



DISCOVER SANTA CLARA®
BOARD OF DIRECTORS
MEETING AGENDA

March 6, 2025, 11:00 a.m.
Santa Clara Convention Center, Room 201
5001 Great America Parkway
Santa Clara, CA 95050

The public can participate remotely via Zoom: <https://us06web.zoom.us/j/84095909903>
or join via audio at Webinar ID 840 9590 9903

CALL TO ORDER

ROLL CALL

PUBLIC COMMENT

For public comment on items on the Agenda that are within the subject matter jurisdiction of the Board.

SPECIAL ORDER OF BUSINESS

REPORT(S) OF ACTION TAKEN IN CLOSED SESSION MATTERS

CONSENT AGENDA

Matters listed in the Consent Agenda section will be considered routine by the Board and will be enacted by one motion. There will be no separate discussion of the items on the Consent Calendar unless the discussion is requested by a member of the Board, staff, or public. If discussion is requested, that item will be removed from the section entitled Consent Agenda and will be considered under Consent Items Pulled for Discussion.

CONSENT ITEMS PULLED FOR DISCUSSION

PUBLIC PRESENTATIONS

This item is reserved for persons to address the Board on any matter not on the agenda that is within the subject matter jurisdiction of the Board. The law does not permit action on, or extended discussion of, any item not on the agenda except under special circumstances. The Board or staff may briefly respond to statements made or questions posed and may request staff to report back at a subsequent meeting.

GENERAL BUSINESS – ITEMS FOR DISCUSSION

1. Update on Franchise Tax Board Status.
2. Action on an Agreement with Madden Preprint Media LLC dba Madden Media for Agency of Record Services and Appropriation of Funds for Super Bowl LX (SBLX) and FIFA World Cup 2026 (FWC26) Related Activities.

Recommendation(s):

- 1) Approve and authorize the Chief Executive Officer to execute an agreement with Madden Preprint Media LLC dba Madden Media for AOR services for an initial three-year term beginning March 10, 2025, and ending March 19, 2025, for a total maximum amount not-to-exceed \$1,200,352, subject to the appropriation of funds.
- 2) Authorize the Chief Executive Officer to execute any minor or administrative amendments to the agreement which do not increase the compensation for the agreement;
- 3) Authorize the Chief Executive Officer to execute up to two one-year options to extend the term of the agreement after the initial term through March 30, 2030, subject to the appropriation of funds; and
- 4) Appropriate \$455,000 to a project budget for SBLX / FWX26 activities.

COMMITTEE UPDATES

BOARD MEMBER OPEN FORUM

This item is reserved for Board Members to present additional Agenda items for future discussion.

GENERAL ANNOUNCEMENTS

ADJOURNMENT

The meeting on **March 20, 2025** is cancelled. The next regularly scheduled meeting is on April 17, 2025.

Brown Act:

Government Code 54950 et seq (the Brown Act) requires that a brief description of each item to be transacted or discussed be posted at least 72 hours prior to a regular meeting. Action may not be taken on items not posted on the agenda. Meeting facilities are accessible to persons with disabilities. If you require special assistance to participate in the meeting, notify Discover Santa Clara® at dscadmin@discoversantaclara.org prior to the meeting.

Notice to Public:

The public is welcomed and encouraged to participate in this meeting. Public comment (3 minutes maximum per person) on items listed on the agenda will be heard at the meeting as noted on the agenda. Public comment on items not listed on the agenda will be heard at the meeting as noted on the agenda. Comments on controversial items may be limited and large groups are encouraged to select one or two speakers to represent the opinion of the group. The order of agenda items is listed for reference and may be taken in any order deemed appropriate by the Board of Directors. The agenda provides a general description and staff recommendation; however, the Board of Directors may take action other than what is recommended.

In accordance with the requirements of Title II of the Americans with Disabilities Act of 1990 ("ADA"), Discover Santa Clara® will not discriminate against qualified individuals with disabilities on the basis of disability in its services, programs, or activities, and will ensure that all existing facilities will be made accessible to the maximum extent feasible. Discover Santa Clara® will generally, upon request, provide appropriate aids and services leading to effective communication for qualified persons with disabilities including those with speech, hearing, or vision impairments so they can participate equally in Discover Santa Clara® programs, services, and activities. Discover Santa Clara® will make all reasonable modifications to policies and programs to ensure that people with disabilities have an equal opportunity to enjoy all its programs, services, and activities.

Agendas and other written materials distributed during a public meeting that are public record will be made available by Discover Santa Clara® in an appropriate alternative format. Contact Discover Santa Clara® at dscadmin@discoversantaclara.org with your request for an alternative format copy of the agenda or other written materials.

Individuals who require an auxiliary aid or service for effective communication, or any other disability-related modification of policies or procedures, or other accommodation, in order to participate in a program, service, or activity of Discover Santa Clara® should contact Discover Santa Clara® at dscadmin@discoversantaclara.org as soon as possible before the scheduled event.

ATTACHMENTS

STAFF REPORT TO THE BOARD OF DIRECTORS

DATE: March 6, 2025

TO: Board of Directors

FROM: Christine Lawson, Chief Executive Officer

SUBJECT: ACTION ON AN AGREEMENT WITH MADDEN PREPRINT MEDIA LLC dba
MADDEN MEDIA FOR AGENCY OF RECORD SERVICES AND APPROPRIATION OF
FUNDS FOR SUPER BOWL LX (SBLX) AND FIFA WORLD CUP 2026 (FWC26)
RELATED ACTIVITIES

BACKGROUND

The DMO conducted a Request for Proposal (RRP) procurement process to solicit proposals from qualified firms to serve as the DMO's Agency of Record (AOR). Following an extensive evaluation process by a five-member evaluation panel, staff is recommending the selection of Madden Media to serve as the DMO's AOR. Staff is requesting the Board of Directors to authorize the Chief Executive Officer to execute an agreement with Madden Media for AOR services effective March 10, 2025, and to appropriate \$455,000 into a project fund for activities related to Super Bowl LX (SBLX) and FIFA World Cup 2026 (FWC26).

