

**AGREEMENT FOR SERVICES
BETWEEN THE
SANTA CLARA STADIUM AUTHORITY
AND
CLIFTONLARSONALLEN LLP (CLA)**

PREAMBLE

This Agreement is entered into between the Santa Clara Stadium Authority, a joint powers agency created pursuant to Section 6532 of the California Government Code (Authority) and CliftonLarsonAllen LLP, a California limited liability partnership (Contractor). Authority and Contractor may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

- A. Authority 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 Authority; 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

Exhibit D – Additional Contract Language

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 on or about January 15, 2026 and terminate on or about December 31, 2028. In addition, there will be two, one-year options to extend the agreement at the sole discretion of the Authority for a total of five years ending 2030.

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 Authority when defects are due to the negligence, errors or omissions of Contractor. If Contractor fails to promptly correct or replace materials or services, Authority may make corrections or replace materials or services and charge Contractor for the cost incurred by Authority.

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 Authority expressly relies upon Contractor's representations regarding its skills and knowledge. Contractor shall perform such Services and duties in conformance to and consistent with applicable professional standards.

6. COMPENSATION AND PAYMENT

In consideration for Contractor's complete performance of Services, Authority shall pay Contractor for all materials provided and Services rendered by Contractor in accordance with Exhibit B, entitled "SCHEDULE OF FEES." The maximum compensation of this Agreement is Three Hundred Seven Thousand Nine Hundred Forty-Four (\$307,944.00), 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.

7. TERMINATION

- A. Termination for Convenience. Authority 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, Authority 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 Authority all Authority information or material that Contractor has in its possession.

8. ASSIGNMENT AND SUBCONTRACTING

Authority 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 Authority. Contractor shall not hire subcontractors without express written permission from Authority.

Contractor shall be as fully responsible to Authority 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 Authority. 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 Authority, 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 (Deliverables) shall be the property of Authority but Contractor may retain and use copies thereof. Authority may use the Deliverables at its discretion pursuant to the provisions outlined in the Statement of Work. 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. For the avoidance of doubt, Deliverables does not include Contractor's workpapers which are proprietary information access is restricted.

13. RIGHT OF CITY TO INSPECT RECORDS OF CONTRACTOR

Authority, 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 Authority. Any expenses not so recorded shall be disallowed by Authority. 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. For the avoidance of doubt, books and records does not include Contractor's workpapers which are proprietary information and access is restricted.

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 Authority, its respective boards, 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 Authority 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 Authority; 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:

Santa Clara Stadium Authority
Attention: Executive Director
1500 Warburton Avenue
Santa Clara, CA 95050
and by e-mail at manager@santaclaraca.gov

And to Contractor addressed as follows:

Brianne Wiese, Principal
CliftonLarsonAllen LLP
301 N. Lake Ave, Suite 900
Pasadena, CA 91101
and by e-mail at Brianne.Wiese@claconnect.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, 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 Authority 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 Authority 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 Authority'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 Authority.

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.

SANTA CLARA STADIUM AUTHORITY
a California joint powers agency

Approved as to Form:

Dated: _____

GLEN R. GOOGINS
City Attorney

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

"CITY"

CLIFTONLARSONALLEN LLP
a California limited liability partnership

Dated: _____

By (Signature): _____

Name: Brianne Wiese

Title: Principal

Principal Place of Business Address: 301 N. Lake Ave. Suite 900, Pasadena, CA 91101

Email Address: Brianne.Wiese@claconnect.com

Telephone: (310) 592-3940

Fax: N/A

"CONTRACTOR"

EXHIBIT A

SCOPE OF SERVICES

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

1. GENERAL

A. DESCRIPTION OF THE SANTA CLARA STADIUM AUTHORITY

- On June 8, 2010, residents of Santa Clara voted to adopt Measure J, the Santa Clara Stadium Taxpayer Protection and Economic Progress Act, resulting in the approval to construct a new 68,500-seat football stadium (the Stadium) to be leased to the San Francisco 49ers (49ers). In addition, Measure J called for the creation of the Authority to develop and operate the Stadium project. The City of Santa Clara (City) and the City of Santa Clara Redevelopment Agency (Agency) entered into a Joint Exercise of Powers Agreement (JPA Agreement) establishing the Authority. The JPA Agreement was later amended to add the Bayshore North Project Enhancement Authority as a member of the Authority. On June 28, 2011, the Governor signed into law Assembly Bill No. X1 26 (ABX1 26), which called for the dissolution of Redevelopment Agencies throughout the State. The California State Supreme Court upheld ABX1 26 and as a result, on February 1, 2012, all California Redevelopment Agencies were dissolved. The Successor Agency of the City of Santa Clara (Successor Agency) then assumed the obligations of the Agency under the JPA Agreement.
- The Authority has no component units. The Mayor and City Council serve as the Board of the Authority. The City Manager serves as the Executive Director. The debt being incurred for the construction of the Stadium is the responsibility of the Authority. The City is not a party to the debt nor has the City guaranteed such debt.

