AGREEMENT
FOR THE OPERATION OF A
CONVENTION AND VISITORS BUREAU

THIS AGREEMENT ("Agreement") is made and entered into this 3 day of July, 2017 (the "Effective Date") by and between the CITY OF SANTA CLARA, CALIFORNIA, a chartered California municipal corporation (herein "City") and the SANTA CLARA CHAMBER OF COMMERCE, a California non-profit corporation, [d.b.a. SANTA CLARA CHAMBER OF COMMERCE AND CONVENTION-VISITORS BUREAU, ("Chamber"). City and Chamber may be referred to herein individually as a "Party" or collectively as the "Parties to this Agreement".

IT IS HEREBY AGREED BY AND BETWEEN CITY AND CHAMBER, as follows:

1. **Overview of the Santa Clara Chamber of Commerce and Convention-Visitors Bureau's Operations.**

The Santa Clara Chamber of Commerce and Convention-Visitors Bureau currently provides three distinct services to the community as set forth in Exhibit "A" attached and incorporated by this reference. The City funds Chamber for two of these services: i.e., the operation of (1) the Convention and Visitors Bureau (herein "CVB"); and (2) the Convention Center. The third service, the Chamber of Commerce's operations, is to be financed by its members. This Agreement addresses the relationship of the City with the Chamber's Convention and Visitors Bureaus operations only.

2. **Purpose of this Agreement.**

Tourism is presently an important industry to the inhabitants of City. In the future, it is anticipated that tourism will become an increasingly important industry to the residents of City, as cultural and recreational facilities are developed which will attract visitors. Tourism provides jobs and income not only to those who are directly involved in providing cultural and recreational facilities, but also to those who provide the goods and services to visitors. For these reasons, the promotion of tourism is in the interest of the people in City.

This Agreement provides for the continuation of Chamber's Convention and Visitors Bureau services. These services by Chamber were originated in an Agreement for Tourist and Convention Bureau dated March 4, 1975. The Convention and Visitors Bureau is presently engaged in diverse activities to promote tourism and commerce within City. The operations of a Convention and Visitors Bureau presently conducted by Chamber have shown success. Additionally, this Agreement provides for Chamber's marketing services for City's Convention Center.

It is also the purpose of this Agreement to provide for such reporting and accounting by Chamber to City that will enable City to determine and verify that the money paid by City to Chamber is usefully and properly expended by Chamber in accordance with the stated purposes

of this Agreement for Convention and Visitors Bureau activities. Chamber is to maintain separate accounting for its Convention and Visitors Bureau activities.

3. **Information Services.**

Chamber shall continue the operations of the CVB and carry out the purposes of this Agreement. In operating such Bureau, Chamber will at all times during the term of this Agreement provide visitor information services at a location (or locations) convenient and accessible to visitors.

4. **Preparation and Dissemination of Pamphlets.**

Chamber will prepare suitable pamphlets and brochures to inform visitors (and potential visitors) to City of the convention facilities and tourist attractions, which are available. Chamber will distribute the pamphlets and brochures to the public and provide City with copies of the pamphlets.

5. **Convention and Visitor Bureau Activities.**

Chamber, through its CVB activities, shall provide at least the services and activities summarized in Exhibit "A," attached hereto and incorporated herein by this reference, throughout fiscal year 2017-2018. Chamber shall conduct sufficient meetings throughout the fiscal year with hotel and motel marketing, sales and management personnel to coordinate activities with CVB.

The Santa Clara Chamber of Commerce will continue to operate a "Store of City Imprinted Items" (hereafter "City Store") at its 1850 Warburton Avenue address. Items will be sold to the public and the price of each item will include supplier's costs, set-up and shipping charges, handling/overhead costs, plus sales tax. The scope of performance is summarized in Exhibit "A." The Chamber agrees to allow the City to audit activity on the City Store at any time.

6. **Activity Reports to City.**

Chamber will provide to City (Attn: Director of Finance) a quarterly activity report of the activities of CVB, which will include:

A. Numbers of convention leads mailed to hotels;

B. Site inspections conducted;

C. Conventions and trade shows booked, along with estimated delegates and attendees and estimated room nights blocked;

D. Information on numbers of convention groups to which CVB provided convention services; and,

E. Information on trade shows attended, sales missions conducted and other related activities of the CVB.

At the end of the fiscal year, a yearly summary report will be submitted by Chamber to City, which will include all activities of the CVB. The report should be received by the City (Attn: Director of Finance) no later than July 31, 2018.

