

Connecticut Convention Center RFP

Addendum #2

Addition to Scope of Services

Addition to Section III. Scope of Services, Sub-Section A. Building Services

CRDA expects the additional services to be performed in managing the Convention Center:

Marketing and Promotional Services: The selected contractor shall provide all sales, marketing, and promotional services and activities contained within the Convention Services Agreement between CRDA and the City of Hartford effective July 1, 2022.

EXECUTION VERSION

**CONVENTION SERVICES
AGREEMENT**

By and Between

**THE CAPITAL REGION
DEVELOPMENT AUTHORITY**

("CRDA")

and

THE CITY OF HARTFORD

(the "City")

Effective

July 1, 2022

**Relating to Convention and Marketing Services
for the Connecticut Convention Center**

Contract Number 23-001

AGREEMENT

THIS CONVENTION SERVICES AGREEMENT (this "Agreement") is made and entered as of the _____ day of August, 2022, by and between the **CAPITAL REGION DEVELOPMENT AUTHORITY**, a body corporate and public constituting a public instrumentality and political subdivision of the State of Connecticut, having its offices at 100 Columbus Boulevard, Suite 500, Hartford, Connecticut (hereinafter referred to as "CRDA" or the "Authority") and the **CITY OF HARTFORD** a Connecticut municipal corporation having its offices at 550 Main Street, Hartford, Connecticut (hereinafter referred to as the "City" or the "Contractor").

RECITALS

WHEREAS, Chapter 588x of the Connecticut General Statutes authorizes the Authority to promote the Hartford area and to construct, operate, maintain, and market the Connecticut Convention Center (the "Convention Center") to stimulate economic development and correspondingly, increase tax revenues to the State;

WHEREAS, the Authority has the power to employ such assistants and other agents as may be necessary or desirable to carry out its purposes;

WHEREAS, the Authority requires convention and marketing services for the Convention Center;

WHEREAS, the Authority determined that convention and marketing services for the Convention Center can be most effectively provided under a contractual arrangement between the Authority and Waterford Convention Services Hartford, LLC ("Waterford");

WHEREAS, CRDA and Waterford entered into an agreement, dated July 1, 2017, and amended February 25, 2021, (the "CTCC Management Agreement"), pursuant to which Waterford would provide convention and marketing services for the Convention Center;

WHEREAS, the City wishes to increase the marketing of Hartford as a meeting/convention destination and to provide additional convention services for the Convention Center, including hospitality planning;

WHEREAS, CRDA and the City find it desirable to utilize the CTCC Management Agreement to effect such additional services;

NOW, THEREFORE, in consideration of the mutual benefits flowing to each party hereunder and mutual agreements and covenants herein contained, the Authority and the City mutually agree as follows:

ARTICLE I

DEFINITIONS

Section 1.01 Where used in this Agreement, the following terms and expressions shall have the meaning attributed to them in this section unless expressly given a different meaning by the accompanying text:

- (1) “Agreement” shall mean and include this Agreement, its Addenda, Attachments, Exhibits, and Amendments, as such may exist from time-to-time;
- (2) “Convention Center” shall mean the Connecticut Convention Center located at 100 Columbus Boulevard, Hartford, Connecticut;
- (3) “Event” shall mean a convention, consumer show, trade show, corporate meeting, or any other assembly;
- (4) “Manager” shall mean the general manager of the Connecticut Convention Center as chosen by CRDA from time-to-time; and

ARTICLE II

CONTRACT PERIOD

Section 2.01 Term

This Agreement shall commence on July 1, 2022 and shall end on June 30, 2025, unless earlier terminated pursuant to the provisions of the Agreement (the “Term”).

ARTICLE III

FUNDING

Section 3.01 Annual Funding Payment and Schedule

The City agrees to fund CRDA an annual amount of Four Hundred Fifty Thousand Dollars (\$450,000) for services rendered pursuant to this Agreement (the “Annual Funding Payment”). The Annual Funding Payment shall be payable in advance on the first business day of each calendar year during the Term and held in an account controlled by CRDA (the “City Convention Services Account”), provided that the payment for calendar year 2022 shall be prorated from July 1, 2022, in the amount of Two Hundred Twenty-Five Thousand Dollars (\$225,000), and which shall be payable to CRDA upon execution of this Agreement.

ARTICLE IV
SCOPE OF SERVICES

Section 4.01 General Services

The Manager, D/B/A Destination Hartford, shall:

1. Employ and supervise two (2) full-time associates, with offices located at the Convention Center, for the management and operation of the initiative named Destination Hartford. All such personnel shall be employees of the Manager and shall not be employees of CRDA;
2. Account for the receipt and disbursement of funds used in the operation of the Destination Hartford and prepare statements reflecting such receipt and disbursement; and
3. Submit to CRDA monthly, annually and such other reasonable reports, in a form acceptable to CRDA and as may be requested by the City concerning all activities of Destination Hartford;

Section 4.02 Convention Services

Manager, as part of the Destination Hartford initiative funded under this Agreement shall provide convention services for Events held at the Convention Center and serve as liaison to the local business community. Such services shall include:

