



Date: June 28, 2016

To: Executive Director for Stadium Authority Action

From: Finance Director/Treasurer/Auditor for Stadium Authority

Subject: Approval of Agreement for Performance of Services with Grant Thornton LLP to Provide Professional Auditing Services for the Stadium Authority

EXECUTIVE SUMMARY

On March 22, 2016, the Santa Clara Stadium Authority Board approved the fiscal year 2016-17 Stadium Authority budget. As part of the budget, the Board requested a comprehensive Measure J compliance audit of Stadium Authority finances dating back to April 1, 2014. The purpose of the audit is to review policies, procedures, and financial and personnel data to verify that General Fund monies have not been expended for Stadium Authority activities, that the cost of all City General Fund services provided have been reimbursed, and that the Stadium Authority and the City have received the full amount of net income they are due from non-NFL events.

On May 13, 2016, the City issued a Request for Proposal (RFP) for professional audit services. Ten Certified Public Accounting or financial consulting firms with national or regional recognition received the "Request for Proposal for Comprehensive Audit of Stadium Authority Finances, April 1, 2014 to March 31, 2016". The RFP was also posted on the City's website under the current RFP section for any qualified firm that wished to bid. A pre-proposal conference was held at City Hall on May 26, 2016 to fully describe the services requested and to provide a forum for the firms to ask questions. Eight firms attended the pre-proposal conference. Proposals were due on June 6, 2016.

The City received three proposals from the following firms:

1. Grant Thornton LLP,
2. Harvey M. Rose Associates LLP, and
3. Vasquez & Company LLP (part of the McGladrey Alliance).

A team of four staff members from several departments analyzed the proposals and interviewed all three firms. All four team members rated Grant Thornton LLP as the top responsive proposal, and staff is recommending that the Stadium Authority negotiate and enter into a contract with them.

Staff's recommendation is based on the firm's qualifications and understanding of the work to be performed, the firm's experience with other similar projects, the experience of staff assigned to the project, the firm's ability to complete that audit in a timely manner, and the cost to the Stadium Authority. Grant Thornton LLP is a large, 92 year old firm serving clients in most states in the U.S. and more than 120 countries around the world.

Grant Thornton has extensive public sector experience with clients that include Port of Houston, Dallas, Phoenix, New York, San Antonio, Oklahoma City, and San Jose. Grant Thornton has also been involved in other public-private partnerships such as the New Jersey Sport and Exposition Authority (which operates the Meadowlands sports complex) and the Houston Sports Authority. In addition, the staff that Grant Thornton LLP has proposed to be assigned to the engagement has specific sports and entertainment venue financial consulting and auditing experience. References for Grant Thornton LLP provided positive feedback and a strong recommendation for their services.

ADVANTAGES AND DISADVANTAGES OF ISSUE

Approval of an agreement with Grant Thornton LLP will assure that the Stadium Authority's comprehensive audit of Stadium Authority finances will be performed by a firm with extensive experience and at a competitive price. Grant Thornton LLP comes highly recommended by other municipal entities, both current and past.


ECONOMIC/FISCAL IMPACT

Grant Thornton LLP will conduct the external financial audit beginning this summer with final reports available to be presented in October. Their proposal is for a not-to-exceed amount of \$152,750. Because of uncertainty and possible expansion of scope, staff recommends that the Board include an additional \$47,250 as contingency, bringing the total amount authorized to \$200,000 which matches the amount budgeted in the fiscal year 2016-17 Measure J Compliance Audit line item in the Stadium Authority operating fund.

RECOMMENDATION

That the Authority:

1. Approve and authorize the Executive Director to negotiate and execute an Agreement for the Performance of Services with Grant Thornton LLP to perform the comprehensive financial audit of the Stadium Authority for the period April 1, 2014 through March 31, 2016 at a not-to-exceed cost of \$152,750 (plus additional authority of \$47,250 for a total authority of \$200,000) ; and
2. Authorize the Executive Director to execute future engagement letters and other documents related to the contract for Audit Services.




Gary Ameling
Finance Director/Treasurer/Auditor for Stadium Authority

APPROVED:



Rajeev Batra
Acting Executive Director for Stadium Authority

Certified as to Availability of Funds:
870-8345-87800 \$ 200,000.00 *OK TC*



Gary Ameling
Director of Finance/Treasurer/Auditor

MAJORITY VOTE OF COUNCIL

Documents Related to this Report:

- 1) *Request for Proposal*
- 2) *Proposal from Grant Thornton LLP*

FINANCE DEPARTMENT

**REQUEST FOR PROPOSAL
FOR PROFESSIONAL SERVICES**

**Comprehensive Audit of Stadium Authority Finances
April 1, 2014 to March 31, 2016**

PROPOSAL SUBMITTAL DEADLINE:

DATE: June 6, 2016

TIME: 5:00 P.M.

LOCATION: City of Santa Clara

Finance Department

PRE-PROPOSAL MEETING: May 26, 2016 2:00 P.M.