7. **Membership in Associations.**

Chamber may become a member of convention and tourist associations, which in the reasonable opinion of Chamber are useful in promoting the development of tourism and conventions in City.

8. **Payments by CITY.**

City will pay Chamber, for its CVB activities, a sum not-to-exceed one million four hundred sixty one thousand six hundred one dollars ($1,461,601). The Chamber's 2017-2018 Proposed Budget item identified as rent $91,232 is interpreted to include the expense attributed to the occupancy of space by the CVB for its operations in a building owned by the Santa Clara Chamber of Commerce, Inc. This rental amount is being paid by City as part of its appropriation to Chamber discussed herein. In no event shall City's payment as provided herein exceed the sum of one million four hundred sixty one thousand six hundred one dollars ($1,461,601) or the sum of the invoiced payments paid up to the time of termination.

In consideration for Chamber's complete performance of Services, City shall pay Chamber for all materials provided and actual services rendered by Chamber. Chamber will bill City on a monthly basis for Services provided by Chamber during the preceding month, subject to verification by City. City will pay Chamber within thirty (30) days of City's receipt of invoice.

The obligation of City to make monthly payments is expressly subject to the condition that Chamber is not in default under the terms of this agreement at the time of payment, the agreement has not been previously terminated, and subject to budget appropriations.

9. **Termination of Agreement.**

The term of this Agreement shall begin on July 1, 2017, and end on June 30, 2018, unless sooner terminated. Either Party may terminate this Agreement by giving at least ninety (90) calendar days' written notice (prior to the effective date of termination) to the other. This Agreement shall terminate forthwith ninety (90) calendar days following the date said written notice is given by personal delivery or deposit in the mail by certified or registered mail, with the exception of paragraph 5, 12, 13 and 15, which shall survive the termination of this Agreement.

Notwithstanding the foregoing, if during the term of this Agreement the Chamber ceases to operate the Convention Center, the City may terminate this Agreement by giving at least thirty (30) calendar days' notice to the Chamber. Said written notice shall be given by personal

delivery or deposit in the mail by certified or registered mail. Paragraphs 12 and 15 shall survive the termination of this Agreement. Following the effective date of the termination based upon timely notice, the City shall no longer be required to make any payments to Chamber under this Agreement.

10. **No Pledging of City's Credit.**

In no event shall Chamber have the right or power to pledge the credit of City or incur any obligation in the name of City. Chamber will save and hold harmless City, its Council, officers, and employees from any and all claims arising out of Chamber's performance of this Agreement. Chamber agrees to pay to City any costs incurred by City, including reasonable attorney's fees and court costs, in defending against a claim based on any written or oral agreement which is in violation of the provisions of this paragraph.

11. **No Third Party Beneficiary.**

This Agreement shall not be construed or deemed 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 hereunder for any cause whatsoever.

12. **Accounting.**

On a quarterly basis, Chamber shall provide to the City (Attn: Director of Finance) a detailed statement showing the performance of this Agreement by Chamber, an itemized statement of each expenditure made by Chamber in performance of this Agreement, and any other documentation which City may request to enable City to determine whether any expenditure made in performing this Agreement is necessary, reasonable, and/or not funded in whole or in part under any other agreement or from any other source of income. Should City make such determination in its sole discretion, the Chamber shall pay any amounts the City deems owing to the City within thirty (30) days following presentation of an invoice from the City. Chamber shall maintain books and records adequate to disclose receipts and payments of the contribution by City and such books and records shall be available for inspection at reasonable times for the term of this Agreement and for three years following by authorized City employees or an auditor designated by City. Any travel or entertainment expense incurred in performing this Agreement shall be verified by a statement and invoice.

13. **Amendments to Agreement.**

This Agreement may be changed by written agreement between the Parties. Any amendments shall be approved by the City Council of City.

Except as provided above, no term, condition, or provisions in this Agreement may be changed by an official, employee or any other person acting, or purporting to act, on behalf of City. Any oral or written agreement which purports to change or modify any term, condition, or provision of this Agreement which is not in writing and is not signed and approved as required hereinabove shall be void and of no force and effect.

