



DISCOVER SANTA CLARA®
BOARD OF DIRECTORS
SPECIAL MEETING AGENDA

October 12, 2022

9:00 a.m.

Virtual Meeting

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://us06web.zoom.us/j/81061144859>
Meeting ID: 810 6114 4859 or by phone: 1 (669) 900-6833.*

CALL TO ORDER

ROLL CALL

PUBLIC COMMENT

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

SPECIAL ORDER OF BUSINESS

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.

CONSENT ITEMS PULLED FOR DISCUSSION

PUBLIC PRESENTATIONS

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

GENERAL BUSINESS – ITEMS FOR DISCUSSION

1. Action on the Appointment of the Chief Executive Officer and on the Silicon Valley/Santa Clara DMO, Inc. Chief Executive Officer Employment Agreement.

Recommendation: Approve the Appointment of Christine Lawson to Chief Executive Officer and authorize the Chair to execute the Employment Agreement which sets the salary and terms of conditions of employment pursuant to the recommendations of the Chair and Board Members.

GENERAL ANNOUNCEMENTS

ADJOURNMENT

The next regular scheduled meeting is on October 20, 2022 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 Beverly Corriere, BCorriere@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 Beverly Corriere, BCorriere@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 Beverly Corriere, BCorriere@discoversantaclara.org as soon as possible before the scheduled event.

ATTACHMENTS

**SILICON VALLEY/SANTA CLARA DMO, INC.
CHIEF EXECUTIVE OFFICER (CEO) EMPLOYMENT AGREEMENT**

This Employment Agreement (“Agreement”) is entered into by and between the **Silicon Valley/Santa Clara DMO, Inc. dba as Discover Santa Clara®**, a California nonprofit corporation (the “DMO”) and **Christine Lawson** (the “Employee”). DMO and Employee, may be referred to individually as a “Party” or collectively as the “Parties” or the “Parties to this Agreement”.

RECITALS

- A. DMO mission is to promote and drive economic impact to the City of Santa Clara (the “City”) as the Silicon Valley destination of choice for meetings, business and leisure travel;
- B. DMO vision is for the City to be a world class destination for innovation, collaboration and exchange of ideas in Silicon Valley;
- C. DMO is the official destination marketing organization for the City;
- D. DMO Board of Directors (the “Board”) has approved the DMO entering into an employment agreement with Employee to retain Employee as the Chief Executive Officer (the “CEO”) of the DMO;
- E. Employee desires to be employed by the DMO as its CEO, subject to the terms and conditions set forth in this Agreement.
- F. DMO and Employee desire to establish specific terms and conditions relating to CEO duties and responsibilities, compensation, including salary benefits, performance evaluations and related matters, and the Parties are entering into this Agreement for those purposes.

AGREEMENT TERMS AND CONDITIONS

Based upon the foregoing, DMO and Employee agree as follows:

1. Agreement Documents. The documents forming the entire Agreement between DMO and Employee shall consist of this Agreement, the following Exhibits and the other documents set forth below:
 - Exhibit A – Employee Performance Goals
 - Exhibit B – DMO CEO Job description
 - Exhibit C – Alternative Dispute Resolution Procedures
2. Employment. The DMO hereby employs Employee as the CEO of the DMO, and Employee hereby accepts such employment. Employee acknowledges and agrees that, like all other DMO employment positions, employment with the DMO is for no specific period of time, and therefore, Employee’s employment with the DMO is “at will,” meaning that either Employee

or the DMO may terminate the employment relationship at any time and for any or no reason, with or without cause or notice. Any contrary representations which may have been made to Employee are superseded and replaced in their entirety by this Agreement, and the foregoing “at will” statement is the full and complete agreement between Employee and the DMO on the employment term. Although Employee’s job duties, title, compensation and benefits, as well as the DMO’s personnel policies and procedures, may change from time to time, the “at will” nature of Employee’s employment with the DMO may only be changed in an express written agreement signed by Employee and DMO’s Board Chairperson and the DMO’s Board Vice Chairperson. Without limiting the foregoing “at will” nature of Employee’s employment hereunder, Employee acknowledges and agrees that Employee has no expectation of continued employment with the DMO.

