

From: [Julie Minot](#)
To: [Mayor and Council](#)
Cc: [Simrat Dhadli](#); [Nora Pimentel](#); [Deanna Santana](#); [Genevieve Yip](#); [Kathleen McGraw](#); [Nadine Nader](#); [Robyn Sahid](#)
Subject: FW: Item 7. 21-152 Additional material
Date: Tuesday, February 9, 2021 1:17:29 PM
Attachments: [JLL Timeline Comparision.pdf](#)
[JLL A1 A2 A3 comparision for Scope of services contracts.pdf](#)
[image001.png](#)

Dear Mayor and Council,

For your review, we received the attached documents from Vice Mayor Chahal related to item 7. 21-152 Action on an Agreement with Jones Lang LaSalle Americas, Inc. (JLL) for Consulting Services for the Development, Implementation and Operation of Comprehensive Tourism Strategy and Response to Council Questions. Please note this correspondence is considered post meeting material for the February 9, 2021 Council meeting.

Best regards,

Julie Minot, SPHR | Executive Assistant, Mayor and City Council
Mayor & Council Offices | City of Santa Clara
1500 Warburton Avenue, Santa Clara, CA 95050
Tel: 408-615-2252 | www.santaclaraca.gov



From: Raj Chahal <RChahal@SantaClaraCA.gov>
Sent: Tuesday, February 9, 2021 12:51 PM
To: Julie Minot <JMinot@SantaClaraCA.gov>
Cc: Nora Pimentel <NPimentel@SantaClaraCA.gov>; Deanna Santana <DSantana@SantaClaraCA.gov>
Subject: Item 7. 21-152 Additional material

Hi Julie,

Please add the attached two files as additional material for today's council meeting Item 7. 21-152 - JLL contract. Please share this with council in advance so they have time to review.

Thanks,

Raj Chahal

Councilmember

City of Santa Clara

1500 Warburton Ave.

Santa Clara, CA 95050

Jones Lang Lasalle Americas, Inc.

Scope of Service

Timeline to finish scope of services

A2 Timeline is almost the same as A1

Why we signed A2 when services

were not fulfilled under A1?

