



**BOARD OF DIRECTORS ANNUAL MEETING  
AGENDA  
October 21, 2021 | 3:00 p.m.**

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*Pursuant to the provisions of the California Governor's Executive Order N-29-20, issued on March 17, 2020, to prevent the spread of COVID-19, Discover Santa Clara has implemented methods for the public to participate remotely.*

*The public can participate remotely via Zoom: <https://zoom.us/j/96354033382>  
Meeting ID: 963 5403 3382 or by phone: 1 (669) 900-6833.*

**CALL TO ORDER**

**ROLL CALL**

**PUBLIC COMMENT**

*For public comment on items not on the Agenda that is within the subject matter jurisdiction of the Board.*

**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 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.*

**1. Action on the Minutes of:**

- Discover Santa Clara Board of Directors – September 16, 2021
- Discover Santa Clara Board of Directors – September 20, 2021
- Organizational Hiring Committee – September 27, 2021

Recommendation: Approve meeting minutes and note and file.

**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**

**2. Introduction of Anthony Mancuso, Sales Manager.**

**3. Review of FY 2021/22 Q1 Financial Report.**

Recommendation: Note and file FY 2021/22 Q1 Financial Report.

4. Action on the Use of Contingency Funds for the Disestablishment of the Santa Clara Tourism Improvement District's Corporation "Visit Santa Clara".

Recommendation: Recognize that Visit Santa Clara was originally established for the benefit, operation, and furtherance of the TID and its goals and now needs to be disestablished; and Approve the use of contingency funds for fees and services related to the disestablishment of the TID's Corporation Visit Santa Clara.

5. Action on an Agreement with Civitas Advisors for Professional Services Related to the Disestablishment of the Santa Clara Tourism Improvement District's Corporation "Visit Santa Clara".

Recommendation: Approve and authorize the Chair to negotiate and execute an agreement with Civitas Advisors for professional services related to the disestablishment of the Santa Clara Tourism Improvement District's Corporation "Visit Santa Clara" not to exceed \$5,000.

6. Action on Funding Agreement with the City of Santa Clara for Staffing Services not to Exceed \$40,000.

Recommendation: Approve and authorize the Chair to negotiate and execute a funding agreement with the City of Santa Clara for staffing services not to exceed \$40,000.

7. Action on Addendum to the Agreement with Simpleview for Customer Relationship Management (CRM) services.

Recommendation: Approve and authorize the Chair to execute an Addendum to the Agreement with Simpleview for Customer Relationship (CRM) Services to add two additional users.

8. Review of Monthly Progress Report for September.

Recommendation: Note and file monthly progress report for September.

## **GENERAL ANNOUNCEMENTS**

### **ADJOURNMENT**

The next regular scheduled meeting is on November 18, 2021 at 3:00 p.m.

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*\*Please see COVID-19 NOTICE\**

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 Kelly Carr, [KCarr@discoversantaclara.org](mailto:KCarr@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"), Silicon Valley/Santa Clara DMO, Inc. 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. Silicon Valley/Santa Clara DMO, Inc. 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 Silicon Valley/Santa Clara DMO, Inc. programs, services, and activities. Silicon Valley/Santa Clara DMO, Inc. 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.

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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 Silicon Valley/Santa Clara DMO, Inc., should contact Kelly Carr, [KCarr@discoversantaclara.org](mailto:KCarr@discoversantaclara.org) as soon as possible before the scheduled event.



BOARD OF DIRECTORS REGULAR MEETING  
MINUTES  
September 16, 2021 | 3:00 p.m.

*Pursuant to the provisions of the California Governor's Executive Order N-29-20, issued on March 17, 2020, to prevent the spread of COVID-19, Discover Santa Clara has implemented methods for the public to participate remotely.*

*The public can participate remotely via Zoom: <https://zoom.us/j/94755000541>  
Meeting ID: 946 9477 5364 or by phone: 1 (669) 900-6833.*

**CALL TO ORDER**

Chair Hodges called the meeting to order at 3:13 p.m.

**ROLL CALL**

Present: Pablo Barrera, I.B.T Local Union 853  
Kelly Carr, Spectra Venue Management  
Joe Eustice, Hilton Santa Clara  
Eron Hodges, Hyatt Santa Clara  
Nadine Nader, City of Santa Clara  
Leo Wandling, I.A.T.S.E Local Union 134

Absent: Catherine Lentz, Forty-Niners Stadium Management Company

A quorum of 6 was met.

Late: Ruth Mizobe Shikada, City of Santa Clara (Ex-Officio) (joined at 3:18 p.m.)

Attendance: Nancy Thome, City of Santa Clara  
Dan Fenton, Jones Lang LaSalle  
Kenny Chouinard, Lotus Marketing Inc.

**PUBLIC COMMENT**

*For public comment on items not on the Agenda that is within the subject matter jurisdiction of the Board.*

There were no public comments.

**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 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.*

**1. Action on the Minutes of:**

- Discover Santa Clara Board of Directors – July 15, 2021
- Discover Santa Clara Board of Directors – August 19, 2021
- Organizational Hiring Committee – August 25, 2021

Recommendation: Approve meeting minutes and note and file.

**A motion was made by Member Carr, seconded by Member Nader to approve the Consent Agenda.**

**Aye:** 6 Member Barrera, Member Carr, Secretary Eustice, Chair Hodges, Member Nader, Treasurer Wandling

### **CONSENT ITEMS PULLED FOR DISCUSSION**

#### **PUBLIC PRESENTATIONS**

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There were no presentations.

### **GENERAL BUSINESS – ITEMS FOR DISCUSSION**

2. Update and Discussion on the City of Santa Clara Proposed Transient Occupancy Tax Increase.

Chair Hodges reported that City Finance Director Kenn Lee attended the TID Meeting this morning and shared the City’s intent to increase the TOT. The hotels were collaborative and continue to support the City in its efforts. Measure E was approved up to 4% and Council has elected a 2% increase.

Member Shikada joined the meeting at 3:18 p.m.

Nancy Thome reported that Ballot Measure E passed in November 2020 and included up to a 4% increase. Staff presented to Council the recommendation of 2% in June 2020 as part of the budget process. Council at that time directed implementation for January 2022. The first reading of the proposed Ordinance will be September 28 at the Council Meeting. The second reading will take place 30 days later, sometime in early November. Assuming both readings pass, the official notice will be sent to the hotels for implementation of January 1, 2022 or another date if Council so chooses. All interested parties were encouraged to participate and provide public comments at the Council meeting.

3. Introduction of Lotus Marketing Team and Update on the Destination Branding Process.

Chair Hodges introduced Kenny Chouinard with Lotus Marketing.

Mr. Chouinard stated he will be the main point of contact for the marketing team and Lotus' role is to serve as a marketing department for Discover Santa Clara. Mr. Chouinard will be in the area during the second week of October. In the meantime, Mr. Chouinard will be reaching out to Board members as part of the discovery and research phase during the branding process.

Dan Fenton stated it would be great for Lotus Marketing to come back to a Board meeting and share what was learned.

**4. Review of the Monthly Progress Report for August.**

Recommendation: Note and File Monthly Progress Report for August.

Dan Fenton reported the goals on the progress reports need to be corrected and will be updated to reflect the goals that were established for the fiscal year. The sales team continues to track P1 – P5 and they have added some new events. New sales leaders will be added to the team at which point the numbers will accelerate. There were 19 new definites booked this month in the P3-P5 area, booked in the year for the year.

Member Carr indicated that groups are still calling and are still interested in having events. The team continues to review the lost business reports in efforts to truly understand the reasons an event may not book and to see if there are additional things the DMO can do.

Chair Hodges stated there continues to be good conversation with the reporting so it can be improved upon and invited members to provide any feedback to him directly.

**A motion was made by Secretary Eustice, seconded by Member Carr to note and file the monthly progress report for August.**

**Aye:** 5 Member Barrera, Member Carr, Secretary Eustice, Chair Hodges, Member Nader

**Abstain:**1 Treasurer Wandling

**5. Discussion and Action to Increase the Base Salary of One Sales Manager Position from \$90,000 to \$95,000 Annually.**

Recommendation: Approve the Increase of One Sales Manager Position from \$90,000 to \$95,000 Annually.

Secretary Eustice reported they interviewed Anthony and talked among themselves to discuss health benefits, relocation costs, and salary.

Member Nader added that the meeting was noticed to discuss the addition of \$5,000; however, this amount had changed after the meeting was noticed. Member Nader suggested to re-notice this item so the Board can further discuss and provide a term sheet of what the committee discussed.

Chair Hodges suggested a Special Meeting be called to discuss this item.

**A motion was made by Secretary Eustice, seconded by Member Nader to defer Agenda Item #5 for further discussion at a Special Meeting on September 20, 2021 at 9:00 a.m.**

**Aye: 6** Member Barrera, Member Carr, Secretary Eustice, Chair Hodges, Member Nader, Treasurer Wandling

**6. Discussion and Action on Payroll Funding Request to the City in the Amount of \$250,000.**

Recommendation: Approve the Chair to Request a Transfer of Tourism Improvement District Funds from the City in the Amount of \$250,000 for Sales Manager Payroll.

Nancy Thome indicated the Board will need funds to request TID funds from the City for payroll in preparation for the hiring of the sales managers. The suggested amount of \$250,000 should be sufficient to support the two sales manager salaries and any additional payroll tax and costs for this fiscal year.

**A motion was made by Member Carr, seconded by Secretary Eustice to authorize the Chair to request a transfer of Tourism Improvement District Funds from the City in the amount of \$250,000 for sales manager payroll.**

**Aye: 6** Member Barrera, Member Carr, Secretary Eustice, Chair Hodges, Member Nader, Treasurer Wandling

**7. Update on Temporary Administrative Assistant Position and Action to Change Temporary Position to Data Entry Clerk.**

Recommendation: Approve the Hiring of a Temporary Part-Time Data Entry Clerk Based on the Immediate Needs of the Organization.

Nancy Thome reported that Jasmine Suchoski resigned from the temporary Administrative Assistant position. Jasmine had indicated that the database work was not the type of work she was interested in doing. With Jasmine's feedback on the position/work and an assessment of the priority work that needed to be completed at this time, both she and Dan Fenton agreed that it would benefit the DMO to look for a temporary staff with database experience and CRM background. To identify a candidate with the needed skill set, it was recommended to change the position to a part-time data entry clerk so the role would be

more in line with the actual tasks. This project was still expected to only go thru December. Any recommendations to extend the project timeline will be brought back to the Board.

**A motion was made by Member Nader, seconded by Kelly Carr to approve the hiring of a temporary part-time Data Entry Clerk.**

**Aye: 6** Member Barrera, Member Carr, Secretary Eustice, Chair Hodges, Member Nader, Treasurer Wandling

### **COMMITTEE CHAIR REPORTS**

#### **8. Nomination Committee**

There was no update provided by this committee.

#### **9. Organizational Hiring Committee**

Secretary Eustice reported that there are other sales manager candidates that JLL is working thru.

### **GENERAL ANNOUNCEMENTS**

Member Carr reported they just received notification today that the Convention Center received its GBAC certification. Member Carr expressed thanks to his staff member Augie who completed the process.

Treasurer Wandling requested for members to start thinking about how labour can help in creating Santa Clara to become the entertainment capital and how to keep the labour force involved in what the DMO is doing.

### **ADJOURNMENT**

The meeting adjourned at 3:58 p.m. The next regular scheduled meeting is on October 21, 2021 at 3:00 p.m.





**BOARD OF DIRECTORS SPECIAL MEETING  
MINUTES  
September 20, 2021 | 9:00 a.m.**

*Pursuant to the provisions of the California Governor's Executive Order N-29-20, issued on March 17, 2020, to prevent the spread of COVID-19, Discover Santa Clara has implemented methods for the public to participate remotely.*

*The public can participate remotely via Zoom: <https://zoom.us/j/97494034985>  
Meeting ID: 974 9403 4985 or by phone: 1 (669) 900-6833.*

**CALL TO ORDER**

Chair Hodges called the meeting to order at 9:02 a.m.

**ROLL CALL**

Present: Pablo Barrera, I.B.T Local Union 853  
Kelly Carr, Spectra Venue Management  
Catherine Lentz, Forty-Niners Stadium Management Company  
Joe Eustice, Hilton Santa Clara  
Eron Hodges, Hyatt Santa Clara  
Nadine Nader, City of Santa Clara  
Ruth Mizobe Shikada, City of Santa Clara (Ex-Officio) (joined at 9:04 a.m.)

Absent: Leo Wandling, I.A.T.S.E Local Union 134

A quorum of 6 was met.

Attendance: Nancy Thome, City of Santa Clara  
Dan Fenton, Jones Lang LaSalle

**PUBLIC COMMENT**

*For public comment on items not on the Agenda that is within the subject matter jurisdiction of the Board.*

There were no public comments.

**CONSENT AGENDA**

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**CONSENT ITEMS PULLED FOR DISCUSSION**

**PUBLIC PRESENTATIONS**

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There were no public presentations.

## **GENERAL BUSINESS – ITEMS FOR DISCUSSION**

### **1. Discussion and Action on Terms for the Sales Manager Position Including Salary and Other Benefits.**

Recommendation: Provide Direction and Take Action on Terms for the Sales Manager Position Including Salary and Other Benefits.