3. Term of Agreement. Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by written amendment to this Agreement, and without changing or prejudicing the “at will” nature of Employee’s employment hereunder the term of Employee’s employment under this Agreement shall begin on October 17, 2022 and terminate on October 16, 2025.
4. Employee’s Duties. Employee shall perform the duties and responsibilities as described in the CEO job description attached to this Agreement, which is incorporated into and made a part of this Agreement by this reference. Employee’s duties and responsibilities may be amended from time to time, as requested by the Board in its sole discretion.
 - 4.1. Performance Requirements. The Parties have mutually agreed upon the financial and performance goals attached hereto as Exhibit A. Employee agrees that such goals are a material part of this Agreement and failure to meet or exceed such goals on an annual basis may be the basis of employment termination as set forth in Section 9 without changing the “at will” nature of Employees’ employment with the DMO. Employee and the Board shall mutually agree upon such financial and performance goals each year during the Term of this Agreement and revise and update Exhibit A accordingly. The failure to attach a revised or updated Exhibit A to this Agreement will not invalidate any such additional or different financial and performance goals mutually agreed upon by Employee and the Board.
 - 4.2. Full Energy and Skill. Employee shall render to the very best of her ability, on behalf of the DMO, services to and on behalf of the DMO, and shall undertake diligently all duties assigned to her by the Board. Employee shall devote her full energy, skill, ability, and productive time to the performance of the duties and responsibilities of Employee as provided in this Agreement.
 - 4.3. Mission and Bylaws. Employee shall perform her duties and responsibilities within the vision and mission of the DMO and as required by the articles and bylaws of the DMO.
 - 4.4. No Conflict. Employee shall not engage in any activity in any capacity or enterprise, for compensation or otherwise, which is actually or potentially in conflict with, inimical to, or which interferes with the vision and mission of the DMO or the performance of the duties and responsibilities of Employee as provided in this Agreement.
 - 4.5. Outside Employment and Activities. Employee shall not engage in any employment, activity, consulting service, or other enterprise, for compensation or otherwise, even if such activity, service, or enterprise does not involve a conflict or actual conflict as

describe in 4.4 above, without the prior express, written approval of the Board, which approval will not be unreasonably withheld.

4.6. Professional Activities. During Employee's employment with the DMO, Employee is authorized to engage in and participate in professional activities, including but not limited to meetings, conferences, and other events conducted or sponsored by industry professional organizations provided that Employee's ability to perform her/his duties and responsibilities as provided in this Agreement is not compromised or interfered with in any manner. Employee shall be paid regular salary and benefits when traveling to, attending, or participating in professional activities, and shall be entitled to expense advances and/reimbursement for actual costs incurred and in accordance to the DMO's Travel and Training Travel Policies.

4.7. Brown Act and Public Records Act. The DMO is a private entity and may not be considered a public entity for any purpose, nor may the Board, Employee or staff be considered public officials for any purpose. However, if the DMO becomes or acts in the capacity of the Owners' Association for the Santa Clara Tourism Improvement District under the "Property and Business Improvement District Law of 1994, State of California Streets and Highways Code section 36600 et seq, Employee, shall comply with the Ralph M. Brown Act (Chapter 9 (commencing with Section 54950) of Part 1 of Division 2 of Title 5 of the Government Code), at all times when matters within the subject matter of the Santa Clara Tourism Improvement District (SCTID) are heard, discussed, or deliberated, and with the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1 of the Government Code), for all records relating to activities of the SCTID).

5. Compensation. While performing the duties and responsibilities as required by this Agreement, Employee shall be compensated as provided in this Section 5.

5.1. Base Salary. Commencing effective on the first day of employment with the DMO, Employee shall receive an initial annual base salary of **Two-Hundred Thirty-Five Thousand Dollars and No Cents (\$235,000.00)**, less all authorized or appropriate deductions and withholdings, payable in pro-rata increments on regular DMO paydays. Employee acknowledges and understands that the CEO position is exempt from overtime compensation under applicable wage and hour law and the base salary shall be compensation for all hours worked by Employee for the DMO.

