

**AMENDMENT NO. 1
TO THE AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
GEORGE HILLS COMPANY, INC.**

PREAMBLE

This agreement ("Amendment No. 1") is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and George Hills Company, Inc., a California 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. The Parties previously entered into an agreement entitled "Agreement for the Performance of Services by and between the City of Santa Clara, California, and George Hills Company, Inc.", dated August 19, 2014 (the "Original Agreement"); and
- B. The Parties entered into the Original Agreement for the purpose of having Contractor administer liability claims filed against the City, and the Parties now wish to amend the Original Agreement (a) to extend the term of the Agreement through August 18, 2021; (b) to amend the Preamble of the Original Agreement; and (c) to add a CMS Reporting Fee of \$250 per year and increase the monthly administration fee as set forth in the First Revised Exhibit B.

The Parties agree as follows:

AGREEMENT TERMS AND CONDITIONS

1. AMENDMENT TERMS AND CONDITIONS

That Section 5 of the Original Agreement, entitled "Term of Agreement" is hereby amended to read as follows:

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 Effective Date of this Agreement and terminate three (3) years from the effective date with four (4) one-year renewal periods, depending on satisfactory performance services described in Exhibit A by George Hills Company, Inc., subject to the Parties' rights to termination

pursuant to Section 11. If no action is taken by City, the Agreement will continue for the four one-year renewal periods through August 18, 2021.

2. AMENDMENT TERMS AND CONDITIONS

That Exhibit B of the Original Agreement, entitled "Fee Schedule", is hereby amended to read as shown in First Revised Exhibit B, attached and incorporated into this Amendment No. 1.

3. AMENDMENT TERMS AND CONDITIONS

That the Preamble of the Original Agreement is hereby amended to read as follows:

This Agreement for the performance of services ("Agreement") is made and entered into on this 19th day of August, 2014, ("Effective Date") by and between George Hills Company, Inc., a California corporation, with its principal place of business located at 3043 Gold Canal Drive, Suite 200, Rancho Cordova, CA 95670 ("Contractor"), and the City of Santa Clara, California, a chartered California municipal corporation with its primary business address at 1500 Warburton Avenue, Santa Clara, California 95050, on behalf of itself and its affiliated entities including but not limited to the Santa Clara Stadium Authority, ("City"). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

4. TERMS

All other terms of the Original Agreement which are not in conflict with the provisions of this Amendment No. 1 shall remain unchanged in full force and effect. In case of a conflict in the terms of the Original Agreement and this Amendment No. 1, the provisions of this Amendment No. 1 shall control.

5. 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 Amendment No. 1 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"

SANTA CLARA STADIUM AUTHORITY, CALIFORNIA
a Joint Exercise of Powers Entity,
created through Government Code sections 6500 et seq.

Approved as to Form:

Dated: _____

BRIAN DOYLE
Stadium Authority Counsel

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

GEORGE HILLS COMPANY, INC.
A California corporation

Dated: 8/1/19

By (Signature): 

Name: John E. Chaquica

Title: CEO

Principal Place of Business Address: 3043 Gold Canal Drive, Suite 200
Rancho Cordova, CA 95670

Email Address: john.chaquica@georgehills.com

Telephone: (916) 859-4824

Fax: (916) 859-4805

"CONTRACTOR"

FIRST REVISED EXHIBIT B

FEE SCHEDULE

Consultant shall provide a schedule of rates and fees which includes all billing amounts and costs as follows (if applicable), such as:

A. Rate Schedule

The rates for the term of the agreement shall be as forth below:

Description	Effective from 8/19/2014 through 8/18/2015	Effective from 8/19/2015 through 8/18/2016	Effective from 8/19/2016 through 8/18/2017	Effective from 8/19/2017 through 8/18/2018	Effective from 8/19/2018 through 8/18/2019	Effective from 8/19/2019 through 8/18/2020	Effective from 8/19/2020 through 8/18/2021
Adjuster's Per Hour Fee	\$83	\$83	\$83	\$85	\$88	\$90	\$92
Claim Processor Per Hour Fee	N/A	N/A	N/A	N/A	N/A	\$75	\$75
Administration Per Month Fee	\$300	\$300	\$300	\$300	\$300	\$350	\$400
CMS Reporting Per Year Fee	N/A	N/A	N/A	N/A	N/A	\$250	\$250

B. Time and expense charges will be incurred only when necessarily required in the form of adjuster's fees as delineated in Section II, Scope of Services and will be invoiced as worked.

1. Time and expense fees will be as follows:

- a. Adjuster's Fee: as set forth in the table above;
- b. Claim Processor Rate: as set forth in the table above;
- c. Auto Expense: Standard IRS rate;
- d. Allocated file expenses;
- e. CMS Reporting ExamWorks : as set forth in the table above.

C. Administration Fee: A fixed fee per month as set forth in the table above to be included in the City's monthly composite statement and shall be for the following:

- a. Data access to claims data system in read-only format;
- b. Monthly listing of open claims by date of loss, department, location, and alpha by name showing expense categories, reserves and total

incurred;

- c. Monthly claim summary reports, within 15 days of month-end;
 - d. Provide loss run data and required reports for actuarial and auditing purposes;
 - e. Provide annual summary of claims activity;
 - f. Custom reporting beyond the above will be furnished upon request at an additional cost to be agreed upon by the Contractor and City through written request;
 - g. Medicare transmission and reporting;
 - h. Financial accounting if applicable.
- D. Cost of file retrieval for audit purposes will be a direct pass through to the City.
- E. Active access to claims system cost shall be based on the current licensing cost from Contractor's read-only database provided and included in the monthly invoice.

The Contractor will submit its bills to City, and payment shall be made by City, within a reasonable period of time, not to exceed thirty (30) days from date of invoice.

In no event shall the amount billed to City by Contractor for services under this Agreement exceed Two Hundred Thousand Dollars (\$200,000) on an annual basis subject to annual budget appropriations.