DISCUSSION

In November 2024, staff issued a Request for Proposal (RFP) to identify an Agency of Record (AOR). The AOR would serve as the DMO's designated marketing agency responsible for managing and overseeing aspects of the DMO's marketing efforts, including ensuring consistency in brand messaging and strategy, creative development, media planning and buying, digital marketing and campaign execution. An AOR eliminates the need for the DMO to manage multiple vendors, instead allowing the DMO to have a single Point of Contact (POC) for the DMO's requirements.

The RFP was posted on DemandStar, a free web-based notification and delivery system used for public solicitations. A total of 12 agencies viewed the RFP.

One proposal was received by the December 16, 2024, deadline: Madden Media.

Proposal Responsiveness: Staff determined the proposal was responsive and met the initial pass/fail review of the stated submittals.

Evaluation Process: Proposals were evaluated and scored independently by a five-member evaluation team (including internal and external representation) from the DMO, Embassy Suites Santa Clara and the Forty-Niners Management Company. The evaluation score is summarized in the table below:

Table A – Evaluation Score

Criteria	Maximum Points	Madden Media
Experience and Qualifications	30	28
Project Approach, Methodology and Timeline	40	37
Cost	30	28
TOTAL	100	93

Madden Media participated in an oral presentation for the purpose of introducing key members of the project team and allowing the evaluation team to fully understand the Proposer’s ability to meet the evaluation criteria. The oral presentation was considered in the final scoring.

Best and Final Offer

Following the oral presentation, staff issued a Best and Final Offer (BAFO) that provided a final opportunity for Madden Media to revise their financial proposal and to propose enhancing activities.

Award Recommendation

Staff recommends award of the agreement to Madden Media. Madden Media is a full-service destination marketing agency, has extensive experience in providing AOR services, provided a thoroughly explained strategy, demonstrated their capability to handle the entire project scope without bandwidth limitations and with in-house experts, and demonstrated a high level of understanding of the DMO’s needs and objectives. Additionally, Madden Media demonstrated experience working with Glendale during Super Bowl LVII and offers a reporting tool to measure key business objective progress.

References were checked with Stay Healdsburg, Explore Butte County and Visit Tri Valley. All references came back positive.

Notice of Intended Award

A Notice of Intended Award (NOIA) announcing the DMO’s recommended firm was sent to Madden Media on February 10, 2025.

Term of Agreement

The Initial term of the agreement is three years. The DMO may exercise up to two one-year options to extend the agreement at the end of the Initial term, at the sole discretion of the DMO and subject to the appropriation of funds.

Summary of Agreement

The scope of work for the agreement includes the following:

- 1) On-Going Services
 - Public Relations (PR): Management of the DMO’s public relation efforts to elevate Santa Clara’s presence in travel and tourism media, including branding consistency and messaging, proactively selling the DMO to media at tourism industry events,

digitally and other PR platforms, providing 30 hours of virtual media training, curating partner newsletters; developing a comprehensive PR and Communications Strategy, developing press release templates, developing a media assistant form and comprehensive Media Hub for discoversantaclara.org; and building and maintaining a media list.

- Advertising: Leveraging its national relationships to secure cost-effective, impactful advertising placements in key markets, and determining relevant and impactful calendar for ads, based on business cycle; and designing applicable ads
- Digital Marketing: Centralize digital marketing efforts, including PPC ad buying, and building ads.
- Photography/Videography: Expand the DMO’s established bank of images and video and reel library (visual assets) by capturing and providing additional photography and additional high-quality videos for DMO use on the website, marketing materials, social media and other platforms as determined by the DMO.
- Data & Research Tool: Use of Madden’s comprehensive data analytics service Madden Voyage.
- Contingency: To be used for any newly initiated DMO projects as business opportunities or unexpected events arise.

2) SBLX / FWX26 Project

- Includes account services; creative services; PR; the creation and distribution of a Santa Clara’s Tip In Visitor’s Guide; paid media and ad buying; planning, managing and executing a meeting planner FAM trip; and planning, managing and executing activations.

Cost Summary: Fixed compensation for AOR On-Going Services is \$748,352 and \$455,000 for the SBLX / FWC26 Project. The total fixed compensation for the Initial Term is \$1,200,352.

The table below demonstrates compensation by contract year.

Table C – Total Compensation

Contract Year	Total
AOR On-Going Services Year 1	\$293,576
AOR On-Going Services Year 2	\$216,716
AOR On-Going Services Year 3	\$235,060
AOR Total	\$745,352
SBLX / FWC26 Project	\$455,000
Total Not-to-Exceed Amount	\$1,200,352

FINANCIAL IMPACT

AOR On-Going services will be incorporated in the DMO’s Operating Budget which is subject to appropriation by the Board of Directors during the regular annual operating budget process. As SBLX / FWC26 presents a unique opportunity for the DMO, the DMO is requesting a one-time budget appropriation of \$455,000 from unrestricted funds to a special SBLX/FWC26 project budget.

STAFF RECOMMENDATION(S)

1. Approve and authorize the Chief Executive Officer to execute an agreement with Madden Preprint Media LLC dba Madden Media for AOR services for an initial three-year term beginning March 10, 2025, and ending March 19, 2025, for a total maximum amount not-to-exceed \$1,200,352, subject to the appropriation of funds.
2. Authorize the Chief Executive Officer to execute any minor or administrative amendments to the agreement which do not increase the compensation for the agreement.
3. Authorize the Chief Executive Officer to execute up to two one-year options to extend the term of the agreement after the initial term through March 30, 2030, subject to the appropriation of funds; and
- 3) Appropriate \$455,000 to a project budget for SBLX / FWX26 activities.

Written By: Nancy Thome, City of Santa Clara

Approved By: Christine Lawson, Chief Executive Officer

Attachment A – Agreement for Services Between the Silicon Valley/Santa Clara DMO, Inc dba Discover Santa Clara® and Madden Preprint Media LLC dba Madden Media

**AGREEMENT FOR SERVICES
BETWEEN THE
SILICON VALLEY/SANTA CLARA DMO, INC. DBA DISCOVER SANTA CLARA® AND
MADDEN PREPRINT MEDIA LLC DBA MADDEN MEDIA**

PREAMBLE

This Agreement (“Agreement”) is entered into between **Silicon Valley/Santa Clara DMO, Inc. dba Discover Santa Clara®**, a non-profit mutual benefit corporation, (“DMO”), and **Madden Preprint Media LLC dba Madden Media**, an Arizona limited liability corporation (“Contractor”). DMO and Contractor may be referred to individually as a “Party” or collectively as the “Parties to this Agreement.”

