

**AGREEMENT FOR SERVICES  
BETWEEN THE  
CITY OF SANTA CLARA, CALIFORNIA,  
AND  
MANAGEMENT PARTNERS, INC.**

**PREAMBLE**

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

**RECITALS**

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

The Parties agree as follows:

**AGREEMENT TERMS AND CONDITIONS**

**1. AGREEMENT DOCUMENTS**

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

Exhibit A – Scope of Services

Exhibit B – Schedule of Fees

Exhibit C – Insurance Requirements

Exhibit D – Labor Compliance Addendum (if applicable)

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 the date of contract execution by all parties and terminate six months later. At the sole discretion of City, the Agreement may be extended for up to an additional six months with no change in rates.

**3. SCOPE OF SERVICES AND PERFORMANCE SCHEDULE**

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

**4. WARRANTY**

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

**5. QUALIFICATIONS OF CONTRACTOR - STANDARD OF CARE**

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

**6. COMPENSATION AND PAYMENT**

This is a fixed price contract, subject to monthly invoicing by the Contractor. 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, "Schedule of Fees." The maximum compensation for this Agreement is Twelve Thousand Nine Hundred Dollars and Zero Cents (\$12,900) which includes all costs and expenses including but not limited to supplies, labor, materials and equipment required to perform the Services. All work performed or materials provided in excess of this maximum compensation

shall be at Contractor's expense. Contractor shall not be entitled to any payment above the maximum compensation under any circumstance.

The fees and payment schedule for furnishing services under this Contract shall be based on the rate schedule which is attached hereto as **Exhibit B** and by this reference incorporated herein. Said fees shall remain in effect for the entire term of the Agreement. Contractor shall provide City with his/her/its/their Federal Tax I.D. number prior to submitting the first invoice. Payment shall be made within 30 days of receipt of invoice.

## **7. TERMINATION**

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

## **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. ASSIGNMENT OF PERSONNEL**

The Contractor shall not substitute any personnel for those specifically named in its proposal unless personnel with substantially equal or better qualifications and experience are provided, acceptable to the City, as is evidenced in writing.

#### **10. 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.

#### **11. 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. Contractor shall be solely responsible to pay all required taxes, including but not limited to, sales, possessory interest, withholding, social security, and workers' compensation.

#### **12. CONFIDENTIALITY OF MATERIAL**

During performance of this Agreement, Contractor may gain access to and use City information including but not limited to inventions machinery, products, prices, apparatus, costs, discounts, future plans business affairs, governmental affairs, processes, trade secrets, technical matters, systems, facilities, customer lists, product design, copyright, data, and other vital information (hereafter collectively referred to as "City Information") that are valuable, special and unique assets of the City. Contractor agrees to protect all City Information and treat it as strictly confidential, and further agrees that Contractor shall not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any City Information to a third party without the prior written consent of City.

In addition, Contractor shall comply with any City policies governing use of City's network and technology systems.

A violation by Contractor of this section shall be a material violation of this agreement and shall justify legal and/or equitable relief.

#### **13. WORK PRODUCT/PRE-EXISTING WORK PRODUCT OF CONTRACTOR**

Any and all work product resulting from this Contract is commissioned by the City of Santa Clara as a work for hire. The City of Santa Clara shall be considered, for all purposes, the author of the work product and shall have all rights of authorship to the work, including, but not limited to, the exclusive right to use, publish, reproduce, copy and make derivative use of, the work product or otherwise grant others limited rights to use the work product.

To the extent Contractor incorporates into the work product any pre-existing work product owned by the Contractor, Contractor hereby acknowledges and agrees

that ownership of such work product shall be transferred to the City of Santa Clara.

Contractor shall fully defend, indemnify and hold harmless City, its officers, agents employees and each and every one of them, from and against any and all claims, actions, lawsuits or other proceedings alleging that all or part of the information prepared, produced, or provided by Contractor pursuant to this Agreement infringes upon any third party's trademark, trade name, copyright, patent or other intellectual property rights. This obligation shall survive any termination of this Agreement.

#### **14. RIGHT OF CITY TO INSPECT RECORDS OF CONTRACTOR**

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

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

#### **15. HOLD HARMLESS/INDEMNIFICATION**

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

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

The existence or acceptance by City of any of the insurance policies or coverages described in this Agreement shall not affect or limit any of City's rights under this section, nor shall the limits of such insurance limit the liability of Consultant hereunder. The provisions of this section shall survive any expiration, assignment or termination of this Agreement.