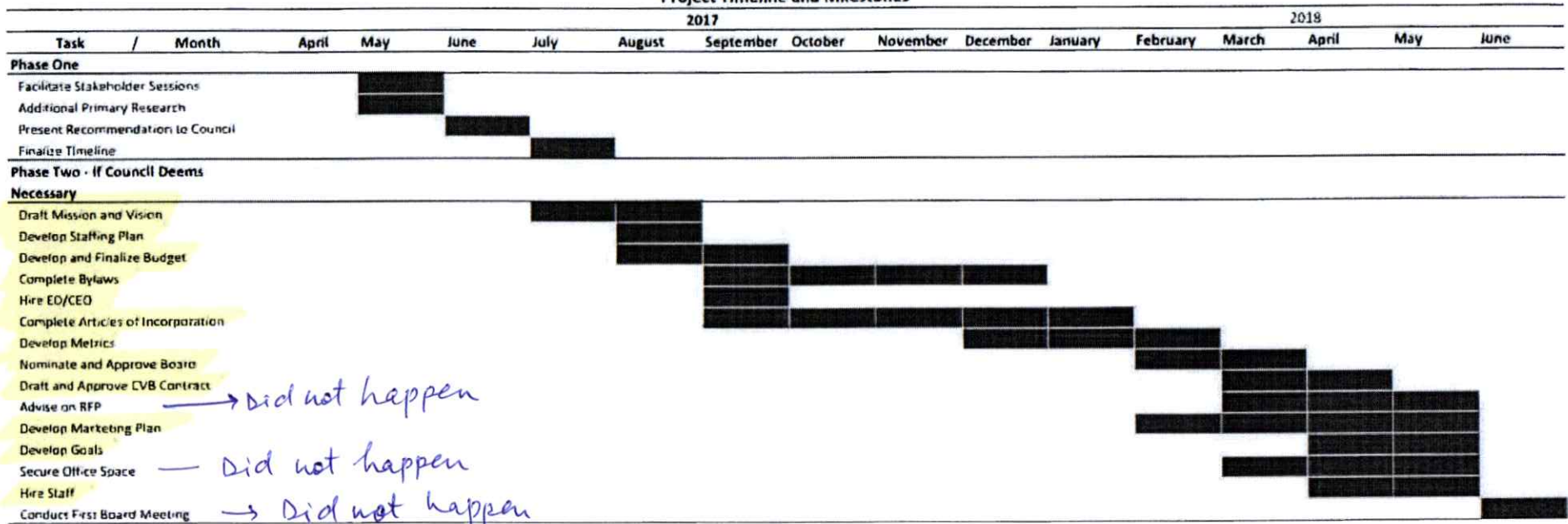
A1 Timeline page 45/283,

A2 Timeline page 127/283

Draft Timeline

A1 - Timeline

Project Timeline and Milestones



→ Did not happen

— Did not happen

→ Did not happen



Timing

A2 - Timeline

- Original objective to align formation and initial staffing with SCCC Operator Stub Year – June 30th
 - Updated timeline projection is pushed one month
 - Board appointed before May 15th
 - Executive Director/CEO on board by June 30th
 - Initial Sales Staff on board by July 31st
 - Entity begins functioning FY August 1st
- TID Funding adjustments may accelerate positions added

Project Timeline and Milestones

Task / Month	2019												2020	
	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Jan	
CVB Formation														
Draft Mission and Vision				■										
Complete Bylaws				■	■									
Complete Articles of Incorporation				■	■									
Develop Staffing Plan					■	■	■							
Develop and Finalize Budget						■	■	■						
Nominate and Approve Board						■	■	■	■					
Hire ED/CEO							■	■	■	■				
Develop Metrics							■	■	■	■				
Draft MOU for CVB and Spectra							■	■	■	■				
Draft and Approve CVB Contract							■	■	■	■	■	■	■	■
Develop Marketing Plan									■	■	■	■	■	■
Develop Goals									■	■	■	■	■	■
Hire Staff (Phase One Staff)								■	■	■	■			

— only extra over A1-P2



Jones Lang Lasalle Americas, Inc.

Scope of Service

Comparison of A1 (Phase2), A2 and A3

Notice the overlap of services

A1 - Phase II

A1 Scope of Service

PHASE TWO – DEVELOPMENT AND IMPLEMENTATION OF A NEW MODEL:

A2 A3

Contractor assumes flexibility with the scope steps included below for Phase Two and will support the Council direction as needed for the ultimate model selection.

2a

1. Draft Mission and Vision Statement(s) - Contractor will draft a mission and vision statement(s) based on agreed upon model that is in alignment with the objectives for success including economic impact and convention center fiscal performance. Contractor will prepare the Mission and Vision statements for review by the appropriate City representative.

2. In-Depth Marketing Analysis – Contractor will conduct an in-depth analysis of the current marketing efforts to understand the current uses of funds. Contractor will conduct this analysis as a third party to review and analyze all current spending and determine the current rate of investment (ROI) for the marketing funds. Contractor will utilize this analysis to inform the future marketing direction in the model.

2g 1.4

3. Develop Staffing Plan - Contractor will develop a staffing plan complete with CVB and convention center positions with market focus, compensation and incentive plans and position descriptions. Contractor's staffing plan will include number of staff positions and will provide benchmarks for similar size organizations, models and regional competitive organizations, as available.

2h 1.5

4. Develop and Finalize Budget - Contractor will develop a budget based for both the CVB and convention center on available funding and alignment with objectives previously determined. Contractor will again provide a baseline for comparison with similar size organizations and determine the appropriate and necessary level of funding. Contractor will prepare a line item budget with allocations for personnel, sales, marketing, operations, administration and other key needs of the CVB.

2c

5. Complete Bylaws (if needed) - Contractor will consult with outside legal counsel to develop bylaws that are in line with effective governance and clearly state the focused mission of the organization for decision making purposes. Contractor will not perform any legal work with respect to the bylaws (but will review the bylaws with outside legal counsel and the City attorney and assist in finalizing for City approval).

2i 1.6

6. Develop Job Description and Support the Hiring of an Executive Director/CEO/Department Director - Contractor will develop the job description and support the search process. Contractor will review candidates as needed in conjunction with the City and give recommendations to support a successful transition into the new organization's leadership.

A2

A3

2d

1.1

7. Complete Articles of Incorporation (if needed) - Contractor will consult with outside legal counsel to develop the articles of incorporation and work with outside legal counsel on establishing the new non-profit corporation. Contractor will work in conjunction with the City and outside legal counsel to file the Articles of Incorporation on behalf of the new organization.

