

RESPONSE TO COUNCIL QUESTIONS RE: 1/14/20 CITY COUNCIL AGENDA

Agenda Item #: 2.O (20-1465)

Action on Amendment No. 3 to the Agreement with Jones Lang LaSalle Americas, Inc. for Consulting Services Related to Santa Clara Convention Center and Destination Marketing Organization and Related Budget Amendment

Council Question: Can you please get me copies of the agreement dated January 5, 2017 and also the Amendments #1 and #2 with JLL.

- The Parties previously entered into an agreement entitled “**Agreement for the Performance of Services, dated January 5, 2017** (Agreement);
- The Agreement was previously amended by **Amendment No. 1, dated April 25, 2017, Amendment No. 2, dated May 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”;

Staff Response: Please see attached agreements.

Agenda Item: City Manager/Executive Director Report (20-42)

Update on City Council and Stadium Authority Staff Referrals

Council Question: On Page 4 of the action items for staff referrals there is item #3 on the Completed Staff Referrals which mentions letter written to KPMG on 11/22/2019, can you please provide a copy?

Staff Response: Please see attached letter.

Ebix Insurance No. S200003647

**AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
JONES LANG LASALLE AMERICAS, INC.**

PREAMBLE

This agreement for the performance of services ("Agreement") is by and between Jones Lang LaSalle Americas, Inc., a Maryland corporation, with its principal place of business located at 200 East Randolph Street, Chicago, Illinois 60601 ("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. City desires to secure professional services more fully described in this Agreement, at Exhibit A, entitled "Scope of Services";
- B. Contractor represents that it, and its subcontractors, if any, have the professional qualifications, expertise, necessary licenses and desire to provide certain goods and/or required services of the quality and type which meet objectives and requirements of City; and,
- C. The Parties have specified herein the terms and conditions under which such services will be provided and paid for.

The Parties agree as follows:

AGREEMENT PROVISIONS

1. SERVICES TO BE PROVIDED.

City employs Contractor to perform the services ("Services") more fully described in Exhibit A entitled, "SCOPE OF SERVICES." All of the exhibits referenced in this Agreement are attached and incorporated by this reference. Except as otherwise specified in this Agreement, Contractor shall furnish all necessary technical and professional services, including labor, material, equipment, transportation, supervision and expertise to satisfactorily complete the work required by City at his/her own risk and expense.

2. TERM OF AGREEMENT.

Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on the Effective Date of this Agreement and terminate on June 30, 2017.

3. QUALIFICATIONS OF CONTRACTOR - STANDARD OF WORKMANSHIP.

Contractor represents and maintains that it has the necessary expertise in the professional calling necessary to perform services, and its duties and obligations, expressed and implied, contained herein, and City expressly relies upon Contractor's representations regarding its skills and knowledge. Contractor shall perform such services and duties in conformance to and consistent with the professional standards of a specialist in the same discipline in the State of California.

The plans, designs, specifications, estimates, calculations, reports and other documents furnished under Exhibit A shall be of a quality acceptable to City. The criteria for acceptance of the work provided under this Agreement shall be a product of neat appearance, well organized, that is technically and grammatically correct, checked and having the maker and checker identified. The minimum standard of appearance, organization and content of the drawings shall be that used by City for similar projects.

4. 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.

5. WARRANTY.

Contractor expressly warrants that all materials and services covered by this Agreement shall be fit for the purpose intended, shall be free from defect, and shall conform to the specifications, requirements, and instructions upon which this Agreement is based. Contractor agrees to promptly replace or correct any incomplete, inaccurate, or defective Services at no further cost to City when defects are due to the negligence, errors or omissions of Contractor. If Contractor fails to promptly correct or replace materials or services, City may make corrections or replace materials or services and charge Contractor for the cost incurred by City.

6. PERFORMANCE OF SERVICES.

Contractor shall perform all requested services in an efficient and expeditious manner and shall work closely with and be guided by City. Contractor shall be as fully responsible to City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed by it. Contractor will perform all Services in a safe manner and in accordance with all federal, state and local operation and safety regulations.

