

**AGREEMENT FOR SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
IMPERIAL PARKING (US), LLC DBA IMPARK**

PREAMBLE

This Agreement is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Imperial Parking (US), LLC dba Impark, 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. City desires to secure the services more fully described in this Agreement, at Exhibit A1, 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 will consist of these Terms and Conditions and the following Exhibits, which are hereby incorporated into this Agreement by this reference:

Exhibit A1 – Scope of Services

Exhibit A2 – Site Map

Exhibit B – Schedule of Fees

Exhibit C – Insurance Requirements

Exhibit D – Notice of Exercise of Option to Extend Agreement

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 will govern and control.

2. TERM OF AGREEMENT

- A. 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 will begin on October 19, 2021 and terminate on October 30, 2024.
- B. After the Initial Term, the City reserves the right, at its sole discretion, to extend the term of this Agreement for up to two (2) additional one-year terms through October 30, 2026 (“Option Periods”), subject to the appropriation of funds. See Exhibit E for Notice of Exercise to Option to Extend Agreement Form.

3. SCOPE OF SERVICES & PERFORMANCE SCHEDULE

Contractor will perform those Services specified in Exhibit A1 within the time stated in Exhibit A1. Time is of the essence.

4. WARRANTY

Contractor expressly warrants that all materials and services covered by this Agreement will be fit for the purpose intended, will be free from defect and will 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 will perform such Services and duties in conformance to and consistent with the professional standards of a specialist in the same discipline in the State of California.

6. COMPENSATION AND PAYMENT

In consideration for Contractor's complete performance of Services, City will 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 **One Million Sixty-Four Thousand Seven-Hundred Dollars (\$1,064,700)**, 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 will be at Contractor's expense. Contractor will not be entitled to any payment above the maximum compensation under any circumstance.

7. TERMINATION

- A. Termination for Convenience. City will 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 either Party fails to perform any of its material obligations under this Agreement, in addition to all other remedies provided by law, either Party may terminate this Agreement immediately upon written notice to Defaulting Party.
- C. Upon termination, each Party will 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 will not be assigned or transferred without the prior written approval of City. Notwithstanding the foregoing, Contractor shall not be required to seek consent where Contractor's parent entity owns (directly or indirectly) at least a 50 % interest in the assignee, provided such assignee agrees to assume all duties and obligations set forth in this Agreement.

Contractor will not hire subcontractors without express written permission from City.

Contractor will 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 will not be construed to be an agreement for the benefit of any third party or parties and no third party or parties will 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 will be held confidential by Contractor and will 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 will be deemed confidential.

12. OWNERSHIP OF MATERIAL

All material, which will 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 will be the property of City but Contractor may retain and use copies thereof. City will not be limited in any way or at any time in its use of said material. However, Contractor will not be responsible for damages resulting from the use of said material for work other than Project, including, but not limited to, the release of this material to third parties.

13. RIGHT OF CITY TO INSPECT RECORDS OF CONTRACTOR

City, through its authorized employees, representatives or agents will 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 will be disallowed by City. Contractor will 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 will 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 third-party claim, injury, liability, loss, cost, and/or expense or damage, including all costs and attorney's fees (individually and collectively, "Claims") in providing a defense to any such claim or other action, and whether sounding in law, contract, tort, or equity, in any manner for personal property damage, bodily injury or death 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 -- if such Claim is attributable to the negligence or willful misconduct of Contractor, its employees or agents . However, the obligation to indemnify will not apply to the extent such liability is ultimately adjudicated to have arisen through the negligence or 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, will 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.
- D. Each party's total liability arising under or in connection with this Agreement including for any claims, is hereby limited to the aggregate fees paid hereunder for the twelve (12) month period preceding the date on which the claims arose, provided that this limitation on liability shall not limit (i) any claims for tangible personal property damage, bodily injury, or death to the extent such property damage, injury or death is attributable to

the negligence or willful misconduct of Contractor, City or their respective employees or agents and (ii) claims which may not be limited in accordance with applicable law. Notwithstanding anything to the contrary in this Agreement, in no event will either party or any of its shareholders, members, officers, directors, employees or personnel be liable for any liability or claim for punitive, indirect, or consequential damages or for loss of profits or business.

