

**AMENDED AND RESTATED AGREEMENT FOR SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
TAP INTERNATIONAL, INC.**

PREAMBLE

This Agreement is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and TAP International, Inc., a California corporation, with its principal place of business located at 3436 American River Drive, Suite 9, Sacramento, CA 95864, (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. The Parties previously entered into an Agreement for Performance of Services dated June 5, 2018 and First Amendment to the Agreement for Services dated August 10, 2018 and now desire to Amend and Restate the Agreement.
- B. City desires to secure the services more fully described in this Agreement, at Exhibit A, entitled "Scope of Services";
- C. Contractor represents that it, and its subcontractors, if any, have the professional qualifications, expertise, necessary licenses and desire to provide certain goods and/or required services of the quality and type which meet objectives and requirements of City; and,
- D. The Parties have specified herein the terms and conditions under which such services will be provided and paid for.

The Parties agree as follows:

AGREEMENT TERMS AND CONDITIONS

1. AGREEMENT DOCUMENTS

The documents forming the entire Agreement between City and Contractor shall consist of these Terms and Conditions and the following Exhibits, 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 June 1, 2018 and terminate on December 31, 2018.

3. SCOPE OF SERVICES & PERFORMANCE SCHEDULE

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

4. WARRANTY

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

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

In consideration for Contractor's complete performance of Services, City shall pay Contractor for all materials provided and Services rendered by Contractor in accordance with Exhibit B, entitled "SCHEDULE OF FEES." The maximum compensation of this Agreement is One Hundred Fifty Five Thousand Twenty Dollars (\$155,020), 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. 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.

8. ASSIGNMENT AND SUBCONTRACTING

City and Contractor bind themselves, their successors and assigns to all covenants of this Agreement. This Agreement shall not be assigned or transferred without the prior written approval of City. Contractor shall not hire subcontractors without express written permission from City.

Contractor shall be as fully responsible to City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed by it.

9. NO THIRD PARTY BENEFICIARY

This Agreement shall not be construed to be an agreement for the benefit of any third party or parties and no third party or parties shall have any claim or right of action under this Agreement for any cause whatsoever.

10. INDEPENDENT CONTRACTOR

Contractor and all person(s) employed by or contracted with Contractor to furnish labor and/or materials under this Agreement are independent contractors and do not act as agent(s) or employee(s) of City. Contractor has full rights to manage its employees in their performance of Services under this Agreement.

11. CONFIDENTIALITY OF MATERIAL

All ideas, memoranda, specifications, plans, manufacturing procedures, data, drawings, descriptions, documents, discussions or other information developed or received by or for Contractor and all other written information submitted to Contractor in connection with the performance of this Agreement shall be held confidential by Contractor and shall not, without the prior written consent of City, be used for any purposes other than the performance of the Services nor be disclosed to an entity not connected with performance of the Services. Nothing furnished to Contractor which is otherwise known to Contractor or becomes generally known to the related industry shall be deemed confidential.

12. OWNERSHIP OF MATERIAL

All material, which shall include, but not be limited to, data, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports, designs, technology, programming, works of authorship and other material developed, collected, prepared or caused to be prepared under this Agreement shall be the property of City but Contractor may retain and use copies thereof. City shall not be limited in any way or at any time in its use of said material. However, Contractor shall not be responsible for damages resulting from the use of said material for work other than Project, including, but not limited to, the release of this material to third parties.

13. RIGHT OF CITY TO INSPECT RECORDS OF CONTRACTOR

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

Contractor shall submit to City any and all reports concerning its performance under this Agreement that may be requested by City in writing. Contractor agrees

to assist City in meeting City's reporting requirements to the State and other agencies with respect to Contractor's Services hereunder.