5.2. Adjustments. In connection with Employee's annual performance evaluation as described in Section 6 below, the Board (or a committee of the Board) shall determine any appropriate base salary or other compensation adjustment for Employee. Employee acknowledges that the ultimate decision regarding the timing and the amount of any such compensation adjustment is within the sole discretion of the Board (or a committee of the Board).

5.3. Standard Benefits.

5.3.1. Health, Dental and Vision. Employee is eligible to participate in available plans offered by the DMO. The DMO contributes 85% to the individual insurance premium and requires the Employee to pay 15% of the insurance premiums. This benefit is available to Employee only and Employee will have the option to add dependents at her cost.

- 5.4. Vacation Accrual and Leave. Employee shall be entitled to vacation accrual and leave as established in the DMO Employee Handbook. The Employee shall begin accruing vacation of 20 days (160 hours) per year.
- 5.5. Sick Leave. Employee shall be entitled to sick leave accrual as established in the DMO Employee Handbook.
- 5.6. Holidays. Employee shall be entitled to 11 paid holidays annually as established in the DMO Employee Handbook.
- 5.7. Auto Allowance. Employee shall be entitled to automobile allowance in the amount of \$500.00 monthly. Employee shall be responsible for providing DMO copies of updated auto insurance, driver's license and vehicle registration prior to any expiration dates as a condition of receiving ongoing auto allowance. Employee agrees that this benefit is an alternative to receiving IRS mileage reimbursement.
- 5.8. Cell Phone Stipend. Employee shall be entitled to a cell phone stipend in the amount of \$40.00 monthly.
- 5.9. Discretionary Bonus Compensation. Employee shall be eligible for bonus compensation as may be determined in the sole discretion of the Board, which will be paid on an annual basis if earned by Employee in accordance with the following:
 - 5.9.1. The maximum annual discretionary bonus compensation potentially available to Employee shall be up to 25% of Employee's annual base salary.
 - 5.9.2. In determining Employee's annual bonus compensation, if any, the Board will take into consideration Employee's efforts towards, and contribution to, the DMO achieving the DMO Key Performance Indicators (KPIs), and the annual targets as established between the City and the DMO.
 - 5.9.3. If awarded to Employee by the Board, Employee's annual bonus compensation is intended to be paid by the end of the first quarter of the following year or as soon as practicable after the end of each DMO fiscal year and the status of the annual targets is evaluated and determined by the Board (or a committee of the Board).
 - 5.9.4. If Employee's employment is terminated for any reason, Employee may be paid a pro-rated portion of the annual discretionary bonus compensation, as determined solely by the Board (or a committee of the Board), for the most recently completed fiscal year quarter in which termination occurs.
6. Performance Evaluation. During the first year of Employee's employment hereunder, the Board (or a committee of the Board) shall conduct a formal review and evaluation of the Employee after completing six months of employment and again after 12 months of employment. Thereafter, the Board (or a committee of the Board) shall conduct a formal review and evaluation annually. Employee shall use her best efforts to ensure an annual review is conducted within 45 days of the end of the fiscal year. This shall include preparing a report describing in reasonable detail the level of achievement for all agreed upon quantitative and qualitative goals.

