



DISCOVER SANTA CLARA®  
BOARD OF DIRECTORS  
MEETING AGENDA

---

February 16, 2023

3:00 p.m.

Virtual Meeting

---

Pursuant to Discover Santa Clara® Resolution No. 2022-002, Board Members may teleconference from remote locations, and Discover Santa Clara® continues to provide methods for the public to participate remotely.

The public can participate remotely via Zoom: <https://us06web.zoom.us/j/86757846781>  
Meeting ID: 867 5784 6781 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.

### **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 – January 19, 2023

**Recommendation:** Note and file Meeting Minutes.

### **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. Action on the FY2022/23 Q2 Financial Report.

**Recommendation:** Note and file the FY 2022/23 Q2 Financial Report.

3. Action to Approve and Authorize the Chief Executive Officer to Negotiate and Execute an Agreement with Maze & Associates for the Development of Financial Policies and Standard Operating Procedures.

**Recommendation:** Approve and Authorize the Chief Executive Officer to Negotiate and Execute an Agreement with Maze & Associates for the Development of Financial Policies and Standard Operating Procedures in an Amount not to Exceed \$10000.00.

4. Action on the Proposed Director of Marketing Job Description and Salary Range.

**Recommendation:** Approve the Proposed Director of Marketing Job Description and Salary Range for hiring in FY 2022/23.

5. Action on the Adjustment in Salary Ranges for the Director of Sales and Convention Sales Manager Positions.

**Recommendation:** Approve an Adjustment of Salary Ranges for the Director of Sales and Convention Sales Manager Positions based on current market pay.

6. Action and Discussion to Continue Holding Board of Directors Hybrid Public Meetings.

**Recommendation:** Provide Direction to continue to hold Hybrid Public Meetings.

7. Chief Executive Officer Monthly Update.

7A. Engaged SearchWide Global to Hire a Director of Sales

7B. Renewing Contracts with CVENT and Knowland

7C. Conducted follow-up Booking Strategy Meeting and proposed revised thresholds. Currently gathering feedback from SCTID for finalization.

7D. Website Traffic Report

## **COMMITTEE UPDATES**

8. Nominating Committee Update

## **GENERAL ANNOUNCEMENTS**

## **ADJOURNMENT**

The next regularly scheduled meeting is on **March 16, 2023, at 3:00 p.m.**

---

**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](mailto: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](mailto: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](mailto:BCorriere@discoversantaclara.org) as soon as possible before the scheduled event.

## **ATTACHMENTS**



DISCOVER SANTA CLARA®  
BOARD OF DIRECTORS  
MEETING MINUTES

DMO BOARD OF DIRECTORS  
FEBRUARY 16, 2023  
AGENDA ITEM #1

---

January 19, 2023

3:00 p.m.

Virtual Meeting

---

Pursuant to Discover Santa Clara® Resolution No. 2022-002, Board Members may teleconference from remote locations, and Discover Santa Clara® continues to provide methods for the public to participate remotely.

The public can participate remotely via Zoom: <https://us06web.zoom.us/j/81374624105>  
Meeting ID: 813 7462 4105 or by phone: 1 (669) 900-6833.

### **CALL TO ORDER**

Chair Hodges called the meeting to order at 3:04 p.m.

### **ROLL CALL**

Kelly Carr, OVG360  
Barb Granter, Great America  
Christopher Hamilton, Levy Restaurants  
Eron Hodges, Hyatt Santa Clara  
Catherine Lentz, Forty-Niners Stadium Management Company  
Nadine Nader, City of Santa Clara  
Christine Lawson, Discover Santa Clara® (Ex-Officio)

**Absent** Leo Wandling, I.A.T.S.E Local Union 134  
Ruth Mizobe Shikada, City of Santa Clara (Ex-Officio)

Quorum Met: 6

**Attendance:** Nancy Thome, City of Santa Clara  
Beverly Corriere, Discover Santa Clara®  
Dan Fenton, Jones Lang Lasalle

### **PUBLIC COMMENT**

For public comment on items 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 – November 17, 2022
- Discover Santa Clara® Board of Directors – December 15, 2022

**Recommendation:** Note and file Meeting Minutes.

2. Action on the November 2022 Financial Report.

**Recommendation:** Note and file the November 2022 Financial Report.

A motion was made by Member Nader and seconded by Member Hamilton to note and file the consent calendar.

Ayes: 6            Treasurer Carr, Member Granter, Member Hamilton, Chair Hodges,

Absent:            Member Wandling

## **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**

3. Action on Resolution No. 2023-001 Allowing for the Board of Directors to Hold Public Meetings Solely by Teleconference or Otherwise Electronically Pursuant to AB 361.

**Recommendation:** Approve Resolution No. 2023-001 allowing the Board of Directors to hold Public Meetings solely by teleconference or otherwise electronically pursuant to AB 361.

Member Nader commented that we will continue to meet through Zoom until the Governor rescinds the emergency order.

A motion was made by Vice Chair Lentz and seconded by Member Granter to approve Resolution No. 2023-001.

Ayes: 6 Treasurer Carr, Member Granter, Member Hamilton, Chair Hodges

Absent: Member Wandling

4. Action to Approve and Authorize the CEO to Negotiate and Execute an Agreement with Searchwide Global for the Director of Sales Recruitment in an Amount not to Exceed \$45,000.00.

**Recommendation:** Approve and authorize the CEO to Negotiate and Execute an agreement with Searchwide Global for the Director of Sales Recruitment in an amount not to exceed \$45,000.00.

Secretary Lawson reported that she gathered additional comps for search firms for the Director of Sales open position. SearchWide Global charges 30% of the salary while Cube and Atheos charge 25% of the salary, but do not have the business experience for the DMO industry. SearchWide has a pipeline for DMOs, credibility, and a proven track record.

There was a discussion about current candidates. Secretary Lawson said she would wait until the first of February to sign the contract while the current applications were reviewed. Vice-Chair Lentz asked if there was a budget implication or if this would be absorbed. Secretary Lawson stated that the expense would be absorbed in the current FY budget.

Member Nader asked where the salary amount was determined. Secretary Lawson reported that the salary is from the budget and the current market is higher than what was originally budgeted. Member Nader asked for comps from CPS HR. There was discussion about the competition in the market for sales staff and the pay range.

A motion was made by Vice Chair Lentz and seconded by Treasurer Carr to approve and authorize the CEO to Negotiate and Execute an agreement with Searchwide Global for the Director of Sales Recruitment in an amount not to exceed \$45,000.00.

Ayes: 6 Treasurer Carr, Member Granter, Member Hamilton, Chair Hodges

Absent: Member Wandling

5. Action to Approve and Authorize the CEO to Negotiate and Execute a Contract with SwiftRFP for Lead Generation Services in an amount not to exceed \$5,000.00.

**Recommendation:** Approve and Authorize the CEO to Negotiate and Execute a Contract with SwiftRFP for Lead Generation Services in an amount not to exceed \$5,000.00.

Secretary Lawson reported that Swift RFP is a product of Destination Advantage which operates a website in which we get leads. Discover Santa Clara® has been dormant for a long time and we need as many channels as possible.

There was a discussion about who owned Destination Advantage and the DMO's past agreements. There may be leads coming through SwiftRFP, but more information and discussion are needed. Chair Hodges said the Board will come back to the matter.

## 6. Chief Executive Officer Monthly Update.

- 6A. Monthly Sales Report November
- 6B. Quarterly Report to the City of Santa Clara
- 6C. Contracts Signed
- 6D. Tradeshow Calendar + Tools
- 6E. CalTravel Membership

Secretary Lawson reported that on sales activity of 272 leads, New Prospects, 2 P1P2, 4 P3, 8 P4, 31 P5. Tentatives are 2 P1P2, 2 P3, 2 P4 and 12 P5. Lost business to San Francisco and Arizona. No New Definites and 4 P4 and 11 P5 are signed.

Eddie Ryan, DMO Sales Manager, has new prospects and came in with 2. The DMO is working on reporting new and lost leads. There was discussion about leads and disclosing the names in public or if this could be brought up in a closed session. Beverly Corriere asked if there was another option to get information to the Board and protect the client's information. Member Nader said she will ask the City of Santa Clara attorney.

Secretary Lawson reported that the Q1 report was submitted to the City of Santa Clara in December. Reported on the signed contract with SimpleView Act-On implementation, update on the preliminary tradeshow list and needs to participate, and membership and upcoming participation in the CalTravel meeting in February.

## **COMMITTEE UPDATES**

Vice Chair Lentz reported that there was one submission for the Board position. Member Hamilton is Nomination Chair. There was a discussion about candidates and the next steps in the process of selecting a board member.

## **GENERAL ANNOUNCEMENTS**

- 7. Update on Superbowl LX in February 2026

## **ADJOURNMENT**

The next regularly scheduled meeting is on **February 16, 2023, at 3:00 p.m.**



DMO BOARD OF DIRECTORS  
AGENDA ITEM #2  
FEBRUARY 16, 2023

Silicon Valley/Santa Clara DMO, Inc. December 2022											
Report Date: 12/31/2022	December 2022				YEAR TO DATE						
	Budget	Actual	VARIANCE	%	YTD Budget	YTD ACTUAL	VARIANCE	YTD	Annual	Annual Budget	
<b>FY 2022/23 FUNDING ALLOCATION</b>	<b>\$140,965.23</b>	<b>\$97,053.11</b>	<b>\$43,912.12</b>		<b>\$845,791.50</b>	<b>\$422,939.11</b>	<b>\$422,852.39</b>			<b>\$1,691,583.00</b>	
<b>PERSONNEL</b>											
<b>Salary</b>											
CEO	\$17,500.00	\$27,000.52	-\$9,500.52	154%	\$105,000.00	\$48,692.82	\$56,307.18	46%	23%	\$210,000.00	
DOS	\$9,375.00	\$0.00	\$9,375.00	0%	\$56,250.00	\$0.00	\$56,250.00	0%	0%	\$112,500.00	
SM1	\$8,125.00	\$10,961.55	-\$2,836.55	135%	\$48,750.00	\$25,576.95	\$23,173.05	52%	26%	\$97,500.00	
SM2	\$7,500.00	\$0.00	\$7,500.00	0%	\$45,000.00	\$32,355.02	\$12,644.98	72%	36%	\$90,000.00	
Admin	\$10,416.66	\$13,846.17	-\$3,429.51	133%	\$62,500.00	\$36,923.12	\$25,576.88	59%	30%	\$125,000.00	
<b>Salary</b>	<b>\$52,916.66</b>	<b>\$51,808.24</b>	<b>\$1,108.42</b>	<b>98%</b>	<b>\$317,500.00</b>	<b>\$143,547.91</b>	<b>\$173,952.09</b>	<b>45%</b>	<b>23%</b>	<b>\$635,000.00</b>	
<b>Payroll Taxes</b>											
CEO	\$2,619.29	\$2,218.69	\$400.60	85%	\$15,715.74	\$4,203.41	\$11,512.33	27%	13%	\$31,431.48	
DOS	\$1,406.32	\$0.00	\$1,406.32	0%	\$8,437.94	\$0.00	\$8,437.94	0%	0%	\$16,875.88	
SM1	\$1,193.36	\$832.73	\$360.63	70%	\$7,160.18	\$2,237.81	\$4,922.37	31%	16%	\$14,320.36	
SM2	\$1,101.57	\$0.00	\$1,101.57	0%	\$6,609.38	\$2,475.17	\$4,134.21	37%	19%	\$13,218.76	
Admin	\$1,223.96	\$1,053.36	\$170.60	86%	\$7,343.76	\$3,105.71	\$4,238.05	42%	21%	\$14,687.52	
<b>Payroll Taxes</b>	<b>\$7,544.50</b>	<b>\$4,104.78</b>	<b>\$3,439.72</b>	<b>54%</b>	<b>\$45,267.00</b>	<b>\$12,022.10</b>	<b>\$33,244.90</b>	<b>27%</b>	<b>13%</b>	<b>\$90,534.00</b>	
<b>Employee Benefits</b>											
<b>Health</b>											
Health - CEO	\$573.75	\$897.00	-\$323.25	156%	\$3,442.50	\$897.00	\$2,545.50	26%	13%	\$6,885.00	
Health - DOS	\$430.34	\$0.00	\$430.34	0%	\$2,582.00	\$0.00	\$2,582.00	0%	0%	\$5,164.00	
Health - SM1	\$573.75	\$758.84	-\$185.09	132%	\$3,442.50	\$758.84	\$2,683.66	22%	11%	\$6,885.00	
Health - SM2	\$573.75	\$0.00	\$573.75	0%	\$3,442.50	\$0.00	\$3,442.50	0%	0%	\$6,885.00	
Health - Admin	\$573.75	\$1,224.54	-\$650.79	213%	\$3,442.50	\$1,224.54	\$2,217.96	36%	18%	\$6,885.00	
<b>Health</b>	<b>\$2,725.34</b>	<b>\$2,880.38</b>	<b>-\$155.04</b>	<b>106%</b>	<b>\$16,352.00</b>	<b>\$2,880.38</b>	<b>\$13,471.62</b>	<b>18%</b>	<b>9%</b>	<b>\$32,704.00</b>	
<b>401K Fee</b>											
401K Fee - CEO	\$959.42	\$0.00	\$959.42	0%	\$5,756.50	\$0.00	\$5,756.50	0%	0%	\$11,513.00	
401K Fee - DOS	\$416.66	\$0.00	\$416.66	0%	\$2,500.00	\$0.00	\$2,500.00	0%	0%	\$5,000.00	
401K Fee - SM1	\$416.66	\$0.00	\$416.66	0%	\$2,500.00	\$0.00	\$2,500.00	0%	0%	\$5,000.00	
401K Fee - SM2	\$416.66	\$0.00	\$416.66	0%	\$2,500.00	\$0.00	\$2,500.00	0%	0%	\$5,000.00	
401K Fee - Admin	\$959.42	\$0.00	\$959.42	0%	\$5,756.50	\$0.00	\$5,756.50	0%	0%	\$11,513.00	
<b>401K Fee</b>	<b>\$3,168.82</b>	<b>\$0.00</b>	<b>\$3,168.82</b>	<b>0%</b>	<b>\$19,013.00</b>	<b>\$0.00</b>	<b>\$19,013.00</b>	<b>0%</b>	<b>0%</b>	<b>\$38,026.00</b>	
<b>Employee Benefits</b>	<b>\$5,894.16</b>	<b>\$2,880.38</b>	<b>\$3,013.78</b>	<b>49%</b>	<b>\$35,365.00</b>	<b>\$2,880.38</b>	<b>\$32,484.62</b>	<b>8%</b>	<b>4%</b>	<b>\$70,730.00</b>	
<b>Employee Incentives</b>											
Employee Incentive CEO	\$4,375.00	\$500.00	\$3,875.00	11%	\$26,250.00	\$1,000.00	\$25,250.00	4%	2%	\$52,500.00	
Employee Incentive DOS	\$2,343.75	\$0.00	\$2,343.75	0%	\$14,062.50	\$0.00	\$14,062.50	0%	0%	\$28,125.00	
Employee Incentive SM1	\$2,031.25	\$0.00	\$2,031.25	0%	\$12,187.50	\$0.00	\$12,187.50	0%	0%	\$24,375.00	
Employee Incentive SM2	\$1,875.00	\$0.00	\$1,875.00	0%	\$11,250.00	\$0.00	\$11,250.00	0%	0%	\$22,500.00	
<b>Employee Incentives</b>	<b>\$10,625.00</b>	<b>\$500.00</b>	<b>\$10,125.00</b>	<b>5%</b>	<b>\$63,750.00</b>	<b>\$1,000.00</b>	<b>\$62,750.00</b>	<b>2%</b>	<b>1%</b>	<b>\$127,500.00</b>	
<b>Other</b>											
Cell Phone Stipend - CEO	\$40.00	\$40.00	\$0.00	100%	\$240.00	\$80.00	\$160.00	33%	17%	\$480.00	
Cell Phone Stipend - DOS	\$30.00	\$0.00	\$30.00	0%	\$180.00	\$0.00	\$180.00	0%	0%	\$360.00	
Cell Phone Stipend - SM1	\$40.00	\$40.00	\$0.00	100%	\$240.00	\$120.00	\$120.00	50%	25%	\$480.00	
Cell Phone Stipend - SM2	\$40.00	\$0.00	\$40.00	0%	\$240.00	\$160.00	\$80.00	67%	33%	\$480.00	
Cell Phone Stipend - Admin	\$40.00	\$40.00	\$0.00	100%	\$240.00	\$160.00	\$80.00	67%	33%	\$480.00	
Relocation Expense	\$666.66	\$0.00	\$666.66	0%	\$4,000.00	\$0.00	\$4,000.00	0%	0%	\$8,000.00	
<b>Other</b>	<b>\$856.66</b>	<b>\$120.00</b>	<b>\$736.66</b>	<b>14%</b>	<b>\$5,140.00</b>	<b>\$520.00</b>	<b>\$4,620.00</b>	<b>10%</b>	<b>5%</b>	<b>\$10,280.00</b>	
<b>TOTAL PERSONNEL EXPENSE</b>	<b>\$77,836.98</b>	<b>\$59,413.40</b>	<b>\$18,423.58</b>	<b>76%</b>	<b>\$467,022.00</b>	<b>\$159,970.39</b>	<b>\$307,051.61</b>	<b>34%</b>	<b>17%</b>	<b>\$934,044.00</b>	