14. HOLD HARMLESS/INDEMNIFICATION

- A. To the extent permitted by law, Contractor agrees to protect, defend, hold harmless and indemnify City, its City Council, commissions, officers, employees, volunteers and agents from and against any claim, injury, liability, loss, cost, and/or expense or damage, including all costs and attorney's fees in providing a defense to any such claim or other action, and whether sounding in law, contract, tort, or equity, in any manner arising from, or alleged to arise in whole or in part from, or in any way connected with the Services performed by Contractor pursuant to this Agreement – including claims of any kind by Contractor's employees or persons contracting with Contractor to perform any portion of the Scope of Services – and shall expressly include passive or active negligence by City connected with the Services. However, the obligation to indemnify shall not apply if such liability is ultimately adjudicated to have arisen through the sole active negligence or sole willful misconduct of City; the obligation to defend is not similarly limited.
- B. Contractor's obligation to protect, defend, indemnify, and hold harmless in full City and City's employees, shall specifically extend to any and all employment-related claims of any type brought by employees, contractors, subcontractors or other agents of Contractor, against City (either alone, or jointly with Contractor), regardless of venue/jurisdiction in which the claim is brought and the manner of relief sought.
- C. To the extent Contractor is obligated to provide health insurance coverage to its employees pursuant to the Affordable Care Act ("Act") and/or any other similar federal or state law, Contractor warrants that it is meeting its obligations under the Act and will fully indemnify and hold harmless City for any penalties, fines, adverse rulings, or tax payments associated with Contractor's responsibilities under the Act.

15. INSURANCE REQUIREMENTS

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

16. WAIVER

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

shall be constructed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

17. NOTICES

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

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

And to Contractor addressed as follows:

Name: TAP International, Inc.
Address: 3436 American River Drive, Suite 9
Sacramento, CA 95864

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

20. FAIR EMPLOYMENT

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

21. NO USE OF CITY NAME OR EMBLEM

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

22. GOVERNING LAW AND VENUE

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

23. SEVERABILITY CLAUSE

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

24. AMENDMENTS

This Agreement may only be modified by a written amendment duly authorized and executed by the Parties to this Agreement.

25. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument.

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

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form:

Dated: _____

BRIAN DOYLE
City Attorney

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

“CITY”

TAP INTERNATIONAL, INC.
a California corporation

Dated: _____

By (Signature): _____

Name: Denise Callahan

Title: President & Principal Consultant

Principal Place of Business Address: 3436 American River Drive, Suite 9
Sacramento, CA 95864

Email Address: denise@tapinternational.org

Telephone: (916) 333-3401

Fax: N/A

“CONTRACTOR”

EXHIBIT A

SCOPE OF SERVICES

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

City of Santa Clara Convention Center Performance Audit

Project Objective

The primary objectives of the engagement are as follows:

- (1) Assess revenues and expenditures for the City's Convention Center.
- (2) Assess the adequacy of structures, systems, controls, and processes that impact financial management of the Convention Center, especially whether contract increases were properly reviewed and approved.

All work is to be conducted within conformance with generally accepted government auditing standards promulgated the Comptroller of the United States.

Project Scope

The scope of the engagement will involve data collection from the Convention Center, Visitor's Bureau, Chamber of Commerce and the City of Santa Clara's Finance Department. The business functions that we will address applicable to Convention Center operations include: purchasing and contracting, internal controls, financial management, administration, and marketing. TAP international may include other business functions if applicable to address the audit objectives at no additional cost to the City.

Project Approach

The methodology for this project will be conducted in three phases: planning, data collection and analysis, and reporting.

Phase 1: Planning

The planning phase of the project serves to develop a detailed implementation plan to complete the engagement, which is required by auditing standards. The detailed work plan will include a communication plan, risk mitigation plan, data request list, and will provide a description of detailed tasks to be performed by the project team.

TAP International will then hold an opening meeting with Convention Center staff to discuss audit objectives, scope, and methodology, deliverables, and timeframes. The opening meeting serves to communicate project requirements and provides an opportunity for the auditee to provide information on any key changes to operations applicable to the audit objectives.

Key tasks to be performed in the planning phase include but are not limited to:

- Develop project implementation plan;
- Prepare materials for the opening conference;
- Coordinate the opening conference;
- Conduct the opening conference; and,
- Prepare required audit documentation.

Timeframe

Task	Expected Date
Start of engagement	May 15, 2018
Conduct opening conference with the auditee	May 21, 2018
Completion of planning phase	May 31, 2018

Phase 2: Data Collection and Analysis

Objective 1: Assess revenues and expenditures for the City's Convention Center.

TAP International will conduct a revenue and expenditures spanning 10 years, from FY 2006-07 to FY 2016-17 to determine the point in time that key changes in the Convention Center's fiscal activity occurred. The analysis will also allow us to identify the nature of and extent of funding and spending (by vendor), including changes in these activities.

