

**AMENDMENT NO. 3
TO THE AGREEMENT FOR SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
JONES LANG LASALLE AMERICAS, INC.**

PREAMBLE

This agreement (“Amendment No. 3”) is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Jones Lang LaSalle Americas Inc., a Maryland 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, dated January 5, 2017 (Agreement);
- B. The Agreement was previously amended by Amendment No. 1, dated April 25, 2017, Amendment No. 2, dated Mary 6, 2019, and is again amended by this Amendment No. 3. The Agreement and all previous amendments are collectively referred to herein as the “Agreement as Amended”; and
- C. The Parties entered into the Agreement as Amended for the purpose of having Contractor provide project immersions, operational model research benchmarking, report/presentation, stakeholder engagement, stakeholder development plane for new operation model for the Santa Clara Convention Center and Convention Visitors Bureau, support for the City’s Request for Proposal (RFP) for Convention Center, CVB management and operations, interface with the City and selected service provider on the creation of the new destination marketing organization (DMO) and provide transition support to ensure smooth transition to the new SCCC and DMO, and the Parties now wish to amend the Agreement as Amended to extend the term of the Agreement, to increase the amount of the Agreement by One Hundred Ninety-Four Thousand Five Hundred Dollars (\$194,500), and to provide for the continued development of the DMO, including assisting with the recruitment and hiring of an executive director for the new DMO.

NOW, THEREFORE, the Parties agree as follows:

AMENDMENT TERMS AND CONDITIONS

The Parties acknowledge and accept the terms and conditions of this Amendment No. 3 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”

JONES LANG LASALLE AMERICAS, INC.
a Maryland corporation

Dated: _____

By (Signature): _____

Name: Dan Fenton

Title: Executive Vice President

Principal Place of Business Address: 1 Front Street, #1100

San Francisco, CA 94111

Email Address: dan.fenton@am.jll.com

Telephone: (831) 298-7215

Fax: (312) 288-4401

“CONTRACTOR”

EXHIBIT A-3

SCOPE OF SERVICES

JLL shall work under the direction of the City Manager to perform the following services:

1. Ongoing CVB Development

- 1.1. Develop Metrics - JLL shall develop and gain approval on new metrics for the organization's success. These metrics will support transparency and clarity around the direction and mission of the new organization.
- 1.2. Develop Goals - JLL shall develop and propose the first-year goals as well as five-year goals for the new entity. JLL shall engage key stakeholders in this process to gain consensus. This will include the key metrics and direction from the initial phase of this process.
- 1.3. Draft and Approve Contract - JLL shall develop the contract with the City and the new entity sales and marketing of the SCCC and overall tourism efforts for the City of Santa Clara. JLL shall ensure that the new organization has a contract that works for the City and creates an overall alignment of direction.
- 1.4. Finalize Staffing Plan - JLL shall finalize a staffing plan based on the initial development work in 2019. The final staffing plan will have positions with market focus, compensation and incentive plans and position descriptions. JLL's staffing plan shall also include a recommended number of total staff positions.
- 1.5. Finalize Budget - JLL shall develop and finalize a singular budget based on available funding and alignment with objectives previously determined. JLL shall prepare a line item budget with allocations for personnel, sales, marketing, administration and other key needs.
- 1.6. Recruit and Hire Executive Director - JLL shall support the search process. JLL shall partner with a subcontractor in this effort to source and recommend top candidates. JLL shall review candidates in conjunction with the board members and City and give recommendations to support a successful transition into the new organization's leadership.
- 1.7. Develop Marketing Plan - JLL shall develop the initial marketing plan for the CVB in conjunction with the new Executive Director and Board. This will include how the CVB should allocate marketing funding.
- 1.8. Hire Staff - JLL shall work with the Executive Director to support the hiring and recruiting process. JLL shall work with the City approved Staffing Plan, mentioned above, to ensure all existing employees are handled appropriately regardless of their role in the new entity.

1.9. Provide Functional Organization Support and Guidance - JLL shall perform other duties as needed to support the successful development and implementation of the new CVB. We will act as an overall advisor in this effort.

2. Transition Support

2.1. JLL shall provide support on behalf of the City to ensure a smooth transition for both the SCCC and the new CVB. JLL shall work with the center operator and new CVB to develop a "transition checklist" that encompasses all aspect of developing a seamless and effective operation.

2.2. Initial oversight of both Operator Contract and CVB Contract - JLL shall develop templates for reports with key metrics and implement these reports and analysis with the city contract administrator to ensure effective oversight of both contracts.

3. City Representation and Asset Management Recommendations

3.1. JLL shall continue to represent the City's interest in supporting both the CVB and SCCC operations. JLL shall work with leadership at both entities to provide monthly reporting and make recommendations for how the City should proceed on any issues that arise.

3.2. JLL shall review, and report back to the City on a monthly basis, on specific convention center performance measures. This would include financial performance, reviewing the operators profit and loss statement, reviewing the food and beverage provider's financial reports.

3.3. JLL shall conduct an operational assessment at the midway and year-end points of the 2020 calendar year and provide a summary report to the City as it relates to operational standards, service levels and overall convention center operational performance.

3.4. JLL shall provide a summary report at the midway and year-end points on the CVB's progress, success measures and pace for future goals.

4. Team

4.1. JLL Executive Vice President Dan Fenton shall lead the overall engagement and be ultimately responsible for service delivery. Mr. Fenton will be assisted by appropriate members of the JLL team based on the expertise required.

EXHIBIT B-3

SCHEDULE OF FEES

The maximum compensation of this Agreement is Five-Hundred Forty-Nine Thousand Dollars (\$549,000), subject to budget appropriations, which includes all payment 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 the Contractor's expense. Contractor shall not be entitled to any payment above the maximum compensation under any circumstance.

Description	Amount
Professional Fees – Billed at \$12,500 monthly	\$492,000
Executive Director Search – Billed in two installments of \$15,000 per installment when the search begins and a third installment of \$10,000 once the search is completed.	\$40,000
Executive Director Travel Expenses – City shall reimburse Contractor up to this amount for travel related expenses incurred by finalist candidates as required to the extent that they comply with the City's travel policy. Each invoice submitted shall include reasonable supporting documentation evidencing the Contractor incurred the invoiced expense.	\$7,000
JLL Travel Expenses – City shall reimburse Contractor for travel expenses up to this amount related to Bethanie DeRose's travel as required for specific Board meetings in 2020 and to the extent that they comply with the City's travel policy. Each invoice submitted shall include reasonable supporting documentation evidencing JLL incurred the invoiced expense.	\$10,000
TOTAL	\$549,000