

BLUE ROUTE SHEET - CITY COUNCIL APPROVAL NOT REQUIRED

From/Department Originating: HR Date Submitted: 1/4/19 Return To: Julia Hill, x2161

(1) Indicate signature authority:

- ☒ City Manager Signature Authority per Ordinance 1941 (CC Action – June 16, 2015)
[Electric, Water and Sewer Service Agreements with a Value of \$150,000 or Less]
- ☐ City Manager Signature Authority per Ordinance 1941 (CC Action – June 16, 2015)
[All Other Service Agreements with a Value of \$100,000 or Less]
- ☐ City Manager Signature Authority per Resolution 6603 (CC Action - July 13, 1999)
[Miscellaneous Agreements including Confidentiality Agreements]
- ☐ City Manager Signature Authority per Resolution 5600 (CC Action – May 28, 1991)
[Miscellaneous Agreements]
- ☐ Chief of Police Signature Authority per Resolution 6000 (CC Action - April 4, 1995)
[Miscellaneous Police Agreements]
- ☐ Other: _____

(2) Document: Gallagher Benefit Services, Inc. – Agreement for Services
[NAME OF DOCUMENT AND CONTRACTOR/OTHER PARTY]

(3) Insurance is in compliance per **attached** EBIX printout [NOTE: IF INSURANCE IS NOT IN COMPLIANCE, AGREEMENT WILL BE RETURNED AND NOT ROUTED FOR CITY SIGNATURES]

(4) Department head originating agreement: _____
[SIGNATURE]

(5) **MF** FINANCE DEPARTMENT ☐ Not Applicable

Certified as to availability of funds: _____
[SIGNATURE] **Note: this is a replacement contract for existing services by Rehn and Associates**

Account Number to be charged: 001-2514-87870 **TH**

a) Original Contract Amount/Change Order Contingency (*include prior amendment(s), if applicable*):
\$ 30,000.00 [NOT TO EXCEED CONTRACT DOLLAR AMOUNT]

b) All Previous Change Order Amounts (if applicable):
\$ _____

c) Current Amendment/Change Order Amount (if applicable):
\$ _____ [NOT TO EXCEED CONTRACT DOLLAR AMOUNT]

d) Total: \$30,000.00 [(a), (b), and (c) for Agreements, or (b) and (c) for Change Orders]

NOTE: AGREEMENTS OVER \$100K/CHANGE ORDERS OVER THE CONTINGENCY REQUIRE COUNCIL APPROVAL

(6) CITY ATTORNEY'S OFFICE

Approved as to form: _____ Date: 1/8/19
[CITY ATTORNEY/AUTHORITY COUNSEL]

City Attorney's Office Assignment Number: 18.2323

(7) CITY CLERK'S OFFICE

Attached: 2 original(s) _____ copy(ies)

☒ Transmit the attached original / copy to contractor

☒ Fully executed original on file in City Clerk's Office

Date Processed by Clerk's Office: 1-14-19

**AGREEMENT FOR SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
GALLAGHER BENEFIT SERVICES, INC.**

PREAMBLE

This Agreement is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Gallagher Benefit Services, Inc., a Delaware 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)

Except for the HealthInvest Adoption Packet executed by the City and Contractor with respect to the Contractor's services as the HRA Service Manager for the City's VEBA Postretirement Medical Reimbursement Account ("VEBA MRA")

Plan (the "Plan Adoption Packet"), 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 as of the last date of signatures and terminate on December 31, 2019.

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 Thirty Thousand Dollars and No Cents (\$30,000.00), subject to budget appropriations, which includes all payments that

may be authorized for Services and for expenses, supplies, materials and equipment required to perform the Services. All work performed or materials provided in excess of the maximum compensation shall be at Contractor's expense. Contractor shall not be entitled to any payment above the maximum compensation under any circumstance.

7. TERMINATION

- A. Termination for Convenience. 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

During the term of this Agreement, City shall have the unlimited right to publish, duplicate, use, and disclose all information and data developed or obtained by the Contractor on behalf of the City pursuant to this Agreement or the Plan Adoption Packet.