Report Date: 12/31/2022	December 2022				YEAR TO DATE					
	Budget	Actual	VARIANCE	%	YTD Budget	YTD ACTUAL	VARIANCE	YTD	Annual	Annual Budget
<b>FY 2022/23 FUNDING ALLOCATION</b>	<b>\$140,965.23</b>	<b>\$97,053.11</b>	<b>\$43,912.12</b>		<b>\$845,791.50</b>	<b>\$422,939.11</b>	<b>\$422,852.39</b>			<b>\$1,691,583.00</b>
<b>PURCHASED GOODS &amp; SERVICES</b>										
<b>Contract Services</b>										
Fiscal Services	\$2,575.34	\$4,574.00	-\$1,998.66	178%	\$15,452.00	\$28,704.95	-\$13,252.95	186%	93%	\$30,904.00
Legal Services	\$2,000.00	\$5,717.50	-\$3,717.50	286%	\$12,000.00	\$17,175.00	-\$5,175.00	143%	72%	\$24,000.00
Payroll Services	\$500.00	\$148.90	\$351.10	30%	\$3,000.00	\$790.35	\$2,209.65	26%	13%	\$6,000.00
Audit	\$833.34	\$0.00	\$833.34	0%	\$5,000.00	\$0.00	\$5,000.00	0%	0%	\$10,000.00
IT	\$333.34	\$278.00	\$55.34	83%	\$2,000.00	\$1,730.43	\$269.57	87%	43%	\$4,000.00
Professional Services	\$11,250.00	\$6,248.44	\$5,001.56	56%	\$67,500.00	\$76,676.26	-\$9,176.26	114%	57%	\$135,000.00
HR Services	\$2,500.00	\$466.25	\$2,033.75	19%	\$15,000.00	\$1,830.00	\$13,170.00	12%	6%	\$30,000.00
Staffing	\$5,005.00	\$4,620.00	\$385.00	92%	\$30,030.00	\$26,565.00	\$3,465.00	88%	44%	\$60,060.00
Marketing	\$9,166.66	\$2,200.00	\$6,966.66	24%	\$55,000.00	\$28,677.50	\$26,322.50	52%	26%	\$110,000.00
Website	\$1,205.00	\$1,610.45	-\$405.45	134%	\$7,230.00	\$6,162.70	\$1,067.30	85%	43%	\$14,460.00
<b>Contract Services</b>	<b>\$35,368.68</b>	<b>\$25,863.54</b>	<b>\$9,505.14</b>	<b>73%</b>	<b>\$212,212.00</b>	<b>\$188,312.19</b>	<b>\$23,899.81</b>	<b>89%</b>	<b>44%</b>	<b>\$424,424.00</b>
<b>Operating Supplies</b>										
Banking Fees	\$41.66	\$0.00	\$41.66	0%	\$250.00	\$15.00	\$235.00	6%	3%	\$500.00
Software Licenses	\$622.09	\$339.64	\$282.45	55%	\$3,732.50	\$2,186.99	\$1,545.51	59%	29%	\$7,465.00
Postage	\$25.00	\$0.00	\$25.00	0%	\$150.00	\$0.00	\$150.00	0%	0%	\$300.00
IT	\$416.66	\$0.00	\$416.66	0%	\$2,500.00	\$1,039.96	\$1,460.04	42%	21%	\$5,000.00
Licenses	\$8.34	\$25.00	-\$16.66	300%	\$50.00	\$218.00	-\$168.00	436%	4%	\$5,000.00
Office Supplies	\$416.66	\$0.00	\$416.66	0%	\$2,500.00	\$1,655.16	\$844.84	66%	33%	\$5,000.00
<b>Operating Supplies</b>	<b>\$1,530.41</b>	<b>\$364.64</b>	<b>\$1,165.77</b>	<b>24%</b>	<b>\$9,182.50</b>	<b>\$5,115.11</b>	<b>\$4,067.39</b>	<b>56%</b>	<b>28%</b>	<b>\$18,365.00</b>
<b>Recruitment</b>	<b>\$41.66</b>	<b>\$250.00</b>	<b>-\$208.34</b>	<b>600%</b>	<b>\$250.00</b>	<b>\$1,995.41</b>	<b>-\$1,745.41</b>	<b>798%</b>	<b>399%</b>	<b>\$500.00</b>
<b>Mileage Reimbursement</b>	<b>\$83.32</b>	<b>\$54.88</b>	<b>\$28.44</b>	<b>66%</b>	<b>\$500.00</b>	<b>\$54.88</b>	<b>\$445.12</b>	<b>11%</b>	<b>5%</b>	<b>\$1,000.00</b>
<b>Insurance</b>										
Workers Compensation	\$154.34	\$151.16	\$3.18	98%	\$926.00	\$906.98	\$19.02	98%	49%	\$1,852.00
Business Owners Liability & Property	\$150.00	\$152.00	-\$2.00	101%	\$900.00	\$912.00	-\$12.00	101%	51%	\$1,800.00
Professional Cyber Liability	\$257.09	\$246.22	\$10.87	96%	\$1,542.50	\$1,612.11	-\$69.61	105%	52%	\$3,085.00
Management Liability	\$416.66	\$197.50	\$219.16	47%	\$2,500.00	\$1,493.68	\$1,006.32	60%	30%	\$5,000.00
<b>Insurance</b>	<b>\$978.09</b>	<b>\$746.88</b>	<b>\$231.21</b>	<b>76%</b>	<b>\$5,868.50</b>	<b>\$4,924.77</b>	<b>\$943.73</b>	<b>84%</b>	<b>42%</b>	<b>\$11,737.00</b>
<b>Memberships</b>										
Destinations Internationa	\$133.34	\$133.33	\$0.01	100%	\$800.00	\$799.98	\$0.02	100%	50%	\$1,600.00
PCMA	\$83.34	\$40.42	\$42.92	49%	\$500.00	\$363.78	\$136.22	73%	36%	\$1,000.00
MPI ACE/WEC	\$138.75	\$88.32	\$50.43	64%	\$832.50	\$487.40	\$345.10	59%	29%	\$1,665.00
CALSAE	\$29.16	\$0.00	\$29.16	0%	\$175.00	\$21.05	\$153.95	12%	6%	\$350.00
<b>Memberships</b>	<b>\$384.59</b>	<b>\$262.07</b>	<b>\$122.52</b>	<b>68%</b>	<b>\$2,307.50</b>	<b>\$1,672.21</b>	<b>\$635.29</b>	<b>72%</b>	<b>36%</b>	<b>\$4,615.00</b>
<b>Subscription Services</b>										
CRM	\$816.66	\$741.67	\$74.99	91%	\$4,900.00	\$5,191.63	-\$291.63	106%	53%	\$9,800.00
Knowland	\$1,099.00	\$1,099.00	\$0.00	100%	\$6,594.00	\$9,890.50	-\$3,296.50	150%	52%	\$19,202.00
CoStar Realty Information	\$0.00	\$960.00	-\$960.00		\$0.00	\$1,380.00	-\$1,380.00			
CVENT	\$1,600.16	\$1,600.17	-\$0.01	100%	\$9,601.00	\$12,802.00	-\$3,201.00	133%	97%	\$13,188.00
Destination International	\$611.66	\$850.59	-\$238.93	139%	\$3,670.00	\$5,917.13	-\$2,247.13	161%	81%	\$7,340.00
<b>Subscription Services</b>	<b>\$4,127.48</b>	<b>\$5,251.43</b>	<b>-\$1,123.95</b>	<b>127%</b>	<b>\$24,765.00</b>	<b>\$35,181.26</b>	<b>-\$10,416.26</b>	<b>142%</b>	<b>71%</b>	<b>\$49,530.00</b>
<b>Conferences and Trade Shows</b>										
IMEX North America	\$983.34	\$0.00	\$983.34	0%	\$5,900.00	\$0.00	\$5,900.00	0%	0%	\$11,800.00
CONNECT Marketplace	\$370.84	\$0.00	\$370.84	0%	\$2,225.00	\$0.00	\$2,225.00	0%	0%	\$4,450.00
CONNECT Medical/Tech	\$370.84	\$0.00	\$370.84	0%	\$2,225.00	\$0.00	\$2,225.00	0%	0%	\$4,450.00
<b>Conferences and Trade Shows</b>	<b>\$1,725.02</b>	<b>\$0.00</b>	<b>\$1,725.02</b>	<b>0%</b>	<b>\$10,350.00</b>	<b>\$0.00</b>	<b>\$10,350.00</b>	<b>0%</b>	<b>0%</b>	<b>\$20,700.00</b>

Report Date: 12/31/2022	December 2022				YEAR TO DATE					
	Budget	Actual	VARIANCE	%	YTD Budget	YTD ACTUAL	VARIANCE	YTD	Annual	Annual Budget
<b>FY 2022/23 FUNDING ALLOCATION</b>	<b>\$140,965.23</b>	<b>\$97,053.11</b>	<b>\$43,912.12</b>		<b>\$845,791.50</b>	<b>\$422,939.11</b>	<b>\$422,852.39</b>			<b>\$1,691,583.00</b>
<b>Business Development</b>	<b>\$4,166.66</b>	<b>\$1,138.50</b>	<b>\$3,028.16</b>	27%	<b>\$25,000.00</b>	<b>\$1,138.50</b>	<b>\$23,861.50</b>	5%	2%	<b>\$50,000.00</b>
<b>Travel &amp; Entertainment</b>										
CONNECT Medical/Tech	\$233.34	\$0.00	\$233.34	0%	\$1,400.00	\$0.00	\$1,400.00	0%	0%	\$2,800.00
IMEX North America	\$158.34	\$0.00	\$158.34	0%	\$950.00	\$0.00	\$950.00	0%	0%	\$1,900.00
CONNECT Marketplace	\$191.66	\$0.00	\$191.66	0%	\$1,150.00	\$0.00	\$1,150.00	0%	0%	\$2,300.00
Other Expense	\$0.00	\$74.00	-\$74.00		\$0.00	\$74.00	-\$74.00			
<b>Travel &amp; Entertainment</b>	<b>\$583.34</b>	<b>\$74.00</b>	<b>\$509.34</b>	13%	<b>\$3,500.00</b>	<b>\$74.00</b>	<b>\$3,426.00</b>	2%	1%	<b>\$7,000.00</b>
<b>Advertising &amp; Promotion</b>	<b>\$6,250.00</b>	<b>\$0.00</b>	<b>\$6,250.00</b>	0%	<b>\$37,500.00</b>	<b>\$1,500.00</b>	<b>\$36,000.00</b>	4%	2%	<b>\$75,000.00</b>
<b>Support Services</b>										
Client Events	\$2,333.34	\$0.00	\$2,333.34	0%	\$14,000.00	\$0.00	\$14,000.00	0%	0%	\$28,000.00
Virutal Happy Hour	\$166.66	\$0.00	\$166.66	0%	\$1,000.00	\$0.00	\$1,000.00	0%	0%	\$2,000.00
Client Activations	\$333.34	\$0.00	\$333.34	0%	\$2,000.00	\$0.00	\$2,000.00	0%	0%	\$4,000.00
Personalized greetings	\$166.66	\$0.00	\$166.66	0%	\$1,000.00	\$0.00	\$1,000.00	0%	0%	\$2,000.00
<b>Support Services</b>	<b>\$3,000.00</b>	<b>\$0.00</b>	<b>\$3,000.00</b>	0%	<b>\$18,000.00</b>	<b>\$0.00</b>	<b>\$18,000.00</b>	0%	0%	<b>\$36,000.00</b>
<b>TOTAL PURCHASED GOODS &amp; SERVICES EXPENSE</b>	<b>\$58,239.25</b>	<b>\$34,005.94</b>	<b>\$24,233.31</b>	58%	<b>\$349,435.50</b>	<b>\$239,968.33</b>	<b>\$109,467.17</b>	69%	34%	<b>\$698,871.00</b>
<b>CONTINGENCY</b>	<b>\$2,936.59</b>	<b>\$0.00</b>	<b>\$2,936.59</b>	0%	<b>\$17,619.50</b>	<b>\$0.00</b>	<b>\$17,619.50</b>	0%	0%	<b>\$35,239.00</b>
<b>CITY ADMINISTRATIVE FEE</b>	<b>\$1,952.41</b>	<b>\$3,633.77</b>	<b>-\$1,681.36</b>	186%	<b>\$11,714.50</b>	<b>\$23,000.39</b>	<b>-\$11,285.89</b>	196%	98%	<b>\$23,429.00</b>
<b>TOTAL OPERATING EXPENSES</b>	<b>\$140,965.23</b>	<b>\$97,053.11</b>	<b>\$43,912.12</b>	69%	<b>\$845,791.50</b>	<b>\$422,939.11</b>	<b>\$422,852.39</b>	50%	25%	<b>\$1,691,583.00</b>
<b>SURPLUS(DEFICIT)</b>		<b>\$43,912.12</b>				<b>\$422,852.39</b>				



## REPORT TO THE BOARD OF DIRECTORS

**DATE:** February 16, 2023

**TO:** Board of Directors

**FROM:** Christine Lawson, President & CEO

**SUBJECT:** STAFF REPORT FOR FEBRUARY 16<sup>TH</sup> BOARD OF DIRECTORS MEETING

---

### AGENDA ITEM 3. MAZE & ASSOCIATES.

#### **BACKGROUND**

Per the Amended and Restated Bylaws of Silicon Valley/Santa Clara DMO, Inc. dated August 25, 2021, it states in Article IX, Section 8 that the corporation shall keep correct and complete books and records of account. As part of obtaining compliance with the bylaws it has been determined that the DMO needs to create its own set of internal controls and financial policies.

#### **DISCUSSION**

The DMO has been evaluating the possibility of changing accounting firms over the past few months. Following a meeting organized by the City in November, Discover Santa Clara's® CEO approached Maze & Associates Accountancy Corporation with a request to provide a proposal for financial services.

As part of the initial request, the DMO asked Maze to supply pricing for the development of financial internal controls and the drafting of financial policies for the organization.

The DMO received the original quote from Maze on November 11, 2022. The proposal outlined that utilizing a Manager from Maze the expense to create the financial Standard Operating Procedures (SOPs) would be at a cost of between \$5,700 to \$8,600. The proposal indicated that the development of financial SOPs would be a part of the third phase of the transition.

However, considering the growing demands from business and operations, the Discover Santa Clara's® CEO deemed it important to expedite the drafting of the financial SOPs for immediate review and implementation.

Therefore, the Discover Santa Clara's® CEO and Treasurer contacted Katherine Krisch, a partner at Maze, in early February to request a revised proposal for the sole purpose of developing the financial policies.

On February 9, 2023, Ms. Krisch provided two options to the DSC in an email.

**Option 1:** Honor the November quote, with a manager producing the documents. However, the manager would not be available to start on the project until May due to vacation.

**Option 2:** Use a supervisor who is available in late March. This option requires some oversight from a partner and has a projected cost of \$9,064 for the production of the policies plus an additional \$136 for estimated travel expenses.

The Treasurer has produced a draft of the DMO's standard vendor agreement to engage Maze & Associates. The agreement has been sent to the DMO's attorney for review and edits.

### **FINANCIAL IMPACT**

The overall financial impact for the creation of the financial SOP's varies based on timing. If the DMO waits until May to begin the project the cost is between \$5,700 and \$8,600. However, if the DMO selects the option to begin the project in March, the expense is between \$600 to \$3,500 higher.

It is recommended to include an 8% funding contingency for any unforeseen expenses. May start expense range with contingency is between \$6,156 to \$9,288 while March start expense with contingency \$10,000.

The DMO, due primarily to staffing levels and reduced spending, has a significant surplus of funds that can be used to cover this expense.

### **RECOMMENDATION**

In order to prioritize the completion of the financial SOPs, it is recommended that the Board grant authorization to Discover Santa Clara's® CEO to enter into an agreement with Maze & Associates Accountancy Corporation to begin the creation of the financial SOPs under the March option. With compensation of the agreement not to exceed \$10,000.

## **AGENDA ITEM 4. DIRECTOR OF MARKETING**

### **BACKGROUND**

The CEO of Discover Santa Clara is making strategic efforts to construct the DMO's organizational structure in order to support current and future key performance indicators (KPIs) and overall exposure for the City and partners. Key roles will be a critical aspect of this process. In Q1 2023, the CEO has been collaborating with the DMO's marketing agency, We the Creative, to launch initial social media, Google Ad, and email test campaigns. However, it has become evident that this is a full-time role that requires dedicated attention to develop a compelling marketing presence through ongoing content that will increase interest, drive website traffic, and generate leads.

### **DISCUSSION**

The CEO of Discover Santa Clara has devoted a significant amount of time to developing the DMO's marketing strategy, making it clear that there is a need for a dedicated marketing leader. This is a crucial role for the organization's success. The marketing leader will be accountable for executing and refining the marketing plan, effectively managing the marketing firm, and swiftly determining resource allocation based on City/partner needs, market trends, competition with other DMOs, and other factors in order to establish the DMO's marketing presence rapidly. Furthermore, direct sales will be more effective with the support of targeted marketing campaigns, key market targeting, lead generation, and high-profile tradeshow participation.

Time is of the essence in filling this role, and the CEO of Discover Santa Clara has taken steps to ensure a competitive market salary. The CEO requested a market salary review through Jones Lang LaSalle (JLL) and gathered data from a Destinations International salary survey, which includes various DMOs in California and the West Coast, and also spoke with the recruitment firm, Searchwide Global, which specializes in DMO hiring.

### **FINANCIAL IMPACT**

Based upon the data, the salary range for a Director of Marketing is between **\$150,000 and \$170,000** plus incentive and benefits.

At this time, there would be no need to request additional funds for the FY 2022/23 budget, as we have sufficient cash to absorb the cost of this role now without going over budget and can budget accordingly for the FY 2023/24 budget.

If approved, the goal is to identify and hire the Director of Marketing role to begin no later than May 1<sup>st</sup>, 2023.

### **RECOMMENDATION**

The recommendation is to accelerate our marketing efforts and presence by having the Board grant authorization to the Discover Santa Clara's® CEO to recruit and hire the Director of Marketing role in this fiscal year with base salary compensation not to exceed \$170,000. This excludes, benefits and incentive.

## **AGENDA ITEM 5. ADJUSTMENT OF DIRECTOR OF SALES AND CONVENTION SALES MANAGER SALARIES**

### **BACKGROUND**

Discover Santa Clara's® CEO is currently in the process of searching for a Director of Sales and an additional Convention Sales Manager for the DMO and have retained a recruiting firm, Searchwide Global to assist with identifying a top candidate for this role based upon their reputation in the DMO space and database of talent.

### **DISCUSSION**

Securing talent in today's market is challenging with the current low unemployment rate, businesses experiencing staffing shortages, and the competitive nature of added concessions being offered (e.g., working from home, sign-on bonuses, and complimentary meals). These factors have forced the DMO to think about how we both attract and retain top talent while also working towards becoming an employer of choice.

### **FINANCIAL IMPACT**

As part of this process, the Discover Santa Clara's® CEO reached out to Jones Lang LaSalle (JLL) to conduct research related to current salary data of two Discover Santa Clara budgeted positions. After reviewing the most recent Destinations International Salary Survey, that includes a variety of DMO's in California and the West Coast, interviewing Searchwide Global and gaining insight from regional DMO's about recent recruiting efforts, the following competitive salary ranges are as follows:

Role Title	Current 2022/23 FY Budgeted Salary Amount	Recommended 2022/23 FY Salary Range	Salary Rate Range Delta
Director of Sales	\$150,000	\$160,000 - \$180,000	\$10,000 - \$30,000
Convention Sales Manager	\$90,000 - \$97,500	\$105,000 - \$120,000	\$15,000 - \$22,500

Given the surplus of funds in the FY 2022/23 budget due to reduced staffing and spending, any impact from revised salary offerings will be minimal. There will not be a requirement to request additional funds for the current fiscal year, and the Discover Santa Clara CEO will plan accordingly for the next fiscal year budget in 2023/24.

**RECOMMENDATION**

The recommendation includes two actions which are as follows:

1. According to the recent market salary survey, it is recommended that we adjust the salary ranges, as noted above for the FY 2022/23 budget as this will determine the range for each key position. Budgeting for these changes will be done in the 2023/24 fiscal year budget.
2. To retain talent, we recommend that the revised salary range for the Convention Sales Manager apply to all existing positions. We currently have one Convention Sales Manager on staff and the recommendation is that this salary is adjusted to meet the lowest revised salary range of \$105,000 effective March 1, 2023.

The financial impact with this adjustment for the current Convention Sales Manager will be roughly \$3,075 exclusive of benefits. This is based upon eight pay periods between March 1<sup>st</sup> – June 30<sup>th</sup>, 2023. This additional expense will not require the request of additional funds for the FY 2022/23 budget, as we have sufficient cash to absorb this cost and will budget accordingly in the FY 2023/24 budget.

**AGENDA ITEM 6. DISCUSSION OF CONTINUING HYBRID TELECONFERENCE MEETINGS**

**BACKGROUND**

The Brown Act allows a local legislative body, which includes the DMO Board of Directors under the definition of a legislative body under California Government Code Section 54952(c), to hold public meetings by teleconference and to make public meetings accessible telephonically or otherwise electronically to all members of the public seeking to attend and to address the local legislative body. On March 17, 2020, Governor Gavin Newsom issued Executive Order N-29-20 which suspended the Brown Act teleconferencing requirements so that legislative bodies can hold public meetings solely by teleconference, or otherwise electronically, without listing the teleconference locations and without any physical location. On September 16, 2021, Governor Newsom signed urgency ordinance AB 361 which allows a local agency to use teleconferencing for public meetings without posting the teleconferencing locations on the agenda and without requiring the teleconference locations to be accessible to the public

during a Governor-proclaimed state of emergency pursuant to California Government Code Section 8625 et seq. On October 17, 2022, Governor Gavin Newsom announced that the COVID-19 State of Emergency will end on February 28, 2023.

## **DISCUSSION**

The Silicon Valley Santa Clara Board of Directors has met by teleconference in accordance with the Governor's Emergency order AB 361 which will end on February 28, 2023. The Board has options to continue to have hybrid meetings under the Brown Act or by meeting additional requirements under AB 2249. Hybrid teleconference meetings may occur if the following general requirements of the Brown Act are met:

- Teleconference locations are identified on the agenda
- Agenda is posted at all teleconference locations
- All teleconference locations are open to the public
- All votes taken via roll call
- Public must be able to access meetings and provide public comment
- A quorum of the Board must participate from locations within the district

Under AB 2249 Hybrid Teleconference meetings must meet the general requirements in addition to:

- A quorum of the Board must participate from (i) a single physical location identified on the agenda, (ii) that is open to the public, and (iii) within the jurisdiction's boundaries
- Individual members can participate remotely if they satisfy either (i) the "just cause" reason or (ii) the "emergency circumstances" reason

To satisfy the just cause reason, the board member must inform the Board with a general description by no later than the start of the regular meeting, and the reasons for the request to participate remotely. Circumstances constituting just cause include:

- Childcare or caregiving of child, parent, grandparent, grandchild, sibling, spouse, or domestic partner
- Contagious illness
- Need related to a physical or mental disability
- Traveling while on business of the Board or another state or local agency (not vacation)

To satisfy the emergency circumstances reason, the Board must take a vote to approve an individual member's request to appear remotely by the start of the meeting due to a physical or family medical emergency. The board member must provide an adequate general description of the emergency and make the request to participate as soon as possible; however, disclosure of medical information is not required.

