

**AGREEMENT FOR THE PERFORMANCE OF SERVICES  
BY AND BETWEEN THE  
CITY OF SANTA CLARA, CALIFORNIA,  
AND  
ROTARY INTERNATIONAL OF SANTA CLARA**

**PREAMBLE**

This agreement for the performance of services ("Agreement") is made and entered into on this 23<sup>rd</sup> day of April, 2013, ("Effective Date") by and between Rotary International of Santa Clara, a California 501(c)4 Corporation, with its principal place of business located at P.O. Box 111, Santa Clara, California 95052-0111 ("Contractor"), and the City of Santa Clara, California, a chartered California municipal corporation with its primary business address at 1500 Warburton Avenue, Santa Clara, California 95050 ("City"). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

**RECITALS**

- A. On December 4, 2012 the City approved incorporation of the July 4<sup>th</sup> All-City Picnic event into the Rotary International of Santa Clara's 2<sup>nd</sup> annual Silicon Valley Barbecue Championships and the City's sponsorship of a joint event at Central Park on the last Friday and Saturday in June of each year with the goals of remaining fiscally responsible, promoting other City events and raising funds to support local charitable groups in the City of Santa Clara ; and
- B. City and Contractor desire to clearly describe the event program, to delineate areas of responsibility, to establish financial obligations, and to enumerate the professional and volunteer services to be secured to effectively support the event; and,
- C. The Parties have specified herein the terms and conditions under which the event program and associated services will be provided and paid for.

The Parties agree as follows:

**AGREEMENT PROVISIONS**

**1. EVENT DESCRIPTION.**

- A. As event co-sponsors, City and Contractor jointly agree that the event name is the "Silicon Valley Barbeque Championships and Santa Clara All-City Picnic" ("Event").
- B. The first Event will be held and open to the general public on Friday June 28 from 4 p.m. to 8 p.m., and on Saturday, June 29, 2013, from 11 a.m. to 8 p.m. at Santa Clara's Central Park ("Premises"). During the term of the Agreement, both parties will reserve the last Friday and Saturday of June each year for hosting the

Event. The City will reserve Premises for set up beginning on Wednesday afternoon before the Event and clean up on Sunday morning after the Event.

- C. The Event will initially host an estimated 15,000-20,000 attendees and include the following components: a sanctioned Kansas City Barbecue Society championship event (with food preparation & judging areas); designated beer/wine/beverage and glass sales/service booths; business sponsorships/booths; a car show; a carnival area; a food alley; an entertainment pavilion; designated parking areas; event support services; designated free speech area. The event will incorporate non-profit community groups and raise funds for local charities. The work to be performed in each of these Event components is more fully described in Exhibit A, entitled "Scope of Services." The plans and specifications for each component are incorporated into this Agreement by reference.
- D. The component areas of the Event will be indicated on an Event Map (Exhibit "F" Event Map) depicting the Premises. A draft Event Map will be reviewed annually by both Parties. The Event Map is subject to final review and approval by City.
- E. Each party will work within its own policies and procedures to approve appropriate uses of the Event name and logos and to not unreasonably withhold approval for promotional purposes.

## 2. OBLIGATIONS OF THE PARTIES

During the term of this Agreement, the each Party shall perform certain functions as follows:

### A. Contractor shall:

1. Coordinate all aspects of its use of the Premises with the City, through the City's Parks & Recreation Department and prior to implementing plans or taking unilateral action, request and obtain appropriate clarification in writing and any necessary permits or approvals, which will not be unreasonably withheld, consistent with federal, state and local City Codes, policies and practices; and,
2. Act as lead agency to administer the Silicon Valley Barbeque Championships (SVBBQC) portion of the Event including, but not limited to: maintaining event sanction; registering the professional and back yard teams; communicating with sanctioning organization and affiliated personnel; providing prize money; and all other aspects of the SVBBQC event; and,
3. Administer portions of the overall Event as delineated in Exhibit A, Scope of Services including: event beer/wine and glass sales/service booths; business sponsorship/booths; Event promotion & publicity; car show; general event financial sponsorship; Event shuttle from off site parking lots; and provision/payment for two bands for Event stage entertainment. Administration shall include: coordination and communication with City; participation in joint Event planning meetings; the preparation of Event plans, specifications, and contract documents; communication with BBQ teams; coordination with various governmental and non-governmental agencies; obtaining permits (Alcoholic Beverage Control, other permits as needed); obtain bids, award and administer agreements/contracts under areas of responsibility; recruit, supervise and control