**PROJECT MANAGER: David Noce
Accounting Division Manager**

**SANTA CLARA STADIUM AUTHORITY
FINANCE DEPARTMENT
1500 WARBURTON AVENUE
SANTA CLARA, CA 95050
(408)615-2355**

REQUEST FOR PROPOSAL FOR PROFESSIONAL SERVICES

TITLE: Agreed Upon Procedures for Stadium Authority Finances

1. INTRODUCTION

The Santa Clara Stadium Authority (SCSA) is seeking proposals from qualified firms to provide a comprehensive audit of the SCSA finances dating back to April 1, 2014. Minimum requirements of Firms and detailed description of required services are included in Attachment A-Scope of Services. The services being sought are more of an Agreed Upon Procedures engagement as the SCSA already has a financial statement audit performed annually.

2. ATTACHMENTS

The attachments below are included with this Request for Proposals ("RFP"). The items identified with an asterisk (*) must be completed, signed by the appropriate representative of the company, and returned with the submittal.

- Attachment A – Scope of Work/Services*
- Attachment B – Proposer's Information Form*
- Attachment C – Certification of Non-Discrimination*
- Attachment D – Agreement for Services
- Attachment E – Cost Proposal Format*

3. INSTRUCTIONS TO PROPOSERS

3.1. Pre-proposal Conference

There is an optional, but recommended, pre-proposal conference on May 26th at 2:00 P.M. at the following location:

City of Santa Clara
West Wing – Planning Inspection Conference Room
1500 Warburton Ave.
Santa Clara, CA 95050

For further information, please call or email David Noce, Accounting Division Manager, at dnoce@santaclaraca.gov or (408) 615-2355.

3.2. Examination of Proposal Documents.

The submission of a proposal shall be deemed a representation and certification by the Proposer that they:

- 3.2.1. Have carefully read and fully understand the information that was provided by the Stadium Authority to serve as the basis for submission of this proposal.
- 3.2.2. Have the capability to successfully undertake and complete the responsibilities and obligations of the proposal being submitted.
- 3.2.3. Represent that all information contained in the proposal is true and correct.

3.2.4. Did not, in any way, collude, conspire to agree, directly or indirectly, with any person, firm, corporation or other Proposer in regard to the amount, terms or conditions of this proposal.

3.2.5. Acknowledge that the Stadium Authority has the right to make any inquiry it deems appropriate to substantiate or supplement information supplied by Proposer, and Proposer hereby grants the Stadium Authority permission to make these inquiries, and to provide any and all related documentation in a timely manner.

No request for modification of the proposal shall be considered after its submission on grounds that Proposer was not fully informed of any fact or condition.

3.3. Questions.

Any questions by the Proposer regarding this RFP or the project must be put in writing and received by the Stadium Authority no later than 5:00 p.m. on May 26, 2016. Correspondence shall be addressed to:

David Noce
Finance Department
1500 Warburton Ave
Santa Clara, CA 95050
(408) 615-2355
dnoce@santaclaraca.gov

The Stadium Authority shall not be responsible for nor be bound by any oral instructions, interpretations or explanations issued by the Stadium Authority or its representatives.

Responses from the Stadium Authority to questions by any Proposer will be communicated in writing to all recipients of this RFP no later than 5:00 P.M. on May 31, 2016. Questions received after the date and time stated above will not be accepted, and will be returned to senders without response.

3.4. Addenda.

Any addenda issued by City shall be in writing, shall become a part of this RFP, and shall be acknowledged and responded to by Proposer.

3.5. Submission of Proposals.

All proposals shall be submitted in PDF format to finance@santaclaraca.gov for the attention of David Noce, Accounting Division Manager. Please note that faxes and hard copy proposals will not be accepted.

Proposals must be submitted no later than 5:00 P.M. PST on June 6, 2016. All proposals received after that time will be returned to the Proposer.

All proposals shall become the property of the City and upon selection of the successful proposal and before award of the contract, the proposals shall become public records and subject to disclosure as required by the California Public Records Act.

3.6. Withdrawal of Proposals.

A Proposer may withdraw its proposal at any time before the expiration of the time for submission of proposals as provided in the RFP by sending a written request for withdrawal to finance@santaclaraca.gov.

4. RIGHTS OF THE SANTA CLARA STADIUM AUTHORITY

This RFP does not commit the Stadium Authority to enter into a contract, nor does it obligate the Stadium Authority to pay for any costs incurred in preparation and submission of proposals or in anticipation of a contract. The Stadium Authority reserves the right to:

- Make the selection based on its sole discretion;
- Reject any and all proposals;
- Issue subsequent Requests for Proposals;
- Postpone opening proposals for its own convenience;
- Remedy errors in the Request for Proposals process;
- Approve or disapprove the use of particular subconsultants;
- Negotiate with any, all or none of the Proposers;
- Accept other than the lowest offer;
- Waive informalities and irregularities in the Proposals; and/or
- Enter into an agreement with another Proposer in the event the originally selected Proposer defaults or fails to execute an agreement with the Stadium Authority.