RECITALS

- A. DMO desires to secure the services of Contractor as described in this Agreement, including as described in Exhibit A, entitled “Scope of Services”;
- B. Contractor represents that it, and its subcontractors, if any, have the professional qualifications, expertise, necessary licenses, and desires to provide certain goods and/or required services of the quality and type which meet objectives and requirements of DMO as described in this Agreement; and,
- C. The Parties have specified herein the terms and conditions under which such services will be provided by Contractor and paid for by DMO.

The Parties agree as follows:

AGREEMENT TERMS AND CONDITIONS

1. AGREEMENT DOCUMENTS

- A. The documents forming the entire Agreement between DMO and Contractor shall consist of these Terms and Conditions and the following Exhibits, which are hereby incorporated into this Agreement by this reference:

Exhibit A – Scope of Services

Exhibit B – Schedule of Fees

Exhibit C – Insurance Requirements

- B. This Agreement, including the Exhibits set forth above and both the proposal and presentations described below, contains all the agreements, representations, and understandings of the Parties, and supersedes and replaces any previous agreements, representations, and understandings, whether oral or written. In the event of any inconsistency between the provisions of any of the Exhibits and the Terms and Conditions, the Terms and Conditions of this Agreement shall govern and control.

The documents listed below, which Contractor acknowledges having submitted to DMO, are hereby incorporated by reference except to the extent that there is any inconsistency between the Exhibits and such documents, in which case the Exhibits shall govern and control:

Madden Media Proposal, dated December 2024

Madden Media Oral Presentation (Version 1 and 2), dated January 29, 2025

1. TERM OF AGREEMENT

- A. Initial Term. 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 March 10, 2025, and terminate on March 9, 2028.
- B. Option Terms. Upon expiration of the Initial Term, DMO has the option and sole discretion to extend this Agreement for services for a subsequent term of one (1) year (“Option Term One”) by serving notice to Contractor no later than 90 calendar days prior to the expiration of the Initial Term of its exercise of such option. Upon expiration of Option Term One, DMO has the option and sole discretion to extend this Agreement for services for a subsequent term of one (1) year (“Option Term Two”) by serving notice to Contractor no later than 90 calendar days prior to the expiration of Option Term One of its exercise of such option. The Initial Term, plus any such renewal terms is sometimes referred to herein as the “Term”.

Initial Term
March 10, 2025 – March 9, 2026
March 10, 2026 – March 9, 2027
March 10, 2027 – March 9, 2028
Option Term One Renewal
March 10, 2028 – March 9, 2029
Option Term Two Renewal
March 10, 2029 – March 9, 2030

- C. No Automatic Renewals. There shall be no automatic renewal of this Agreement upon the expiration of the Initial Term or either Option Terms.

2. SCOPE OF SERVICES & PERFORMANCE SCHEDULE

Contractor shall perform those services (the “Services”) specified in Exhibit A, entitled “SCOPE OF SERVICES,” within the time periods stated in Exhibit A. The Parties acknowledge that time is of the essence for the performance of the Services.

2. WARRANTY

Contractor expressly warrants that all Services, including all materials and other information provided by Contractor in connection with the Services covered by this Agreement shall be free from material defect and shall conform in all material respects to

the specifications, requirements, and instructions upon which this Agreement is based. In the event of a breach of the foregoing representation, Contractor agrees to promptly replace or correct any incomplete, inaccurate, or defective Services at no further cost to DMO when defects are due to the negligence, errors, or omissions of Contractor. If Contractor fails to promptly correct or replace such the Services, DMO may make corrections or replace such Services and charge Contractor for the reasonable costs incurred by DMO for such corrections or replacement.

3. QUALIFICATIONS OF CONTRACTOR - STANDARD OF CARE

Contractor represents and maintains that it has the professional expertise, skills, and knowledge necessary to perform the Services, and its duties and obligations, expressed and implied, contained herein, and DMO expressly relies upon Contractor's representations regarding its expertise, 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 profession and discipline as Contractor in the State of California.

4. TOTAL COMPENSATION AND PAYMENT

- 1.1. In consideration for Contractor's complete performance of Services, DMO shall pay Contractor for all Services, including all materials and other information provided by Contractor in connection with the Services rendered by Contractor, in accordance with the terms and conditions for payment contained in Exhibit B, entitled "SCHEDULE OF FEES." Total fixed compensation during the Initial Term of this Agreement for AOR Services is Seven-Hundred Forty-Five Thousand, Three-Hundred Fifty-Two Dollars (\$745,352) and for SBLX/FWC26 Project Services is Four-Hundred Fifty-Five Thousand Dollars (\$455,000) for a total not-to exceed amount of **One Million, Two-Hundred Thousand, Three-Hundred and Fifty-Two Dollars (\$1,200,352)** during the Initial Term of the Agreement, subject to budget appropriations, which includes all payments that may be authorized for Services and for expenses, supplies, materials, and equipment required to perform the Services, and also will be inclusive of all sales, use, ad valorem, VAT and any other similar taxes imposed by any governmental agency, all of which will be the sole responsibility of the Contractor to the extent applicable. Except for any optional additional future services that may be approved in writing by DMO as set forth in Exhibit A, all work performed, or materials provided in excess of the maximum compensation shall be at the Contractor's expense.

5. TERMINATION

- A. Termination for Convenience. DMO shall have the right to terminate this Agreement at any time during the Initial Term or any Option Term, without cause, for any reason or no reason, and without penalty, by giving not less than thirty (30) days prior written notice to Contractor.
- A. Termination for Default. If Contractor fails to perform any of its material obligations under this Agreement, in addition to all other remedies provided by law, DMO may terminate this Agreement immediately upon written notice to Contractor.

- B. Upon termination, each Party shall assist the other in arranging an orderly transfer and close-out of the Services. As soon as possible following the notice of termination, but no later than ten (10) days after the notice of termination, Contractor will deliver to DMO all DMO information or material that Contractor has in its possession relating to the Services.

