



**BOARD OF DIRECTORS REGULAR MEETING
AGENDA
November 18, 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/92615227440>
Meeting ID: 926 1522 7440 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 – October 21, 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. Review of October 2021 Financial Report.

Recommendation: Note and file October 2021 Financial Report.

3. Review of Monthly Progress Report for October.

Recommendation: Note and file monthly progress report for October.

4. Action on a Memorandum of Understanding with Spectra and Levy for the Purposes of Marketing and Advertising; the Appropriation of Funds from Spectra and Levy and Related Budget Amendment.

Recommendation: Approve and authorize the Chair to execute a Memorandum of Understanding with Spectra and Levy for the purposes of marketing and advertising, approve the FY 2021/22 budget amendment in the operating fund to recognize and appropriate revenue in the amount of \$66,000 to Marketing and Communications.

5. Action on an Agreement with CPS HR Consulting for Human Resources Consulting Services not to Exceed \$30,000 for a one-year term December 1, 2021 thru November 30, 2022.

Recommendation: Approve and authorize the Chair to execute an Agreement with CPS HR Consulting for Human Resources Consulting Services not to exceed \$30,000 for a one-year term December 1, 2021 thru November 30, 2022.

6. Action on a Service Order with Smart City for Information Technology Services.

Recommendation: Approve and authorize the Chair to negotiate and execute a Service Order with Smart City for Information Technology Services.

7. Action on Amendment No. 1 to Extend Agreement with California People Search thru to June 30, 2022 for Part-time Data Entry Clerk.

Recommendation: Approve and authorize the Chair to execute Amendment No. 1 to extend Agreement with California People Search thru June 30, 2022 for Part-time Data Entry Clerk.

8. Action on an Application for Silicon Valley/Santa Clara DMO, Inc. Credit Card.

Recommendation: Approve and authorize the Treasurer to apply for and manage a company credit card.

9. Action on the Submission of Silicon Valley/Santa Clara DMO, Inc's Annual Internal Revenue Services (IRS) Tax Return for the FY 2019/20 Operating Year.

Recommendation: Approve and authorize Prosource Holding Company, Inc. dba Fugate Business Solutions to submit Silicon Valley/Santa Clara DMO, Inc's Annual Internal Revenue Services (IRS) Tax Return for the FY 2019/20 Operating Year.

10. Discussion and Action on the 2022 Board of Directors Meeting Calendar.

GENERAL ANNOUNCEMENTS

ADJOURNMENT

The next regular scheduled meeting is on December 16, 2021 at 3:00 p.m.

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 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.

Agendas and other written materials distributed during a public meeting that are public record will be made available by Silicon Valley/Santa Clara DMO, Inc. in an appropriate alternative format. Contact DSCAdmin@discoversantaclara.org with your request for an alternative format copy of the agenda or other written materials.

Individuals who require an auxiliary aid or service for effective communication, or any other disability-related modification of policies or procedures, or other accommodation, in order to participate in a program, service, or activity of Silicon Valley/Santa Clara DMO, Inc., should contact Kelly Carr, KCarr@discoversantaclara.org as soon as possible before the scheduled event.



BOARD OF DIRECTORS ANNUAL MEETING
MINUTES
October 21, 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/96354033382>
Meeting ID: 963 5403 3382 or by phone: 1 (669) 900-6833.*

CALL TO ORDER

Chair Hodges called the meeting to order at 3:01 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
Catherine Lentz, Forty-Niners Stadium Management Company
Nadine Nader, City of Santa Clara
Leo Wandling, I.A.T.S.E Local Union 134

Absent: Ruth Mizobe Shikada, City of Santa Clara (Ex-Officio)

A quorum of 7 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.

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.

A motion was made by Member Nader, seconded by Treasurer Wandling to approve the Consent Agenda. The motion passed unanimously (7-0).

Aye: 7 Member Barrera, Member Carr, Secretary Eustice, Chair Hodges, Vice-Chair Lentz, Member Nader, Treasurer Wandling

CONSENT ITEMS PULLED FOR DISCUSSION

PUBLIC PRESENTATIONS

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There were no public presentations.

GENERAL BUSINESS – ITEMS FOR DISCUSSION

2. Introduction of Anthony Mancuso, Sales Manager.

Chair Hodges introduced Anthony Mancuso. Anthony is coming from Texas and will be in the area this weekend. Anthony is the new convention sales manager and has over 10 years of experience in the industry.

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

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

Treasurer Wandling reported they have been working with Chip the last three months to get a report that would be easy for the Board to follow. Currently, the DMO is doing well since there has not been a lot of expenditures during the first quarter. Nancy Thome indicated there was an error on the report as an October expenditure was included as a September one and it will be corrected for the next report.

A motion was made by Member Carr, seconded by Member Nader to note and file the FY 2021/22 Q1 Financial Report. The motion passed 6-1.

Aye: 6 Member Barrera, Member Carr, Secretary Eustice, Chair Hodges, Vice-Chair Lentz, Member Nader

Abstain: 1 Treasurer Wandling

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.

Chair Hodges reported that in 2018, the hotels contracted with Civitas to establish its own corporation when the Chamber decided that they would no longer provide convention and visitors bureau services. The purpose of Visit Santa Clara was for the same purpose as the DMO today. With the establishment of the current DMO, there is no longer a need for the corporation Visit Santa Clara. The hotels would work with Civitas on the formal disestablishment process and would also work to address any tax filing implications. Nancy Thome clarified that the approval being sought was for the Board to allow the use of DMO contingency funds to support all of Visit Santa Clara's related disestablishment costs. Per the Management District Plan, "Contingency/reserve funds may be spent on District programs or administrative and renewal costs in such proportions as determined by the DMO Board". There is \$15,000 budgeted for contingency.

Member Nader asked why the DMO holds responsibility to dissolve Visit Santa Clara and where would the money come from if the DMO did not cover the costs? Chair Hodges indicated the hotels would be responsible for the related expenses if the DMO did not approve the action.

Dan Fenton reported that in the discussion with Civitas, this action could be considered an administrative or renewal cost and there would be some risk. The case can be made that the intent of Visit Santa Clara was intended for the same goals and purpose as the DMO today.

A motion was made by Secretary Eustice, seconded by Vice-Chair Lentz to 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. The motion passed unanimously (7-0).

Aye: 7 Member Barrera, Member Carr, Secretary Eustice, Chair Hodges, Vice-Chair Lentz, Member Nader, Treasurer Wandling

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.

Chair Hodges reported that this item is related to the previous action. This is the agreement with Civitas to disestablish Visit Santa Clara.

A motion was made by Treasurer Wandling, seconded by Member Carr to approve and authorize the Chair to negotiate and execute an agreement with Civitas for professional services related to the to the disestablishment of the Santa Clara Tourism Improvement District's Corporation "Visit Santa Clara" not to exceed \$5,000. The motion passed unanimously (7-0).

Aye: 7 Member Barrera, Member Carr, Secretary Eustice, Chair Hodges, Vice-Chair Lentz, Member Nader, Treasurer Wandling

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.

Chair Hodges reported that Ruth Shikada officially retired from the City. She has been a vital resource to the DMO and can provide continued support to the Board in a consultative capacity. Member Nader added that Ruth could assist with establishing policies before the CEO comes on board.

A motion was made by Treasurer Wandling, seconded by Secretary Eustice to 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. The motion passed unanimously (7-0).

Aye: 7 Member Barrera, Member Carr, Secretary Eustice, Chair Hodges, Vice-Chair Lentz, Member Nader, Treasurer Wandling

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.

Nancy Thome reported that there are currently five users/licenses under this Agreement, three for the DMO, one for Spectra and one for Levy. This addendum is to add two

additional users for the DMO for a total of seven. Nancy Thome clarified that Spectra and Levy each pay for its user.

A motion was made by Member Nader, seconded by Secretary Eustice approve and authorize the Chair to execute an Addendum to the Agreement with Simpleview for Customer Relationship Management (CRM) services to add two users and more based on the appropriation of funds approved by the Chair. The motion passed unanimously (7-0).

Aye: 7 Member Barrera, Member Carr, Secretary Eustice, Chair Hodges, Vice-Chair Lentz, Member Nader, Treasurer Wandling

8. Review of Monthly Progress Report for September.

Recommendation: Note and file monthly progress report for September.

Dan Fenton provided an overview of the progress report for September. Updates have been made to the reporting of the prospect numbers. The July and August reports were also re-submitted to include the update.

A motion was made by Member Carr, seconded by Member Nader to note and file the monthly progress report for September. The motion passed unanimously (7-0).

Aye: 7 Member Barrera, Member Carr, Secretary Eustice, Chair Hodges, Vice-Chair Lentz, Member Nader, Treasurer Wandling

GENERAL ANNOUNCEMENTS

ADJOURNMENT

The meeting adjourned at 3:58 p.m. The next regular scheduled meeting is on November 18, 2021 at 3:00 p.m.