An agreement shall not be binding or valid with the Stadium Authority unless and until it is approved by the Stadium Authority Board, if so required, and executed by authorized representatives of the Stadium Authority and of the Proposer.

5. RFP TIMELINE

The RFP Timeline is estimated as follows:

RFP Issued	May 13, 2016
Deadline for questions, clarifications	May 26, 2016
Proposals must be submitted by	5:00 P.M. on June 6, 2016
Evaluate proposals	June 6-10, 2016
Interview proposers	June 13-17, 2016
Notification to recommended firm	June 20, 2016
SCSA Board approves successful proposal and award of contract	June 28, 2016

The Stadium Authority reserves the right to add, remove or combine steps in the timeline, and/or compress or extend the timeline as the Stadium Authority, in its sole discretion, sees fit.

6. INFORMATION TO BE SUBMITTED

These guidelines govern the format and content of the proposal, and the approach to be used in its development and presentation. The intent of the RFP is to encourage responses that clearly communicate the Proposer's understanding of the Stadium Authority's requirements and its approach to successfully provide the products and/or services on time and within budget. Only that information which is essential to an understanding and evaluation of the proposal should be submitted. Items not related to the RFP and proposal, e.g., generalized brochures, marketing material, etc., will not be considered in the evaluation.

All proposals shall address the following items. The proposals must address the items in the order listed below, and shall be numbered 1 through 8 in the proposal document. Please include a Table of Contents preceding the Chapters.

Chapter 1 – Proposal Summary.

This Chapter shall discuss the highlights, key features and distinguishing points of the Proposal. A separate sheet shall include a list of individuals and contacts for this Proposal and how to communicate with them. Limit this Chapter to a total of three (3) pages, including the separate sheet.

Chapter 2 – Profile on the Proposing Firm(s).

This Chapter shall include a brief description of the Prime Proposer's firm, including firm name, address, phone number, email address and primary contact person; brief firm history, including the current permanent staff size as well as local organization structure; and, a discussion of the firm's financial stability, capacity and resources.

Additionally, this section shall include a listing of any claim, lawsuit or litigation and the result of that action resulting from (a) any public project undertaken by the Proposer either as a contractor or subcontractor or by its subcontractors where litigation is still pending or has occurred within the last five years, or (b) any type of project where claims or settlements were paid by the consultant or its insurers within the last five (5) years.

Chapter 3 – Qualifications of the Firm.

This Chapter shall include a brief description of the Proposer's qualifications and previous experience supplying like services and/or equipment to similar public agencies. Include all areas of expertise, scope of services provided, and relevant experience, including description of each project, role of professional for that project and date completed. Include product provided, the total project cost, the period over which the provision and training was completed, and the name, title, phone number and email address of clients to be contacted for references. Give a brief statement of the firm's adherence to the schedule and budget for each project.

Five (5) references from clients with similar projects must be submitted along with the names and telephone numbers of contact persons.

Chapter 4 – Product Description, Work Plan or Proposal.

This Chapter shall present a well-articulated service plan. Include a full description of major services provided, tasks and subtasks. This section of the proposal shall establish that the Proposer understands the Stadium Authority's objectives and work requirements and Proposer's ability to satisfy those objectives and requirements. Succinctly describe the proposed approach for addressing the required services, providing the required product and the firm's ability to meet the Stadium Authority's schedule, outlining the approach that would be undertaken in providing the requested services. Describe the project understanding, detailed project approach and methodology. List specific proposed services and support and training services to be provided.

Chapter 5 – Project Schedule.

This Chapter shall include a projected timeline for completing the project including the start date, order dates, delivery time, installation, and training, and shall indicate completion dates from date the order is received.

Chapter 6 – Project Staffing.

This Chapter shall discuss how the Proposer would staff this project. Key personnel will be an important factor considered by the review committee. Changes in key personnel may be cause for rejection of the proposal. Include proposed project management structure, including identification of the project consultant and individuals that will be assigned to the project.

Chapter 7 – Proposal Exceptions.

This Chapter shall discuss any exceptions or requested changes that Proposer has to the Stadium Authority's RFP conditions, requirements and agreement. If there are no exceptions noted, it is assumed the Proposer will accept all conditions and requirements identified in Attachment D – "Agreement for Services." Items not excepted will not be open to later negotiation.

Chapter 8 – Proposal Costs Sheet and Rates.

This Chapter shall include the proposed costs to provide the services desired. Include any cost and price information, plus a not-to-exceed amount, that would be contained in a potential agreement with the Stadium Authority. Attachment E, "Sample Cost Proposal Format," is included and should be used by all Proposers. The hourly rates may be used for pricing the cost of additional services outlined in the Scope of Work. The cost of the project, including the total hours and hourly rates by staff classification, and the resulting all-inclusive fee for the project must be included. Fees must include all anticipated costs, including travel, per diem, and out of pocket expenses. Please note the Santa Clara Stadium Authority does not pay for services before it receives them. Therefore, do not propose contract terms that call for upfront payments or deposits.