6. ASSIGNMENT AND SUBCONTRACTING

DMO and Contractor bind themselves, their successors and assigns to all covenants of this Agreement. This Agreement shall not be assigned or transferred, in whole or in part, by Contractor without the prior written approval of the DMO. Contractor shall not hire subcontractors to perform Services under this Agreement without express written permission from DMO.

Contractor shall be as fully responsible to DMO for the acts and omissions of its subcontractors, and of any persons that may be indirectly employed by Contractor or any other of its representatives or agents, in the same manner and to the same extent as Contractor is for the acts and omissions of persons directly employed by it.

7. 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.

8. 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 DMO and shall not have the authority or right of any kind to bind DMO in any manner. Contractor has full rights, and the sole responsibility, to manage its employees in their performance of Services under this Agreement.

9. CONFIDENTIALITY OF MATERIAL

All ideas, memoranda, specifications, plans, processes, 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 strictly confidential by Contractor and shall not, without the prior written consent of DMO, be used for any purposes other than the performance of the Services nor be disclosed to any person or entity not connected with performance of the Services and not having an actual need to know to be able to perform the Services. Nothing furnished to Contractor which is otherwise previously known to Contractor or becomes generally known in the subject industry shall be deemed confidential.

10. OWNERSHIP OF MATERIAL

All material, which shall include, but not be limited to, data, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports, designs, technology, programming, works of

authorship and all other material developed, collected, prepared or caused to be prepared under this Agreement shall be the property of DMO but Contractor may retain and use copies thereof solely for the purposes of providing the Services covered by this Agreement. DMO shall not be limited in any way or at any time in its use of said material.

11. RIGHT OF DMO TO INSPECT RECORDS OF CONTRACTOR

DMO, through its authorized employees, representatives or agents shall have the right during the term of this Agreement and for four (4) 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 reasonably sufficient books and records in accordance with generally accepted accounting principles to establish the correctness of all charges submitted to DMO. Any expenses not so recorded may be disallowed by DMO. Contractor shall bear the cost of the audit if the audit determines that there has been a substantial billing deviation in excess of five (5) percent adverse to the DMO.

Contractor shall submit to DMO any and all reports concerning its performance under this Agreement that are requested by DMO in writing (and for this purpose, email will suffice). Contractor agrees to assist DMO in meeting DMO's reporting requirements to the State of California or the City of Santa Clara and other governmental agencies with respect to Contractor's Services hereunder.

12. HOLD HARMLESS/INDEMNIFICATION

- A. To the extent permitted by law, Contractor agrees to protect, defend, hold harmless and indemnify DMO, its directors, officers, employees, volunteers and agents from and against any claim, injury, liability, loss, cost, and/or expense or damage, including all costs and attorney's fees in providing a defense to any such claim or other action, and whether sounding in law, contract, tort, or equity, in any manner arising from, or alleged to arise in whole or in part from, or in any way connected with the Services performed by Contractor pursuant to this Agreement – including claims of any kind by Contractor's employees or persons contracting with Contractor to perform any portion of the Services – and shall expressly include negligence by DMO's directors, officers, employees, volunteers and agents in connection with the Services. However, the obligation to indemnify shall not apply if such liability is ultimately adjudicated to have arisen through the sole active gross negligence or sole willful misconduct of DMO; provided, however, the obligation of Contractor to defend is not similarly limited.
- B. Contractor's obligation to protect, defend, indemnify, and hold harmless in full DMO and DMO's employees, shall specifically extend to any and all employment-related claims of any type brought by employees, contractors, subcontractors, or other agents of Contractor, against DMO (either alone, or jointly with Contractor), regardless of venue/jurisdiction in which the claim is brought and the manner of relief sought.
- C. 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 DMO for any penalties, fines, adverse rulings, or tax payments associated with Contractor's responsibilities under the Act.

13. 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 DMO, insurance policies as set forth in Exhibit C.

14. WAIVER

Contractor agrees that waiver by DMO 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. Neither DMO's review, acceptance nor payments for any of the Services required under this Agreement shall be constructed 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.

15. NOTICES

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

Silicon Valley/Santa Clara DMO, Inc.
Attention: Christine Lawson, Chief Executive Officer
5001 Great America Parkway
Santa Clara, CA 95054
and by e-mail at clawson@discoversantaclaraca.gov

And to Contractor addressed as follows:

Madden Media
Attention: Sarah Hupp Foster, Chief Operating Officer
31 N. 6th Avenue, Ste. 105-157
Tucson, AZ 85701
and by shupp@maddenmedia.com

The workday on which the e-mail was sent shall control the date notice was deemed given. An e-mail transmitted after 1:00 p.m. on a Friday shall be deemed to have been transmitted on the following business day.

16. COMPLIANCE WITH LAWS

Contractor shall comply with all applicable laws and regulations of the federal, state, and local government, including but not limited to "The Code of the City of Santa Clara, California" ("SCCC"). In particular, Contractor's attention is called to the regulations regarding Campaign Contributions (SCCC Chapter 2.130), Lobbying (SCCC Chapter 2.155), Minimum Wage (SCCC Chapter 3.20), and Business Tax Certificate (SCCC section 3.40.060), as such Chapters or Sections may be amended from time to time or renumbered.

17. CONFLICTS OF INTEREST

Contractor certifies that to the best of its knowledge, no DMO director, 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 would reasonably be expected to 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 DMO if any conflict describe hereunder arises during the Initial Term or any Option Term.

18. FAIR EMPLOYMENT

Contractor shall not discriminate against any employee or applicant for employment because of race, sex, color, religion, religious creed, national origin, ancestry, age, gender, marital status, physical disability, mental disability, medical condition, genetic information, sexual orientation, gender expression, gender identity, military and veteran status, or ethnic background, in violation of federal, state, or local law.

19. NO USE OF DMO NAME OR EMBLEM

Contractor shall not use DMO'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 the prior express written consent of DMO.

20. GOVERNING LAW 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 José, California.

3. 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 of this Agreement, all of which shall remain in full force and effect.

21. AMENDMENTS

This Agreement may only be modified by a written amendment duly authorized and executed by a duly authorized representative of each of the Parties to this Agreement.

(Signatures on next page)

22. 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. Electronic copies of signed signature pages transmitted electronically by any Party to the other Party either by facsimile or via the Internet (e.g., in a "pdf" or "tif" format data file or comparable format) will be deemed binding originals for all purposes and will be deemed delivered for all purposes when any such copies are received by the other Party.

