

**AGREEMENT FOR SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
OVG GLOBAL PARTNERSHIPS, LLC**

PREAMBLE

This Agreement is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and OVG Global Partnerships, LLC, a Delaware limited liability company (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. Parties intend to set forth the rights, duties and responsibilities of the Parties in connection with venue naming rights, marketing and sponsorship sales related to the Santa Clara Convention Center (“SCCC”);
- B. City desires to secure the services more fully described in this Agreement, at Exhibit A, entitled “Scope of Services”;
- C. 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,
- D. 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 and Documents:

Exhibit A – Scope of Services

Exhibit B – Schedule of Fees

Exhibit C – Insurance Requirements

The documents listed below, which Contractor acknowledges having submitted to City and which are on file with the City Clerk, are incorporated by reference:

OVG Global Partnerships, LLC Best and Final Offer, submitted to City April 24, 2024

OVG Global Partnerships, LLC Proposal, dated April 8, 2024

This Agreement, including the Exhibits and other documents 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 July 22, 2024, and terminate on July 21, 2027.
- B. Option Terms. Upon expiration of the Initial Term, City has the option and sole discretion to extend this Agreement for up to two additional one-year terms by serving notice to Contractor prior to the end of the existing term, with the final term ending on July 21, 2029 assuming all options are exercised. The Initial Term plus any such renewal terms is sometimes referred to herein as the "Term".

Initial Term
July 22, 2024 – July 21, 2025
July 22, 2025 – July 21, 2026
July 22, 2026 – July 21, 2027
Option Term One Renewal
July 22, 2027 – July 21, 2028
Option Term Two Renewal
July 22, 2028 – July 21, 2029

- C. No Automatic Renewals. There shall be no automatic renewal of this Agreement upon the expiration of the Initial Term or either Option Terms.

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. Contractor expressly disclaims all other warranties in connection with the Services, including, without limitation, any warranties that Contractor will be successful in obtaining any sponsorships or achieving any level of sponsorship revenues.

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 industry standards for public assembly venue sales services in the State of California.

6. COMPENSATION AND PAYMENT

- A. Fixed Compensation. 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."
- B. Total fixed maximum compensation of this Agreement is **Four Hundred Ninety-Six Thousand, Eight Hundred Fifty-Nine Dollars (\$496,859)**, 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 Contractor's expense. Contractor shall not be entitled to any payment above the maximum compensation under any circumstance.
- C. Commissioned Services. As consideration for the performance of the Contractor to network, prospect, and sell venue naming rights and sponsorships, Contractor shall be entitled to receive additional compensation in the form of commissions upon the City's collection of such revenue 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 ninety (90) 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 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 Contractor 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, Contractor 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.

Notwithstanding the foregoing, City acknowledges that the Services and any resulting deliverables may include designs, concepts, techniques, specifications, information, materials, documentation, software programs, products collections, samples, knowledge, research, systems, methods, templates, procedures, processes, prototypes, protocols, pictures and other artistic works, know-how, applications, registrations, inventions (whether or not patentable), works of authorship, or other intellectual property developed, owned and/or used in whole or in part by Contractor pursuant to a valid license, including all worldwide rights in any of the above under patent, copyright, trademark, trade secret or other tangible or intellectual property law, whether prior or subsequent to the date of this Agreement (collectively, "Contractor Intellectual Property"). Contractor Intellectual Property and all rights therein, including any patent, copyright, trademark, trade secret or other intellectual property right associated with Contractor Intellectual Property shall be owned exclusively by Contractor or its licensors, as the case may be. To the extent necessary to use the Services or any resulting deliverables as contemplated by this Agreement, Contractor hereby grants to City a nonexclusive, perpetual, worldwide, royalty-free license to use the Contractor Intellectual Property contained in the Services and any resulting deliverables.

13. 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 relating to this Agreement 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.

14. 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.

15. 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.

16. 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 construed 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: City Manager's Office
1500 Warburton Avenue
Santa Clara, CA 95050
and by e-mail at manager@santaclaraca.gov

And to Contractor addressed as follows:

OVG Global Partnerships, LLC
5050 S. Syracuse St., Suite 800
Greenwood Village, CO 80237
and by e-mail at dgriffis@oakviewgroup.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

Contractor shall comply with all applicable laws and regulations of the federal, state, and local government as it pertains to Contractor's performance of the Services under this Agreement, 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>).