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

Report Date: 11/9/2021

	FY 2021/22 Budget	YTD Budget	Actual YTD Exp	Exp vs. YTD	% Exp.
FY 2021/22 FUNDING ALLOCATION	\$ 1,290,002	\$ 107,500	\$ 107,500	\$ -	100%
Personnel					
Salary	\$ 562,500	\$ 187,500	\$ 76,167	\$ 111,333	41%
Payroll Taxes	\$ 43,606	\$ 14,535	\$ 4,586	\$ 9,950	32%
Health	\$ 46,766	\$ 15,589	\$ -	\$ 15,589	0%
401K Fee	\$ 1,100	\$ 367	\$ -	\$ 367	0%
Employee Benefits	\$ 47,866	\$ 15,955	\$ -	\$ 15,955	0%
Employee Incentives	\$ 69,375	\$ 23,125	\$ -	\$ 23,125	0%
Other	\$ 2,280	\$ 760	\$ 40	\$ 720	5%
TOTAL PERSONNEL EXPENSE	\$ 725,627	\$ 241,876	\$ 80,792	\$ 161,083	33%
Purchased Goods and Services Expense					
Contract Services	\$ 305,876	\$ 101,959	\$ 83,973	\$ 17,986	82%
Operating Supplies	\$ 24,400	\$ 8,133	\$ 158	\$ 7,975	2%
Insurance	\$ 8,610	\$ 2,870	\$ 1,420	\$ 1,450	49%
Memberships	\$ 3,872	\$ 1,291	\$ 932	\$ 359	72%
Subscription Services	\$ 47,998	\$ 15,999	\$ 2,167	\$ 13,833	14%
Conferences and Trade Shows	\$ 8,900	\$ 2,967	\$ -	\$ 2,967	0%
Business Development	\$ 50,000	\$ 16,667	\$ -	\$ 16,667	0%
Travel & Entertainment	\$ 20,000	\$ 6,667	\$ -	\$ 6,667	0%
Advertising & Promotion	\$ 25,000	\$ 8,333	\$ -	\$ 8,333	0%
Support Services	\$ 42,500	\$ 14,167	\$ -	\$ 14,167	0%
TOTAL PURCHASED GOODS & SERVICES EXPENSE	\$ 537,156	\$ 179,052	\$ 90,650	\$ 88,402	51%
CONTINGENCY	\$ 15,000	\$ 5,000	\$ 51	\$ 4,949	1%
CITY ADMINISTRATIVE FEE	\$ 12,219	\$ 4,073	\$ -	\$ 4,073	0%
TOTAL OPERATING EXPENSES	\$ 1,290,002	\$ 430,001	\$ 166,424	\$ 263,576	39%

Silicon Valley/Santa Clara DMO, Inc.
October 31, 2021

Report Date: 11/9/2021

	OCTOBER 2021			YEAR TO DATE			Annual Budget
	Budget	Actual	Exp vs Budget	YTD Budget	Act YTD Exp	Actual YTD Exp vs YTD Budget	
FY 2021/22 FUNDING ALLOCATION	\$ 107,500	\$ 107,500	-	\$ 430,001	\$ 430,001		\$ 1,290,002
PERSONNEL							
<u>Salary</u>							
CEO	\$ 17,917	\$ -	\$ 17,917	\$ 71,667	\$ 71,667	\$ -	\$ 215,000
DOS	\$ 8,125	\$ -	\$ 8,125	\$ 32,500	\$ -	\$ 32,500	\$ 97,500
SM1	\$ 7,500	\$ 4,500	\$ 3,000	\$ 30,000	\$ 4,500	\$ 25,500	\$ 90,000
SM2	\$ 7,500	\$ -	\$ 7,500	\$ 30,000	\$ -	\$ 30,000	\$ 90,000
Admin	\$ 5,833	\$ -	\$ 5,833	\$ 23,333	\$ -	\$ 23,333	\$ 70,000
Salary	\$ 46,875	\$ 4,500	\$ 42,375	\$ 187,500	\$ 76,167	\$ 111,333	\$ 562,500
<u>Payroll Taxes</u>							
CEO	\$ 1,330	\$ -	\$ 1,330	\$ 5,321	\$ 4,057	\$ 1,265	\$ 15,964
DOS	\$ 558	\$ -	\$ 558	\$ 2,233	\$ -	\$ 2,233	\$ 6,700
SM1	\$ 638	\$ 529	\$ 109	\$ 2,550	\$ 529	\$ 2,021	\$ 7,650
SM2	\$ 638	\$ -	\$ 638	\$ 2,550	\$ -	\$ 2,550	\$ 7,650
Admin	\$ 470	\$ -	\$ 470	\$ 1,881	\$ -	\$ 1,881	\$ 5,642
Payroll Taxes	\$ 3,634	\$ 529	\$ 3,105	\$ 14,535	\$ 4,586	\$ 9,950	\$ 43,606
<u>Employee Benefits</u>							
<u>Health</u>							
Health - CEO	\$ 849	\$ -	\$ 849	\$ 3,394	\$ -	\$ 3,394	\$ 10,183
Health - DOS	\$ 600	\$ -	\$ 600	\$ 2,400	\$ -	\$ 2,400	\$ 7,200
Health - SM1	\$ 800	\$ -	\$ 800	\$ 3,200	\$ -	\$ 3,200	\$ 9,600
Health - SM2	\$ 800	\$ -	\$ 800	\$ 3,200	\$ -	\$ 3,200	\$ 9,600
Health - Admin	\$ 849	\$ -	\$ 849	\$ 3,394	\$ -	\$ 3,394	\$ 10,183
Health	\$ 3,897	\$ -	\$ 3,897	\$ 15,589	\$ -	\$ 15,589	\$ 46,766
<u>401K Fee</u>							
401K Fee - CEO	\$ 18	\$ -	\$ 18	\$ 73	\$ -	\$ 73	\$ 220
401K Fee - DOS	\$ 18	\$ -	\$ 18	\$ 73	\$ -	\$ 73	\$ 220
401K Fee - SM1	\$ 18	\$ -	\$ 18	\$ 73	\$ -	\$ 73	\$ 220
401K Fee - SM2	\$ 18	\$ -	\$ 18	\$ 73	\$ -	\$ 73	\$ 220
401K Fee - Admin	\$ 18	\$ -	\$ 18	\$ 73	\$ -	\$ 73	\$ 220
401K Fee	\$ 92	\$ -	\$ 92	\$ 367	\$ -	\$ 367	\$ 1,100
Employee Benefits	\$ 3,989	\$ -	\$ 3,989	\$ 15,955	\$ -	\$ 15,955	\$ 47,866
<u>Employee Incentives</u>							
Employee Incentive DOS	\$ 2,031	\$ -	\$ 2,031	\$ 8,125	\$ -	\$ 8,125	\$ 24,375
Employee Incentive SM1	\$ 1,875	\$ -	\$ 1,875	\$ 7,500	\$ -	\$ 7,500	\$ 22,500
Employee Incentive SM2	\$ 1,875	\$ -	\$ 1,875	\$ 7,500	\$ -	\$ 7,500	\$ 22,500
Employee Incentives	\$ 5,781	\$ -	\$ 5,781	\$ 23,125	\$ -	\$ 23,125	\$ 69,375
<u>Other</u>							
Cell Phone Stipend - CEO	\$ 40	\$ -	\$ 40	\$ 160	\$ -	\$ 160	\$ 480
Cell Phone Stipend - DOS	\$ 30	\$ -	\$ 30	\$ 120	\$ -	\$ 120	\$ 360
Cell Phone Stipend - SM1	\$ 40	\$ 40	\$ -	\$ 160	\$ 40	\$ 120	\$ 480
Cell Phone Stipend - SM2	\$ 40	\$ -	\$ 40	\$ 160	\$ -	\$ 160	\$ 480
Cell Phone Stipend - Admin	\$ 40	\$ -	\$ 40	\$ 160	\$ -	\$ 160	\$ 480
Other	\$ 190	\$ 40	\$ 150	\$ 760	\$ 40	\$ 720	\$ 2,280
TOTAL PERSONNEL EXPENSE	\$ 60,469	\$ 5,069	\$ 55,400	\$ 241,876	\$ 80,792	\$ 161,083	\$ 725,627
PURCHASED GOODS & SERVICES							
<u>Contract Services</u>							
Fiscal Services	\$ 1,417	\$ 1,100	\$ 316	\$ 5,667	\$ 4,401	\$ 1,266	\$ 17,000
Legal Services	\$ 2,000	\$ 1,205	\$ 795	\$ 8,000	\$ 5,933	\$ 2,068	\$ 24,000
Payroll Services	\$ 375	\$ -	\$ 375	\$ 1,500	\$ 145	\$ 1,355	\$ 4,500
Audit	\$ 1,250	\$ -	\$ 1,250	\$ 5,000	\$ -	\$ 5,000	\$ 15,000
IT	\$ 448	\$ 264	\$ 184	\$ 1,792	\$ 1,056	\$ 736	\$ 5,376
Professional Services	\$ 5,000	\$ 5,000	\$ -	\$ 20,000	\$ 20,000	\$ -	\$ 60,000
HR Services	\$ 2,500	\$ -	\$ 2,500	\$ 10,000	\$ -	\$ 10,000	\$ 30,000
Staffing	\$ -	\$ -	\$ -	\$ -	\$ 7,739	\$ (7,739)	\$ -