Member Carr reported the committee meet with a candidate that they all liked. Member Carr provided an overview of a term sheet the committee discussed and would like for the Board to consider:

- Salary – To remain competitive with hiring, the committee is recommending the Board consider increasing Sales Manager position from \$90,000 to up to \$97,500 annually.
- Incentive – There is currently no incentive offered until the Board approves an employee incentive plan. No change.
- Relocation – There is currently no budget allocated for relocation. The committee is recommending providing relocation to support a candidate's move.
- Cell Phone Stipend – No change.
- Medical and dental Insurance – Since there are no group plans offered at this time as the DMO requires a minimum of two employees, the committee is recommending employee reimbursement of up to \$675/month (\$650 for health and \$25 for dental). 15% of costs will be paid by employee and 85% of costs to be paid by DMO.
- Leaves – No change.

Nancy Thome clarified for Vice- Chair Lentz that the second employee was not the temporary Administrative Assistant position, and it would be the second Sales Manager hired. Chair Hodges stated that they are pursuing other Sales Managers and the goal is to hire the first and subsequently the second to address the group benefits.

Member Nader stated they had been discussing relocation at the \$5,000 range but would be more comfortable with \$2,500 and would like input from other members. Secretary Eustice indicated relocation would be a reimbursable expense and agreed with the range of \$2,500 to \$3,000.

Dan Fenton stated the candidate is relocating from El Paso, TX and is just relocating himself. The candidate has served the Bay Area and is a manager in his current role.

Chair Hodges stated that managers in his industry typically receive \$5,000 to \$10,000 for relocation.

Member Carr summarized the committee was looking for Board approval on the following actions:

1. To increase sales manager salary up to \$97,500.
2. To increase budget for sales incentive.
3. To provide a relocation budget.
4. To provide dental benefits.

Nancy Thome confirmed that additional costs could be absorbed into the current budget and would need to be updated in the development of the FY 2022/23 Operating Budget.

Member Barrera left the meeting at 9:20 a.m.

**A motion was made by Member Nader, seconded by Vice-Chair Lentz to approve the terms outlined in the packet with up to \$3,000 for relocation, and to approve the same terms for future Sales Manager candidate.**

**Aye:** 5 Member Carr, Secretary Eustice, Chair Hodges, Vice-Chair Lentz, Member Nader

Vice-Chair Lentz inquired as to what the next steps were. Dan Fenton stated that the offer letter can be finalized, and the start date is usually the Monday of a new pay period.

## **GENERAL ANNOUNCEMENTS**

## **ADJOURNMENT**

The meeting adjourned at 9:26 a.m. The next regular scheduled meeting is on October 21, 2021 at 3:00 p.m.



**CALL TO ORDER**

Secretary Eustice called the meeting to order at 2:07 p.m.

**ATTENDANCE**

Kelly Carr  
Joe Eustice  
Nadine Nader  
Dan Fenton, JLL  
Nancy Thome, City of Santa Clara

**DISCUSSION**

Dan Fenton reported he provided the candidate with the offer letter and candidate accepted. Currently he is looking at the best approach to facilitate the background check. Dan indicated the following:

1. ADP – The DMO has an HR Plus account and Member Carr did research what is available. There seems to only be access to HR forms and is not a personal approach in that there is not a live person to contact.
2. City approach – The City’s current vendor referred Dan to another vendor as the City’s vendor only takes clients who would have more than \$5,000 in expenses a year.
3. Talked with Ruth Shikada – Discussed doing a comparison on what Spectra, Searchwide, Hyatt and City. What he found was that they followed similar processes except that the City requires fingerprinting.

Dan added that a certification line would be added to the offer letter where the candidate certifies that what is in his resumé is true and agrees to future background checks; there is a benefit to fingerprinting - after the fingerprints are on file, if something happens post hiring, the employer will get notified. Dan recommended that the best option at this phase would be to use Searchwide or use the Hyatt Director who is also willing to complete the background check on the DMO’s behalf.

Member Nader stated it was a good idea to get fingerprinting done for future notifications. Secretary Eustice stated fingerprinting is not standard in their industry and the DMO needs to determine the standing policy for the future. Secretary Eustice added that if the fingerprinting could be done in a timely manner, they should, but if it can be implemented for future, it should be established as common practice.

Dan stated that he would use Searchwide until a system is put in place or a relationship is created with a direct partner. Member Nader agreed with the hiring process Dan highlighted

and to use Searchwide or who Dan could find to do it the fastest, and to let Anthony know he is subject to future background check. Secretary Eustice, Member Carr and Member Nader were in all in agreement.

With regards to the HR contractor, Dan Fenton reported that he and Nancy Thome met with a individual who currently works at a hotel in San José. She was very personable and had the knowledge and background. If the DMO goes this route, she would be hired as a contractor however, she would only be available 5 to 10 hours a week as she currently works full-time.

Nancy Thome reported she talked with CPS HR Consulting who could provide the policy and procedures development and a staffing pool the DMO could pull from depending on the HR area the DMO needed to consult on. She had also talked with Management Partners however it did not appear they had resources at this time that could support what the DMO is looking for.

The committee provided direction to provide a summary report to justify and document the selection process and to move forward with CPS HR Consulting.

The meeting adjourned at 2:41 p.m.

Silicon Valley/Santa Clara DMO Inc.  
Budget vs. Actuals  
FY 2021/2022 - Q1 REPORT

**BOARD OF DIRECTORS MEETING**  
**OCTOBER 21, 2021**  
**AGENDA ITEM 3**

10/14/2021

FY 2021/22 FUNDING ALLOCATION	Annual Budget	YTD Budget	Act YTD Exp	Actual YTD Exp vs YTD Budget	% YTD Expended
	<b>\$1,290,002.00</b>	<b>\$322,500.50</b>	<b>\$322,500.50</b>		
<b>Personnel</b>					
<b>Salary</b>					
CEO	\$215,000.00	<b>\$53,750.00</b>	\$71,666.67	(\$17,916.67)	133%
DOS	\$97,500.00	<b>\$24,375.00</b>	\$0.00	\$24,375.00	0%
SM1	\$90,000.00	<b>\$22,500.00</b>	\$0.00	\$22,500.00	0%
SM2	\$90,000.00	<b>\$22,500.00</b>	\$0.00	\$22,500.00	0%
Admin	\$70,000.00	<b>\$17,500.00</b>	\$0.00	\$17,500.00	0%
<b>Salary</b>	<b>\$562,500.00</b>	<b>\$140,625.00</b>	\$71,666.67	\$68,958.33	51%
<b>Payroll Taxes</b>					
CEO	\$15,964.00	<b>\$3,991.00</b>	\$4,056.80	(\$65.80)	102%
DOS	\$6,700.00	<b>\$1,675.00</b>	\$0.00	\$1,675.00	0%
SM1	\$7,650.00	<b>\$1,912.50</b>	\$0.00	\$1,912.50	0%
SM2	\$7,650.00	<b>\$1,912.50</b>	\$0.00	\$1,912.50	0%
Admin	\$5,642.00	<b>\$1,410.50</b>	\$0.00	\$1,410.50	0%
<b>Payroll Taxes</b>	<b>\$43,606.00</b>	<b>\$10,901.50</b>	\$4,056.80	\$6,844.70	37%
<b>Employee Benefits</b>					
<b>Health</b>					
Health - CEO	\$10,183.00	<b>\$2,545.75</b>	\$0.00	\$2,545.75	0%
Health - DOS	\$7,200.00	<b>\$1,800.00</b>	\$0.00	\$1,800.00	0%
Health - SM1	\$9,600.00	<b>\$2,400.00</b>	\$0.00	\$2,400.00	0%
Health - SM2	\$9,600.00	<b>\$2,400.00</b>	\$0.00	\$2,400.00	0%
Health - Admin	\$10,183.00	<b>\$2,545.75</b>	\$0.00	\$2,545.75	0%
<b>Health</b>	<b>\$46,766.00</b>	<b>\$11,691.50</b>	\$0.00	\$11,691.50	0%
<b>401K Fee</b>					
401K Fee - CEO	\$220.00	<b>\$55.00</b>	\$0.00	\$55.00	0%
401K Fee - DOS	\$220.00	<b>\$55.00</b>	\$0.00	\$55.00	0%
401K Fee - SM1	\$220.00	<b>\$55.00</b>	\$0.00	\$55.00	0%
401K Fee - SM2	\$220.00	<b>\$55.00</b>	\$0.00	\$55.00	0%
401K Fee - Admin	\$220.00	<b>\$55.00</b>	\$0.00	\$55.00	0%
<b>401K Fee</b>	<b>\$1,100.00</b>	<b>\$275.00</b>	\$0.00	\$275.00	0%
<b>Employee Benefits</b>	<b>\$47,866.00</b>	<b>\$11,966.50</b>	\$0.00	\$11,966.50	0%
<b>Employee Incentives</b>					
Employee Incentive DOS	\$24,375.00	<b>\$6,093.75</b>	\$0.00	\$6,093.75	0%
Employee Incentive SM1	\$22,500.00	<b>\$5,625.00</b>	\$0.00	\$5,625.00	0%
Employee Incentive SM2	\$22,500.00	<b>\$5,625.00</b>	\$0.00	\$5,625.00	0%
<b>Employee Incentives</b>	<b>\$69,375.00</b>	<b>\$17,343.75</b>	\$0.00	\$17,343.75	0%
<b>Other</b>					
Cell Phone Stipend - CEO	\$480.00	<b>\$120.00</b>	\$0.00	\$120.00	0%
Cell Phone Stipend - DOS	\$360.00	<b>\$90.00</b>	\$0.00	\$90.00	0%
Cell Phone Stipend - SM1	\$480.00	<b>\$120.00</b>	\$0.00	\$120.00	0%
Cell Phone Stipend - SM2	\$480.00	<b>\$120.00</b>	\$0.00	\$120.00	0%
Cell Phone Stipend - Admin	\$480.00	<b>\$120.00</b>	\$0.00	\$120.00	0%
<b>Other</b>	<b>\$2,280.00</b>	<b>\$570.00</b>	\$0.00	\$570.00	0%
<b>TOTAL PERSONNEL EXPENSE</b>	<b>\$725,627.00</b>	<b>\$181,406.75</b>	<b>\$75,723.47</b>	\$105,683.28	42%

Silicon Valley/Santa Clara DMO Inc.  
Budget vs. Actuals  
FY 2021/2022 - Q1 REPORT

10/14/2021

	Annual Budget	YTD Budget	Act YTD Exp	Actual YTD Exp vs YTD Budget	% YTD Expended
<b>PURCHASED GOODS &amp; SERVICES</b>					
<b><u>Contract Services</u></b>					
Fiscal Services	\$17,000.00	\$4,250.00	\$3,300.84	\$949.16	78%
Legal Services	\$24,000.00	\$6,000.00	\$4,727.50	\$1,272.50	79%
Payroll Services	\$4,500.00	\$1,125.00	\$144.95	\$980.05	13%
Audit	\$15,000.00	\$3,750.00	\$0.00	\$3,750.00	0%
IT	\$5,376.00	\$1,344.00	\$792.00	\$552.00	59%
Professional Services	\$60,000.00	\$15,000.00	\$15,000.00	\$0.00	100%
HR Services	\$30,000.00	\$7,500.00	\$0.00	\$7,500.00	0%
Staffing	\$0.00	\$0.00	\$7,738.50	(\$7,738.50)	0%
Marketing	\$100,000.00	\$25,000.00	\$30,000.00	(\$5,000.00)	120%
Website	\$22,000.00	\$5,500.00	\$7,199.88	(\$1,699.88)	131%
Branding	\$28,000.00	\$7,000.00	\$9,500.00	(\$2,500.00)	136%
<b>Contract Services</b>	<b>\$305,876.00</b>	<b>\$76,469.00</b>	<b>\$78,403.67</b>	<b>(\$1,934.67)</b>	<b>103%</b>
<b><u>Operating Supplies</u></b>					
Software Licenses	\$3,500.00	\$875.00	\$82.02	\$792.98	9%
Postage	\$300.00	\$75.00	\$0.00	\$75.00	0%
IT	\$15,600.00	\$3,900.00	\$0.00	\$3,900.00	0%
Office Supplies	\$5,000.00	\$1,250.00	\$0.00	\$1,250.00	0%
<b>Operating Supplies</b>	<b>\$24,400.00</b>	<b>\$6,100.00</b>	<b>\$82.02</b>	<b>\$6,017.98</b>	<b>1%</b>
<b><u>Insurance</u></b>					
Workers Compensation	\$3,078.00	\$769.50	\$444.99	\$324.51	58%
Business Owners Liability & Property	\$1,597.00	\$399.25	\$432.51	(\$33.26)	108%
Professional Cyber Liability	\$1,839.00	\$459.75	\$0.00	\$459.75	0%
Management Liability	\$2,096.00	\$524.00	\$0.00	\$524.00	0%
<b>Insurance</b>	<b>\$8,610.00</b>	<b>\$2,152.50</b>	<b>\$877.50</b>	<b>\$1,275.00</b>	<b>41%</b>
<b><u>Memberships</u></b>					
Destinations International	\$1,047.00	\$261.75	\$0.00	\$261.75	0%
PCMA	\$1,000.00	\$250.00	\$0.00	\$250.00	0%
MPI ACE/WEC	\$1,125.00	\$281.25	\$137.25	\$144.00	49%
CALSAE	\$700.00	\$175.00	\$0.00	\$175.00	0%
Recruitment			\$749.00		
<b>Memberships</b>	<b>\$3,872.00</b>	<b>\$968.00</b>	<b>\$886.25</b>	<b>\$81.75</b>	<b>92%</b>
<b><u>Subscription Services</u></b>					
CRM	\$8,200.00	\$2,050.00	\$2,166.68	(\$116.68)	106%
CVENT	\$31,473.00	\$7,868.25	\$0.00	\$7,868.25	0%
Destination International	\$7,725.00	\$1,931.25	\$0.00	\$1,931.25	0%
Trade Journal/Newspapers	\$600.00	\$150.00	\$0.00	\$150.00	0%
<b>Subscription Services</b>	<b>\$47,998.00</b>	<b>\$11,999.50</b>	<b>\$2,166.68</b>	<b>\$9,832.82</b>	<b>18%</b>
<b><u>Conferences and Trade Shows</u></b>					
MPI ACE/WEC	\$1,500.00	\$375.00	\$0.00	\$375.00	0%
CALSAE	\$2,400.00	\$600.00	\$0.00	\$600.00	0%
CONNECT	\$5,000.00	\$1,250.00	\$0.00	\$1,250.00	0%
<b>Conferences and Trade Shows</b>	<b>\$8,900.00</b>	<b>\$2,225.00</b>	<b>\$0.00</b>	<b>\$2,225.00</b>	<b>0%</b>
<b><u>Business Development</u></b>	<b>\$50,000.00</b>	<b>\$12,500.00</b>	<b>\$0.00</b>	<b>\$12,500.00</b>	<b>0%</b>
<b><u>Travel &amp; Entertainment</u></b>	<b>\$20,000.00</b>	<b>\$5,000.00</b>	<b>\$0.00</b>	<b>\$5,000.00</b>	<b>0%</b>
<b><u>Advertising &amp; Promotion</u></b>	<b>\$25,000.00</b>	<b>\$6,250.00</b>	<b>\$0.00</b>	<b>\$6,250.00</b>	<b>0%</b>
<b><u>Support Services</u></b>					