Additional requirements under AB 2249, include:

- Provide both a virtual and in-person option for the public to attend (as listed on the agenda).
- Members participating remotely must (1) participate both by audio and video (e.g., Zoom or MS Teams); and (2) publicly disclose at the meeting before any action is taken whether anyone 18 or older is present in the room, and the general nature of the member's relationship with that person.



- Meeting the limitations on remote participation by members (i.e., members may not participate remotely more than 3 consecutive months or more than 20% of regular meetings or if the Board meets less than 10x a year, no more than two meetings a year.

**FINANCIAL IMPACT**

Nominal administrative time will be required to arrange for a hybrid teleconference meeting.

**RECOMMENDATION**

Hybrid teleconference meetings may be held by meeting the requirements under the Brown Act or under AB 2249 by meeting additional requirements. Guidance and direction from the Board are requested on which option the Board will use if a hybrid teleconference meeting is required.

**AGREEMENT FOR SERVICES  
BETWEEN THE  
SILICON VALLEY/SANTA CLARA DMO, INC.  
AND  
MAZE & ASSOCIATES ACCOUNTANCY CORPORATION**

**PREAMBLE**

This Agreement is entered into between **Silicon Valley/Santa Clara DMO, Inc.**, a non-profit mutual benefit corporation, (DMO), and **Maze & Associates Accountancy Corporation**, a California corporation, (Contractor). DMO and Contractor may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

**RECITALS**

- A. DMO desires to secure the services more fully described in this Agreement, at Exhibit A, entitled "Scope of Services";
- B. Contractor represents that it, and its subcontractors, if any, have the professional qualifications, expertise, necessary licenses, and desire to provide certain goods and/or required services of the quality and type which meet objectives and requirements of DMO; and,
- C. The Parties have specified herein the terms and conditions under which such services will be provided and paid for.

The Parties agree as follows:

**AGREEMENT TERMS AND CONDITIONS**

**1. AGREEMENT DOCUMENTS**

The documents forming the entire Agreement between DMO and Contractor shall consist of these Terms and Conditions and the following Exhibits, which are hereby incorporated into this Agreement by this reference:

Exhibit A – Scope of Services

Exhibit B – Schedule of Fees

Exhibit C – Insurance Requirements

This Agreement, including the Exhibits set forth above, contains all the agreements, representations, and understandings of the Parties, and supersedes and replaces any previous agreements, representations, and understandings, whether oral or written. In the event of any inconsistency between the provisions

of any of the Exhibits and the Terms and Conditions, the Terms and Conditions shall govern and control.

**2. TERM OF AGREEMENT**

- A. Initial Term. Unless otherwise terminated early as set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on March 25, 2023 and shall expire on June 30, 2023.
  
- B. Option Term. Upon expiration of the Initial Term, DMO has the option and sole discretion to extend this Agreement for Contractor's services for a subsequent term of six (6) months ("Option Term One") by serving notice to Contractor no later than 30 calendar days from the expiration of the Initial Term of its exercise of such option. This extension would be activated if the scope of work has not been completed within the Initial Term.

<b>Initial Term</b>
March 25, 2023 – June 30, 2023
<b>Option Term One</b>
July 1, 2023 – December 31, 2023

- C. No Automatic Renewals. There shall be no automatic renewal of this Agreement upon the expiration of the Initial Term or Option Term One.

**3. SCOPE OF SERVICES & PERFORMANCE SCHEDULE**

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

**4. WARRANTY**

Contractor expressly warrants that all materials and services covered by this Agreement shall be performed in a skillful, adequate and professional manner in accordance with industry standards, free from material defect and shall conform in all material respects to the specifications, requirements, and instructions upon which this Agreement is based. In the event of a breach of the foregoing representation, Contractor agrees to promptly replace or correct any incomplete, inaccurate, or defective Services at no further cost to DMO when defects are due to the negligence, errors, or omissions of Contractor. If Contractor fails to promptly correct the Services, DMO may make corrections or replace materials or services and charge Contractor for the reasonable costs incurred by DMO for such corrections or replacement.

## 5. QUALIFICATIONS OF CONTRACTOR - STANDARD OF CARE

Contractor represents and maintains that it has the expertise in the professional calling necessary to perform the Services, and its duties and obligations, expressed and implied, contained herein, and DMO expressly relies upon Contractor's representations regarding its skills and knowledge. Contractor shall perform such Services and duties in conformance to and consistent with the professional standards of a specialist in the same discipline in the State of California.

## 6. COMPENSATION AND PAYMENT

In consideration for Contractor's complete performance of Services, DMO shall pay Contractor for all materials provided and Services rendered by Contractor in accordance with Exhibit B, entitled "SCHEDULE OF FEES." The maximum compensation of this Agreement, for both the Initial Term and any options is **Ten Thousand Dollars and No Cents (\$10,000.00)**, subject to budget appropriations, which includes all payments that may be authorized for Services and for expenses, supplies, materials, and equipment required to perform the Services. All work performed or materials provided in excess of the maximum compensation shall be at Contractor's expense.

## 7. TERMINATION

- A. Termination for Convenience. DMO shall have the right to terminate this Agreement, without cause or penalty, by giving not less than Thirty (30) days' prior written notice to Contractor. If this Agreement is so terminated by DMO, Contractor shall be entitled to be paid for its actual Services rendered up to the effective date of termination.
- B. Termination for Default. If Contractor fails to perform any of its material obligations under this Agreement, in addition to all other remedies provided by law, DMO may terminate this Agreement immediately upon written notice to Contractor.
- C. Upon any such early termination, each Party shall assist the other in arranging an orderly transfer and close-out of the Services. As soon as possible following the notice of termination, but no later than ten (10) days after the notice of termination, Contractor will deliver to DMO all DMO information or material that Contractor has in its possession.

## 8. ASSIGNMENT AND SUBCONTRACTING

DMO and Contractor bind themselves, their successors and assigns to all covenants of this Agreement. This Agreement shall not be assigned or transferred without the prior written approval of DMO. Contractor shall not hire subcontractors to perform Services under this Agreement without express written permission from DMO.

Contractor shall be as fully responsible to DMO for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by Contractor, in the same manner and to the same extent as Contractor is for the acts and omissions of persons directly employed by it.

**9. NO THIRD-PARTY BENEFICIARY**

This Agreement shall not be construed to be an agreement for the benefit of any third party or parties and no third party or parties shall have any claim or right of action under this Agreement for any cause whatsoever.

**10. INDEPENDENT CONTRACTOR**

Contractor and all person(s) employed by or contracted with Contractor to furnish labor and/or materials under this Agreement are independent contractors and do not act as agent(s) or employee(s) of DMO and shall not have the authority or right of any kind to bind DMO in any manner. Contractor has full rights to manage its employees in their performance of Services under this Agreement.

**11. CONFIDENTIALITY OF MATERIAL**

All ideas, memoranda, specifications, plans, manufacturing procedures, data, drawings, descriptions, documents, discussions or other information developed or received by or for Contractor and all other written information submitted to Contractor in connection with the performance of this Agreement shall be held strictly confidential by Contractor and shall not, without the prior written consent of DMO, be used for any purposes other than the performance of the Services nor be disclosed to any person or entity not connected with performance of the Services. Nothing furnished to Contractor which is otherwise previously known to Contractor or becomes generally known to the related industry shall be deemed confidential.

**12. OWNERSHIP OF MATERIAL**

All material, which shall include, but not be limited to, data, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports, designs, technology, programming, works of authorship and other material developed, collected, prepared or caused to be prepared under this Agreement shall be the property of DMO but Contractor may retain and use copies thereof solely for the purposes of providing the Services covered by this Agreement. DMO shall not be limited in any way or at any time in its use of said material. At DMO's reasonable request, Contractor will execute and deliver to DMO any assignments or other ownership transfer or perfection documents necessary or appropriate to evidence DMO's ownership rights to such property.

### **13. RIGHT OF DMO TO INSPECT RECORDS OF CONTRACTOR**

DMO, through its authorized employees, representatives or agents shall have the right during the term of this Agreement and for four (4) years from the date of final payment for goods or services provided under this Agreement, to audit the books and records of Contractor for the purpose of verifying any and all charges made by Contractor in connection with Contractor compensation under this Agreement, including termination of Contractor. Contractor agrees to maintain sufficient books and records in accordance with generally accepted accounting principles to establish the correctness of all charges submitted to DMO. Any expenses not so recorded shall be disallowed by DMO. Contractor shall bear the cost of the audit if the audit determines that there has been a substantial billing deviation in excess of five (5) percent adverse to the DMO.

Contractor shall submit to DMO any and all reports concerning its performance under this Agreement that may be requested by DMO in writing. Contractor agrees to assist DMO in meeting DMO's reporting requirements to the State and other governmental agencies with respect to Contractor's Services hereunder.

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

- A. To the extent permitted by law, Contractor agrees to protect, defend, hold harmless and indemnify DMO, its DMO directors, officers, employees, volunteers and agents from and against any third-party claim, injury, liability, loss, cost, and/or expense or damage, including all costs and attorney's fees in providing a defense to any such claim or other action, and whether sounding in law, contract, tort, or equity, in any manner arising from, or alleged to arise in whole or in part from, or in any way connected Contractor's breach of this Agreement, – including claims of any kind by Contractor's employees or persons contracting with Contractor to perform any portion of the Scope of Services. However, the obligation to indemnify shall not apply if such liability is ultimately adjudicated to have arisen through the sole active negligence or sole willful misconduct of DMO; provided, however, the obligation of Contractor to defend is not similarly limited.
- B. Contractor's obligation to protect, defend, indemnify, and hold harmless in full DMO and DMO's employees, shall specifically extend to any and all employment-related claims of any type brought by employees, contractors, subcontractors, or other agents of Contractor, against DMO (either alone, or jointly with Contractor), regardless of venue/jurisdiction in which the claim is brought and the manner of relief sought.
- C. To the extent Contractor is obligated to provide health insurance coverage to its employees pursuant to the Affordable Care Act ("Act") and/or any other similar federal or state law, Contractor warrants that it is meeting its obligations under the Act and will fully indemnify and hold harmless DMO

for any penalties, fines, adverse rulings, or tax payments associated with Contractor's responsibilities under the Act.

- D. Except to the extent arising from Contractor's gross negligence or willful misconduct, in no event shall Contractor's liability exceed three times the amount of fees paid to it by DMO in the twelve-month period prior to the claim arising. The foregoing limitation of liability shall only apply to Contractor's express indemnification obligations for third party claims under this Section 14 to the extent such claims are not covered by any of the insurance policies required to be provided and maintained by Contractor under Exhibit C to this Agreement including, without limitation, Contractor's professional liability insurance policy.

## **15. INSURANCE REQUIREMENTS**

During the term of this Agreement, and for any time period set forth in Exhibit C, Contractor shall provide and maintain in full force and effect, at no cost to DMO, insurance policies as set forth in Exhibit C.

## **16. WAIVER**

Contractor agrees that waiver by DMO of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement. Neither DMO's review, acceptance nor payments for any of the Services required under this Agreement shall be constructed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

## **17. NOTICES**

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

Silicon Valley/Santa Clara DMO, Inc.  
Attention: Chief Executive Officer  
5001 Great America Parkway  
Santa Clara, CA 95054  
and by e-mail at [clawson@discoversantaclara.org](mailto:clawson@discoversantaclara.org)

And to Contractor addressed as follows:

Maze & Associates Accountancy Corporation  
3478 Buskirk Avenue, #215  
Pleasant Hill, CA 94523  
and by e-mail at [katherinek@mazeassociates.com](mailto:katherinek@mazeassociates.com)



The workday the e-mail was sent shall control the date notice was deemed given. An e-mail transmitted after 1:00 p.m. on a Friday shall be deemed to have been transmitted on the following business day.

**18. COMPLIANCE WITH LAWS**

Contractor shall comply with all applicable laws and regulations of the federal, state, and local government, including but not limited to "The Code of the City of Santa Clara, California" ("SCCC"). In particular, Contractor's attention is called to the regulations regarding Campaign Contributions (SCCC Chapter 2.130), Lobbying (SCCC Chapter 2.155), Minimum Wage (SCCC Chapter 3.20), and Business Tax Certificate (SCCC section 3.40.060), as such Chapters or Sections may be amended from time to time or renumbered.

**19. CONFLICTS OF INTEREST**

Contractor certifies that to the best of its knowledge, no DMO director, officer, employee, or authorized representative has any financial interest in the business of Contractor and that no person associated with Contractor has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement. Contractor is familiar with the provisions of California Government Code section 87100 and following and certifies that it does not know of any facts which would violate these code provisions. Contractor will advise DMO if a conflict arises.

**20. FAIR EMPLOYMENT**

Contractor shall not discriminate against any employee or applicant for employment because of race, sex, color, religion, religious creed, national origin, ancestry, age, gender, marital status, physical disability, mental disability, medical condition, genetic information, sexual orientation, gender expression, gender identity, military and veteran status, or ethnic background, in violation of federal, state, or local law.

**21. NO USE OF DMO NAME OR EMBLEM**

Contractor shall not use DMO's name, insignia, or emblem, or distribute any information related to services under this Agreement in any magazine, trade paper, newspaper or other medium without the prior express written consent of DMO.

**22. GOVERNING LAW AND VENUE**

This Agreement shall be governed and construed in accordance with the statutes and laws of the State of California. The venue of any suit filed by either Party shall be vested in the state courts of the County of Santa Clara, or if appropriate, in the United States District Court, Northern District of California, San Jose, California.





//

//

//

//

DRAFT

**25. COUNTERPARTS**

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument. Electronic copies of signed signature pages transmitted electronically by any Party to the other Party either by facsimile or via the Internet (e.g., in a "pdf" or "tif" format data file or comparable format) will be deemed binding originals for all purposes and will be deemed delivered for all purposes when any such copies are received by the other Party.

The Parties acknowledge and accept the terms and conditions of this Agreement including those contained in the attached Exhibits which are which are incorporated into this Agreement by reference, as evidenced by the following signatures of their duly authorized representatives.

**SILICON VALLEY/SANTA CLARA DMO, INC.**  
a California non-profit mutual benefit corporation

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

\_\_\_\_\_  
CHRISTINE LAWSON  
Chief Executive Office  
5001 Great America Parkway  
Santa Clara, CA 95054  
Telephone: (408) 748-7094

"DMO"

**MAZE & ASSOCIATES ACCOUNTANCY CORPORATION**  
a California corporation

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

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

Name: Katherine Yuen Krisch

Title: Partner

Principal Place of Business Address: 3478 Buskirk Avenue, #215  
Pleasant Hill, CA 94523

Email Address: [katherinek@mazeassociates.com](mailto:katherinek@mazeassociates.com)

Telephone: (925) 930-0902

"CONTRACTOR"

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

The Services to be performed for the DMO by the Contractor under this Agreement are set forth below.

**1. Make recommendations for proper internal control and assist in the creation of financial policies.**

- 1.1. Contractor will gain an understanding of the DMO's current procedures and make recommendations.
- 1.2. The financial policies will align with and follow the GAAP principles of accounting.
- 1.3. Contractor will produce, present, review and provide a comprehensive draft of the DMO's financial policies which will include, but are not limited to:

**CASH CONTROL & MANAGEMENT**

Bank Account Requirements  
Control of Cash Receipts  
Cash Receipt Entry into Accounting Software  
Box Office Cash Receipts  
Cash Handling Agreement

**ACCOUNTS RECEIVABLE CONTROLS**

Accounts Receivable Billing Procedures  
AR Collection and Payment Processing  
Deposits  
Other Accounts Receivable

**REVENUE CONTROL & REPORTING**

Vendor Agreements  
Business Development Funding  
Debit Card Policy

**ACCOUNTS PAYABLE**

Purchasing & Receiving Controls  
Accounts Payable Procedures  
AP Entry into Accounting Software  
Check Printing  
Manual Checks

**ACCOUNTS PAYABLE**

Control of Other Expenses & Liabilities - Petty Cash Procedures  
Travel & Entertainment Expenses  
Prepaid Expenses  
Accrued Expenses/Liabilities

Reimbursement of Expenses

GENERAL LEDGER PROCEDURES

Journal Entry Procedures  
Automated General Ledger Interface Procedures  
Month & Year End Closing Procedures

MONTHLY ACCOUNT ANALYSIS

Monthly Account Analysis Requirements

FINANCIAL REPORTING

Monthly Financial Reporting Package  
Budget Development  
Flash Reports

RECORD RETENTION

Record Retention & Storage

PAYROLL ACCOUNTING & CONTROLS

HR & Payroll Policies & Procedures  
Annual Audits  
Contract Compliance Audits

DRAFT

**EXHIBIT B  
SCHEDULE OF FEES**

Contractor shall bill DMO on a monthly basis for Services provided by Contractor during the preceding month on an invoice and in a format approved by DMO and subject to verification and approval by DMO. DMO will pay Contractor within thirty (30) days of DMO's receipt of an approved invoice.

**1. MAXIMUM COMPENSATION**

1.1. The maximum compensation the DMO will pay the Contractor for all professional fees, costs, and expenses provide under this Agreement shall not exceed **Ten Thousand Dollars and No Cents (\$10,000.00)** during the Initial Term of the Agreement.

**2. RATE SCHEDULE**

2.1. Invoices submitted to the DMO are based on costs incurred on a time and material basis. Services shall be performed by Controller-level staff utilizing efficiency tools to expedite recurring transaction work.

<b>Position</b>	<b>Hourly Rate</b>
Supervisor	\$153.00
Partner	\$368.00
<b>Other Professionals</b>	
Managers	\$184 to \$226
Senior Associates	\$110 to \$137
Associates	\$89 to \$105

2.2. It is proposed by Contractor that the number of hours to complete this project is 40-hours for the Supervisor and eight (8) hours for the partner.

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

Without limiting the Contractor's indemnification of Silicon Valley/Santa Clara DMO, Inc., and prior to commencing any of the Services required under this Agreement, the Contractor shall provide and maintain in full force and effect during the period of performance of the Agreement and for twenty-four (24) months following acceptance by Silicon Valley/Santa Clara DMO, Inc., 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 Silicon Valley/Santa Clara DMO, Inc. so that any other coverage held by Silicon Valley/Santa Clara DMO, Inc. shall not contribute to any loss under Contractor's insurance. The minimum coverages, provisions and endorsements are as follows:

**A. COMMERCIAL GENERAL LIABILITY INSURANCE**

1. Commercial General Liability Insurance policy which provides coverage at least as broad as Insurance Services Office form CG 00 01. Policy limits are subject to review, but shall in no event be less than, the following:
  - \$1,000,000 Each Occurrence
  - \$2,000,000 General Aggregate
  - \$2,000,000 Products/Completed Operations Aggregate
  - \$1,000,000 Personal Injury
2. Exact structure and layering of the coverage shall be left to the discretion of Contractor; however, any excess or umbrella policies used to meet the required limits shall be at least as broad as the underlying coverage and shall otherwise follow form.
3. The following provisions shall apply to the Commercial Liability policy as well as any umbrella policy maintained by the Contractor to comply with the insurance requirements of this Agreement:
  - a. Coverage shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits;
  - b. There shall be no cross-liability exclusion which precludes coverage for claims or suits by one insured against another; and
  - c. Coverage shall apply separately to each insured against whom a claim is made, or a suit is brought, except with respect to the limits of liability.

**B. BUSINESS AUTOMOBILE LIABILITY INSURANCE**

Business automobile liability insurance policy which provides coverage at least as broad as ISO form CA 00 01 with policy limits a minimum limit of not less than

one million dollars (\$1,000,000) each accident using, or providing coverage at least as broad as, Insurance Services Office form CA 00 01. Liability coverage shall apply to all owned (if any), non-owned and hired autos.