Chamber agrees to pay to City any costs incurred by City, including reasonable attorney's fees and court costs, in defending against a claim based on any written or oral agreement which is in violation of the provisions of this paragraph.

14. **Hold Harmless/Indemnification.**

To the extent permitted by law, Chamber agrees to protect, defend, hold harmless and indemnify City, its City Council, commissions, officers, agents, and employees from and against any claim, injury, liability, loss, cost, and/or expense or damage, however same may be caused, including all costs and reasonable attorney's fees in providing a defense to any claim arising from Chamber's acts, errors, or omissions with respect to or in any way connected with the work performed by Chamber pursuant to this Agreement.

15. **Insurance.**

Chamber shall provide and maintain, as well as furnish City with proof of insurance policies with coverage(s), amounts and in a form acceptable to City Attorney's Office as set forth in Exhibit "C" attached hereto and incorporated herein by this reference.

16. **Nonassignment.**

Except as expressly agreed, in writing, by City, all services required to be rendered hereunder shall be performed by Chamber. Chamber shall not otherwise subcontract or delegate to others the work and promotional activities to be performed under this Agreement.

17. **Chamber is an Independent Contractor.**

Chamber agrees that in performing the work required under this Agreement, it is not an agent or employee of City but an independent contractor for professional services with full rights to manage its employees subject to the requirements of the law. All persons employed by or contracted with Chamber to furnish labor and/or materials in connection with the work under this Agreement are not employees of City in any respect.

18. **Fair Employment.**

Chamber shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, gender, sexual orientation, age, disability, religion, ethnic background, or marital status, in violation of state or federal law.

19. **Notices.**

All notices to the parties hereto shall, unless otherwise requested in writing, be sent to City addressed as follows and are effective upon delivery:

To City at:

CITY MANAGER'S OFFICE
Attention: City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
or by facsimile at (408) 241-6771

To Chamber at:

SANTA CLARA CHAMBER OF COMMERCE, INC.
Attention: President/CEO
1850 Warburton Avenue
Santa Clara, CA 95050
or by facsimile at (408) 244-7830

SANTA CLARA CHAMBER OF COMMERCE, INC.
Attention: Chair, Board of Trustees
1850 Warburton Avenue
Santa Clara, CA 95050
or by facsimile at (408) 244-7830

20. **Captions.**

The captions of the various sections, paragraphs and subparagraphs are for convenience only and shall not be considered or referred to in resolving questions of interpretation.

21. **Governing Law Venue:**

This Agreement shall be governed and construed in accordance with the law of the State of California. Any action regarding this Agreement or the performance thereof shall be brought in the Santa Clara County Superior Court, San Jose, or the Northern District of California, San Jose Branch.

22. **Compliance with Ethical Standards.**

Contractor shall:

a. read Exhibit C, entitled, "ETHICAL STANDARDS FOR CONTRACTORS SEEKING TO ENTER NTO AN AGREEMENT WITH THE CITY OF SANTA CLARA, CALIFORNIA," attached and incorporated by this reference; and,

b. execute Exhibit E, entitled, "AFFIDAVIT OF COMPLIANCE WITH ETHICAL STANDARDS" attached and incorporated by this reference.

The Parties acknowledge and accept the terms, conditions and obligations of this Agreement as evidenced by the following signatures of their duly authorized representatives. It is the intent of the Parties that this Agreement shall become operative on the Effective Date.

CITY OF SANTA CLARA
A chartered California municipal corporation

BRIAN DOYLE
Interim City Attorney

ATTEST:

ROD DIRIDON, JR.
City Clerk

RAJEEV BATRA
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

SANTA CLARA CHAMBER OF COMMERCE, INC.
[d.b.a. SANTA CLARA CHAMBER OF COMMERCE AND CONVENTION-VISITORS BUREAU]

Joe Siecinski
Chair of the Board

Lisa Moreno
General Manager and CEO
5001 Great America Parkway
Santa Clara, CA 95054
Telephone: (408) 748-7015
Fax: (408) 748-7038

AGREEMENT
FOR THE OPERATION OF A
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EXHIBIT "A"

Santa Clara Convention-Visitors Bureau
2017-18 Program Summary

"City Store" Scope of Performance
The Santa Clara Chamber of Commerce/Convention & Visitors Bureau will continue operation of a City Store at its 1850 Warburton Avenue address. Items will be sold at net cost to the public. However, the price of each item will include supplier's costs, set-up and shipping charges, handling/overhead costs, plus sales tax. The overhead costs are included in the price of each item by rounding the price of that item up to the next whole dollar. Items in the store will be sold during the normal business hours of the Chamber.

