

**AGREEMENT FOR SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
WALK TALKIN INTERNATIONAL LLC**

PREAMBLE

This Agreement, effective as of February 9, 2026 (“Effective Date”), is entered into between the City of Santa Clara, California, a chartered California municipal corporation (“City”) and Walk Talkin International, LLC, a California limited liability company, (“Consultant”). City and Consultant 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 (“Services”) more fully described in this Agreement, at Exhibit A, entitled “Scope of Services”;
- B. Consultant 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.

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 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 A-1 – Standard Indemnification

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

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 as of the Effective Date and terminate on March 1, 2027.

After the initial term, the City reserves the right to extend the term of the agreement by up to four (4) additional terms of one-year each in such increments as determined by the City. Any such extension shall be formalized through a formal written amendment to this Agreement.

3. SCOPE OF SERVICES & PERFORMANCE SCHEDULE

Consultant shall perform those Services specified in Exhibit A 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 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. 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 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 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 is **Two Hundred Fifty Thousand Dollars (\$250,000)**, 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 shall be at Consultant's expense. Consultant shall not be entitled to any payment above the maximum compensation under any circumstance.

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 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 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, 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 shall not be assigned or transferred without the prior written approval of City. Consultant shall not hire subcontractors without express written permission from City.

Consultant 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 Consultant 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

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 shall be held confidential by Consultant 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 Consultant which is otherwise known

to Consultant or becomes generally known to the related industry shall be deemed confidential.

12. OWNERSHIP OF MATERIAL

All material, which shall 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 shall be the property of City but Consultant may retain and use copies thereof. City shall not be limited in any way or at any time in its use of said material. However, Consultant shall 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 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 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 shall be disallowed by City. Consultant 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.

Consultant shall 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 (collectively "Indemnify") City, its City Council, commissions, officers, employees, volunteers and agents (collectively "Indemnitees") 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 (collectively "Losses"), and whether sounding in law, contract, tort, or equity, arising out of the performance of the Services, that are caused or claimed to be caused by the acts, errors and/or omissions of Consultant, its employees, its subconsultants, or anyone for whose acts any of them may be liable (collectively "Responsible Parties"). Consultant's responsibilities under this Section 14 (HOLD HARMLESS/INDEMNIFICATION) include liability arising from, connective with, caused by, or claimed to be caused by the active or passive negligent acts or omissions of City, which may be in combination with the acts or omissions of any Responsible Party, provided that Consultant's duty to Indemnify will not include any Losses arising from the sole

negligence or willful misconduct of Indemnitees. Notwithstanding, Consultant's duty to defend is not so limited.

- B. Consultant's obligation to Indemnify, will specifically extend to any and all employment-related claims of any type brought by employees, 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.
- D. The Parties expressly agree that this Section 14 (HOLD HARMLESS/INDEMNIFICATION) will survive the expiration or early termination of the Agreement.

15. INSURANCE REQUIREMENTS

During the term of this Agreement, and for any time period set forth in Exhibit C, Consultant shall 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 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.

17. NOTICES

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

City of Santa Clara
Attention: Elycia Knight, City Manager's Office
1500 Warburton Avenue
Santa Clara, CA 95050
and by e-mail at EKnight@santaclaraca.gov

And to Consultant addressed as follows:

Walk Talkin International LLC
Attention: Carlos Guaico
1865 Oakwood Ave

Glendale, CA 91208
and by e-mail at carlos@walktalkin.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.

18. COMPLIANCE WITH LAWS

Consultant 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, 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 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.

21. NO USE OF CITY NAME OR EMBLEM

Consultant 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.

22. 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.

23. 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.

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 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: 2/9/2026 | 5:16 PM PST

Signed by:
Jennifer Byers
75A18AF02BF84F1

GLEN R. GOOGINS
City Attorney

Signed by:
Jovan D. Grogan
5EAD680ED5C343A

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”

WALK TALKIN INTERNATIONAL LLC
a California limited liability company

Dated: 2/6/2026 | 8:15 PM PST

By (Signature): *Carlos Guaico*
E92FF8CD9BE4449

Name: Carlos Guaico
Title: Chief Executive Officer
Principal Place of Business Address: 1865 Oakwood Ave
Glendale, CA 91208
Email Address: Carlos@walktalkin.com
Telephone: 408-425-3136

“CONSULTANT”

EXHIBIT A SCOPE OF SERVICES

This Scope of Services outlines the requirements for Consultant to provide as-needed event planning and production services (“Services”) for the City. The Consultant is responsible for providing all labor, equipment, materials and project management necessary to produce the event(s) as directed by the City.