The Parties acknowledge and accept the terms and conditions of this Agreement, as evidenced by the following signatures of their duly authorized representatives.

SILICON VALLEY/SANTA CLARA DMO, INC.
a California non-profit mutual benefit corporation

Dated: _____

CHRISTINE LAWSON
Chief Executive Officer
5001 Great America Parkway
Santa Clara, CA 95050
Clawson@discoversantaclara.org
Telephone: (408) 748-7095

"DMO"

MADDEN PREPRINT MEDIA LLC
an Arizona limited liability corporation

Dated: _____

By (Signature): _____

Name: GREG CAPPOLA

Title: Chief Finance Officer

Principal Place of Business Address: 31 N. 6th Avenue, Ste. 105-157
Tucson, AZ 85701

Email Address: gcappola@maddenmedia.com

Telephone: (520) 232-2670

"CONTRACTOR"

EXHIBIT A SCOPE OF SERVICES

The Contractor shall serve as the DMOs Agency of Record (AOR) and will support the onsite marketing team with special projects and trainings that align with the DMO's goals and strategies. The Services to be performed for the DMO by the Contractor under this Agreement are set forth below.

1. GENERAL INFORMATION

- 1.1. Contractor shall assign a Project Manager ("PM") for the services required under this Agreement. The PM shall be the primary person communicating with the DMO and its partners and keeping the DMO fully apprised on the status and progress of each project. The PM shall also be responsible for the project schedule update, delivery of work items, and the general project coordination. The DMO reserves the right to request replacement of the PM at any time for any reason or for no reason.

2. AGENCY OF RECORD – ONGOING SERVICES

2.1. Public Relations (PR)

- 2.1.1. Contractor shall manage the DMO's public relations efforts to elevate Santa Clara's presence in travel and tourism media. Activities include but are not limited to:
 - 2.1.1.1. Partnering with the DMO to craft a compelling and cohesive narrative that elevates the DMO's brand presence and impact.
 - 2.1.1.2. Proactively pitching the DMO to media both in-person at tourism industry events and digitally through e-newsletter and other PR platforms.
 - 2.1.1.3. Providing 30 hours of virtual media training for the DMO stakeholders and staff including writing out key talking points, curating copy for white papers and holding a live training session for DMO and partners to outline best media practices.
 - 2.1.1.4. Assist in curating content for two partner newsletters to inform stakeholders how the DMO is positioning Santa Clara in preparation for 2026 events.
 - 2.1.1.5. Developing and implementing a comprehensive PR and Communications Strategy to ensure diverse media representation, targeting local, national, and international outlets, as well as a broad spectrum of audiences including corporate, leisure, and multicultural markets.
 - 2.1.1.6. Developing press release templates and a library of holding statements for the DMO's use on an ongoing basis.
 - 2.1.1.7. Developing a Media Assistance Form and comprehensive Media Hub for discoversantaclara.org. This will include a Media Kit, featuring a photo library,

video library, boilerplates and more. The Media Hub will also include a press room with a gallery of all DMO earned media.

2.2. Advertising

2.2.1. Leverage its national relationships to secure cost-effective, impactful advertising placements in key markets, and determining relevant and impactful calendar for ads, based on business cycle; and designing applicable ads; DMO will proof ads and submit to Contractor to submit ads to advertisers for execution. The advertising plan will feature a combination of digital and traditional, with an emphasis on reaching the meeting planner audience.

2.3. Digital Marketing

2.3.1. Centralize digital marketing efforts, including PPC ad buying across LinkedIn, Meta, and Google Ads, to ensure consistent messaging.

2.3.2. Determine a relevant and impactful calendar for digital ads, based on DMO's business cycle.

2.3.3. Build ads to be proofed by the DMO; Submit approved ads to platform for execution.

2.4. Photography/Videography

2.4.1. Expand the DMO's established bank of images and video and reel library (visual assets) by capturing and providing additional photography and additional high-quality videos for DMO use on the website, marketing materials, social media and other platforms as determined by the DMO.

2.4.2. Deliverables – Flexibility in length and number of final deliverables will be required as the scope of work develops. Contractor shall review needs with the DMO to determine mutually agreed upon video quantities and lengths, comparable to the video quantities and lengths that best serve the DMO's business needs.

2.4.2.1. FY 2024/25 Meetings – (1) :60 second video, (1) :30 seconds video, (2) :15 second videos, 50 edited photos.

2.4.2.2. FY 2025/26 Video Services – (1) :15 second or :30 second video per quarter (4 total).

2.4.2.3. FY 2026/27 and beyond Video Services - Flexibility in length and number of final deliverables will be required as the scope of work develops, and as agreed upon between the DMO and Contractor.

2.5. Data & Research Tool

2.5.1. Set-up, access and use of Contractor's comprehensive data analytics service, Madden Voyage, to provide DMO centralized access destination intelligence, audience insights and marketing performance.

2.5.2. In Year 1, Contractor shall provide DMO use of Madden Voyage for 16 months (March 2025 – June 2025). Following the first 16 months, the annual cost of \$25,000 will resume for each 12-month period.

2.6. Contingency/Other

2.6.1. The DMO may add new projects as business opportunities or unexpected events arise, including but not limited to, graphic design and creative services, unanticipated citywide events or conference that require additional marketing support, special campaigns targeting emerging markets, or opportunities to level new trends in the travel industry; or collaboration with local businesses or supporting new tourism developments.

3. SUPER BOWL LX / FIFA WORLD CUP 2026 (SBLX / FWC26) PROJECT

3.1. Account Services

3.1.1. Regular cadence of communication and meetings with the DMO to discuss strategy and activity implementation.

3.1.2. Serve as project manager for agreed upon activities.

3.2. Creative Services

3.2.1. Lead and manage efforts to develop a cohesive extension of the DMO brand for the 2026 events campaign including campaign concepting, logo development, creative production for all assets (promotional materials, media, activations, FAM trip, etc.), and ad hoc requests as applicable.

3.3. Public Relations (PR)

3.3.1. Contractor shall deploy several earned media tactics that will allow for maximized exposure post SBLX and FW26.

3.3.1.1. Mailer Boxes: Development of custom-designed mailer boxes and swag to support the DMO's paid campaign, delivered to key destination writers.