2b

8. Develop Metrics and Reporting - Contractor will develop and gain approval on new metrics for organization's success. These metrics will be agreed to by the City and will support transparency and clarity around the direction and mission of the new organization. We will base the recommendations on the key priorities of the mission with metrics for the CVB and Convention Center. These metrics will be reviewed and approved by the City Council.

1d

1.3

9. Nominate and Approve Board (Advisory or Fiduciary) - Contractor will develop an approach to create the Board of Directors for the new organization. This includes the mix of industries that should be included as well as the overall makeup. Contractor will also work with the City to solidify the nomination and selection process to confirm Board members.

10. Draft and Approve CVB and Center Contract (if needed) - Contractor will develop the contract with the City and the new CVB and the Convention Center. This will include the agreed upon metrics noted in item 7 and performance measures and other areas of accountability. It will be critical for the new organization(s) to have joint accountability and for the City to have control over the contractual obligations. Contractor will ensure that the new organization has a contract that works for the City and created overall alignment of direction.

1

11. Advise on RFP for Convention Center Operations (if applicable) - Contractor will advise the City on an RFP to be representative of the overall agreed upon objectives. Contractor will advise on how to best market the opportunity to the industry. Contractor will advise the City on the respondents to qualify the proposals and support the interview process, as needed.

2j

1.7

12. Develop Marketing Plan - Contractor will develop the initial marketing plan for the new CVB and Convention Center in conjunction with the internal team and task force. This will include how the CVB and Convention Center should allocate marketing funding.

2e

1.2

13. Develop Goals and Goal Setting Process - Contractor will develop and propose the first-year goals for the new CVB and Convention Center. Contractor will engage key stakeholders in this process to gain consensus. This will include the key metrics and direction from the strategic planning process.

A2

A3

2k

1.8

14. Hire/Retain Staff - Contractor will develop the compensation plans and write the job descriptions to support the effective hiring/retention of staff. We will work with the Executive Director/CEO/Department Director to support the hiring and recruiting process.

2l

1.9

15. Provide Functional Organization Support and Guidance - Contractor will perform other duties as needed to support the successful development and implementation of the new CVB. We will act as an overall advisor in this effort.

16. Conduct First Board Meeting - Contractor will be onsite to work with the new Executive Director/Department Manager to develop a "board packet" and agenda for the first board meeting. This will create a baseline approach for future board meetings.

VISITS:

Contractor will make a total of six (6) trips to Santa Clara during the entirety of Phase One and Phase Two. Contractor will make two (2) visits during Phase One to facilitate the stakeholder sessions and to present the recommendation to City Council. Contractor will make four (4) visits to Santa Clara during Phase Two including the two meetings/presentations to City Council and to conduct the first Board meeting. Contractor understands that each visit will be planned in conjunction with the City to determine additional meetings related to completing the scope.

TIMELINE:

Contractor believes a September 2018 timeline for implementation is feasible, with a May 1, 2017 start date. Contractor will present Phase One to City Council and to continue into Phase Two upon City Council approval. Contractor also will meet at least two times with City Council during Phase Two, as stated in the included visits above. The attached chart, titled Project Model Timeline and Milestones, illustrates the anticipated progress through the scope.

Contractor will be available to negotiate an extension to assume an asset management role to monitor ongoing performance on behalf of the City. City and Contractor may negotiate and amend the contract, subject to City Council approval, if those services are desired by City.

TEAM:

Contractor Executive Vice President Dan Fenton will lead the overall engagement and be ultimately responsible for service delivery. Bethanie Parker will serve as the project manager and will coordinate research efforts on a day to day basis. Mr. Fenton and Ms. Parker will be assisted by appropriate members of the Contractors internal or external team based on the expertise required.

**AGREEMENT FOR SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
JONES LANG LASALLE AMERICAS, INC.**

EXHIBIT A-2

1. SCOPE OF SERVICES

JLL will work under the direction of the City Manager to perform the following services:

1. Finalize RFP Process

- a. Prepare and Finalize SCCC and SCCVB priorities
 - i. JLL will incorporate the priorities that have been developed for the SCCC and SCCVB by and for City Council.
- b. Review and Coordinate Responses
 - i. JLL will review responses and support the review committee in developing an objective approach to determining the outcome.
- c. Facilitate the interviews and committee deliberation
 - i. JLL will facilitate the interview process to provide information and industry information in support of the selection committee.
- d. Development of City Contract with Selected Firm
 - i. JLL will support the development of the contact with the selected provider and the city. The contract will be developed with a high level of accountability and transparency in reporting.