7. Confidential Information. Employee acknowledges that she shall have access to certain “Confidential Information” of the DMO which may include but is not limited to, any past, present or future trade secrets, confidential or other non-public knowledge, data or other proprietary information relating to services, processes, know-how, designs, formulas, developmental work, computer programs, databases, original works, customer lists, business plans, financial information or other information, materials or subject matter pertaining to any business, operations or activities of the DMO or any of its personnel, clients, consultants or licensees that the DMO considers confidential or proprietary. Employee agrees that, during employment and thereafter, she shall not disclose or use any Confidential Information to any persons, except as necessary or appropriate in the performance of duties, unless specifically authorized in writing by the Board to do so or as required by law. Employee shall use her best efforts to prevent inadvertent disclosure of any Confidential Information to third parties. Confidential Information shall not include any information, materials or other subject matter (i) that is already known to Employee at the time of disclosure and is free from any obligation of confidentiality, and such prior knowledge can be established by competent evidence, (ii) that is or becomes generally known or available to the public through no act or failure to act of Employee, (iii) that Employee subsequently develops through entirely independent efforts with reference to any Confidential Information and such independent development can be established by competent evidence, (iv) is received by Employee from a source that, to the knowledge of Employee, is not bound to the DMO by any obligation that prohibits the disclosure of such information by such source to Employee, or (v) that Employee is required to be disclosed by law, except to the extent eligible for special treatment under an appropriate protective order.
8. Termination, Resignation and Payment for Release. Employee understands and agrees that she has no legally protected property right or any other right or interest in continued employment with the DMO for any particular period of time. Employee further understands and agrees that she will be serving as an employee of the DMO at the pleasure of the Board, she may be terminated or asked to resign the position of CEO at any time, with or without cause.
- 8.1. In the event that the DMO Board terminates Employee’s employment as CEO for no reason or for any other reason other than as set forth in Subsection 8.2 below, Employee will be eligible to receive a post-termination release payment in an amount equivalent to three months of Employee’s then current base salary in exchange for releasing the DMO from any obligations under this Agreement and releasing the DMO from, and waiving any and all claims, whether known or unknown, and all other liability arising out of or in any way related to, Employee’s employment or the termination thereof, such release and waiver to be in the form acceptable to the DMO.
- 8.2. If Employee’s employment is terminated as the result of (i) a conviction or of a plea of nolo contendere to a felony or a misdemeanor involving moral turpitude, (ii) any use of non-prescriptive drugs or alcohol that materially affects Employee’s performance of her duties or responsibilities hereunder, (iii) the willful abandonment of duties or responsibilities (including unexcused absence for three or more consecutive days), (iv) repeated and protracted unexcused absences from employment, or (v) for any material breach by Employee of this Agreement, Employee shall not be entitled to be paid any compensation for any period after the effective date of any such employment termination including without limitation any discretionary bonus compensation.

8.3. The DMO shall not be obligated to pay, and shall not pay, to Employee any amounts under 8.1 in the event the Employee voluntarily terminates employment hereunder for any reason or no reason.

8.4. In the event, Employee voluntarily terminates employment hereunder for any reason or no reason, Employee shall provide thirty (30) calendar days' prior written notice to the Board of such termination.

9. Separation Obligations

9.1. Return of Property. Employee agrees that all property, including, without limitation, all equipment, tangible or intangible proprietary and Confidential Information, documents, books, records, reports, notes, contracts, lists, computer disks, drives (and other computer-generated files and data), and all copies thereof, created on any medium and furnished to, obtained by, or prepared by Employee in the course of or incident to employment hereunder, shall belong to the DMO, and the original and all copies shall be returned promptly to DMO upon termination of Employee's employment hereunder.

9.2. Good Faith Cooperation: Following any separation of employment, Employee shall cooperate fully with the DMO in all matters relating to the winding up and completion of pending work on behalf of the DMO, and the orderly transfer of work to other employees or representatives of the DMO. Employee shall cooperate also in the defense of any action brought by any third party against the DMO that relates in any way to Employee's acts or omissions while employed by the DMO. DMO shall reimburse the Employee for reasonable, pre-approved, out-of-pocket expenses in providing such cooperation.

9.3. Ongoing Confidentiality: Employee shall maintain the strict confidentiality of information obtained about the DMO and any of its Board members, agents or constituencies, or any other third parties that the DMO has an obligation to keep confidential, and shall not, either during the term of this Agreement or thereafter, share any information obtained about Board members, agents or constituencies, or any such third parties, their finances, marketing plans, customers, employees or any similar information, and Employee hereby acknowledges that such information was obtained solely for use in connection with Employee's performance of duties under this Agreement.