**Silicon Valley/Santa Clara DMO Inc.**  
**Budget vs. Actuals**  
**FY 2021/2022 - Q1 REPORT**

10/14/2021

	Annual Budget	YTD Budget	Act YTD Exp	Actual YTD Exp vs YTD Budget	% YTD Expended
Client Events	\$17,500.00	<b>\$4,375.00</b>	\$0.00	\$4,375.00	0%
Site Visits	\$5,000.00	<b>\$1,250.00</b>	\$0.00	\$1,250.00	0%
Familiarization Trips	\$20,000.00	<b>\$5,000.00</b>	\$0.00	\$5,000.00	0%
<b>Support Services</b>	<b>\$42,500.00</b>	<b>\$10,625.00</b>	<b>\$0.00</b>	\$10,625.00	<b>0%</b>
<b>TOTAL PURCHASED GOODS &amp; SERVICES EXPENSE</b>	\$537,156.00	<b>\$134,289.00</b>	\$82,416.12	\$51,872.88	61%
<b>CONTINGENCY</b>	\$15,000.00	<b>\$3,750.00</b>	\$0.00	\$3,750.00	0%
<b>CITY ADMINISTRATIVE FEE</b>	\$12,219.00	<b>\$3,054.75</b>	\$0.00	\$3,054.75	0%
<b>TOTAL OPERATING EXPENSES</b>	\$1,290,002.00	<b>\$322,500.50</b>	\$158,139.59	\$164,360.91	49%
<b>FUND SURPLUS(DEFICIT)</b>			<b>\$164,360.91</b>		



**Silicon Valley/Santa Clara DMO, Inc.**  
**FY 2021/22 YEAR-TO-DATE (YTD) SUMMARY**

FY 2021/22 Q1 Report (10/14/2021)	FY 2021/22 Budget	YTD Budget	Actual YTD Exp	Exp vs. YTD	Expended
<b>FY 2021/22 FUNDING ALLOCATION</b>	<b>\$1,290,002</b>	<b>\$107,500</b>	<b>\$107,500</b>	<b>\$0</b>	<b>100%</b>
<b>Personnel</b>					
Salary	\$562,500	\$140,625	\$71,667	\$68,958	51%
Payroll Taxes	\$43,606	\$10,902	\$4,057	\$6,845	37%
Health	\$46,766	\$11,692	\$0	\$11,692	0%
401K Fee	\$1,100	\$275	\$0	\$275	0%
Employee Benefits	\$47,866	\$11,967	\$0	\$11,967	0%
Employee Incentives	\$69,375	\$17,344	\$0	\$17,344	0%
Other	\$2,280	\$570	\$0	\$570	0%
<b>TOTAL PERSONNEL EXPENSE</b>	<b>\$725,627</b>	<b>\$181,407</b>	<b>\$75,723</b>	<b>\$105,683</b>	<b>42%</b>
<b>Purchased Goods and Services Expense</b>					
Contract Services	\$305,876	\$76,469	\$78,404	(\$1,935)	103%
Operating Supplies	\$24,400	\$6,100	\$82	\$6,018	1%
Insurance	\$8,610	\$2,153	\$878	\$1,275	41%
Memberships	\$3,872	\$968	\$886	\$82	92%
Subscription Services	\$47,998	\$12,000	\$2,167	\$9,833	18%
Conferences and Trade Shows	\$8,900	\$2,225	\$0	\$2,225	0%
Business Development	\$50,000	\$12,500	\$0	\$12,500	0%
Travel & Entertainment	\$20,000	\$5,000	\$0	\$5,000	0%
Advertising & Promotion	\$25,000	\$6,250	\$0	\$6,250	0%
Support Services	\$42,500	\$10,625	\$0	\$10,625	0%
<b>TOTAL PURCHASED GOODS &amp; SERVICES EXPENSE</b>	<b>\$537,156</b>	<b>\$134,289</b>	<b>\$82,416</b>	<b>\$51,873</b>	<b>61%</b>
<b>CONTINGENCY</b>	<b>\$15,000</b>	<b>\$3,750</b>	<b>\$0</b>	<b>\$3,750</b>	<b>0%</b>
<b>CITY ADMINISTRATIVE FEE</b>	<b>\$12,219</b>	<b>\$3,055</b>	<b>\$0</b>	<b>\$3,055</b>	<b>0%</b>
<b>TOTAL OPERATING EXPENSES</b>	<b>\$1,290,002</b>	<b>\$322,501</b>	<b>\$158,140</b>	<b>\$164,361</b>	<b>49%</b>

**AGREEMENT FOR SERVICES  
BETWEEN THE  
SILICON VALLEY/SANTA CLARA DMO, INC.  
AND  
CIVITAS ADVISORS, INC.**

**PREAMBLE**

This Agreement is entered into between **Silicon Valley/Santa Clara DMO, Inc.**, a California nonprofit corporation (the “DMO”), and **Civitas Advisors, Inc.**, a California corporation (Contractor). DMO and Contractor may be referred to individually as a “Party” or collectively as the “Parties” or the “Parties to this Agreement.”

**RECITALS**

- A. DMO desires to secure the 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 DMO; 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 TERMS AND CONDITIONS**

**1. AGREEMENT DOCUMENTS**

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

This Agreement, including the Exhibits set forth above, 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 shall govern and control.

## 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 November 1, 2021 and terminate on October 31, 2021.

## 3. SCOPE OF SERVICES & PERFORMANCE SCHEDULE

Contractor shall perform those Services specified in Exhibit A within the time stated in Exhibit A. Time is of the essence.

## 4. 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 DMO when defects are due to the negligence, errors or omissions of Contractor. If Contractor fails to promptly correct or replace materials or services, DMO may make corrections or replace materials or services and charge Contractor for the cost incurred by DMO.

## 5. QUALIFICATIONS OF CONTRACTOR - STANDARD OF CARE

Contractor represents and maintains that it has the expertise in the professional calling 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 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.

## 6. COMPENSATION AND PAYMENT

In consideration for Contractor's complete performance of Services, DMO shall pay Contractor for all materials provided and Services rendered by Contractor in accordance with Exhibit B, entitled "SCHEDULE OF FEES." The maximum compensation of this Agreement is **Four Thousand Dollars (\$4,000.00)** (including expenses as described in Exhibit B), 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. All work performed or materials provided in excess of the maximum

compensation shall be at Contractor's expense. Contractor shall not be entitled to any payment above the maximum compensation under any circumstance.

## **7. TERMINATION**

- A. Termination for Convenience. DMO shall have the right to terminate this Agreement, without cause or penalty, by giving not less than ten (10) days prior written notice to Contractor.
- B. 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.
- C. Effect of Termination. Upon termination, each Party shall assist the other in arranging an orderly transfer and close-out of 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.

## **8. 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 without the prior written approval of DMO. Contractor shall not hire subcontractors without express written permission from DMO.

Contractor shall be as fully responsible to DMO 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.

## **9. 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.

## **10. 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. Contractor has full rights to manage its employees in their performance of Services under this Agreement.

## **11. CONFIDENTIALITY OF MATERIAL**

All ideas, memoranda, specifications, plans, manufacturing procedures, data, drawings, descriptions, documents, discussions or other information developed

or received by or for Contractor and all other written information submitted to Contractor in connection with the performance of this Agreement shall be held confidential by Contractor and shall not, without the prior written consent of DMO, be used for any purposes other than the performance of the Services nor be disclosed to an entity not connected with performance of the Services. Nothing furnished to Contractor which is otherwise known to Contractor or becomes generally known to the related industry shall be deemed confidential.

## **12. 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 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. DMO 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.

## **13. 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 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 shall 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 may be requested by DMO in writing. Contractor agrees to assist DMO in meeting DMO's reporting requirements to the State and other agencies with respect to Contractor's Services hereunder.

## **14. HOLD HARMLESS/INDEMNIFICATION**

A. To the extent permitted by law, Contractor agrees to protect, defend, hold harmless and indemnify DMO, its DMO Council, commissions, 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, to the extent arising out of, pertaining to, or related to the negligence, recklessness, or willful misconduct of the Contractor, its employees, subcontractors, or agents in the performance, or non-performance, of Services under this Agreement.

- 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.

## 15. **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.

## 16. **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.

## 17. **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: Board of Directors Chair  
5001 Great America Parkway  
Santa Clara, CA 95054  
and by e-mail at [ehodges@discoversantaclara.org](mailto:ehodges@discoversantaclara.org)

And to Contractor addressed as follows:

Civitas Advisors, Inc.

Attention: NAME, TITLE  
1102 Corporate Way, Ste. 140  
Sacramento, CA 95831  
and by e-mail at

The workday 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.

**18. 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.

**19. CONFLICTS OF INTEREST**

Contractor certifies that to the best of its knowledge, no DMO 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 DMO if a conflict arises.

**20. 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.

**21. 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 express written consent of DMO.

**22. 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.

**23. 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.

**24. AMENDMENTS**

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

**25. 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.

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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: \_\_\_\_\_

\_\_\_\_\_  
ERON HODGES  
Board of Directors Chair  
5001 Great America Parkway  
Santa Clara, CA 95050  
Telephone: (408) 748-7076

“DMO”

**CIVITAS ADVISORS, INC.**  
a California corporation

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

By (Signature): \_\_\_\_\_

Name: John Lambeth

Title: President & CEO

Principal Place of Business Address: 1102 Corporate Way, STE #140  
Sacramento, CA 95831

Email Address: [jlambeth@civitasadvisors.com](mailto:jlambeth@civitasadvisors.com)

Telephone: (916) 437-4300

Fax: (916) 436-5029

“CONTRACTOR”

**EXHIBIT A**  
**SCOPE OF SERVICES**

Contractor shall assist the DMO in the disestablishment of the Visit Santa Clara (VSC) nonprofit corporation. Services will be provided in accordance with the following process and include the following as indicated:

**1. PARAMETER DETERMINATION**

- 1.1. Contractor shall schedule on conference or Zoom call to discuss corporation dissolution parameters and dissolution initiation process. Contractor shall outline the most advantageous approach and any optional steps to validate why recommended approach is in the best interest of the DMO.

**2. APPROVAL OF VSC STANDARD DISSOLUTION**

- 2.1. Standard dissolution is managed by the VSC Board of Directors and dissolution must be approved by the Board. A Plan of Dissolution, a written plan that details the entire process and provides a description of how VSC intends to distribute its remaining assets and address its remaining liabilities, if any, will be provided to the Board for approval.
- 2.2. Contractor shall prepare a Plan of Dissolution for VSC's review, comment, and approval, and once approved for VSC Board approval.

**3. CALIFORNIA FRANCHISE TAX BOARD (FTB) DOCUMENT FILINGS**

- 3.1. VSC shall be responsible for filing, with the California Franchise Tax Board, all delinquent tax returns and for paying all tax balances, including any penalties, fees, and interest; if requested by VSC, Contractor shall review and provide feedback.

**4. INTERNAL REVENUE SERVICE FILING**

- 4.1. Contractor shall send a letter to the IRS notifying them that VSC's EIN account will be inactive.

**5. PREPARE CERTIFICATE OF DISSOLUTION**

- 5.1. Contractor shall prepare for VSC's approval the appropriate Certificate of Dissolution Form to be filed with the Secretary of State (SOS).

**6. FINAL STATE TAX RETURN AND VERIFY CURRENT STATUS WITH FTB**

6.1. VSC shall file its final tax return to the IRS. The final state tax return will officially dissolve the business for tax purposes; if requested by VSC, Contractor shall review and provide feedback.