**C. WORKERS' COMPENSATION**

1. Workers' Compensation Insurance Policy as required by statute and employer's liability with limits of at least one million dollars (\$1,000,000) policy limit Bodily Injury by disease, one million dollars (\$1,000,000) each accident/Bodily Injury and one million dollars (\$1,000,000) each employee Bodily Injury by disease.
2. The indemnification and hold harmless obligations of Contractor included in this Agreement shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefit payable by or for Contractor or any subcontractor under any Workers' Compensation Act(s), Disability Benefits Act(s) or other employee benefits act(s).
3. This policy must include a Waiver of Subrogation in favor of Silicon Valley/Santa Clara DMO, Inc., its directors, commissions, officers, employees, volunteers and agents.

**D. PROFESSIONAL LIABILITY**

Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designed to protect against negligent acts, errors or omissions of the Contractor. Covered services as designated in the policy must specifically include work performed under this agreement. Coverage shall be in an amount of not less than one million dollars (\$1,000,000) per claim or two million dollars (\$2,000,000) aggregate. Any coverage containing a deductible or self-retention must first be approved in writing by the DMO Attorney.

**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. Silicon Valley/Santa Clara DMO, Inc., its directors, officers, employees, volunteers, and agents are hereby added as additional insureds in respect to liability arising out of Contractor's work for DMO, using Insurance Services Office (ISO) Endorsement CG 20 10 11 85, or the combination of CG 20 10 03 97 and CG 20 37 10 01, or its equivalent.
2. Primary and non-contributing. Each insurance policy provided by Contractor shall contain language or be endorsed to contain wording



making it primary insurance as respects to, and not requiring contribution from, any other insurance which the indemnities may possess, including any self-insurance or self-insured retention they may have. Any other insurance indemnities may possess shall be considered excess insurance only and shall not be called upon to contribute with Contractor's insurance.

3. Cancellation.

a. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided due to non-payment of premiums shall be effective until written notice has been given to DMO at least ten (10) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least ten (10) days prior to the effective date of non-renewal.

b. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided for any cause save and except non-payment of premiums shall be effective until written notice has been given to DMO at least thirty (30) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least thirty (30) days prior to the effective date of non-renewal.

4. Other Endorsements. Other endorsements may be required for policies other than the commercial general liability policy if specified in the description of required insurance set forth in Sections A through E of this Exhibit C, above.

**F. ADDITIONAL INSURANCE RELATED PROVISIONS**

Contractor and DMO agree as follows:

1. Contractor agrees to ensure that subcontractors, and any other party involved with the Services, who is brought onto or involved in the performance of the Services by Contractor, provide the same minimum insurance coverage required of Contractor, except as with respect to limits. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. Contractor agrees that upon request by DMO, all agreements with, and insurance compliance documents provided by, such subcontractors and others engaged in the project will be submitted to DMO for review.
2. Contractor agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge

DMO or Contractor for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to DMO. It is not the intent of DMO to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against DMO for payment of premiums or other amounts with respect thereto.

3. The DMO reserves the right to withhold payments from the Contractor in the event of material noncompliance with the insurance requirements set forth in this Agreement.

#### **G. EVIDENCE OF COVERAGE**

Prior to commencement of any Services under this Agreement, Contractor, and each and every subcontractor (of every tier) shall, at its sole cost and expense, provide and maintain not less than the minimum insurance coverage with the endorsements and deductibles indicated in this Agreement. Such insurance coverage shall be maintained with insurers, and under forms of policies, satisfactory to DMO and as described in this Agreement. Contractor shall file with the DMO all certificates and endorsements for the required insurance policies for DMO's approval as to adequacy of the insurance protection.

#### **H. EVIDENCE OF COMPLIANCE**

Contractor or its insurance broker shall provide the required proof of insurance compliance, consisting of Insurance Services Office (ISO) endorsement forms or their equivalent and the ACORD form 25-S certificate of insurance (or its equivalent), evidencing all required coverage shall be delivered to DMO, or its representative as set forth below, at or prior to execution of this Agreement. Upon DMO's request, Contractor shall submit to DMO copies of the actual insurance policies or renewals or replacements. Unless otherwise required by the terms of this Agreement, all certificates, endorsements, coverage verifications and other items required to be delivered to DMO pursuant to this Agreement shall be mailed to:

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

#### **I. QUALIFYING INSURERS**

All of the insurance companies providing insurance for Contractor shall have, and provide written proof of, an A. M. Best rating of at least A minus 6 (A- VI) or shall be an insurance company of equal financial stability that is approved by the DMO or its insurance compliance representatives.



February 9, 2023

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

Dear Christine,

This letter is to confirm our understanding of the terms and objectives of our engagement with the Silicon Valley/Santa Clara DMO, Inc. (DMO), California, as well as the nature and limitations of the services we will provide.

During fiscal year 2022-23, we will assist DMO in making internal control recommendations and drafting financial policies.

This engagement is scheduled to be performed by Alex Lam, and Katherine Krisch. From time to time, other professionals of our firm may assist in the engagement. Their 2023 billing rates are as follows:

<b>Staff Level</b>	<b>Calendar Year 2023 Hourly Rates</b>
Katherine Krisch	\$368
Alex Lam, Supervisor	\$153
<b><i>Other Professionals</i></b>	
Partners	\$368
Managers	\$184 to \$226
Supervisors	\$142 to \$173
Senior Associates	\$110 to \$137
Associates	\$89 to \$105

In addition to the hourly rates, we will also bill mileage incurred as a result of our staff driving to and from the DMO. We follow the IRS standard mileage rate as that is what we reimburse our staff. The 2023 IRS standard mileage rate is 65.5 cents per mile.

The total contracted fees will not exceed \$9,200 for the period outlined below.

	<u>Estimated Hours</u>	<u>Hourly Rates</u>	<u>Estimated Fee</u>
Make internal control recommendations and draft financial policies, one-time			
Alex Lam, Supervisor	40	\$153	\$6,120
Katherine Krisch, Partner	8	\$368	2,944
			<u>9,064</u>
Estimated travel cost			136
Total estimated fee			<u><u>\$9,200</u></u>

Our engagement is limited to the period and the accounting services indicated above. As our services are limited in nature, we do not verify or audit any of the information you provide to us. If we notice that an amount appears unusual or out of the ordinary we will call it to your attention, but our engagement cannot be relied upon to disclose errors, fraudulent financial reporting, misappropriation of assets, or noncompliance with laws and regulations that may have occurred. However, we will inform the appropriate level of management of any material errors and of any evidence or information that comes to our attention during the performance of our engagement that fraud may have occurred. We will also report to the appropriate level of management any evidence or information that comes to our attention regarding noncompliance with laws and regulations that may have occurred, unless it is clearly inconsequential. By your signature below, you understand and agree that you are responsible for preventing and detecting fraud. Should you wish us to expand our procedures to include additional work and investigations, we will arrange this with you in a separate engagement letter.

Our fees and costs for work will be billed monthly. Invoices unpaid 30 days past the billing date may be deemed delinquent, and are subject to an interest charge of 1.0% per month. We reserve the right to suspend our services or to withdraw from this engagement in the event that any of our invoices are deemed delinquent. In the event that any collection action is required to collect unpaid balances due us, you agree to reimburse us for our costs of collection, including attorneys' fees.

If billings are past due in excess of 90 days of the invoice date, at our election, we may stop all work until your account is brought current or withdraw from this engagement. DMO acknowledges and agrees that we are not required to continue work in the event of DMO's failure to pay on a timely basis for services rendered as required by this engagement letter. DMO further acknowledges and agrees that in the event we stop work or withdraw from this engagement as a result of DMO's failure to pay on a timely basis for services rendered as required by this engagement letter, we shall not be liable for any damages that occur as a result of our ceasing to render services.

It is our policy to keep records related to this engagement for seven years. However, we do not keep any original client records, so we will return those to you at the completion of the services rendered under this engagement. It is your responsibility to retain and protect your records (which includes any work product we provide to you as well as any records that we return) for possible future use, including potential examination by government or regulatory agencies. We do not accept responsibility for hosting client information; therefore, you have the sole responsibility for ensuring you retain and maintain in your possession all your financial and non-financial information, data and records.

If a dispute arises among the parties hereto, the parties agree to first try in good faith to settle the dispute by mediation administered within the county of Contra Costa, California, by a mediation organization, under its applicable rules for resolving professional accounting and related services disputes before resorting to litigation. The costs of any mediation proceeding shall be shared equally by all parties.

If, after full consideration and consultation with counsel if so desired, you agree that the foregoing terms shall govern this engagement, please sign the copy of this letter in the space provided and return the original signed letter to me, keeping a fully executed copy for your records.

Thank you for your attention to this matter, and please contact me with any questions that you may have.

Very truly yours,

*Maze & Associates*

Maze & Associates

**ACCEPTED AND AGREED:  
RESPONSE:**

This letter correctly sets forth the understanding of DMO.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## Kelly Carr

---

**From:** Katherine Yuen Krisch <katherinek@mazeassociates.com>  
**Sent:** Thursday, February 9, 2023 11:54 AM  
**To:** Kelly Carr; Christine Lawson  
**Cc:** Beverly Corriere  
**Subject:** RE: Financial SOP's  
**Attachments:** Lam, Alex Resume.pdf

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Hi Kelly and Christine,

Thank you for the laugh yesterday.

Originally, we proposed Maria for 40 hours to complete the financial policies (See page 20 of the proposal). Maria will be available in May. Therefore, if you would like to wait until May for us to perform this task, we will honor the quote we had on the proposal.

### Phase 3:

Task 1: Make internal control recommendations and draft financial policies

- Fee estimate : \$5,700 to \$8,600, non-recurring

If you would like us to perform the task earlier than May, Alex (see resume attached) is available late March. Since Alex has less experience than Maria, I will need to step in to help him. Here is the alternative estimate.

	<u>Estimated Hours</u>	<u>Hourly Rate</u>	<u>Estimated Fee</u>
Make internal control recommendations and draft financial policies, one-time			
Alex Lam, Supervisor	40	\$153	\$6,120
Katherine Krisch, Partner	8	\$368	\$2,944
			<u>\$9,064</u>

Please let me know if you need anything else. Thank you!

Regards,

*Katherine Yuen Krisch, CPA*

Partner

Maze & Associates Accountancy Corporation



**Alex Lam, Supervisor** – Alex is a graduate of the California State University, San Jose, with a Bachelor of Science degree in Corporate Finance and Corporate Accounting. Alex started at Maze in 2016 as an auditor advancing to the supervisory level when he oversaw audit fieldworks and report preparations. During his tenure as an auditor, Alex periodically took on accounting services assignments. In 2022, Alex joined our firm’s accounting services division full-time.

Alex’s governmental accounting services experience includes:

<b>Clients:</b>	<b>Duties:</b>
<ul style="list-style-type: none"> <li>• City of Mountain View</li> </ul>	<ul style="list-style-type: none"> <li>• Conducted special research on financial matters as needed</li> <li>• Coordinated activities and provided assistance to internal and external auditors; prepared year-end closing entries and reports.</li> <li>• Maintained and monitored Federal and State grants</li> <li>• Maintained accounting records of receipts, disbursements, and encumbrances affecting various funds and accounts for effective control of such funds and accounts</li> <li>• Prepared and submitted State and or Federal reports as required</li> <li>• Managed and made adjustments to modules of financial systems (e.g., disbursement, fixed assets, general ledger, etc.)</li> <li>• Monitored and closed capital projects and assessment districts</li> </ul>
<ul style="list-style-type: none"> <li>• City of Newark</li> </ul>	<ul style="list-style-type: none"> <li>• Provided recommendations and examples for improvements to presentation and organization of the operating budget.</li> </ul>
<ul style="list-style-type: none"> <li>• City of Pleasanton</li> </ul>	<ul style="list-style-type: none"> <li>• Reviewed year-end activities and assisted with year-end close.</li> <li>• Reviewed grant expenditures to ensure compliance with funding agency requirements.</li> <li>• Prepared year-end schedules and closing entries for audits.</li> <li>• Assisted with the implementation of GASB 87</li> </ul>



	<ul style="list-style-type: none"> <li>• Provided as needed guidance for future GASB treatment.</li> <li>• Worked with City's external auditor to complete, prepare, review, and issuance of annual comprehensive financial report (ACFR)</li> </ul>
<ul style="list-style-type: none"> <li>• City of San Mateo</li> </ul>	<ul style="list-style-type: none"> <li>• Prepared year-end schedules for audits.</li> <li>• Assisted with the year end-close and preparation of year-end entries.</li> <li>• Assisted with the implementation of GASB 87</li> <li>• Updated workpapers to include steps on how to calculate, complete, and run reports for the specific closing process</li> </ul>
<ul style="list-style-type: none"> <li>• City of Saratoga</li> </ul>	<ul style="list-style-type: none"> <li>• Assisted with the implementation of GASB 87</li> </ul>
<ul style="list-style-type: none"> <li>• City of San Leandro</li> </ul>	<ul style="list-style-type: none"> <li>• Prepared and reviewed Annual State Controller's Office Financial Transaction Report</li> <li>• Prepared and updated the City's Accounting Procedures Module</li> </ul>
<ul style="list-style-type: none"> <li>• City of Cupertino</li> </ul>	<ul style="list-style-type: none"> <li>• Prepared and reviewed Annual State Controller's Office Financial Transaction Report</li> </ul>
<ul style="list-style-type: none"> <li>• Stinson Beach Water District</li> </ul>	<ul style="list-style-type: none"> <li>• Prepared and reviewed Annual State Controller's Office Financial Transaction Report</li> </ul>
<ul style="list-style-type: none"> <li>• Kensington Police Protection and Community District</li> </ul>	<ul style="list-style-type: none"> <li>• Prepared and reviewed Annual State Controller's Office Financial Transaction Report</li> </ul>

In addition, Alex has performed auditing services for the following entities:

City of Belmont  
City of Burlingame  
City of Dublin  
City of Galt  
City of Half Moon Bay  
City of Hayward  
City of Los Altos

City of Manteca

City of Martinez  
City of Morgan Hill

City of San Leandro  
City of San Mateo  
City of Santa Clara  
City of South San Francisco  
City of Tracy  
City of Turlock  
City of Walnut Creek  
City of Watsonville  
Contra Costa Mosquito & Vector Control District  
Contra Costa Water District  
County of El Dorado

City of Mountain View  
City of Orinda  
City of Petaluma  
City of Pleasanton  
City of Rancho Cordova  
City of Richmond  
City of San Bruno  
City of San Carlos

County of Sutter  
Livermore-Amador Valley Transit Authority  
Santa Clara Central Fire Protection District  
Sonoma-Marín Area Rail Transit District  
Town of Los Alts  
Town of Moraga  
Town of Portola Valley  
Vallejo Sanitation & Flood Control District



November 17, 2022

Christine Lawson  
Chief Executive Officer  
Discover Santa Clara  
5001 Great America Parkway  
Santa Clara, CA 95054

Dear Christine,

We are pleased to attach an electronic copy of our Proposal to Provide Accounting Services to the Silicon Valley/Santa Clara DMO (DMO), Inc.


We look forward to the opportunity to work with the DMO.

Yours very truly,

A handwritten signature in black ink that reads 'Katherine Yuen Krisch'. The signature is written in a cursive style with a horizontal line through the middle.

Katherine Yuen Krisch, CPA  
Partner

Enclosures



ACCOUNTING  
SERVICES  
PROPOSAL  
11.17.22

PREPARED FOR

**DISCOVER  
SANTA  
CLARA®**

Silicon Valley/Santa Clara DMO, Inc.  
Christine Lawson  
Chief Executive Officer  
Discover Santa Clara  
5001 Great America Parkway  
Santa Clara, CA 95054

Katherine Yuen Krisch, CPA, Partner  
3478 Buskirk Ave, Ste 215  
Pleasant Hill, CA 94523  
(925) 930-0902 (Phone)-(925) 930-0135 (Fax)  
katherinek@mazeassociates.com

**M MAZE**  
& ASSOCIATES

**Silicon Valley/Santa Clara DMO, Inc.  
Accounting Services Proposal**

**TABLE OF CONTENTS**

	<u>Page</u>
<b>TRANSMITTAL LETTER .....</b>	<b>1</b>
<b>FIRM QUALIFICATIONS AND EXPERIENCE</b>	
Overview .....	2
City and Town Clients.....	3
Special District and Authority Experience.....	6
Non-Profit Audit and Review Clients.....	8
External Quality Control Review/Peer Review.....	9
Peer Review Letter .....	10
<b>OUR PHILOSOPHY.....</b>	<b>12</b>
<b>STAFF QUALIFICATIONS AND EXPERIENCE</b>	
Resumes.....	12
<b>HOURLY RATES AND OTHER BILLABLE ITEMS</b>	
Hourly Rates.....	17
Other Billable Items.....	17
<b>SCOPE OF WORK.....</b>	<b>18</b>
<b>ESTIMATED FEES.....</b>	<b>19</b>
<b>REFERENCES .....</b>	<b>20</b>
<b>ATTACHMENT 1 .....</b>	<b>22</b>



November 17, 2022

Christine Lawson  
Chief Executive Officer  
Discover Santa Clara  
5001 Great America Parkway  
Santa Clara, CA 95054

Dear Christine,

We strongly believe that we can provide the Silicon Valley/Santa Clara DMO (DMO), Inc. the services you need and can further develop an excellent working relationship with you and your organization. We are quite certain we are the best qualified firm and we have summarized our reasons below:

- We are experts in governmental accounting and auditing. We can provide you with accounting assistance in the range of day-to-day operations, design of internal control, year-end closing, audit preparation, to implementation of new accounting pronouncements.
- The people assigned to your work were picked because of their depth of experience in the governmental accounting services.
- Our references--indeed, any of our present clients--will confirm we are your best choice.

Most important, **we are in business to help our clients succeed.** We use our professional skills to help you achieve your goals and avoid pitfalls and problems.

We have no doubt that we are the firm best qualified to perform this engagement. After you have analyzed our proposal and - most importantly - talked with our references, we are quite confident you will agree.

We look forward to working with you!

Yours very truly,

A handwritten signature in black ink that reads "Katherine Yuen Krisch". The signature is written in a cursive style with a horizontal line drawn through the middle of the name.

Katherine Yuen Krisch, CPA  
Partner

## FIRM QUALIFICATIONS AND EXPERIENCE

### **Overview**

We are a professional services corporation located in Pleasant Hill, California. We presently have over 60 employees, including fourteen California Certified Public Accountants. Thirty-five of our professional staff comprises our governmental sector staff, as our firm's emphasis is on governmental auditing and accounting. Several of our professional staff have national accounting firm experience, which we have blended with the more personal approach of a smaller firm.

**The majority of our clients** are municipal entities and we do this work twelve months of the year. Our clients include special districts, joint power authorities, towns, and cities of various sizes in Northern California.

**We have focused on municipalities since 1986.** We are active in GFOA, CSMFO and CMTA, and our Partners are speakers at CSMFO, CSDA and CMTA functions.

**We are in business to help our clients succeed.** We help you use the ever-growing tangle of accounting rules properly, but to your best advantage, by helping you keep out of trouble and helping you do the right thing. We stay in touch throughout the year to keep you abreast of municipal accounting developments and to help you avoid problems, instead of coming in afterwards to assess the damage.

Below is a list of government and nonprofits entities to which we have provided accounting services for in the last two years:

City of Albany	City of Martinez
Bolinas Community Public Utility District	City of Menlo Park
City of Campbell	Montara Water and Sanitary District
City of Clayton	City of Newark
Town of Colma	City of Novato
Contra Costa County	Pleasant Hill Chamber of Commerce
City of El Cerrito	City of Pleasanton
First Five Contra Costa	City of San Mateo
City of Hollister	City of Saratoga
Kensington Fire Protection District	Sewer Authority Mid-Coastside
Kensington Police Protection and Community Services District	Stinson Beach County Water District
Marin County In-Home Supportive Services Program	StopWaste

## FIRM QUALIFICATIONS AND EXPERIENCE (Continued)

### *City and Town Clients*

Besides accounting services, we audit many municipalities in California. Part of the services we provide to our audit clients is to assist them in preparing their annual financial statements.