The City of Santa Clara will fund the upfront costs of items that have been approved by the City Manager, Deputy City Manager and City Clerk. The Chamber may wish to sell other items, which will not need Council approval, as they will not be paid for by the City.

The Chamber will order the items, keep an inventory of items on hand, and keep an accurate accounting of items sold. Funds received for items sold will be held in a checking account specifically earmarked City Store Fund. The total dollar value of goods in inventory plus the revolving fund will be maintained at approximately $28,500 unless adjusted by the Santa Clara City Council or reduced by items paid in advance. As needed, items will be reordered when inventories are reduced and the revenues received for sales will be used to pay for the re-ordered items.

The Chamber is responsible for tracking all the proceeds from the merchandise. The Chamber is responsible for reporting and paying all the taxes on the City Store. The Chamber agrees to an annual auditing and reporting of activity on the City Store. The report shall be prepared and forwarded to the City no later than thirty (30) days after the end of the Chamber's fiscal year.

At such time as the City may desire, the Chamber will order additional items per a request of the City Manager's Office, and arrangements for payment will be provided by the City. The City may wish to obtain items from the Store. The Chamber will invoice the items to the City Manager's Office, including sales tax.

If the City Store closes, the City will receive the upfront costs authorized by Council and approved by the City Manager or the remainder of the merchandise in the City Store, or a combination of the funds and merchandise.

SANTA CLARA CONVENTION-VISITORS BUREAU
CONVENTION SALES, MARKETING AND SERVICES
2017-2018 Program Summary

The Santa Clara Convention and Visitors Bureau's (CVB) mission is to market and sell the city of Santa Clara as an overnight destination for the economic benefit of the community and to service incoming visitors and delegates.

The vision of the CVB is to position Santa Clara as the premier Silicon Valley experience and destination for entertainment, sports, leisure, and business events.

The goal of the CVB is to increase City revenues by increasing visitor and convention spending in hotels, the Convention Center, visitor attractions, restaurants, and other businesses in the city as measured by hotel occupancy tax, tourism improvement assessment and retail tax revenues.

Group and Convention Center Sales & Marketing Targeted Areas:

- Local, state, regional, national & international corporate, association and SMERF (social, military, educational, religious, fraternal) and sports groups with emphasis on state and regional
- Convention center and hotel in-house corporate mid-week business that will pay the mid-week hotel room rates
- City-wide groups
- Short term hotel in-house and convention center groups
- Groups that meet over "need periods" (holidays and weekends in June, July, August, November & December)

Group and Convention Center Sales & Marketing Programs:

- Researching and prospecting new client opportunities
- Performing sales calls and city bid presentations to prospective businesses & organizations Conducting city site inspections showcasing the City of Santa Clara, hotels, convention center, stadium, entertainment & attraction venues, and local businesses
- Exhibiting in key tradeshows, attending industry related meetings and sponsoring special industry related events
- Implementing direct mail, e-marketing/social media and e-blasts
- Advertising in key trade publications, newsletters, directories and social media platforms

Convention Sales & Marketing Materials:

- Sales Kits and Promotional Materials
- Special Events / Promo's / E-marketing/Newsletters
- Exhibit Booths & Quick Screens, Sales Videos
- Internet: SantaClara.org & SiliconValleymeetings.com & SantaClaraConventionCenter.com
- Print & Online Advertising Placements

Memberships:

- ASAE- American Society of Association Executives
- CalSAE - California Society of Association Executives
- MPI - Meeting Professionals International
- NCCMPI - Northern California Chapter of Meeting Professionals International
- MPISSN - Sacramento -Nevada Chapter of Meeting Professionals International
- IAEE - International Association of Expositions & Events
- HSMAI - Hospitality Sales & Marketing Association International
- SVBTA – Silicon Valley Business Travel Association – Association & Corporate
- RCMA – Religious Conference Management Association
- SFTravel –Association
- DMAI – Destination Marketing Association International

Involvement in industry chapter meetings, trade shows, luncheons and sponsorships:
(All markets)