## **7. PLAN DISTRIBUTION OF REMAINING ASSETS**

7.1. It is a legal requirement to transfer all remaining assets of a nonprofit to another tax-exempt organization (or the government). Contractor shall advise VSC with respect to such transfer any remaining assets, if applicable, to the nonprofit proposed by VSC; VSC shall be responsible for the transfer of funds.

## **8. OBTAIN DISSOLUTION WAIVER FROM THE ATTORNEY GENERAL'S OFFICE BEFORE DISPOSING OF ANY REMAINING ASSETS**

8.1. VSC must seek a written waiver of objections from the Attorney General (AG) of VSC's proposed distribution of assets. To request a waiver, VSC must send to the AG office:

- (a) A letter detailing all individuals or groups who will receive the VSC's remaining assets.
- (b) A signed copy of the Certificate of Dissolution prepared for submission to the SOS.
- (c) A copy of VSC's IRS Forms for the last three accounting periods.
- (d) An endorsed-filed copy of VCS's Articles of Incorporation, including any amendments.

8.2. Contractor shall assist VSC in collecting all necessary documents to apply for a Dissolution Waiver from the AG.

## **9. SUBMIT FINAL NOTICE OF SUBMISSION TO THE SECRETARY OF STATE'S OFFICE (SOS)**

9.1. Contractor shall prepare, complete and compile documents for the final dissolution packet to be submitted to the SOS. The packet shall include:

- (a) Executed Certificate of Dissolution.
- (b) Letter from the AG, either waiving objections to the proposed distribution of the corporation's assets or confirming that the corporation has no assets.
- (c) Request the SOS to return a certified copy of the Certificate of Dissolution to VSC.

## **10. SUBMIT FINAL NOTICE OF SUBMISSION TO THE ATTORNEY GENERAL'S OFFICE**

10.1. Contractor shall prepare, complete and compile documents for the final dissolution packet to be submitted to the AG. The packet shall include:

- (a) A copy if the Certificate of Dissolution filed by the SOS, or written confirmation that the Certificate of Dissolution has been filed with the SOS; and
- (b) The final financial report for the corporation showing that all assets were distributed properly, resulting in a zero balance.

DRAFT

**EXHIBIT B**  
**SCHEDULE OF FEES**

Contractor shall bill DMO in a format approved by DMO and subject to verification and approval by DMO. DMO shall pay Contractor within thirty (30) days of DMO's receipt of an approved invoice.

**1. FEES**

- 1.1. Professional Fees: The professional fees for the Scope of Services shall be \$3,500.
- 1.2. Expenses: The DMO shall be responsible for all costs and expenses incurred by Contractor, in addition to the professional fees. Ordinary expenses, such as telephone and postage, will be billed at four percent (4%) of professional fees on each invoice. Other expenses, such as overnight delivery or filing fees shall be billed at Contractor's actual costs. Expenses are not expected to exceed \$500.

**2. BILLING**

- 2.1. Contractor shall send DMO two (2) invoices.
  - 2.1.1. The first invoice for \$2,500 will be due and payable upon the execution of this Agreement.
  - 2.1.2. The second invoice for \$1,000 and any other expenses incurred by the Contractor, will be send to the DMO after the final Notices of Submission are files with the Secretary of State's Office and the Attorney General's Office.

**EXHIBIT C**  
**INSURANCE REQUIREMENTS**

Without limiting the Contractor's indemnification of the DMO, 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 the DMO, 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 the DMO of Santa Clara so that any other coverage held by the DMO 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 shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits;
  - b. There shall be no cross-liability exclusion which precludes coverage for claims or suits by one insured against another; and
  - c. Coverage shall apply separately to each insured against whom a claim is made, or a suit is brought, except with respect to the limits of liability.

**B. BUSINESS AUTOMOBILE LIABILITY INSURANCE**

Business automobile liability insurance policy which provides coverage at least as broad as ISO form CA 00 01 with policy limits a minimum limit of not less than one million dollars (\$1,000,000) each accident using, or providing coverage at

least as broad as, Insurance Services Office form CA 00 01. Liability coverage shall apply to all owned (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 the DMO of Santa Clara, its DMO Council, 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's Office.

### **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. DMO of Santa Clara, its DMO Council, commissions, 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 to:

EBIX Inc.  
DMO of Santa Clara DMO Manager's Office  
P.O. Box 100085 – S2  
Duluth, GA 30096

Telephone number: 951-766-2280  
Fax number: 770-325-0409  
Email address: [ctsantaclara@ebix.com](mailto:ctsantaclara@ebix.com)

#### **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.

**FUNDING AGREEMENT  
BETWEEN  
SILICON VALLEY/SANTA CLARA DMO, INC.  
AND  
THE CITY OF SANTA CLARA**

**PREAMBLE**

This Funding Agreement ("Agreement") is entered into between **Silicon Valley/Santa Clara DMO, Inc.**, a California non-profit mutual benefit corporation ("DMO") and the **City of Santa Clara**, a chartered California municipal corporation (the "City") and. DMO and City may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

**RECITALS**

- A. The Santa Clara Tourism Improvement District (TID) was established in 2004 to assist with marketing the City to hotel and convention center groups and visitors;
- B. The DMO incorporated in August 2019 to take over the marketing and promotion services previously provided by the Santa Clara Chamber of Commerce;
- C. The DMO serves as the TID's Owner's Association, is fully funded by the TID, and is responsible for the implementing TID programs and managing funds.
- D. The DMO is committing funds to the City to be used exclusively for City staff assistance with furthering the development of the organization;
- E. 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 TERMS AND CONDITIONS**

**1. 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 date Agreement is signed by the DMO and terminate in one year.

**2. SCOPE OF SERVICES**

City agrees to provide the following services with DMO funds:

- a. Provide technical and management assistance to the Board including continued participation as Ex-Officio Board Member.

- b. Serve as a resource to the DMO on strategies to further develop the organization.
- c. Determine policies and procedures for the organization and structure; work with Board Members to develop and define.
- d. Lead efforts in the development of organizational policies and procedures including but not limited to human resources and finance.
- e. Lead efforts in the development of the Employee Incentive Program.
- f. Assist in other organizational areas as requested by the DMO.

### 3. COMPENSATION AND PAYMENT

- A. DMO shall reimburse the City for services provided by City staff Ruth Mizobe Shikada at a rate of \$200.00 per hour. The maximum compensation payable to City under this Agreement is **Forty-Thousand Dollars and No Cents (\$40,000.00)**.
- B. The City shall submit an invoice with reasonable supporting documentation evidencing that the City incurred the invoiced expenses to the DMO on a monthly basis. As the City currently holds DMO funds in its bank account and has fiduciary responsibility over said funds, payment to the City shall occur by an internal transfer of funds.

### 4. TERMINATION

- A. Termination for Convenience. The DMO and City shall have the right to terminate this Agreement, without cause or penalty, by giving not less than Thirty (30) days' prior written notice to the other Party.
- B. Effect of Termination. Upon termination, each Party shall assist the other in arranging an orderly transfer and close-out of services. As soon as possible following the notice of termination, but no later than ten (10) days after the notice of termination, City will deliver to DMO all DMO information or material that City has in its possession.

### 5. ASSIGNMENT AND SUBCONTRACTING

DMO and City 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.

City shall be as fully responsible to the DMO for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as City is for the acts and omissions of persons directly employed by it.

**6. 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.

**7. INDEPENDENT CONTRACTOR**

City and all person(s) employed by or contracted with City to furnish labor and/or materials under this Agreement are independent contractors and do not act as agent(s) or employee(s) of the DMO. City has full rights to manage its employees in their performance of City's obligations under this Agreement.

**8. HOLD HARMLESS/INDEMNIFICATION**

- A. To the extent permitted by law, DMO agrees to protect, defend, hold harmless and indemnify the City, its City Council, commissions, 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 disbursements made on behalf of DMO pursuant to this Agreement – including claims of any kind by DMO's employees or persons contracting with DMO – and shall expressly include passive or active negligence by the City connected with the Services. However, the obligation to indemnify shall not apply if such liability is ultimately adjudicated to have arisen through the sole active negligence or sole willful misconduct of the City; the obligation to defend is not similarly limited.
- B. DMO's obligation to protect, defend, indemnify, and hold harmless in full the City and City's employees, shall specifically extend to any and all employment-related claims of any type brought by employees, contractors, subcontractors, or other agents of DMO, against the City (either alone, or jointly with DMO), regardless of venue/jurisdiction in which the claim is brought and the manner of relief sought.
- C. To the extent DMO 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, DMO warrants that it is meeting its obligations under the Act and will fully indemnify and hold harmless the City for any penalties, fines, adverse rulings, or tax payments associated with DMO's responsibilities under the Act.

**9. WAIVER**

City 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.

**10. NOTICES**

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

Silicon Valley/Santa Clara DMO, Inc.  
Attention: Board Chair  
5001 Great America Parkway  
Santa Clara, CA 95054  
and by email at [ehodges@discoversantaclara.org](mailto:ehodges@discoversantaclara.org)

And to City addressed as follows:

City of Santa Clara  
Attention: City Manager’s Office  
1500 Warburton Avenue  
Santa Clara, CA 95050  
and by email at [manager@santaclaraca.gov](mailto:manager@santaclaraca.gov)

The workday 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.

**11. COMPLIANCE WITH LAWS**

City 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, City’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. Additionally, City has read and agrees to comply with City’s Ethical Standards (<http://santaclaraca.gov/home/showdocument?id=58299>).

**12. CONFLICTS OF INTEREST**

City certifies that to the best of its knowledge, no DMO officer, employee or authorized representative has any financial interest in the business of City and

that no person associated with City has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement. City 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. City will advise DMO if a conflict arises.

**13. FAIR EMPLOYMENT**

DMO 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.

**14. NO USE OF CITY NAME OR EMBLEM**

City 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 express written consent of DMO.

**15. 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 Jose, California.

**16. 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.

**17. AMENDMENTS**

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

**18. 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: \_\_\_\_\_

\_\_\_\_\_  
ERON HODGES  
Board of Directors Chair  
5001 Great America Parkway  
Santa Clara, CA 95050  
Telephone: (408) 748-7076

“DMO”

**CITY OF SANTA CLARA**  
a charter California municipal corporation

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

By (Signature): \_\_\_\_\_

Name: Deanna J. Santana

Title: City Manager

Principal Place of Business Address: 1500 Warburton Avenue

Santa Clara, CA 95054

Email Address: dsantana@santaclaraca.gov

Telephone: (408) 615-2210

“CITY”

## Objective

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Simpleview will add two (2) additional users to access Silicon Valley/Santa Clara DMO, Inc. CRM.

## Cost Summary

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The quote is valid for thirty days. Any change or addition to the above scope of work will result in the creation of a new work order.

Per User Annual Fee (\$1,200/year, 2 users)	\$2,400/year
<b>Total Cost:</b>	<b>\$2,400/year</b>

## Moving Forward

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In order for Simpleview to proceed with the project execution, we will need your signature accepting the project and budget.

-----  
Authorized Signature (required to begin work)

-----  
Today's Date

-----  
Printed Name

-----  
Organization

**Please email the completed form to [kelly.genzman@simpleviewinc.com](mailto:kelly.genzman@simpleviewinc.com) or fax to 520.575.1171.**