Silicon Valley/Santa Clara DMO, Inc.
October 31, 2021

Report Date: 11/9/2021

	OCTOBER 2021			YEAR TO DATE			Annual Budget
	Budget	Actual	Exp vs Budget	YTD Budget	Act YTD Exp	Actual YTD Exp vs YTD Budget	
Marketing	\$ 8,333	\$ 10,000	\$ (1,667)	\$ 33,333	\$ 30,000	\$ 3,333	\$ 100,000
Website	\$ 1,833	\$ -	\$ 1,833	\$ 7,333	\$ 5,200	\$ 2,133	\$ 22,000
Branding	\$ 2,333	\$ -	\$ 2,333	\$ 9,333	\$ 9,500	\$ (167)	\$ 28,000
Contract Services	\$ 25,490	\$ 17,569	\$ 7,920	\$ 101,959	\$ 83,973	\$ 17,986	\$ 305,876
Operating Supplies							
Software Licenses	\$ 292	\$ 27	\$ 264	\$ 1,167	\$ 109	\$ 1,057	\$ 3,500
Postage	\$ 25	\$ -	\$ 25	\$ 100	\$ -	\$ 100	\$ 300
IT	\$ 1,300	\$ -	\$ 1,300	\$ 5,200	\$ -	\$ 5,200	\$ 15,600
Licenses	\$ -	\$ 49	\$ (49)	\$ -	\$ 49	\$ (49)	\$ -
Office Supplies	\$ 417	\$ -	\$ 417	\$ 1,667	\$ -	\$ 1,667	\$ 5,000
Operating Supplies	\$ 2,033	\$ 76	\$ 1,957	\$ 8,133	\$ 158	\$ 7,975	\$ 24,400
Insurance							
Workers Compensation	\$ 257	\$ 148	\$ 108	\$ 1,026	\$ 593	\$ 433	\$ 3,078
Business Owners Liability & Property	\$ 133	\$ 144	\$ (11)	\$ 532	\$ 577	\$ (44)	\$ 1,597
Professional Cyber Liability	\$ 153	\$ 250	\$ (96)	\$ 613	\$ 250	\$ 363	\$ 1,839
Management Liability	\$ 175	\$ -	\$ 175	\$ 699	\$ -	\$ 699	\$ 2,096
Insurance	\$ 718	\$ 542	\$ 175	\$ 2,870	\$ 1,420	\$ 1,450	\$ 8,610
Memberships							
Destinations International	\$ 87	\$ -	\$ 87	\$ 349	\$ -	\$ 349	\$ 1,047
PCMA	\$ 83	\$ -	\$ 83	\$ 333	\$ -	\$ 333	\$ 1,000
MPI ACE/WEC	\$ 94	\$ 46	\$ 48	\$ 375	\$ 183	\$ 192	\$ 1,125
CALSAE	\$ 58	\$ 21	\$ 37	\$ 233	\$ 84	\$ 149	\$ 700
Memberships	\$ 323	\$ 46	\$ 277	\$ 1,291	\$ 932	\$ 359	\$ 3,872
Recruitment	\$ -	\$ -	\$ -	\$ -	\$ 749	\$ (749)	\$ -
Subscription Services							
CRM	\$ 683	\$ 542	\$ 142	\$ 2,733	\$ 2,167	\$ 567	\$ 8,200
CVENT	\$ 2,623	\$ -	\$ 2,623	\$ 10,491	\$ -	\$ 10,491	\$ 31,473
Destination International	\$ 644	\$ -	\$ 644	\$ 2,575	\$ -	\$ 2,575	\$ 7,725
Trade Journal/Newspapers	\$ 50	\$ -	\$ 50	\$ 200	\$ -	\$ 200	\$ 600
Subscription Services	\$ 4,000	\$ 542	\$ 3,458	\$ 15,999	\$ 2,167	\$ 13,833	\$ 47,998
Conferences and Trade Shows							
MPI ACE/WEC	\$ 125	\$ -	\$ 125	\$ 500	\$ -	\$ 500	\$ 1,500
CALSAE	\$ 200	\$ -	\$ 200	\$ 800	\$ -	\$ 800	\$ 2,400
CONNECT	\$ 417	\$ -	\$ 417	\$ 1,667	\$ -	\$ 1,667	\$ 5,000
Conferences and Trade Shows	\$ 742	\$ -	\$ 742	\$ 2,967	\$ -	\$ 2,967	\$ 8,900
Business Development	\$ 4,167	\$ -	\$ 4,167	\$ 16,667	\$ -	\$ 16,667	\$ 50,000
Travel & Entertainment	\$ 1,667	\$ -	\$ 1,667	\$ 6,667	\$ -	\$ 6,667	\$ 20,000
Advertising & Promotion	\$ 2,083	\$ -	\$ 2,083	\$ 8,333	\$ -	\$ 8,333	\$ 25,000
Support Services							
Client Events	\$ 1,458	\$ -	\$ 1,458	\$ 5,833	\$ -	\$ 5,833	\$ 17,500
Site Visits	\$ 417	\$ -	\$ 417	\$ 1,667	\$ -	\$ 1,667	\$ 5,000
Familiarization Trips	\$ 1,667	\$ -	\$ 1,667	\$ 6,667	\$ -	\$ 6,667	\$ 20,000
Support Services	\$ 3,542	\$ -	\$ 3,542	\$ 14,167	\$ -	\$ 14,167	\$ 42,500
TOTAL PURCHASED GOODS & SERVICES EXPENSE	\$ 44,763	\$ 18,775	\$ 25,988	\$ 179,052	\$ 90,650	\$ 88,402	\$ 537,156
CONTINGENCY	\$ 1,250	\$ -	\$ 1,250	\$ 5,000	\$ 51	\$ 4,949	\$ 15,000
CITY ADMINISTRATIVE FEE	\$ 1,018	\$ -	\$ 1,018	\$ 4,073	\$ -	\$ 4,073	\$ 12,219
TOTAL OPERATING EXPENSES	\$ 107,500	\$ 18,775	\$ 88,725	\$ 430,001	\$ 166,424	\$ 263,576	\$ 1,290,002
FUND SURPLUS(DEFICIT)	\$ 107,500	\$ 18,775	\$ 88,725	\$ 430,001	\$ 166,424	\$ 263,576	



Santa Clara Convention Center

Monthly Sales Progress Report

October 2021

Created: 11.09.21

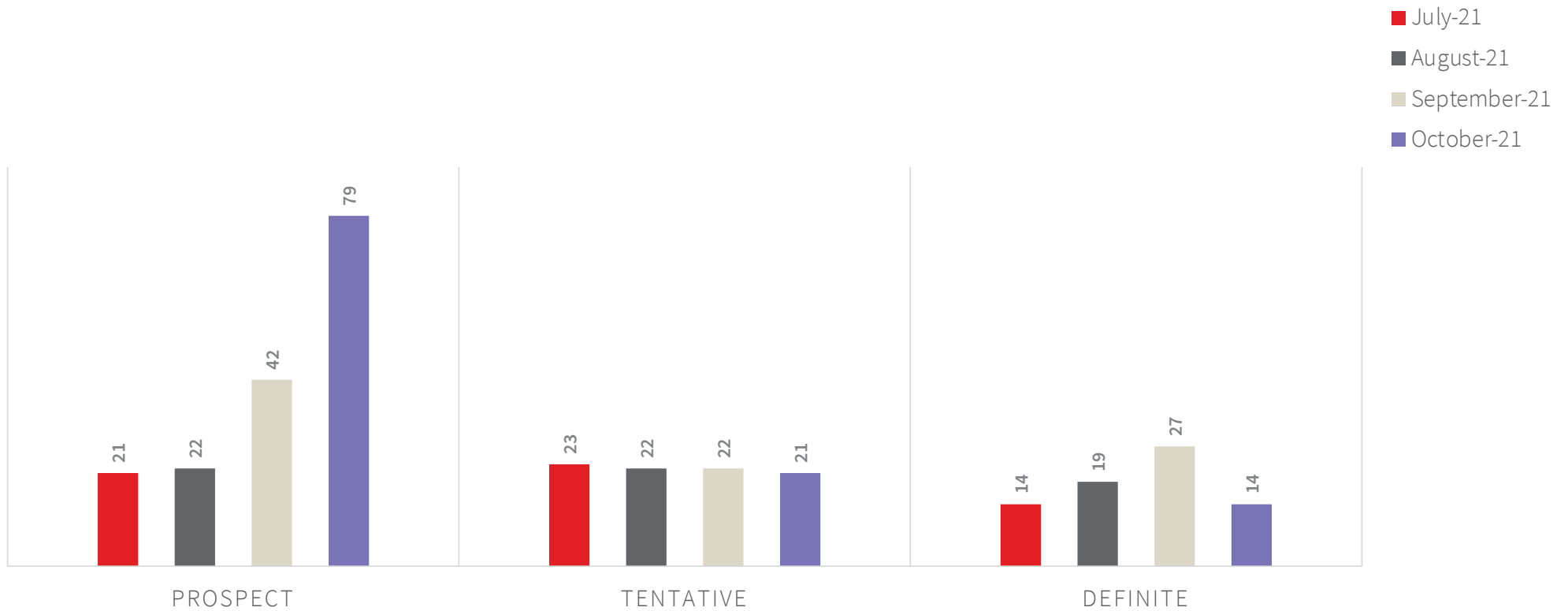
Sales Meeting Topics



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

Monthly Lead Trends | FY 21-22



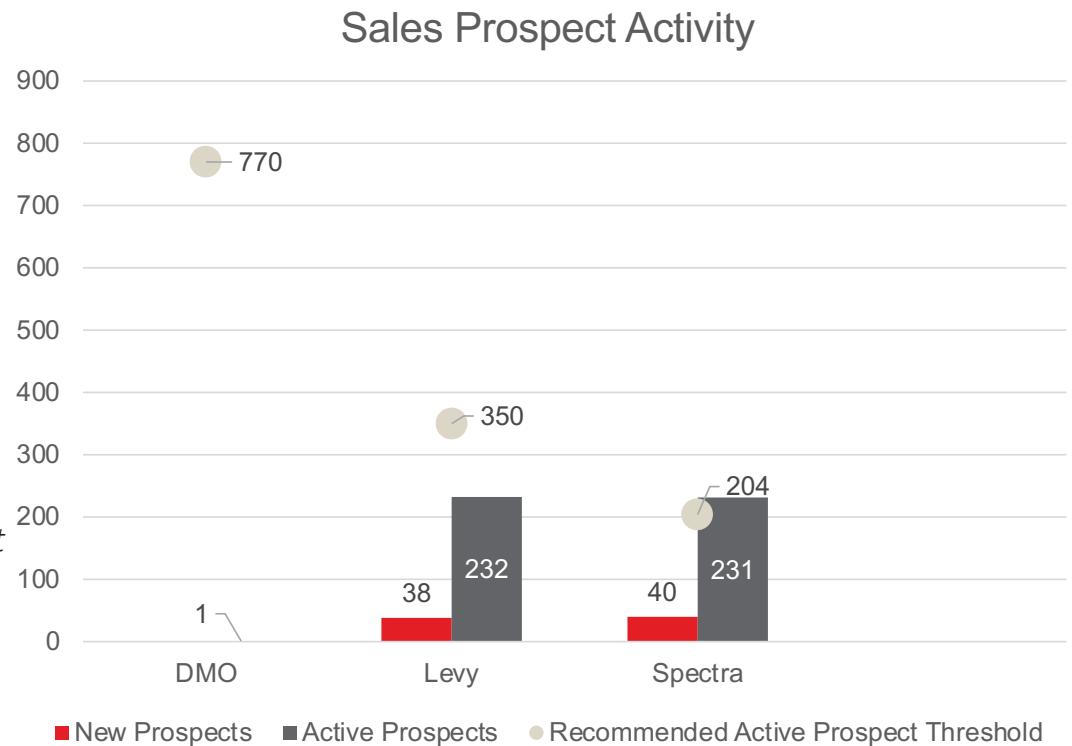
SCCC Sales Prospects



The sales teams across all partners added **79** new prospects for the SCCC in the month of October.