- ASAE – American Society of Association Executives Tradeshow
- CalSAE- California Society of Association Executives Seasonal Spectacular Tradeshow

  Elevate Tradeshow – Spring Show (SMERF & Association Markets)
- Smart Meetings - Reverse trade show- (All markets)
- MPI - Meeting Professionals International
  - MPI – World Educational Conference International
  - MPI Northern California Chapter
  - MPI Sacramento-Nevada Chapter
- RCMA – Religious trade show/conference
- NASC – National Association of Sport Commissions – Sports trade show
- Connect Marketplace
  - Association Market trade show
  - Connect Sports – Sport trade show
  - Connect Corporate Tradeshow
- Connect CA – Corporate Market
- CEESE – Council of Engineering and Scientific Society Executives Tradeshow
- Destination California Tradeshow
- HSMAI National - Association Market trade show
- IMEX – International Meeting Exchange
- Cvent Connect – (all markets)

Sales Trips and Special Events:

- Monthly local/Bay Area corporate, sports, association and SMERF(social, military, educational, religious, sports and fraternal) groups sales calls/client luncheons/breaks/breakfasts
- Monthly state association/SMERF sales trips (Sacramento/Bay Area)
- Southern CA Sales Calls (All markets)
- Phoenix, Las Vegas, Omaha, Indianapolis, Toronto and Minneapolis Sales Calls – (All markets)
- Client Event with Convention Center, Levi's Stadium, and Great America

- Special Presentations/Luncheons to American Express, HPN, Intel, Helms Briscoe, Cappa & Graham and GP Johnson meeting planners
- Sales Mission with industry partners

E-blasts/Phone Blitz (all markets):

- Bi-annual phone blitz & e-blasts to entire data base
- Lost business (past 5 years) e-blast and phone blitz

Lead Generating Programs

- SantaClara.org
- SantaClaraConventionCenter.org
- SiliconValleyMeetings.com
- Summit RFP Campaign
- Digital Edge "Book a Meeting" Campaign
- Cvent

Group & Convention Center Advertising

We will continue to solicit business for Santa Clara and develop new ways of getting our message to meeting planners and their delegates by assessing all potential business, with special attention to the holidays, weekends, the months of June, July, August, November and December. Advertisements and trade shows in fiscal year 2017-2018 will be partially paid by the Tourism Improvement District.

GROUP & CONVENTION SERVICES
2017-2018 Program Summary

Acts as a Liaison between the client, city of Santa Clara and local businesses. Our Services division provides many excellent services to the meeting planner and delegate and connects them with our local industry partners whenever possible. Additionally, we support and assist the meeting planner and delegate with:

- Information & service material to groups with events taking place in Santa Clara
- Registration and Housing Services
- Visitor guides, literature on local attractions, outdoor fields in the area for sporting events, transportation options/rates, and service materials to convention definite groups
- Welcome letters from Mayor/City Official & assistance with obtaining a City Official/Mayor for opening/closing general sessions/other
- Pre-conference attendee promotions, site inspections, assistance with welcome signs sponsorship assistance, offsite event locations information and proposals, customized city maps, attendee websites & micro-sites, surveys, city permits road closures, props and decor assistance, photography and videotaping referrals, airport and local advertising assistance, community service events for attendees and keynote speaker referrals
- Meeting and crisis needs
- Local educational opportunities, volunteer recruitment opportunities & local vendor referrals
- Networking dine-around with Santa Clara restaurants

- Discount Coupon Program and upcoming Convention Poster Distribution to local shops and businesses
- List of medical services and hospitals in area for emergency
- Assists with prior/post conference delegate excursion packages
- Establish partnerships, maintain relationships and introduce client to local venues/establishments and services to create revenue for the city of Santa Clara from a client booking with respective venue
- Participate and assist LOC (Local Organization Committees) with large city-wide programs and more.

