

**MEMORANDUM OF UNDERSTANDING  
BY AND BETWEEN  
THE CITY OF SANTA CLARA, CALIFORNIA  
AND  
SILICON VALLEY CENTRAL CHAMBER OF COMMERCE**

This Memorandum of Understanding (“MOU”) is made by and between 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”), and the **Silicon Valley Central Chamber of Commerce**, a corporation, with its principal place of business located at 3350 Scott Blvd, Building 54, Santa Clara, CA 95054 (“SVC Chamber”). City and SVC Chamber may be referred to herein individually as a “Party” or collectively as the “Parties” or the “Parties to this MOU.”

**WHEREAS**, City and SVC Chamber recognize the impact of COVID-19 on the Santa Clara small business community including the loss of jobs, revenue and economic vitality;

**WHEREAS**, City and SVC Chamber have mutual interest in, and are committed to, assisting small businesses in Santa Clara to effectively recover from and thrive post COVID-19;

**WHEREAS**, City and SVC Chamber each understand that the success of a local business support system requires cooperation and collaboration between partner agencies;

**WHEREAS**, City and SVC Chamber wish to collaborate, work cooperatively to improve outreach and assistance to small businesses in Santa Clara; and

**WHEREAS**, City and SVC Chamber agree to establish a joint working relationship for the purposes of providing business outreach, support, and resources for small businesses in Santa Clara.

**AGREEMENT PROVISIONS**

**1. RESPONSIBILITIES OF CITY AND SVCCC**

The Parties agree as follows:

- A. Work collaboratively to promote business education workshops and seminars to small business owners on topics that will assist them in realizing their business goals.
- B. Conduct joint business visits to increase outreach to and visibility in the local business community.
- C. Conduct joint business engagement and outreach activities to gather feedback that can be used to inform Council on future policy considerations such as the reform and modernization of Santa Clara business tax.

D. Engage in regular communication on organizational events and resources such as small business assistance grant programs and community events.

**2. TERM**

Unless otherwise set forth in this MOU or unless this paragraph is subsequently modified by a written amendment to this MOU, the term of this MOU shall begin on the Effective Date of this Agreement and terminate on June 30, 2024.

**3. RELATIONSHIP OF PARTIES**

Under no circumstances shall this MOU be construed as one of agency, partnership, joint venture or employment between the City and SVC Chamber. Each Party acknowledges and agrees that it neither has, nor will give the appearance or impression of having, any legal authority to bind or commit the other party in any way except as specifically provided in this MOU.

**4. TERMINATION**

Either Party may terminate this MOU with or without cause on sixty days advance written notice.

**5. GOVERNING LAW**

The validity of this MOU and any of its terms or provisions as well as the rights and duties of the Parties hereunder shall be governed by the laws of the State of California.

**6. ENTIRE AGREEMENT**

This MOU constitutes the final, complete, and exclusive statement of the terms of the MOU between the Parties. It incorporates and supersedes all the agreements, covenants, and understandings between the Parties concerning the subject matter hereof, and all such agreements, covenants, and understandings have been merged into this MOU. No prior or contemporaneous agreement or understanding, verbal or otherwise, of the Parties or their agents shall be valid or enforceable unless embodied in this MOU.

**7. COUNTERPART/FACIMILE SIGNATURE**

This MOU 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 MOU, including those transmitted by facsimile, shall be sufficient to bind the Parties.

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

**CITY OF SANTA CLARA, CALIFORNIA**  
a chartered California municipal corporation

APPROVED AS TO FORM:

Dated: \_\_\_\_\_

\_\_\_\_\_  
Office of the City Attorney  
City of Santa Clara

\_\_\_\_\_  
DEANNA J. SANTANA  
City Manager  
1500 Warburton Avenue  
Santa Clara, CA 95050  
Telephone: (408) 615-2210  
Fax: (408) 241-6771

“City”

**SILICON VALLEY CENTRAL CHAMBER OF COMMERCE**  
a corporation

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature of Person executing the MOU on behalf of  
Contractor)

Name: CHRISTIAN D. MALESIC

Title: President/CEO

3350 Scott Blvd., Building 54

Local Address: Santa Clara, CA 95054-3124

“SVC Chamber”