7. CONTRACT TYPE AND METHOD OF PAYMENT

It is anticipated that the agreement resulting from this RFP, if awarded, will be an Agreement for Services. The method of payment to the successful Proposer shall be for services provided based on established rates for services (Weekly Rates, Monthly Rates, etc.) with a maximum "not to exceed" fee as set by the Proposer in the proposal or as negotiated between the Proposer and the Stadium Authority as being the maximum cost to perform all work. This figure shall include direct costs and overhead, such as, but not limited to, materials, delivery, transportation, communications, and any subcontracted items of work.

Proposers shall be prepared to accept the terms and conditions of the Agreement, including Insurance Requirements in Attachment D. If a Proposer desires to take exception to the Agreement, Proposer shall provide the following information in Chapter 7 of their submittal package. Please include the following:

- Proposer shall clearly identify each proposed change to the Agreement, including all relevant Attachments.
- Proposer shall furnish the reasons for each proposed change, as well as specific recommendations for alternative language.

The above factors will be taken into account in evaluating proposals. Proposals that take exceptions to the proposed Agreement may be determined by the Stadium Authority, at its sole discretion, to be unacceptable and no longer considered for award.

8. INSURANCE REQUIREMENTS

The selected Proposer(s), at Proposer's sole cost and expense and for the full term of the agreement or any extension thereof, shall obtain and maintain, at a minimum, all of the insurance requirements outlined in Attachment D, Exhibit C.

All policies, endorsements, certificates and/or binders shall be subject to the approval of the Santa Clara Stadium Authority as to form and content. These requirements are subject to amendment or waiver, if so approved in writing by the Santa Clara Stadium Authority. The selected Proposer agrees to provide the Stadium Authority with a copy of said policies, certificates and/or endorsement upon award of contract.

9. REVIEW AND SELECTION PROCESS - EVALUATION CRITERIA

City staff will evaluate the proposals provided in response to this RFP based on the following criteria:

- Quality and completeness of proposal;
- Quality, performance and effectiveness of the solution, goods and/or services to be provided by the Proposer;
- Proposer's experience, including the experience of staff to be assigned to the project, with engagements of similar scope and complexity;
- Cost to the Stadium Authority;
- Proposer's financial stability and length of time in business;
- Proposer's ability to perform the work within the time specified;

- Proposer's prior record of performance with City or others;
- Proposer's ability to provide future records, reports, data and/or services; and
- Proposer's compliance with applicable laws, regulations, policies (including city council policies), guidelines and orders governing prior or existing contracts performed by the contractor.

10. PUBLIC NATURE OF PROPOSAL MATERIAL

Responses to this RFP become the exclusive property of the Santa Clara Stadium Authority. At such time as the Stadium Authority awards a contract, all proposals received in response to this RFP become a matter of public record and shall be regarded as public records, with the exception of those elements in each proposal which are defined by the Proposer as business or trade secrets and plainly marked as "Confidential," "Trade Secret," or "Proprietary." The Stadium Authority shall not in any way be liable or responsible for the disclosure of any such proposal or portions thereof, if they are not plainly marked as "Confidential," "Trade Secret," or "Proprietary," or if disclosure, in the Stadium Authority's sole discretion, is required under the California Public Records Act as addressed below. Any proposal which contains language purporting to render all or significant portions of the proposal "Confidential," "Trade Secret," or "Proprietary" shall be regarded as non-responsive.

Although the California Public Records Act recognizes that certain confidential trade secret information may be protected from disclosure, the Santa Clara Stadium Authority may determine, in its sole discretion, that the information that a Proposer submits is not a trade secret. If a request is made for information marked "Confidential," "Trade Secret," or "Proprietary," the Stadium Authority shall provide the Proposer who submitted the information reasonable notice to allow the Proposer to seek protection from disclosure by a court of competent jurisdiction, at the Proposer's sole expense.

11. COLLUSION

By submitting a proposal, each Proposer represents and warrants that its proposal is genuine and made in the interest of or on behalf of any person not named therein; that the Proposer has not directly induced or solicited any other person to submit a sham proposal or any other person to refrain from submitting a proposal; and that the Proposer has not in any manner sought collusion to secure any improper advantage over any other person submitting a proposal.

12. DISQUALIFICATION

Factors, such as, but not limited to, any of the following, may disqualify a proposal without further consideration:

- Evidence of collusion, directly or indirectly, among Proposers in regard to the amount, terms or conditions of this proposal;
- Any attempt to improperly influence any member of the evaluation team;
- Existence of any lawsuit, unresolved contractual claim or dispute between Proposer and the Stadium Authority;
- Evidence of incorrect information submitted as part of the proposal;
- Evidence of Proposer's inability to successfully complete the responsibilities and obligations of the proposal; and
- Proposer's default under any previous agreement with the Stadium Authority.

13. NON-CONFORMING PROPOSAL

A proposal shall be prepared and submitted in accordance with the provisions of these RFP instructions and specifications. Any alteration, omission, addition, variance, or limitation of, from or to a proposal may be sufficient grounds for non-acceptance of the proposal, at the sole discretion of the Stadium Authority.