VISITOR MARKETING & COMMUNICATIONS
2017-2018 Program Summary

Visitor Marketing & Communications $403k:

Publications
- Official Visitors Guide Brochure
- Visit Santa Clara Rack Card
- Monthly CVB eNews

Memberships
- SYTA – Student & Youth Travel Association
- SVTGA – Silicon Valley Tour Guide Association
- SVCA – Silicon Valley Concierge Association
- NTA – National Tour Association
- U.S. Travel Association
- DMA West – Destination Marketing Association of the West
- DMAI – Destination Marketing Association International
- EPPNA – Employee Professional Programs Networking Association

Visitor Services
- Respond to written, telephone, and website consumer requests
- Fulfill brochure requests generated from advertising
- Share consumer requests with hotel community

Websites
- Department develops new content and manages three websites:

SantaClara.org, SantaClaraConventionCenter.org & SantaClaraSport.org. The websites are the #1 source for convention/meeting leads and also the primary promotional vehicle for marketing the destination

Social Media
- Manage numerous *Visit Santa Clara* social media channels (listed below) and also social media for the Santa Clara Convention Center and Santa Clara Sports Group
- Social Media channels include: Facebook, Twitter, YouTube, LinkedIn, Trip Advisor, Pinterest, Google +, and Instagram.

Advertising
- Produce print and electronic ads in-house
- Place advertising artwork with publications and electronic outlets
- Manage Tourism Improvement District (TID) advertising in lieu of ad agency

e-Communications
- Submit copy and photos and oversee production of convention and leisure eBlasts in conjunction with contracted e-Marketing company Destination Advantage. eBlasts are sent to an opt-in list of subscribers

Media Releases

- Write and distribute timely media releases to local and national media and convention and leisure travel trade

Santa Clara Sports Group (SCSG)

- Facilitate quarterly SCSG meetings among city's sports venues.
- Manage SCSG microsite and social media.

SANTA CLARA CONVENTION CENTER
Convention Center Sales, Marketing, Services and Operations

2017-2018 Program Summary

The Santa Clara Convention Center's (SCCC) mission is to maximize revenue and economic impact to the City of Santa Clara through meetings, conventions, special events and trade shows by successfully marketing the destination alongside the Santa Clara Convention-Visitor's Bureau. We are empowered, professional team members committed to providing quality facilities and first-class services.

The vision of the SCCC is "leading the way in service, quality, sustainability and innovation as a world class facility, in a world class City."

The goal of the SCCC is to maximize event bookings, while providing our guests with outstanding service, consistently exceeding expectations, and in a manner that secures future business and economic stability.

Convention Center Sales & Marketing Targeted Areas (Center & ARAMARK):

- Local, state, regional, national & international corporate, association and SMERF (social, military, educational, religious, fraternal) and sports groups
- Corporate, social, non-profit, religious business with **No Hotel Room Nights**
- Short term (Up to 18 months) business

Convention Center Sales & Marketing Responsibilities (Center & ARAMARK):

The Santa Clara Convention Center Sales & Marketing are facilitated by:

- Research prospecting new client opportunities
- Solicit new business within assigned market segments
- Ability to respond to requests for proposals (RFP's) and customers in a timely manner
- Solicit new business and cold calling to planners and companies for potential business leads
- Determine and recommend prospective customers by analyzing historical and other statistical information
- Participate/Exhibit with CVB in trade shows, conventions, and promotional events with the industry and customer organizations
- Performing sales calls, site inspections and presentations to prospective businesses & organizations showcasing the convention center
- Providing exemplary service to all events, delegates and visitors that meet in our convention center
- Within established parameters, quote and negotiate prices with customer representatives
- Upon closing, coordinate and follow up by Event Manager to ensure delivery of superior customer service
- Prepare booking sheets & other reports as needed
- Liaison between the convention center and our other exclusive preferred partners
- Provide a qualified list of business contacts, preferred vendors, and other services offered by the City of Santa Clara and Chamber of Commerce
- Establish our position in the competitive landscape through competitive analysis in order to grow market share through new business and retention efforts by creating loyalty

- Leverage market research, competitive intelligence and customer data to create strategic revenue driving programs and enhance our customer's experience

Convention Sales & Marketing Materials (Center & ARAMARK):

- Sales Kits and Promotional Materials
- Special Events / Promo's Website: *santaclara.org*

Memberships:

- MPI - Meeting Professionals International
  - NCCMPI - Northern California Chapter of Meeting Professionals International
  - IAVM - International Association of Venue Managers

Sales Meetings, Trips and Special Events (Center & ARAMARK):

- Monthly local/Bay Area corporate, association and SMERF (social, military, educational,
- religious, sports and fraternal groups/organizations) sales calls/client luncheons
- Monthly sales team meetings
- Plan and facilitated yearly Open House
- Set-Up various perspective client tours/luncheons