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BOARD OF DIRECTORS MEETING  
OCTOBER 21, 2021  
AGENDA ITEM 8

# *Santa Clara Convention Center*

## **Monthly Sales Progress Report**

**September 2021**

# Sales Meeting Topics



## Discussion Topics:

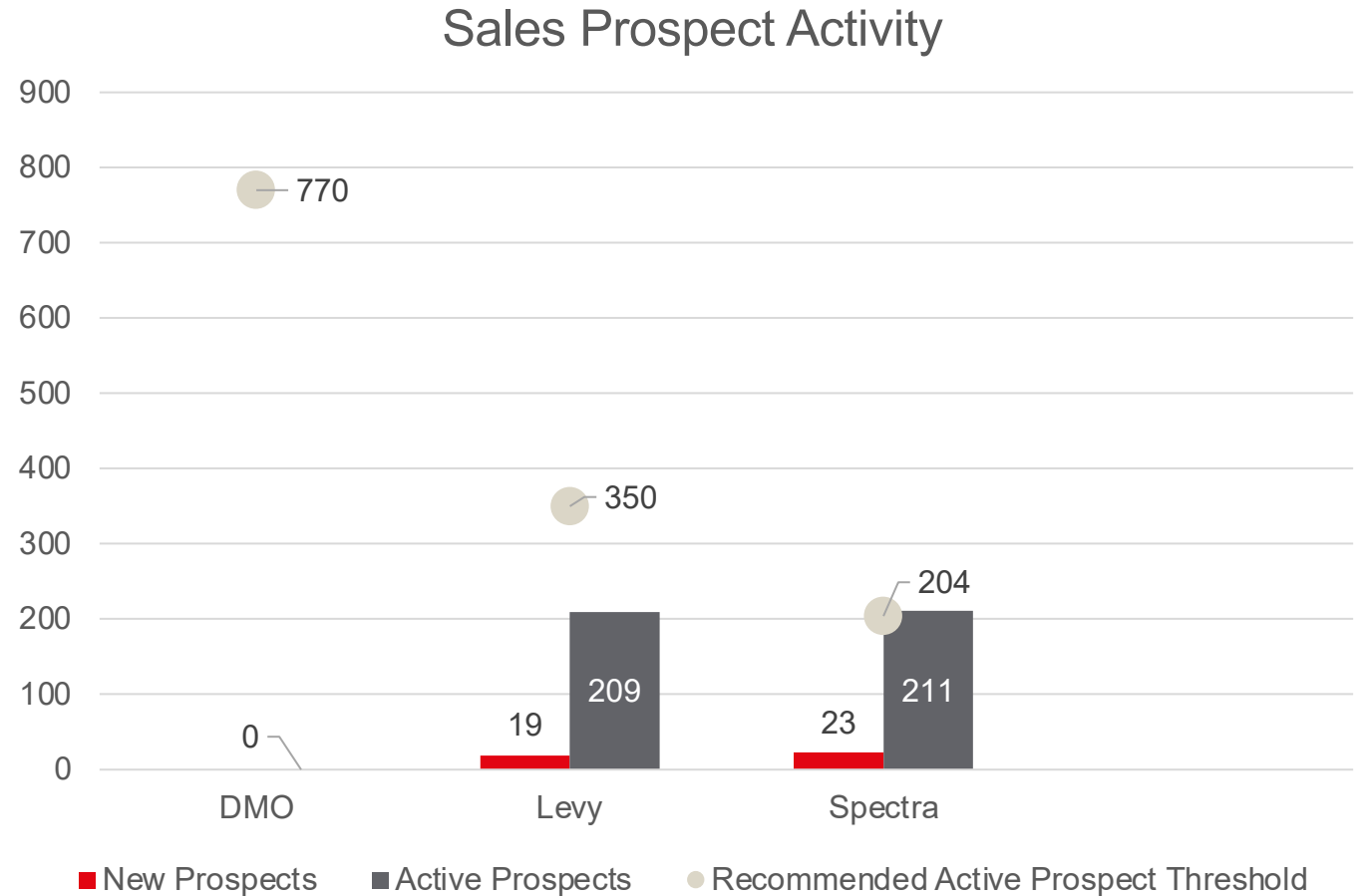
- Review monthly sales report
  - Prospect activity
  - Tentative conversion
  - Definite conversion
  - Pace to budget
  - Pace to booking goals
  - Lost events by reason
  - SCCC rental revenue
  - SCCC F&B revenue
  - Group economic impact calculation integration

# SCCC Sales Prospects



The sales teams across all partners added **42** new prospects for the SCCC in the month of September.

- There is a goal to maintain a certain level of sales activity.
  - Spectra = 204
  - Levy = 350
  - DMO = 770
- New prospects added represent:
  - Over 10,100 room nights and 55,570 attendees
  - \$1,013,320.00 in SCCC rental revenue
  - \$3,443,505.00 in SCCC F&B revenue
- Economic Impact
  - To be added for months going forward



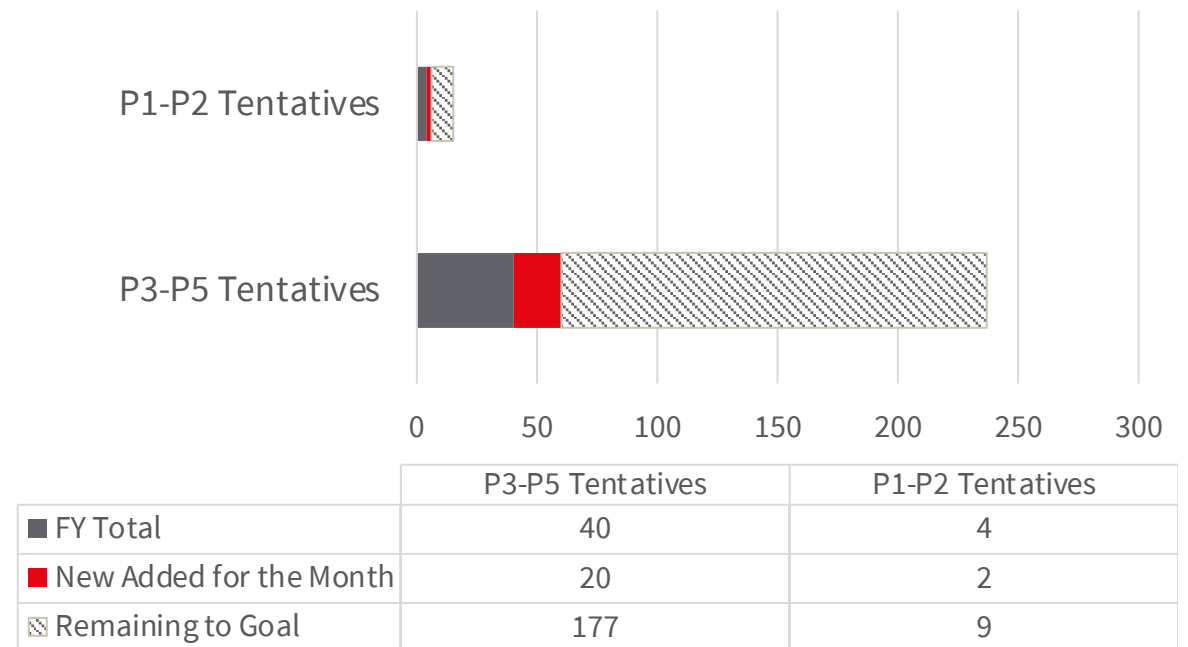
# SCCC Sales Tentative Events



The sales teams across all partners added **22** new tentative events for the SCCC in the month of September.

- There is a goal to achieve **252** tentatives annually
- The SCCC team achieved **25%** of its overall annual goal
  - Spectra achieved 24% of 119
  - Levy achieved 30% of 119
- The DMO team has achieved **40%** of its annual goal
- The conversion rate from prospect to tentative YTD is just under **14%**
- Economic Impact
  - To be added for months going forward

Total Tentatives Funnel





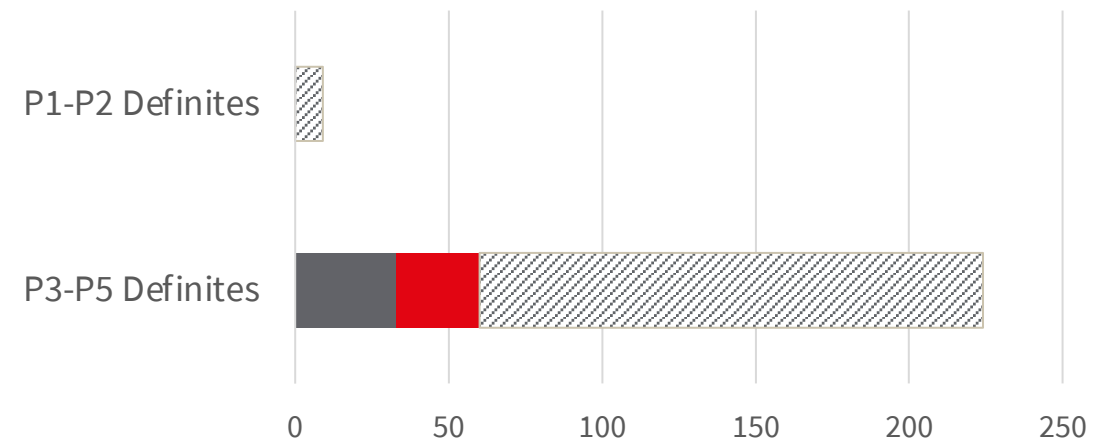
# SCCC Sales Definite Events



The sales teams across all partners added **27** new definite events for the SCCC in the month of September for future dates.

- The SCCC teams FY definite booking goal is **224**
  - Spectra’s goal is 30
  - Levy’s goal is 194
- The DMO FY definite booking goal is **9**
- The conversion rate from tentative to definite YTD is just over **41%**
  - Spectra booked 25
  - Levy booked 2
- Economic Impact
  - To be added for months going forward

Total Definites Funnel



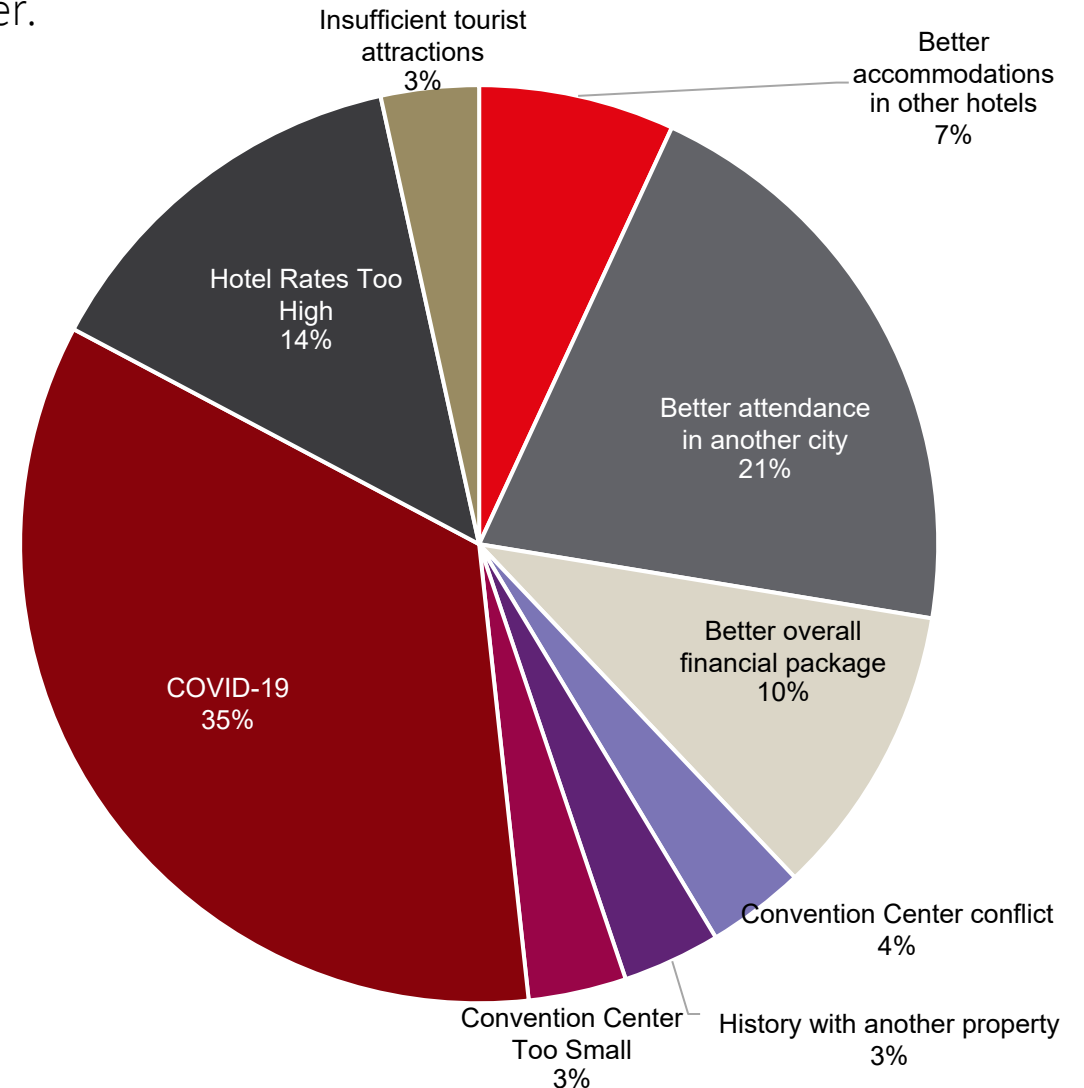
# SCCC Sales Lost Events



## Lost Business by Reason YTD

There were 11 pieces of lost business in the month of September.