The table below summarizes our most recent experience with audits of cities and towns:

Client Name	Scope of Work	Client Start Date	Annual Comprehensive Financial Report Submission	GFOA Award	Single Audit
<b>Population &gt; 100,000</b>					
Concord	Audits of City financial statements, Successor Agency, Healthcare District, Financing Authority, Single Audit	2019 - Present	✓ Yes	✓ Yes	✓ Yes
Daly City	Audit of City financial statements, Successor Agency, Single Audit, Transportation Development Act Audit, Transportation Measures, JPAs audits	1992 - Present	✓ Yes	✓ Yes	✓ Yes
Elk Grove	Audit of City financial statements and Single Audit	2017 - Present	✓ Yes	✓ Yes	✓ Yes
Hayward	Audit of City financial statements, Successor Agency, Single Audit, Transportation Development Act Audit, Transportation Measure, Financing Corporation Audit	2011 - Present	✓ Yes	✓ Yes	✓ Yes
Santa Clara	Audit of City financial statements, Successor Agency, Single Audit, Transportation Development Act Audit, Silicon Valley Power Audit	2012 - Present	✓ Yes	✓ Yes	✓ Yes
<b>Population &lt; 100,000</b>					
Alameda	Audit of City financial statements, Successor Agency, Single Audit, Transportation Development Act Audit, Transportation Measures	2018 - Present	✓ Yes	✓ Yes	✓ Yes
Atherton	Audit of Basic Financial Statements, Single Audit	2009 - Present	*	*	✓ Yes
Belmont	Audit of City financial statements, Successor Agency, Single Audit, Transportation Measures	1998 - Present	✓ Yes	✓ Yes	✓ Yes
Belvedere	Audit of City financial statements	2018 - Present	✓ Yes	✓ Yes	*
Benicia	Audit of City financial statements, Single Audit, Transportation Development Act Audit	2011 - Present	✓ Yes	✓ Yes	✓ Yes
Brentwood	Audit of City financial statements, Successor Agency, Single Audit, Transportation Development Act Audit	2007 - Present	✓ Yes	✓ Yes	✓ Yes
Brisbane	Audit of City financial statements, Successor Agency	2011 - Present	*	*	*
Burlingame	Audit of City financial statements, Single Audit, Transportation Development Act Audit,	2016 - Present	✓ Yes	✓ Yes	✓ Yes
Davis	Audit of City financial statements, Single Audit	2015 - Present	✓ Yes	✓ Yes	✓ Yes



**FIRM QUALIFICATIONS AND EXPERIENCE (Continued)**

Client Name	Scope of Work	Client Start Date	Annual Comprehensive Financial Report Submission	GFOA Award	Single Audit
Fairfax	Audit of Basic Financial Statements	2009 - Present	*	*	*
Half Moon Bay	Audit of City financial statements, Single Audit, Transportation Development Act Audit	2014 - Present	✓ Yes	✓ Yes	✓ Yes
Los Altos	Audit of City financial statements, Single Audit, Transportation Measure	2014 - Present	✓ Yes	✓ Yes	✓ Yes
Los Altos Hills	Audit of City financial statements and North County Library Authority, Single Audit, Transportation Development Audit	2016 - Present	✓ Yes	✓ Yes	✓ Yes
Manteca	Audit of City financial statements, Successor Agency, Single Audit, Financing Authority Audit	1986 - Present	✓ Yes	✓ Yes	✓ Yes
Martinez	Audit of City financial statements, Single Audit, Transportation Development Act Audit	2001 - Present	✓ Yes	✓ Yes	✓ Yes
Milpitas	Audit of City financial statements, Successor Agency, Single Audit, Transportation Development Act Audit, Financing Corporation Audit	1995 - Present	✓ Yes	✓ Yes	✓ Yes
Moraga	Audit of City financial statements, Successor Agency, Single Audit, Transportation Development Act Audit	2012 - Present	✓ Yes	✓ Yes	✓ Yes
Mill Valley	Audits of City Basic Financial Statements and Sewerage Agency of Southern Marin	2020 - Present	*	*	*
Morgan Hill	Audit of City financial statements, Single Audit, Transportation Development Act Audit	2015 - Present	✓ Yes	✓ Yes	✓ Yes
Oakley	Audit of City financial statements, Successor Agency, Single Audit	2000 - Present	✓ Yes	✓ Yes	✓ Yes
Orinda	Audit of City financial statements, Single Audit, Transportation Development Act Audit	2015 - Present	✓ Yes	✓ Yes	✓ Yes
Pacifica	Audit of City financial statements, Single Audit, Transportation Development Act Audit, Transportation Measure	2015 - Present	✓ Yes	✓ Yes	✓ Yes
Pittsburg	Audit of City financial statements, Successor Agency, Single Audit, Transportation Development Act Audit, Retirement Plan Audit	2011 - Present	✓ Yes	✓ Yes	✓ Yes
Portola Valley	Audit of Basic Financial Statements and Transportation Measure	2005 - Present	*	*	*
Redwood City	Audit of City financial statements, Successor Agency, Single Audit, Transportation Development Act Audit, Audit of Port of Redwood City, Audits of Joint Power Authorities	2019 - Present	✓ Yes	✓ Yes	✓ Yes
San Bruno	Audit of City financial statements, Single Audit, Transportation Development Act Audit	2016 - Present	✓ Yes	✓ Yes	✓ Yes
San Carlos	Audit of City financial statements, Successor Agency, Single Audit, Transportation Development Act	2016 - Present	✓ Yes	✓ Yes	✓ Yes
San Leandro	Audit of City financial statements, Successor Agency, Single Audit, Transportation Development Act Audit, Transportation Measures	2011 - Present	✓ Yes	✓ Yes	✓ Yes

**FIRM QUALIFICATIONS AND EXPERIENCE (Continued)**

Client Name	Scope of Work	Client Start Date	Annual Comprehensive Financial Report		
			Submission	GFOA Award	Single Audit
San Pablo	Audit of City financial statements, Successor Agency, Single Audit, Transportation Development Act Audit	1995 - Present	✓ Yes	✓ Yes	✓ Yes
San Rafael	Audit of City financial statements, Successor Agency, Single Audit	2007 - Present	✓ Yes	✓ Yes	✓ Yes
South San Francisco	Audit of City financial statements, Successor Agency, Single Audit, Transportation Development Act Audit, Transportation Measures	2004 - Present	✓ Yes	✓ Yes	✓ Yes
Sutter Creek	Audit of Basic Financial Statements, Single Audit	2015 - Present	*	*	✓ Yes
Turlock	Audit of Basic Financial Statements, Successor Agency, Single Audit, Transportation Development Act Audit, Financing Authority Audit, Abandoned Vehicle Abatement Program	2013 - Present	*	*	✓ Yes
Watsonville	Audit of the City financial statements, Single Audit	2017 - Present	✓ Yes	✓ Yes	✓ Yes

**FIRM QUALIFICATIONS AND EXPERIENCE (Continued)**

**Special District and Authority Experience**

The chart below shows our audit experience with Special Purpose Governments' audits.

Special Districts and Authority Clients	1st Year	Compliance Requirements	Single Audit/ Special Report
<b>FINANCING</b>			
Association of Bay Area Governments FAN	1997	X	
City of Rancho Cordova Financing Authority	2009	X	
Concord Joint Powers Financing Authority	1992	X	
Governments of Livermore Financing Authority	1991	X	
Hayward Public Financing Authority	1996	X	
Manteca Financing Authority	1991	X	
Milpitas Public Financing Authority	1995	X	
Palo Alto Public Financing Corporation	1998	X	
Richmond Joint Powers Financing Authority	2005	X	
<b>HOUSING</b>			
Napa Valley Housing Authority	2000	X	X
Napa Housing Authority	2000	X	X
Richmond Housing Authority	2005	X	X
Suisun Housing Authority	2007	X	X
Vallejo Housing Authority	2004	X	X
<b>PUBLIC SAFETY</b>			
Belmont Fire Protection District	1998		X
East Contra Costa Fire Protection District	2011		
Menlo Park Fire Protection District	2009		X
Net Six Joint Powers Authority (Dispatch services)	1998	X	
Novato Fire Protection District	2013		
Rodeo-Hercules Fire Protection District	2009		X
Ross Valley Fire Department	2013		
Ross Valley Paramedic Authority	1991	X	
San Mateo Pre-Hospital Emergency Svcs. Providers Group	2000	X	X
San Ramon Valley Fire Protection District	2000	X	X
South County Fire Authority	1998	X	X
South San Mateo Police Joint Powers Authority	2000	X	
Twin Cities Police Authority	1991	X	
<b>RECREATION AND OTHER</b>			
Association of Bay Area Governments	1997	X	X
Contra Costa Mosquito and Vector Control District	2008		
East Bay Regional Park District	1987	X	X
Livermore Area Recreation and Park District	1989	X	X
Manteca Recreational Facilities Authority	1986	X	
Marin-Sonoma Mosquito and Vector Control District	2013		
Silicon Valley Animal Control Authority	2001		
West Contra Costa Integrated Waste Management Authority	2019		
<b>RISK MANAGEMENT</b>			
Association of California Water Agencies JPIA	2009		
Association of Bay Area Governments PLAN	1997		
Association of Bay Area Governments SHARP	1997		
California Joint Powers Risk Management Authority	1993		
Redwood Empire Municipal Insurance Fund	2013		
Small Cities Organized Risk Effort	2009		



**FIRM QUALIFICATIONS AND EXPERIENCE (Continued)**

TRANSPORTATION			
Alameda Contra Costa County Transit Authority	2010	X	X
Alameda County Transportation Improvement Authority	2010	X	X
City/County Association of Governments	2005	X	X
Contra Costa Transportation Authority	2003	X	X
Eastern Contra Costa Transit Authority	2012	X	X
Livermore/Amador Valley Transportation Authority	1994	X	X
Measure J Traffic Congestion Relief Agency (TRAFFIX)	2012		
Peninsula Corridor Joint Powers Board	2010	X	X
Peninsula Traffic Congestion Relief Alliance	2001	X	X
Ralston/Holly /Harbor Grade Separation Projects	1998	X	X
San Francisco Bay Area Water Emergency Transit Auth.	1997	X	X
San Mateo County Transit District	2010	X	X
San Mateo County Transportation Authority	2010	X	
Solano Transportation Authority	2004	X	X
Sonoma-Marin Area Rail Transit District (SMART)	2017	X	X
West Contra Costa Transportation Authority Commission	1995	X	
UTILITY			
Alameda Municipal Power	1990	X	
Bay Area Clean Water Agencies	2005		
Bethel Island Municipal Improvement District	2007		
Calaveras County Water District	2004		X
California Association of Sanitation Agencies (Non-profit)	2005		
Central Contra Costa Sanitary District	2013		
Coastside County Water District	1993	X	X
Contra Costa Water District	2002		X
Contra Costa Solid Waste Authority	1993	X	X
Diablo Water District	2014		
Dublin San Ramon Services District	1999	X	X
DSRSD/EBMUD Recycled Water Authority	2005		
East Bay Dischargers Authority	2015		
East Bay Municipal Utility District	2005	X	X
East Palo Alto Sanitary District	2013	X	
El Dorado Irrigation District	2007	X	X
Fairfield Suisun Sewer District	2000		
Freeport Regional Water Authority	2005		
Livermore-Amador Valley Water Management Agency	1987		X
Mid-Peninsula Water District	2006		
Novato Sanitary District	2013		X
Palo Alto Regional Water Quality Control Plant	1998	X	X
Placer County Water Authority	2005		X
Sacramento Suburban Water District	2020		
Santa Clara Valley Water District	2004		
Sausalito-Marin City Sanitary District	2011		
Silicon Valley Power	2012		
Skyline County Water District	1992		
Solano Irrigation District	2006		
South Bay System Authority	1998	X	
South Bay Transfer Station Authority	1997	X	
South San Joaquin Irrigation District	2004		
South Placer Wastewater Authority	2001	X	
Stanislaus Waste-to-Energy	2005		
Stinson Beach County Water District	2011	X	
Tri-Valley Wastewater Authority	1990		
Union Sanitary District	2000		
Upper Mokelumne River Watershed Authority	2005		
Vallejo Sanitation and Flood Control District	2016		
West Valley Sanitation District	2004		
Zone 7 Water Agency	2010	X	X

## FIRM QUALIFICATIONS AND EXPERIENCE (Continued)

### *Non-Profit Audit And Review Clients*

Over the years, our clients have included an extensive list of non-profit Organizations. We have prepared the tax information forms (Forms 990, 199 & RRF-1) for almost all of our audit clients. Our major non-profit clients, which include past and present clients, are listed below:

1155 Market Street QALICB	Hispanics in Philanthropy
Active Reading Clinic	Horses on Death Row
AFSACK	House Rabbit Society
Alameda County Fairgrounds	Human & Civil Rights Organization of America
Alameda County Mayor's Conference	Independent Charities of America
Animal Charities of America	International AIDS Society
Animal Spay Neuter International	Jamestown Community Center
Assistance League of Diablo Valley	Jewish Charities of America
BALANCE	K to College
Bay Area Stormwater Mgt Agencies Association	Kids for the Kingdom
Berkeley City Club Conservancy	Lafayette War Veterans
Black Charities of America	Las Trampas, Inc.
Books for the Barrios	Lighthouse for the Blind
Boys & Girls Club of the Coastside	Loaves & Fishes of Contra Costa
Boys & Girls Clubs of San Mateo County	Local Animal Charities of America
Breakthrough Collaborative	Local Independent Charities of America
California Agricultural Commissioners & Sealers Association	Local Independent Charities of Minnesota
California Judges Association	Local Independent Charities of Texas
California Judges Foundation	Love Never Fails
Cancer in the Family Relief Fund	Match-Two Prisoner Outreach
CancerCURE of America	Meals on Wheels Diablo Region
Canine Wounded Heroes	Mid Market Community Benefit District
Catholic Services Organizations of America	Military Support Group
Cats on Death Row	Mission Graduates
Center for Excellence in Nonprofits	Monument Crisis Center
Center for Human Development	Monument Impact
Center for Independent Living	Mountain View Transportation Management Agency
Central Market Community Benefit District	National Ranger Memorial Foundation
Charities under 1% Overhead	Newark Betterment Corporation
Charities under 5% Overhead	Nhat Hong Foundation
Children's AIDS Fund International	Noe Valley Community Benefit District
Children's Charitable Alliance	Northern California Family Center
Children's Charitable Alliance of Texas	Palo Alto Community Fund
Children's Charities of America	Partners in School Innovation
Children's Health Foundation	Public Employees Emergency Relief
Children's Medical Research Charities of America	Pure Works Foundation
Civic Center Community Benefit District	Real Options for City Kids



## FIRM QUALIFICATIONS AND EXPERIENCE (Continued)

### *Non-Profit Audit And Review Clients (Continued)*

Clausen House	Regional Administrative Facility Corporation
College Kids, Inc.	Regional Parks Foundation
Community Legal Services of East Palo Alto	Richmond Art Center
Computer-Using Educators, Inc.	Samoan Community Development Center
Concord Child Care Center, Inc.	San Francisco Organizing Project
Conservation & Preservation Funds of America	San Francisco Urban Services Project
Contact Care Center	San Mateo County Community Colleges Foundation
Contra Costa Christian Schools	San Pablo Economic Development Corporation
Contra Costa Crisis Center	Sequoia Hospital Foundation
Daly City Peninsula Partnership Collaborative	Silicon Valley Education Foundation
Diablo Regional Arts Association	SoMa West Community Benefit District
Diversity in Health Training	Sonoma County Tourism Bureau
Do Unto Others	Special Ops Survivors
Dogs on Death Row	Sports Charities USA
Educate America	St. Vincent de Paul Society
Education Pioneers	STS Academy
Educational Chance Management, Inc.	Sudden Oak Death Research Foundation
Emeryville Transportation Management Agency	SupplyBank.Org
Eviction Defense Collaborative	The Arc-Solano
Family Paths, Inc.	The Danny Foundation
Family Works	The Rose Foundation
Fighting Back Partnership	The Wellness Community—SF East Bay
Food Bank of Contra Costa and Solano	United Worker's for the United Way
Friends of the Orinda Library	Vallejo Golf Club, Inc.
Futures Explored, Inc.	VESTIA Inc.
Habitats for Dogs and Cats	Volunteer Center of the East Bay
Health and Medical Research Charities of America	Walnut Creek Chamber of Commerce
Healthcare and Medical Research Alliance	Walnut Creek Christian Schools Society
Hemophilia Foundation of Northern California	Walnut Creek Library Foundation
Hillside Covenant Church	Wild Animals Worldwide
Hispanic & Latino Charities of America	Woodbridge Children's Center

### *External Quality Control Review/Peer Review*

We are members of the Quality Review Program of the AICPA, which means we subject ourselves to a peer review of our workpapers and quality control procedures every three years by independent accountants specializing in such work. **Our most recent peer review was completed in 2021; we again received a rating of pass, the highest level of assurance possible.** A copy of our most recent peer review opinion is located at the end of this proposal.

We have not had any Federal or State desk review or field review during the past 3 years. In addition, there has not been any disciplinary action taken or pending against us with state regulatory bodies or professional organization during the past 3 years.

*Peer Review Letter*



www.CoughlanNapaCPACo.com  
Company@CoughlanNapaCPACo.com

**Report on the Firm's System of Quality Control**

February 9, 2021

To Maze & Associates Accountancy Corporation and the Peer Review  
Committee of the California Society of CPAs

We have reviewed the system of quality control for the accounting and auditing practice of Maze & Associates Accountancy Corporation (the firm) in effect for the year ended May 31, 2020. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at [www.aicpa.org/prsummary](http://www.aicpa.org/prsummary). The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

**Firm's Responsibility**

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

**Peer Reviewer's Responsibility**

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

190 Camino Oruga, Suite 1 • Napa, CA 94558 • telephone: 707.255.0677 • fax: 707.255.0687  
Member: American Institute of CPAs • California, Hawaii, & Oregon Societies of CPAs

*Peer Review Letter (Continued)*

**Required Selections and Considerations**

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

**Opinion**

In our opinion, the system of quality control for the accounting and auditing practice of Maze & Associates Accountancy Corporation in effect for the year ended May 31, 2020, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Maze & Associates Accountancy Corporation has received a peer review rating of *pass*.

*Coughlan Napa CPA Company, Inc.*

Coughlan Napa CPA Company, Inc.



## OUR PHILOSOPHY

Our mission statement is that “**we are in business to help our clients succeed**”. We understand the stress that an organization faces when a key finance employee departs. Very often, it takes several months for an organization to fill the vacancy while critical tasks are delayed or left unperformed. Our goal is to do all we can to minimize the impact these departures have on the organization’s operation. We achieve this by first bringing all essential tasks up to date, then by continuing to perform these tasks during the transitional period, and finally training the replacement employee once onboard. In addition, we also serve as a resource to our clients. If during our engagement, we see any areas of improvement or the need to implement new accounting pronouncements, we will be happy to assist in those areas.

## STAFF QUALIFICATIONS AND EXPERIENCE

Our team assigned to your work will include Katherine Yuen, CPA, as Engagement Partner, Maria Munoz as Manager, and Hash Sadat as Associate. Hash will perform the day-to-day functions while Maria will act as a project manager. Katherine will provide technical support when necessary.