10. Miscellaneous.

10.1. Indemnity. The DMO shall defend and indemnify Employee against and for all losses sustained by Employee in direct consequence of the discharge of Employee's duties and responsibilities on the DMO's behalf for the period of the Employee's employment to the extent, but only to the extent, that Employee's actions are within the course and scope of such duties and responsibilities carried out in good faith and in a manner Employee reasonably believed to be in the best interest of the DMO, provided that Employee gives prompt written notice to the DMO of any claim for which Employee may seek such defense and indemnification, the DMO shall have control over any such defense and Employee does not settle any such claim without first obtaining the written consent of the DMO to such settlement.

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

For DMO:

Silicon Valley/Santa Clara DMO, Inc.
Attention: Board of Directors Chairperson
5001 Great America Parkway
Santa Clara, CA 95054

For Employee:

Christine Lawson


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.

- 10.3. Recitals, Entire Agreement/Amendment/Interpretation/Survival. The Recitals set forth above are true and correct and are part of this Agreement. This Agreement, including the attached Exhibits A, B and C and the Services Agreement, together constitute the entire understanding and agreement between the Parties as to those matters contained therein, and supersede any and all prior agreements, representations and understandings of the Parties. This Agreement may be amended at any time by mutual agreements of the Parties, but any such amendment must be in writing, dated and signed by both Parties. This Agreement shall be construed without regard to the Party responsible for the preparation of the same, and shall be deemed to have been prepared jointly by the Parties; any ambiguity or uncertainty existing herein shall not be interpreted against either Party, but according to the application of other rules of contract interpretation, if an ambiguity or uncertainty exists. All representations, warranties, covenants, indemnities and other terms of this Agreement shall survive any termination or expiration of this Agreement to the full extent necessary to protect the Party in whose favor they run.
- 10.4. Governing Law; Jurisdiction and Venue. This Agreement 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. Subject to the mediation and arbitration provisions set forth in 10.9 below, all disputes, controversies or claims arising out of or relating to this Agreement shall be litigated only in the United States Federal District Court in the Northern District of California or in the court of the State of California having competent jurisdiction and located within Santa Clara County. Each Party hereby consents and submits to the jurisdiction of such courts over it with respect to such disputes, controversies or claims, and neither Party will object to or otherwise seek removal of any action brought in those courts based upon an inconvenient forum argument or for any other reason.
- 10.5. Severability. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

- 10.6. Waiver. The failure of either Party to insist on strict compliance with any of the terms, covenants, or conditions of this Agreement by the other Party shall not be deemed a waiver of that term, covenant, or condition, nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a wavier or relinquishment of that right or power for all or any other times.
- 10.7. Representation by Counsel. DMO and Employee acknowledge that they each did, or had the opportunity to, consult with legal counsel of their respective choices with respect to the matters that are the subject of this Agreement prior to executing it.
- 10.8. Assignment. Employee may not assign her rights, or delegate her duties or obligations, under this Agreement to any person or entity. This Agreement will be binding upon and inure to the benefit of the Parties' respective successors, permitted assigns and legal representatives.
- 10.9. Alternative Dispute Resolution. The Parties hereby agree to be bound by the alternative dispute resolution procedures set forth in the attached Exhibit C.
- 10.10. Counterparts; Signature Copies. This Agreement may be executed and delivered in counterpart signature pages executed and delivered via facsimile transmission, via email with scan attachment or via electronic signature (such as DocuSign, Adobe Sign or other method), and any such counterpart executed and delivered via facsimile transmission, via email with scan attachment or electronic signature will be deemed an original for all intents and purposes.

The Parties acknowledge and accept the terms and conditions of this Employment Agreement as evidenced by the following signatures, which in the case of the DMO is the signature of its duly authorized representative. It is the intent of the Parties that this Agreement shall become operative on the Effective Date first set forth above.

