

**AGREEMENT FOR SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
DATA TICKET, INC.**

PREAMBLE

This Agreement is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Data Ticket, Inc., a California corporation (Contractor). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

- A. City desires to secure the services more fully described in this Agreement, at Exhibit A, entitled "Scope of Services";
- B. Contractor represents that it, and its subcontractors, 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.

The Parties agree as follows:

AGREEMENT TERMS AND CONDITIONS

1. AGREEMENT DOCUMENTS

The documents forming the entire Agreement between City and Contractor shall 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

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 shall 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 shall begin on September 1, 2022 and extend through August 31, 2027 (“Initial Term”).
- B. **Options to Extend.** After the Initial Term, the City reserves the right, at its sole discretion, to extend the term of this Agreement for up to five (5) additional one-year terms through August 31, 2032 (“Option Periods”).

3. SCOPE OF SERVICES & PERFORMANCE SCHEDULE

Contractor shall perform those Services specified in Exhibit A within the time stated in Exhibit A. Time is of the essence.

4. WARRANTY

Contractor expressly warrants that all materials and services covered by this Agreement shall be fit for the purpose intended, shall be free from defect and shall conform to the specifications, requirements and instructions upon which this Agreement is based. Contractor 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 Contractor. If Contractor fails to promptly correct or replace materials or services, City may make corrections or replace materials or services and charge Contractor for the cost incurred by City.

5. QUALIFICATIONS OF CONTRACTOR - STANDARD OF CARE

Contractor 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 Contractor’s representations regarding its skills and knowledge. Contractor shall 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 Contractor’s complete performance of Services, City shall pay Contractor for all materials provided and Services rendered by Contractor in accordance with Exhibit B, entitled “SCHEDULE OF FEES.”

7. TERMINATION

- A. Termination for Convenience. City shall have the right to terminate this Agreement, without cause or penalty, by giving not less than Thirty (30) days' prior written notice to Contractor.
- B. Termination for Default. If Contractor 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 Contractor.
- C. Upon termination, each Party shall 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, Contractor will deliver to City all City information or material that Contractor has in its possession.

8. ASSIGNMENT AND SUBCONTRACTING

City and Contractor bind themselves, their successors and assigns to all covenants of this Agreement. This Agreement shall not be assigned or transferred without the prior written approval of City. Contractor shall not hire subcontractors without express written permission from City.

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

9. NO THIRD PARTY BENEFICIARY

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

10. INDEPENDENT CONTRACTOR

Contractor and all person(s) employed by or contracted with Contractor to furnish labor and/or materials under this Agreement are independent contractors and do not act as agent(s) or employee(s) of City. Contractor 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 Contractor and all other written information submitted to Contractor in connection with the performance of this Agreement shall be held confidential by Contractor and shall 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 Contractor which is otherwise known to Contractor or becomes generally known to the related industry shall be deemed confidential.

12. OWNERSHIP OF MATERIAL

All reports, information, and data, including but not limited to computer tapes or discs, files, and tapes furnished or prepared by the Contractor, (collectively the "Materials"), are and shall remain exclusively the sole property of Contractor, and the City shall acquire no right or title to said Materials. All computer software and systems, related automated and manual procedures, instructions, computer programs, and data storage media containing same, and written procedures performed hereunder (collectively the "System") are and shall remain exclusively the sole property of Contractor, and the City shall acquire no right or title to said Systems.

- A. All documents, records and tapes supplied by City to Contractor in performance of this contract are agreed to be and shall remain the sole property of City. Contractor agrees to return same promptly to City no later than forty-five (45) days following notice to the Contractor.

13. SECURITY PROVISIONS

- A. Security Provisions: City and Contractor agree to follow all defined security requirements including but not limited to:
 - i. All City employees who are provided access to services provided by Contractor must complete a background check and must complete annual security awareness trainings.
 - ii. All City employees must sign security agreement documents subject to the source state of the information being obtained by DMV entities.
 - iii. City must inform Contractor within 24 hours of a City employee with access to Contractor services leaving their role.
 - iv. Each Party must inform the other Party of any breach of information within 24 hours. This notification must include the date and time of the breach or unauthorized access, nature of the security breach, what data was accessed or vulnerable to the breach including names and contact information of customer information that may have been compromised, and what each Party has done in response to the event. Affected customers must be notified by Contractor of any breach of security involving their personal information as required by applicable laws.

