Create event-specific marketing materials and signage
- 3.7.3. Develop information brochures and program guides
- 3.7.4. Produce annual reports and community publications
- 3.7.5. Design wayfinding and environmental graphics

3.8. MEASUREMENT AND OPTIMIZATION

- 3.8.1. Establish clear Key Performance Indicators (KPI) for all Project Plans
- 3.8.2. Provide monthly analytics and performance reports
- 3.8.3. Monitor community engagement and adjust strategies accordingly
- 3.8.4. Track campaign effectiveness across all channels
- 3.8.5. Deliver actionable insights to improve future communications

4. ADDITIONAL SERVICES

Consultant may provide additional marketing and communication consultation services upon the request of the PIO.

5. KEY PERSONNEL

The following personnel are identified as being key in the performance of Services.

Name	Title
Sonja Anderson	Agency Director
Drew Stone	Sr. Account Manager
Jax Lai	Client Services Account Manager
Rachel Rice	Project Director
Justin Bronson	Brand Strategist
Brittany Frazier	Creative Director
Alejandro Pérez	Art Director
Gil Aranowitz	Messaging Strategist
Alberto Bolaños	Digital Project Manager
Oyetola Oyewunmi	Project Manager

5.1. Consultant will maintain the same key personnel throughout the term of this Agreement, except for changes in such personnel due to:

5.1.1. City’s request to replace such personnel.

5.1.2. The resignation or termination of such personnel or other circumstances outside of Consultant’s reasonable control. Consultant will make all reasonable efforts to assign other qualified personnel, subject to PIO’s written approval.

**EXHIBIT B
SCHEDULE OF FEES**

1. FEES

- 1.1. Where Services are provided on a time and materials basis, the total Project Plan fees will be calculated according to a flat rate of \$275 per hour. This rate includes, but is not limited to, any services relating to account management, project management, design, production, and strategy.
- 1.2. Where Services are provided for a fixed price, the total fees for Services will be the amount authorized in writing by the PIO based on the cost proposal (“Cost Proposal”) prepared by the Consultant accounting for the Project Plan requirements and Consultant’s costs. Cost Proposals must identify payment milestones.
- 1.3. For any Additional Services requested by the PIO, Consultant will bill the City according to a flat rate of \$275 per hour.
- 1.4. The PIO reserves the right to request a Project Plan be priced on a time and materials basis or fixed fee, based on the Project Plan specifications. The City will provide authorization of the final Cost Proposal during the Project Approval process described in Exhibit A, Section 1 (Project Approval Process).
- 1.5. The City will not pay for travel time.

2. REIMBURSEABLE EXPENSES

Any reimbursement to Consultant is limited to the expenses set forth below in the Reimbursable Expense Schedule. The City will reimburse these expenses at actual cost only, unless as markup is specified.

Reimbursable Expense Schedule		Mark Up
1.	The cost of mailing, shipping and/or delivery of any documents or materials.	No Markup
2.	The cost of photographing, printing, reproducing and/or copying any documents or materials.	No Markup
3.	Charges for outside services (including subconsultant fees, equipment, materials, and facilities not furnished directly by Consultant).	Not to exceed 10%
4.	Other reimbursable expenses with prior written approval from the City	No Markup

Reimbursable Expense Schedule		Mark Up
6.	Unless approved in writing (e-mail acceptable) in advance, meals, lodging, and related per diem will not exceed the rates outlined by United States General Services Administration (GSA). https://www.gsa.gov/travel-resources . Airfare or rental car, where applicable will be at economy rates.	No Markup