- There is a goal to maintain a certain level of sales activity.
 - Spectra = 204
 - Levy = 350
 - DMO = 770
- New prospects added represent:
 - Over 67,700 room nights and 69,910 attendees
 - \$2,402,391.00 in SCCC rental revenue
 - \$7,397,009.00 in SCCC F&B revenue
- Economic Impact
 - To be added for months going forward

** Note: DMO Activity is based on newly hired Sales Manager, that started in October 2021.*



SCCC Sales Tentative Events

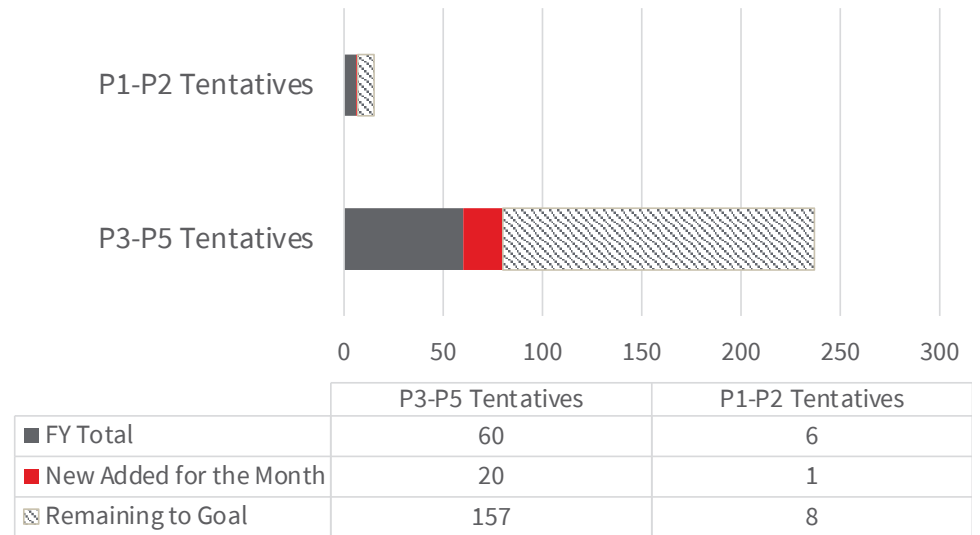


The sales teams across all partners added **21** new tentative events for the SCCC in the month of October.

- There is a goal to achieve **252** tentatives annually
- The SCCC team achieved **34%** of its overall annual goal
 - Spectra achieved 29% of 119
 - Levy achieved 44% of 119
- The DMO team has achieved **47%** of its annual goal
- The conversion rate from prospect to tentative YTD is **19%**
- Economic Impact
 - To be added for months going forward

** Note: DMO Activity is based on newly hired Sales Manager, that started in October 2021.*

Total Tentatives Funnel



SCCC Sales Definite Events

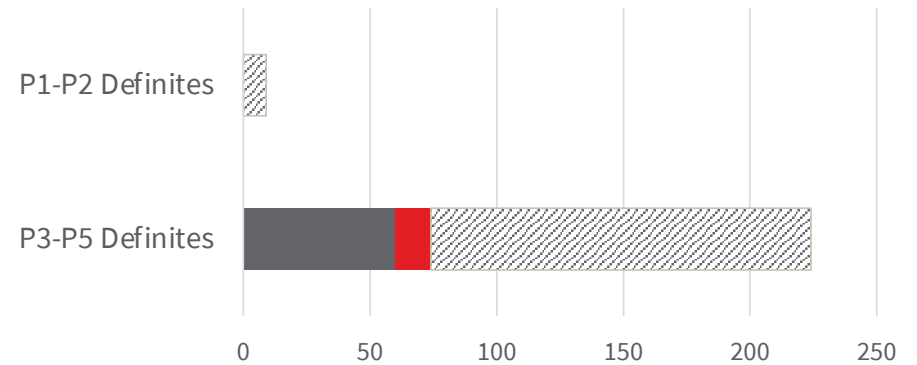


The sales teams across all partners added **14** new definite events for the SCCC in the month of October for future dates.

- 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 **16%**
 - Spectra booked 10
 - Levy booked 4
- Economic Impact
 - To be added for months going forward

* Note: DMO Activity is based on newly hired Sales Manager, that started in October 2021.

Total Definites Funnel



	P3-P5 Definites	P1-P2 Definites
■ FY Total	60	0
■ New Added for the Month	14	0
▨ Remaining to Goal	150	9

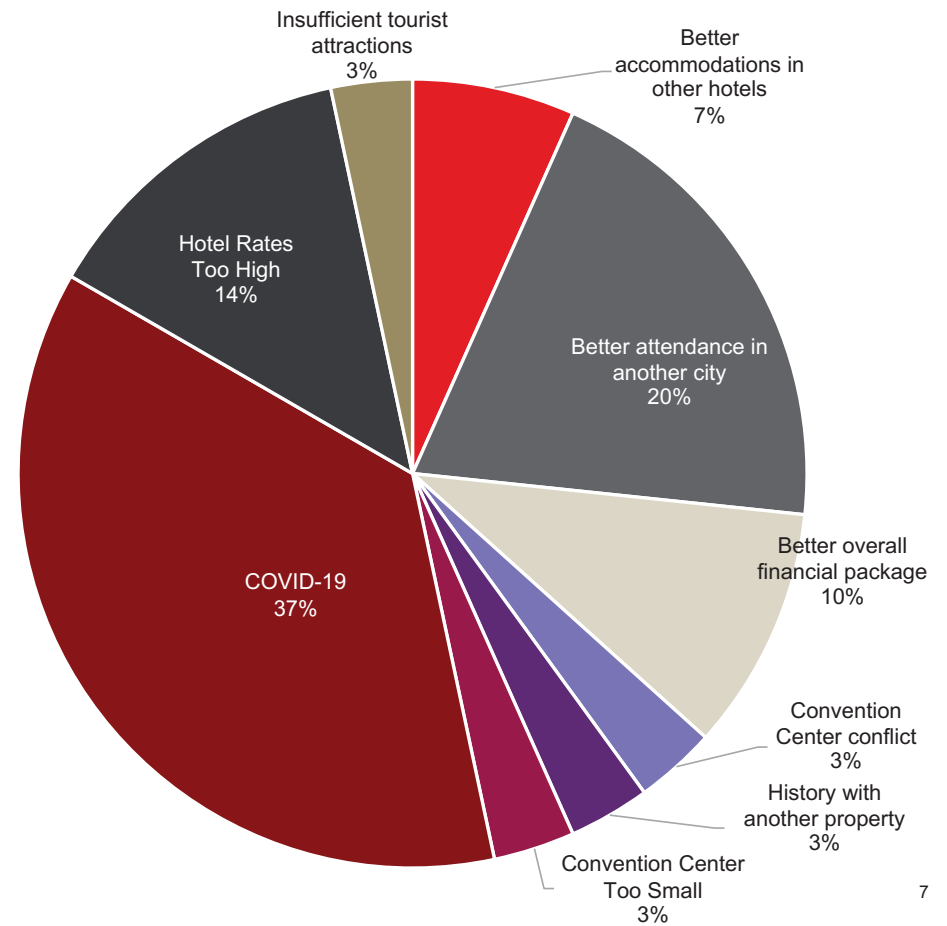
SCCC Sales Lost Events



There was 1 piece of lost business in the month of October.