Contractor's volunteers; and make payments to any sub-contractors hired by Contractor; and,

4. Perform all Services in a safe manner and in accordance with all federal, state and local operation and safety regulations and work with its members; employees, sub-contractors, volunteers, guests, patrons, or invitees to use the Premises in a safe, careful, and lawful manner, and use reasonable, best efforts not to allow any act to be done during the Event which will alter, mar, deface, or injure any part of the Premises, or other property provided by the City; and,
5. Furnish City with an Event budget and supporting financial statements itemizing all sources of revenues and expenditures, and any gifts and donations related to the Event no later than 3 months after the event each year;
6. Require contractors, business sponsors and SVBBQC participants to indemnify City, and to provide additional insurance where necessary.
7. Provide bodily injury insurance, property damage insurance and contractual liability coverage, during the performance of this Agreement. Such insurance coverage shall provide coverage amounts and endorsements as set forth in Exhibit C attached and incorporated by this reference.
8. Pay any applicable sales, possessory or other taxes.
9. Reimburse agreed City for any agreed upon expenditures as indicated in the paragraph titled "Financial Responsibilities" below.

B. City shall:

1. Collaborate with Contractor to support the Event in a fiscally responsible manner, managing and protecting the Premises and City's assets consistent with federal, state and local City Codes, policies and practices;
2. Act as lead agency through its Parks & Recreation Department for overall Event planning, set up, and take down, and managing the All-City Picnic portion of the Event including: the carnival area, food alley (non-profit organizations, commercial food vendors, and County Health Department/permits); Pavilion sound and entertainment including up to four bands; ATM services; portable toilets and wash stations; information booths; Premises parking lots, security and coordination with Police and Fire Departments; Event volunteer recruitment and supervision; coordination with other City Departments and public officials. Administration shall include: coordination and communication with Contractor; hosting and participation in joint monthly Event planning meetings; the preparation of Event plans, specifications, contract documents; recruitment, communication and supervision of Event volunteers; coordination with various governmental and non-governmental agencies; obtain permits; obtain bids; award contracts; administer contracts; provide Event security, communication, control and supervision services; and make payments to any sub-contractors hired by City.
3. Furnish Contractor with an Event Budget and supporting financial statements itemizing all sources of revenues and expenditures related to the Event no later than 3 months after the event each year; and,

4. Require contractors, business sponsors and participants to indemnify Contractor.

### 3. FINANCIAL RESPONSIBILITIES

- A. Contractor and City will jointly prepare a proposed Event budget on an annual basis indicating all revenues and expenditures anticipated in preparation for the next Event, (see Exhibit B, entitled "SAMPLE EVENT BUDGET" and incorporated by this reference. Contractor and City agree to discuss allocation of Event expenditures, sharing Event revenues, and a plan to assure City's cost recovery for sponsoring the Event and determine how Contractor and City financial obligations will be met. Following the first joint Event, a draft overall Event budget will be proposed by the Contractor to the City in October of each year of this Agreement. City will review and approval a final City Event budget consistent with City Council policy direction.
- B. Contractor shall be responsible for all revenues and expenditures including, but not limited to vendors and sub-contractors, in the following Event categories:
  1. Event barbeque competition sanction, competition judges, team registration, prizes;
  2. Beer/wine/glass vendors inventory & sales;
  3. Event printed program sponsors;
  4. Reimbursable City expenditures (booth rental/use by business sponsors, Event & BBQ sales; ice delivered to areas managed by Contractor; fees by non-City entities, signs used solely for Contractor areas);
  5. Promotion, publicity, printing, Event programs;
  6. Car show;
  7. Off site parking shuttle, if established/contracted by Contractor;
  8. Entertainment by two (2) bands;
  9. Contractor's Event administration and support (non-City permits & fees);
  10. Hospitality area, if any;
  11. Rotary Foundation donation(s), if any;
  12. Cash supply and accounting for Event areas managed by Contractor;
  13. Applicable federal, state and local taxes; and
  14. Other miscellaneous expenses as agreed to in writing following execution of this Agreement.
- C. City shall be responsible for all revenues and expenditures including, but not limited to vendors and sub-contractors in the following Event categories:
  1. City Personnel (including reasonable staff wages for Event set-up, implementation, take down, advance planning & coordination, volunteer recruitment/coordination);