7. BUSINESS TAX LICENSE REQUIRED.

Contractor must comply with Santa Clara City Code section 3.40.060, as that section may be amended from time to time or renumbered, which requires that any person who

transacts or carries on any business in the City of Santa Clara pay business license tax to the City. A business tax certificate may be obtained by completing the Business Tax Affidavit Form and paying the applicable fee at the Santa Clara City Hall Municipal Services Division.

8. RESPONSIBILITY OF CONTRACTOR.

Contractor shall be responsible for the professional quality, technical accuracy and coordination of the Services furnished by it under this Agreement. Neither City's review, acceptance, nor payments for any of the Services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement and Contractor shall be and remain liable to City in accordance with applicable law for all damages to City caused by Contractor negligent performance of any of the Services furnished under this Agreement.

Any acceptance by City of plans, specifications, construction contract documents, reports, diagrams, maps and other material prepared by Contractor shall not in any respect absolve Contractor from the responsibility Contractor has in accordance with customary standards of good professional practice in compliance with applicable federal, state, county, and/or municipal laws, ordinances, regulations, rules and orders.

9. COMPENSATION AND PAYMENT.

In consideration for Contractor's complete performance of Services, City shall pay Contractor for all materials provided and services rendered by Contractor at the rate per hour for labor and cost per unit for materials as outlined in Exhibit B, entitled "SCHEDULE OF FEES."

Contractor will bill City on a monthly basis for Services provided by Contractor during the preceding month, subject to verification by City. City will pay Contractor within thirty (30) days of City's receipt of invoice.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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. Notwithstanding any term in this Agreement to the contrary, Contractor shall retain all right, title, and interest in any and all intellectual property: (i) created by Contractor prior to this letter agreement, including (without limitation) Contractor's proprietary software programs and processes for providing services and (ii) created by Contractor during the term of this Agreement in the normal course of business for Contractor's clients generally.

18. 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.

19. 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.

20. 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.

21. HOLD HARMLESS/INDEMNIFICATION.

To the extent permitted by law, Contractor agrees to protect, defend, hold harmless and indemnify City, its City Council, commissions, officers, employees, volunteers and agents from and against any third party claim, injury, liability, loss, cost, and/or expense or damage, including all costs and reasonable attorney's fees in providing a defense to any claim arising therefrom, for which City shall become liable arising from Contractor's negligent, reckless or wrongful acts, errors, or omissions with respect to or in any way connected with the Services performed by Contractor pursuant to this Agreement.

22. INSURANCE REQUIREMENTS.

During the term of this Agreement, and for any time period set forth in Exhibit C, Contractor shall provide and maintain in full force and effect, at no cost to City insurance

policies 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.

23. AMENDMENTS.

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

24. 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.

25. 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.

26. 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.

27. NOTICES.

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

City of Santa Clara
Attention: City Manager's Office
1500 Warburton Avenue
Santa Clara, California 95050
or by facsimile at (408) 241-6771

And to Contractor addressed as follows:

Name: Jones Lang LaSalle Americas, Inc.
Address: 200 East Randolph Street
Chicago, Illinois 60601
or by facsimile at 312 416 9464

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.

28. 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.

29. 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.

30. 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.

31. 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."

32. AFFORDABLE CARE ACT OBLIGATIONS

To the extent Contractor is obligated to provide health insurance coverage to its employees pursuant to the Affordable Care Act ("Act") and/or any other similar federal or state law, Contractor warrants that it is meeting its obligations under the Act and will fully indemnify and hold harmless City for any penalties, fines, adverse rulings, or tax payments associated with Contractor's responsibilities under the Act.

33. 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.

34. LIMITATION OF LIABILITY.

Neither party shall be liable to the other for, and each party hereby waives any and all rights to claim against the other party, any special, indirect, incidental, consequential, punitive or exemplary damages in connection with this letter agreement, including, but not limited to, lost revenue or profits, even if a party has knowledge of the possibility of such damages; and in no event shall Contractor's liability to City hereunder exceed the fees paid to Contractor pursuant to this letter agreement.