B. FUND STRUCTURE

The Authority has three funds for operating, capital, and debt service purposes.

C. BASIS OF ACCOUNTING

- The Authority reports its activities as a business-type activity. The financial statements include a statements of net position, a statements of revenues, expenses, and changes in net position, and statements of cash flows, and they are accounted for using the “economic resources” measurement focus and the accrual basis of accounting. Accordingly, all assets and liabilities (whether current or noncurrent) are included on the statements of net position. Reported net position is segregated into three categories – net investment in capital assets, restricted and unrestricted. The statements of revenues, expenses, and changes in net position presents increases (revenues) and decreases (expenses) in total net position. Under the accrual basis of accounting, revenues are recognized in the period in which they

are earned while expenses are recognized in the period in which a liability is incurred.

- Operating revenues are those revenues that are generated from the primary operations of the Authority. All other revenues are reported as nonoperating. Operating expenses are those expenses that are essential to the primary operations of the fund. All other expenses are reported as nonoperating expenses.

2. YEAR-END

An amendment was made to the JPA Agreement on November 13, 2012 in part to change the fiscal year of the Authority from July 1 through June 30 fiscal year to April 1 through March 31 fiscal year to conform with the fiscal year of the Stadium Funding Trust.

3. REPORTS TO BE ISSUED

A. Consultant shall issue the following reports:

- Independent Auditors' Report to express an opinion on the fair presentation of the financial statements in conformity with generally accepted accounting principles
- Report on internal control over financial reporting and other matters based on the audit
- Independent Auditors' Report related to certain provisions associated with a Credit Agreement by and among the Authority, Stadium Funding Trust, and Goldman Sachs Bank
- Agreed Upon Procedures on the Shared Stadium Expenses noted in the Statement of Operations of the Lease Agreement

B. REPORTABLE AND NON-REPORTABLE CONDITIONS

In the required report(s) on compliance and internal controls, consultant shall communicate any reportable conditions found during the audit. A reportable condition shall be defined as a significant deficiency in the design or operation of the internal control structure, which could adversely affect the organization's ability to record, process, summarize and report financial data consistent with the assertions of management in the financial statements.

- Reportable conditions that are also material weaknesses shall be identified as such in the report
- Non-reportable conditions discovered by the firm shall be reported in a separate letter to management, which shall be referred to in the reports on internal controls
- The reports on compliance shall include all instances of noncompliance

C. IRREGULARITIES AND ILLEGAL ACTS

Consultant shall be required to make an immediate written report of all irregularities and illegal acts or indications of illegal acts of which they become aware to the following parties:

- Kenn Lee, Treasurer
- Linh Lam, Assistant Director of Finance
- Tyler Cook, Principal Financial Analyst

D. REPORTING TO THE AUDIT COMMITTEE

The Authority's Audit Committee consists of three Board members who meet annually. Consultant shall ensure that the Authority's Audit Committee is informed of each of the following:

- Auditor's responsibility under generally accepted auditing standards
- Significant accounting policies
- Management judgments and accounting estimates
- Significant audit adjustments
- Other information in documents containing audited financial statements
- Disagreements with management
- Management consultation with other accountants
- Major issues discussed with management prior to retention
- Difficulties encountered in performing the audit

4. AUDITING STANDARDS TO BE FOLLOWED

Audits shall be performed in accordance with generally accepted auditing standards as set forth by the American Institute of Certified Public Accountants, and the standards for financial audits set forth in the Government Auditing Standards, issued by the Comptroller General of the United States.

5. WORKING PAPER RETENTION AND ACCESS TO WORKING PAPERS

- All working papers and reports must be retained, at the consultant's expense, for a minimum of seven (7) years, unless the firm is notified in writing by the AUTHORITY of the need to extend the retention period. The firm will be required to make working papers available, upon request, to the following parties or their designees:
- Authority
- Oversight or cognizant agencies
- Parties designated by the federal or state governments or by the Authority as part of an audit quality review process
- Audit firms of entities of which the Authority is a component unit or otherwise related entities

- In addition, consultant shall respond to the reasonable inquiries of successor audit firm and allow successor audit firm to review working papers relating to matters of continuing accounting significance.

6. VERIFYING SOURCE DOCUMENTS

Consultant is expected to verify the transaction balances against the supporting source documents for all items selected for testing in the Audit Procedure. The Authority wants to ensure that all the recorded transactions have proper source documentation and are fully supported.