2. Sound & Entertainment (Pavilion sound equipment/management, talent, & band contracts, carnival contract, ASCAP & SESAC License Fees), except bands committed by Contractor or contractor's sponsors;

3. Event Administration and Support (private security contract, booth rental contract, portable toilet contract, ATM service contract, ice contract, communication contract, facilities/CRC, Premises parking lots; Off site parking lots and shuttle, if established/contracted by City; Police Department services, Fire Department services; portable generator/light stands, lake cleaning, City fee permits); and,

4. Cash supply and accounting for Event areas managed by City;

5. Any miscellaneous expenses as agreed to in writing following execution of this Agreement.

D. Contractor will have access to Premises, CRC and CRC Parking lot at no charge.

E. Upon completion of Event clean up activities, City shall review Premises conditions with Contractor and submit an invoice for payment of reasonable City costs to repair damage to Premises caused by Contractor or its sub-contractor's and/or vendors. Contractor shall reimburse City within sixty (60) days of receipt of final billing.

#### **4. 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 on the Effective Date of this Agreement and terminate on October 31, 2018.

#### **5. MONITORING OF SERVICES.**

City may monitor the Services performed under this Agreement to determine whether Contractor's operation conforms to City policy and to the terms of this Agreement. City may also monitor the Services to be performed to determine whether financial operations are conducted in accord with applicable City, county, state, and federal requirements. If any action of Contractor constitutes a breach, City may terminate this Agreement pursuant to the provisions described herein.

#### **6. TERMINATION OF AGREEMENT.**

Either Party may terminate this Agreement without cause by giving the other Party written notice ("Notice of Termination") which clearly expresses that Party's intent to terminate the Agreement. Notice of Termination shall become effective no less than thirty (30) calendar days after a Party receives such notice. After either Party terminates the Agreement, Contractor shall discontinue further services as of the effective date of termination, and City shall pay Contractor for all Services satisfactorily performed up to such date.

**7. NO ASSIGNMENT OR SUBCONTRACTING OF AGREEMENT.**

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.

**8. 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.

**9. 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, however, to manage its employees in their performance of Services under this Agreement. Contractor is not authorized to bind City to any contracts or other obligations.

**10. NO PLEDGING OF CITY'S CREDIT.**

Under no circumstances shall Contractor have the authority or power to pledge the credit of City or incur any obligation in the name of City. Contractor shall save and hold harmless the City, its City Council, its officers, employees, boards and commissions for expenses arising out of any unauthorized pledges of City's credit by Contractor 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. 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.

**13. OWNERSHIP OF MATERIAL.**

All material, including information developed on computer(s), which shall include, but not be limited to, data, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports and other material developed, collected, prepared or caused to be prepared under this Agreement 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 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.

**14. 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 three (3) 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 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.

**15. CORRECTION OF SERVICES.**

Contractor agrees to correct any incomplete, inaccurate or defective Services at no further costs to City, when such defects are due to the negligence, errors or omissions of Contractor.

**16. FAIR EMPLOYMENT.**

Contractor 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.

**17. HOLD HARMLESS/INDEMNIFICATION.**

A. Neither Contractor nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by City under or in connection with any work, authority of jurisdiction delegated to City under this Agreement. It is also agreed that City shall fully indemnify and hold Contractor harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of anything

done or omitted to be done by City under or in connection with any work, authority or jurisdiction delegated to City under this Agreement.