15. INSURANCE REQUIREMENTS

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

16. WAIVER

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

17. NOTICES

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

City of Santa Clara Department of Public Works
Attention: Ken Winland
1500 Warburton Avenue
Santa Clara, CA 95050
and by e-mail at kwinland@santaclaraca.gov

And to Contractor addressed as follows:

Imperial Parking (U.S.), LLC
Attention: Legal Department
78 SW 7th Street, 5th Floor
Miami, FL 33130
and by e-mail at legalnotices@reeftechnology.com
realestate.notices@reeftechnology.com

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

18. COMPLIANCE WITH LAWS

Contractor will 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 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 will 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 will 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 will 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 will 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 will, for any reason, be held invalid, illegal or unenforceable in any respect, it will not affect the validity of the other provisions, which will 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 will be deemed to be an original, but both of which will constitute one and the same instrument.

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

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form: _____

Dated: _____

Office of the City Attorney
City of Santa Clara

DEANNA J. SANTANA
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

“CITY”

IMPERIAL PARKING (US), LLC DBA IMPARK
a Delaware limited liability company

Dated: _____

By (Signature): _____

Name: Leonard Carder

Title: President Real Estate

Principal Place of Business Address: 78 SW 7th Street, 5th Floor

Miami, FL 33130

Email Address: leonard.carder@reefparking.com

Telephone: N/A

Fax: N/A

“CONTRACTOR”

EXHIBIT A1 SCOPE OF SERVICES

The following Scope of Services defines the services and responsibilities of Contractor and City to provide as-needed parking control services for the Santa Clara Convention Center.

The Scope of Services, including Exhibit A1, Exhibit A2, and Contractor's proposal response dated June 17, 2021 provide context, supplemental information, and are incorporated by reference to the extent not inconsistent with the Agreement.

1. General Information

1.1. The Convention Center consists of the Santa Clara Convention Center, Hyatt Hotel, and TechMart Office Building is located on Great America Parkway in Santa Clara. Note the addresses for each below:

1.1.1. Santa Clara Convention Center: 5001 Great America Parkway

1.1.2. Hyatt Hotel: 5201 Great America Parkway

1.1.3. TechMart Office Building: 5101 Great America Parkway

1.2. Parking consists of adjacent surface lots in front of the Convention Center, Hyatt Hotel and TechMart in addition to a 3 story garage for a total parking capacity of approximately 2000 spaces with an additional 1800 spaces available at the Tasman Parking Garage. Refer to Exhibit A2 (Site Map).

1.3. Events are tentatively scheduled to begin October 2021 but is subject to change.

1.4. In 2019, the Convention Center there were a total of 350 events with a yearly attendance of 350,000.

2. General Service Requirements

2.1. Contractor will provide parking control services for events at the Convention Center including all personnel, labor, equipment, materials, tools, services, and management skills required to perform these services. Main objectives are to ensure a high level of experience for guests of the Convention Center, Hyatt Hotel, and TechMart and aid in containing operating costs.

2.2. Contractor will provide an assigned operations manager and site supervisors to assure adequate supervision of all personnel. Duties include, but not limited to, the following:

2.2.1. Interview and approve all newly hired staff for City's property.

2.2.2. Ensure personnel maintain contract compliance (i.e. training, licenses, etc.).

2.2.3. Ensure supervisors will be onsite for the complete duration of the event.

- 2.2.4. Facilitate effective communications with the Hyatt Hotel, TechMart, and Convention Center staff.
 - 2.2.5. Maintain discipline with employees.
 - 2.2.6. Provide budget information as requested by City.
 - 2.2.7. Responsible to oversee or conduct training program.
 - 2.2.8. Conduct, on a weekly basis, a minimum of one (1) unannounced randomly scheduled inspection of operations to ensure services are being delivered as required. Documentation of inspections will be discussed at least monthly with City.
- 2.3. Hyatt Hotel, TechMart, and Convention Center staff will provide a schedule of proposed events to the Contractor in advance.
- 2.3.1. Contractor will develop comprehensive parking plans based on scheduled events that include placement of attendants, cones, and signs to direct guests and delivery vehicles to parking areas consisting of surface lots, parking structure, and overflow parking facilities.
 - 2.3.2. Contractor will submit to designated Convention Center staff person and City's Representative at least two workdays prior to the scheduled event a Parking Control Event Plan for approval prior to start of each event.
 - 2.3.3. Hyatt Hotel, TechMart, and Convention Center staff will strive to provide Contractor a minimum of 24 hours' notice for any event that is not included in the proposed schedule of events.
- 2.4. All overtime work requests must receive written approval prior to the vent from the Convention Center staff. Any unauthorized overtime work will not be paid.
- 2.4.1. Contractor will provide coverage of additional shifts or special requests at the rate incurred (either standard hourly billing rates or overtime billing rates) if notified of need less than twenty-four (24) hours in advance. Contractor will use due diligence to provide any requested additional coverage with relief workers when necessary to avoid overtime billings.
 - 2.4.2. Subject to Contractor's labor agreement with employees, work on holidays may be billed at an overtime rate. Contractor will provide the Convention Center with a copy of the labor agreement identifying the holidays for which overtime may be charged.
- 2.5. Contractor's employees will not work in excess of twelve (12) hours continuously or with a turnaround less than eight (8) hours, or work in excess of sixty (60) hours per week under Contractor's employment without the Convention Center's consent.

- 2.6. Contractor will provide normal payroll verification procedures, daily sign in sheets, and weekly log sheets, and a complete breakdown of all hours and costs billed. See Section 6 for Invoice Requirements.

3. Service Requirements During Event

- 3.1. Contractor will provide attendants, traffic directors, and supervisors for all events at the Convention Center. Contractor's staff will provide prompt and courteous service to patrons entering and exiting the Convention Center.
 - 3.1.1. Supervisor responsibilities include, but not limited to, the activities specified in Section 2.2.
 - 3.1.2. Attendants responsibilities include, but not limited to, the following:
 - 3.1.2.1. Greet patron's in a friendly professional manner.
 - 3.1.2.2. Direct vehicles to appropriate areas of the property.
 - 3.1.2.3. Respond to patron's issues such as dead batteries, lockouts, and flat tires.
 - 3.1.2.4. Report any criminal activity to onsite security, Property Management representative, and Santa Clara Police Department as needed.
 - 3.1.3. Traffic Directors responsibilities include, but not limited to, the following:
 - 3.1.3.1. Oversee and manage Attendants
- 3.2. Contractor will provide cashier and valet attendants if needed or when requested with a 24-hour notice. Parking tickets will be provided for sale by Contractor if needed.
- 3.3. Contractor will provide employees with clean uniform shirts with Contractor's name and logo and employee's name, a uniform hat, and agreed-upon pants, jackets, and footwear for employees. Contractor will also provide weatherproof jackets to all employees for work during inclement weather as well as a lightweight windbreaker during cool to mild weather days. Contractor's employees will be properly dressed and well-groomed at all times. Contractor will provide the Convention Center with Contractor's employee dress code requirements.
- 3.4. Contractor will provide employees with a flashlight, and a radio or cell phone.
- 3.5. Contractor will provide one electric/gas cart with equipment bed, properly labeled, with rotator lights. If the vehicle breaks down, it will be repaired, or a substitute will be provided by the second business day. The vehicle will be maintained and in good presentable condition at all times.