SILICON VALLEY/SANTA CLARA DMO, INC.
a California nonprofit corporation

By: _____
Board of Directors Chairperson
5001 Great America Parkway
Santa Clara, CA 95054

EMPLOYEE

By: _____
Christine Lawson


EXHIBIT A
EMPLOYEE PERFORMANCE GOALS

Employee shall serve in the capacity as the Chief Executive Officer (CEO) for the DMO.
Employee shall:

1. Provide direction and leadership towards the achievement of the organization's mission, vision, strategy, and annual goals and objectives.
2. Lead and engage in key annual planning processes including budget and marketing plan development.
3. Develop strong and meaningful relationships with all stakeholders/constituents and maintain effective on-going communication with customers, staff, Board, convention center, hotel community, industry and community leaders, City, elected officials, partners, and vendors.
4. Work collaboratively with the Administrative Services Manager to support a process focused environment that includes SOP's (standard operating procedures) and other key organizational and financial policies.
5. Support the Board and its Officers in maximizing efficiency and effectiveness of its governance function.
6. Implement an effective sales strategy including target sales activity levels, target markets, sales performance and incentive plans.
7. Develop and deploy the sales team (markets, citywide and in-house hotel) and determine how best to maximize the team's talent.
8. Promote and direct sell the Santa Clara Convention Center to increase bookings and utilization of the SCCC as an economic engine for the tourism and hospitality industry.
9. Analyze and evaluate sales goals, measurements and develop individual and organizational accountability.
10. Learn, understand and integrate into the Santa Clara market. Get involved in local state and national industry associations to promote Santa Clara. Know the destination's strengths and weaknesses including conducting an annual assessment of Santa Clara's competitive set.
11. Develop plan for the implementation of the current and future branding strategy for the DMO and Santa Clara as a destination.

In addition, Employee will be expected to adhere to the DMO's standards of professionalism, loyalty, integrity, honesty, reliability, and respect for all. Please note that the DMO is an equal opportunity employer. The DMO does not permit, and will not tolerate, the unlawful discrimination or harassment of any employees, consultants, or related third parties on the basis of sex, race, color, religion, age, national origin, or ancestry, marital status, veteran status, mental or physical disability or medical condition, sexual orientation, pregnancy, childbirth or related medical condition, or any other status protected by applicable law. Any questions

regarding this EEO statement should be directed to the DMO's Human Resources Manager or equivalent.

EXHIBIT B CEO JOB DESCRIPTION

POSITION SUMMARY

Reporting to the Board of the Directors (BOD), the Chief Executive Officer is the senior officer for Silicon Valley/Santa Clara DMO, Inc. dba Discover Santa Clara® (DMO). This position will oversee all aspects of the DMO including directing the sales and marketing efforts. The CEO will engage as a strategic partner with the Santa Clara Convention Center (SCCC), Food and Beverage Operations at SCCC, the City of Santa Clara (City) and the Santa Clara Tourism Improvement District (SCTID) Hotels. The position will also support ongoing policies and affairs of the organization, direct day-to-day operations and ensure the activities of the organization are in alignment with the overall mission and key priorities of the Board of Directors.

The CEO will lead the overall efforts of convention sales and marketing including training, motivating, and monitoring the performance of the internal team and external marketing efforts in differentiating and promoting Santa Clara as a convention and meetings destination. This will include planning, key sales and marketing initiatives, building and devising strategies and supplying business analysis and reporting. The President/CEO will establish departmental objectives and monitor activities and progress toward achieving sales goals; coordinate sales efforts with the Santa Clara Convention Center; and provide an industry leadership role in the convention and hospitality community.

The DMO is a 501(c)(6) with a governing board that represents strategic partners of the tourism industry and overall business stakeholders. The DMO is contracted with City of Santa Clara and funded by the Santa Clara Tourism Improvement District. The CEO is responsible for developing annual budgets and marketing plans and providing update on agreed upon KPI's to the Santa Clara City Council and designated stakeholders.

JOB DUTIES AND RESPONSIBILITIES

The following statements are intended as examples of the duties of the President/CEO and are not all-inclusive for specific positions. Other reasonable duties may be assigned.

Board Responsibilities

- Works closely with the board with the organization's short-term and long-term strategic plans, leads implementation and reports progress to the Board.
- Supports the Board and its decision making and advancement of its mission.
- Regular communications to keep the Board informed of organizational progress or challenges.
- Reports to the Board at monthly meetings or as directed.
- Facilitates and supports the Board and designated committees by providing accurate and timely information as well as recommendations and alternatives as a basis for their decision-making.
- Facilitates engagement of Board Members in collaboration with the Board Chair.