7. AUDIT CONTACT

- The firm's principal contact with the Authority will be Tyler Cook, Principal Financial Analyst, who will coordinate the assistance to be provided by the Authority to the firm.
- City staff will generally be available to provide customary information, explanation or other assistance.

8. SCHEDULE FOR THE MARCH 31, 2026 FISCAL YEAR AUDIT

- Entrance Conference – January 2026

The purpose of this meeting will be to discuss any prior audit problems and the interim work to be performed. This meeting will also be used to establish overall liaison for the audit and to plan for workspace and other needs of the audit firm.

- Audit Plan – January 2026

Consultant shall provide both an audit plan and a list of all schedules to be prepared by the Authority for the interim audit fieldwork.

- Interim Work- April 2026

- Progress Conference / Detailed Audit Plan - Shortly after end of interim fieldwork

The purpose of this meeting will be to summarize the results of the preliminary tests of the key internal controls and to discuss other areas that may require testing. Consultant shall also provide both a detailed audit plan and a list of all schedules to be prepared by the Authority for the final audit.

- Fieldwork – July 2026

Authority staff shall have the Trial Balance, balance sheet reconciliations and draft financial statements ready for the audit firm's fieldwork by July 15, 2026.

- Exit Conference – End of fieldwork

Upon completion of the audit examination and prior to issuing any audit reports or the management letter, consultant will participate in an exit conference with the Authority Executive Director (or designee), Treasurer, Assistant Director of Finance, and the Accounting Manager to discuss observations and findings.

- Final Report Comments Due to Authority Staff No Later Than – August 15, 2026

- Final Reports

Opinion to be included in reports no later than September 15, 2026.

- Audit Committee Meeting - Late August 2026

After the exit conference meeting and Final Report issuance, consultant will participate in an Audit Committee meeting with the three Audit Committee Board Members, the Authority Executive Director, Treasurer, City Auditor, and the Accounting Manager to discuss observations and findings.

- Audit Report Presentation to Board

Authority Staff and the audit firm will submit the financial statements to the Board in an open meeting prior to September 30, 2026.

Note: Consultant is encouraged to accelerate the above schedule where possible.

EXHIBIT B
SCHEDULE OF FEES

Contractor will bill Authority on a monthly basis for Services provided by Contractor during the preceding month on an invoice and in a format approved by Authority and subject to verification and approval by Authority. Authority will pay Contractor within thirty (30) days of Authority's receipt of an approved invoice.

Professional Services	March 31, 2026	March 31, 2027	March 31, 2028
Audit of Financial Statements	\$72,500	\$76,100	\$79,900
Audit report of the credit agreement by AUTHORITY, Stadium Funding Trust, and Goldman Sachs Bank	Included	Included	Included
Agreed Upon Procedures on the Shared Stadium Expenses	\$5,000	\$5,300	\$5,600
Technology and client support fee (5%)	\$3,875	\$4,070	\$4,275
SUBTOTAL: Fixed price amount for audit services in Exhibit A	\$81,375	\$85,470	\$89,775
Contingency for ad hoc projects (if necessary)	\$16,275	\$17,094	\$17,955
TOTAL	\$97,650	\$102,564	\$107,730

Authority may extend the agreement for two additional one-year terms at the sole discretion of the Authority. If such extension is requested by Authority, Contractor may request a price increase at such time subject to justification by Contractor and approval by Authority.

Payment Schedule

Authority will pay Consultant after the successful completion of the following phases for each audit year (including extension years, if applicable) per the above work plan and submission of a properly completed invoice:

	% of Total	FY 26	FY 27	FY 28
Completion of Interim Work	20%	\$16,275	\$17,095	\$17,955
Completion of Fieldwork	30%	\$24,410	\$25,640	\$26,930
Issuance of Signed Reports and Financial Statements	30%	\$24,410	\$25,640	\$26,930
Completion of Audit Report Presentation to the Board	20%	\$16,280	\$17,095	\$17,960

If additional ad hoc services are required, the parties shall mutually determine the scope of such services, along with the corresponding fees and payment terms, prior to the commencement of the work.

EXHIBIT C

INSURANCE REQUIREMENTS

Without limiting the Contractor's indemnification of the Authority, 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:

\$1,000,000 each occurrence
\$1,000,000 general aggregate
\$1,000,000 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 minimum policy limits 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.

C. WORKERS' COMPENSATION

1. Workers' Compensation Insurance Policy as required by statute and employer's liability with the following limits: at least one million dollars (\$1,000,000) policy limit Illness/Injury by disease, and one million dollars (\$1,000,000) for each Accident/Bodily Injury.
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 Santa Clara Stadium Authority, its governing board, subordinate boards, commissions, officers, employees, volunteers and agents.