3.3.1.2. Press Visits: Utilization of writers to promote destination assets.

3.3.1.3. Media Mission: Develop custom media event in a target market.

3.3.1.4. Media Marketplace: Utilizing media marketplace, Contractor shall connect with dozens of journalists, allowing for maximized pitching efforts to target publications.

3.4. Santa Clara Tip In Visitor's Guide

3.4.1. Content Creation: Contractor shall create original articles for the guide. These descriptions shall be available for the DMO to use on the website, social media platforms, and general sales and marketing collateral in the future as needed.

- 3.4.2. Relationship Building: Contractor shall act as the DMO ambassador within the Santa Clara market, working to cultivate relationships with organizations that could be featured in editorials or serve as advertisers in the guide.
- 3.4.3. Magazine: Contractor shall develop and produce a minimum of 75,000 copies of a 24-page Tip In Visitor's Guide. The guide will be distributed at trade shows, on sales calls or mailed to clients as a sales tool. Contractor shall also develop a digital version accessible on the DiscoverSantaClara.org website.
- 3.4.4. Production and Distribution: Contractor shall provide a digital version and be responsible for printing, manufacturing and shipping costs. Contractor shall develop distribution plan that targets the DMO's key customers.

3.5. Paid Media Management and Ad Buying

- 3.5.1. Develop and implement media plan strategy to engage visitors pre-, during- and post- events.

3.6. Meeting Planner FAM Trip

- 3.6.1. Take the lead in planning, coordination, management and execution of the meeting planner and journalist FAM Trip.
- 3.6.2. In collaboration with the DMO, shall host invitees (meeting planners, writers, or others as determined by the DMO) to market. Meeting planners contacts shall be identified by the DMO.
- 3.6.3. Work directly with invitees to schedule and book airfare, accommodations, meals and activities.
- 3.6.4. Work directly with venues and vendors to coordinate event.

3.7. Activations

- 3.7.1. Activation concepts may include, welcome collateral and giveaways, community mural project, programming, and bringing the games on the road/activations at existing trade shows as agreed upon by the DMO and Contractor.
- 3.7.2. Provide activation programming, including vendors, custom merchandise, scheduled pop-ups, supplies and all other necessary items needed to execute.
- 3.7.3. Manage associated costs and obtain licenses, permits and provide staffing as needed for the activation(s).

4. DMO RESPONSIBILITIES

- 4.1. DMO acknowledges that the success and timelines of each project shall require the active participation and collaboration of the DMO and its partners and agrees to act reasonably and cooperated fully with Contractor to achieve the completion of each project.

- 4.2.** DMO will have the right to reasonably review and/or test any deliverables provided by Contractor to ensure that they reasonably satisfy the requirement of this Agreement (“Acceptance Review”) and to reject any deliverables based on such review. Acceptance will not be unreasonably withheld. Contractor shall be provided a reasonable opportunity to cure any issues that cause DMO to withhold its acceptance of any deliverable.
- 4.3.** DMO shall supply all necessary available information to Contractor in a timely manner including but not limited to relevant reports and data, digital formats including without limitation copy, text, audio files, video files, PDF files, photographs, artwork, and pre-existing graphics. Unless written notice to the contrary is provided by DMO to Contractor, DMO expressly authorizes Contractor to display and/or modify any DMO supplied images, data, information, and other items in connection with the Services provided herein provided that Contractor will not modify and trademark, copyright or other legal notices affixed or otherwise contained in or on such items.

EXHIBIT B
SCHEDULE OF FEES

2. TOTAL COMPENSATION

- 2.1. Total fixed compensation the DMO shall pay the Contractor for all professional fees, costs, and expenses provide under this Agreement for its AOR Services is Seven-Hundred Forty-Five Thousand, Three-Hundred Fifty-Two Dollars (\$745,352) and for its SBLX/FWC26 Project Services is Four-Hundred Fifty-Five Thousand Dollars (\$455,000) for a total not-to exceed amount of **One Million, Two-Hundred Thousand, Three-Hundred and Forty-Eight Dollars (\$1,200,352)** during the Initial Term of the Agreement.
- 2.2. Any additional activities, fees, costs, and expenses requested by the DMO that would exceed the preceding amount will be addressed in an Amendment to the Agreement. No additional services shall be performed unless both Parties execute an Amendment outlining the services requested and compensation agreed for such services.

3. FEE SCHEDULE

- 3.1. The DMO shall pay Contractor based on the fees in Exhibit B – Attachment 1 for Services provided. DMO and Contractor agree that as shifts in priorities may occur from time-to-time, funds associated with a specific cost element may fluctuate and be redirected to another cost element as agreed upon by the DMO and Contractor.
- 3.2. The payment schedule and timeline set forth in Exhibit B – Attachment 2 is subject to change and may be adjusted as needed and as agreed upon by both Parties.
- 3.3. Contractor shall not invoice the DMO for services that have not yet been initiated and payments by the DMO are subject to the satisfaction and receipt of agreed upon deliverables.
- 3.4. While there are many unknown variables in a project of this nature, factors outside the Contractor's and DMO's control could delay or thwart even the best-development plans. Contractor shall work to minimize risks and complete Services as outlined in Exhibit B – Attachment 1.

4. INVOICING

- 4.1. Contractor shall bill DMO on a monthly basis for Service provided by Contractor during the preceding month on an invoice and in a format approved by the DMO and subject to verification and approval by DMO.
- 4.2. DMO will pay Contractor withing thirty (30) days of DMO's receipt of an approved invoice.