19. 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.

20. 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.

21. 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.

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: _____

GLEN R. GOOGINS
City Attorney

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”

OVG GLOBAL PARTNERSHIPS, LLC
A Delaware limited liability corporation

Dated: _____

By (Signature): _____

Name: _____

Title: _____

Principal Place of Business Address: 2020 Syracuse St.
Denver, CO 80211

Email Address: _____

Telephone: () _____

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. GENERAL INFORMATION

- 1.1. The Santa Clara Convention Center (“SCCC”) is owned by the City of Santa Clara is located directly across from Levi’s® Stadium, home of the San Francisco Forty Niners football team, The Stadium will be the host venue for Super Bowl LX (SBLX) in February 2026 and the FIFA World Cup (FW2026) in June – July 2026. Phases 1 and 2 as described below must be completed prior to December 31, 2025, in preparation for SBLX and FWC26.
- 1.2. Contractor has the right and shall be solely responsible for and may sell SCCC naming rights and sponsorships on such terms, conditions and at such prices as recommended by the Contractor and approved by the City.
- 1.3. Contractor shall be acting as an independent contractor and does not have authority to act for or bind the City. Naming rights and/or sponsorship agreements are subject to City Council and/or City Manager approval. All naming rights and sponsorships agreements shall be between the City and the sponsor.

2. PROJECT WORK PLAN AND DELIVERABLES

2.1. PHASE 1: Asset Inventory and Valuation – To be completed within the first 90 days of contract execution (July 2024 – October 2024):

- 2.1.1. Contractor shall be responsible for identifying new and appraising existing sponsorships and naming rights opportunities.
- 2.1.2. Contractor shall identify assets throughout the Santa Clara Convention Center (“SCCC”) that warrant inclusion in an integrated partnership/sponsorship program.
- 2.1.3. Contractor shall provide an asset inventory and establish marketing sponsorship rate for each SCCC asset.
- 2.1.4. Contractor shall identify other value-add items the SCCC can include in a sponsorship/marketing packet that may appeal to prospective partners.
- 2.1.5. Upon visiting and inspecting sponsorships and/or site plans, Contractor shall develop and provide City with a Sponsorship Strategy and Rate Card including all the methodology to issue a final “opinion of value” for each

asset, including a report outlining comparable naming rights deals in the market, possible sponsorship packages and their associated value, identifying target sponsoring organizations and discussing the overall marketing sales strategy.

2.1.6. Contractor shall develop sales and 360-degree marketing strategies including types of sales and marketing collateral that will be developed to market the SCCC nationally.

2.2. PHASE 2: Sales and Marketing of Naming Rights and Sponsorships – To be completed within 14 months of the completion of Phase 1 (October 2024 – December 2025).

2.2.1. Contractor shall hire a dedicated staff person responsible for generating revenue from local, regional, and national companies through the sale of integrated sponsorships and naming rights partnerships throughout the Santa Clara Convention Center. This position shall serve as the department head for local operations, be responsible for the sales and service for all corporate partnerships and be responsible for achieving measurable financial results.

2.2.2. Contractor shall create a list of target entities for naming rights and sponsorships for City review including deep category analysis and brand alignment. City shall approve prospect list prior to Contractor team engaging in marketplace.

2.2.3. Contractor shall create digital sales and marketing materials to communicate the value of securing naming rights or sponsorships of SCCC assets.

2.2.4. Contractor shall provide monthly reports to keep City team apprised of prospecting status.

2.2.5. Contractor shall lead negotiation with prospective entities to secure naming rights and sponsorships on behalf of the City.

2.2.6. Venue naming rights and/or sponsorship agreements (“Sponsorship Agreements”) are subject to City Council and/or City Manager approval. Once Contractor has secured interest from a prospective and negotiated deliverables and cost of the opportunity, Contractor shall attend City Council and related meetings, as required, to facilitate the approval of naming rights opportunity and associated contracted sponsor (a “Sponsor”).