- The lost business for the month were events that would have occurred in 2021, 2022, 2023.
- The events represented:
  - Over 11,000 room nights
  - \$2,358,163 in SCCC revenue (rental + F&B)
  - 11,630 attendees
- Cities/Destinations lost to:
  - NYC
  - San Diego
  - Denver
- Economic Impact
  - To be added for months going forward



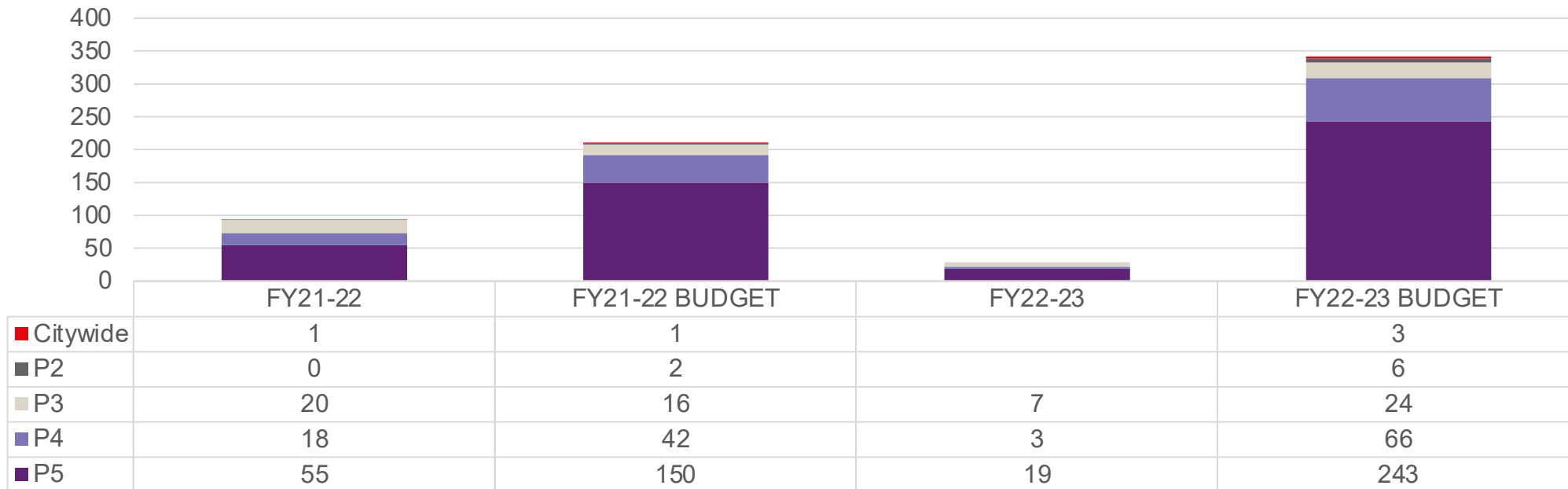
# FY Budget Events (consumed in these FY)



\*\*Goals developed with anticipated October 2021 opening

**Business Mix**  
 38% room night generating events FY21-22 Budget  
 38% Room nights generating events FY22-23 Budget

FY Consumed Budget Events



# Booking Goals (booked for future years)

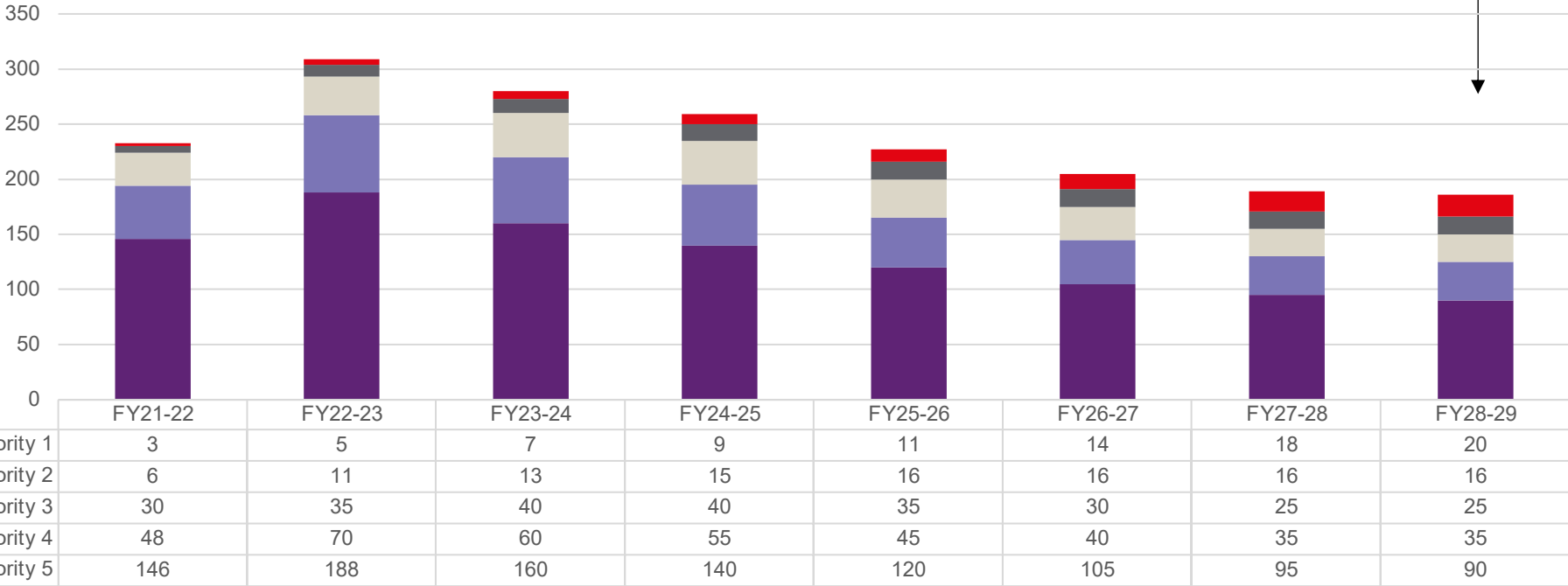


Notes on changes:

- Extended from 5 years to 8 years
- Reduced P1 & P2 booking goals in earlier years
  - Extended ramp up period to stabilize in year-7
- P3-P5 events scale down to normalize as P1-P2 events ramp up

Stabilized year  
Booked & Consumed  
annually from here  
forward

SCCC Path to Booked & Consumed Events Annually  
FY28-29 is Stabilized Year



Booking Goals





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# *Santa Clara Convention Center*

## **Monthly Sales Progress Report**

**August 2021 (REVISED 10/15/2021)**



# Sales Meeting Topics



## Discussion Topics:

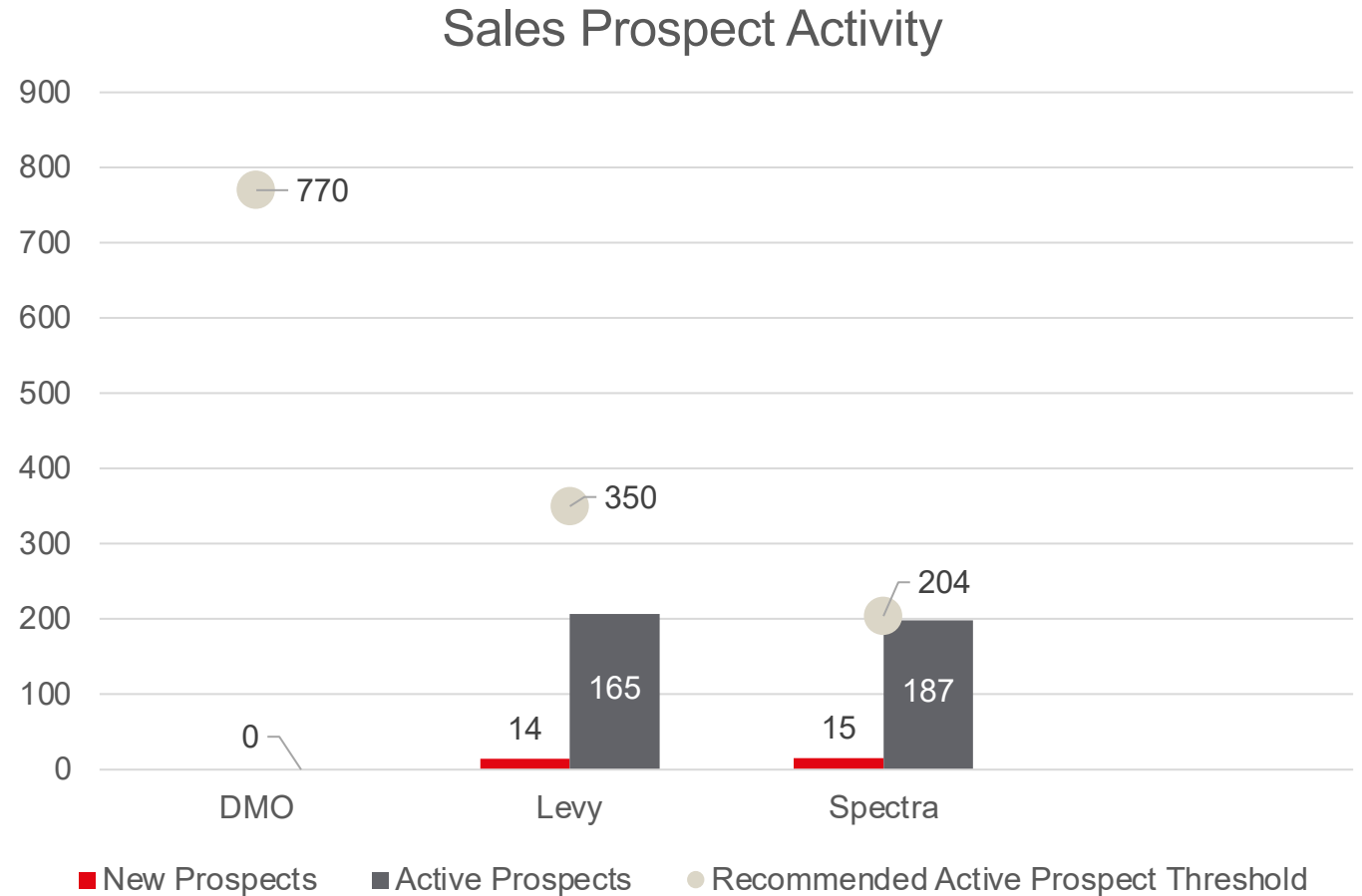
- Review monthly sales report
  - Prospect activity
  - Tentative conversion
  - Definite conversion
  - Pace to budget
  - Pace to booking goals
  - Lost events by reason
  - SCCC rental revenue
  - SCCC F&B revenue
  - Group economic impact calculation integration

# SCCC Sales Prospects



The sales teams across all partners added **24** new prospects for the SCCC in the month of August.

- There is a goal to maintain a certain level of sales activity.
  - Spectra = 204
  - Levy = 350
  - DMO = 770
- New prospects added represent:
  - Over 12,500 room nights and 21,300 attendees
  - \$676,057 in SCCC rental revenue
  - \$1,455,000.00 in SCCC F&B revenue
- Economic Impact
  - To be added for months going forward



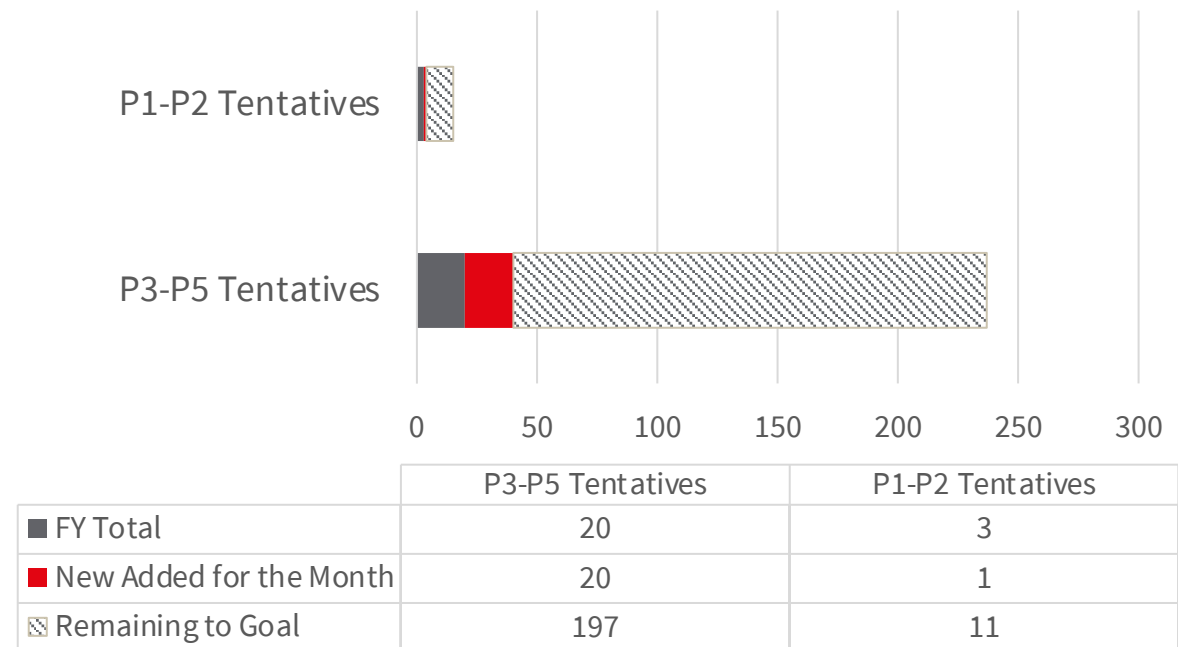
# SCCC Sales Tentative Events



The sales teams across all partners added **21** new tentative events for the SCCC in the month of August.

- There is a goal to achieve **252** tentatives annually
- The SCCC team achieved **17%** of its overall annual goal
  - Spectra achieved 16% of 119
  - Levy achieved 20% of 119
- The DMO team has achieved **27%** of its annual goal
- The conversion rate from prospect to tentative YTD is just over **9%**
- Economic Impact
  - To be added for months going forward

Total Tentatives Funnel





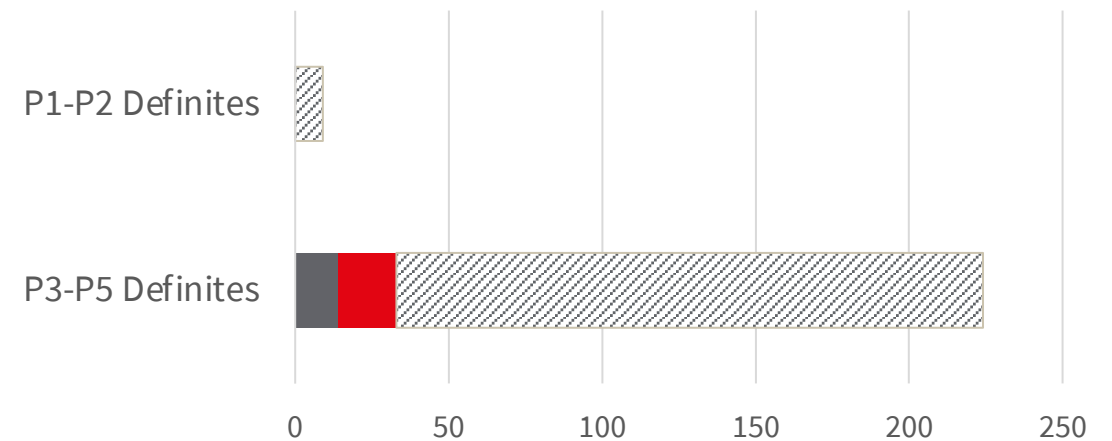
# SCCC Sales Definite Events



The sales teams across all partners added **19** new definite events for the SCCC in the month of August for future dates.