- The events represented:
 - 20 room nights
 - \$69,985 in SCCC revenue (rental + F&B)
- Economic Impact
 - To be added for months going forward

Lost Business by Reason YTD

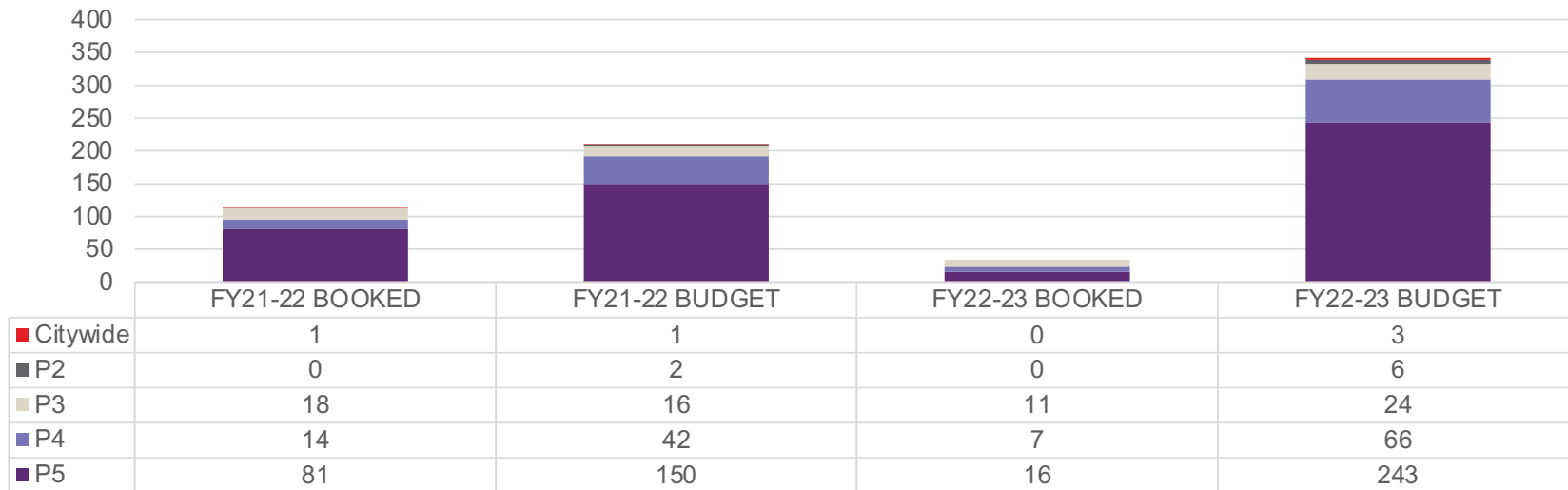


FY Budget Events (consumed in these FY)



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

FY Consumed Budget Events

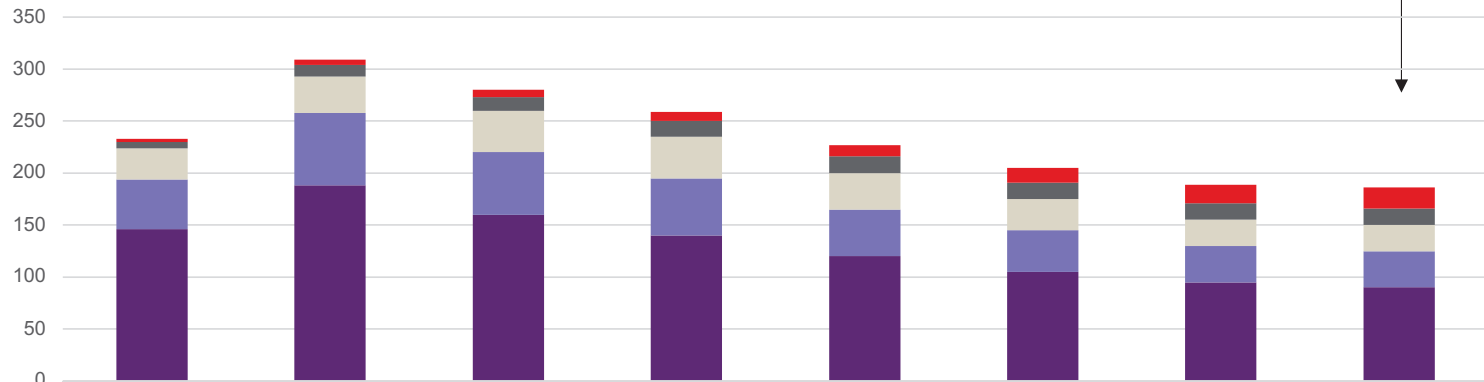


Booking Goals (booked for future years)



Stabilized year
Booked & Consumed
annually from here
forward

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



	FY21-22	FY22-23	FY23-24	FY24-25	FY25-26	FY26-27	FY27-28	FY28-29
■ Priority 1	3	5	7	9	11	14	18	20
■ Priority 2	6	11	13	15	16	16	16	16
■ Priority 3	30	35	40	40	35	30	25	25
■ Priority 4	48	70	60	55	45	40	35	35
■ Priority 5	146	188	160	140	120	105	95	90

Booking Goals

**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
THE SILICON VALLEY/SANTA CLARA, DMO, INC.
AND
GLOBAL SPECTRUM, LP., DBA SPECTRA VENUE MANAGEMENT
AND
LEVY PREMIUM FOODSERVICE, L.P.**

This Memorandum of Understanding (“MOU”) is made by and among the **Silicon Valley/Santa Clara DMO, Inc.** (“DMO”), **Global Spectrum, L.P., d/b/a Spectra Venue Management** (“Spectra”), as agent for the City of Santa Clara, and **Levy Premium Foodservice, L.P.** (“Levy”) as of the Effective Date as provided below. The DMO, Spectra and Levy may be referred to herein individually as a “Party” or collectively as the “Parties” or the “Parties to this MOU.”

WHEREAS, the DMO is the City of Santa Clara’s exclusive service provider and official destination marketing organization to market, sell and book the Santa Clara Convention Center and market Santa Clara as the destination of choice to national, regional, and local organizations;

WHEREAS, the Santa Clara Convention Center is owned by the City of Santa Clara and managed and operated by Spectra as agent on behalf of the City, and with food and beverage services managed and operated by Levy;

WHEREAS, the DMO completed a competitive Request for Proposal process and executed an agreement with the successful bidder Lotus Marketing, Inc. (“Contractor”) in the amount of \$177,400 (“Contractor Compensation”) to provide complete marketing and advertising services and administration of those services for the DMO and its partners at the Santa Clara Convention Center: Spectra and Levy;

WHEREAS, the DMO, Spectra and Levy agree to establish a joint working relationship for the purposes of marketing and advertising the destination.

AGREEMENT PROVISIONS

1. RESPONSIBILITIES OF THE DMO, SPECTRA AND LEVY

The Parties agree as follows:

- A. Work collaboratively to attain Santa Clara Convention Center goals.
- B. Establish a unified marketing approach for the purpose of developing consistent marketing materials and platforms focused on the target market audience and aligned to strategies set forth in the marketing plan/strategy to be developed as described in C below.

- C. Engage in regular communication with each other and Contractor on marketing efforts and activities including but not limited to branding, website design and development, and the development of the overall marketing strategy/plan.
- D. Upon execution of the MOU, Spectra shall contribute, from the Convention Center's operating budget, a total amount of \$36,000 for services to be performed by Contractor by paying such amount in one lump sum to the DMO. The DMO shall use such payment to fund its payments of the Contractor Compensation, and such payment shall be non-refundable to Spectra by the DMO.
- E. Upon execution of the MOU, Levy shall contribute a total amount of \$30,000 for services to be performed by Contractor by paying such amount in one lump sum to the DMO. The DMO shall use such payment to fund its payments of the Contractor Compensation, and such payment shall be non-refundable to Levy by the DMO.

2. TERM

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

3. RELATIONSHIP OF PARTIES

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

4. TERMINATION

A Party may terminate this MOU with or without cause on sixty days advance written notice. Any termination of this MOU without cause by a Party shall be without liability of any kind to the other Parties for such termination. Each of the Parties shall use its best efforts to communicate in advance and in writing to the other Parties potential circumstances that would lead to termination so all Parties can plan for the financial impact.

5. GOVERNING LAW

The validity of this MOU and any of its terms or provisions as well as the rights and duties of the Parties hereunder shall be governed by the laws of the State of California excluding its choice or conflict of law rules that would make applicable the laws of any jurisdiction other than the State of California.

7. COUNTERPART/FACIMILE SIGNATURE

This MOU may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument; and the Parties agree that signatures on this MOU, including those transmitted by facsimile or email, shall be sufficient to bind the Parties.

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

SILICON VALLEY/SANTA CLARA DMO, INC.

Dated: _____
By: _____
(Signature of Person executing the MOU on behalf of Party)
Name: ERON HODGES
Title: Chair
Local Address: 5001 Great America Parkway, Santa Clara, CA 95054
"DMO"

GLOBAL SPECTRUM, L.P., D/B/A SPECTRA VENUE MANAGEMENT, AS AGENT FOR THE CITY OF SANTA CLARA

Dated: 10.29.21
By: _____
(Signature of Person executing the MOU on behalf of Party)
Name: Kathy Carr
Title: General Manager
Local Address: 5001 Great America Parkway, Santa Clara, CA 95054
"Spectra"

LEVY PREMIUM FOODSERVICE, L.P.

October 29, 2021 | 4:18 PM CDT

Dated: _____
By: Robert Ellis
(Signature of Person executing the MOU on behalf of Party)
Name: Robert Ellis
Title: Treasurer of its General Partner
Local Address: 5001 Great America Parkway, Santa Clara, CA 95054
"Levy"



**BOARD OF DIRECTORS MEETING
NOVEMBER 18, 2021
AGENDA ITEM #5**

**SILICON VALLEY/SANTA CLARA DMO, INC.
BOARD REPORT**

DATE: November 18, 2021

TO: Discover Santa Clara Board of Directors

FROM: Nancy Thome, City of Santa Clara

SUBJECT: ACTION ON AN AGREEMENT WITH CPS HR CONSULTING FOR HUMAN RESOURCES CONSULTING SERVICES NOT TO EXCEED \$30,000 FOR A ONE-YEAR TERM DECEMBER 1, 2021 THRU NOVEMBER 30, 2022.

BACKGROUND

Silicon Valley/Santa Clara DMO, Inc. (“DMO”) needs human resources consulting services to assist with the development of HR policies and procedures and to provide guidance on HR related issues. \$30,000 was included in the DMO’s FY 2021/22 Operating Budget for contracted HR consulting services.