- B. Neither City nor any officer or employee thereof, shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by Contractor under or in connection with any work, authority of jurisdiction delegated to Contractor under this Agreement. It is also agreed that Contractor shall fully indemnify and hold City harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of, anything done or omitted to be done by Contractor under or in connection with any work, authority or jurisdiction delegated to Contractor under this Agreement.

**18. INSURANCE REQUIREMENTS.**

During the term of this Agreement, and for any time period set forth in Exhibit C, "INSURANCE REQUIREMENTS" Contractor shall purchase and maintain in full force and effect, at no cost to City insurance policies with respect to employees and vehicles assigned to the Performance of Services under this Agreement with coverage amounts, required endorsements, certificates of insurance, and coverage verifications as defined in Exhibit C.

**19. AMENDMENTS.**

This Agreement may be amended only with the written consent of both Parties.

**20. INTEGRATED DOCUMENT.**

This Agreement represents the entire agreement between City and Contractor. No other understanding, agreements, conversations, or otherwise, with any representative of City prior to execution of this Agreement shall affect or modify any of the terms or obligations of this Agreement. Any verbal agreement shall be considered unofficial information and is not binding upon City.

**21. 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.

**22. 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.

**23. NOTICES.**

All notices to the Parties shall, unless otherwise requested in writing, be sent to City addressed as follows:



City of Santa Clara  
Attention: Parks & Recreation Department  
1500 Warburton Avenue  
Santa Clara, California 95050  
or by facsimile at (408) 260-9719

The City's operational contact for the Event is:  
Director of Parks & Recreation  
1500 Warburton Avenue  
Santa Clara CA 95050  
Office phone: 408-615-2260

And to Contractor addressed as follows:  
Rotary International Of Santa Clara  
P. O. Box 111  
Santa Clara, CA 95052  
or by facsimile at 408-448-6239

The Contractor's operational contact for the Event is:  
Joe Sweeney  
2682 Estella Drive  
Santa Clara, CA 95051  
Office phone: (408) 639-9210  
Fax: (408) 248-3143

If notice is sent via facsimile, a signed, hard copy of the material shall also be mailed. The workday the facsimile was sent shall control the date notice was deemed given if there is a facsimile machine generated document on the date of transmission. A facsimile transmitted after 1:00 p.m. on a Friday shall be deemed to have been transmitted on the following Monday.

**24. CAPTIONS.**

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

**25. LAW GOVERNING CONTRACT 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.

**26. DISPUTE RESOLUTION.**

A. Unless otherwise mutually agreed to by the Parties, any controversies between Contractor and City regarding the construction or application of this Agreement, and claims arising out of this Agreement or its breach, shall be submitted to

mediation within thirty (30) days of the written request of one Party after the service of that request on the other Party.

- B. The Parties may agree on one mediator. If they cannot agree on one mediator, the Party demanding mediation shall request the Superior Court of Santa Clara County to appoint a mediator. The mediation meeting shall not exceed one day (eight (8) hours). The Parties may agree to extend the time allowed for mediation under this Agreement.
- C. The costs of mediation shall be borne by the Parties equally.
- D. For any contract dispute, mediation under this section is a condition precedent to filing an action in any court. In the event of mediation which arises out of any dispute related to this Agreement, the Parties shall each pay their respective attorney's fees, expert witness costs and cost of suit, through mediation only. In the event of litigation, the prevailing party shall recover its reasonable costs of suit, expert's fees and attorney's fees.

**27. COMPLIANCE WITH ETHICAL STANDARDS.**

Contractor shall:

- A. Read Exhibit D, entitled "ETHICAL STANDARDS FOR CONTRACTORS SEEKING TO ENTER INTO AN AGREEMENT WITH THE CITY OF SANTA CLARA, CALIFORNIA"; and,
- B. Execute Exhibit E, entitled "AFFIDAVIT OF COMPLIANCE WITH ETHICAL STANDARDS."

