

**AMENDMENT NO. 2
TO THE AGREEMENT FOR SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
JONES LANG LASALLE AMERICAS, INC.**

PREAMBLE

This agreement (“Amendment No. 2”) 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 (the “Original Agreement”);
- B. The Original Agreement was previously amended by Amendment No. 1, dated April 25, 2017, and is again amended by this Amendment No. 2. The Original Agreement and all previous amendments are collectively referred to herein as the “Original Agreement as Amended”; and
- C. The Parties entered into the Original Agreement as Amended for the purpose of having Contractor provide project immersion, operational model research benchmarking, reports/presentation, stakeholder engagement, and stakeholder development plan for a new operation model for the Santa Clara Convention Center and Convention Visitors Bureau, and the Parties now wish to amend the Original Agreement as Amended to finalize and support the City’s Request for Proposal (RFP) for Convention Center and CVB management and operations, interface with City and selected service provider on the creation of “Visit Santa Clara” and provide transition support to ensure smooth transition to the new SCCC and CVB service provider.

The Parties agree as follows:

AGREEMENT TERMS AND CONDITIONS

1. AMENDMENT TERMS AND CONDITIONS

That the Section titled “Agreement Provisions” of the Original Agreement as Amended, is hereby amended by deleting the existing Section, “Term of Agreement”, and Sections A-1 and B-1 and replacing them as below and with Sections A-2 and B-2.

Other terms of the Original Agreement as Amended which are not in conflict with the provisions of this Amendment No. 2 shall remain unchanged in full force and effect. In case of a conflict in the terms of the Original Agreement as Amended and this Amendment No. 2, the provisions of this Amendment No. 2 shall control.

TERM OF AGREEMENT

Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by written amendment to this Agreement, the term of this Agreement shall begin on the effective date of this Agreement and terminate on January 31, 2020.

2. COUNTERPARTS

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

The Parties acknowledge and accept the terms and conditions of this Amendment No. 2 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.
Corporation

Dated: 01/30/2019

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”

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EXHIBIT A-2

1. SCOPE OF SERVICES

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

1. Finalize RFP Process

- a. Prepare and Finalize SCCC and SCCVB priorities
 - i. JLL will incorporate the priorities that have been developed for the SCCC and SCCVB by and for City Council.
- b. Review and Coordinate Responses
 - i. JLL will review responses and support the review committee in developing an objective approach to determining the outcome.
- c. Facilitate the interviews and committee deliberation
 - i. JLL will facilitate the interview process to provide information and industry information in support of the selection committee.
- d. Development of City Contract with Selected Firm
 - i. JLL will support the development of the contact with the selected provider and the city. The contract will be developed with a high level of accountability and transparency in reporting.

2. Interface with City & TBID on the Creation of “Visit Santa Clara”

- a. Draft Mission and Vision Statement - JLL will draft a mission and vision statement for the new entity to ensure all operations, functionality and aspirational components are included for success.
- b. Nominate and Approve Board – JLL will develop an approach to create the Board of Directors for the new organization. This will include determining required criteria for board members as well as overall makeup.
- c. Draft Bylaws - JLL will work with the City, TBID and legal counsel to develop bylaws that are in line with effective governance and clearly state the focused mission of the organization for decision making purposes.
- d. Develop Metrics - JLL will 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.
- e. Develop Goals - JLL will develop and propose the first-year goals as well as five-year goals for the new entity. JLL will engage key stakeholders in this process to gain consensus. This will include the key metrics and direction from the initial phase of this process.
- f. Draft and Approve Contract - JLL will 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 will ensure that the new organization has a contract that works for the City and creates an overall alignment of direction.

- g. Develop Staffing Plan - JLL will develop a staffing plan with market focus, compensation and incentive plans and position descriptions. JLL's staffing plan will also include a recommended number of total staff positions.
- h. Develop and Finalize Budget - JLL will develop a singular budget based on available funding and alignment with objectives previously determined. JLL will prepare a line item budget with allocations for personnel, sales, marketing, administration and other key needs.
- i. Hire Executive Director* - As an additional service, JLL may develop the job description and support the search process; partner with a subcontractor to source and recommend top candidates; review candidates in conjunction with the board members and City and give recommendations to support a successful transition into the new organization's leadership.
- j. Develop Marketing Plan - JLL will develop the initial marketing plan for the CVB in conjunction with the City and TID/CVB and Board. This will include how the CVB should allocate marketing funding.
- k. Hire Staff - JLL will work with the Executive Director to support the hiring and recruiting process. JLL will work with the City approved Staffing Plan, mentioned above, to ensure any existing employees are handled appropriately regardless of their role in the new entity.
- l. Provide Functional Organization Support and Guidance - JLL will 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.

3. Transition Support

- a. JLL will provide support on behalf of the City to ensure a smooth transition for both the SCCC and the new CVB.
 - i. JLL will work with the chosen center operator and new CVB to develop a "transition checklist" that encompasses all aspect of developing a seamless and effective operation.
- b. Initial oversight of both Operator Contract and CVB Contract
 - i. JLL will 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.
 - ii. JLL will provide the City with tools to continue to monitor performance of both contracts to be used for the life of both respective agreements.

4. Determination of Overall Governance Structure

- a. JLL will work with the City to determine the most effective governance model for the SCCC and new CVB. JLL will create the needed administrative documents and support for the creation of a governing entity if that is deemed desirable.

2. TIMELINE

JLL believes beginning in December 2018 concluding January 2020 will be required to complete the scope above.

3. TEAM

JLL Executive Vice President Dan Fenton will 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.

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EXHIBIT B-2

JLL professional fees shall not exceed a total of \$354,500 plus applicable expenses, subject to budget appropriations.

JLL shall invoice City in 14 monthly amounts of \$12,500.

*Additional compensation for the Executive Recruitment subcontractor in item 2.k. will be established at the time of the recruitment, not to exceed \$40,000.