- v. City understands and agrees that security requirements may change and be updated to reflect the most current security requirements of the government agencies Contractor works with to obtain vehicle registered information.
 - vi. Each Party understands that evidence of the security requirements may be requested to comply with each Party's audit requirements. Each Party must cooperate with all security audits and in the remediation of all identified system vulnerabilities that can lead to a system breach.
 - vii. City understands and agrees that access to confidential registered owner information may be immediately restricted or terminated if any of the mandatory provisions above are found to be violated or abused.
- B. Permissible Use Provisions: City agrees to follow all defined permissible use requirements including but not limited to:
- i. All City employees who are provided access to services provided by Contractor must receive annual training on permissible use of state agency information.
 - ii. All City employees must sign permissible use agreement documents subject to the source state or government agency where the vehicle registered owner information is being obtained.
 - iii. All City employees will be instructed of the confidentiality of information obtained from a government agency and the proper use of that information based on job responsibility, which must not involve immigration purposes.
 - iv. City must inform Contractor within 24 hours if data has been misused in such a manner that might constitute data misuse or a data breach.
 - v. City must inform Contractor of any breach of information within 24 hours, so the appropriate government agencies can be notified of the breach.
 - vi. City understands and agrees that permissible use requirements may change and be updated to reflect the most current permissible use requirements of the government agencies Contractor works with to obtain vehicle registered information.
 - vii. City understands that evidence of the permissible use requirements may be requested to comply with Contractor audit requirements of the governmental agencies Contractor works with.

- viii. City understands that tracking of activity will occur for annual reviews to be conducted by Contractor to ensure the confidentiality and privacy required for government agency provided information.
- ix. City understands that all information obtained through government agencies is considered subject to the Drivers Privacy Protection Act (DPPA) and agrees that no disclosures of information will be made that would constitute a violation of this act.
- x. City understands and agrees that access to confidential registered owner information may be immediately restricted or terminated if any of the mandatory provisions above are found to be violated or abused.

C. Data Security

- i. Contractor must secure, protect at all times, and implement commercially reasonable measures to prevent unauthorized access to any personal identifying information, financial account information, and information designated in writing by the City as “restricted City information” (collectively, “Confidential Information”), whether in electronic format or hard copy. At a minimum, Contractor must encrypt and password-protect electronic files, store and process Confidential Information only in North America, and adhere to any security applicable standards. Standards arise from the service and data processed and may include National Institute for Standards and Technology CSF/800-14/800-53/800-82, International Organization for Standardization 1504/27001/27002, International Society for Automation ISA-62443 series, Payment Card Industry PCI-DSS, Underwriters Laboratory, Health Insurance Portability and Accountability Act, Federal Risk and Authorization Management Program FedRAMP, US Department of Justice/Federal Bureau of Investigation Criminal Justice Information Services Security Policy, California Department of Vehicle, other state registries, et al, as applicable based on the scope of foodservice services hereunder. This includes data saved to host locations, computers, connected devices, and storage devices.
- ii. When Confidential Information, regardless of its format, is no longer required by Contractor to execute the work required by this Agreement, the information must be redacted or destroyed through appropriate and secure methods, to ensure the information cannot be viewed, accessed, and reconstructed.
- iii. Contractor represents and warrants that for the Term of the Agreement, if Contractor serves as the merchant-of-record for credit or debit card transactions in connection with the Services

provided under this Agreement, the software and services used for processing credit and debit card transactions shall be compliant with standards established by the Payment Card Industry (PCI) Security Standards Council. In the case of a third-party application selected by Contractor, the application will be listed as PA-DSS compliant at the time of implementation by the Contractor. Except for the negligent actions or omissions of the City, Contractor acknowledges and agrees that it is responsible for the security of all cardholder data. Contractor agrees to indemnify, defend, and hold City, its officers, employees, and agents, as well as Operator and its employees and agents, harmless for, from and against any and all claims, causes of action, suits, judgments, assessments, costs (including reasonable attorneys' fees) and expenses arising out of or relating to any loss of customer payment card or identity information processed, managed, retained or maintained by Contractor, including but not limited to fraudulent or unapproved use of such payment card or identity information. Contractor shall, upon written request, furnish proof of compliance with the Payment Card Industry Data Security Standard (PCI DSS) within 10 business days of the request. Regardless of written request, the Contractor shall provide the proper Attestation of Compliance (AOC), which can be found on the PCI SSC website, annually. Contractor agrees that, notwithstanding anything to the contrary in the Agreement, the City may terminate the Agreement immediately without penalty upon notice to the Contractor in the event Contractor fails to maintain compliance with the PCI DSS or fails to maintain the confidentiality of any cardholder data. If Contractor Systems connect to or interface with City systems, the City agrees to promptly implement upon written request from Contractor, at City's expense, changes to the City Systems that Contractor reasonable requests and believes are necessary or prudent to ensure Contractor's compliance with the PCI DSS.

14. RIGHT OF CITY TO INSPECT RECORDS OF CONTRACTOR

City, through its authorized employees, representatives or agents shall 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 Contractor for the purpose of verifying any and all charges made by Contractor in connection with Contractor compensation under this Agreement, including termination of Contractor. Contractor 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 shall be disallowed by City. Contractor shall 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.

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

15. HOLD HARMLESS/INDEMNIFICATION

- A. To the extent permitted by law, Contractor 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 Contractor pursuant to this Agreement – including claims of any kind by Contractor's employees or persons contracting with Contractor to perform any portion of the Scope of Services – and shall expressly include passive or active negligence by City connected with the Services. However, the obligation to indemnify shall 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. Contractor's obligation to protect, defend, indemnify, and hold harmless in full City and City's employees, shall specifically extend to any and all employment-related claims of any type brought by employees, contractors, subcontractors or other agents of Contractor, against City (either alone, or jointly with Contractor), regardless of venue/jurisdiction in which the claim is brought and the manner of relief sought.
- C. To the extent Contractor 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, Contractor 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 Contractor's responsibilities under the Act.