35. USE OF WORK PRODUCT AND RELIANCE.

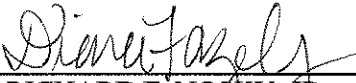
Possession of Contractor's report(s), or a copy thereof, does not carry with it the right of publication, except as required by the California Public Records Act. The data, documentation, and assumptions derived from information supplied by City, published information, prepared by Contractor in the regular course of its business, and other industry sources will not be independently verified by Contractor for purposes of this Agreement. Contractor will not be responsible for the accuracy of such data and information, and for any assumptions derived therefrom. The information furnished by others is believed to be reliable, but no warranty is given for its accuracy. However, Contractor's performance will be based on Contractor's professional evaluation of all such available sources of information. City acknowledges and agrees that there may be differences between projected and actual results because events and circumstances frequently do not occur as predicted, and those differences may be material and hereby releases Contractor from any claims or liability arising from these differences. Contractor is not obligated to predict future political, economic or social trends. Contractor assumes no responsibility for economic factors that may affect or alter the opinions in this report if said economic factors were not present as of the date of the letter of transmittal accompanying this report. The parties understand and agree that neither Contractor's fees nor the payment thereof by City is contingent upon the results, conclusions or recommendations provided by Contractor.

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; and, the Parties agree that signatures on this Agreement, including those transmitted by facsimile, shall be sufficient to bind the Parties.

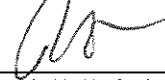
The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives. The Effective Date is the date that the final signatory executes the Agreement. It is the intent of the Parties that this Agreement shall become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

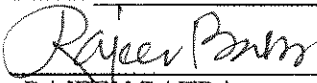
CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

APPROVED AS TO FORM:


RICHARD E. NOSKY, JR.
City Attorney

ATTEST:


ROD DIRIDON, JR.
City Clerk

Dated: 1. 5. 17

RAJEEV BATRA
Interim 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: 1-2-17
By: 
(Signature of Person executing the Agreement on behalf of Contractor)
Name: Jeff Sachs
Title: Managing Director
Local Address: 1 Front St #1100
San Francisco, CA 94111
Email Address: jeff.sachs@am.jll.com
Telephone: 831 298 7215
Fax: 312 288 4401

"CONTRACTOR"

**AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA
AND
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EXHIBIT A

SCOPE OF SERVICES

1. Project Immersion

Contractor will complete calls when needed with key stakeholders and the City Manager's office to receive ongoing input on operational model questions and concerns as deemed necessary by the Client.

2. Operational Model Research

Contractor will complete primary research on the prevalent model options for Convention and Visitors Bureaus (CVBs) and convention centers from across the country. These options will include but are not limited to public, private and authority models. Contractor will provide detail of each model and the pros and cons of each in their functionality with CVB and convention center operations.

3. Benchmarking

Contractor will research peer cities to provide examples of where the models are in place in other communities. Contractor will reach out directly to other destinations, if needed, to gain additional input. Contractor will identify examples of the model options in the deliverable presentation.

4. Report/Presentation

Contractor will prepare the research findings and model options and present a draft presentation to the City Manager's office. Contractor will finalize the findings and presentation after review for the Client to present the results at an upcoming City Council session.

Timing

Contractor will prepare the research and submit the deliverable by January 13, 2017.

Team

Contractor Executive Vice President Dan Fenton will lead the overall engagement and be ultimately responsible for service delivery. Bethanie Parker will serve as the project manager and will coordinate research efforts on a day to day basis. Mr. Fenton and Ms. Parker will be assisted by appropriate members of the Contractor team based on the expertise required.

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EXHIBIT B

SCHEDULE OF FEES

In no event shall the amount billed to City by Contractor for services under this Agreement exceed nine thousand five hundred dollars (\$9,500.00), subject to budget appropriations.

Consultant will invoice on the first week of the month for the previous month's work, based on a(n) hourly rate of two hundred and seventy-five dollars (\$275) per hour for direct billable working time and for billable travel time.