Administration

- Effectively manages daily operations of the organization including hiring, firing, direction and supervision of all team members, implementation and administration of the policies and procedures approved by the Board of Directors.
- Oversees the financial operations and financial reporting to ensure timeliness, accuracy, and transparency.
- Selects, trains and coaches internal team members. Fosters a robust talent infrastructure that address planning needs and promotes internal growth opportunities.
- Directs the activities of the convention sales efforts by monitoring sales activities, providing individual guidance and counseling sales staff to assist them in meeting their established sales goals.
- Develops goals for staff by assigning market segments and developing sales quotas. Communicates performance goals to staff and monitors sales activity against goals on a monthly basis. Implementation of an effective sales performance plan.
- Leads and functions as the key sales strategist and marketing leader in guiding the efforts to book P1's and P2's at the Santa Clara Convention Center.
- Adheres to and executes the contract with the City of Santa Clara with clear reporting and monthly updates on performance.

Financial Management

- Develops the annual fiscal year budget, sales, and marketing plan and KPI goals and gains approval by the Board. Delegates and ensures accountability to staff to accomplish individual and departmental goals.
- Responsible for supporting the achievement of the financial expectations, including SCCC fiscal performance, as per the business plan objectives by continuously reviewing financial performance against plan expectations. Determines and presents corrective courses of action to the board, as necessary.
- Adheres to the annual budgets and monitors operations and expenditures to ensure that expenses are maintained within budgetary objectives.
- Prepares and/or reviews various reports on a monthly basis to ensure that current and relevant information regarding financial and sales results is available to Board, or stakeholders as needed.

Community Leadership and Engagement

- Builds and fosters relationships with various stakeholder groups (elected officials, City staff members, SCTID Hotels, SCCC, Levi's® Stadium, Great America, and others) to promote the value and mission of the organization.
- Provides superior leadership, acts as a role model for excellence.
- Establishes and maintains cooperative working relations with the staff of convention center and food and beverage operator and promote coordination of activities and cooperation between the sales staffs of all three organizations.
- Directs regular meetings with SCTID hotel general managers and directors of sales, to review results discuss current issues and key accounts, travel and promotion schedules, marketing activity, and to keep them informed of important industry matters.

JOB QUALIFICATIONS

1. Bachelor's degree in Business Administration, Community Relations, Advertising/Marketing, Hospitality, or another related field or equivalent required. MBA a plus.
2. Minimum of 10 years of experience in the hospitality/tourism industry, another Destination Marketing Organization or relevant Association with a demonstrated ability to achieve positive results.
3. A proven track record and extensive experience in Convention Sales and Marketing.
4. Experience overseeing administrative functions, policy development, financial reporting, and human resource functions.
5. Experience as a respected professional capable of building strong relationships with a variety of stakeholders.
6. Non-profit executive leadership experience, including working with a Board and engagement with public agencies.

TOP PRIORITIES

1. Learn, understand, and integrate into the Santa Clara meetings and convention market. Get involved in strategic activities to promote Santa Clara.
2. Know the destination's assets, strengths and weaknesses including an in-depth knowledge of the competitive set of destinations.
3. Gain an in-depth knowledge and promote and directly sell the Santa Clara Convention Center and the food and beverage operations. Lead to effort to increase bookings and utilization of the SCCC as an economic engine for the tourism and hospitality industry.
4. Implement an effective sales strategy including target markets, sales performance, and incentive plans.
5. Develop strong and meaningful relationships with all stakeholders/constituents and maintain effective on-going communication with customers, staff, board, convention center, SCTID Hotels community, industry and community leaders, elected officials, partners, and vendors.
6. Work closely with the Board of Directors to confirm and add new short and long-term goals.