16. INSURANCE REQUIREMENTS

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

17. WAIVER

Contractor agrees that waiver by City of any one or more of the conditions of performance under this Agreement shall 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 shall 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.

18. NOTICES

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

City of Santa Clara
Attention: Santa Clara Police Department
1500 Warburton Avenue
Santa Clara, CA 95050
and by e-mail at police@santaclaraca.gov

And to Contractor addressed as follows:

Data Ticket, Inc.
Attention: Brook Westcott
2603 Main Street, Suite 300
Irvine, CA 92614
and by e-mail at bwestcott@dataticket.com

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

19. COMPLIANCE WITH LAWS

Contractor shall 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, Contractor’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 3.40.060), 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 Contractor has read and agrees to comply with City’s Ethical Standards (<http://santaclaraca.gov/home/showdocument?id=58299>).

20. CONFLICTS OF INTEREST

Contractor certifies that to the best of its knowledge, no City officer, employee or authorized representative has any financial interest in the business of Contractor and that no person associated with Contractor has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement. Contractor 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. Contractor will advise City if a conflict arises.

21. FAIR EMPLOYMENT

Contractor shall 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.

22. NO USE OF CITY NAME OR EMBLEM

Contractor shall 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.

23. GOVERNING LAW AND VENUE

This Agreement shall 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 shall 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.

24. SEVERABILITY CLAUSE

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

25. AMENDMENTS

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

26. EXECUTIVE ORDER N-6-22

In order to comply with the Governor's Executive Order, the following information is provided which will be included in City bids and agreements until such time that the EO is rescinded.

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (EO) regarding sanctions in response to Russian aggression in Ukraine. The EO is located at <https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf>.

The EO directs the City of Santa Clara to take certain immediate steps, including notifying all contractors and grantees of their obligations to comply with existing economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law.

This serves as a notice under the EO that as a contractor or grantee, compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>). Failure to comply may result in the termination of contracts or grants, as applicable.

Signatures on following page.

27. COUNTERPARTS

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

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: _____

Office of the City Attorney
City of Santa Clara

RAJEEV BATRA
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

DATA TICKET, INC.
a California corporation

Dated: 6-27-2022

By (Signature): 

Name: Brook Westcott

Title: Chief Operating Officer

Principal Place of Business Address: 2603 Main Street, Suite 300
Irvine, CA 92614

Email Address: bwestcott@dataticket.com

Telephone: (949) 428-7240

Fax: ()

"CONTRACTOR"

EXHIBIT A SCOPE OF SERVICES

The Services to be performed for the City by the Contractor under this Agreement are set forth below.

1. INTRODUCTION

- 1.1. Contractor shall provide a turnkey processing, management, and collection services in support of the City's parking citation and permit programs.
- 1.2. To the extent not inconsistent with this Agreement between the City and Contractor including this Scope of Services, the City's RFP 21-22-07B (including subsequent updates), Contractor's proposal response dated March 7, 2022, Contractor's oral demonstration materials dated March 23, 2022, and Contractor's cost proposal dated April 12, 2022 are hereby incorporated by reference herein, and shall supplement this Scope of Services and be subject to the terms and conditions of the Agreement.

2. HANDHELD TICKET WRITERS

- 2.1. Handheld ticket writers shall be programmable and able to produce citations that meet the format and layout requirements provided by the City.
- 2.2. The software shall come standard with adequate memory sufficient for programs, files, hot car lists, photographs, as well as other contact information, documents and sound recordings if applicable.
- 2.3. Contractor shall be responsible for maintenance and repair, software updates/upgrades, and any failure during the term of the agreement. However, Contractor shall not be responsible for stolen or lost hardware and failures due to misuse.

3. CITATION PROCESSING

- 3.1. Referral and Reconciliation: Contractor shall receive and process parking citations which Contractor shall receive from the City. Contractor will provide a reconciliation of the number of citations received from the City.
- 3.2. Determination of Processable Citations: Contractor shall screen the parking citations referred to it by the City to determine if the citation is processable. If the citation is determined by Contractor to be unprocessable (e.g., essential processing information is missing), Contractor shall return the citation to the City within seven (7) days of receipt, by Contractor's office, for clarification. Contractor will be paid the contractual rate hereinafter provided, for citations properly returned to the City as unprocessable.
- 3.3. Collection and Deposit of Funds: A "direct deposit" system shall be employed for all funds received in payment of citations. The City shall own the account

and deposits shall be made directly into the account by the Contractor for the collecting City. The Contractor will invoice the City for services rendered. Payment in full shall be due within thirty (30) days after which interest shall be accrued at the rate of 6%, (or lower if any statutes, rules or regulations prohibit this rate). If the Contractor deposits into an account held jointly between the City and the Contractor, the Contractor shall reconcile the account the month following the banking activity, disburse all revenue due the City, the Contractor, any tax or surcharge liability and all refunds and provide all supporting documentation for the City records.