TAP International will also conduct a fiscal health analysis to identify the extent that the Convention Center is self-sustaining. The analysis will require computation of up to five key metrics examining general fund and other governmental support to Convention Center operations as well as the ability to expenses when they come due and return on investment ratios for marketing dollars spent. TAP international will also examine future confirmed bookings for the Convention Center and projected revenue to determine if there will be any significant changes to the Convention's Center fiscal outlook.

Key tasks to be completed include:

- Collect financial reports showing revenue, expenditures, and detailed vendor disbursements;
- Develop statistical database to run trend analysis;
- Analyze the data and document the results;
- Collect the City's consolidated annual financial statements from FY 2011-12 to FY 2016-17;
- Compute key metrics (GF ratio, Revenue from all governmental sources ratio, cash flow ratios, aging receivable ratios);
- Analyze the results;
- Meet with key stakeholders to discuss the circumstances for any identified issue/concern; and.
- Document all results.

Data collection and analysis phase	Expected Date
Begin data collection	June 4, 2018

Bi-weekly updates (oral and written) with City of Santa Clara Project Manager.	Ongoing all throughout the project
Matrix of findings and recommendations	July 29, 2018
Completion of data collection and analysis phase	July 29, 2018

Objective 2: Assess the adequacy of structures, systems, controls, and processes that impact financial management of the Convention Center, especially whether contract increases were properly reviewed and approved.

TAP International will assess the business operations and functions of the Convention Center, examining its organizational structures for proper governance, use of information systems to operate effectively, internal control structure to ensure effective information sharing, fiscal monitoring, and review and authorization. TAP International will also examine purchasing and contracting activities to ensure compliance to policies and procedures. The information collected through interviews and documentation review will allow us to identify strengths and weaknesses as well as gaps in policies, procedures, processes, and other management systems. The information will also allow to further document the factors that led to fiscal concerns identified in Objective 1.

Key tasks to be performed include:

- Obtain Convention organization charts, policies and procedures for financial management, procurement and contracting, annual reports, report to City Council, marketing materials, contracts entered into between the City and the Convention Center Visitors Bureau, contracted entered between the Convention Center and vendors for the last 3 years;
- Conduct documentation review to assess strengths/weaknesses/gaps;
- Coordinate and meet with key stakeholders (City, Convention Center, Visitor's Bureau, Chamber of Commerce) to discuss Convention Center management and administration in selected areas;
- Interview Convention Center financial, procurement and contract, and marketing staff to discuss operations;
- Conduct reviews of up to 10 contracts for proper review and authorization;
- Identify the circumstances for issues/concerns identified; and,
- Identify the effect the issue/concern could have on operations if not corrected.

Data collection and analysis phase	Expected Date
Begin data collection	June 4, 2018
Bi-weekly updates (oral and written) with City of Santa Clara Project Manager.	Ongoing all throughout the project
Matrix of findings and recommendations	July 29, 2018
Completion of data collection and analysis phase	July 29, 2018

Objective 3: Determine the types of changes needed, if any, to enhance Convention Center sustainability.

TAP International will conduct a review of the CVB/Convention Center's marketing operations to determine if current activities could enhance its fiscal sustainability and improve performance, and if needed, identify opportunities to implement other strategies.

Our company will compute key performance metrics on its marketing efforts that assess cost effectiveness of marketing efforts, % of bookings attributed to the CVB/Convention Center, % of leads attributed to the Convention Center, number of multi-day bookings, and % of cancelled contracts.

Also, this work will identify potential options for the City to consider if improvements are necessary to enhance the Convention Center's fiscal sustainability and overall performance. These options will consider staffing expertise and other convention business models.

Key tasks to implement include:

- Analyze strategic and marketing plans of the Convention Center
- Collect data and compute performance metrics described above
- Assess staff strengths and weaknesses
- Identify key areas that require improvement
- Develop options to enhance convention performance and sustainability
- Develop options for the city
- Develop matrix of issues/concerns with desired solution, including description of disadvantages and advantages.

Data collection and analysis phase	Expected Date
Matrix of findings and recommendations	July 29, 2018
Completion of data collection and analysis phase	July 29, 2018

Objective 4: conduct a TID Fee and Financial Review of the TID.