- The SCCC teams FY definite booking goal is **224**
  - Spectra’s goal is 30
  - Levy’s goal is 194
- The DMO FY definite booking goal is **9**
- The conversion rate from tentative to definite YTD is just over **43%**
  - Spectra booked 13
  - Levy booked 6
- Economic Impact
  - To be added for months going forward

Total Definites Funnel



	P3-P5 Definites	P1-P2 Definites
■ FY Total	14	0
■ New Added for the Month	19	0
▨ Remaining to Goal	191	9

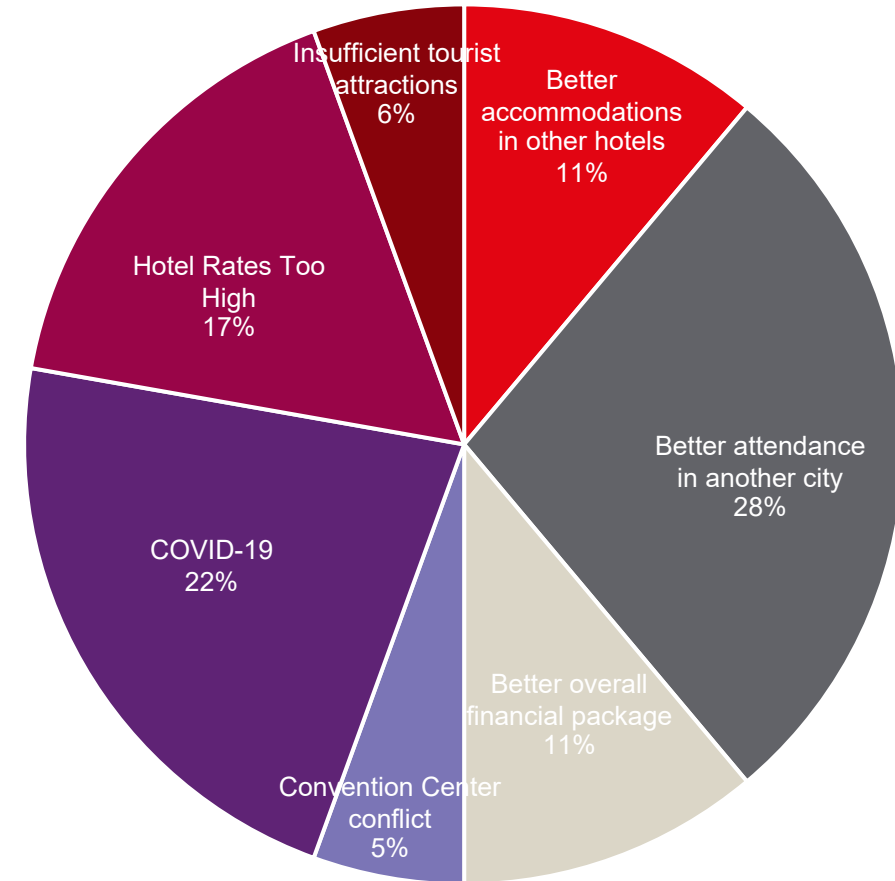
# SCCC Sales Lost Events



There were nine pieces of lost business in the month of August.

- The lost business for the month were events that would have occurred in 2021 and 2022.
- The events represented:
  - Over 6,000 room nights
  - \$2,241,826.00 in SCCC revenue (rental + F&B)
  - 7,150 attendees
- Cities/Destinations lost to:
  - San Francisco
  - Sacramento
  - San Diego
  - Anaheim
- Economic Impact
  - To be added for months going forward

## Lost Business by Reason YTD



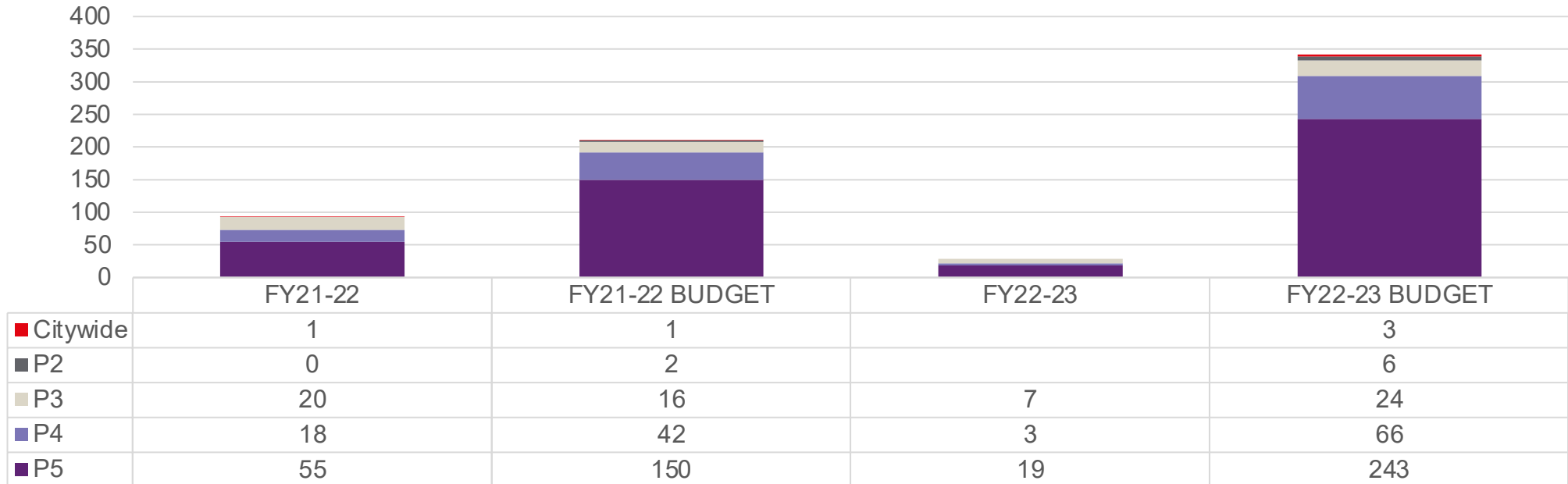
# FY Budget Events (consumed in these FY)



\*\*Goals developed with anticipated October 2021 opening

**Business Mix**  
 38% room night generating events FY21-22 Budget  
 38% Room nights generating events FY22-23 Budget

FY Consumed Budget Events



# Booking Goals (booked for future years)

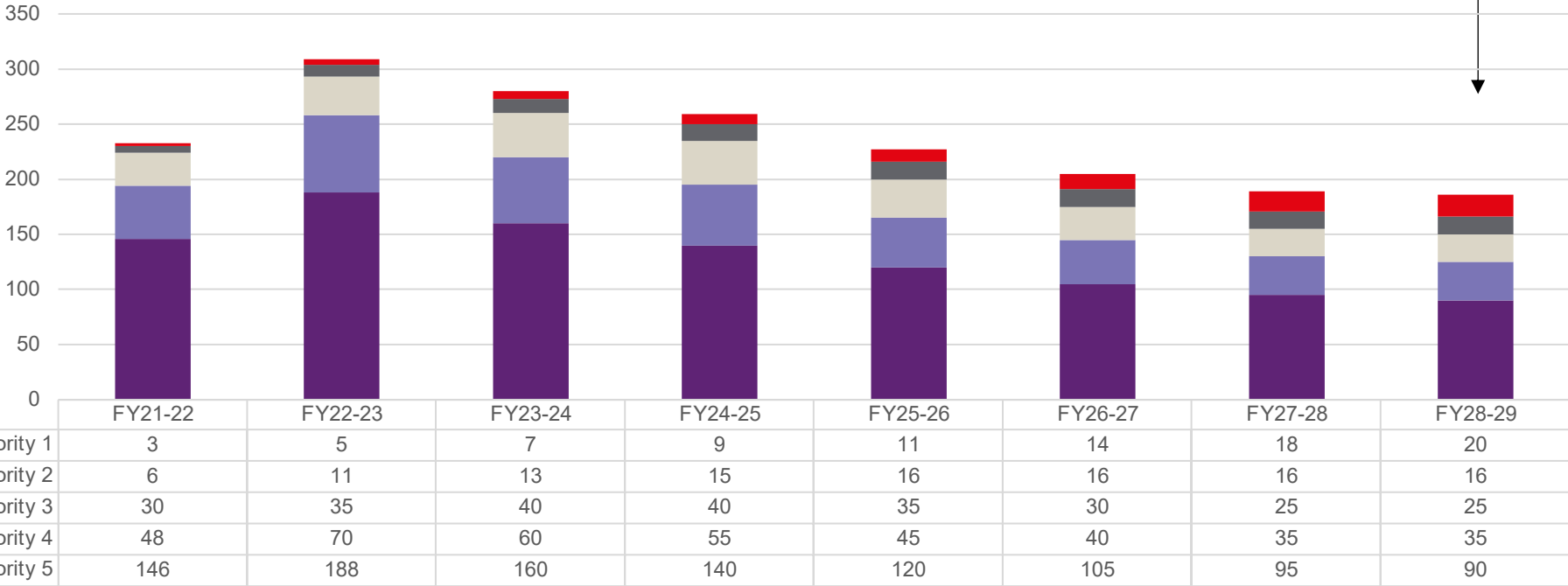


Notes on changes:

- Extended from 5 years to 8 years
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- P3-P5 events scale down to normalize as P1-P2 events ramp up

Stabilized year  
Booked & Consumed  
annually from here  
forward

SCCC Path to Booked & Consumed Events Annually  
FY28-29 is Stabilized Year



Booking Goals





*Achieve  
Ambitions*

# *Santa Clara Convention Center*

## **Monthly Sales Progress Report**

**July 2021 (REVISED 10/15/2021)**

# Sales Meeting Topics



## Discussion Topics:

- Review monthly sales report
  - Prospect activity
  - Tentative conversion
  - Definite conversion
  - Pace to budget
  - Pace to booking goals
  - Lost events by reason
  - SCCC rental revenue
  - SCCC F&B revenue
  - Group economic impact calculation integration

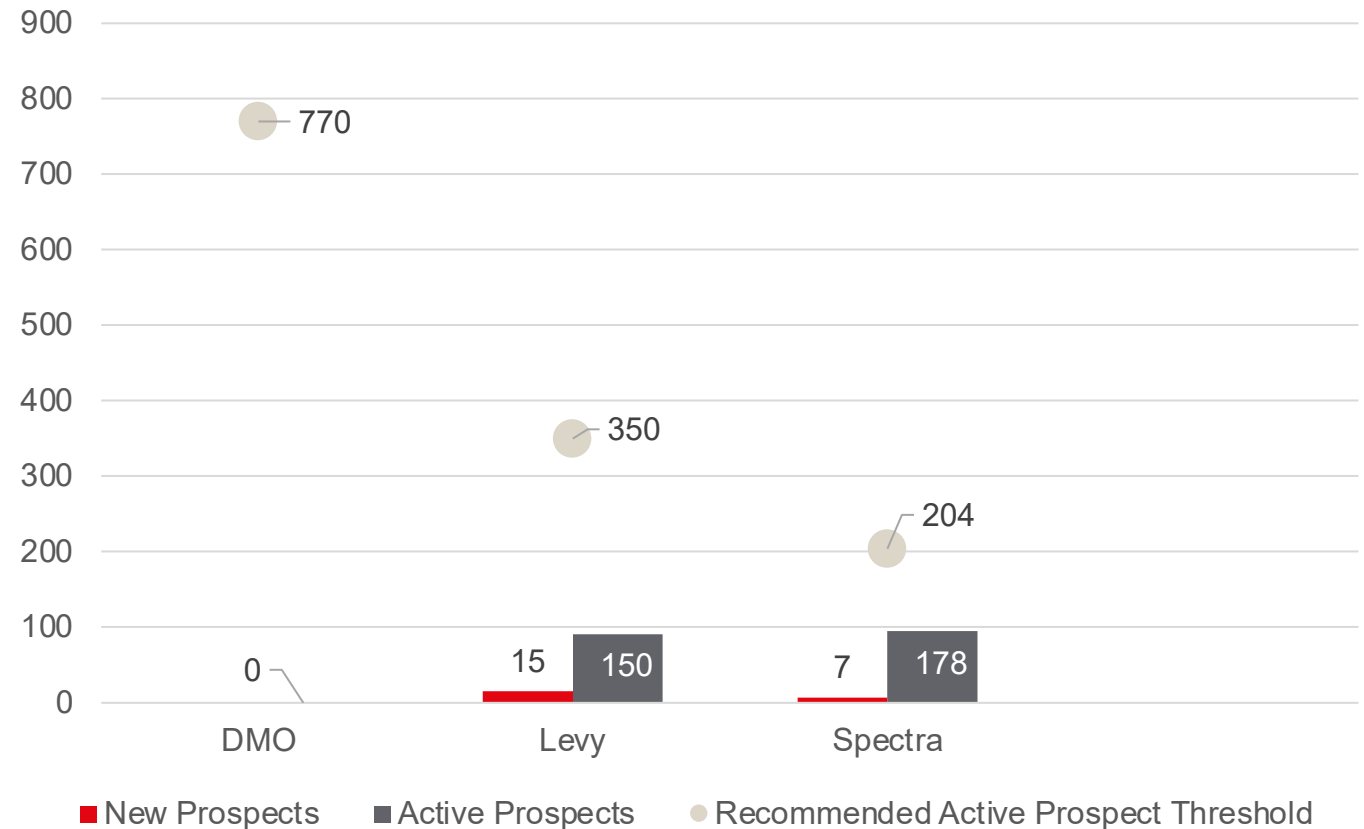
# SCCC Sales Prospects



The sales teams across all partners added **22** new prospects for the SCCC in the month of July.