1. Developing customized activity plans for Event attendees based on the clients' needs and providing assistance in effecting such plans;
2. Facilitating and negotiating pricing for Convention Center clients' and guests' off-site requirements, including but not limited to transportation, restaurants, attractions, and sporting events;
3. Communicating Convention Center clients' needs to the Hartford hospitality community;

Section 4.03 Hartford Area Marketing

A. The Manager, on behalf of CRDA, as part of the Destination Hartford initiative funded under this Agreement, shall serve as the umbrella marketing organization for the Hartford hospitality industry. As such, the Manager shall:

1. Generate convention and meeting leads for the Convention Center;
2. Work with the hotels, restaurants, attractions, tourism entities and other stakeholders to develop a marketing plan for the Hartford area, and submit this marketing plan to the City for approval prior to execution, to ensure compatibility with and enhancement of other City-led marketing efforts;
3. Market Hartford as a meeting and convention destination;
4. Sponsor in-market events in Hartford for Event attendees (e.g., live music on Pratt Street); and
5. Attend tradeshow and conferences to promote as part of the Destination Hartford initiative, the Convention Center, Hartford and Hartford-based attractions to potential clients.

ARTICLE V

TERMINATION

Section 5.01 This Agreement may be canceled at will by either party upon sixty (60) days written notice. Such notice shall be in writing and may be delivered personally or as provided in Section 5.02.

In the event this Agreement is terminated, all operating expenses properly incurred or committed prior to the date of termination, excluding salaries, shall be paid using funds on deposit in the City Convention Services Account. Upon termination, CRDA shall deliver to the City all sums in CRDA's possession relating to this Agreement.

Section 5.02 Such notice, or any other notice required or permitted to be given hereunder, shall be sufficient if given in writing and, unless otherwise specifically provided herein, shall be deemed to have been duly given when delivered by hand or sent by registered or certified mail, return receipt requested, or in the case of facsimile notice, when transmitted and answer back received, addressed as follows, or to such other address as either party may designate in writing:

If to the City:

City of Hartford
550 Main Street
Hartford, CT 06103
Attention: Mayor

If to the Authority:

Capital Region Development Authority
100 Columbus Boulevard, Suite 500
Hartford, CT 06103-2819
Attention: Executive Director

Section 5.03 Notwithstanding the foregoing, the parties agree that this Agreement shall terminate without notice upon the occurrence of any one or more of the following events:

1. Dissolution of CRDA;
2. Failure of the CRDA to receive funding from the City for the operation and management of Destination Hartford as provided for by this Agreement; or
3. A determination by the Connecticut General Assembly that the Authority is no longer a viable entity.

Section 5.04 In the event this Agreement is terminated pursuant Article V hereof, the parties acknowledge and agree that as of the date of such termination the parties hereto shall have no further responsibilities or obligations, financial or otherwise, with respect to the other party arising in connection with this Agreement.

ARTICLE VI
GENERAL PROVISIONS

Section 6.01 Reporting Requirements

Through CRDA, the Manager shall provide to the City quarterly reports detailing the activities of Destination Hartford under the scope of work detailed in this Agreement. CRDA will, on a quarterly basis coordinate a meeting with the Manager to review the quarterly report and make adjustments, as needed, to the program activities and efforts.

In the event the Annual Funding Payment is funded by the City under the American Rescue Plan of 2021 or other federal programs, it shall be the sole responsibility of the City to comply with any reporting or other requirements of such programs. CRDA shall have no responsibility to determine compliance with such federal program requirements, and may assume that the City has identified and complied with all such requirements. The City shall indemnify and hold harmless CRDA from any losses, liabilities, damages or expenses arising from the failure to comply with the requirements of the American Rescue Plan of 2021 of such other federal programs with respect to the Annual Funding Payment.

Section 6.02 Contracting Requirements.

This Agreement shall be subject to all applicable laws, state contracting requirements, and audit procedures.

Section 6.03 No Recourse.

It is expressly understood and agreed that the directors, officers and employees and agents of CRDA are acting in a representative capacity and not for their own benefit and that there shall be no recourse or claim under this Agreement against any such person in any circumstances. The City further acknowledges that CRDA is not a department, institution or agency of the State of Connecticut and agrees that it shall have no recourse or claim under this Agreement against the State or any of its officers, employees or agents in any circumstances.

Section 6.04 Independent Contractor

CRDA shall act as an independent contractor in performing this Agreement, maintaining complete control over its employees and all its sub-contractors. CRDA shall not be construed to be a department, institution, or agency of the City.

Section 6.05 No Third-Party Beneficiaries

This Agreement is for the exclusive benefit of the parties hereto and no rights of third-party beneficiaries are created hereby. CRDA shall not be obligated or liable hereunder to any party other than the City.

Section 6.06 Counterparts


This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same. A facsimile, or a scanned signature shall be deemed an original for all purposes.

Section 6.07 Captions

The captions in the Agreement are for convenience only and shall not be considered a part of or affect the construction or interpretation of any provision of this Agreement.

IN WITNESS WHEREOF, CRDA and the City have caused this Agreement to be signed by their duly authorized representatives, as such and not individually, as of the day and year first written below.

Capital Region Development Authority


By: Michael W. Freimuth Date 11/1/22
Executive Director

City of Hartford


Luke Bronin (Oct 31, 2022 16:04 EDT) 10/31/22
By: Luke Bronin Date
Mayor