#### **16. INSURANCE REQUIREMENTS**

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

#### **17. WAIVER**

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

#### **18. NOTICES**

Except as otherwise provided in this Agreement, any notice, submittal or communication required or permitted to be served on a party, shall be in writing and may be served by personal delivery to the person or the office of the person identified below. Service may also be made by mail, by placing first-class postage, and addressed as indicated below, and depositing in the United States mail. Any notice or other communication provided for or required by this Agreement to be in writing shall be deemed received upon the earlier of actual receipt or three business days after proper posting.

City of Santa Clara  
Attention: Mayor Lisa Gillmor  
1500 Warburton Avenue  
Santa Clara, CA 95050  
By e-mail at [LGillmor@SantaClaraCA.gov](mailto:LGillmor@SantaClaraCA.gov)

And to Contractor addressed as follows:

Jerry Newfarmer, President and CEO

1730 Madison Road  
Cincinnati, Ohio 45206  
By phone at (513) 861-5400  
By email at [jnewfarmer@managementpartners.com](mailto:jnewfarmer@managementpartners.com)

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

#### **19. COMPLIANCE WITH LAWS**

Contractor shall comply with all applicable laws and regulations of the federal, state and local government, including but not limited to "The Code of the City of Santa Clara, California" ("SCCC"). In particular, Contractor's attention is called to the regulations regarding Campaign Contributions (SCCC Chapter 2.130), Lobbying (SCCC Chapter 2.155), Minimum Wage (SCCC Chapter 3.20), Business Tax Certificate (SCCC section 3.40.060), and Food and Beverage Service Worker Retention (SCCC Chapter 9.60), as such Chapters or Sections may be amended from time to time or renumbered. Additionally Contractor has read and agrees to comply with City's Ethical Standards (<http://santaclaraca.gov/home/showdocument?id=58299>).

The Contractor shall maintain the appropriate licenses throughout the life of this Contract. Contractor shall also maintain any and all permits which might be required by the work to be performed herein.

In performing services under the Agreement during a declared statewide or local emergency, Contractor shall comply with all recommendations issued by federal, state and/or local health officials to protect the health and safety of Contractor's employees and agents, the City's employees and agents, volunteers and the general public.

In addition, the following NOTICES may apply:

1. Pursuant to California Franchise Tax Board regulations, City will automatically withhold 7% from all payments made to vendors who are non-residents of California.

2. Contractor agrees to meet all applicable program access and physical accessibility requirements under State and Federal laws, as amended from time to time, that may apply to services, programs or activities for the benefit of the public.

## **20. CONFLICTS OF INTEREST**

Contractor certifies that to the best of its knowledge, no City officer, employee or authorized representative has any financial interest in the business of Contractor and that no person associated with Contractor has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement. Contractor is familiar with the provisions of California Government Code section 1090 as well as California Government Code section 87100 and following, and certifies that it does not know of any facts which would violate these code provisions. Contractor will advise City if a conflict arises.

## **21. FAIR EMPLOYMENT**

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

## **22. NO USE OF CITY NAME OR EMBLEM**

Contractor shall not use City's name, insignia, or emblem, or distribute any information related to services under this Agreement in any magazine, trade paper, newspaper or other medium without express written consent of City.

## **23. GOVERNING LAW AND VENUE**

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

## **24. SEVERABILITY CLAUSE**

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

**25. AMENDMENTS**

This Agreement may only be modified by a written amendment duly authorized and executed by the Parties to this Agreement. Requests for enhancements or additional work shall require written modification of the Agreement prior to provision of any additional service.

**26. 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.

**27. RELEASE**

Contractor and its officers, employees and agents hereby waive and release, without limitation, City and its predecessors, successors, subsidiaries, related entities, and current and former officers, directors, trustees, agents, attorneys, employees, volunteers and assigns from any and all liabilities, claims, demands, damages, acts or omissions, obligations and causes of action of every nature, kind and description, in law, equity, or otherwise, arising from or related to any injury or illness sustained due to exposure to COVID-19.

**28. ELECTRONIC TRANSMISSION OF CONTRACT AND SIGNATURE**

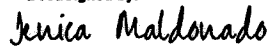
The Parties agree that this Agreement may be transmitted and signed by electronic mail by any of the Parties, and that such signatures shall have the same force and effect as original signatures, in accordance with California Government Code section 16.5 and Civil Code section 1633.7.