- 3.4.** Identification of Registered Vehicle Owners: Contractor shall exert best efforts and attempt to obtain the name and address of the registered vehicle owner from the State Department of Motor Vehicles (DMV) for each vehicle for which a parking citation has been issued but payment for which has not been received within the required time period. Contractor shall follow all procedures specified by the DMV, and be consistent with the Vehicle Code when identifying registered vehicle owners.
- 3.5.** Verification of Ownership: Contractor will take reasonable measures to identify and verify registered vehicle owners. Such measures will take into consideration factors such as issuance of new license plates; address changes; license plate transfers to other vehicles; name changes; and the validity of plates and registration during specific time periods applicable to individual cases.
- 3.6.** Delinquency Notices: In accordance with State law, Contractor will generate and mail (presorted, first-class postage) no sooner than allowable by law, a delinquency notice to all identified registered owners of vehicles who fail to pay their parking citation fines or to post bail in the required manner. The mailed notice will include all information required by the State Vehicle Code, including, but not limited to the following:
 - 3.6.1.** the parking citation issuance date and number;
 - 3.6.2.** the consequences of nonpayment (i.e., a hold on the vehicle registration and the imposition of penalties, towing, or issuance of a possible warrant for arrest);
 - 3.6.3.** the amount of fines and fees due and payable; and
 - 3.6.4.** Affidavit of Non-Ownership.
- 3.7.** Registration Holds: Contractor will provide the system and procedures and will interface with the State Department of Motor Vehicles to place a hold on vehicle registration having unpaid parking fines and fees due against those vehicles in accordance with the Vehicle Code and any other applicable State and local laws. The notification will be given within a reasonable period of time after issuance of a delinquency notice. The period of time will not exceed the time limits provided by state and local law.

- 3.8. Removal of Registration Holds:** Contractor will provide the system and procedures and will interface with the State Department of Motor Vehicles to remove registration holds when a registered vehicle owner satisfies the entire amount of parking citation fines, penalties, and fees due against the vehicle and establishes such payment to the satisfaction of Contractor.
- 3.9. Contested Citations:** In the event a registered vehicle owner disputes the liability for the outstanding parking citation, Contractor will advise the registered vehicle owner of his/her right to request an appeal according to the laws in the state of citation issue. All contested citations will be forwarded to the appeals administrator or the City within the prescribed time period so that the matter can be adjudicated.
- 3.10. Administrative Reviews and Hearings.** Contractor shall be responsible for notifying the City's Hearing Officer of all hearing requests. Contractor shall:
- 3.10.1.** process requests for initial/administrative review hearings immediately upon request in accordance with the laws and administrative regulations;
 - 3.10.2.** if and when a hearing is granted, promptly notify the City's Hearing Officer who will schedule hearing;
 - 3.10.3.** immediately update the citation disposition in the citation processing system;
 - 3.10.4.** work with the City's Hearing Officer to track each step of the initial/administrative review and hearing process;
 - 3.10.5.** print and mail (by first class mail) customized hearing notification letters for the City;
 - 3.10.6.** forward the hearing schedule to the City;
 - 3.10.7.** enter payments, voids, and disposition from hearings (including reason for disposition);
 - 3.10.8.** review hearing officer reduction of penalties and any comments necessary to review the disposition online within forty-eight (48) hours of receiving information; and
 - 3.10.9.** respond to inquiries for the City and the public regarding date of hearing, mailing date, location of hearing and directions to hearing location.
- 3.11. Citations Disposed of by Hearing/Court:** Contractor may be required, as a result of court action, to reduce or cancel, on an individual basis, parking citations which have been referred to it. Contractor shall be paid the contractual rate hereinafter provided for processing the citation regardless of the outcome of court action. Contractor will maintain records indicating any reduction or cancellations of parking citations as a result of hearing/ court action. Parking citations that are dismissed as a result of hearing/court action,

will have the dismissal processed by Contractor promptly after receipt from the Hearing/Court.

- 3.12. Suspension of Processing: Contractor will suspend processing on any citation referred to it for processing upon written notice to do so by an authorized officer of the City. Contractor will promptly return any citation or facsimile properly requested by the City. Contractor will maintain records indicating any suspension of citation as a result of City's request. Contractor shall be paid the contractual rate hereinafter provided for processing the citations suspended by the City.
- 3.13. Payments by U.S. Mail: It is the citizen's responsibility to ensure that payments are received on or before the date due. The date received by the Contractor will be the criteria to establish any delinquent fees due.
- 3.14. Parking Citation System Master File Update: Contractor will regularly, on a daily basis, update the parking citation database with new citations, payments, reductions, cancellations, dismissals and any other pertinent data.