D. 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. The Santa Clara Stadium Authority, its governing board, subordinate board, commissions, officers, employees, volunteers and agents (the "Indemnified Parties") are hereby added as additional insureds in respect to liability arising out of Contractor's work for Authority, 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 Indemnified Parties may possess, including any self-insurance or self-insured retention they may have. Any other insurance that the Indemnified Parties 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 Authority 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 Authority 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 D of this Exhibit C, above.

5. ADDITIONAL INSURANCE RELATED PROVISIONS

Contractor and Authority agree as follows:

6. 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 Authority, all agreements with, and insurance compliance documents provided by, such subcontractors and others engaged in the project will be submitted to Authority for review.
7. 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 Authority or Contractor for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to Authority. It is not the intent of Authority to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against Authority for payment of premiums or other amounts with respect thereto.
8. The Authority reserves the right to withhold payments from the Contractor in the event of material noncompliance with the insurance requirements set forth in this Agreement.

E. 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 Authority and as described in this Agreement. Contractor shall file with the Authority all certificates and endorsements for the required insurance policies for Authority's approval as to adequacy of the insurance protection.

F. 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 Authority, or its representative as set forth below, at or prior to execution of this Agreement. Unless otherwise required by the terms of this Agreement, all certificates, endorsements, coverage verifications and other items required to be delivered to Authority pursuant to this Agreement shall be mailed to:

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

G. 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 Authority or its insurance compliance representatives.

EXHIBIT D **ADDITIONAL CONTRACT LANGUAGE**

Contractor's services cannot be relied upon to disclose all errors, fraud, or noncompliance with laws and regulations. Except as described in this Agreement or any applicable Statement of Work (SOW), Contractor has no responsibility to identify and communicate deficiencies in Authority's internal controls as part of any services.

Contractor will not disclose any of Authority's confidential, proprietary, or privileged information to any person or party, unless Authority authorizes Contractor to do so, it is published or released by Authority, it becomes publicly known or available other than through disclosure by Contractor, or disclosure is required by law, regulation or professional standard. This confidentiality provision does not prohibit Contractor from disclosing Authority's information to one or more of Contractor's affiliated companies in order to provide services that Authority has requested from Contractor or from any such affiliated Authority. Any such affiliated company shall be subject to the same restrictions on the use and disclosure of Authority's information as apply to Contractor. Authority also consents to Contractor's disclosure of information regarding the nature of services Contractor provide to Authority to another independent network member of CLA Global, for the limited purpose of complying with professional obligations regarding independence and conflicts of interest.

The workpapers and files supporting the services Contractor performs are the sole and exclusive property of Contractor and constitute confidential and proprietary information. Contractor does not provide access to its workpapers and files to Authority or anyone else in the normal course of Contractor. Unless required by law or regulation to the contrary, Contractor retain its workpapers and files in accordance with its record retention policy that typically provides for a retention period of seven years. After this period expires, Contractor's workpapers and files will be destroyed. Furthermore, physical deterioration or catastrophic events may shorten the time Contractor's records are available. The workpapers and files of Contractor are not a substitute for Authority's records.

Pursuant to Authority given by law, regulation or professional standards Contractor may be requested to make certain workpapers and files available to a regulator for its regulatory oversight purposes. Contractor will notify Authority of any such request, if permitted by law. Access to the requested workpapers and files will be provided to the regulator under the supervision of Contractor personnel and at a location designated by Contractor. Furthermore, upon request, Contractor may provide copies of selected workpapers and files to such regulator. The regulator may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

Contractor may, at times, utilize external web applications to receive and process information from its clients; however, any sensitive data, including protected health

information and personally identifiable information, must be redacted by Authority to the maximum extent possible prior to uploading the document or file. In the event that Authority is unable to remove or obscure all sensitive data, please contact Contractor to discuss other potential options for transmitting the document or file.

Contractor and certain owners of Contractor are licensed by the California Board of Accountancy. However, Contractor has owners not licensed by the California Board of Accountancy who may provide services under this Agreement. If Authority has any questions regarding licensure of the personnel performing services under this Agreement, please do not hesitate to contact Contractor.

Contractor regularly aggregates anonymized client data and perform a variety of analyses using that aggregated data. Some of these analyses are published to clients or released publicly. However, Contractor is always careful to preserve the confidentiality of the separate information that Contractor obtains from each client, as required by the American Institute of Certified Public Accountants (AICPA) Code of Professional Conduct and various laws. Authority's acceptance of this Agreement will serve as Authority's consent to Contractor's use of anonymized data in performing and reporting on these cost comparison, performance indicator and/or benchmarking analyses.

Contractor may, at times, use third-party software applications to perform services under this Agreement. Authority acknowledges the software vendor may have access to its data.