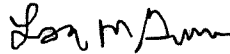
The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA  
a chartered California municipal corporation

Approved as to Form:

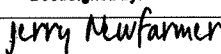
Dated: 5/13/2021

DocuSigned by:  
  
JENICA MALDONADO  
Of Counsel  
Renne Public Law Group

DocuSigned by:  
  
LISA GILLMOR  
Mayor  
1500 Warburton Avenue  
Santa Clara, CA 95050  
Telephone: (408) 615-2210  
Fax: (408) 241-6771

"CITY"

MANAGEMENT PARTNERS, INC.  
A OHIO CORPORATION

Dated: 5/13/2021  
By (Signature):   
Name: Jerry Newfarmer  
Title: President and CEO  
Principal Place of Business Address: 1730 Madison Road  
Cincinnati, OH 45206  
Email Address: jnewfarmer@managementpartners.com  
Telephone: (513) 861-5400  
Fax: (513) 861-3480

"CONTRACTOR"

## Exhibit A – Scope of Services

Contractor shall perform the following services to facilitate a performance evaluation of the Santa Clara City Attorney.

Contractor's services shall be conducted remotely. The Project Manager, Facilitator and City contact for these services shall be Jan Perkins, Vice President. She will be assisted by another Contractor employee as required. References to Contractor employees below ("Contractor" or "Jan"). The City contact shall be the Mayor. References to outside legal counsel refer to Jenica Maldonado of the Renne Public Law Group ("Outside Counsel").

The following describes the plan of work anticipated for this engagement.

### Activity 1 – Gather Information and Provide Report

All Activity 1 Deliverables shall be completed no later than three (3) days prior to the date set for closed session on the subject matter of this Agreement, which shall be noticed for no later than July 18, 2021. Date of closed session is subject to change. Contractor shall be provided notice of change in closed session date if applicable. Extension of time for completion of deliverables may be adjusted by agreement between the Mayor and Contractor for a period not to exceed one month to accommodate Council schedule and delays outside the control of Contractor. Any additional extensions shall require an amendment to this Agreement.

To begin the project, Jan will first talk with the Mayor and Outside Counsel to review the steps and schedule.

- **Council Interviews.** Jan will provide draft interview questions to the Mayor and Outside Counsel for review. These questions are intended to elicit feedback about the City Attorney's performance from Council members. Jan will conduct confidential individual interviews with each member of the City Council.
- **City Attorney's Self-Assessment.** The City Attorney will be responsible for preparing a self-assessment. If requested, by the City Attorney, Jan will provide examples of forms and standard information to the City Attorney about preparing a self-assessment. Contractor shall not review, revise, or advise the City Attorney regarding the specifics of the self-assessment. The City Attorney will be directed to provide the completed self-assessment to the Mayor and the Council.
- **360°Feedback.** Contractor will design and administer a confidential questionnaire to the City Attorney's direct reports and to members of the City's executive team to obtain feedback on the City Attorney's performance. Contractor will prepare a draft of the survey questions and provide them to the Mayor prior to finalizing and administering the questionnaire. Based on the Mayor's input, Contractor will finalize the questions and then place them into Survey Monkey for distribution to staff who will be invited to

participate. Responses will be returned to Management Partners and will be anonymous and confidential. Once the survey closes, Contractor will summarize the results.

- **Confidential Report.** After Jan has interviewed each member of Council and gathered the feedback from the questionnaires, she will summarize the results in a written confidential report. She will review the consolidated confidential report with the Mayor, Outside Counsel and City Attorney.

### **Activity 2 – Facilitate Closed Session**

Jan will meet with the Mayor and Outside Counsel in advance of the closed session to discuss the process for the meeting. The Closed Session shall occur no later than July 18, 2021 and, if later, subject to the requirements regarding extension, as addressed under the heading regarding Activity 1. Jan will then facilitate all or part of the closed session with the Council, in Council's discretion. Outside Counsel will attend the closed session as well. The City Attorney will be present for a portion of the session, in Council's discretion.

During the closed session, Jan will provide an overview of the process to date, present the confidential report and highlight key issues for discussion. Jan will facilitate a discussion about expectations and goals for the City Attorney, with the outcome being consensus by the Council.

The closed session will be facilitated in such a way that there is an open and productive discussion by all Council members.

**Exhibit B – Schedule of Fees**

Contractor will complete the plan of work described above for a total fixed fee of \$12,900 which includes all costs and expenses. Payment shall be made as set forth in Section 6 of the Agreement. If more than one closed session is needed, Contractor will charge \$1,000 for each additional session. Any additional services or charges in excess of \$12,900 must be approved in advance by amendment to this Agreement. Contractor shall invoice City upon successful completion of each milestone as follows:

Milestone 1	Conduct interviews and 360° feedback.	\$7,000
Milestone 2	Prepare report.	\$5,900
	TOTAL	\$12,900

## EXHIBIT C

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. 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.

C. 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 or outside counsel.

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. 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.

E. 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.

F. 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.

G. 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, Office of the Mayor	
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

H. 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.