Our specific audit questions are as follows:

- 1) Have the hotels participating in the TID accurately remitted TID revenue to the City for FY 15-16, and FY 16-17?
- 2) Are the expenses of the TID consistent with TID bylaws and policies since FY 12-13?
- 3) What is the nature and extent of any outstanding bills and payables, if any, that have not yet been recorded in the TID's financial system.

Key activities that we will implement include:

- Collection of room night data from each of the TID participating hotels
- Review of the accuracy of the room night data reported
- Verification of the accuracy of the TID fees remitted to the City
- Review of the TID's General Ledger for the past 5 years

- Review of TID check registers
- Collection and review of bills and other payables waiting to be paid

Timeframe: TID Fee and Financial Review

August 15 to September 30, 2018

Phase 3: Deliverable preparation

Prior to developing the draft report, we will hold a meeting with City of Santa Clara management. This meeting will provide the opportunity to discuss the results of our work and to discuss the applicability of any potential solutions.

The draft report will include a description of our project approach, the methods we used to complete the work, the key sources of information used to develop our results, and our findings and conclusions. The final report will be indexed to the supporting work papers that verifies the accuracy of the stated information.

Key tasks to be completed during the reporting phase include:

- Meet with City management to discuss preliminary findings and potential solutions;
- Prepare and submit draft report;
- Index report to supporting work papers;
- Finalize report draft; and,
- Submit supporting work papers.

Quality Assurance Program

TAP International administers a quality assurance program throughout the engagement rather than waiting for the project's completion. These activities include the review of working papers, such as audit work plans, records of meetings, summaries of work performed and findings, and records of analysis. The City can also expect our firm to link our report data to the supporting evidence and verify each statement in the audit report against the evidence.

Review of the Draft Report

As required by auditing standards, the Convention Center will have the opportunity to comment on key findings. We will conduct an exit conference with all key representatives to discuss the draft report allowing the opportunity to share their concerns, if any.

Preparation of Final Report

After we address all comments and feedback, we will perform a final quality check on the report and issue the report.

Timeline

Deliverable Preparation Phase	Expected Date
Completion of draft report	August 17, 2018
Submit report to key stakeholders	August 24, 2018
Stakeholder comments due	September 10, 2018
Finalize report and issue	September 13, 2018

Project Costs

TAP International, first and foremost, is committed to quality. As such, we strive to provide a reasonable cost estimate for the scope of work and we assign only experienced auditors/consultants that have a minimum of 20 years of experience. So that we could have maximum flexibility in completing the project on time and on budget, we may need to re-allocate hours and costs among the key tasks as some of them may require less and/or more time than expected. The project team members assigned to this project will include Denise Callahan (Project Director), Kate Kousser, Susan Hoffman and Greg Matayoshi. Each will have assigned tasks to facilitate completion of the review.

The fixed fee price shown below is for the described scope of work. Should the City request additional services outside of the scope of the work, we will prepare a separate engagement letter for those services. Our standard hourly rate is \$250 but will we continue to charge the City our discounted rate should additional work be requested.

Project Controls

Line of communication:

TAP International's project director will ensure the communication between the team and City of Santa Clara will occur throughout the project. Open communication ensures there are no surprises and the work remains on track. TAP International is experienced at managing large projects with large teams and understands how to keep sight of the critical path to ensure work is completed effectively. Also, our project director understands that unexpected events can occur during the project's administration that may impact the ability of the team to complete the work as planned. All significant issues will immediately be brought to the attention of City of Santa Clara, so we can jointly reach a satisfactory resolution.

Schedule of Controls to Manage to the Project plan: TAP International has a proven track work for effectively managing projects to produce quality outcomes on a timely basis. Our company will use a comprehensive project plan to guide our efforts in implementing each of the tasks that we propose. Adhering to a project plan allows our team and City of Santa Clara's project manager to understand the status of the work and stay apprised of any situations where adjustments may be needed. Our monthly progress reports to City of Santa Clara will summarize the status of our work against the schedule and will allow us to describe any impediments to success that need to be addressed. We will manage our work to ensure we deliver all key deliverables on time.