1. PROJECT APPROVAL PROCESS

- 1.1.** Consultant will provide the Services on an as-needed basis and as directed, in writing, by the City Manager’s Office (“CMO”) or designee. The CMO will provide Consultant with a written request (“Event Request”) detailing the initial event concept, objectives, timeline and any other information needed to formulate the event scope.
- 1.2.** For each Event Request, Consultant will prepare an initial scope of work (“Event SOW”). The Event SOW will detail the tasks anticipated to be required to achieve event goals, phases and timelines, and the estimated budget, to include Consultant’s anticipated labor and management fees, third party vendor fees, and any other costs that may be associated with producing the event. Event budgets will be calculated according to the rates listed in Exhibit B (Fee Schedule).
- 1.3.** If CMO elects, in its sole discretion to proceed with an Event SOW, CMO will give final authorization, in writing, to proceed with an Event SOW prior to Consultant providing any services related to the event.
- 1.4.** The project approval process is a collaborative process between City and Consultant. Regular meetings, emails, and telephone calls will all be accepted forms of communication throughout the process. Authorization to prepare an Event SOW and final approval of the Event SOW must be documented in writing (email acceptable).

2. GENERAL ADMINISTRATIVE REQUIREMENTS

Consultant will provide administrative and project management oversight for each event. Key responsibilities include, but are not limited to:

- 2.1. Collaboration:** Attendance at regular meetings with City staff and partners to ensure alignment across teams on event plans and goals.
- 2.2. Approvals:** Ensure explicit prior approval by the City is received before moving forward with any irrevocable plans or purchases.
- 2.3. Budget Development and Management.** Create detailed cost estimates and recommend cost-savings strategies.
- 2.4. Project Tracking:** Maintain a centralized project timeline, deliverables tracker, and budget tracker at all times.
- 2.5. Evaluation.** Deliver a post-event evaluation report within 30 days of each event to analyze outcomes and recommend future improvements.

3. EVENT STRATEGY & DESIGN

In coordination with the City, Consultant is responsible for leading the conceptualization, artistic curation and blueprint development for each event. Key responsibilities include, but are not limited to:

3.1. Creative Concepting: Collaborate with City staff to develop creative themes, formats, and desired outcomes.

3.2. Venue Management: Identify suitable City-owned or non-City-owned venues and coordinate all scheduling, permitting and logistics directly with the venue.

3.3. Technical Design: Create blueprint designs of the entire event grounds and present production elements through CAD-Specific drawings for City review.

4. LOGISTICS, TALENT, AND VENDOR MANAGEMENT

Consultant is responsible for the comprehensive planning, execution and oversight of all operational elements of each event. Key responsibilities include, but are not limited to:

4.1. Operational Planning & Logistics

4.1.1. Work Plans: Create a detailed work plan for each event to include the following elements, at a minimum:

- Production Plans
- Timelines
- Equipment Lists
- Staffing and Volunteer Plans
- Event Day Operations Plan
- Contingency Plans/Escalation Trees
- Emergency Action Plans

4.1.2. Permitting: Secure all required permits and ensure all vendors and contracted talent comply with City permit requirements and ordinances.

4.1.3. Production Elements. Source and manage all required equipment and supplies such as audio/visual lighting, furniture, perimeter fencing, portable toilets, tents, and any other equipment and supplies identified as being required.

4.1.4. Event Set-Up. Manage the entire load-in and load-out process and oversee all coordination with the venue.

4.1.5. Ancillary Services. Oversee ticketing procedures, signage design/placement, and concessions/hospitality for patrons and staff.

4.2. Talent and Vendor Oversight

4.2.1. Talent Acquisition. Identify, book, and contract performers (for example musicians, artists, DJs, cultural partners) following City approval of the performer, performer's rates, contractual terms, and rider provisions, at a minimum.

4.2.2. Talent Contract Management. Fulfill all talent rider provisions.

4.2.3. Vendor Management. Identify, vet and contract with all third-party vendors required for each event (catering, security, décor, etc.) Consultant will serve as the single point-of-contact for all external partners and will manage their schedules and deliverables. The City reserves the right to reject any of Consultant's selected vendors at their sole discretion.