**AGREEMENT FOR THE PERFORMANCE OF SERVICES
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EXHIBIT C

INSURANCE REQUIREMENTS

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

B. BUSINESS AUTOMOBILE LIABILITY INSURANCE

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

C. WORKERS' COMPENSATION

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

deductibles indicated in this Agreement. Such insurance coverage shall be maintained with insurers, and under forms of policies, satisfactory to City and as described in this Agreement. Contractor shall file with the City all certificates 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. Box 100085 – S2 or 1 Ebix Way
Duluth, GA 30096 John's Creek, GA 30097

Telephone number: 951-766-2280
Fax number: 770-325-0409
Email address: ctsantaclara@ebix.com

II. 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.

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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 Contractor¹ does any of the following:
 - a. Is convicted² 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 dishonesty³;
 - 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.

¹ 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.

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. The City determines that Contractor no longer has the financial capability⁴ or business experience⁵ 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 provide 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.

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 THE PERFORMANCE OF SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA
AND
JONES LANG LASALLE AMERICAS, INC.**

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.

Jones Lang LaSalle Americas, Inc.

a corporation

By: _____

Signature of Authorized Person or Representative

Name: Jeff Sachs

Title: Managing Director

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.

Ebix Insurance No. S200003647

**AMENDMENT NO. 1
TO THE AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
JONES LANG LASALLE AMERICAS, INC.**

PREAMBLE

This agreement ("Amendment No. 1") is by and between Jones Lang LaSalle Americas, Inc., a Maryland corporation, with its principal place of business located at 200 East Randolph Street, Chicago, Illinois 60601 ("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 Amendment No.1."

RECITALS

- A. The Parties previously entered into an agreement entitled "Agreement for the Performance of Services by and between the City of Santa Clara, California, and Jones Lang LaSalle Americas, Inc.", dated January 5, 2017 (the "Original Agreement"); and
- B. The Parties entered into the Original Agreement for the purpose of having Contractor provide project immersion, operational model research, benchmarking, and reports/presentation, and the Parties now wish to amend the Original Agreement to include engagement of stakeholders and development plan for new operation model for Santa Clara Convention Center and Convention Visitor Bureau.

The Parties agree as follows:

AGREEMENT PROVISIONS

1. AMENDMENT PROVISIONS

That paragraph number two of the section titles "Agreement Provisions" of the Original Agreement, entitled "The Agreement for the Performance of Services by and between the City of Santa Clara, California, and Jones Lang LaSalle Americas, Inc." is hereby amended to read as follows

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 June 30, 2019.

2. AMENDMENT PROVISIONS

That Exhibit A and Exhibit B of the Original Agreement, entitled "Agreement for the Performance of Services by and between the City of Santa Clara, California, and Jones Lang LaSalle Americas, Inc." is hereby amended by adding to the existing Exhibit A and Exhibit B with the attached Exhibit A-1 and Exhibit B-1.

3. TERMS

All other terms of the Original Agreement which are not in conflict with the provisions of this Amendment No. 1 shall remain unchanged in full force and effect. In case of a conflict in the terms of the Original Agreement and this Amendment No. 1, the provisions of this Amendment No. 1 shall control.

4. COUNTERPART/FACSIMILE SIGNATURE

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; and, the Parties agree that signatures on this Agreement, including those transmitted by facsimile, shall be sufficient to bind the Parties.

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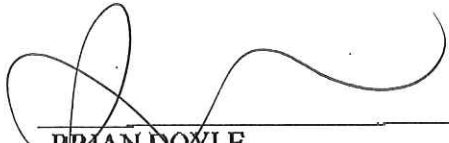
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The Parties acknowledge and accept the terms and conditions of this Amendment No. 1 as evidenced by the following signatures of their duly authorized representatives. The Effective Date is the date that the final signatory executes the Agreement. It is the intent of the Parties that this Amendment No. 1 shall become operative on the Effective Date.


CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

APPROVED AS TO FORM:

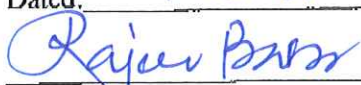


BRIAN DOYLE
Interim City Attorney

ATTEST:



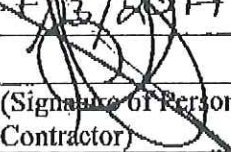
ROD DIRIDON, JR.
City Clerk

Dated: 4.25.17


RAJEEV BATRA
Interim 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: 4.13.17
By: _____
(Signature of Person executing the Agreement on behalf of Contractor)
Name: Daniel Fenton
Title: Executive Vice President
Local 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"

Ebix Insurance No. S200003647

**AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA
AND
JONES LANG LASALLE AMERICAS, INC.**

EXHIBIT A-1

SCOPE OF SERVICES

**PHASE ONE - INITIAL ENGAGEMENT OF STAKEHOLDERS &
RECOMMENDATION OF NEW MODEL:**

1. Contractor is committed to an inclusive process and will meet with industry stakeholders and facilitate initial sessions over a two or three-day period for public input on the model options. Contractor will present pros and cons for each model with the stakeholder groups to gain input and feedback.
2. Using the feedback gained from the stakeholder sessions, Contractor will utilize additional primary research relevant to model effectiveness and finalize the recommended direction for Santa Clara.
3. Contractor will advise the City of Santa Clara's awarded contractor for the Convention Center Building Assessment and recommend suggestions to the scope related to building functionality in addition to the core structural analysis and ensure the scope aligns with this process. Contractor will analyze the results and determine the implications for the future of the Convention Center. Contractor will confirm that the results of the Building Assessment and structure supports the recommended direction of marketability.
4. Contractor will present the final recommended direction to the designated City Council Committee and the full City Council for approval. This will include the recommended model and key considerations that will frame Phase Two for implementation and operational functionality. The City Council shall provide advice and recommendations to Contractor with respect to the final recommended direction.
5. Finalize Implementation Plan and Timeline - Contractor will finalize the key milestones to accomplish for a September 2018 date for full operation of a new CVB and Convention Center in Santa Clara. Those milestones will be reviewed and key dates for additional presentations to the City will be incorporated. The functional elements for implementation are included in Phase Two.

Contractor will complete Phase One in a three-month time frame; see Project Model Timeline and Milestones.

PHASE TWO – DEVELOPMENT AND IMPLEMENTATION OF A NEW MODEL:

Contractor assumes flexibility with the scope steps included below for Phase Two and will support the Council direction as needed for the ultimate model selection.

1. Draft Mission and Vision Statement(s) - Contractor will draft a mission and vision statement(s) based on agreed upon model that is in alignment with the objectives for success including economic impact and convention center fiscal performance. Contractor will prepare the Mission and Vision statements for review by the appropriate City representative.
2. In-Depth Marketing Analysis – Contractor will conduct an in-depth analysis of the current marketing efforts to understand the current uses of funds. Contractor will conduct this analysis as a third party to review and analyze all current spending and determine the current rate of investment (ROI) for the marketing funds. Contractor will utilize this analysis to inform the future marketing direction in the model.
3. Develop Staffing Plan - Contractor will develop a staffing plan complete with CVB and convention center positions with market focus, compensation and incentive plans and position descriptions. Contractor's staffing plan will include number of staff positions and will provide benchmarks for similar size organizations, models and regional competitive organizations, as available.
4. Develop and Finalize Budget - Contractor will develop a budget based for both the CVB and convention center on available funding and alignment with objectives previously determined. Contractor will again provide a baseline for comparison with similar size organizations and determine the appropriate and necessary level of funding. Contractor will prepare a line item budget with allocations for personnel, sales, marketing, operations, administration and other key needs of the CVB.
5. Complete Bylaws (if needed) - Contractor will consult with outside 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. Contractor will not perform any legal work with respect to the bylaws (but will review the bylaws with outside legal counsel and the City attorney and assist in finalizing for City approval).
6. Develop Job Description and Support the Hiring of an Executive Director/CEO/Department Director - Contractor will develop the job description and support the search process. Contractor will review candidates as needed in conjunction with the City and give recommendations to support a successful transition into the new organization's leadership.