4. INVOICING

- 4.1. Consultant will bill City on a monthly basis for Services provided by Consultant during the preceding month on an invoice and in a format approved by City and subject to verification and approval by the City. City will pay consultant within thirty (30) days of City’s receipt of an approved invoice.
- 4.2. If time and materials is the basis of compensation, then Consultant will base its invoice on the hours, professional fees, costs and charges associated with the Services completed during the invoice period. If Consultant is entitled to reimbursable expenses, the invoice will include such expenses and/or costs associated with the Services completed during the invoice period.
- 4.3. If Consultant invoices for a fixed fee, then Consultant will base its invoice on the payment milestones identified in the approved Cost Proposal for Services completed during the invoice period. If payment milestones are not identified in the Cost Proposal, Consultant shall not invoice the City until completion of all Services identified in the Project Plan. If the Consultant is entitled to reimbursable expenses, the invoice will include such expenses and/or costs incurred during the previous month.
- 4.4. Pre-Payment. City will not be required to pay a deposit or any other form of pre-payment prior to Consultant beginning the Services.
- 4.5. Payment Limited to Satisfactory Work. Consultant is not entitled to any payments until the City concludes that the Services and/or any furnished deliverables have been satisfactorily performed.
- 4.6. Recalculation. The City may recalculate and pay invoices based on the rates established in this Agreement.
- 4.7. Disputed Invoices. If the City in good faith disputes any portion of an invoice, the City will pay the undisputed portion of the invoice and submit written notice to Consultant regarding the disputed amount. The notice will include documentation supporting the disputed amount.

5. RATE ADJUSTMENTS

Rates may be negotiated no more than once annually. Consultant will notify the City ninety (90) days in advance of any proposed rate increase. Any rate increases are subject to approval by the City and must be substantiated by Consultant to the satisfaction of the City. All rate adjustments must be approved by the City through an amendment to this Agreement.

EXHIBIT C INSURANCE REQUIREMENTS

Without limiting the Consultant's indemnification of the City, and prior to commencing any of the Services required under this Agreement, the Consultant will provide and maintain in full force and effect during the period of performance of the Agreement and for twenty-four (24) months following acceptance by the City, at its sole cost and expense, the following insurance policies from insurance companies authorized to do business in the State of California. These policies will be primary insurance as to the City of Santa Clara so that any other coverage held by the City will not contribute to any loss under Consultant's insurance. The minimum coverages, provisions and endorsements are as follows:

A. COMMERCIAL GENERAL LIABILITY INSURANCE

1. Commercial General Liability Insurance policy which provides coverage at least as broad as Insurance Services Office form CG 00 01. Policy limits are subject to review, but will in no event be less than, the following:

\$1,000,000 Each Occurrence
\$2,000,000 General Aggregate
\$2,000,000 Products/Completed Operations Aggregate
\$1,000,000 Personal Injury

2. Exact structure and layering of the coverage will be left to the discretion of Consultant; however, any excess or umbrella policies used to meet the required limits will be at least as broad as the underlying coverage and will otherwise follow form.
3. The following provisions will apply to the Commercial Liability policy as well as any umbrella policy maintained by the Consultant to comply with the insurance requirements of this Agreement:
 - a. Coverage will be on a "pay on behalf" basis with defense costs payable in addition to policy limits.
 - b. There will be no cross-liability exclusion which precludes coverage for claims or suits by one insured against another; and
 - c. Coverage will apply separately to each insured against whom a claim is made, or a suit is brought, except with respect to the limits of liability.

B. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Business automobile liability insurance policy which provides coverage at least as broad as ISO form CA 00 01 with policy limits a minimum limit of not less than one million dollars (\$1,000,000) each accident using, or providing coverage at least as broad as, Insurance Services Office form CA 00 01. Liability coverage apply to all owned (if any), non-owned and hired autos.

C. WORKERS' COMPENSATION

1. Workers' Compensation Insurance Policy as required by statute and employer's liability with limits of at least one million dollars (\$1,000,000) policy limit Bodily Injury by disease, one million dollars (\$1,000,000) each accident/Bodily Injury and one million dollars (\$1,000,000) each employee Bodily Injury by disease.
2. The indemnification and hold harmless obligations of Consultant included in this Agreement will not be limited in any way by any limitation on the amount or type of damage, compensation or benefit payable by or for Consultant or any subconsultant under any Workers' Compensation Act(s), Disability Benefits Act(s) or other employee benefits act(s).
3. This policy must include a Waiver of Subrogation in favor of the City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents.