2.2.7. Once a Sponsorship Agreement is approved by City and executed, during the Term of the Agreement, Contractor shall ensure both the City and corporate sponsor activate and perform all elements of each such

Sponsorship Agreement, provided that such obligations shall be solely to oversee performance of Sponsorship Agreements, and Contractor shall have no liability or responsibility to the extent either City or a Sponsor fail to perform its obligations under a Sponsorship Agreement, and Contractor's obligations hereunder with respect to enforcing Sponsorship Agreements shall be limited to notifying City of a Sponsor's noncompliance, and Contractor shall have no rights or authority to deliver legal notices or exercise any remedies under Sponsorship Agreements. Contractor shall provide contact who will be responsible for coordinating efforts between City and Sponsors to ensure the timely delivery of all contracted Sponsorship Agreement elements.

2.2.8. Contractor shall provide ongoing auditing and reporting of Sponsorship Agreement performance on a monthly basis. Ongoing auditing and reporting will ideally lead to case studies that Contractor can produce to elevate other City naming rights opportunities that remain available.

2.2.9. Contractor shall provide professional office and reporting services.

2.2.10. Contractor shall provide ongoing marketing and sales/support services as required by the City.

**EXHIBIT B
SCHEDULE OF FEES**

Contractor will bill City as stipulated below for Services provided by Contractor in a format approved by City and subject to verification and approval by City. City will pay Contractor within thirty (30) days of City's receipt of an approved invoice.

1. TOTAL FIXED COMPENSATION

1.1. The total fixed maximum compensation of this Agreement is **Four Hundred Ninety-six Thousand, Eight Hundred Fifty-Nine Dollars (\$496,859.00)** during the Initial Term of the Agreement.

1.2. Phase 1: Asset Inventory and Valuation Fee

1.2.1. City shall pay Contractor a not-to-exceed amount of Forty-Six Thousand, Eight-Hundred Fifty-Nine Dollars (\$46,859.00) for work completed in Phase 1.

1.2.2. The hours to complete Phase 1 requirements is estimated below:

Department	Title	Hourly Rate	Est. Hours for Project
Analytics	Coordinator		160
Analytics	Manager		160
Analytics	Senior Director		120
Solutions	Senior Director		16
Solutions	Senior Manager		16
Creative	Directors		8

1.2.3. Contractor shall bill City on a monthly basis for Phase 1 work. The final payment for Phase 1 work shall be paid upon the Contractor's satisfactory submission of agreed upon Phase 1 deliverables to City.

1.3. Phase 2: Sales and Marketing of Naming Rights and Sponsorships.

1.3.1. City shall cover costs (salary, taxes, benefits) associated with Contractor's full-time dedicated salesperson, titled the Director of Partnerships, not to exceed One-Hundred Twenty-Thousand Dollars (\$140,000.00) annually.

1.3.2. City shall reimburse Contractor for travel and entertainment expenses (T&E) not to exceed Ten Thousand Dollars (\$10,000.00) annually. Reasonable fiscal stewardship shall be exercised when using T&E funds. Each invoice submitted is subject to verification and approval by the City and shall include reasonable supporting documentation evidencing that Contractor incurred the invoiced expense. City shall not be responsible for any additional T&E expenses in the event this amount is exceeded.

- 1.3.3. Contractor will bill City on a quarterly basis for Phase 2 work.
- 1.3.4. The total maximum fixed compensation City shall pay Contractor for all fees, costs, and expenses for Phase 2 provided under this Agreement is Four-Hundred Fifty-Thousand Dollars (\$450,000) during the initial three-year term of the Agreement.
- 1.3.5. No additional services shall be performed unless both Parties execute an Amendment outlining the additional services and compensation for such services.

2. COMMISSIONED SERVICES

2.1. Based on collections from sponsors, City agrees to compensate Contractor as follows:

- 2.1.1. Venue Naming Rights: Commission of 13% on income from venue naming rights agreement procured by Contractor for the initial term of the naming rights agreement.
- 2.1.2. Sponsorships: Commission of 18% on income from sponsorship agreements procured by Contractor for the initial term of the sponsorship agreements.

2.2. Upon collection of naming rights/and or sponsorships income received by the City, City shall provide Contractor notice of its net revenue share within ninety (90) days of receipt, accompanied by documentation supporting the City's calculation of Contractor compensation.

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 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 Contractor'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 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 (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 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. 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 Contractor. 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 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. 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

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 mailed to:

EBIX Inc.
City of Santa Clara, City Manager's Office
P.O. Box 100085 – S2 or 1 Ebix Way
Duluth, GA 30096 John's Creek, GA 30097

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

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.