14. GRATUITIES

No person shall offer, give or agree to give any City employee any gratuity, discount or offer of employment in connection with the award of contract by the Stadium Authority. No City employee shall solicit, demand, accept or agree to accept from any other person a gratuity, discount or offer of employment in connection with a City contract.

15. FIRMS OR PERSONS NOT ELIGIBLE TO SUBMIT A PROPOSAL

In order to avoid any conflict of interest or perception of a conflict of interest, Proposer(s) selected to provide professional services under this RFP will be subject to the following requirements:

15.1. The consultant or other entity who works on the procurement will be precluded from submitting proposals or bids as a prime contractor or subcontractor.

15.2. The consultant or any other entity who participated in the procurement shall not have a financial, ownership or other interest in any potential Proposer.

ATTACHMENT A Scope of Services

A. Project Description

The SCSA Board has requested a comprehensive audit of Stadium Authority finances dating back to April 1, 2014. The purpose of the audit is to review policies, procedures, and financial and personnel data to verify that General Fund monies have not been expended for Stadium Authority activities and that the Stadium Authority and the City have received the full amount of net income they are due from non-NFL events.

B. Background

On June 8, 2010, residents of Santa Clara voted to approve Measure J, the Santa Clara Stadium Taxpayer Protection and Economic Progress Act, resulting in the approval to construct a new 68,500 seat football stadium (the Stadium) to be leased to the San Francisco 49ers (49ers). In addition, Measure J called for the creation of the Santa Clara Stadium Authority to own, develop, construct, operate, and maintain the Stadium project. The City of Santa Clara (City) and the City of Santa Clara Redevelopment Agency (Agency) entered into a Joint Exercise of Powers Agreement (JPA Agreement) establishing the Santa Clara Stadium Authority (Stadium Authority). The JPA Agreement was later amended to add the Bayshore North Project Enhancement Authority as a member of the Stadium Authority. On June 28, 2011, the Governor signed into law Assembly Bill No. XI 26 (ABX1 26) which called for the dissolution of Redevelopment Agencies throughout the State. The California State Supreme Court upheld ABX1 26 and as a result, on February 1, 2012, all California Redevelopment Agencies were dissolved. The Successor Agency of the City of Santa Clara (Successor Agency) then assumed the obligations of the Agency under the JPA Agreement.

During fiscal year 2012, the Stadium Authority and Forty Niners SC Stadium Company LLC (StadCo) entered into a series of agreements in connection with the construction of the Stadium. The Stadium was constructed and is owned by the Stadium Authority; certain tenant improvement components are owned by StadCo. Construction on the Stadium began in April 2012 and it was substantially completed in July 2014, in time for the 2014 National Football League (NFL) season.

The City owns the land on which the Stadium sits. The City has leased the land to the Stadium Authority under a ground lease, and the Stadium Authority has leased the Stadium to StadCo for the six month period from August through January (the NFL season) of each year, for an initial lease term of 40 years. The stadium lease commenced upon substantial completion.

The Stadium Authority and StadCo have engaged Forty Niners Stadium Management Company LLC (ManagementCo), an affiliate of StadCo, to manage the Stadium on a year round basis. The Stadium Management Agreement has an initial term of 25 years, plus a 15 year renewal option. On behalf of the Stadium Authority, ManagementCo. is responsible for marketing, promotion, and booking services for non-NFL events. Fifty percent of the net income from non-NFL events is paid to the City as performance rent under the ground lease. The Stadium Authority pays ManagementCo for services related to its operations on behalf of the Stadium Authority.

C. Description of Required Services

The following is the direct request for services from the SCSA Board:

Audit Scope for Measure J Compliance

Per the request of the Mayor and Vice-Mayor, please place an item on the next Stadium Authority agenda to authorize a comprehensive audit of the Stadium Authority finances dating back to April 1, 2014. The purpose of the audit will be to review policies, procedures and financial and personnel data to verify that General Fund monies have not been expended for any Stadium Authority activities. Also, the audit should confirm that city resources allocated through the General Fund have been reimbursed from Stadium Authority monies. Finally, the audit should analyze and report revenues and expenses associated with non-NFL events so that the Stadium Authority Board has a more complete understanding of the financial performance of Levi's Stadium. This data is required so that the Stadium Authority Board can direct strategic planning for the operation of Levi's Stadium to optimize the financial investment of the residents and taxpayers of the City of Santa Clara.