Ensuring the quality of the work: We understand the level of scrutiny that projects can receive from interested parties. To ensure that our assessment is accurate, valid and reliable, TAP International will review all completed work and written material will be properly indexed and supported by the working materials. The draft publication will undergo rigorous fact-checking and review, including peer review. You can expect us to:

- Provide competent staff to conduct the work, with the required education and experience to complete the work;
- Review all work papers to ensure their relevancy, validity, and accuracy;
- Provide an independent and unbiased analysis of the data;
- Index the report to supporting evidence; and,
- Ensure the evidence presented in the report is sufficient to support all outcomes and conclusions.

EXHIBIT B
SCHEDULE OF FEES

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

Consultant shall submit a monthly invoice to the City based on costs incurred on a time and materials basis. The 2018 schedule of fees are as follows:

Denise Callahan - \$210/hour

Kate Kousser - \$210/hour

Susan Hoffman and Greg Matayoshi - \$210/hour

Tasks	Hours	Hourly Rate	Cost
Planning Phase	52	\$ 210	\$ 10,920
Objective 1 - Trend analysis, fiscal health review	120	\$ 210	\$ 25,200
Objective 2 - Operational assessment	115	\$ 210	\$ 24,150
Objective 3 - CVB/CC marketing analysis and Performance Audit	130	\$ 210	\$ 27,300
TID Fee Audit	120	\$ 210	\$ 25,200
TID Financial Review	50	\$ 210	\$ 10,500
TID Report Preparation	40	\$ 210	\$ 8,400
Deliverable Phase	110	\$ 210	\$ 23,100
Direct expenses (parking, printing)			\$ 250
TOTAL			\$ 155,020

EXHIBIT C

INSURANCE REQUIREMENTS

Without limiting the Contractor's indemnification of the City, and prior to commencing any of the Services required under this Agreement, the Contractor shall provide and maintain in full force and effect, 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
\$2,000,000 General Aggregate
\$2,000,000 Products/Completed Operations Aggregate
\$1,000,000 Personal Injury
2. Exact structure and layering of the coverage shall be left to the discretion of Contractor; however, any excess or umbrella policies used to meet the required limits shall be at least as broad as the underlying coverage and shall otherwise follow form.
3. The following provisions shall apply to the Commercial Liability policy as well as any umbrella policy maintained by the Contractor to comply with the insurance requirements of this Agreement:
 - a. Coverage shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits;
 - b. There shall be no cross liability exclusion which precludes coverage for claims or suits by one insured against another; and
 - c. Coverage shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of liability.

B. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Business automobile liability insurance policy which provides coverage at least as broad as ISO form CA 00 01 with policy limits a minimum limit of not less than one million dollars (\$1,000,000) each accident using, or providing coverage at least as broad as, Insurance Services Office form CA 00 01. Liability coverage shall apply to all owned, non-owned and hired autos.

In the event that the Work being performed under this Agreement involves transporting of hazardous or regulated substances, hazardous or regulated

wastes and/or hazardous or regulated materials, Contractor and/or its subcontractors involved in such activities shall provide coverage with a limit of two million dollars (\$2,000,000) per accident covering transportation of such materials by the addition to the Business Auto Coverage Policy of Environmental Impairment Endorsement MCS90 or Insurance Services Office endorsement form CA 99 48, which amends the pollution exclusion in the standard Business Automobile Policy to cover pollutants that are in or upon, being transported or towed by, being loaded onto, or being unloaded from a covered auto.

C. WORKERS' COMPENSATION

1. Workers' Compensation Insurance Policy as required by statute and employer's liability with limits of at least one million dollars (\$1,000,000) policy limit Bodily Injury by disease, one million dollars (\$1,000,000) each accident/Bodily Injury and one million dollars (\$1,000,000) each employee Bodily Injury by disease.
2. The indemnification and hold harmless obligations of Contractor included in this Agreement shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefit payable by or for Contractor or any subcontractor under any Workers' Compensation Act(s), Disability Benefits Act(s) or other employee benefits act(s).
3. This policy must include a Waiver of Subrogation in favor of the City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents.

D. 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 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 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 [City Manager's Office]

P.O. Box 100085 – S2

or 1 Ebix Way

Duluth, GA 30096

John's Creek, GA 30097

Telephone number: 951-766-2280

Fax number: 770-325-0409

Email address: ctsantaclara@ebix.com

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.