Lead Generating Programs

- *Santaclara.org/Santaclaraconventioncenter.org*
- Santa Clara Convention and Visitors Bureau

Convention Center Operations

- Event Management Team
- Administration Team
- Building Services Team
- Engineering Team
- Security Team
- Smart City/Telecom
- PSAV Audio Visual
- Aramark
  - Customize menus & Design
  - Executive Culinary team
  - Décor
  - Fine dinning
  - Flawless execution
  - Creativity and Inspiration for every event

Convention Center Partners:

- ARAMARK (Food/Beverage)
  - Outside Sales
  - Off Premise catering
  - Sustainable and environmentally-friendly practices

- PSAV (Audio/Visual)
  - Smart technology
  - Video production
  - Rigging
  - Expertise with concepts/ideas
  - Advanced technology
  - Single source representation
  - Graphic design
  - Scenic Elements

- Smart City Networks (Telecommunications)
  - High-speed internet
  - Dedicated internet access
  - Wifi for conventions/trade shows
  - Custom security solutions
  - Network design and engineering solutions

- Spot Focus (Digital Advertising)
  - Create custom display content
  - Interactive touch technology
  - Media stations
  - Indoor digital display systems
  - High profile LED signs
  - Real-time information streaming video

- ACE Parking (Parking Controls)
  - Garage Management
  - Parking enforcement
  - Valet services
  - Ground transportation assistance

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EXHIBIT "B"

AMOUNT OF CONTRIBUTION, TERMS OF PAYMENT & RESTRICTIONS

A. Amount of Contribution

Pursuant to the terms of this Agreement for services provided by the Recipient during the twelve month term of this Agreement, City shall pay Chamber said amount in twelve monthly payments as follows: one payment beginning July 1, 2017 in the amount of one hundred twenty one thousand eight hundred one dollars ($121,801) and eleven consecutive payments of one hundred twenty one thousand eight hundred dollars ($121,800) beginning August 1, 2017 through June 30, 2018, subject to budget appropriations.

B. Terms of Payment

In no event shall the sum of the City's payment under this Agreement exceed the sum of one million four hundred sixty one thousand six hundred one dollars ($1,461,601).

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CITY OF SANTA CLARA, CALIFORNIA

EXHIBIT "C"

INSURANCE COVERAGE 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, purchase 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. 12010-S2 Hemet, CA 92546-8010	or	151 North Lyon Avenue Hemet, CA 92543

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.

AGREEMENT FOR SERVICES
by and between the
CITY OF SANTA CLARA, CALIFORNIA
and
CONVENTION AND VISITORS BUREAU

EXHIBIT "D"
ETHICAL STANDARDS

Termination of Agreement for Certain Acts.

A. The City may, at its sole discretion, terminate this Agreement in the event any one or more of the following occurs:

1. If a Contractor[1] does any of the following:

   a. Is convicted[2] of operating a business in violation of any Federal, State or local law or regulation;

   b. Is convicted of a crime punishable as a felony involving dishonesty.[3]

   c. Is convicted of an offense involving dishonesty or is convicted of fraud or a criminal offense in connection with: (1) obtaining; (2) attempting to obtain; or (3) performing a public contract or subcontract;

   d. Is convicted of any offense which indicates a lack of business integrity or business honesty which seriously and directly affects the present responsibility of a City contractor or subcontractor; and/or,

   e. Made (or makes) any false statement(s) or representation(s) with respect to this Agreement.

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[1] For purposes of this Agreement, the word "Contractor" (whether a person or a legal entity) means any of the following: an owner or co-owner of a sole proprietorship; a person who controls or who has the power to control a business entity; a general partner of a partnership; a principal in a joint venture; or a primary corporate stockholder [i.e., a person who owns more than ten percent (10%) of the outstanding stock of a corporation] and who is active in the day to day operations of that corporation.

[2] For purposes of this Agreement, the words "convicted" or "conviction" mean a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere within the past five (5) years.

[3] As used herein, "dishonesty" includes, but is not limited to, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, failure to pay tax obligations, receiving stolen property, collusion or conspiracy.

2. If fraudulent, criminal, or other seriously improper conduct of any officer, director, shareholder, partner, employee, or other individual associated with the contractor can be imputed to the contractor when the conduct occurred in connection with the individual's performance of duties for or on behalf of the Contractor, with the Contractor's knowledge, approval or acquiescence, the contractor's acceptance of the benefits derived from the conduct shall be evidence of such knowledge, approval, or acquiescence.