4. PAYMENT PROCESSING

- 4.1. Disposition Processing: Contractor will maintain all citation dispositions for a minimum of two (2) years. Closed citations will remain on-line for at least one (1) year, for research and statistical purposes.
- 4.2. Payments Processing: Contractor shall process citation payments within twenty-four (24) hours of receipt. Payments shall be immediately posted in one (1) of three (3) following categories:
 - 4.2.1. "Regular Payments" are payments with the correct bail, paid on or before the due date. (This includes payments properly complying with prior Notices-of-Intent).
 - 4.2.2. "Partial Payments" are payments paid for less than the amount of bail due. A notice or additional correspondence may advise defendant of late charges and/or incorrect bail.
 - 4.2.3. "Court/Hearing Requests" are all requests for administrative/court hearings by defendants.
 - 4.2.4. These requests are sorted so that bail submitted is immediately posted, and if needed the original citations are retrieved.
- 4.3. Miscellaneous Letters Processing: Contractor will receive and review all miscellaneous correspondence. These are generally letters requesting meter checks, refunds, voids, or otherwise setting forth complaints. These letters will be researched by Contractor for proper follow-up either by the City or by Contractor.
- 4.4. Batching Procedures: Contractor shall maintain an effective method of internal control procedures. Such procedures shall involve reconciliation of all

payments received using generally accepted accounting principles. After proper reconciliation, deposit slips shall be prepared for and deposits made at the appropriate bank, including an itemized listing of all batch numbers included in the deposit. The batch of citation payment documentation shall then be scanned and stored electronically on the network for a minimum period of three (3) years.

- 4.5.** Cash Payments: Contractor shall maintain an effective method of handling cash payments. All cash received through the mail, shall be logged in a cash journal. Thereafter, effective internal control procedures shall be implemented to reconcile such payments, using generally accepted accounting principles.
- 4.6.** Deposits: All deposits shall be made daily, subject to regular banking hours.
 - 4.6.1.** Deposits shall be itemized and detailed information will be captured regarding submitted funds.
 - 4.6.2.** Deposit slips shall be prepared in triplicate. If a joint account between Contractor and City is opened, all deposits shall be directly deposited and Contractor shall perform all reconciliation and check generation along with monthly invoicing. If only the City's designated bank account is used, Contractor will deposit directly into the designated account, but will have no authorization to perform any other duties. Monthly invoicing will be generated by the parking management system and the City will be responsible to reconcile the account and cut all checks. In that case, the City will supply deposit slips and endorsement stamp to Contractor.
- 4.7.** Revenue Report: A monthly revenue report will list all revenues received during a given month. This report will also provide information regarding the City's responsibility for any taxes on collected funds.

5. WEB SITE

- 5.1.** Citation Management Web Site: Contractor offers a web site for City review and interface of its database, including all citations and information relating to changes in status.
- 5.2.** Patron Web Site Access: When the City has web site access, the citizens who receive citations will be able to access the web site to review their individual citations, pay on-line and appeal on-line.
- 5.3.** Web Site Interaction: The web site may be "view only" or "interactive," for City staff depending on requirements of the City.
- 5.4.** Web Site Reports: Web site reports are available to the City on a daily 24/7 schedule and export into Excel for easy flexible reporting.
- 5.5.** Web Site Cost: User ID's and passwords will be assigned to the City at no cost.

6. FRANCHISE TAX BOARD INTERAGENCY INTERCEPT PROGRAM

Contractor shall provide full Interagency Intercept capabilities, including but not limited to:

- 6.1.** Develop a method for identifying and tracking past due citations that are eligible to be sent to the California Franchise Tax Board (FTB) Interagency Intercept Collections program in accordance with Government Code Title 2, Division 3, Part 2, Chapter 5, Article 2.
- 6.2.** Obtain social security numbers for each eligible unpaid parking citation.
- 6.3.** Send all eligible unpaid parking citation fines and penalties to the FTB when authorized by the City.
- 6.4.** Perform the necessary record searches in order to secure social security numbers as needed for assignment of past due fines and penalties to the FTB.
- 6.5.** Maintain records of all unpaid fines and penalties assigned to the FTB for payment and to provide a monthly report of these debts to the City, and provide the City with any information regarding these debts in writing.
- 6.6.** Combine all eligible unpaid fines and penalties for each debtor, and mail pre-placement notices as required by the Interagency Intercept Program.
- 6.7.** Update all records in the citation database according to the payments received.
- 6.8.** Notify FTB of any payments received and cancel FTB processing for that individual citation.
- 6.9.** Make any and all deposits of funds directly to the City's financial institution or Contractor will open a joint account between the City and the Contractor and deposit funds directly into that account.
- 6.10.** Provide all reconciliation and divide the revenue between the City, Contractor, and all taxes due to the State, county court and jail funds.

7. INDIGENT PAYMENT PLAN

Contractor shall oversee the City's Indigent Payment Plan pursuant to Assembly Bill 503 (AB 503) which allows indigent persons as defined in CA Vehicle Code § 40220 to pay unpaid parking fines and fees in monthly installments of no more than twenty-five dollars (\$25) for total amounts due that are three hundred dollars (\$300) or less.

8. ADDITIONAL SERVICES

- 8.1.** California Vehicle Code 40215: Services provided include accepting, scheduling, reviewing and hearing of first and second level administrative appeals, interfacing and providing backup for Court appearances and notifying City contestants by phone and in writing of decisions. The City shall

be responsible to pay the \$25.00 Court filing fee if the review and administrative hearing decisions are overturned by the Court.