### *Resumes*

Their resumes are as follows:



**KATHERINE YUEN KRISCH, CPA, Partner** – Katherine has been with Maze & Associates since 1996. Over the years, she has taught classes both externally and internally on topics including GASB Statements implementation, auditing techniques under the *Government Auditing Standards*, and internal controls environment. She currently serves on the Governmental Accounting and Auditing Committee of the California Society of Certified Public Accountants, which provides practical guidance to CPAs in the area of governmental accounting and auditing in an effort to improve the quality of financial reporting on governmental entities. She is also a member of the American Institute of Certified Public Accountants and the California Society of Certified Public Accountants. She holds a Bachelor of Science degree in Business Administration from the University of California, at Berkeley. She is a Certified Public Accountant in the State of California. Her relevant municipal experience includes:

City of Alameda  
Alameda Mayors’ Conference  
Alameda Power and Telecom  
Alameda Reuse and Redevelopment Authority  
Association of Bay Area Governments  
Town of Atherton  
Bay Area Air Quality Management District  
City of Belmont  
City of Benicia  
City of Campbell  
City of Concord  
Central Contra Costa County Solid Waste Authority  
City of Daly City

City of Milpitas  
City of Monterey  
Town of Moraga  
City of Mountain View  
City of Napa  
City of Newark  
Novato Fire Protection District  
City of Orinda  
City of Oxnard  
City of Pacifica Child Development Program  
City of Palo Alto  
City of Petaluma  
City of Pinole

**STAFF QUALIFICATIONS AND EXPERIENCE (Continued)**

***Katherine Yuen Krisch, CPA (Continued)***

- |                                             |                                              |
|---------------------------------------------|----------------------------------------------|
| City of Davis                               | City of Pleasant Hill                        |
| City of Dublin                              | City of Rancho Cordova                       |
| East Bay Recreation and Park District       | City of Roseville                            |
| El Dorado Irrigation District               | Ross Valley Fire Protection Department       |
| City of Emeryville                          | City of San Carlos                           |
| Town of Fairfax                             | City of San Leandro                          |
| City of Galt                                | City of San Mateo                            |
| City of Hayward                             | City of San Rafael                           |
| Kentfield Fire Protection District          | City of San Rafael Child Development Program |
| City of Lafayette                           | City of San Ramon                            |
| Town of Larkspur                            | San Ramon Valley Fire Protection Agency      |
| City of Lathrop                             | City of Sausalito                            |
| Livermore Area Recreation and Park District | Small Cities Organized Risk Effort (SCORE)   |
| City of Los Altos                           | City of South Lake Tahoe                     |
| City of Los Banos                           | South Placer Wastewater Authority            |
| Town of Los Gatos                           | City of South San Francisco                  |
| City of Manteca                             | City of Tracy                                |
| City of Martinez                            | City of Walnut Creek                         |
| City of Millbrae                            | City of Woodland                             |



**MARIA MUNOZ, Manager** – graduated from St. Mary’s College in 2012 with a Bachelor of Science Degree in Accounting. Maria started at Maze as an auditor advancing to the supervisory level when she oversaw audit fieldworks and report preparations. In 2017, Maria transitioned into the accounting services sector due to her desire to help her clients beyond what is allowed for an external auditor.

Her accounting services experience includes:

<b>Clients:</b>	<b>Duties:</b>
<ul style="list-style-type: none"> <li>• City of Albany</li> </ul>	<ul style="list-style-type: none"> <li>• Reviewed grant expenditures to ensure compliance with funding agency requirements</li> <li>• Assisted capital assets module implementation</li> </ul>
<ul style="list-style-type: none"> <li>• Bolinas Community Public Utility District</li> </ul>	<ul style="list-style-type: none"> <li>• Prepared year-end schedules and closing entries for audits</li> </ul>



**STAFF QUALIFICATIONS AND EXPERIENCE (Continued)**

***Maria Munoz (Continued)***

<ul style="list-style-type: none"> <li>• City of Campbell</li> </ul>	<ul style="list-style-type: none"> <li>• Assisted in the preparation of the annual budget</li> <li>• Reviewed bi-weekly and special payroll calculations</li> <li>• Recommended and implemented procedures to improve timeliness and reporting, and to strengthen internal controls of the payroll cycle</li> </ul>
<ul style="list-style-type: none"> <li>• Town of Colma</li> </ul>	<ul style="list-style-type: none"> <li>• Prepared monthly bank reconciliations and investment reconciliations</li> <li>• Maintained fixed asset records</li> <li>• Prepared year-end schedules and closing entries for audits</li> </ul>
<ul style="list-style-type: none"> <li>• First 5 Contra Costa</li> </ul>	<ul style="list-style-type: none"> <li>• Reviewed quarterly financial reports</li> <li>• Reviewed bank reconciliations</li> <li>• Reviewed year-end schedules and closing entries for audits</li> </ul>
<ul style="list-style-type: none"> <li>• In-Home Supportive Services Public Authority of Marin</li> </ul>	<ul style="list-style-type: none"> <li>• Prepared year-end schedules and closing entries for audits</li> </ul>
<ul style="list-style-type: none"> <li>• Montara Water and Sanitary District</li> </ul>	<ul style="list-style-type: none"> <li>• Reviewed monthly bank reconciliations</li> <li>• Prepared monthly financial statements for Board of Director's Meetings</li> <li>• Prepared year-end schedules and closing entries for audits</li> </ul>
<ul style="list-style-type: none"> <li>• City of Napa</li> </ul>	<ul style="list-style-type: none"> <li>• Performed reconciliations of bank accounts and brought them current</li> <li>• Reconciled capital projects balances. Performed close-out accounting for capital projects</li> <li>• Organized grant files to prepare for a FEMA oversight grant audit</li> </ul>
<ul style="list-style-type: none"> <li>• City of Newark</li> </ul>	<ul style="list-style-type: none"> <li>• Prepared year-end schedules and closing entries for audits</li> </ul>
<ul style="list-style-type: none"> <li>• City of San Mateo</li> </ul>	<ul style="list-style-type: none"> <li>• Prepared year-end schedules and closing entries for audits</li> </ul>
<ul style="list-style-type: none"> <li>• Sewer Authority Mid-Coastside</li> </ul>	<ul style="list-style-type: none"> <li>• Prepared year-end schedules and closing entries for audits</li> <li>• Assisted with the preparation of Annual Comprehensive Financial Report (ACFR)</li> </ul>
<ul style="list-style-type: none"> <li>• StopWaste</li> </ul>	<ul style="list-style-type: none"> <li>• Recalculated payroll benefits to ensure accuracy</li> <li>• Provided technical support for the payroll process</li> </ul>

**STAFF QUALIFICATIONS AND EXPERIENCE (Continued)**

***Maria Munoz (Continued)***

In addition, Maria has performed auditing services for the following entities:

City of Alameda	City of Oakley
Association of California Water Agencies	City of Orinda
Alameda-Contra Costa Transit District	Pacifica Child Care
Association of Bay Area Governments	Pajaro Valley Fire Protection District
City of Brentwood	City of Petaluma
City of Campbell Accounting Services	City of Pittsburg
City of Concord	Placer County Water Agency
Contra Costa Water District	Regional Administrative Facility Corporation
City of Cupertino	City of Rancho Cordova
City of Cupertino Accounting Services	City of Richmond
City of Daly City	Richmond Housing Authority
City of Davis	City of Roseville
Dublin San Ramon Services District	Roseville Child Care
City of East Palo Alto	Sam Trans
County of El Dorado	City of San Carlos
Town of Fairfax	City of San Pablo
Town of Moraga	City of San Rafael
City of Galt	San Rafael Child Care
City of Hayward	City of Santa Clara
City of Larkspur	Santa Clara County Central Fire Protection District
City of Livermore	City of Sausalito
City of Manteca	Sonoma County Open Space District
City of Mountain View	City of Sutter Creek
City of Napa	City of Vallejo
City of Napa Accounting Services	City of Visalia
Novato Fire Protection District	City of Waterford
Novato Sanitary District	City of West Sacramento

## STAFF QUALIFICATIONS AND EXPERIENCE (Continued)

**Hash Sadat, Associate** – Hash graduated from Kardan University in Afghanistan in 2015 with a bachelor's degree in business administration. In 2019, he received an advance diploma in Accounting and Business from Association of Chartered Certified Accountants, London, UK. Prior to joining Maze in 2022, he worked as a full charge bookkeeper in the private industry. He has extensive experience in QuickBooks.

His summary of skills include:

- Converted a paper accounting system to a sophisticated QuickBooks accounting system.
- Accomplished innovative team performance workflow improvements resulting in increased work efficiency by 1 ½ months via staff retraining.
- Skilled in purchasing, procurement and contract negotiations.

Below is his professional experience:

### **Full Charge Bookkeeper July 2021 to October 2022**

Connected Transportation Partners Inc. Oakland CA, USA

- Managed accounts payable using QuickBooks
- Handled accounts payable for separate entities and vendors
- Established and maintained relationships with new and existing vendors
- Ensured bills and payroll are paid in a timely and accurate manner while adhering to departmental procedures
- Processed due invoices for payments
- Processed transactions and performed accounting duties such as account maintenance, recording entries and reconciling books of accounts
- Checked on the clock software timecards for accuracy
- Processed paper checks for distribution
- Processed wage garnishments
- Adjusted pay for raises bonuses and commission
- Processed biweekly payroll through GUSTO software
- Advised colleagues and executive management on decisions related to the company's finances.
- Analyzed financial data and provide forecasting support.
- Evaluated current and previous financial data.
- Prepared reports and projections based on financial data.
- Ensured the confidentiality and security of files and filing systems
- Prepared financial reports and producing activity statements in QuickBooks online and monitor accounts



## STAFF QUALIFICATIONS AND EXPERIENCE (Continued)

### Project Manager/Finance Manager January 2019 to June 2021

Ariana Professional Logistics Services, Afghanistan

- Created and implemented an accurate QuickBooks accounting system to replace a paper system and trained staff to operate it.
- Reduced project completion times by 1 ½ months by an expedited workflow plan with improved communications.
- Maximized revenue and team performance and keep project on-task to achieve subcontract and contractor targets.
- Supervised 3 teams of employees.
- Coordinated innovative strategies documenting assets, liabilities, debt, and credit in a general ledger to and boost long-term profitability.
- Managed purchasing and procurement including evaluation of bids and proposals, approvals, rejections and adjustments.

### Teller/ Bank Associate April 2015 to November 2015

Afghan United Bank, Afghanistan

- Handled national and international transactions such as cash withdrawals, deposits, utility payments, Western Union transfers, etc.
- Reconciled paperwork and accounts.

## HOURS RATES AND OTHER BILLABLE ITEMS

### *Hourly Rates*

Below please find the billing rates of our core team members. In addition, from time to time, other professionals of our firm may assist in the engagement. Their billing rates are as follows:

Staff Level	Calendar Year 2023 Hourly Rates
<b>Maria Munoz</b>	<b>\$179</b>
<b>Hash Sadat</b>	<b>\$100</b>
<u>Other Professionals</u>	
Partner	\$368
Manager	\$184 to \$226
Supervisor	\$142 to \$173
Senior Associates	\$110 to \$137
Associates	\$89 to \$105

### *Other Billable Items*

In addition to the hourly rates, we will also bill mileage incurred as a result of our staff member driving to and from the DMO. We follow the IRS standard mileage rate as that is what we reimburse our staff. The 2022 IRS standard mileage rate is 58.9 cents per mile.

## SCOPE OF WORK

The following scope of work is developed based on the information provided to us during our meeting with DMO and the City of Santa Clara on November 7, 2022

### ***PHASE 1: Restructure general ledger and prepare for fiscal years 2019-20, 2020-21 and 2021-22 audits***

1. With the input of management, we will review DMO's general ledger/chart of accounts, accounting environment, and structure. We will also review any organization specific policy and procedure manuals that dictate best practices over financial data.
2. Redesign the chart of account to ensure that DMO's financial system is capable of producing reports by classes (Administration, City Administration Fees, Contingency, Convention Sales, Incentives & Services, and Marketing & Communications) for monthly reporting as well as by three expense categories (Program Services, Management & General, and Fundraising) for tax reporting purposes.
3. We will prepare year-end closing for the three fiscal years.
4. We will serve as the lead for DMO's the three fiscal years.

### ***PHASE 2: Monthly accounting services and year-end closing for fiscal year 2022-23***

1. We will integrate DMO's Board approved budgets for fiscal year 2022-23 into the general ledger so that budget-to-actual statements can be generated on a monthly, as well as year to date basis. Going forward, maintain budget data in the general ledger.
2. We will maintain DMO's financial records, process payroll transactions, and perform monthly bank reconciliation.
3. We will prepare DMO's monthly financial statements for the purpose of Board agenda package submittal
4. We will prepare year-end closing for the fiscal year.
5. We will serve as the lead for DMO's the fiscal year audit.

### ***PHASE 3: Make recommendations for proper internal control and assist in transition of financial functions from the City of Santa Clara to DMO***

1. We will gain an understanding of the DMO's current procedures and make recommendations if appropriate. If not currently written, draft DMO's financial policies.
2. We will assist the transition of the accounting payable functions from the City to DMO, by setting up appropriate accounting in QuickBooks.

## SCOPE OF WORK (Continued)

### **PHASE 4: Future fiscal years (annually)**

We will perform similar functions for Phase 2 as follows:

1. We will integrate DMO's Board approved budget for the fiscal year into the general ledger so that budget-to-actual statements can be generated on a monthly, as well as year to date basis.
2. We will maintain DMO's financial records, process payroll transactions, and perform monthly bank reconciliation.
3. We will prepare DMO's monthly financial statements for the purpose of Board agenda package submittal
4. We will prepare year-end closing for the fiscal year.
5. We will serve as the lead for DMO's the fiscal year audit.

In addition,

6. We will process the DMO's accounts payable transactions.

## ESTIMATED FEES

The estimated hours on the attached Proposed Engagement Segments and Time Estimate Services are developed based on the Scope of Work on the previous section. We are projecting the following cost based on our Calendar Year 2023 Hourly Rates. However, the actual cost of the services proposed for Phases 3 and 4 will be billed base on the billing rates of the year the services take place.

### **Phase 1:**

Task 1: Restructure the DMO's general ledger

- Fee estimate: \$2,500 to \$3,800, non-recurring

Task 2: Redesign chart of accounts

- Fee estimate: \$2,500 to \$3,800, non-recurring

Task 3: Year-end closing for the last three fiscal years

- Fee estimate: \$5,700 to \$8.600, non-recurring

Task 4: Support annual audits for the last three fiscal years

- Fee estimate : \$1,900 to \$2,800, non-recurring



## ESTIMATED FEES (Continued)

### Phase 2, for fiscal year 2022-23:

Task 1: Integrate into and maintain budget data in the DMO's financial system (QuickBooks)

- Fee estimate: \$700 to \$900 annually

Task 2: Monthly bookkeeping, payroll processing and bank reconciliations

- Fee estimate: \$1,800 to \$2,200 per month

Task 3: Prepare monthly Board agenda package

- Fee estimate: \$500 to \$700 per month

Task 4: Prepare year-end closing

- Fee estimate: \$2,800 to \$3,500 annually

Task 5: Serve as audit lead

- Fee estimate: \$1,400 to \$1,700 annually

### Phase 3:

Task 1: Make internal control recommendations and draft financial policies

- Fee estimate : \$5,700 to \$8,600, non-recurring

Task 2: Assist in transition of accounts payable functions from the City to DMO

- Fee estimate : \$1,300 to \$2,000, non-recurring

### Phase 4:

Task 1: Integrate into and maintain budget data in the DMO's financial system (QuickBooks)

- Fee estimate: \$700 to \$900 annually

Task 2: Monthly bookkeeping, payroll processing and bank reconciliations

- Fee estimate: \$1,800 to \$2,200 per month

Task 3: Prepare monthly Board agenda package

- Fee estimate: \$500 to \$700 per month

Task 4: Prepare year-end closing

- Fee estimate: \$2,800 to \$3,500 annually

Task 5: Serve as audit lead

- Fee estimate: \$1,400 to \$1,700 annually

Task 6: Processing accounting payable transactions

- Fee estimate: \$800 to \$900 per month

## REFERENCES

### *References*

We have selected the clients below as references because they have some similarities with the DMO and/or the people assigned to your engagement have played important parts in these engagements. However, we encourage you to call any of our clients for a reference.

#### ***Sewer Authority Mid-Coastside***

Kishen Prathivadi, P.E, PMP, General Manager  
(650)726-0124, [kishen@samcleanswater.org](mailto:kishen@samcleanswater.org)

#### ***Bolinas Community Public Utility District***

Jennifer Blackman, General Manager  
(415) 868-1224, [jblackman@bcpud.org](mailto:jblackman@bcpud.org)

**ATTACHMENT 1**

**Silicon Valley/Santa Clara DMO, Inc.  
Proposed Engagement Segments  
and Time Estimate Services**

Activity	Number of Hours		
	Maria	Hash	Total
<b>Phase 1</b>			
Task 1: Restructure the DMO's general ledger, one-time	4.00	24.00	28.00
Task 2: Redesign chart of accounts, one time	4.00	24.00	28.00
Task 2: Year-end closing for the last three fiscal years, one-time	4.00	64.00	68.00
Task 3: Support annual audits for the last three fiscal years, one-time	4.00	16.00	20.00
<b>Phase 2</b>			
Task 1: Integrate into and maintain budget data into the DMO's financial system (QuickBooks), annually		8.00	8.00
Task 2: Monthly bookkeeping, payroll processing and bank reconciliations, per month	2.00	16.00	18.00
Task 3: Prepare monthly Board agenda package per month	1.00	4.00	5.00
Task 4: Prepare year-end closing, annually	4.00	24.00	28.00
Task 5: Serve as audit lead, annually	4.00	8.00	12.00
<b>Phase 3</b>			
Task 1: Make internal control recommendations and draft financial policies, one-time	40.00		40.00
Task 2: Assist in transition of accounts payable functions from the City to DMO, one-time		16.00	16.00
<b>Phase 4</b>			
Task 1: Maintain budget data into the DMO's financial system (QuickBooks), annually		8.00	8.00
Task 2: Monthly bookkeeping, payroll processing and bank reconciliations, per month	2.00	16.00	18.00
Task 3: Prepare monthly Board agenda package per month	1.00	4.00	5.00
Task 4: Prepare year-end closing, annually	4.00	24.00	28.00
Task 5: Serve as audit lead, annually	4.00	8.00	12.00
Task 6: Processing accounting payable transactions, per month		8.00	8.00

Title: Director of Marketing (DOM)	Version Number: 1	Page: 1 of 5
	Board Approval Date: TBA	Author: DSC President & CEO

**DRAFT**

**Job Description:**

**Director of Marketing (DOM)**

**Job Title:**

Director of Marketing

**Reports to:**

President & CEO

**Classification:**

Full Time, Exempt

**Approved By:**

President & CEO

**Discover Santa Clara Background**

Discover Santa Clara is a destination management organization (DMO) for the city of Santa Clara, CA. and is a private, not for profit, 501 C (6) organization with a 13-member board of directors. We have been in place since 2019 and while we have a solid foundation, we are still in a start-up phase and are eager to add team members that want to be part of building a strong, rewarding, highly regarded and productive team.

**Position Summary**

We are looking for a high energy, bold, positive, creative, innovative, and collaborative marketing leader who is focused on the development of diverse strategies to gain exposure for the city of Santa Clara and our partners to include, but not limited to; creation and implementation of Discover Santa Clara’s marketing plan, social media campaigns to grow followers, develop targeted ad campaigns, drive lead volume, execute Email campaigns for tradeshow, and other promotional efforts to grow exposure and revenue. The marketing leader should be continually looking for ways to evolve our marketing approach to meet both short-term and longer-term needs for the DMO. This individual possesses a direct yet approachable communication style and is committed to cultivating an environment of trust, respect, mentorship, and ingenuity to ensure that we are always at the top of our game and viewed as a first-choice destination. This person is about hard work, collaboration, and FUN to ensure that the team feels comfortable in sharing thoughts and ideas from a marketing perspective.

The Director of Marketing (DOM) is an integral member of the team responsible for overseeing all marketing efforts and strategy for the Silicon Valley/Santa Clara DMO, Inc. and for promoting Santa Clara as a destination for meetings, conventions, and leisure travel. This individual will manage the DMO’s Marketing Agency of Record in addition to other marketing partners and will work collaboratively with the CEO and Director of Sales to ensure achievement of established KPI’s and executing seasonal campaigns to support need times for our partners and the City of Santa Clara. This position will play an active role in working with California Travel & Tourism organizations such as Visit California and CalTravel to partner/exploit opportunities for Santa Clara. The Director of Marketing will also collaborate with the Santa Clara Convention Center leadership team specific to marketing strategies that will enhance exposure of the Center and the City. This position monitors performance of marketing efforts, provides counsel, training, and mentorship necessary for the team to align on focus.