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**28. CONFLICT OF INTERESTS.**

This Agreement does not prevent either Party from entering into similar agreements with other parties. To prevent a conflict 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.

The Parties acknowledge and accept the terms and conditions 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, CALIFORNIA**  
a chartered California municipal corporation

APPROVED AS TO FORM:

*for* Sindsay Beavers  
RICHARD E. NOSKY, JR.  
City Attorney

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

ATTEST:  
[Signature]  
ROD DIRIDON, JR.  
City Clerk

“CITY”

**ROTARY INTERNATIONAL OF SANTA CLARA**  
**A CALIFORNIA 501(C)4 CORPORATION**

By: [Signature]  
(Signature of Person executing the Agreement on behalf of Contractor)  
Name: Joseph Sweeney  
Title: BBQ Event Manager  
Local Address: P. O. Box 111  
Santa Clara, CA 95052  
Telephone 408-639-9210  
Fax: 408-248-3143

“CONTRACTOR”

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**EXHIBIT A**

**SCOPE OF SERVICES**

<u>Day</u>	<u>Time</u>		<u>Location</u>	<u>Responsible Party</u>
Wednesday	8-10am	Mowing	Central Park	City
Wednesday	12pm-5PM	Mark irrigation valves/Parking area	Ballfield	City
Wednesday	12pm-5PM	Mark BBQ Area with chalk lines	Ballfield	Rotary
Wednesday	12pm-5PM	Mark Park locations for Car show, KidZone, Info, Free Speech	Park	City
Wednesday	12pm-5PM	Mark Sponsor/Business booths	Park	City
Wednesday	12pm-5PM	Mark Beer/Wine booths	Park	City
Wednesday	12pm-5PM	Mark West Lawn Kiely Car Show Area	Park	Rotary
Wednesday	12pm-5PM	Bike Watch set up	Park	City
Wednesday	12pm-5PM	Set up all barricades and Fencing	Park	City
<u>Day</u>	<u>Time</u>		<u>Location</u>	<u>Responsible Party</u>
Thursday	8am	Parks Set up - canopies tables and chair delivery	Park	City
Thursday	TBD	A& R Booth Rental set up	Park	City
Thursday	TBD	San Jose Ice Truck delivered	Park	City
Thursday	2:00 PM	Fun Services Equipment for KidZone delivered	Park	City
Thursday	TBD	Portable Toilets	Park	City
Thursday	TBD	ATMS delivered	Park	City
Thursday	8am-10am	Set up Auditorium	CRC	City
Thursday	TBD	ME Fox Truck load in	Ballfield	Rotary
Thursday	12pm to 5pm	BBQ Teams will arrive	Ballfield	Rotary
Thursday	8pm - 7am	C and C Security Arrives for night patrol	Park	City
<u>Day</u>	<u>Time</u>		<u>Location</u>	<u>Responsible Party</u>
Friday	7:00AM	Remainder of BBQ Teams Arrive	Ballfield	Rotary
Friday	10am-2pm	Food groups Load in and set up	Food Alley	City
Friday	8am-10am	Tables and Chairs delivered	Parks	City
Friday	12-2PM	Face Painting load in and set up	RJIT	City
Friday	TBD	South Bay Church craft booth load in and set up	SBD	City
Friday	2:00-3:30PM	Fire Dept vehicle load in	North Meadow	Fire