Review to include:

- City policies on ensuring compliance with the Measure J ordinance
- City procedures defining use of city employees for Stadium Authority activities and recording of city employee time in personnel and accounting systems indicating numbers of city employees and hours expended on Stadium Authority activities
- City personnel time card and account code crosscheck to validate that employee time spent on Stadium Authority activities are billed to Stadium Authority cost centers
- Calculate hours spent by categories of employees on Stadium Authority activities
- Allocation of material costs at Stadium between Stadium Authority and 49er legal entities, particularly costs associated with big-ticket items such as field turf
- Validation of parking receipts from City-owned property used for NFL and non-NFL events and off-site parking fees
- Detailed breakout and validation of Stadium Authority non-NFL event revenues and expenses, including concessions, ticket sales, staging and set-up, and security

The table below depicts the estimated transactions associated with the requested review period beginning:

April 1, 2014 - March 31, 2016		
Estimated # of G/L Transaction by Type		
Transaction Type	SCSA	ManagementCo.
	NFL	Non-NFL
	Season	Season
Revenues	550	2,200
Personnel	15,000	500
Other Expenses	500	6,200

Other pertinent documents related to this engagement including the Ground Lease, Stadium Lease, and Management Agreement will be available for your review to assist you in your proposal. They will be posted by 5:00 P.M. on Monday May 16, 2016 on the SCSA Documents section on City's website at the following location:

<http://santaclaraca.gov/finance>

D. Required Proposal Components

1. All information set forth in Article 6 of the RFP; and
2. Description of firm's experience as it relates to certain Agreed Upon Procedures engagements.
3. An assessment of what percentage of transactions would have to be reviewed in order to adequately assess the requirements listed above.

ATTACHMENT B
Proposer's Information Form

PROPOSER (please print): _____

Name: _____

Address: _____

Telephone: _____

FAX: _____

Contact person, title, telephone number, email address and fax number: _____

Proposer, if selected, intends to carry on the business as (check one)

Individual

Joint Venture

Partnership

Corporation

When incorporated? _____

In what state? _____

When authorized to do business in California? _____

Other (explain): _____

ADDENDA

To assure that all Proposers have received each addendum, check the appropriate box(es) below. Failure to acknowledge receipt of an addendum/addenda may be considered an irregularity in the Proposal:

Addendum number(s) received:

1

2

3

4

5

6

Or,

Request For Proposal (RFP) Comprehensive Audit of SCSA Finances

Page 13 of 37

_____ No Addendum/Addenda Were Received (check and initial).

PROPOSER'S SIGNATURE

No proposal shall be accepted which has not been signed in ink in the appropriate space below:

By signing below, the submission of a proposal shall be deemed a representation and certification by the Proposer that they have investigated all aspects of the RFP, that they are aware of the applicable facts pertaining to the RFP process, its procedures and requirements, and they have read and understand the RFP. No request for modification of the proposal shall be considered after its submission on the grounds that the Proposer was not fully informed as to any fact or condition.

**(1) If Proposer is *INDIVIDUAL*,
sign here:**

Date: _____

Proposer's Signature

Proposer's typed name and title

**(2) If Proposer is *PARTNERSHIP* or
JOINT VENTURE, at least (2) Partners
or each of the Joint Venturers
shall sign here:**

Partnership or Joint Venture Name
(type or print)

Date: _____

Member of the Partnership or Joint Venture
signature

Date: _____

Member of the Partnership or Joint Venture
signature

(3) If Proposer is a CORPORATION, the duly authorized officer(s) shall sign as follows:

The undersigned certify that they are respectively: __
(Title) and _____ (Title)
of the corporation named below; that they are designated to sign the Proposal Cost Form by resolution (attach a certified copy, with corporate seal, if applicable, notarized as to its authenticity or Secretary's certificate of authorization) for and on behalf of the below named CORPORATION, and that they are authorized to execute same for and on behalf of said CORPORATION.

Corporation Name (type or print)

By: _____
Title: _____
Dated: _____

By: _____
Title: _____
Dated: _____

ATTACHMENT C
Certification of Nondiscrimination

As suppliers of goods or services to the Santa Clara Stadium Authority, the firm and individuals listed below certify that they do not discriminate in employment of any person because of race, color, gender, age, religion, disability, national origin, ancestry, sexual orientation, housing status, marital status, or familial status; and that they are in compliance with all Federal, State and local laws, directives and executive orders regarding nondiscrimination in employment.

**(1) If Proposer is *INDIVIDUAL*,
sign here:**

Date: _____

Proposer's Signature

Proposer's typed name and title

**(2) If Proposer is *PARTNERSHIP* or
JOINT VENTURE, at least (2) Partners
or each of the Joint Venturers
shall sign here:**

Partnership or Joint Venture Name
(type or print)

Date: _____

Member of the Partnership or Joint Venture
signature

Date: _____

Member of the Partnership or Joint Venture
signature

(3) If Proposer is a CORPORATION, the duly authorized officer(s) shall sign as follows:

The undersigned certify that they are respectively: __
(Title) and _____ (Title)
of the corporation named below; that they are designated to sign the Proposal Cost Form by resolution (attach a certified copy, with corporate seal, if applicable, notarized as to its authenticity or Secretary's certificate of authorization) for and on behalf of the below named CORPORATION, and that they are authorized to execute same for and on behalf of said CORPORATION.