D. PROFESSIONAL LIABILITY

Professional Liability or Errors and Omissions Insurance as appropriate will be written on a policy form coverage specifically designed to protect against negligent acts, errors or omissions of the Consultant. Covered services as designated in the policy must specifically include work performed under this agreement. Coverage will be in an amount of not less than one million dollars (\$1,000,000) per claim or two million dollars (\$2,000,000) aggregate. Any coverage containing a deductible or self-retention must first be approved in writing by the City Attorney's Office.

E. COMPLIANCE WITH REQUIREMENTS

All of the following clauses and/or endorsements, or similar provisions, must be part of each commercial general liability policy, and each umbrella or excess policy.

1. Additional Insureds. City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents are hereby added as additional insureds in respect to liability arising out of Consultant's work for City, using Insurance Services Office (ISO) Endorsement CG 20 10 11 85, or the combination of CG 20 10 03 97 and CG 20 37 10 01, or its equivalent.
2. Primary and non-contributing. Each insurance policy provided by Consultant will contain language or be endorsed to contain wording making it primary insurance as respects to, and not requiring contribution from, any other insurance which the indemnities may possess, including any self-insurance or self-insured retention they may have. Any other insurance indemnities may possess will be considered excess insurance only and will not be called upon to contribute with Consultant's insurance.
3. Cancellation.
 - a. Each insurance policy will contain language or be endorsed to reflect that no cancellation or modification of the coverage provided due to non-payment of premiums will be effective until written notice has been given to City at least ten (10) days prior to the effective date of such

modification or cancellation. In the event of non-renewal, written notice will be given at least ten (10) days prior to the effective date of non-renewal.

- b. Each insurance policy will contain language or be endorsed to reflect that no cancellation or modification of the coverage provided for any cause save and except non-payment of premiums will be effective until written notice has been given to City at least thirty (30) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice will be given at least thirty (30) days prior to the effective date of non-renewal.
4. Other Endorsements. Other endorsements may be required for policies other than the commercial general liability policy if specified in the description of required insurance set forth in Sections A through E of this Exhibit C, above.

F. ADDITIONAL INSURANCE RELATED PROVISIONS

Consultant and City agree as follows:

1. Consultant agrees to ensure that subconsultants, and any other party involved with the Services, who is brought onto or involved in the performance of the Services by Consultant, provide the same minimum insurance coverage required of Consultant, except as with respect to limits. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. Consultant agrees that upon request by City, all agreements will, and insurance compliance documents provided by, such subconsultants and others engaged in the project will be submitted to City for review.
2. Consultant agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Consultant for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There will be no recourse against City for payment of premiums or other amounts with respect thereto.
3. The City reserves the right to withhold payments from the Consultant in the event of material noncompliance with the insurance requirements set forth in this Agreement.

G. EVIDENCE OF COVERAGE

Prior to commencement of any Services under this Agreement, Consultant, and each and every subconsultant (of every tier) will, at its sole cost and expense, provide and maintain not less than the minimum insurance coverage with the endorsements and deductibles indicated in this Agreement. Such insurance coverage will be maintained with insurers, and under forms of policies, satisfactory to City and as described in this Agreement. Consultant will file with the City all certificates and endorsements for the

**EXHIBIT D
NOTICE OF EXERCISE OF OPTION TO EXTEND**

AGREEMENT TITLE:	
CONSULTANT:	
DATE:	

Pursuant to **Section 2.B** of the Agreement referenced above, the City of Santa Clara hereby exercises its option to extend the term under the following provisions:

OPTION NO.	
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NEW OPTION TERM

Begin date:	
End date:	

CHANGES IN RATE OF COMPENSATION

Percentage change in CPI upon which adjustment is based:	
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Pursuant to **Exhibit B, Section 2** of the Agreement the rates of compensation are hereby adjusted as follows:

The undersigned signing on behalf of the City of Santa Clara hereby certifies that an unexpended appropriation is available for the term exercised by this Notice, and that funds are available as of the date of this signature.

Dated: _____

Approved as to Form:

GLEN R. GOOGINS
City Attorney

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Santa Clara, CA 95050
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