B. The City may also terminate this Agreement in the event any one or more of the following occurs:

1. If the City determines that Contractor no longer has the financial capability[4] or business experience[5] to perform the terms of, or operate under, this Agreement; or

2. If the City determines that the Contractor fails to submit information, or submits false information, which is required to perform or be awarded a contract with City, including, but not limited to, contractor's failure to maintain a required state issued license, failure to obtain a City business license (if applicable), or failure to purchase and maintain bonds and/or insurance policies required under this Agreement.

B. In the event a prospective Contractor (or bidder) is ruled ineligible (debarred) to participate in a contract award process, or a contract is terminated pursuant to the these provisions, Contractor may appeal the City action to the City Council by filing a written request with the City Clerk to have the matter heard within ten (10) days of the notice given by the City. The matter will be heard within thirty (30) days of the filing of the appeal request with the City Clerk. The Contractor will have the burden of proof on the appeal. The Contractor shall have the opportunity to present evidence, both oral and documentary, and argument.

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[4] Contractor becomes insolvent, transfers assets in fraud of creditors, makes an assignment for the benefit of creditors, files a petition under any section or chapter of the federal Bankruptcy Code [11 U.S.C.], as amended, or under any similar law or statute of the United States or any state thereof, is adjudged bankrupt or insolvent in proceedings under such laws, or a receiver or trustee is appointed for all or substantially all of the assets of Contractor.

[5] Loss of personnel deemed essential by the City for the successful performance of the obligations of the Contractor to the City.

AGREEMENT FOR SERVICES
by and between the
CITY OF SANTA CLARA, CALIFORNIA
and
CONVENTION AND VISITORS BUREAU

EXHIBIT "E"
AFFIDAVIT OF COMPLIANCE WITH ETHICAL STANDARDS

I, Paul Dines, being first duly sworn, depose and state I am Chairman of the Board of Directors of Santa Clara Chamber of Commerce Inc. dba Santa Clara Chamber of Commerce Convention-Visitors Bureau and I hereby state that I have read and understand the language, entitled "Ethical Standards" set forth in Exhibit C. I have the authority to make these representations on my own behalf or on behalf of the legal entity identified herein. I have examined appropriate business records, and I have made appropriate inquiry of those individuals potentially included within the definition of "Contractor" contained in Ethical Standards at footnote 1.

Based on my review of the appropriate documents and my good-faith review of the necessary inquiry responses, I hereby state that neither the business entity nor any individual(s) belonging to said "Contractor" category [i.e., owner or co-owner of a sole proprietorship, general partner, person who controls or has power to control a business entity, etc.] has been convicted of any one or more of the crimes identified in the Ethical Standards within the past five (5) years.

The above assertions are true and correct and are made under penalty of perjury under the laws of the State of California.

SANTA CLARA CHAMBER OF COMMERCE
d.b.a. SANTA CLARA CHAMBER OF COMMERCE
AND CONVENTION-VISITORS BUREAU
a California Non-profit Corporation

_____
Joe Siecinski
Chair of the Board

NOTARY'S ACKNOWLEDGMENT TO BE ATTACHED

Please execute the affidavit and attach a notary public's acknowledgment of execution of the affidavit by the signatory. If the affidavit is on behalf of a corporation, partnership, or other legal entity, the entity's complete legal name and the title of the person signing on behalf of the legal entity shall appear above. Written evidence of the authority of the person executing this affidavit on behalf of a corporation, partnership, joint venture, or any other legal entity, other than a sole proprietorship, shall be attached.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of SANTA CLARA)

On JUNE 22, 2017 before me, KATHY FLOOD,
Date *Here Insert Name and Title of the Officer*

personally appeared JOSEPH SIECINSKI
Name(s) of Signer(s)

,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Kathy M Flood
Signature of Notary Public

ABP1 KATHY M. FLOOD
Comm. No. 2174643
NOTARY PUBLIC - CALIFORNIA
SANTA CLARA COUNTY
My Comm. Expires Dec. 4, 2020 ABP1

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: AFFIDAVIT OF COMPLIANCE Document Date: JUNE 22, 2017
Number of Pages: 1 Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

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