Corporation Name (type or print)

By: _____
Title: _____
Dated: _____

By: _____
Title: _____
Dated: _____

ATTACHMENT D

SAMPLE

Ebix Insurance No. *

**AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND**

***INSERT CONTRACTOR'S NAME**

PREAMBLE

This agreement for the performance of services ("Agreement") is by and between *insert Contractor's name, a[n] choose one: a (enter State name) corporation/partnership/individual, with its principal place of business located at *insert Contractor's principal address ("Contractor"), and the City of Santa Clara, California, a chartered California municipal corporation with its primary business address at 1500 Warburton Avenue, Santa Clara, California 95050 ("City"). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

City desires to secure professional services more fully described in this Agreement, at Exhibit A, entitled "Scope of Services";

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 City; and,

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 PROVISIONS

SERVICES TO BE PROVIDED.

City employs Contractor to perform the services ("Services") more fully described in Exhibit A entitled, "SCOPE OF SERVICES." All of the exhibits referenced in this Agreement are attached and incorporated by this reference. Except as otherwise specified in this Agreement, Contractor shall furnish all necessary technical and professional services, including labor, material, equipment, transportation, supervision and expertise to satisfactorily complete the work required by City at his/her own risk and expense.

TERM OF AGREEMENT.

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

* _____, 20 _____

QUALIFICATIONS OF CONTRACTOR - STANDARD OF WORKMANSHIP.

Contractor represents and maintains that it has the necessary expertise in the professional calling necessary to perform services, and its duties and obligations, expressed and implied, contained herein, and City 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.

The plans, designs, specifications, estimates, calculations, reports and other documents furnished under Exhibit A shall be of a quality acceptable to City. The criteria for acceptance of the work provided under this Agreement shall be a product of neat appearance, well organized, that is technically and grammatically correct, checked and having the maker and checker identified. The minimum standard of appearance, organization and content of the drawings shall be that used by City for similar projects.

MONITORING OF SERVICES.

City may monitor the Services performed under this Agreement to determine whether Contractor's operation conforms to City policy and to the terms of this Agreement. City may also monitor the Services to be performed to determine whether financial operations are conducted in accord with applicable City, county, state, and federal requirements. If any action of Contractor constitutes a breach, City may terminate this Agreement pursuant to the provisions described herein.

WARRANTY.

Contractor expressly warrants that all materials and services covered by this Agreement shall be fit for the purpose intended, shall be free from defect, and shall conform to the specifications, requirements, and instructions upon which this Agreement is based. Contractor agrees to promptly replace or correct any incomplete, inaccurate, or defective Services at no further cost to City when defects are due to the negligence, errors or omissions of Contractor. If Contractor fails to promptly correct or replace materials or services, City may make corrections or replace materials or services and charge Contractor for the cost incurred by City.

PERFORMANCE OF SERVICES.

Contractor shall perform all requested services in an efficient and expeditious manner and shall work closely with and be guided by City. Contractor shall be as fully responsible to

City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed by it. Contractor will perform all Services in a safe manner and in accordance with all federal, state and local operation and safety regulations.

BUSINESS TAX LICENSE REQUIRED.

Contractor must comply with Santa Clara City Code section 3.40.060, as that section may be amended from time to time or renumbered, which requires that any person who transacts or carries on any business in the City of Santa Clara pay business license tax to the City. A business tax certificate may be obtained by completing the Business Tax Affidavit Form and paying the applicable fee at the Santa Clara City Hall Municipal Services Division.

RESPONSIBILITY OF CONTRACTOR.

Contractor shall be responsible for the professional quality, technical accuracy and coordination of the Services furnished by it under this Agreement. Neither City's review, acceptance, nor payments for any of the Services required under this Agreement shall be construed 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 and Contractor shall be and remain liable to City in accordance with applicable law for all damages to City caused by Contractor negligent performance of any of the Services furnished under this Agreement.

Any acceptance by City of plans, specifications, construction contract documents, reports, diagrams, maps and other material prepared by Contractor shall not in any respect absolve Contractor from the responsibility Contractor has in accordance with customary standards of good professional practice in compliance with applicable federal, state, county, and/or municipal laws, ordinances, regulations, rules and orders.

COMPENSATION AND PAYMENT.

In consideration for Contractor's complete performance of Services, City shall pay Contractor for all materials provided and services rendered by Contractor at the rate per hour for labor and cost per unit for materials as outlined in Exhibit B, entitled "SCHEDULE OF FEES."

Contractor will bill City on a monthly basis for Services provided by Contractor during the preceding month, subject to verification by City. City will pay Contractor within thirty (30) days of City's receipt of invoice.

TERMINATION OF AGREEMENT.

Either Party may terminate this Agreement without cause by giving the other Party written notice ("Notice of Termination") which clearly expresses that Party's intent to terminate the Agreement. Notice of Termination shall become effective no less than thirty (30) calendar days after a Party receives such notice. After either Party terminates

the Agreement, Contractor shall discontinue further services as of the effective date of termination, and City shall pay Contractor for all Services satisfactorily performed up to such date.

NO ASSIGNMENT OR SUBCONTRACTING OF AGREEMENT.

City 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 City. Contractor shall not hire subcontractors without express written permission from City.

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.

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 City. Contractor has full rights, however, to manage its employees in their performance of Services under this Agreement. Contractor is not authorized to bind City to any contracts or other obligations.