8.2. Other Collections: Contractor shall retain a percent of payments collected on delinquent citations which have been processed in accordance with the current Agreement, and meet the following criteria:

8.2.1. Delinquent citations; those for which the California State Department of Motor Vehicles have been placed on a registration hold and/or dropped from the registration hold due to a transfer of ownership or non-renewal of registration or a registration hold has not been placed, but the normal daily processing cycle is complete.

8.2.2. Citations with out-of-state license plates.

8.2.3. Any other problem or special citations that City so designates and refers to Contractor under this Agreement.

8.3. Postal Rate Increase: The Contractor will maintain auditable records to document the Contractor's actual postage costs associated with the mailing of delinquency notices for unpaid citations and for other mailings related to the processing of correspondence. If there is a postal increase, that increase will be invoiced effective on the date that the postal rate increase goes into effect.

9. GENERAL

9.1. Public Inquiries: Contractor will respond to reasonable inquiry by telephone or letter of a nonjudicial nature. Inquiries of a judicial nature will be referred to the City for determination, unless Contractor has been designated to handle appeals.

9.2. Contractor Limitations: Contractor will not take legal action or threaten legal action in any specific case without the City's prior approval.

9.3. Use of Approved Forms: The City shall have the right to reasonable approval of all forms, delinquency notices, and correspondence sent by Contractor. These must conform to State and local law.

9.4. Books and Records: Contractor will maintain adequate books or records for parking citations issued within the City's jurisdiction and referred to Contractor for processing. Such books or records, and related computer processing data, shall be available for reasonable inspection and audit by the City at the Contractor's location at reasonable times upon adequate prior notice to Contractor.

9.5. Contractor Files: Contractor shall maintain master files on parking citations referred to it for processing under the scope of services. Such files will contain records of payments, dispositions, and any other pertinent information required to provide a reasonable audit trail.

- 9.6.** Storage for City: Contractor agrees to store original citations, manually scanned or received electronically, on the network for a minimum of three (3) years. City relieves Contractor of all liability costs associated with data released by City to any other person or entity using such data. Subsequent to the termination of this Agreement, Contractor shall return all hard copies to the City or shred them. If requested, an electronic file, diskette or CD of all processed data will be available to the City.

10. REPORTS

- 10.1.** Periodic Reports: Contractor will submit reports to the City each month. The reports will provide activities relating to performance under this Scope of Services. Among the reports, which Contractor will generate, are the following:
- 10.1.1.** Report of Revenue Collected for Period
 - 10.1.2.** Report for Parking Citations Issued for Period
 - 10.1.3.** A balanced summary report for issuing City providing the status of all parking citations at the beginning of the period, current period and at the end of the period.
 - 10.1.4.** A report for issuing City identifying registered vehicle owners with multiple outstanding parking citations.
 - 10.1.5.** A report for issuing City identifying the parking citations issued, location, and violation by officer.
- 10.2.** PCI Compliance Reports/Certificates: Quarterly Ad Hoc certificates will be sent to the City.
- 10.3.** Annual Reports: Annually, Contractor shall comply with existing state laws.

11. MARK43 INTEGRATION

- 11.1.** Contractor shall provide an interface that will allow automatic file transfers of parking citation data into the City's records management system (i.e., Mark43 RMS) within one (1) week of a citation being issued. Data transferred shall at a minimum include:
- 11.1.1.** Date
 - 11.1.2.** Time
 - 11.1.3.** Location
 - 11.1.4.** Vehicle License Plate or VIN number
 - 11.1.5.** Vehicle Make
 - 11.1.6.** Vehicle Model
 - 11.1.7.** Vehicle Year

11.1.8. Vehicle Color

11.1.9. Violation(s)

11.2. Contractor shall be responsible for maintaining the interface jobs running on its server(s).

12. RESIDENTIAL PARKING PERMIT MANAGEMENT SYSTEM (OPTIONAL)

12.1. At the City's request, Contractor shall provide a customized parking permit management system to the City for customers to apply for, view, and manage their permits online.

12.2. Contractor shall develop all necessary plans with approval by the City and provide all professional services required to configure and implement the parking permit management system in accordance with the City's requirements.

**EXHIBIT B
SCHEDULE OF FEES**

1. MAXIMUM COMPENSATION

There is no maximum compensation under this Agreement. Contractor provides a revenue stream by processing parking citations, collecting fees noted in this section, and returning the balance of the collected penalties to the City of Santa Clara Police Department.

2. CITATION PROCESSING

Prices set forth in this section shall remain fixed for the term of the Agreement, including any optional terms. However, if postal rates increase during the term of the Agreement, fees to Contractor shall be raised immediately to offset the effect of the actual postal rate increase.