5. RISK AND SAFETY MANAGEMENT

Consultant is responsible for identifying risks associated with the event and ensuring a secure environment. Key responsibilities include, but are not limited to:

- 5.1.** Identify potential logistical, financial, reputational, and safety-related risks and develop risk mitigation strategies and contingency plans.
- 5.2.** Comply with direction from City departments (Police, Fire, Public Works, Risk Management) and stakeholders to establish necessary security measures and staffing.
- 5.3.** Ensure compliance with safety protocols and Emergency Action Plans.
- 5.4.** Ensure external partners such as third-party vendors and booked talent indemnify the City using the City's standard indemnity language, a copy of which is attached as Exhibit A-1, maintain insurance coverages and levels as required by the City, including at a minimum that policies identify the City as a third-party beneficiary and additional insured. Additionally, Consultant will collect evidence of insurance coverage by all external partners and show proof of coverage upon the request of the City.

6. EVENT DAY STAFFING AND OPERATIONS

Consultant is responsible for overseeing all elements of event day activities in coordination with the City. Key responsibilities include, but are not limited to:

- 6.1.** Provide real-time, onsite oversight and general management of the entire event and ensure all issues are addressed immediately and according to established plans.
- 6.2.** Ensure adequate supervision of all vendors, staffing and volunteers at all times.

7. DELIVERABLES

The specific deliverables Consultant may be requested to provide for any event may include but is not limited to, the following:

- 7.1.** Event permit packets (applications and approvals for City sign-off)
- 7.2.** Staffing & Volunteer plan, utilizing the City's Volunteer Program
- 7.3.** Day-of event operations plan and escalation tree
- 7.4.** Emergency Action Plans (EAPs)
- 7.5.** Documentation of vendor compliance (licenses, insurance, permits)
- 7.6.** Talent contracts & promotional review signoffs
- 7.7.** Detailed budgets with monthly updates
- 7.8.** Production schedules, run-of-shows, and site maps
- 7.9.** Post-event evaluation reports (within 30 days of each event).

**EXHIBIT A-1
STANDARD INDEMNIFICATION**

- A. To the extent permitted by law, Consultant agrees to protect, defend, hold harmless and indemnify (collectively "Indemnify") City, its City Council, commissions, officers, employees, volunteers and agents (collectively "Indemnitees") 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 (collectively "Losses"), and whether sounding in law, contract, tort, or equity, arising out of the performance of the Services, that are caused or claimed to be caused by the acts, errors and/or omissions of Consultant, its employees, its subconsultants, or anyone for whose acts any of them may be liable (collectively "Responsible Parties"). Consultant's responsibilities under this Section (HOLD HARMLESS/INDEMNIFICATION) include liability arising from, connective with, caused by, or claimed to be caused by the active or passive negligent acts or omissions of City, which may be in combination with the acts or omissions of any Responsible Party, provided that Consultant's duty to Indemnify will not include any Losses arising from the sole negligence or willful misconduct of Indemnitees. Notwithstanding, Consultant's duty to defend is not so limited.
- B. Consultant's obligation to Indemnify, will specifically extend to any and all employment-related claims of any type brought by employees, 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.
- D. The Parties expressly agree that this Section (HOLD HARMLESS/INDEMNIFICATION) will survive the expiration or early termination of the Agreement.

EXHIBIT B SCHEDULE OF FEES

1. EVENT BUDGETS

- 1.1.** For each Event SOW, Consultant will submit a proposed budget calculated based on 1) Consultant's estimated on-site staffing fees, and 2) the estimated third-party production expenses. Third party production expenses will be based on actual vendor quotes and/or labor models tied to the Event SOW. All budgets must include category contingencies sized to risk and shown explicitly.
- 1.2.** Event Budgets may be modified throughout the event planning and production process, upon written approval by the CMO. City will not pay or be liable for any Event Budget increases that result in the maximum compensation of this Agreement being exceeded without first entering into a formal written amendment to this Agreement, which may be approved or denied in the City's sole discretion and is subject to City Council authorization.