7. Complete Articles of Incorporation (if needed) - Contractor will consult with outside legal counsel to develop the articles of incorporation and work with outside legal counsel on establishing the new non-profit corporation. Contractor will work in conjunction with the City and outside legal counsel to file the Articles of Incorporation on behalf of the new organization.
8. Develop Metrics and Reporting - Contractor will develop and gain approval on new metrics for organization's success. These metrics will be agreed to by the City and will support transparency and clarity around the direction and mission of the new organization. We will base the recommendations on the key priorities of the mission with metrics for the CVB and Convention Center. These metrics will be reviewed and approved by the City Council.
9. Nominate and Approve Board (Advisory or Fiduciary) - Contractor will develop an approach to create the Board of Directors for the new organization. This includes the mix of industries that should be included as well as the overall makeup. Contractor will also work with the City to solidify the nomination and selection process to confirm Board members.
10. Draft and Approve CVB and Center Contract (if needed) - Contractor will develop the contract with the City and the new CVB and the Convention Center. This will include the agreed upon metrics noted in item 7 and performance measures and other areas of accountability. It will be critical for the new organization(s) to have joint accountability and for the City to have control over the contractual obligations. Contractor will ensure that the new organization has a contract that works for the City and created overall alignment of direction.
11. Advise on RFP for Convention Center Operations (if applicable) - Contractor will advise the City on an RFP to be representative of the overall agreed upon objectives. Contractor will advise on how to best market the opportunity to the industry. Contractor will advise the City on the respondents to qualify the proposals and support the interview process, as needed.
12. Develop Marketing Plan - Contractor will develop the initial marketing plan for the new CVB and Convention Center in conjunction with the internal team and task force. This will include how the CVB and Convention Center should allocate marketing funding.
13. Develop Goals and Goal Setting Process - Contractor will develop and propose the first-year goals for the new CVB and Convention Center. Contractor will engage key stakeholders in this process to gain consensus. This will include the key metrics and direction from the strategic planning process.

14. Hire/Retain Staff - Contractor will develop the compensation plans and write the job descriptions to support the effective hiring/retention of staff. We will work with the Executive Director/CEO/Department Director to support the hiring and recruiting process.
15. Provide Functional Organization Support and Guidance - Contractor 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.
16. Conduct First Board Meeting - Contractor will be onsite to work with the new Executive Director/Department Manager to develop a "board packet" and agenda for the first board meeting. This will create a baseline approach for future board meetings.

VISITS:

Contractor will make a total of six (6) trips to Santa Clara during the entirety of Phase One and Phase Two. Contractor will make two (2) visits during Phase One to facilitate the stakeholder sessions and to present the recommendation to City Council. Contractor will make four (4) visits to Santa Clara during Phase Two including the two meetings/presentations to City Council and to conduct the first Board meeting. Contractor understands that each visit will be planned in conjunction with the City to determine additional meetings related to completing the scope.

TIMELINE:

Contractor believes a September 2018 timeline for implementation is feasible, with a May 1, 2017 start date. Contractor will present Phase One to City Council and to continue into Phase Two upon City Council approval. Contractor also will meet at least two times with City Council during Phase Two, as stated in the included visits above. The attached chart, titled Project Model Timeline and Milestones, illustrates the anticipated progress through the scope.

Contractor will be available to negotiate an extension to assume an asset management role to monitor ongoing performance on behalf of the City. City and Contractor may negotiate and amend the contract, subject to City Council approval, if those services are desired by City.

TEAM:

Contractor Executive Vice President Dan Fenton will lead the overall engagement and be ultimately responsible for service delivery. Bethanie Parker will serve as the project manager and will coordinate research efforts on a day to day basis. Mr. Fenton and Ms. Parker will be assisted by appropriate members of the Contractors internal or external team based on the expertise required.