- 3.6. City will initially provide Contractor with 100 each 28-inch high traffic cones for use onsite. Contractor will be responsible to remove cones from and return cones to the onsite storage location and maintain cones in good condition. Contractor will notify the Convention Center staff the quantity of cones that are worn beyond their useful life and require replacement. The Convention Center will provide all replacements due to normal wear. Contractor will be responsible for the cost to replace lost or damaged traffic cones.
- 3.7. If City determines that Contractor's daily services were not provided per Agreement, City may reduce payment for each day services were not performed. City will notify Contractor by phone as soon as possible concerning non-compliance. If Contractor corrects deficiencies within two (2) hours of notification, no reduction in payment will be made. If not corrected within two (2) hours on the same day of non-compliance, City will deduct all of the daily payment due to Contractor. Contractor will subsequently meet with City representatives to discuss corrective actions taken to prevent future contract performance deficiencies.

4. Meeting Requirements

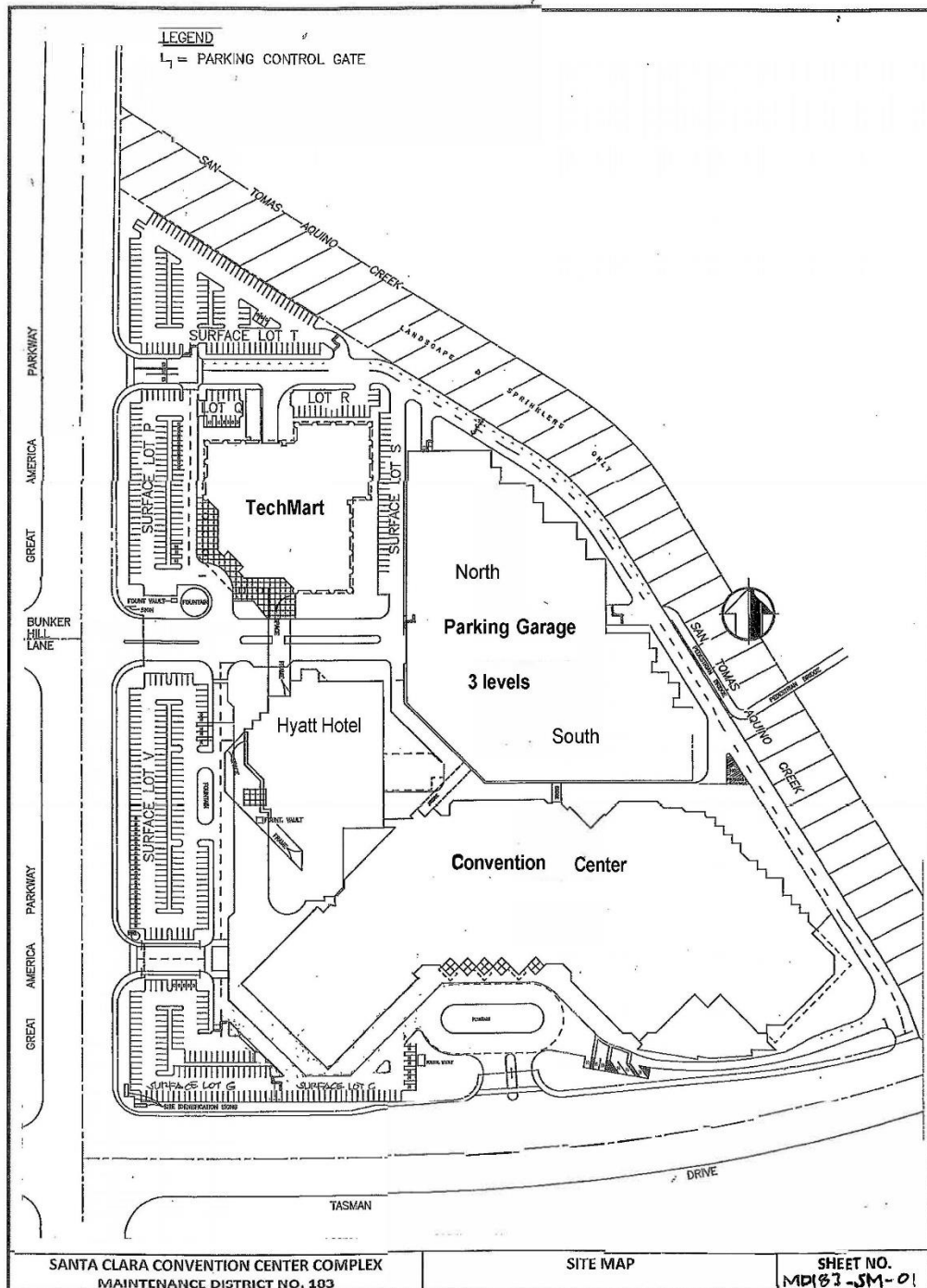
- 4.1. Contractor's account manager or site supervisor to meet with the Hyatt Hotel, TechMart, Convention Center staff at least weekly, more often as necessary, and review the Parking Control Event Plan developed by Contractor for the events occurring for the next seven days.
- 4.2. Contractor's account manager or site supervisor will attend the monthly Maintenance District meeting and onsite weekly operations meeting as requested.