2. FEE SCHEDULE

2.1. PRODUCTION FEES. Consultant will be compensated for event production services at a fixed percentage rate of between 10% and 15% of the final event budget as outlined in the Event SOW, or modified as authorized in Section 1.2. The percentage rate will be determined per event based on the scale, complexity, duration, and deliverable requirements of each specific event. The percentage rate agreed upon for each event will be established between City and Consultant and approved in writing by the City. In no event will the City be responsible for payments that result in the maximum compensation of this Agreement being exceeded, without first entering into a formal written amendment to this Agreement, which may be approved or denied in the City's sole discretion and is subject to City Council authorization. The specific services included in Production Fees are as follows:

2.1.1. Administrative & Executive Management

This category includes all executive oversight, financial and contract administration, insurance compliance, municipal reporting, permitting support, budget management, accounting services, risk mitigation planning, and overall project leadership.

2.1.2. Pre-Production Staffing Allocation Fees

This category includes all pre-production staffing needs, including project management, production planning, logistics coordination, vendor and talent contracting, timeline development, permitting documentation, CAD design, community outreach coordination, production meetings, and administrative support.

2.2. ON-SITE STAFFING HOURLY RATES

Consultant will be compensated for staff time spent on location during event load-in, event execution, and load-out phases. Consultant will bill the City only for actual hours worked by staff to support the event, according to the hourly rates listed below. Exact

hourly rates within these ranges will be provided in the event budget at the time of approval and will be based on role requirements and duration/scope of the event.

Role Type	Hourly Rate Range
Production Leads	\$55 to \$75
Stage Managers	\$50 to \$65
Site Operations & Logistics Staff	\$45 to \$55
Vendor & Talent Coordinators	\$45 to \$55
Entry-Level Support/Event Crew	\$30 to \$45
Volunteer Coordination Staff	\$40 to \$50

3. THIRD PARTY FEES

3.1. Consultant will pay for all third-party production costs after pre-approval by the City. The City will reimburse Consultant for approved third-party production expenses at actual cost. Expenses are reimbursable only if they are not already included in hourly rates, were approved in advance by the City, and are supported by itemized receipts.

4. TRAVEL COSTS

4.1. Travel will be reimbursed as listed below.

- Airfare/Rental Car – At economy rates
- Lodging - According to the rates outlined by the United States General Services Administration (GSA) <https://www.gsa.gov/travel-resources>.

4.2. If third-party vendors require travel, Consultant will pay for all third-party travel costs and request reimbursement from the City during the invoice process. Consultant will make every effort to minimize travel costs by using local labor/vendors whenever possible.

4.3. All travel must receive prior authorization by the city.

4. REMITTANCE OF REVENUE TO THE CITY

4.1. In the event Consultant collects revenue on behalf of the City, (for example through collection of retailer application fees, concessions fees, or other fees where Consultant facilitates payment collection for City revenue), in which all or a portion of those fees belong to the City, Consultant will remit the fees to the City within thirty days of the completion of the event. Alternatively, Consultant may subtract the revenue collected on behalf of the City from the total budget for the event. City and Consultant’s portion of any revenue generated and the method for remitting payment to the City will be established during the Event SOW approval process.

4.2. In the event of a dispute regarding payments due to the City, Consultant will, within five (5) business days of a written request, provide the City or its authorized representative with full access to all books, invoices, receipts, and financial records related to the Event.

5. INVOICE AND PAYMENT

- 5.1.** Consultant will bill the City on a monthly basis for the Services actually provided or expenses actually incurred during the preceding month, on an invoice and in a format approved by the City and subject to verification and approval by the City. As an alternative to monthly invoices, Consultant may invoice the City according to the deliverable of key payment milestones, if established in the Event SOW.
- 5.2.** The City will not pay any advance deposits or pre-payments. Invoices will only be issued after services or deliverables are provided.
- 5.3.** A full reconciliation with invoices and variance analysis must be delivered within thirty days of event completion.

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 shall 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 shall be primary insurance as to the City of Santa Clara so that any other coverage held by the City shall 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 shall 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 shall be left to the discretion of Consultant; 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 Consultant 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 (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 shall 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 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. PROFESSIONAL LIABILITY

Professional Liability or Errors and Omissions Insurance as appropriate shall 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 shall 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 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 Consultant's insurance.
3. 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.
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 subcontractors, 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 with, and insurance compliance documents provided by, such subcontractors 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 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 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 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. Consultant shall file with the City all certificates and endorsements for the