This position represents the DMO in all professional interactions and collaborates regularly with Oak View Group, Levy Restaurants, the City, members of the TID hotels and the tourism community. All responsibilities assigned will be based on the direction and goals of the Silicon Valley/Santa Clara DMO, Inc., CEO and Board of Directors.

Title: Director of Marketing (DOM)	Version Number: 1	Page: 2 of 5
	Board Approval Date: TBA	Author: DSC President & CEO

## **JOB DUTIES AND RESPONSIBILITIES**

The following is intended as general examples of the duties of this position and are not all-inclusive for specific positions. Other reasonable duties may be assigned.

- Collaborative engagement with the following entities (key partners) to initiate, collaborate and fulfill all marketing initiatives:
  - DMO CEO
  - Oak View Group sales team and General Manager
  - Levy's (Center Food & Beverage provider) sales team
  - The City of Santa Clara
  - The Tourism Improvement District (TID) lodging businesses
- Development and execution of annual marketing plan, KPI's and strategy while ensuring the balance and integration of partner needs where applicable.
- Build and manage DMO marketing budget.
- Set the standard for a highly visible, dynamic, productive, and ever-evolving marketing division and top producing initiatives.
- Assess marketing and positioning needs to support the DMO and its partners.
- Develop and manage marketing program performance, reporting and forecasting system to monitor and track impact, results, trends, and areas where the DMO needs to pivot.
- Provide leadership, direction, and mentorship to further the development and growth of the DMO's marketing program.
- Develop, and implement integrated marketing processes and procedures within the department and across the DMO, including best practices.
- Management of Email, marketing Ads, social media strategy and content. Ensure infusion of unique DMO brand features, voice, and relevance to specific customer group/market specific needs.
- Performing market research to identify trends to include gaining knowledge of competitors' marketing initiatives.
- Collaborate with key discipline leaders to identify marketing opportunities to drive sales leads, exposure and public relation opportunities through targeted publications and campaigns.
- Direct oversight of online group partnerships to enhance DMO/Convention Center positioning, lead generation and revenues.
- Monitor and communicate industry trends with key disciplines to leverage DMO's advantage.
- Support of DMO and partners through:
  - Implementation of unique marketing campaigns to key accounts, market segments and meeting planners to increase awareness and business opportunities.
  - Gathering of market knowledge/trends to inform future strategy.
  - Collaboration in creation and execution of DMO customer/promotional events including tradeshows.
- Representing the DMO and forming strategic partnerships with media.

Title: Director of Sales (DOM)	Version Number: 1	Page: 3 of 5
	Board Approval Date: TBA	Author: DSC President & CEO

- Deep understanding of the DMO’s Email Marketing Platform, ACT-ON to ensure proper usage and marketing data integration into the CRM (Simpleview), to provide accurate, efficient, and timely records including all aspects of results of Email marketing activity.
- Identify and develop new market opportunities to pro-actively target.
- Attend DMO client events, and relevant meetings/community activities as required.
- Work cooperatively to develop marketing materials for sales team.
- Work with industry groups and peers to benchmark and track local industry trends and DMO marketing effectiveness relative to key competitors.
- On-going reporting of marketing efforts and results to the CEO and to the Board of Directors.
- Serve on industry committees and boards when appropriate and maintain membership in targeted industry organizations.

### **MINIMUM QUALIFICATIONS/EDUCATION AND EXPERIENCE**

- Bachelor’s degree in related field preferable.
- Minimum of seven (7) years of experience in marketing role. Experience in hospitality, events, or tourism preferable.
- Minimum of three (3) years of experience supervising, developing, and managing staff.
- Experience in marketing, automated account management (CRM) systems, budgeting, and business planning.

### **LICENSE**

- Possession of a valid California Class C driver’s license is required at the time of appointment and for the duration of employment.

### **OTHER REQUIREMENTS**

- May be opportunity to work remotely and in office. Thrives in fast-paced environment.
- Desire for continued business development and self-improvement.
- Exceptional analytical skills.
- Ability to prioritize and manage multiple projects/responsibilities and people.
- Must be able to work evenings, weekends, as required.
- May require some travel.

### **KNOWLEDGE, SKILLS, AND ABILITIES**

- Ability to think creatively and shift strategic direction based on market dynamics and DMO/Partner needs.
- Thorough working knowledge of Microsoft Office and Customer Relationship Management (CRM) software.
- Fiscal management, budgeting, and resource management.
- Excellent communication and public presentation skills.
- Ability to collaborate with a diverse group of individuals and groups.
- Naturally people-oriented and goal oriented.

<b>Title:</b> Director of Sales (DOM)	<b>Version Number:</b> 1	<b>Page:</b> 4 of 5
	<b>Board Approval Date:</b> TBA	<b>Author:</b> DSC President & CEO

- Ability to pro-actively problem solve.
- Effective with minimal supervision and guidance.
- Ability to meet stringent deadlines.
- Ability to think strategically as well as tactically.
- Ability to build effective consensus within a team.
- Ability to lead development and execution of marketing plans and diverse strategies.
- Excellent written and verbal communication skills.
- Ability to maintain a positive and professional work attitude and appearance.
- Ability to develop and maintain effective working relationships with peers and colleagues and team members.
- Ability to establish a rapport with members of the hotel and tourism community.
- Ability to make compelling presentations.

**ESSENTIAL FUNCTIONS:**

- Prolonged periods of sitting at a desk and working on a computer.
- Must be able to lift 15 lbs.
- Must be able to climb stairs and walk inclines to meet with vendors, clients, and customers.
- Must be able to type up to 25 WPM.

<b>Title:</b> Director of Sales (DOM)	<b>Version Number:</b> 1	<b>Page:</b> 5 of 5
	<b>Board Approval Date:</b> TBA	<b>Author:</b> DSC President & CEO



# Discover Santa Clara Organizational Structure FY 2022/23

Christine Lawson  
February 2023



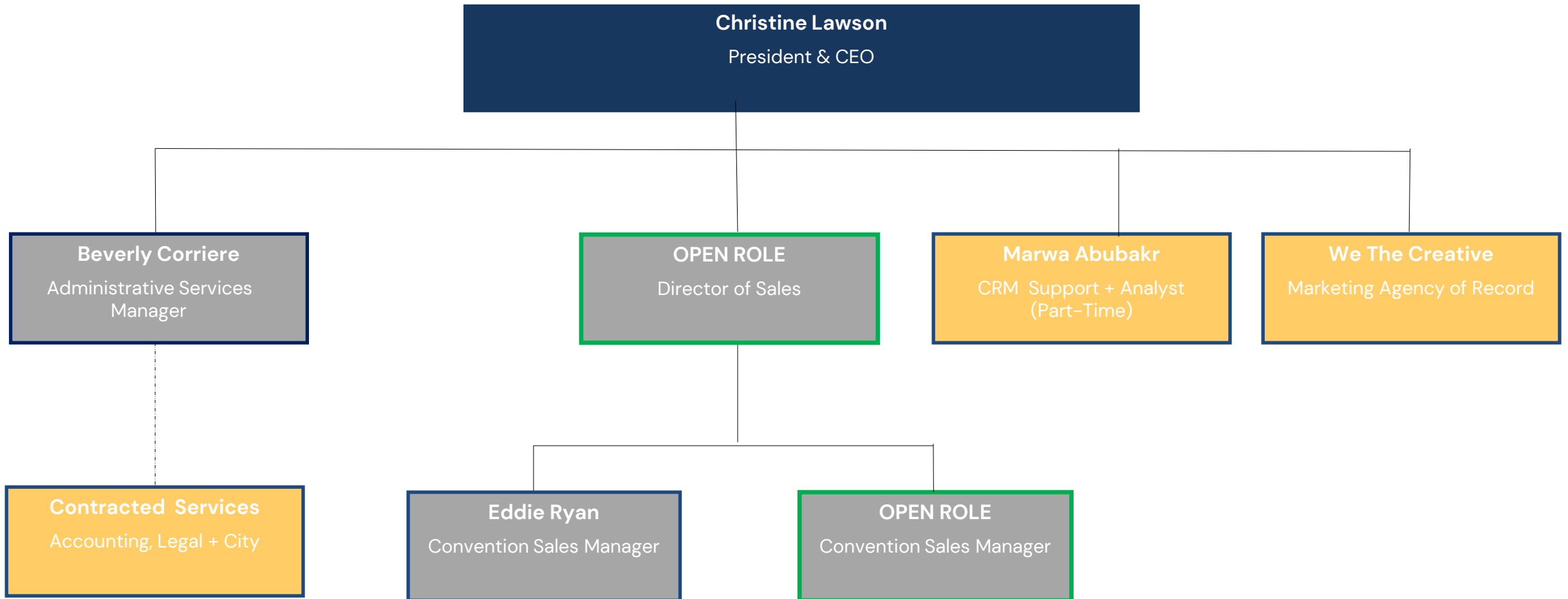
# Current State



## DMO Marketing Needs + Support

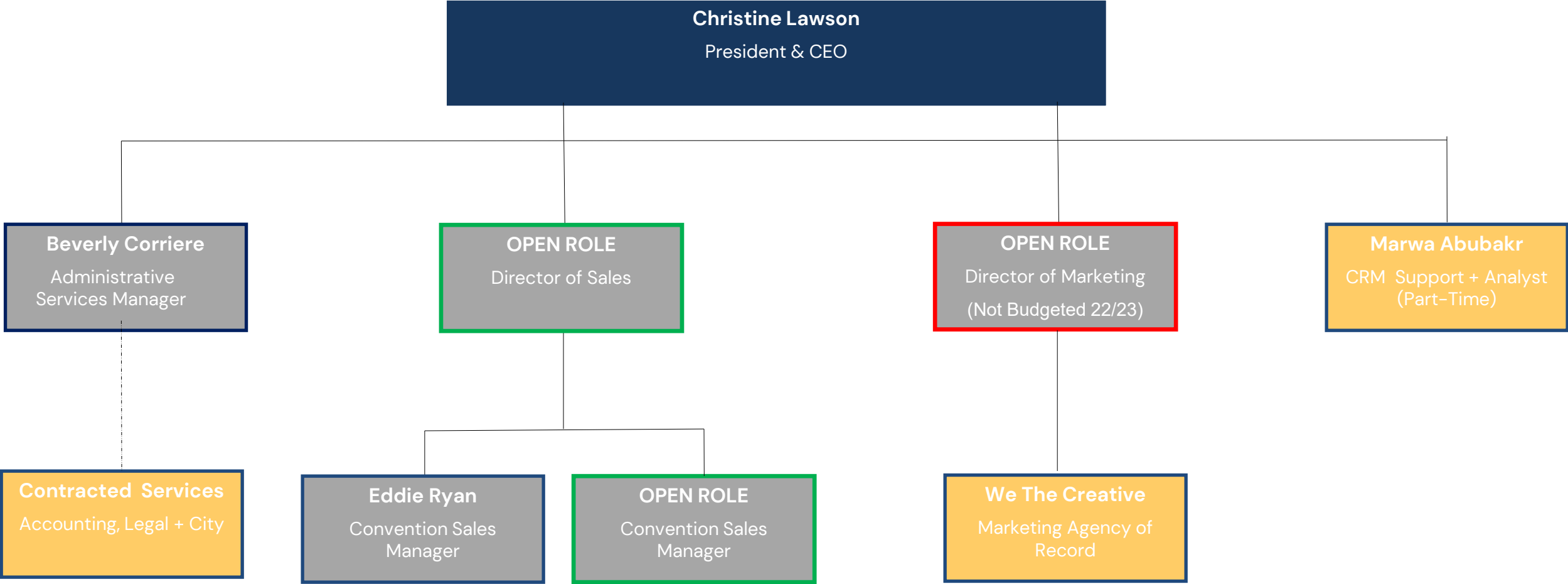
- The current business landscape causing increased competitiveness in the group and event segment and among other DMO's.
- Marketing is a critical need to support current team efforts and to create awareness, prominence and overall sentiment for Discover Santa Clara.
- DMO needs a dynamic marketing leader to assess needs, execute in a timely and consistent manner, and provide strategic guidance to our marketing agency of record.
- Generate qualified leads to fill the sales funnel.
- Need to create, execute, and maintain a diverse ad and social media plan.
- Support development of current and new markets.
- Support sales strategy with marketing insights.
- Need to hire this critical marketing role in FY 2022/23 even though it is currently not in the budget.

# CURRENT BUDGETED ORGANIZATIONAL STRUCTURE – FY 2022/23



- Gray boxes indicate current DSC positions.
- Green lines indicate a budgeted yet open position as of 2/10/2023
- Gold boxes represent DSC's Agencies of Record and/or outside contractors.

# PROPOSED ORGANIZATIONAL STRUCTURE V1 – FY 2022/23



- Gray boxes indicate current DSC positions.
- Green lines indicate a budgeted yet open position as of 2/10/2023.
- Red lines indicate a requested position not budgeted for the FY 2022/23.
- Gold boxes represent DSC's Agencies of Record and/or outside contractors.

# REQUESTED RESOURCE ROLES + DELIVERABLES: 2022/23

## Director of Marketing Responsibility Overview

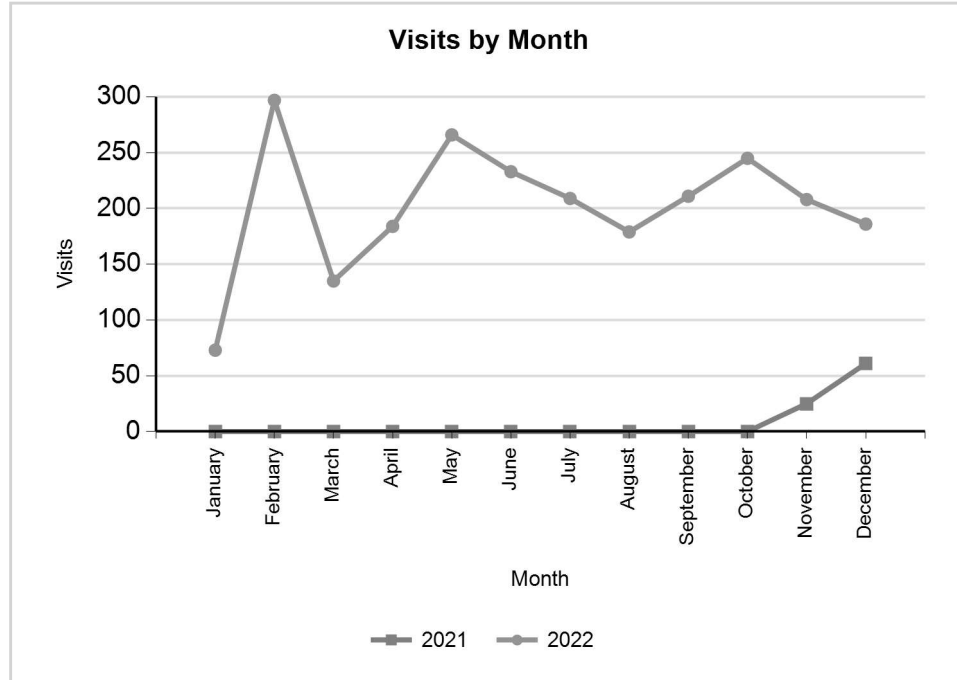
- Development of annual marketing plan, KPI's and strategy.
- Leading and overseeing the day-to-day marketing needs for the DMO.
- Oversight of the Marketing Agency of Record.
- Management of social media strategy and content.
- Performing market research to identify trends.
- Gaining knowledge of competitors' marketing initiatives.
- Creating and executing overall marketing strategies to create awareness for the city of Santa Clara, and our partners.
- Creating and overseeing the annual marketing plan.
- Creating and overseeing annual marketing budget and allocating resources.
- Organizing promotional events.
- Executing the launch of new events + initiatives.
- Representing the DMO and forming strategic partnerships with media, and supporting public relations
- Producing quality online content and managing the company's publications.

**SEE FULL JOB DESCRIPTION ATTACHED**

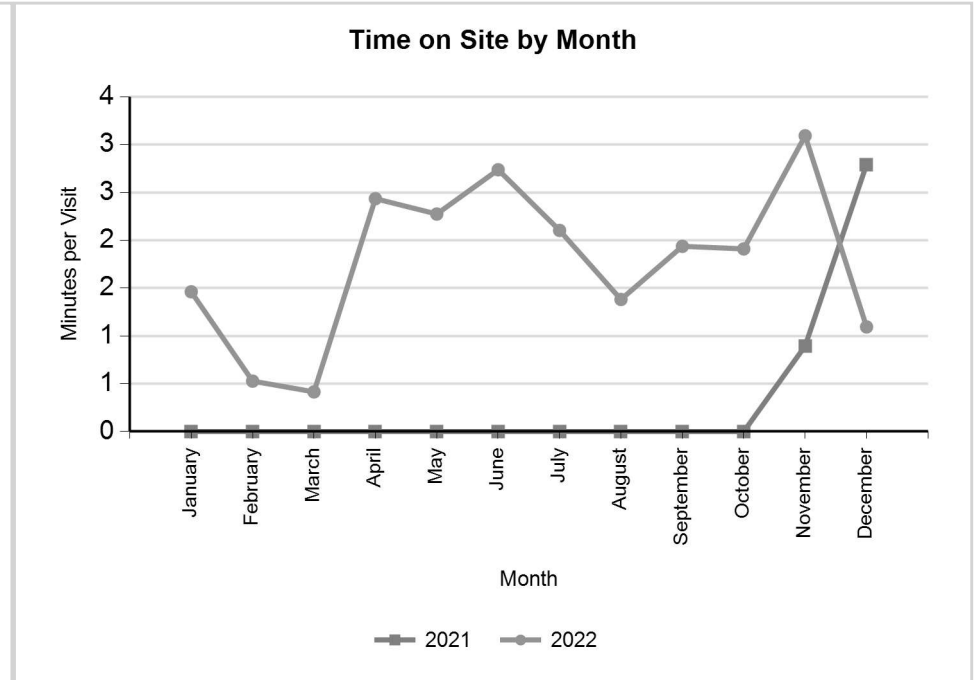
# Traffic

Discover Santa Clara > All

	YTD			December		
	2022	2021	% Chg	2022	2021	% Chg
Visits	2,426	86	2720.93%	186	61	204.92%
Page Views per Visit	1.83	1.67	9.18%	1.69	1.77	-4.35%
Time On Site	1.82	2.24	-18.66%	1.09	2.79	-60.79%



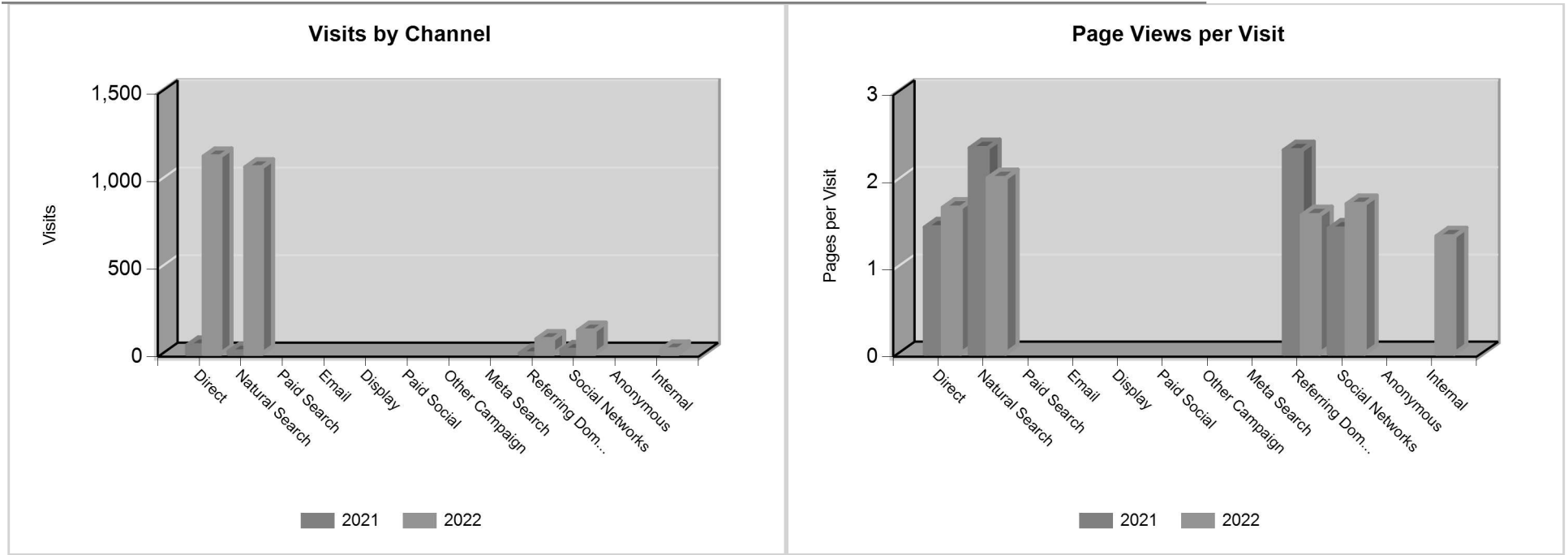
Graph shows the visits to your website broken down by month for the selected calendar year.