DISCUSSION

In September 2021, Nancy Thome and Dan Fenton began efforts to identify potential human resources consultants for the DMO. Nancy Thome and/or Dan Fenton met with three groups to discuss the needs of the DMO and to better assess expertise, capacity, and availability of each group.

- **Independent HR Specialist:** Nancy and Dan met with an independent HR specialist. The individual currently serves in a full-time HR role within the industry. The individual would continue to work full-time and was available to work part-time for the DMO in the evenings.
- **Management Partners:** Nancy met with Management Partners. Management Partners indicated they did not have a resource currently available to meet the needs of the DMO.
- **CPS HR Consulting:** Nancy and Dan reviewed a proposal submitted by CPS HR Consulting. CPS HR Consulting could provide a variety of HR services on a times and material basis. The type of project or consulting required by the DMO would dictate the level of support required and the hourly rates. CPS HR consulting also committed to short time frame for responses when needed.

Award Recommendation: It is recommended award of agreement to CPS HR Consulting as the most advantageous and best value. CPS HR Consulting demonstrated a high level of expertise, flexibility, and a long history of providing HR consulting services to public agencies.

Term of Agreement: The initial term of the proposed agreement is one year beginning on December 1, 2021 through November 30, 2022.

Summary of Agreement: The scope of work for the proposed Agreement includes the establishment of human resources policies and standard operating procedures, inclusive of standard forms/template and a customized onboarding model/plan, and ongoing human resources consulting services as needed including but not limited to: general HR administration, employee relations, workplace investigations, recruitment and selection, labor relations and records management including hiring, onboarding, promotion and separation of employees.

Cost Summary: The initial term of the Agreement is for a total not-to-exceed amount of \$30,000.

FISCAL IMPACT

There is no fiscal impact. \$30,000 for HR consulting services is included in the FY 2021/22 Operating Budget.

RECOMMENDATION

1. Approve and authorize the Chair to execute an Agreement with CPS HR Consulting for Human Resources Consulting Services not to exceed \$30,000 for a one-year term December 1, 2021 thru November 30, 2022 subject to the appropriation of funds.

ATTACHMENTS

1. Agreement with CPS HR Consulting



CONSULTING SERVICES AGREEMENT

Silicon Valley/Santa Clara DMO, Inc.
Ongoing Human Resource Consulting

This Consulting Services Agreement (Agreement) is by and between Cooperative Personnel Services, dba CPS HR Consulting, a California Joint Powers Authority (CPS HR) and the Agency named in the signature block at the end of this Agreement (Agency, a California non-profit mutual benefit corporation, is hereafter referred to as Client), and is effective as of December 1, 2021 (Effective Date). CPS HR and the Client shall be collectively referred to herein as the "Parties" and individually as a "Party."

- A. Purpose.** This Agreement defines CPS HR consulting services, policies and procedures.
- B. Services.** CPS HR will provide certain consulting services (Services) to Client as set forth in the Statements of Work (attached hereto as Exhibit ("A")). CPS HR shall perform only the Services requested by Client, at the times, dates, and locations specified by Client.
- C. Compensation.**
 - 1. Payment.** Client will compensate CPS HR for Services by paying certain fees as set forth in the Statement of Work. Client will reimburse CPS HR for business expenses pre-approved in writing and as set forth in the Statement of Work. Client will pay all invoices within thirty (30) days from receipt of invoice.
 - 2. Funding.** Client certifies that funding for compensation payable to CPS HR under this Agreement has been approved by Client's governing body, either as a part of the general operating budget or as a specific item. Client further certifies that it anticipates sufficient cash will be available for payment of compensation as required above.
 - 3. Late Payment.** Any invoices not paid within thirty (30) days may incur a service charge of the lesser of one percent (1%) or the maximum allowable by law per month on any outstanding overdue balances. In addition, reasonable collection costs may be added to any invoice not paid within ninety (90) days after written notice is provided to Client of such non-payment.
- D. Taxes.** Except as expressly stated in the Statement of Work, the fees listed therein are

in addition to, and not in lieu of, any additional fees, assessments, levies, taxes, etc. assessed against the transactions contemplated herein (Taxes). With the exception of Taxes imposed on CPS HR' net income, all Taxes shall be Client's responsibility. Client shall pay any Taxes, which CPS HR may be required to collect and remit under applicable law, upon invoice.

E. Term and Termination of Agreement.

1. Term. The term of this Agreement is from the Effective Date through November 30, 2022.

2. Immediate Termination upon Material Breach and a Failure to Cure. Either Party may terminate this Agreement immediately upon any material breach by the other Party if the breaching Party does not cure any such breach within 15 days of receiving notice thereof from the other Party, such termination shall be in addition to any other remedy available for a breach under applicable law.

3. Termination without Cause. Either Party may terminate the Agreement without cause upon thirty days written notice to the other Party.

4. Payment on Termination. Upon termination without cause, Client shall pay CPS HR for all work actually performed through the effective date of termination. For termination upon material breach, Client shall pay CPS HR for all work performed which is in compliance with the terms of the Statement of Work.

F. Limited Warranty.

1. Warranty. CPS HR represents and warrants that: (i) it has the authority to enter into this Agreement; (ii) it will comply with applicable law; and (iii) it will provide Services in a professional and workmanlike manner consistent with industry standards and applicable law.

2. Warranty Disclaimer. EXCEPT AS EXPRESSLY SET FORTH HEREIN, CPS HR EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED,

ORAL OR WRITTEN, WITH RESPECT TO THE SERVICES AND THE WORK PRODUCT INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR IN RESPECT OF ANY THIRD-PARTY PRODUCTS OR SERVICES AND ALL WARRANTIES IMPLIED FROM ANY COURSE OF DEALING AND NO REPRESENTATIVE OF CPS HR IS AUTHORIZED TO GIVE ANY ADDITIONAL WARRANTY.

G. Work Product.

1. Ownership. Upon CPS HR' receipt of fees due under the Agreement, all studies, reports, documents and other writings prepared by CPS HR and its subcontractors, produced as a result of CPS HR' work, or delivered by CPS HR to Client in the course of performing services (collectively, "Work Product") shall become the property of Client and Client shall have the irrevocable and perpetual right to use the materials for all Client purposes without further compensation to CPS HR or its subcontractors.

2. Retention of Rights. Notwithstanding Client's ownership of the Work Product, Client acknowledges and agrees that: (i) CPS HR has the right to re-use any of its know-how, ideas, concepts, methods, processes, or similar information, however characterized, whether in tangible or intangible form, and whether used by CPS HR in the performance of Services or not, at any time and without limitation, and (ii) CPS HR retains ownership of any and all of its intellectual property rights that existed prior to the Effective Date including, but not limited to, all methods, concepts, designs, reports, programs, and templates as well as all training materials, testing or assessment products, survey content, and copyrighable works.

H. Release of Information to Third Parties.

Each Party understands that information provided to government entities may be subject to disclosure under a public records or freedom of information act. Each Party hereto (each, a Recipient) shall protect and keep confidential all non-public information disclosed to Recipient by the other Party (each, a Discloser) and identified as confidential by Discloser, and shall not, except as may be authorized by Discloser in writing, use or disclose any such Confidential Information during and after the term of this Agreement. If CPS HR or Client receives a request for disclosure of Confidential Materials, such as a subpoena or a public

records or freedom of information request, that Party shall promptly notify the other Party of the request. Upon request, Client or CPS HR shall maintain the confidentiality of the Confidential Materials pending the grant or denial of a protective order or the decision of a court or administrative body as to whether the requested materials must be disclosed under the applicable public records statute. Client and CPS HR shall cooperate with each other in seeking any relief reasonably necessary to maintain the confidentiality of the Confidential Materials. Each Party shall defend, indemnify and hold the other Party harmless from any claim or administrative appeal, including costs, expenses, and any attorney fees, related to the disclosing Party pursuing protection of its Confidential Materials from disclosure.

I. Indemnification. CPS HR agrees to indemnify, defend, and hold Client, its agents, officers, employees and volunteers harmless from and against loss or damage (including reasonable attorney's fees) arising from or related to a claim of bodily injury or property damage resulting from CPS HR's willful misconduct or negligent performance of this Agreement; provided that, Client notifies CPS HR in a commercially reasonable time, in writing of any such claim and gives CPS HR (at CPS HR' expense) sole control of the defense of same and all negotiations for its settlement or compromise, provided that CPS HR will not settle any such claim without first obtaining the written consent of Client, which consent will not be unreasonably withheld. CPS HR' liability to indemnify Client shall be reduced to the extent that such loss or damage was caused or contributed to by the act, omission, direction or negligence of Client, its agents, officers, employees and volunteers over which CPS HR does not have direct control.

J. Limitation of Liability.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, NEITHER PARTY HERETO SHALL HAVE ANY LIABILITY OR RESPONSIBILITY FOR ANY INDIRECT, INCIDENTAL, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES ARISING FROM LOSS OF PROFITS OR DATA), EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NEITHER PARTY'S LIABILITY TO THE OTHER PARTY FOR DAMAGES HEREUNDER SHALL NOT EXCEED THE AMOUNT OF FEES PAID BY CLIENT TO CPS HR.

K. Miscellaneous.

1. Notices. Any notice to the Parties required or permitted under this Agreement shall be given in writing and shall be sent to the persons listed in the Statement of Work.

2. Dispute Resolution; Remedies.

(a) In the event of a dispute, the Parties may agree to pursue mediation or either binding or nonbinding arbitration to resolve their dispute, under such rules as the Parties may agree.

(b) If either CPS HR or Client determines it appropriate to file a judicial action, then, in addition to any other remedies available at law or in equity, each Party acknowledges that breach of this Agreement by the other Party may result in irreparable harm to for which damages would be an inadequate remedy and, therefore, the non-breaching Party shall be entitled to seek equitable relief, including injunction.