Friday	2:00-3:30PM	Police Dare Car load in	North Meadow	PD
Friday	2:00-3:30PM	Veterans Memorial Jeep load	North Meadow	Jim Lee
Friday	2:00-3:30PM	Car Show Participants arrive	East Meadow	Rotary
Friday	3:00PM	HAM Operators arrive	Info Booth	City
Friday	3:30PM	All Car Show Participants in for Friday	Meadow	Rotary
Friday	3:30PM	First band sets up - Cocktail Monkeys	Pavilion	City
Friday	4:00PM	Event Opens / First band plays	Pavilion	City
Friday	4:00PM	KidZone opens, Beer and Wine Sales begin, Food Alley opens	3 BW booths	City
Friday	5:00-7:00PM	Cooks and Judges Meet in Auditorium	CRC	City
Friday	5:30PM	First band finishes - Cocktail Monkeys	Pavilion	City
Friday	5:30 - 6PM	Second band sets up - Metal Shop	Pavilion	City
Friday	6:00PM - 8:00	Second Band Plays - Metal Shop	Pavilion	City
Friday	7:00PM	Car Show Participants begin to leave	Meadow	Rotary
Friday	8:00PM	Last Pour - end Beer and Wine sales	3 Booths	Rotary
Friday	8pm - 7am	C and C Security Arrives for night patrol	Park	City
Friday	8:00PM	Second band finishes / Event Closes	Pavilion	City
<u>Day</u>	<u>Time</u>		<u>Location</u>	<u>Responsible Party</u>
Saturday	9:00 AM	Car Show Participants arrive near Lake	Meadow	Rotary
Saturday	9:30AM	Car Show Participants arrive near Kiely area	West Lawn via service road	Rotary
Saturday	10:00AM	Car Show area near lake stops accepting participants	Meadow	Rotary
Saturday	10:00AM	Car Show area near Kiely stops accepting participants	West Lawn	Rotary
Saturday	10:00AM	Judges arrive	CRC	City
Saturday	11:00-11:30AM	City has stage for opening ceremony	Pavilion	City
Saturday	11:00-11:30	Band one sets up (Rotary)	Pavilion	Rotary
Saturday	11:00AM	KidZone opens, Beer and Wine Sales begin, Food Alley opens	5 BW booths	City/Rotary
Saturday	11:00AM	Opening Ceremony ends	Pavilion	City
Saturday	11:30AM-1PM	Band one begins (Rotary)	Pavilion	Rotary
Saturday	12:00PM	KCBS Judging Begins	Auditorium	Rotary
Saturday	1:00PM	Band one ends	Pavilion	Rotary
Saturday		Interview with Mayor	Pavilion	Rotary
Saturday	1:00-1:30PM	Band two sets up (KRTY Band)	Pavilion	Rotary
Saturday	1:30PM	Interview with Mayor ends	Pavilion	Rotary
Saturday	1:30-3:00	Band two begins (KRTY Band)	Pavilion	Rotary
Saturday	2:00PM	KCBS Judging Ends	Auditorium	Rotary
Saturday	2:00 PM	Car Show participants begin to leave Kiely area	West Lawn via service road	Rotary
Saturday	3:00 PM	Band two ends (KRTY Band)	Pavilion	Rotary
Saturday		Interview with City Officials	Pavilion	Rotary

Saturday	3:00-4pm	Announcements and Awards	Pavilion	KRTY MC
Saturday	3:30-4PM	Band three sets up	Pavilion	City
Saturday	4:00 PM	KCBS Awards Ceremony Ends	Pavilion	KRTY MC
Saturday	4:00PM	Band three begins - Rodeo House	Pavilion	City
Saturday	5:30PM	Band three ends	Pavilion	City
Saturday	5:30-6PM	Band four setup	Pavilion	City
Saturday	6:00PM	Band four begins - California Cowboys	Pavilion	City
Saturday	7:00PM	Car Show participants begin to leave lake area	Meadow	Rotary
Saturday		Beer sales end	5 booths	Rotary
Saturday	8:00PM	Band four ends	Pavilion	City
Saturday	8:00PM	Event Ends		Rotary
Saturday	8:00-10:30PM	Park Clean up		City

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**EXHIBIT B**

**SAMPLE EVENT BUDGET-Rotary**

CATEGORY	ITEM DESCRIPTION	QTY	\$	TOTAL \$+, (-)
1. Barbeque Competition				
2. Beer/wine/glass				
3. Event Sponsors				
4. Reimbursable City expenditures				
5. Promotion, publicity				
6. Car show				
7. Off site parking shuttle				
8 Entertainment by Sponsors				
9. Event administration				
10. Hospitality Area				
11. Foundation Donations				
12. Taxes (Fed, State, local)				
13. Contingencies/Misc.				
	<b>Total</b>			