EXHIBIT B – ATTACHMENT 1

AOR Services - Year 1

Cost Element	Total
Account Management	\$ 14,400
Creative Production	\$ 18,000
Public Relations	\$ 68,336
Photo/Video	\$ 50,836
Advertising & Media Management	\$ 105,268
Data & Research Tool ⁺	\$ 25,000
Contingency (10% contingency starting July 2025)	\$ 11,736
AOR Services Total	\$ 293,576

AOR Services - Year 2

Cost Element	Total
Account Management	\$ 14,400
Creative Production	\$ 18,000
Public Relations	\$ 51,664
Photo/Video	\$ 20,004
Advertising & Media Management	\$ 77,796
Data & Research Tool ⁺	\$ 16,668
Contingency	\$ 18,184
AOR Services Total	\$ 216,716

AOR Services - Year 3

Cost Element	Total
Account Management	\$ 14,400
Creative Production	\$ 18,000
Public Relations	\$ 54,252
Photo/Video	\$ 16,668
Advertising & Media Management	\$ 87,640
Data & Research Tool ⁺	\$ 25,004
Contingency	\$ 19,096
AOR Services Total	\$ 235,060

SBLX - FWC26

Cost Element	Total
Account Services	\$ 20,000
Creative Services	\$ 37,500
Public Relations	\$ 60,000
Santa Clara Tip-In Visitors	\$ 57,500
Paid Media Management and Ad Buying	\$ 50,000
Meeting Planner FAM trip	\$ 125,000
Activations	\$ 105,000
SBLX/FWC29 Total	\$ 455,000

AOR Services

	\$ 745,352
SBLX/FWC26	\$ 455,000

Total Not-to-Exceed Amount \$ 1,200,352

+Contingency does not include amounts associated with Data & Research Tool

EXHIBIT B – ATTACHMENT 2 PAYMENT SCHEDULE & TIMELINE

*Payment Schedule is subject to change

AGREEMENT YEAR ONE	FY 2024/25				FY 2025/26									
	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB		
	1	2	3	4	5	6	7	8	9	10	11	12		
AOR Services	\$ 27,584	\$ 27,584	\$ 46,334	\$ 46,334	\$ 16,751	\$ 16,751	\$ 16,751	\$ 16,751	\$ 16,751	\$ 16,750	\$ 16,750	\$ 16,750	\$ 16,750	\$ 281,840
Account Management	\$ 1,200	\$ 1,200	\$ 1,200	\$ 1,200	\$ 1,200	\$ 1,200	\$ 1,200	\$ 1,200	\$ 1,200	\$ 1,200	\$ 1,200	\$ 1,200	\$ 1,200	\$ 14,400
Creative Production	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 18,000
Public Relations	\$ 8,750	\$ 8,750	\$ 8,750	\$ 8,750	\$ 4,167	\$ 4,167	\$ 4,167	\$ 4,167	\$ 4,167	\$ 4,167	\$ 4,167	\$ 4,167	\$ 4,167	\$ 68,336
Photo/Video	\$ -	\$ -	\$ 18,750	\$ 18,750	\$ 1,667	\$ 1,667	\$ 1,667	\$ 1,667	\$ 1,667	\$ 1,667	\$ 1,667	\$ 1,667	\$ 1,667	\$ 50,836
Advertising & Media Management	\$ 14,050	\$ 14,050	\$ 14,050	\$ 14,050	\$ 6,134	\$ 6,134	\$ 6,134	\$ 6,134	\$ 6,133	\$ 6,133	\$ 6,133	\$ 6,133	\$ 6,133	\$ 105,268
Data & Research Tool	\$ 2,084	\$ 2,084	\$ 2,084	\$ 2,084	\$ 2,083	\$ 2,083	\$ 2,083	\$ 2,083	\$ 2,083	\$ 2,083	\$ 2,083	\$ 2,083	\$ 2,083	\$ 25,000
Contingency	\$ -	\$ -	\$ -	\$ -	\$ 1,467	\$ 1,467	\$ 1,467	\$ 1,467	\$ 1,467	\$ 1,467	\$ 1,467	\$ 1,467	\$ 1,467	\$ 11,736
TOTALS	\$ 27,584	\$ 27,584	\$ 46,334	\$ 46,334	\$ 18,218	\$ 18,218	\$ 18,218	\$ 18,218	\$ 18,218	\$ 18,217	\$ 18,217	\$ 18,217	\$ 18,217	\$ 293,576

AGREEMENT YEAR TWO	FY 2026/27				FY 2027/28									
	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB		
	1	2	3	4	5	6	7	8	9	10	11	12		
AOR Services	\$ 14,666	\$ 14,666	\$ 14,666	\$ 14,666	\$ 17,484	\$ 17,484	\$ 17,484	\$ 17,484	\$ 17,483	\$ 17,483	\$ 17,483	\$ 17,483	\$ 17,483	\$ 198,532
Account Management	\$ 1,200	\$ 1,200	\$ 1,200	\$ 1,200	\$ 1,200	\$ 1,200	\$ 1,200	\$ 1,200	\$ 1,200	\$ 1,200	\$ 1,200	\$ 1,200	\$ 1,200	\$ 14,400
Creative Production	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 18,000
Public Relations	\$ 4,166	\$ 4,166	\$ 4,166	\$ 4,166	\$ 4,375	\$ 4,375	\$ 4,375	\$ 4,375	\$ 4,375	\$ 4,375	\$ 4,375	\$ 4,375	\$ 4,375	\$ 51,664
Photo/Video	\$ 1,667	\$ 1,667	\$ 1,667	\$ 1,667	\$ 1,667	\$ 1,667	\$ 1,667	\$ 1,667	\$ 1,667	\$ 1,667	\$ 1,667	\$ 1,667	\$ 1,667	\$ 20,004
Advertising & Media Management	\$ 6,133	\$ 6,133	\$ 6,133	\$ 6,133	\$ 6,658	\$ 6,658	\$ 6,658	\$ 6,658	\$ 6,658	\$ 6,658	\$ 6,658	\$ 6,658	\$ 6,658	\$ 77,796
Data & Research Tool	\$ -	\$ -	\$ -	\$ -	\$ 2,084	\$ 2,084	\$ 2,084	\$ 2,084	\$ 2,083	\$ 2,083	\$ 2,083	\$ 2,083	\$ 2,083	\$ 16,668
Contingency	\$ 1,466	\$ 1,466	\$ 1,466	\$ 1,466	\$ 1,540	\$ 1,540	\$ 1,540	\$ 1,540	\$ 1,540	\$ 1,540	\$ 1,540	\$ 1,540	\$ 1,540	\$ 18,184
TOTALS	\$ 16,132	\$ 16,132	\$ 16,132	\$ 16,132	\$ 19,024	\$ 19,024	\$ 19,024	\$ 19,024	\$ 19,023	\$ 19,023	\$ 19,023	\$ 19,023	\$ 19,023	\$ 216,716