5. Hiring Requirements for Contractor's Staff

- 5.1. Contractor must have the minimum hiring and employment standards for Contractor and Contractor's employees:
 - 5.1.1. U.S. Citizenship or valid U.S. Work Permit
 - 5.1.2. Minimum Eighteen (18) Years of Age
 - 5.1.3. Free of felony or major misdemeanor criminal record, and multiple DUIs.
 - 5.1.4. Pass all Contractor's pre-employment background checks, previous employment checks, and reference checks (conducted at Contractor's expense).
 - 5.1.5. Speak, read, and understand English.
 - 5.1.6. Comprehend oral and written orders, procedures, and materials, and accept and follow directions.
 - 5.1.7. Physically capable of accomplishing required tasks.

- 5.1.8. The use, possession, or transfer of illegal drugs, controlled substances (including medications without valid prescription), simulated (look-alike) drugs, drug paraphernalia, alcohol, firearms, knives, explosives, and other weapons on premises is strictly forbidden at all times. Contractor will be required to comply with and enforce this policy, with respect to contractor's employees, as part of employment.
- 5.1.9. The Convention Center staff may request Contractor to replace a Contractor's employee at any time. Contractor will immediately comply with the request.
- 5.1.10. Contractor will provide all training necessary for personnel including traffic control safety, emergency response, and customer service skills. A copy of Contractor's training program will be provided to the City or the City's Property Management company.

EXHIBIT A2 SITE MAP



**EXHIBIT B
SCHEDULE OF FEES**

1. MAXIMUM COMPENSATION

1.1. The maximum amount payable for all services provided under this Agreement shall not exceed **One Million Sixty-Four Thousand Seven-Hundred Dollars (\$1,064,700)** during the Initial Three-Year Term. No additional services will be performed unless both Parties execute an amendment outlining the services requested and the compensation agreed for such services.

2. FEES

2.1. The City will pay the Contractor based on the fees specified in Table B1 below for services provided:

Table B1: Hourly Rates

Description	Initial Term Year 1 of 3 Hourly Rate	Initial Term Year 2 of 3 Hourly Rate	Initial Term Year 3 of 3 Hourly Rate
Traffic Controllers	\$ 34.81	\$ 35.86	\$ 36.93
Traffic Controllers Overtime	\$ 52.22	\$ 53.79	\$ 55.40
Supervisory Staff	\$ 35.81	\$ 36.86	\$ 37.93
Supervisory Staff Overtime	\$ 53.72	\$ 55.29	\$ 56.90

3. PRICE AND OPTIONS

3.1. Pricing shall be firm fixed for the Initial Term of the Agreement.

3.2. Price Adjustments: Contractor may request adjustments to the hourly rates prior to any one-year option to renew the Agreement after the Initial Term. Contractor must demonstrate to the satisfaction of the City that a price increase is justified by provide documentation, such as a price index (e.g. CPI or PPI). Price adjustments are subject to City's approval.