The State acknowledges that the HealthInvest HRA program, including the style and content of all plan documents, literature, forms and communication; educational material; system software; websites; and HealthInvest HRA-related copyrights and trademarks are proprietary property of Contractor or its subcontractors. However, to the extent that the City engages Contractor for an additional fee to create customized material or other work product, all such material or work product, 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 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 customized 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 attributable to the willful misconduct, negligent act, or omission of the Contractor in connection 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 obligations to protect, defend, indemnify, and hold harmless in full the City and its employees, shall specifically extend to any and all employment-related claims of any type brought by employees, contractors, subcontractors or other agents of City, 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. Notwithstanding the foregoing provisions of this Section 14, to the fullest extent permitted by applicable law (1) the Contractor shall not be liable for any punitive losses, whether or not the likelihood of such losses was known by the Contractor and (2) the aggregate liability of the Contractor hereunder shall not exceed \$20,000,000.

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: Human Resources
1500 Warburton Avenue
Santa Clara, CA 95050
and by e-mail at humanresources@santaclaraca.gov, and
manager@santaclaraca.gov

And to Contractor addressed as follows:

Charlie Isaacs
Area President
Gallagher Benefit Services, Inc.
906 West 2nd Avenue, Suite 400
Spokane, WA 99201-4502
(509) 838-5571
Charlie_Isaacs@ajg.com

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

18. COMPLIANCE WITH LAWS

Contractor shall comply with all applicable laws and regulations of the federal, state and local government, including but not limited to "The Code of the City of Santa Clara, California" ("SCCC"). In particular, Contractor's attention is called to the regulations regarding Campaign Contributions (SCCC Chapter 2.130), Lobbying (SCCC Chapter 2.155), Minimum Wage (SCCC Chapter 3.20),

Business Tax Certificate (SCCC section 3.40.060), and Food and Beverage Service Worker Retention (SCCC Chapter 9.60), as such Chapters or Sections may be amended from time to time or renumbered. Additionally Contractor has read and agrees to comply with City's Ethical Standards (<http://santaclaraca.gov/home/showdocument?id=58299>).

19. CONFLICTS OF INTEREST

Contractor certifies that to the best of its knowledge, no 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.

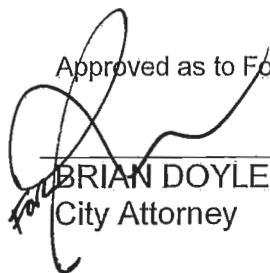
25. COUNTERPARTS

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:


BRIAN DOYLE
City Attorney

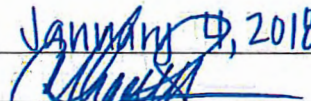
Dated: 11/11/19

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

"CITY"

GALLAGHER BENEFIT SERVICES, INC.,

a Delaware corporation

Dated: January 4, 2018
By (Signature): 
Name: Charlie Isaacs
Title: Area President
Principal Place of Business Address: 906 West 2nd Ave., Suite 400
Email Address: Charlie-Isaacs@ajg.com
Telephone: 800-888-8322
Fax: (509) 838-5613

"CONTRACTOR"

EXHIBIT A

SCOPE OF SERVICES

The Services to be performed for the City by the Contractor under this Agreement are as follows:

Contractor ("Gallagher") will provide City with its HealthInvest HRA solution for the administration, recordkeeping, and customer service required by City's VEBA MRA Plan. The adoption of HealthInvest HRA will provide the City and its participants with a new system administration platform that will deliver best-in-class administration, recordkeeping, and participant and employer online and contact center services.