Ebix Insurance No. S200003647

Project Timeline and Milestones

Task/Phase	2017												2018		
	January	February	March	April	May	June	July	August	September	October	November	December	January	February	March
Phase One															
Facilitate stakeholder sessions															
Additional Primary Research															
Advise on structure															
Present recommendations to Council															
Finalize timeline															
Phase Two															
Draft Mission and Vision															
Marketing Analysis															
Develop Staffing Plan															
Develop and Finalize Budget															
Complete Interviews															
Hire CEO															
Complete articles of incorporation															
Develop Metrics															
Nominate and Approve Board															
Draft and Approve SVR Contract															
Advise on ERP															
Develop Marketing Plan															
Develop Goals															
Secure Office Space															
Hire Staff															
Conduct first Board Meeting															

This timeline is based on Contractor's estimated time to complete the scope steps, with the caveat to accelerate completion by June 30, 2018 if process moves quicker than anticipated. This does not account for additional processes and procedures requested by the City.

**AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA
AND
JONES LANG LASALLE AMERICAS, INC.**

EXHIBIT B-1

SCHEDULE OF FEES

In no event shall the amount billed to City by Contractor for services under this Agreement exceed one-hundred-seventy-thousand dollars (\$170,000.00), subject to budget appropriations.

COMPENSATION

Contractor professional fees shall reflect the completion of Phase One and Two Scope of Services detailed in Exhibit A-1. Contractor's professional fees shall not exceed a total of \$170,000, inclusive of expenses, billed as follows:

Compensation Schedule	Amount
Due Upon Signing	\$5,000
Phase One	\$35,000
Billed in two equal installments of \$15,000 (May & June 2017)	
Phase One Subtotal	\$40,000
Phase Two	\$110,000
Billed in 16 equal monthly installments of \$6,875 (June 2017-September 2018)	
Due Upon Completion of Services	\$10,000
Phase Two Subtotal	\$120,000
Additional Services	\$10,000
Project Total	\$170,000

Contractor shall submit invoices to the City on a monthly basis for steps, tasks and milestones completed. Payments shall be made pursuant to Section 9 of the Agreement.

ADDITIONAL SERVICES/CONTINGENCY

The Contract "not to exceed" total amount contains a contingency of ten-thousand-dollars (\$10,000) for potential additional services and/or materials, supplies and trips to Santa Clara that may be required of Contractor by the City. Such services over \$500 must be itemized, proposed by Contractor to the City in writing, in advance, and reviewed and authorized by a notice to proceed at the City's sole discretion.

**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: 5/6/19


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 1 Front Street #1100

Business Address: San Francisco, CA 94111

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

Telephone: (831)298-7215

Fax: (312)288-4401

"CONTRACTOR"

S:\Attorney\AGREEMENTS\Amendments\Amendment No. 1 - Form.doc

**AGREEMENT FOR SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
JONES LANG LASALLE AMERICAS, INC.**

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 contract 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.

**AGREEMENT FOR SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
JONES LANG LASALLE AMERICAS, INC.**

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.



November 22, 2019

Ms. Lisa Avis
KPMG LLP
500 Capitol Mall, Suite 2100
Sacramento, CA 95814

Dear Ms. Avis:

I want to thank you and your firm's assistance in completing the annual financial statements audit for the Santa Clara Stadium Authority (Stadium Authority) for the year ended March 31, 2019. The Stadium Authority Board unanimously accepted the audit report at the September 17, 2019 meeting and the report was successfully filed. At that meeting, the Board requested that comments be forwarded to you and your firm for consideration. The Board was informed that at the September 10, 2019 Audit Committee meeting, there was discussion that KPMG noted that the firm does not trace to source documents for the audit and only reviewed information that was presented by the Stadium Manager. The Board suggests KPMG consider seeking supporting source documents as part of the audit procedures in future audits. This will provide the Board additional assurance that the Stadium Authority has all reviewed proper source documents that fully supports the recorded transactions.

We appreciate your effort in getting the audit completed and look forward to working with your team again next year. Please let me know if you have any questions or comments regarding the Board's suggestion.

Thank you,

A handwritten signature in blue ink that reads "Linh Lam".

Linh Lam
Assistant Director of Finance/City Auditor