## SAMPLE EVENT BUDGET-City

CATEGORY	ITEM DESCRIPTION	QTY	\$	TOTAL \$+, (-)
1. City Personnel	Staff wages for Event set-up, implementation, take down, advance planning & coordination, volunteer recruitment/coordination			
2. Sound & Entertainment	Pavilion sound equipment/management talent, & band contracts Carnival contract			
3. Event Administration and Support	Private security contract,  Booth rental contract Portable toilet contract ATM service contract  Ice contract Communication contract  Portable generator/light stands Police and Fire Department Services  Premises parking lots			
4. Miscellaneous				
	<b>Total</b>			



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ROTARY CLUB OF SANTA CLARA**

**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 purchase 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:

\$2,000,000 Each occurrence  
\$2,000,000 General aggregate  
\$2,000,000 Products/Completed Operations aggregate  
\$2,000,000 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.



**AGREEMENT FOR THE PERFORMANCE OF SERVICES  
BY AND BETWEEN THE  
CITY OF SANTA CLARA, CALIFORNIA  
AND  
ROTARY CLUB OF SANTA CLARA**

**EXHIBIT D**

**ETHICAL STANDARDS FOR CONTRACTORS SEEKING TO ENTER INTO  
AN AGREEMENT WITH THE CITY OF SANTA CLARA, CALIFORNIA**

**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<sup>1</sup> does any of the following:
    - a. Is convicted<sup>2</sup> 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<sup>3</sup>;
    - 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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<sup>1</sup> For purposes of this Agreement, the word "Consultant" (whether a person or a legal entity) also refers to "Contractor" and 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.

<sup>2</sup> 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.

<sup>3</sup> 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. The City determines that Contractor no longer has the financial capability<sup>4</sup> or business experience<sup>5</sup> to perform the terms of, or operate under, this Agreement; or,
2. If 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.

C. 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 these provisions, Contractor may appeal the City's action to the City Council by filing a written request with the City Clerk within ten (10) days of the notice given by City to have the matter heard. 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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<sup>4</sup> 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.

<sup>5</sup> Loss of personnel deemed essential by the City for the successful performance of the obligations of the Contractor to the City.

**AGREEMENT FOR THE PERFORMANCE OF SERVICES  
BY AND BETWEEN THE  
CITY OF SANTA CLARA, CALIFORNIA  
AND  
ROTARY CLUB OF SANTA CLARA**

**EXHIBIT E**

**AFFIDAVIT OF COMPLIANCE WITH ETHICAL STANDARDS**

I hereby state that I have read and understand the language, entitled "Ethical Standards" set forth in Exhibit D. 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.

Rotary International of Santa Clara

A CALIFORNIA 501(c)4 Corporation

By: \_\_\_\_\_

  
Signature of Authorized Person or Representative

Name: Joseph Sweeney

Title: BBQ Event Manager

**NOTARY'S ACKNOWLEDGMENT TO BE ATTACHED**

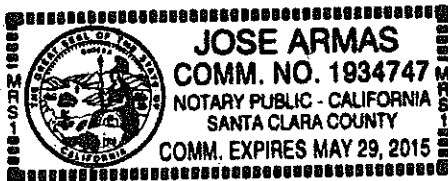
Please execute the affidavit and attach a notary public's acknowledgment of execution of the affidavit by the signatory. If the affidavit is on behalf of a corporation, partnership, or other legal entity, the entity's complete legal name and the title of the person signing on behalf of the legal entity 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

STATE OF CALIFORNIA  
COUNTY OF SANTA CLARA } SS

On April 17, 2013, before me, Jose Armas, a Notary Public in and for said County and State, personally appeared Joseph Sweeney, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person 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.

A handwritten signature of Jose Armas in black ink, written over a horizontal line.

NOTARY PUBLIC, STATE OF CALIFORNIA

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED BELOW:  
Agreement for the Performance of Services with Rotary International of Santa Clara