AGREEMENT YEAR THREE	FY 2027/28				FY 2028/29								
	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	
	1	2	3	4	5	6	7	8	9	10	11	12	
AOR Services	\$ 17,483	\$ 17,483	\$ 17,483	\$ 17,483	\$ 18,255	\$ 18,255	\$ 18,255	\$ 18,255	\$ 18,255	\$ 18,254	\$ 18,252	\$ 18,251	\$ 215,964
Account Management	\$ 1,200	\$ 1,200	\$ 1,200	\$ 1,200	\$ 1,200	\$ 1,200	\$ 1,200	\$ 1,200	\$ 1,200	\$ 1,200	\$ 1,200	\$ 1,200	\$ 14,400
Creative Production	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 18,000
Public Relations	\$ 4,375	\$ 4,375	\$ 4,375	\$ 4,375	\$ 4,594	\$ 4,594	\$ 4,594	\$ 4,594	\$ 4,594	\$ 4,594	\$ 4,594	\$ 4,594	\$ 54,252
Photo/Video	\$ 1,667	\$ 1,667	\$ 1,667	\$ 1,667	\$ 1,250	\$ 1,250	\$ 1,250	\$ 1,250	\$ 1,250	\$ 1,250	\$ 1,250	\$ 1,250	\$ 16,668
Advertising & Media Management	\$ 6,658	\$ 6,658	\$ 6,658	\$ 6,658	\$ 7,627	\$ 7,627	\$ 7,627	\$ 7,627	\$ 7,627	\$ 7,626	\$ 7,624	\$ 7,623	\$ 87,640
Data & Research Tool	\$ 2,083	\$ 2,083	\$ 2,083	\$ 2,083	\$ 2,084	\$ 2,084	\$ 2,084	\$ 2,084	\$ 2,084	\$ 2,084	\$ 2,084	\$ 2,084	\$ 25,004
Contingency	\$ 1,540	\$ 1,540	\$ 1,540	\$ 1,540	\$ 1,617	\$ 1,617	\$ 1,617	\$ 1,617	\$ 1,617	\$ 1,617	\$ 1,617	\$ 1,617	\$ 19,096
TOTALS	\$ 19,023	\$ 19,023	\$ 19,023	\$ 19,023	\$ 19,872	\$ 19,872	\$ 19,872	\$ 19,872	\$ 19,872	\$ 19,871	\$ 19,869	\$ 19,868	\$ 235,060

GRAND TOTAL	\$ 745,352
--------------------	-------------------

*Tentative project timeline

	FY 2024/25				FY 2025/26							
AGREEMENT YEAR ONE	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB
SBLX / FWC26 Budget	1	2	3	4	5	6	7	8	9	10	11	12
Account Services												
Creative Services												
Public Relations												
Santa Clara Tip-In Visitors												
Paid Media Management and Ad Buying												
Meeting Planner FAM trip												
Activations												

					FY 2026/27							
AGREEMENT YEAR TWO	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB
SBLX / FWC26 Budget	1	2	3	4	5	6	7	8	9	10	11	12
Account Services												
Creative Services												
Public Relations												
Santa Clara Tip-In Visitors												
Paid Media Management and Ad Buying												
Meeting Planner FAM trip												
Activations												

EXHIBIT C
INSURANCE REQUIREMENTS

Without limiting the Contractor's indemnification of Silicon Valley/Santa Clara DMO, Inc., and prior to commencing any of the Services required under this Agreement, the Contractor shall provide and maintain in full force and effect during the period of performance of the Agreement and for twenty-four (24) months following acceptance by Silicon Valley/Santa Clara DMO, Inc., at its sole cost and expense, the following insurance policies from insurance companies authorized to do business in the State of California. These policies shall be primary insurance as to Silicon Valley/Santa Clara DMO, Inc. so that any other coverage held by Silicon Valley/Santa Clara DMO, Inc. shall not contribute to any loss under Contractor's insurance. The minimum coverages, provisions and endorsements are as follows:

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
 - \$2,000,000 General Aggregate
 - \$2,000,000 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 for defense costs shall be payable within the policy limits;
 - b. There shall be no cross-liability exclusion which precludes coverage for claims or suits by one insured against another unless the policy expressly provides that a named insured is not permitted to claim a loss or file a claim against another named insured; 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 aggregate limits of liability for any name insured under the policy which shall also be applicable to all other named insured under the policy.

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 (if any), non-owned and hired autos.

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 Silicon Valley/Santa Clara DMO, Inc., its directors, commissions, officers, employees, volunteers, and agents.

D. PROFESSIONAL LIABILITY

Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designed to protect against negligent acts, errors, or omissions of the Contractor. Covered services as designated in the policy must specifically include work performed under this Agreement. Coverage shall be in an amount of not less than one million dollars (\$1,000,000) per claim or two million dollars (\$2,000,000) aggregate. Any coverage containing a deductible or self-retention must first be approved in writing by the DMO Attorney.

E. 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. Silicon Valley/Santa Clara DMO, Inc., its directors, officers, employees, volunteers, and agents are hereby added as additional insureds in respect to liability arising out of Contractor's work for DMO, 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 DMO 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 DMO 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 E of this Exhibit C, above.

F. ADDITIONAL INSURANCE RELATED PROVISIONS

Contractor and DMO 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 DMO, all agreements with, and insurance compliance documents provided by, such subcontractors and others engaged in the project will be submitted to DMO 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 DMO or Contractor for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to DMO. It is not the intent of DMO to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against DMO for payment of premiums or other amounts with respect thereto.
3. The DMO reserves the right to withhold payments from the Contractor in the event of material noncompliance with the insurance requirements set forth in this Agreement.

G. 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 DMO and as described in this Agreement. Contractor shall file with the DMO all certificates and endorsements for the required insurance policies for DMO's approval as to adequacy of the insurance protection.

H. 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 DMO, or its representative as set forth below, at or prior to execution of this Agreement. Upon DMO's request, Contractor shall submit to DMO 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 DMO pursuant to this Agreement shall be mailed or emailed to:

Silicon Valley/Santa Clara DMO, Inc.
5001 Great America Parkway
Santa Clara, CA 95054
DSCAdmin@discoversantaclara.org

I. 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 DMO or its insurance compliance representatives.