2. Interface with City & TBID on the Creation of "Visit Santa Clara"

- a. Draft Mission and Vision Statement - JLL will draft a mission and vision statement for the new entity to ensure all operations, functionality and aspirational components are included for success.
- b. Nominate and Approve Board – JLL will develop an approach to create the Board of Directors for the new organization. This will include determining required criteria for board members as well as overall makeup.
- c. Draft Bylaws - JLL will work with the City, TBID and legal counsel to develop bylaws that are in line with effective governance and clearly state the focused mission of the organization for decision making purposes.
- d. Develop Metrics - JLL will develop and gain approval on new metrics for the organization's success. These metrics will support transparency and clarity around the direction and mission of the new organization.
- e. Develop Goals - JLL will develop and propose the first-year goals as well as five-year goals for the new entity. JLL will engage key stakeholders in this process to gain consensus. This will include the key metrics and direction from the initial phase of this process.
- f. Draft and Approve Contract - JLL will develop the contract with the City and the new entity sales and marketing of the SCCC and overall tourism efforts for the

A1
A3
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13 1.2
10 1.3

A1

A3

3

1.4

City of Santa Clara. JLL will ensure that the new organization has a contract that works for the City and creates an overall alignment of direction.

g. Develop Staffing Plan - JLL will develop a staffing plan with market focus, compensation and incentive plans and position descriptions. JLL's staffing plan will also include a recommended number of total staff positions.

4

1.5

h. Develop and Finalize Budget - JLL will develop a singular budget based on available funding and alignment with objectives previously determined. JLL will prepare a line item budget with allocations for personnel, sales, marketing, administration and other key needs.

6

1.6

i. Hire Executive Director* - As an additional service, JLL may develop the job description and support the search process; partner with a subcontractor to source and recommend top candidates; review candidates in conjunction with the board members and City and give recommendations to support a successful transition into the new organization's leadership.

12

1.7

j. Develop Marketing Plan - JLL will develop the initial marketing plan for the CVB in conjunction with the City and TID/CVB and Board. This will include how the CVB should allocate marketing funding.

14

1.8

k. Hire Staff - JLL will work with the Executive Director to support the hiring and recruiting process. JLL will work with the City approved Staffing Plan, mentioned above, to ensure any existing employees are handled appropriately regardless of their role in the new entity.

15

1.9

l. Provide Functional Organization Support and Guidance - JLL will perform other duties as needed to support the successful development and implementation of the new CVB. We will act as an overall advisor in this effort.

3. Transition Support

2.1

a. JLL will provide support on behalf of the City to ensure a smooth transition for both the SCCC and the new CVB.
i. JLL will work with the chosen center operator and new CVB to develop a "transition checklist" that encompasses all aspect of developing a seamless and effective operation.

2.2

b. Initial oversight of both Operator Contract and CVB Contract
i. JLL will develop templates for reports with key metrics and implement these reports and analysis with the city contract administrator to ensure effective oversight of both contracts.
ii. JLL will provide the City with tools to continue to monitor performance of both contracts to be used for the life of both respective agreements.

4. Determination of Overall Governance Structure

a. JLL will work with the City to determine the most effective governance model for the SCCC and new CVB. JLL will create the needed administrative documents and support for the creation of a governing entity if that is deemed desirable.

2. TIMELINE

JLL believes beginning in December 2018 concluding January 2020 will be required to complete the scope above.

3. TEAM

JLL Executive Vice President Dan Fenton will lead the overall engagement and be ultimately responsible for service delivery. Mr. Fenton will be assisted by appropriate members of the JLL team based on the expertise required.

EXHIBIT A-3

SCOPE OF SERVICES

JLL shall work under the direction of the City Manager to perform the following services:

A1 A21. Ongoing CVB Development

- | | | |
|----|----|---|
| 8 | 2d | 1.1. Develop Metrics - JLL shall develop and gain approval on new metrics for the organization's success. These metrics will support transparency and clarity around the direction and mission of the new organization. |
| 13 | 2e | 1.2. Develop Goals - JLL shall develop and propose the first-year goals as well as five-year goals for the new entity. JLL shall engage key stakeholders in this process to gain consensus. This will include the key metrics and direction from the initial phase of this process. |
| 10 | 2f | 1.3. Draft and Approve Contract - JLL shall develop the contract with the City and the new entity sales and marketing of the SCCC and overall tourism efforts for the City of Santa Clara. JLL shall ensure that the new organization has a contract that works for the City and creates an overall alignment of direction. |
| 3 | 2g | 1.4. Finalize Staffing Plan - JLL shall finalize a staffing plan based on the initial development work in 2019. The final staffing plan will have positions with market focus, compensation and incentive plans and position descriptions. JLL's staffing plan shall also include a recommended number of total staff positions. |
| 4 | 2h | 1.5. Finalize Budget - JLL shall develop and finalize a singular budget based on available funding and alignment with objectives previously determined. JLL shall prepare a line item budget with allocations for personnel, sales, marketing, administration and other key needs. |
| 6 | 2i | 1.6. Recruit and Hire Executive Director - JLL shall support the search process. JLL shall partner with a subcontractor in this effort to source and recommend top candidates. JLL shall review candidates in conjunction with the board members and City and give recommendations to support a successful transition into the new organization's leadership. |
| 12 | 2j | 1.7. Develop Marketing Plan - JLL shall develop the initial marketing plan for the CVB in conjunction with the new Executive Director and Board. This will include how the CVB should allocate marketing funding. |
| 14 | 2k | 1.8. Hire Staff - JLL shall work with the Executive Director to support the hiring and recruiting process. JLL shall work with the City approved Staffing Plan, mentioned above, to ensure all existing employees are handled appropriately regardless of their role in the new entity. |

A-1 A-2
15 28

1.9. Provide Functional Organization Support and Guidance - JLL shall perform other duties as needed to support the successful development and implementation of the new CVB. We will act as an overall advisor in this effort.

2. Transition Support

3a 2.1. JLL shall provide support on behalf of the City to ensure a smooth transition for both the SCCC and the new CVB. JLL shall work with the center operator and new CVB to develop a "transition checklist" that encompasses all aspect of developing a seamless and effective operation.

3b 2.2. Initial oversight of both Operator Contract and CVB Contract - JLL shall develop templates for reports with key metrics and implement these reports and analysis with the city contract administrator to ensure effective oversight of both contracts.

3. City Representation and Asset Management Recommendations

3.1. JLL shall continue to represent the City's interest in supporting both the CVB and SCCC operations. JLL shall work with leadership at both entities to provide monthly reporting and make recommendations for how the City should proceed on any issues that arise.

3.2. JLL shall review, and report back to the City on a monthly basis, on specific convention center performance measures. This would include financial performance, reviewing the operators profit and loss statement, reviewing the food and beverage provider's financial reports.

3.3. JLL shall conduct an operational assessment at the midway and year-end points of the 2020 calendar year and provide a summary report to the City as it relates to operational standards, service levels and overall convention center operational performance.

3.4. JLL shall provide a summary report at the midway and year-end points on the CVB's progress, success measures and pace for future goals.

4. Team

4.1. JLL Executive Vice President Dan Fenton shall lead the overall engagement and be ultimately responsible for service delivery. Mr. Fenton will be assisted by appropriate members of the JLL team based on the expertise required.

EXHIBIT B-3

SCHEDULE OF FEES

The maximum compensation of this Agreement is Five-Hundred Forty-Nine Thousand Dollars (\$549,000), subject to budget appropriations, which includes all payment that may be authorized for Services and for expenses, supplies, materials and equipment required to perform the Services. All work performed or materials provided in excess of the maximum compensation shall be at the Contractor's expense. Contractor shall not be entitled to any payment above the maximum compensation under any circumstance.

Description	Amount
Professional Fees – Billed at \$12,500 monthly	\$492,000
Executive Director Search – Billed in two installments of \$15,000 per installment when the search begins and a third installment of \$10,000 once the search is completed.	\$40,000
Executive Director Travel Expenses – City shall reimburse Contractor up to this amount for travel related expenses incurred by finalist candidates as required to the extent that they comply with the City's travel policy. Each invoice submitted shall include reasonable supporting documentation evidencing the Contractor incurred the invoiced expense.	\$7,000
JLL Travel Expenses – City shall reimburse Contractor for travel expenses up to this amount related to Bethanie DeRose's travel as required for specific Board meetings in 2020 and to the extent that they comply with the City's travel policy. Each invoice submitted shall include reasonable supporting documentation evidencing JLL incurred the invoiced expense.	\$10,000
TOTAL	\$549,000

Paid more than \$450k or so.