3. Attorneys Fees. If any legal action or arbitration or other proceeding is brought to enforce or construe the term of this Agreement or because of an alleged dispute, breach or default in connection with any provision of this Agreement, the successful or prevailing Party shall be entitled to recover reasonable attorneys fees and other costs incurred in that action, arbitration or proceeding in addition to any other relief to which it may be entitled.

4. Governing Law. This Agreement will be governed by the laws of the State of California without regard to its rules concerning conflict of laws.

5. Force Majeure. Neither Party shall be liable for delays caused by fire, accident, labor dispute, war, insurrection, riot, act of government, superior force, or any other cause reasonably beyond its control.

6. Waiver. The failure of any Party at any time or times to require performance of any provision of this Agreement shall in no

manner affect its right to enforce that provision at a later time. Nor shall the waiver by either Party of a breach of any provision of this Agreement be taken or held to be a waiver of the provision itself. No waiver shall be enforceable unless made in writing and signed by the Party granting the waiver.

7. Insurance Requirements. During the term of this Agreement, CPR HR shall provide and maintain in full forces, at no cost to Client, insurance policies set forth in Exhibit B.

8. Entire Agreement; Modifications. This Agreement and any and all Statements of Work attached to this Agreement constitute the entire agreement between the Parties regarding the subject matter hereof and supersedes all other agreements, representations and warranties. All modifications and supplements to this Agreement must be in writing and signed by both Parties.


9. Counterparts; Facsimile Signature; Electronic Signature. This Agreement may be executed in any number of counterparts. If this Agreement or any counterpart is signed and then faxed or e-mailed by PDF or otherwise, the faxed or e-mailed copy bearing a copy of the signature shall be as good as the original, wet-ink signed copy for all intents and purposes.

10. Authority to Sign. The person signing this Agreement on behalf of the Client (the Principal Signer) represents that he or she is the head of the Agency or is otherwise duly authorized to sign this Agreement and to bind the Client.

11. Ambiguities. As this Agreement has been voluntarily and freely negotiated by both parties, the rule that ambiguous contractual provisions are construed against the drafter of the provision shall be inapplicable to this Agreement.

**Cooperative Personnel Services dba
CPS HR Consulting**
2450 Del Paso Rd, Ste 220, Sacramento, CA 95834

Silicon Valley/Santa Clara DMO, Inc.
5001 Great America Parkway, Santa Clara, CA 95054

By: 
Authorized Signature

By: _____
Authorized Signature

Name: Sandy MacDonald-Hopp

Name: Eron Hodges

Title: Chief Financial Officer

Title: Chair

Exhibit A Statement of Work

All changes to this SOW must be mutually agreed to and executed in writing by duly authorized representatives of both Parties as an amendment to this SOW. Capitalized terms used herein shall have the meanings ascribed to them in the Agreement.

1. **SERVICES:** CPS HR shall assist Client with ongoing human resource consulting services. CPS HR staff assigned to the project would work primarily remotely to establish human resource policies and standard operating procedures inclusive of standard forms/templates and a customized onboarding model/plan. Additionally, if requested, CPS HR can provide ongoing human resources consulting services to include, but not limited to:

- General HR Administration and Consultation
- Classification Studies
- Employee Relations/Conflict Resolution
- Workplace Investigations
- Personnel Policy Development, Administration, and Interpretation
- Records Management including hiring, onboarding, promotion and separation of employees
- Recruitment and Selection
- Base Salary Studies
- Labor Relations
- Leave Administration

To accomplish the requested services as described, CPS HR staff assigned would work primarily remotely and onsite, as needed. CPS HR can assist with any of your Human Resources functions, whether for a specific project, like those already identified above, as well as providing strategic HR consultation to support the day-to-day HR function as needed and on-demand. CPS HR will comply with any confidentiality and system Client has determined are necessary to maintain the integrity and confidentiality of its data.

Structure and Content of Work Product

Deliverables

CPS HR will partner with Client to provide sufficient documents, templates, resources, and reports for the various services requested. CPS HR will leverage its use of technology by creating a shared Teams™ site with Client in order to share and work on documents collaboratively. CPS HR will provide documents in a draft format and utilize track changes and comments until all questions have been addressed. Throughout all project requests and interactions, CPS HR will provide expert human resource consultation and best practice recommendations. Additionally, CPS HR will respond within 24 hours regarding urgent employee matters.

Project Management and Communication

CPS HR uses a comprehensive approach for planning, organizing, directing, and controlling consulting engagements. CPS HR's approach is designed to ensure a focused and efficiently executed project. CPS HR is convinced that the key ingredient to a successful consulting assignment is an effective combination of sound project management procedures, high-quality project team members, and good customer service. Effective project management is required to provide for the orchestration and timely flow of activities, an ongoing feedback and adjustment mechanism, and the judicious use of time.

CPS HR project management process includes three primary components.

- **Providing ongoing monitoring and control of project activities.** Unforeseen developments or changes in circumstances may warrant changes in emphasis, revisions to the approach in certain areas, or other modifications of planned work activities. Active project management provides greater assurance that such redirection will occur when warranted by circumstances.
- **Ensuring the optimum management of the time available to complete the project.** Effective time management is a skill required of experienced professionals. Sound project management can optimize the overall effectiveness of the project team's efforts and provide a greater assurance of meeting milestones and budgets.

- **Providing for the continuous reinforcement of the project's objectives.** A major role of project management is to ensure that the consulting team consistently adheres to the proper perspective in facilitating the project.

CPS HR is dedicated to the commitment of its full complement of resources for the success of all projects. The team members who will be working on this project will be readily accessible and are committed to meeting all deadlines and scheduled timeframes.

Our Communication Model

CPS HR recognizes that the success of any project depends upon the ability of the consulting team to develop and maintain effective working relationships with the Client’s Project Representative, management, employees, and other key stakeholders. Throughout the project, CPS HR envisions collaborating with the Client’s Project Representative to maintain open lines of project communications and to develop a shared understanding of project needs, goals, and objectives.

CPS HR understands that open and consistent communication with project stakeholders is a key element of project acceptance and success. For that reason, the work plans CPS HR presents contain multiple communication points with the Client including:

- Initial project meetings
- Ad-hoc teleconference meetings with the Client Project Representative, and other designated stakeholders, as requested
- On-site meetings to present project deliverables, if requested.

Our goal, therefore, is to ensure that our CPS HR Project Team will meet or exceed Client’s expectations for all phases of the project, and CPS HR will work diligently with Client’s staff to meet fully the objectives of the project. CPS HR intends to accomplish this through its combination of sound project management procedures, good customer service, and solid communication strategies.

2. CLIENT RESPONSIBILITIES:

a. Client must timely perform all those Client roles and responsibilities set forth in this SOW. Successful completion of this project within the time specified depends largely upon an effective working relationship between Client and CPS HR project staff. For this reason, CPS HR requests that Client designate an individual to coordinate communication, meetings, interview schedules, and review of products with the project team.

b. Any work products developed during the activities described above will be submitted to Client’s Project Representative for review, comment and/or approval. This is a critical step to ensure accurate, reliable, and valid products.

3. CPS HR PROJECT MANAGER: Christina Batorski Peacock Email: cbpeacock@cpsshr.us

4. CLIENT’S PROJECT REPRESENTATIVE: Ruth Shikada Email: rshikada@santaclaraca.gov

5. SERVICE FEES: Not to Exceed \$30,000

a. All Services provided to Client by CPS HR hereunder are priced on a TIME AND MATERIALS basis. Except for the not to exceed amount referenced above, any estimates provided by CPS HR to Client, whether written herein or given orally, shall not be binding on CPS HR or convert this SOW into a fixed price engagement with respect to such Services. Any such estimates are for informational purposes only, and the actual fees payable by Client may be higher or lower than such estimates.

b. Rates. CPS HR will invoice Client at the following rates:

Project Manager	\$135.00 per hour
Principal Consultant/Technical Expert	\$130.00 per hour
Senior Consultant	\$125.00 per hour
Administrative Support	\$105.00 per hour

- c. Invoices, with reasonable supporting documentation of costs incurred, will be submitted for payment on a monthly basis. Client will pay CPS HR within thirty (30) days following receipt of invoice.
- 6. In the event the project is terminated early, CPS HR will be paid such amount as is due for professional services actually performed and out-of-pocket expenses incurred up to and including the effective date of termination.
- 7. This SOW covers work requested and performed prior to the commencement of this SOW.

Exhibit B
Insurance Requirements

Without limiting CPS HR's indemnification of the Client, and prior to commencing any of the Services required under this Agreement, CPR HR 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 Client, 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 Client so that any other coverage held by the Client shall not contribute to any loss under CPS HR'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 CPS HR; 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 CPR HR 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 CPS HR 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 CPS HR 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 Client, its Board, 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 CPR HR. 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 Client's Attorney.

E. COMPLIANCE WITH REQUIREMENTS

All of the following clauses and/or endorsements, or similar provisions, must be part of each commercial general liability policy, and each umbrella or excess policy.

1. Additional Insureds. Client, its Board, officers, employees, volunteers and agents are hereby added as additional insureds in respect to liability arising out of CPR HR's work for Client, 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 CPS HR 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 CPS HR'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 Client 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 Client 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

CPS HR and Client agree as follows:

1. CPS HR 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 CPS HR, provide the same minimum insurance coverage required of CPS HR, except as with respect to limits. CPS HR 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. CPS HR agrees that upon request by Client, all agreements with, and insurance compliance documents provided by, such subcontractors and others engaged in the project will be submitted to Client for review.
2. CPS HR 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 Client or CPS HR for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to Client. It is not the intent of Client to reimburse any third party for the cost of complying

with these requirements. There shall be no recourse against Client for payment of premiums or other amounts with respect thereto.