Administration and Recordkeeping Services

- Establish and maintain separate participant accounts
- Track the daily value of each account
- Post and allocate contributions for new and existing participants
- Process participant-directed investment elections
- Perform daily recordkeeping of contributions, investment gains and losses, claims paid, and Plan fees and expenses
- Perform daily investment valuation
- Deduct daily, monthly, or annual Plan fees from participant accounts
- Generate and deliver statements in paper or electronic form, as elected by participants
- Perform administrative processing, including eligibility, enrollment, and claims
- Process forfeitures in accordance with the State's plan design and applicable regulatory requirements
- Conduct withholding, reporting, and payment of applicable federal fees and taxes
- Report coverage information as required under applicable law, including Medicare and the Affordable Care Act
- Deliver required notices to plan sponsors and participants as required by applicable regulations, including the Affordable Care Act, HIPAA, and COBRA
- Single platform that integrates all facets of plan administration, including investment fund elections and changes, into one real-time system
- Integrated customer service, enrollment, contributions, claims, recordkeeping, communication, and online participant and plan sponsor portals
- Real-time information available to customer care representatives, claims processors, administrative specialists, plan sponsors, and participants
- Custom-designed functionality with unique HRA operation, compliance, and administration needs in mind
- Robust online platform
 - Enroll participants electronically and eliminate the hassle of paper enrollment forms
 - View its participant roster with effective dates, separation dates, claims-eligibility dates, and more
 - Create new contribution reports or update and use previous reports
 - Access contribution history

- Submit participant status changes in lieu of using paper forms
- Access reports containing aggregate investment and benefit (claims) information
- Document intake scanning and indexing
- Outbound print fulfillment

Participant and Plan Sponsor Online Services

- Participant Portal:
 - Online claim and automatic premium reimbursement submission
 - View account, claim, and investment activity
 - View and change investment allocation
 - View account and tax statements, and explanation of benefits (EOBs)
 - Access to forms, literature, and other resources
 - View and manage covered individuals and contact information
- HRAgo® mobile application:
 - Mobile claim submission
 - View account, claim, and investment activity
 - View and change investment allocation
 - View and manage covered individuals and contact information
- Plan sponsor portal:
 - Paperless (automatic) enrollment
 - Online contribution report submission: upload a template, copy a previous report, or build from participant roster
 - View contribution and deposit history
 - Submit participant status changes
 - Access to forms, literature, and other resources
 - On-demand reporting
 - Participant Roster Report: list of participants and various demographic information including effective date, claims-eligibility status, separation date, coverage tier, and account balance
 - Employer Report: generated on a month-to-date, quarter-to-date, or year-to-date period and includes investment activity containing aggregate participant fund balances, investment allocation information, and disbursement activity containing aggregate claims information

Investment Management Services

- Investment management provided by Gallagher Fiduciary Advisors, LLC
- Standard fund lineup includes target allocation funds and single funds from various asset classes designed and monitored to accommodate diverse and individual needs

EXHIBIT B
SCHEDULE OF FEES

To provide the enhanced system administration platform and expanded investment management and contact center services described herein, including the cost of printing, mail service, and postage, the City will be billed a flat monthly fee of \$2,500. Total not to exceed annual contract costs will be Thirty Thousand Dollars and No Cents (\$30,000), subject to budget appropriations.

Pursuant to the Plan Adoption Packet, the City is adopting the HealthInvest HRA program for its VEBA MRA Plan. The City acknowledges and agrees that the Contractor and other subcontractors under the HealthInvest HRA program ("Existing Plan Service Providers") are currently providing some services to the City for its VEBA MRA Plan and are paid separately either from plan assets or directly by the City pursuant to contracts or agreements directly between the City and such Existing Plan Service Provider.

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
 - \$1,000,000 general aggregate
 - \$1,000,000 products/completed operations aggregate
 - \$1,000,000 personal injury
2. Exact structure and layering of the coverage shall be left to the discretion of Contractor; however, any excess or umbrella policies used to meet the required limits shall be at least as broad as the underlying coverage and shall otherwise follow form.
3. The following provisions shall apply to the Commercial Liability policy as well as any umbrella policy maintained by the Contractor to comply with the insurance requirements of this Agreement:
 - a. Coverage shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits;
 - b. There shall be no cross liability exclusion which precludes coverage for claims or suits by one insured against another; and
 - c. Coverage shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of liability.

B. BUSINESS AUTOMOBILE LIABILITY INSURANCE

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

C. WORKERS' COMPENSATION

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

Contractor shall replace any cancelled or renewed policy with no coverage gap and submit a current certificate of insurance to the contract manager listed above.
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 *insurance coverage that is at least equivalent to the coverages listed in the grid attached as Exhibit A*. 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 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. 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 Human Resources Dept.
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.