Graph shows the average time spent per visit to your website in minutes broken down by month for the selected calendar year.

# Traffic

Discover Santa Clara > All



Graph shows the visits to your website by marketing channel broken down by the selected calendar year.

Graph shows the page views per visit to your website by marketing channel broken down by the selected calendar year.

# Website Performance

Discover Santa Clara > All

YTD 2022									
	Traffic		E-Commerce Goals				Online Advertising		
	Visits	% of Visits	CDRS	Click-to-Calls	RFPs Started	RFP's Completed	Media Spend	PPC Cost per Visit	PPC Cost per Lead
<b>Website</b>	2,426		17	12	133	1	\$0	\$0.00	\$0.00
Previous Year	86		0	0	10	0	\$0	\$0.00	\$0.00
Difference to PY	2,340		17	12	123	1	\$0	\$0.00	\$0.00
Change %	2720.9%		0.0%	0.0%	1230.0%	0.0%	0.0%		
<u>Google My Business</u>	0			0					
Previous Year	0			0					
Difference to PY	0			0					
Change %	0.0%			0.0%					
<b>Channels</b>									
Direct	1,128	46.50%	1	0	86	1			
<u>Natural Search</u>	1,066	43.94%	16	7	43	0			
<u>Paid Search</u>	0	0.00%	0	0	0	0			
<u>Email</u>	0	0.00%	0	0	0	0			
<u>Display</u>	0	0.00%	0	0	0	0			
<u>Paid Social</u>	0	0.00%	0	0	0	0			
<u>Other Campaign</u>	0	0.00%	0	0	0	0			
<u>Meta Search</u>	0	0.00%	0	0	0	0			
<u>Referring Domains</u>	85	3.50%	0	1	2	0			
<u>Social Networks</u>	134	5.52%	0	3	2	0			
Anonymous	0	0.00%	0	0	0	0			
Internal	26	1.07%	0	1	0	0			



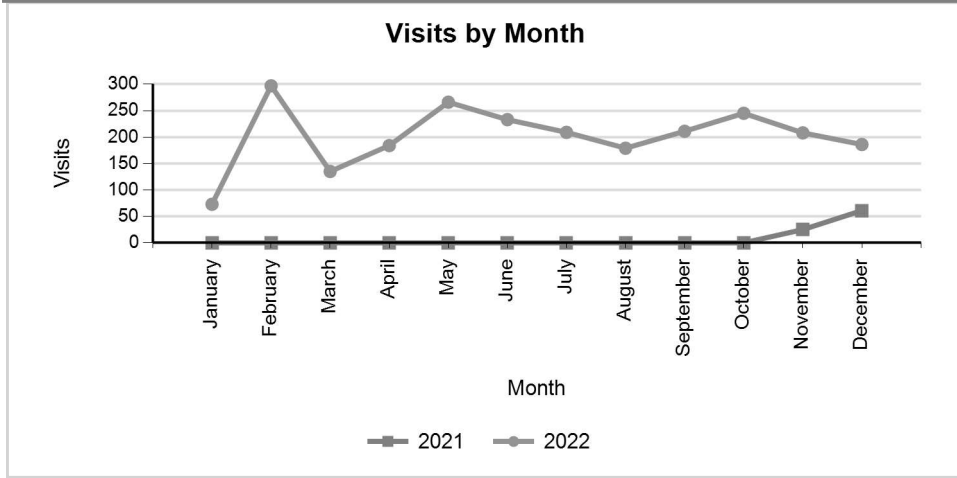
# Website Performance

Discover Santa Clara > All

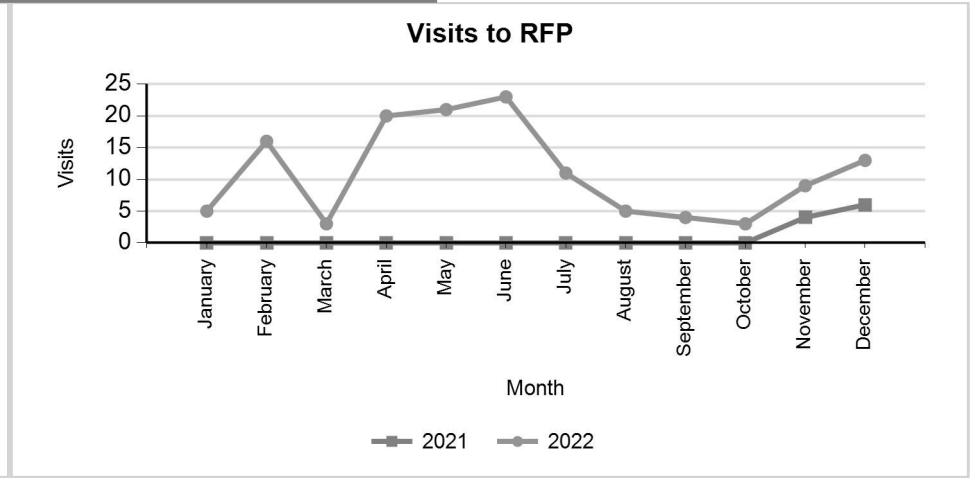
December 2022									
	Traffic		E-Commerce Goals				Online Advertising		
	Visits	% of Visits	CDRS	Click-to-Calls	RFPs Started	RFP's Completed	Media Spend	PPC Cost per Visit	PPC Cost per Lead
<b>Website</b>	186		6	3	13	0	\$0	\$0.00	\$0.00
Previous Year	61		0	0	6	0	\$0	\$0.00	\$0.00
Difference to PY	125		6	3	7	0	\$0	\$0.00	\$0.00
Change %	204.9%		0.0%	0.0%	116.7%	0.0%	0.0%		
<u>Google My Business</u>	0			0					
Previous Year	0			0					
Difference to PY	0			0					
Change %	0.0%			0.0%					
<b>Channels</b>									
Direct	47	25.27%	0	0	8	0			
<u>Natural Search</u>	125	67.20%	6	2	4	0			
<u>Paid Search</u>	0	0.00%	0	0	0	0			
<u>Email</u>	0	0.00%	0	0	0	0			
<u>Display</u>	0	0.00%	0	0	0	0			
<u>Paid Social</u>	0	0.00%	0	0	0	0			
<u>Other Campaign</u>	0	0.00%	0	0	0	0			
<u>Meta Search</u>	0	0.00%	0	0	0	0			
<u>Referring Domains</u>	5	2.69%	0	1	1	0			
<u>Social Networks</u>	3	1.61%	0	0	0	0			
Anonymous	0	0.00%	0	0	0	0			
Internal	6	3.23%	0	0	0	0			

# Website Performance

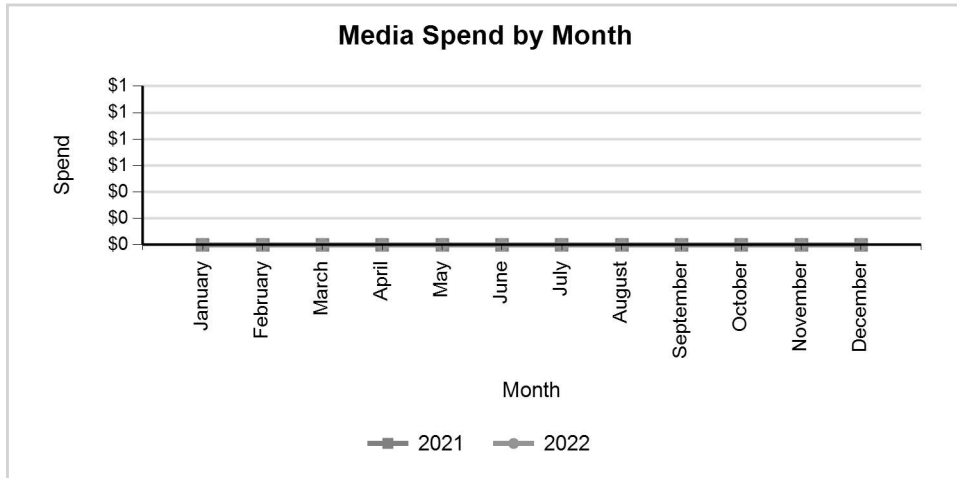
Discover Santa Clara > All



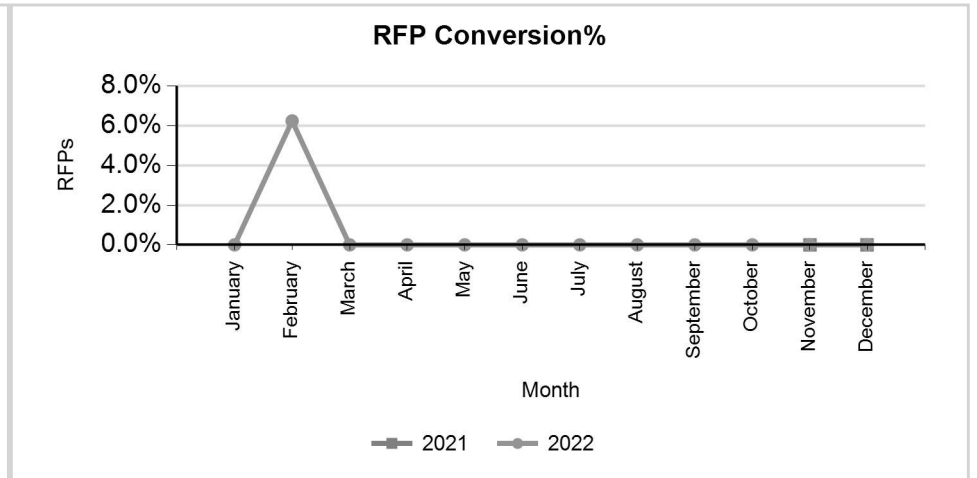
Graph breaks down the visits to your website by the months selected and compares the current YTD value to the previous year.



Graph breaks down the visits to your RFPs by the months selected and compares the current YTD value to the previous year.



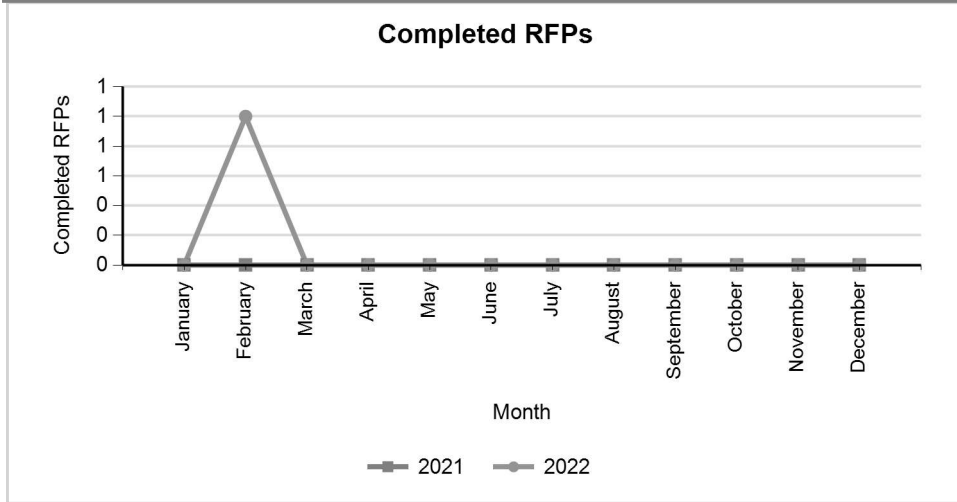
Graph breaks down the media spend for your website by the months selected and compares the current YTD value to the previous year.



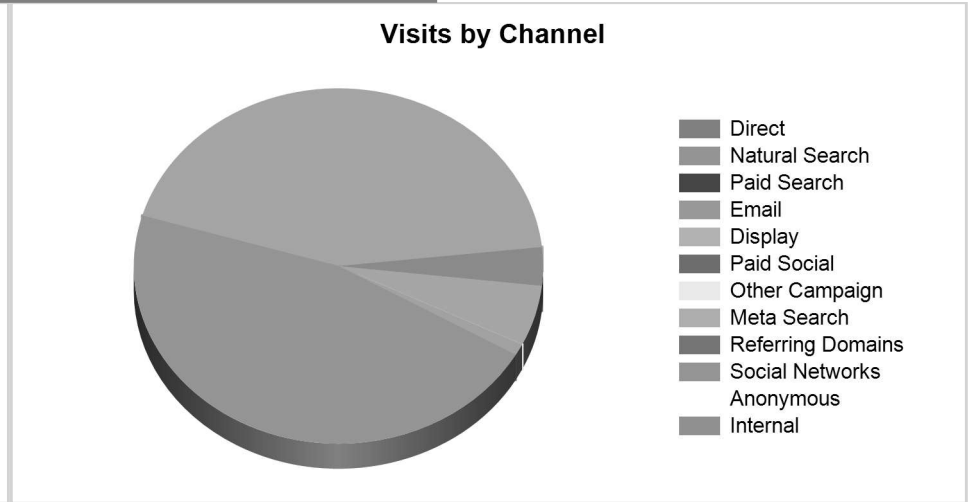
Graph breaks down the conversion percentage for your RFPs by the months selected and compares the current YTD value to the previous year.

# Website Performance

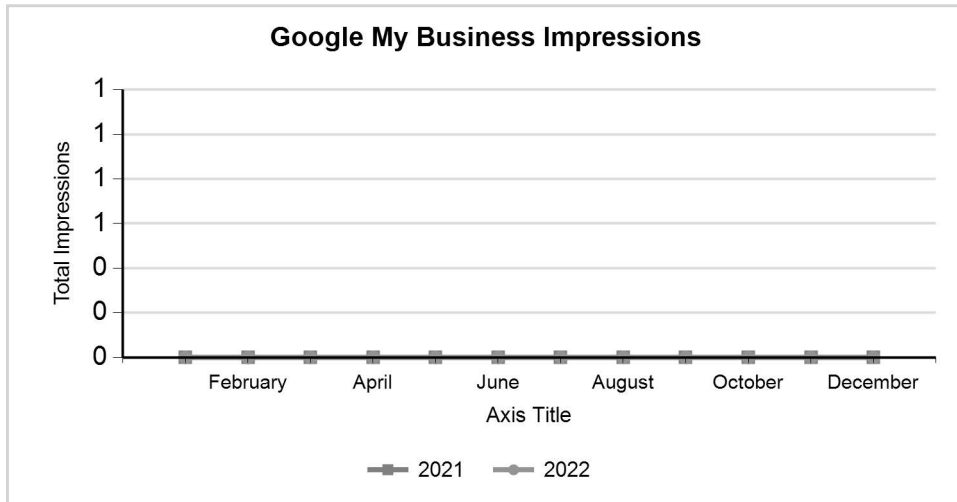
Discover Santa Clara > All



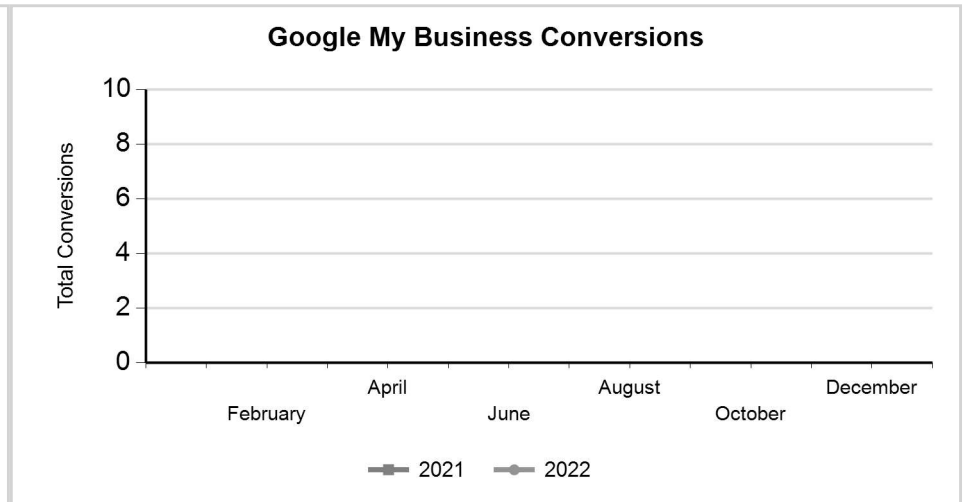
Graph breaks down the total completed RFPs for your website by the months selected and compares the current YTD value to the previous year.



Graph breaks down the visits to your website by channel.



Graph breaks down the GMB total impressions or views from the Google search result listings or map listings (Direct brand search or Discovery search result).



Graph breaks down the total conversions or actions from your GMB listings. Direct traffic to your site, a phone call (directly from GMB listing) or a click to get directions.

# Website Performance

Discover Santa Clara > All

---



**BOARD OF DIRECTORS: Staggered three year terms; Serve no more than two consecutive three-year terms.**

<u>Board of Directors</u>	<u>Start Term</u>	<u>End Term</u>	<u>Term</u>	<u>Voting</u>
Vacant - Labor Organization	10/21/2021	October 2024	1	1
Kelly Carr	10/21/2020	October 2023	1	2
Barb Granter	10/20/2022	October 2025	1	3
Christopher Hamilton	10/20/2022	October 2025	1	4
Eron Hodges	10/20/2022	October 2025	2	5
Catherine Lentz	10/21/2021	October 2024	1	6
Nadine Nader	10/21/2021	October 2024	1	7
Leo Wandling	10/20/2022	October 2025	2	8
Vacant - Hotel	2/15/2023	October 2023	-	9
Vacant - Tech. Industry	-	October 2023	-	10
Vacant	-	October 2024	-	11
Ruth Shikada (Ex Officio)	-	-	-	-
Christine Lawson (Ex Officio)	-	-	-	-

**OFFICERS: Elected annually.**

<u>Officers</u>	<u>Start Term</u>	<u>End Term</u>
Chair Hodges	10/20/2022	October 2023
Vice-Chair Lentz	10/20/2022	October 2023
Treasurer Carr	10/20/2022	October 2023
Secretary Lawson	10/20/2022	October 2023

*\*The CEO shall serve as the Secretary of the Board (non-voting member of the Board)*

**AUDIT COMMITTEE: No fewer than three Directors. No more than two consecutive years.**

<u>Audit Committee</u>	<u>Start Term</u>	<u>End Term</u>	<u>Yr</u>
Chair Hodges	10/20/2022	October 2023	2
Vice-Chair Lentz (Committee Chair)	10/20/2022	October 2023	2
Member Granter	10/20/2022	October 2023	2

**NOMINATING COMMITTEE: No fewer than three Directors. No more than two consecutive years.**

<u>Nominating Committee</u>	<u>Start Term</u>	<u>End Term</u>	<u>Yr</u>
Member Hamilton (Committee Chair)	10/20/2022	October 2023	1
Vice-Chair Lentz	10/20/2022	October 2023	1
Member Granter	10/20/2022	October 2023	1
Ex-Officio Shikada (Alternate)	10/20/2022	October 2023	1

**AD-HOC COMMITTEES:**

<u>Ad- Hoc Organizational Hiring Committee</u>	<u>Start Term</u>
Secretary Lawson (Chair)	11/17/2022
Treasurer Carr	11/17/2022
Vice-Chair Lentz	11/17/2022
Member Nader	11/17/2022