3. The Client reserves the right to withhold payments from CPR HR 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, CPS HR, 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 Client and as described in this Agreement. CPS HR shall file with the Client all certificates and endorsements for the required insurance policies for Client's approval as to adequacy of the insurance protection.

H. EVIDENCE OF COMPLIANCE

CPS HR 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 Client, or its representative as set forth below, at or prior to execution of this Agreement. Upon Client's request, CPS HR shall submit to Client 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 Client pursuant to this Agreement shall be mailed to:

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

I. QUALIFYING INSURERS

All of the insurance companies providing insurance for CPS HR 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 Client or its insurance compliance representatives.



PERMANENT TENANT ORDER FORM

Company Name: Silicon Valley/Santa Clara DMO, Inc.		Bill Name: Silicon Valley/Santa Clara DMO, Inc.		
Billing Address: 5001 Great America Parkway		City: Santa Clara	State: CA	Zip: 95054
Country: USA				
Contact Name: Nancy Thome	Contact Email: DSCAdmin@discoversantaclara.gov	Email to send Invoices: DSCAdmin@discoversantaclara.gov		
Telephone Number: 408-748-7018	Cell Phone:	Fax:		

SERVICES

DESCRIPTION OF SERVICE	TYPE	QTY	PRICE	TOTAL
Telephone Reserved Number - LO-UNR	LO-UNR	1	14.00	14.00
Broadband Services - TTS-10 MB Dedicated Bandwidth 10.6.9.0/24 VLAN 609 / Internet	TTS-10 MB Dedicated Bandwidth	1	250.00	250.00
Additional Items:				
• Setup for initial computer including tutorial/instruction on basics.	FW-N	1	50.00	
• Per hour rate for time and material to support unique/non-basic requests.		1	50.00	
• Multi-line telephone	ML	1	36.00	
• Voicemail	VM	1	7.00	
• Administration Service Charge - applicable on hardware orders. One time charge per order.	Admin	1	15%	
Items paid for directly by client (*per user cost):				
• Monthly License Fee - MSFT Office 365 Basic	License	1	5.00	
• Monthly License Fee - MSFT Office 365 Advanced	Fee	1	12.50	
• Email Account	Email	1	5.00	
<i>*subject to change</i>				
			SERVICES TOTAL	\$264.00

Above services are reoccurring charges to be invoiced monthly. Additional charges for Work Orders, Phone calls, Show Service, and all applicable taxes and fees will appear as separate charges.

Special Billing Instructions:

THIS ORDER IS SUBJECT TO THE TERMS AND CONDITIONS ATTACHED HERETO AND MADE PART THEREOF. CUSTOMER SIGNATURE ACKNOWLEDGES FULL AND COMPLETE UNDERSTANDING OF THE TERMS AND CONDITIONS/ATTACHMENTS.

Customer Signature: _____ Print Name: _____ Date: _____

Office Use Only:	Center:	Account Number:
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Smart City Networks • 5795 W. Badura Avenue #110 • Las Vegas, NV 89118
Phone: (702) 943-6000 • Fax: (702)943-6012 • billing@smartcity.com

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TERMS & CONDITIONS

APPLICABLE TO ALL ORDERS PLACED WITH SMART CITY NETWORKS

1. All invoices are payable upon receipt and if not paid within 60 days of the date received by Customer shall be subject to interest at the rate of 12% per annum, or if lower, the highest rate permitted by law or a minimum late fee of \$10.
2. Federal, State, Local or Other Taxes, will be included on Customer's monthly bill where applicable. Customer is responsible to supply Smart City with any applicable tax exemption information for Customer's account upon request of service.
3. Any future changes to Customer's account, such as services provided, address, contact information, etc. require notification to Smart City at billing@smartcity.com. Any change may take 30 days before it goes into effect. Changes made to services provided must be approved by Smart City and charges therefore will be prorated based on the date services were changed.
4. Either party may cancel services provided upon at least 30 days advance notice in writing to the other party. Credits on accounts that are to be cancelled will be reviewed for refund. Refunds for services installed and not used will not be given.
5. All billing disputes must be submitted to Smart City in writing within 90 days of invoice date. Smart City will reply to dispute within 30 days from the date receiving original dispute. Smart City shall have no obligation with respect to any disputed invoice unless notice of such dispute is timely given by Customer to Smart City in accordance with this paragraph.
6. Credits from the dispute will remain on Customer's account to be used against future billings unless Customer submits a written request for a refund to Smart City. Any credits in the amount of \$10.00 or less will not be refunded but will remain on Customer's account to be used against future billings.
7. If credits are due to Customer for tax exemption certificates provided after service to Customer is commenced, Smart City will review and provide credits for overpayment of taxes for a period of 90 days prior to delivery of the exemption certificate from the date information has been verified.
8. Refunds to customers may take up to 30 days to process and complete.
9. Customer will be charged for checks returned by a financial institution additional bank fees imposed on Smart City.
10. Prices are subject to change upon 30 days advance written notice to Customer.
11. Smart City accepts payments in US dollars, Checks drawn on a US bank, Wire Transfers or the following Credit Cards: (Amex, MasterCard, Visa,). Make all checks payable to: *Smart City*.
12. Customer is responsible for all international long distance, domestic long distance, local calls and other applicable charges against assigned Telephone numbers and associated taxes.

SMART CITY agrees to work with Customer to provide secure and reliable telephone, email, internet, and network services. SMART CITY will provide guidance to and assist Customer with procuring, installing, maintaining, and operating computer hardware, software, and other automated systems. SMART CITY will procure and manage software packages for Customer. SMART CITY will support Customer development of procedures for coordinated and efficient workflow operations. This includes, but is not limited to, systems management, email and server management, monitoring/alerting/logging, service management, incident and outage reporting, configuration and end user management.

Service Response Time:

- SMART CITY will commit to a one-hour response time if any user has a "system down" request. Smart City will issue a 24-hour phone line/online address for all users only to be used with "system down" emergencies.
- SMART CITY will commit to a 24-hour response time for requests that are related to training or system enhancements.

All contracts and agreements are solely between SMART CITY and Customer. The Customer's Facility is located at the Santa Clara Convention Center, which is located at 5001 Great American Parkway, Santa Clara, CA. The Facility is not a party to, nor shall it have

any obligations or liabilities whatsoever to Customer. No representations or warranties are being made by the Facility with respect to any Customer Contract or Order Form or any communications services. The right of Customer to receive any communications service will be terminated if either party terminates the service for any reason; and the Facility will have no obligation to continue providing such service unless the Facility elects in its sole discretion to continue to provide such services itself or through a third party. The provisions of the Order Form and these Terms and Conditions are separate and independent from the provisions of Customer's lease space in the building and shall not affect Customer's obligations under such lease and without limiting the foregoing, in no event shall any default by SMART CITY under the Order Form or any failure with respect to any communications services have any effect on Customer's obligations to the Facility under any lease or any other occupancy agreement between such Customer and the Facility.

At all times during the period of providing services to Customer, Smart City shall have in full force and effect a commercial general liability insurance policy with the following minimum policy limits: (i) \$1,000,000 each occurrence/\$2,000,000 aggregate, with \$2,000,000 products/completed operations aggregate, and \$1,000,000 personal injury.

Customer agrees to indemnify and hold harmless Smart City, its subsidiaries, affiliates, officers, directors, employees, agents, and advisors, from and against any and all losses and liabilities incurred by SMART CITY to third parties, including reasonable attorneys' fees and costs due to, or arising out of Customer's use of or conduct of the services other than caused by SMART CITY's negligence or intentional misconduct in providing such service. Customer reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by Customer hereunder, and SMART CITY will provide to Customer prompt notice of any third-party claim for which SMART CITY may seek indemnification hereunder in a timely manner to permit Customer to defend such claim. In no event will SMART CITY settle any claims for which it may seek indemnification hereunder without first obtaining Customer's written consent, which consent will not be unreasonably withheld.

SMART CITY agrees to indemnify and hold harmless Customer, its subsidiaries, affiliates, officers, directors, employees, agents, and advisors, from and against any and all losses and liabilities incurred by Customer to third parties, including reasonable attorneys' fees and costs due to, or arising out of SMART CITY's providing the services other than caused by Customer's negligence or intentional misconduct in using such service. SMART CITY reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by Customer hereunder, and Customer will provide to SMART CITY prompt notice of any third-party claim for which Customer may seek indemnification hereunder in a timely manner to permit SMART CITY to defend such claim. In no event will Customer settle any claims for which it may seek indemnification hereunder without first obtaining SMART CITY's written consent, which consent will not be unreasonably withheld.

DRAFT



Addendum No.1

California People Search
303 Twin Dolphin Drive Suite 600
Redwood Shores, Ca 94065

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

RE: Extending Terms
Date: November 08, 2021

The purpose of Addendum No. 1 is to amend the existing Agreement between California People Search and Silicon Valley/Santa Clara DMO, Inc., entitle Client Terms and Conditions 2021, which Agreement by its terms became effective on July 2, 2021, the date by which both CPS and the Company had executed the Agreement. All defined terms used in this Addendum not otherwise defined herein will have the same meaning ascribed to them in the Agreement.

The initial term of the Agreement is a period of six months from July 2, 2021, unless terminated earlier according to its terms.

CPS and Company now desire to, and by signing this Addendum below, hereby extend the term of the Agreement through June 30, 2022 subject to all of the terms and conditions contained in the Agreement, including the early termination provisions contained in the Agreement.

X

Eron Hodges, Chair
Silicon Valley/Santa Clara DMO Inc

Date

X

Becki Clague

Becki Clague
California People Search

11.10.2021

Date