4. INVOICING

4.1. Contractor will invoice the City on a monthly basis for services provided by Contractor during the preceding month on an invoice and in a format approved by the City. All invoices will be provided to the City's Convention Center Property Management company for initial review on a monthly basis. The City's Convention Center Property Management company will review and work with Contractor on any discrepancies prior to sending to the City for final approval.

4.2. City will pay Contractor within thirty (30) days of City's receipt of an approved invoice.

4.3. Invoice will at a minimum include the following:

- 4.3.1. Date of Service
- 4.3.2. Description of Services
- 4.3.3. Hours of Service
- 4.3.4. Attendants Hours
- 4.3.5. Traffic Director Hours

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 will 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 will in no event be less than, the following:
 - \$5,000,000 Each occurrence
 - \$5,000,000 General aggregate
 - \$5,000,000 Products/Completed Operations aggregate
 - \$5,000,000 Personal Injury
2. Exact structure and layering of the coverage will be left to the discretion of Contractor; however, any excess or umbrella policies used to meet the required limits will be at least as broad as the underlying coverage and will otherwise follow form.
3. The following provisions will 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 will be on a "pay on behalf" basis with defense costs payable in addition to policy limits;
 - b. There will be no cross liability exclusion which precludes coverage for claims or suits by one insured against another; and
 - c. Coverage will 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 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 will 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 limits of 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 will 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. 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 will 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 will be considered excess insurance only and will not be called upon to contribute with Contractor's insurance.
3. Cancellation.
 - a. Each insurance policy will contain language or be endorsed to reflect that no cancellation of the coverage provided due to non-payment of premiums will 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 will be given at least thirty (30) days prior to the effective date of non-renewal.

- b. Each insurance policy will contain language or be endorsed to reflect that no cancellation of the coverage provided for any cause save and except non-payment of premiums will 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 will 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.

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 will 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) will, 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 will be maintained with insurers, and under forms of policies, satisfactory to City and as described in this Agreement. Contractor will 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 will 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 will be delivered to City, or its representative as set forth below, at or prior to execution of this Agreement. Upon City's request, Contractor will 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 will be emailed to:

ctsantaclara@ebix.com

or mailed to:

EBIX Inc.
City of Santa Clara Electric Department
P.O. Box 100085 – S2
Duluth, GA 30096
Telephone number: 951-766-2280
Fax number: 770-325-0409

H. QUALIFYING INSURERS

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

**EXHIBIT D
NOTICE OF EXERCISE OF OPTION TO EXTEND AGREEMENT**

AGREEMENT TITLE:	
CONTRACTOR:	
DATE:	

Pursuant to Section ___ of the Agreement referenced above, the City of Santa Clara hereby exercises its option to extend the term under the following provisions:

OPTION NO.	# of #
-------------------	--------

NEW OPTION TERM

Begin date:	
End date:	

CHANGES IN RATE OF COMPENSATION

Percentage change in CPI upon which adjustment is based:	
--	--

Pursuant to Section ___ of the Agreement the rates of compensation are hereby adjusted as follows:
(use attachment if necessary)

MAXIMUM COMPENSATION for New Option Term:	
--	--

For the option term exercised by this Notice, City will pay Contractor an amount not to exceed the amount set forth above for Contractor's services and reimbursable expenses, if any. The undersigned signing on behalf of the City of Santa Clara hereby certifies that an unexpended appropriation is available for the term exercised by this Notice, and that funds are available as of the date of this signature.

Dated: _____

Approved as to Form: _____

Office of the City Attorney
City of Santa Clara

DEANNA J. SANTANA
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771