Description	Fee
Receipt and processing of parking citations submitted electronically	\$.50 per citation
Receipt and processing of parking citations submitted manually	\$.65 per citation
Registered Owner Information for all citations	\$0.00
Courtesy Notice (including postage)	\$.75 per notice
Delinquent Notice (including postage)	\$0.00
Out of State Collection	25%
Delinquent Collection	26%
FTB Collection	15% (contingency based)
Social Security Number (SSN) request required for FTB placement	\$2.50 per unique SSN
CA DMV Holds and Releases	\$0.00
1st Level review hold & scanning of review request (review documentation received by appellant and determine whether request received within required timeframe, then if so, place citation on Administrative Review Request Hold and scan all received documents into the system.	\$.50 per appealed citation
1st Level review disposition letter (including postage)	\$.75 per letter
2nd Level hearing hold, scanning of documentation & scheduling of hearing (review documentation received by appellant and determine whether request received was within required timeframe, then if so, place citation on Administrative Review Request Hold and scan all received documents into the system and work with Hearing Officer to schedule a hearing)	\$.50 per appealed citation

Description	Fee
2nd Level hearing disposition letter (including postage)	\$.75 per letter
Hearing Notification Letter (including postage)	\$.75 per letter
Collection and processing of payments (web)	\$0.00
Collection and processing of payments (telephone)	\$0.00
Collection and processing of payments (mail-in)	\$0.00
Refunds	\$4.00 per refund
Chargebacks and NSFs	4.00 per chargeback/NSF
Indigent Payment Plan Oversight	\$5.00 if Contractor oversees the approval/denial process \$2.00 if City oversees the approval/denial process
Indigent Payment Plan Approval/Denial Letter	\$.80 per letter
Hearing Officer Fee – Utilizing Data Ticket’s independent Hearing Officers	\$45.00 per hearing
In Trust/Escrow Account	\$100.00 per month
Mark43 Integration	No Charge
Credit / Debit Card Processing Contractor is PCI Compliant and provides the ability to pay with Visa, MasterCard, Discover, and American Express credit/debit cards. There is no charge to the City for credit / debit card processing; however, the paying individuals are charged the fee.	\$3.50 per transaction
Payment Plan Processing <ul style="list-style-type: none"> • An administrative fee will be assessed to payment plan requestors who wish to participate in a payment plan. • This fee will cover the cost of the payment plan initiation, and the cost of a confirmation letter that is sent to the patron confirming the details of the payment plan. Payment plans are subject to the City’s approval.	\$15.00 per transaction
Credit Card Chargeback Processing <ul style="list-style-type: none"> • If a chargeback occurs, a fee will be charged to the patron for the processing of the chargeback. • No fee will be charged to the City. 	\$30.00 per transaction

3. HANDHELD TICKET WRITERS AND ACCESSORIES

The City will issue separate Purchase Order(s) for the purchase of handheld ticket writers including but not limited to printers, charging racks, data plan, and repair, maintenance and support. The City, at its sole discretion, shall select the combination of handheld devices and all other peripherals and accessories to use, whether listed or not below.

Description	Unit Price	Qty	Total
One-time Cost – 2-piece handheld w/printer – Android A53 or similar device	\$1,225.00 each set	7	\$8,575.00 per year
Year 1 Repair, Maintenance & Support	\$20.00 per unit/month	7	\$1,680.00 per year
Year 2 Repair, Maintenance & Support	\$20.00 per unit/month	7	\$1,680.00 per year
Year 3 Repair, Maintenance & Support	\$20.00 per unit/month	7	\$1,680.00 per year
Year 4 Repair, Maintenance & Support	\$20.00 per unit/month	7	\$1,680.00 per year
Year 5 Repair, Maintenance & Support	\$20.00 per unit/month	7	\$1,680.00 per year
Handheld Annual Software License Fee – Per Unit	\$150.00 per year	7	\$1,050.00 per year
Handheld Replacement for Lost/Stolen/Damaged Unit - Optional	\$15.00 per unit/month	7	\$1,260.00 per year
Standalone printer			\$375.00 each
Data plan to be used with the handheld units is a straight pass through and the City may utilize any carrier.			
Ticket stock shall be quoted as needed.			

Contractor shall invoice the City in accordance with the items and quantities stated on the Purchase order. City will pay Contractor within thirty (30) days of City's receipt of an approved invoice.

5. RESIDENTIAL PARKING PERMIT MANAGEMENT SYSTEM (OPTIONAL)

At the request of the City, Contractor shall provide residential parking permit management system in accordance with the fees set forth in this section. Prices set forth in this section shall remain fixed for the term of the Agreement, including any optional terms.

Description	Fee
Residential Parking Permit Processing	\$5,000.00 annually
Permit Approval/Denial Process (Optional) Contractor to approve/deny the review of each permit registration documentation and request.	\$3.00 per approval/denial
Permit Fulfillment (optional – if City will not utilize virtual permits utilizing a “plate”). Services for this item includes: <ul style="list-style-type: none">• Contractor to assign each permit per successful registration• Contractor to generate and mail a custom notice to each successful registrant with an assigned permit. The rate includes Postage – USPS first class rate.	\$3.50 per permit fulfillment and \$.80 per letter sent

EXHIBIT C
INSURANCE REQUIREMENTS

Without limiting the Contractor's indemnification of the City, and prior to commencing any of the Services required under this Agreement, the Contractor shall provide and maintain in full force and effect, at its sole cost and expense, the following insurance policies with at least the indicated coverages, provisions and endorsements:

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 shall in no event be less than, the following:
 - \$2,000,000 Each occurrence
 - \$2,000,000 General aggregate
 - \$2,000,000 Products/Completed Operations aggregate
 - \$2,000,000 Personal Injury
2. Exact structure and layering of the coverage shall be left to the discretion of Contractor; however, any excess or umbrella policies used to meet the required limits shall be at least as broad as the underlying coverage and shall otherwise follow form.
3. The following provisions shall apply to the Commercial Liability policy as well as any umbrella policy maintained by the Contractor to comply with the insurance requirements of this Agreement:
 - a. Coverage shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits;
 - b. There shall be no cross liability exclusion which precludes coverage for claims or suits by one insured against another; and
 - c. Coverage shall 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 shall apply to all owned, non-owned and hired autos.

In the event that the Work being performed under this Agreement involves transporting of hazardous or regulated substances, hazardous or regulated wastes and/or hazardous or regulated materials, Contractor and/or its subcontractors involved in such activities shall provide coverage with a limit of two million dollars (\$2,000,000) per accident covering transportation of such materials by the addition to the Business Auto Coverage Policy of Environmental Impairment Endorsement MCS90 or Insurance Services Office

endorsement form CA 99 48, which amends the pollution exclusion in the standard Business Automobile Policy to cover pollutants that are in or upon, being transported or towed by, being loaded onto, or being unloaded from a covered auto.

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 Contractor included in this Agreement shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefit payable by or for Contractor or any subcontractor 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. Technology Professional Liability Errors and Omissions

1. Insurance with Two Million Dollars (\$2,000,000) per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, copyright, trademark, invasion of privacy violations, information theft, release of private information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.
2. The Policy shall include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the City in the care, custody, or control of Contractor. If not covered under the Contractor's liability policy, such "property" coverage of the City may be endorsed onto the Contractor's Cyber Liability Policy as covered property as follows:
3. Cyber Liability coverage in an amount sufficient to cover the full replacement value of damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the City that will be in the care, custody, or control of Contractor.
4. The insurance obligations under this Agreement shall be the greater of 1) all the insurance coverage and limits carried by or available to the Contractor; or 2) the minimum insurance requirements shown in this Agreement. Any insurance proceeds in excess of the specified limits and coverage required, which are applicable to a given loss, shall be available to the City. No representation is made that the minimum Insurance requirements of this Agreement are sufficient to cover the indemnity or other obligations of Contractor under this Agreement

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 Contractor'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 Contractor shall 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 shall be considered excess insurance only and shall not be called upon to contribute with Contractor's insurance.
3. General Aggregate. The general aggregate limits shall apply separately to Contractor's work under this Agreement providing coverage at least as broad as Insurance Services Office (ISO) Endorsement CG 2503, 1985 Edition, or insurer's equivalent (CGL);
4. Cancellation.
 - a. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided due to non-payment of premiums shall 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 shall be given at least ten (10) days prior to the effective date of non-renewal.
 - b. Each insurance policy shall 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 shall 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 shall be given at least thirty (30) days prior to the effective date of non-renewal.
5. 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 D of this Exhibit C, above.

F. ADDITIONAL INSURANCE RELATED PROVISIONS

Contractor and City agree as follows:

1. Contractor agrees to ensure that subcontractors, and any other party involved with the Services who is brought onto or involved in the performance of the Services by Contractor, provide the same minimum insurance coverage required of Contractor, except as with respect to limits. Contractor 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. Contractor agrees that upon request by City, all agreements with, and insurance compliance documents provided by, such subcontractors and others engaged in the project will be submitted to City for review.
2. Contractor 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 Contractor 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 shall 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 Contractor 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, Contractor, and each and every subcontractor (of every tier) shall, 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 shall be maintained with insurers, and under forms of policies, satisfactory to City and as described in this Agreement. Contractor shall file with the City all certificates and endorsements for the required insurance policies for City's approval as to adequacy of the insurance protection.

H. EVIDENCE OF COMPLIANCE

Contractor or its insurance broker shall provide the required proof of insurance compliance, consisting of Insurance Services Office (ISO) endorsement forms or their equivalent and the ACORD form 25-S certificate of insurance (or its equivalent), evidencing all required coverage shall be delivered to City, or its representative as set forth below, at or prior to execution of this Agreement. Upon City's request, Contractor shall submit to City copies of the actual insurance policies or renewals or replacements. Unless otherwise required by the terms of this Agreement, all certificates, endorsements, coverage verifications and other items required to be delivered to City pursuant to this Agreement shall be e-mailed to ctsantaclara@ebix.com:

Or mail to:

EBIX Inc.
City of Santa Clara – Santa Clara Police Department
P.O. Box 100085 – S2
Duluth, GA 30096

Telephone number: 951-766-2280
Fax number: 770-325-0409
Email address: ctsantaclara@ebix.com

I. QUALIFYING INSURERS

All of the insurance companies providing insurance for Contractor shall have, and provide written proof of, an A. M. Best rating of at least A minus 6 (A- VI) or shall be an insurance company of equal financial stability that is approved by the City or its insurance compliance representatives.