- There is a goal to maintain a certain level of sales activity.
  - Spectra = 204
  - Levy = 350
  - DMO = 770
- New prospects added represent:
  - Over 7,000 room nights and 14,000 attendees
  - \$526,589.00 in SCCC rental revenue
  - \$1,202,250.00 in SCCC F&B revenue
- Economic Impact
  - To be added for months going forward

### Sales Prospect Activity



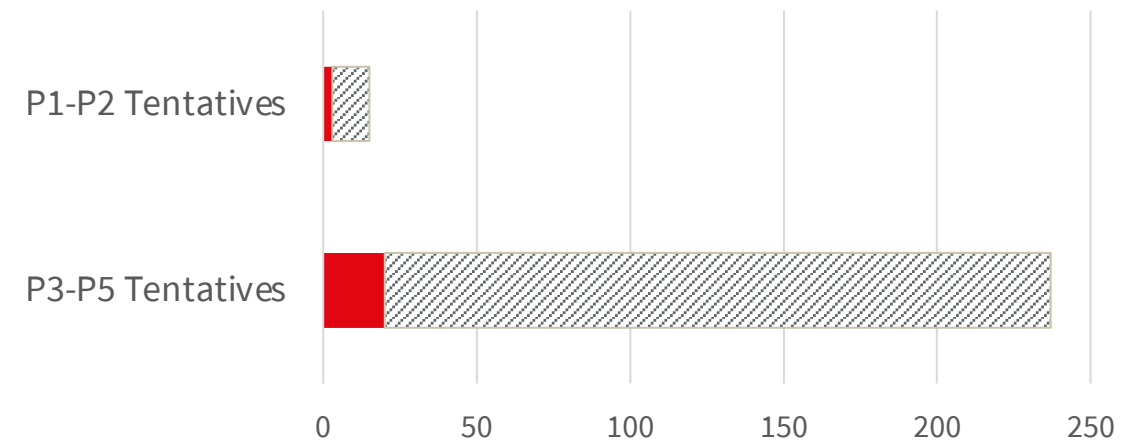
# SCCC Sales Tentative Events



The sales teams across all partners added **23** new tentative events for the SCCC in the month of July.

- There is a goal to achieve **252** tentatives annually
- The SCCC team achieved **8%** of its overall annual goal
  - Spectra achieved 6% of 119
  - Levy achieved 13% of 119
- The DMO team has achieved **20%** of its annual goal
- The conversion rate from prospect to tentative YTD is just over **4%**.
- Economic Impact
  - To be added for months going forward

Total Tentatives Funnel



	P3-P5 Tentatives	P1-P2 Tentatives
■ FY Total	0	0
■ New Added for the Month	20	3
▨ Remaining to Goal	217	12

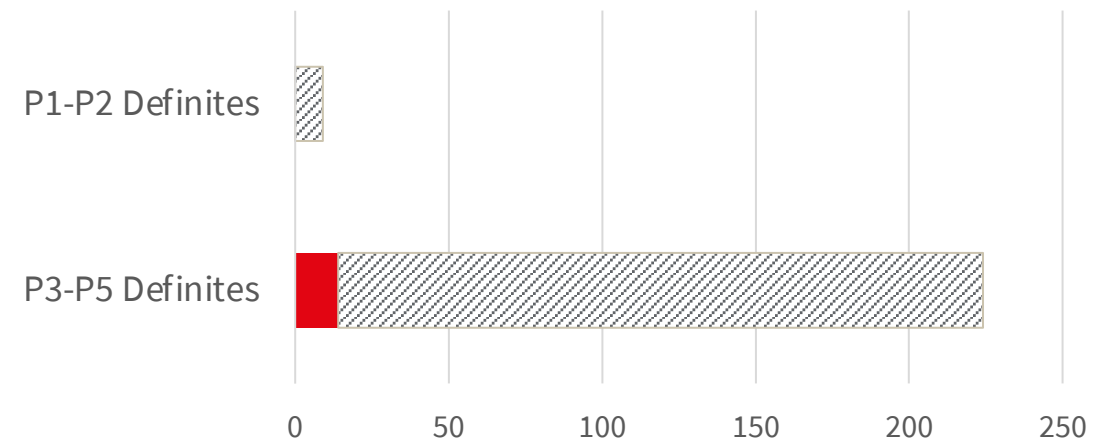
# SCCC Sales Definite Events



The sales teams across all partners added **14** new definite events for the SCCC in the month of July for future dates.

- The SCCC teams FY definite booking goal is **224**
  - Spectra's goal is 30
  - Levy's goal is 194
- The DMO FY definite booking goal is **9**
- The conversion rate from tentative to definite YTD is just over **25%**
  - Spectra booked 10
  - Levy booked 4
- Economic Impact
  - To be added for months going forward

Total Definites Funnel



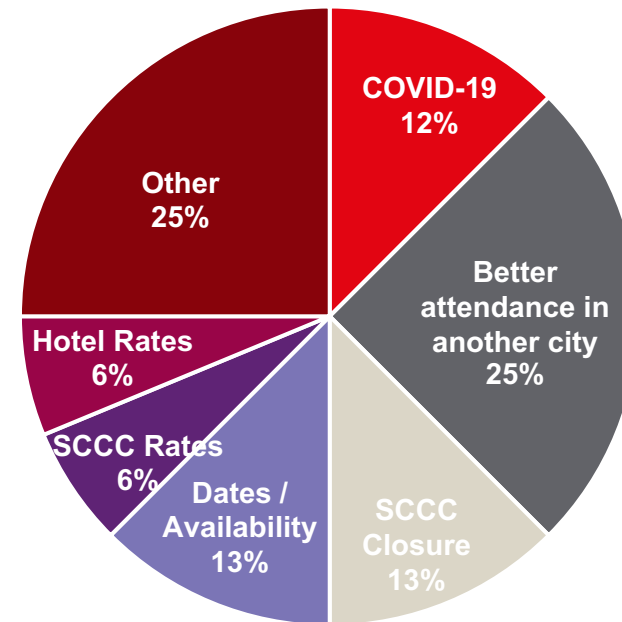


# SCCC Sales Lost Events

There were three pieces of lost business in the month of July.

- The lost business for the month were events that would have occurred in 2021 and 2022.
- The events represented:
  - Over 1,000 room nights
  - \$679,256 in SCCC revenue (rental + F&B)
  - 1,300 attendees
- Cities/Destinations lost to:
  - San Francisco
- Economic Impact
  - To be added for months going forward

Lost Business by Reason YTD



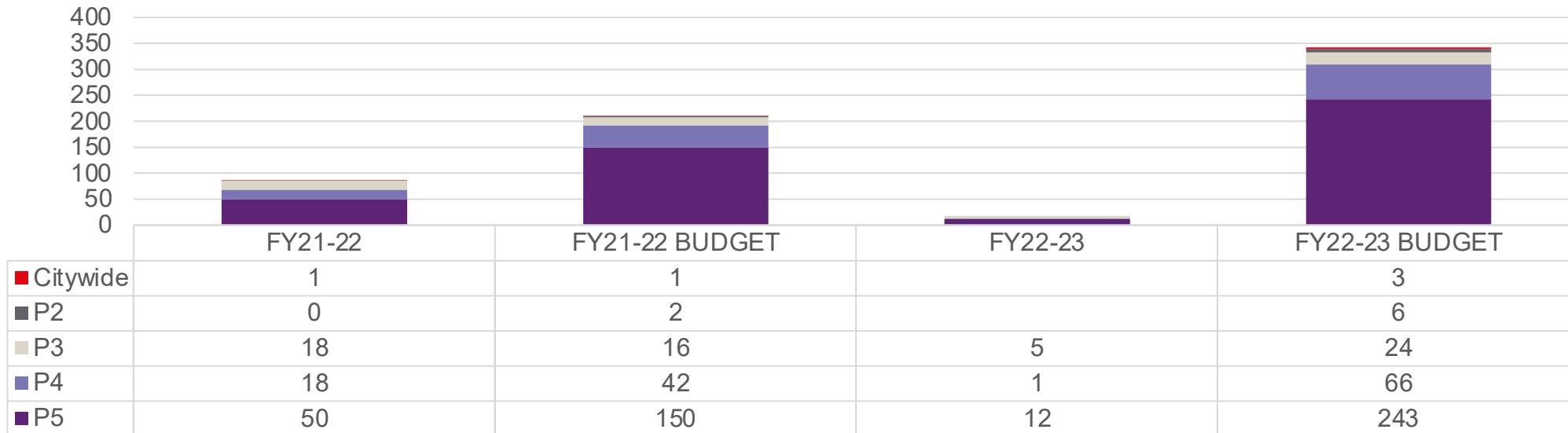
# FY Budget Events (consumed in these FY)



\*\*Goals developed with anticipated October 2021 opening

**Business Mix**  
 38% room night generating events FY21-22 Budget  
 38% Room nights generating events FY22-23 Budget

## FY Consumed Budget Events



# Booking Goals (booked for future years)

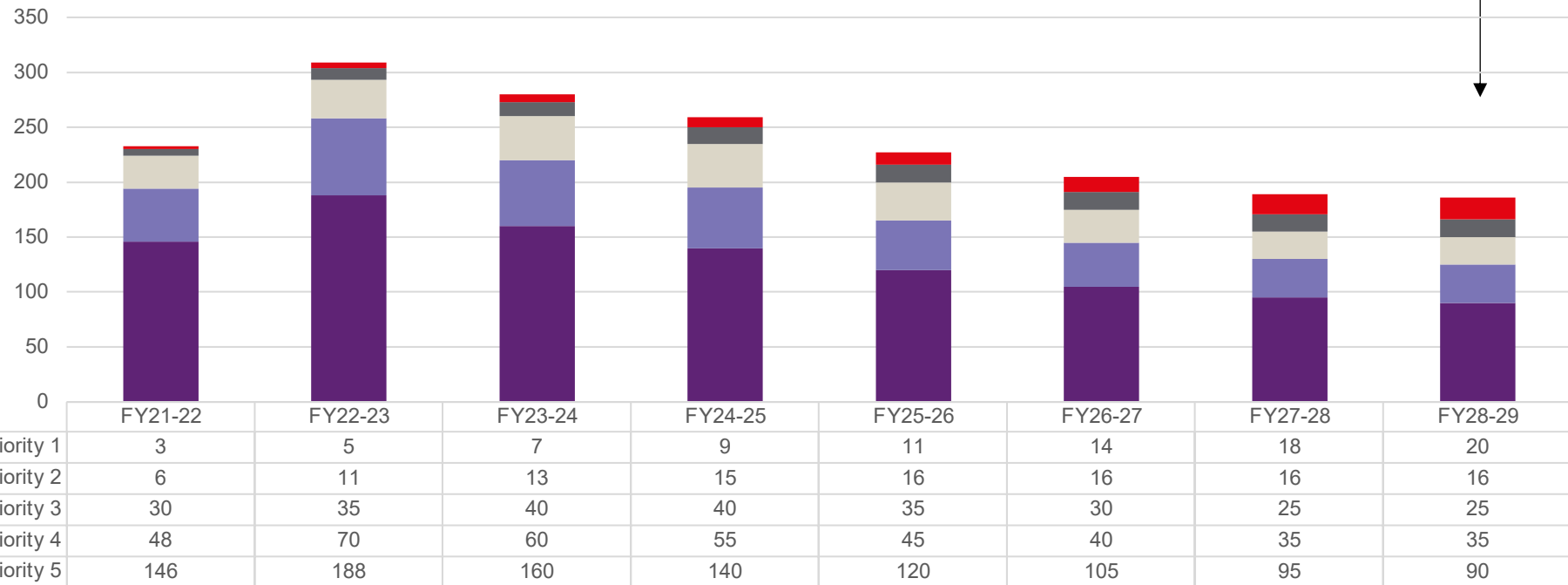


Notes on changes:

- Extended from 5 years to 8 years
- Reduced P1 & P2 booking goals in earlier years
  - Extended ramp up period to stabilize in year-7
- P3-P5 events scale down to normalize as P1-P2 events ramp up

Stabilized year  
Booked & Consumed  
annually from here  
forward

SCCC Path to Booked & Consumed Events Annually  
FY28-29 is Stabilized Year



Booking Goals