EXHIBIT C ALTERNATIVE DISPUTE RESOLUTION

A. Arbitration. In consideration of Employee's employment with the DMO, the DMO's promise to arbitrate all employment-related disputes (except for any action by the DMO to enforce Employee's confidentiality obligations or for seeking any equitable remedies), and Employee's receipt of any salary, and/or any other compensation and other benefits paid to Employee by the DMO, at present and in the future, Employee agrees that, except as expressly provided above including any action initiated by Employee seeking any equitable remedies and except as mandatory arbitration may otherwise be limited by applicable law), any and all controversies, claims, or disputes with anyone (including the DMO and any employee, director, officer, agent or benefit plan of the DMO, in their capacity as such or otherwise), arising out of, relating to, or resulting from Employee's employment with the DMO or the termination of Employee's employment with the DMO, including any breach of the Employment Agreement to which this Exhibit C is attached, shall be subject to binding arbitration before the American Arbitration Association ("AAA"), pursuant to its national rules for the resolution of employment disputes ("AAA Rules"), which are available at

<http://www.adr.org/aaa/faces/aoe/lee/employment>. The arbitrator shall administer and conduct any such arbitration in accordance with California law, and shall apply substantive and procedural California law to any dispute, claim or controversy, without reference to any conflict-of-law provisions of any jurisdiction. To the extent the AAA rules conflict with California law, California law shall take precedence. **Disputes that Employee agrees to arbitrate, and thereby agrees to waive any right to a trial by jury, include any statutory claims under local, State, or Federal law, including, but not limited to, claims under Title VII of the Civil Rights act of 1964, the Americans with Disabilities Act of 1990, the Age Discrimination in Employment Act of 1967, the Older Workers Benefit Protection Act, the Sarbanes-Oxley Act, the Worker Adjustment and Retraining Notification Act, the Family and Medical Leave Act, , discrimination, and wrongful termination, and any statutory or common law claims. Notwithstanding the foregoing, Employee understand that nothing in this Agreement constitutes a waiver of Employee's rights if any under Section 7 of the National Labor Relations Act (the "Act").** Employee further understands that this agreement to arbitrate also applies to any disputes that the DMO may have with Employee.

B. Procedure. Employee agrees that the arbitrator shall have the power to decide any motions brought by any party to the arbitration, including motions for summary judgment and/or adjudication, and motions to dismiss and demurrers, applying the standards set forth under applicable law. Employee agrees that the arbitrator shall issue a written decision on the merits. Employee also agrees that the arbitrator shall have the power to award any remedies available under applicable law, and that the arbitrator shall award attorneys' fees and costs to the prevailing party, where provided by applicable law. Employee agrees that the decree or award rendered by the arbitrator may be entered as a final and binding judgment in any court having jurisdiction thereof. Employee understands that the DMO will pay for any administrative or hearing fees charged by the arbitrator or AAA except that Employee shall pay any filing fees associated with any arbitration that Employee initiates, but only so much of the filing fees as Employee would have instead paid had Employee filed a complaint in a court of law.

C. Remedy. Except as provided by the Act and this Agreement, arbitration shall be the sole, exclusive, and final remedy for any dispute between Employee and the DMO. Accordingly, except as provided for by the Act and this Agreement, neither Employee nor the DMO will be permitted to pursue court action regarding claims that are subject to arbitration.

D. Administrative relief. Employee understands that this Agreement does not prohibit Employee from pursuing an administrative claim with a local, state, or federal administrative body or government agency which is authorized to enforce or administer laws related to employment, including, but not limited to, the Department of Fair Employment and Housing, the Equal Employment Opportunity Commission, the National Labor Relations Board, or the Workers' Compensation Board. This Agreement does, however, preclude Employee from pursuing court action regarding any such claim, except as otherwise permitted by law.

E. Voluntary nature of agreement. Employee acknowledges and agrees that Employee is executing this Agreement voluntarily and without any duress or undue influence by the DMO or anyone else. Employee further acknowledges and agrees that Employee has carefully read this Agreement and that Employee has asked any questions needed for Employee to understand the terms, consequences, and binding effect of this Agreement and fully understand it, including that ***Employee is waiving Employee's right to a jury trial.*** Finally, Employee agrees that Employee has been provided an opportunity to seek the advice of an attorney of Employee's choice before signing this Agreement and initialing below.

Employee hereby acknowledges receiving and reading a copy of the foregoing:

Employee's Signature:

Christine Lawson