NO PLEDGING OF CITY'S CREDIT.

Under no circumstances shall Contractor have the authority or power to pledge the credit of City or incur any obligation in the name of City. Contractor shall save and hold harmless the City, its City Council, its officers, employees, boards and commissions for expenses arising out of any unauthorized pledges of City's credit by Contractor under this Agreement.

CONFIDENTIALITY OF MATERIAL.

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

USE OF CITY NAME OR EMBLEM.

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

OWNERSHIP OF MATERIAL.

All material, including information developed on computer(s), which shall include, but not be limited to, data, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports and other material developed, collected, prepared or caused to be prepared under this Agreement shall be the property of City but Contractor may retain and use copies thereof. City shall not be limited in any way or at any time in its use of said material. However, Contractor shall not be responsible for damages resulting from the use of said material for work other than Project, including, but not limited to, the release of this material to third parties.

RIGHT OF CITY TO INSPECT RECORDS OF CONTRACTOR.

City, through its authorized employees, representatives or agents shall have the right during the term of this Agreement and for three (3) 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 City. Any expenses not so recorded shall be disallowed by City.

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

CORRECTION OF SERVICES.

Contractor agrees to correct any incomplete, inaccurate or defective Services at no further costs to City, when such defects are due to the negligence, errors or omissions of Contractor.

FAIR EMPLOYMENT.

Contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, gender, sexual orientation, age, disability, religion, ethnic background, or marital status, in violation of state or federal law.

HOLD HARMLESS/INDEMNIFICATION.

To the extent permitted by law, Contractor agrees to protect, defend, hold harmless and indemnify City, its City Council, commissions, officers, employees, volunteers and agents from and against any claim, injury, liability, loss, cost, and/or expense or damage, including all costs and reasonable attorney's fees in providing a defense to any claim arising therefrom, for which City shall become liable arising from Contractor's negligent, reckless or wrongful acts, errors, or omissions with respect to or in any way connected with the Services performed by Contractor pursuant to this Agreement.

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 City insurance policies with respect to employees and vehicles assigned to the Performance of Services under this Agreement with coverage amounts, required endorsements, certificates of insurance, and coverage verifications as defined in Exhibit C.

AMENDMENTS.

This Agreement may be amended only with the written consent of both Parties.

INTEGRATED DOCUMENT.

This Agreement represents the entire agreement between City and Contractor. No other understanding, agreements, conversations, or otherwise, with any representative of City prior to execution of this Agreement shall affect or modify any of the terms or obligations of this Agreement. Any verbal agreement shall be considered unofficial information and is not binding upon City.

SEVERABILITY CLAUSE.

In case any one or more of the provisions in this Agreement shall, for any reason, be held invalid, illegal or unenforceable in any respect, it shall not affect the validity of the other provisions, which shall remain in full force and effect.

WAIVER.

Contractor agrees that waiver by City 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.

NOTICES.

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

City of Santa Clara
Attention: insert Dept. here
1500 Warburton Avenue
Santa Clara, California 95050
or by facsimile at (408) -

And to Contractor addressed as follows:

Name:
Address:
or by facsimile at () -

If notice is sent via facsimile, a signed, hard copy of the material shall also be mailed. The workday the facsimile was sent shall control the date notice was deemed given if there is a facsimile machine generated document on the date of transmission. A facsimile transmitted after 1:00 p.m. on a Friday shall be deemed to have been transmitted on the following Monday.

CAPTIONS.

The captions of the various sections, paragraphs and subparagraphs of this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation.

LAW GOVERNING CONTRACT 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.

DISPUTE RESOLUTION.

Unless otherwise mutually agreed to by the Parties, any controversies between Contractor and City regarding the construction or application of this Agreement, and claims arising out of this Agreement or its breach, shall be submitted to mediation within thirty (30) days of the written request of one Party after the service of that request on the other Party.

The Parties may agree on one mediator. If they cannot agree on one mediator, the Party demanding mediation shall request the Superior Court of Santa Clara County to appoint a mediator. The mediation meeting shall not exceed one day (eight (8) hours). The Parties may agree to extend the time allowed for mediation under this Agreement.

The costs of mediation shall be borne by the Parties equally.

For any contract dispute, mediation under this section is a condition precedent to filing an action in any court. In the event of mediation which arises out of any dispute related to this Agreement, the Parties shall each pay their respective attorney's fees, expert witness costs and cost of suit, through mediation only. In the event of litigation, the prevailing party shall recover its reasonable costs of suit, expert's fees and attorney's fees.

COMPLIANCE WITH ETHICAL STANDARDS.

Contractor shall:

Read Exhibit D, entitled "ETHICAL STANDARDS FOR CONTRACTORS SEEKING TO ENTER INTO AN AGREEMENT WITH THE CITY OF SANTA CLARA, CALIFORNIA"; and,

Execute Exhibit E, entitled "AFFIDAVIT OF COMPLIANCE WITH ETHICAL STANDARDS."

AFFORDABLE CARE ACT OBLIGATIONS

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

CONFLICT OF INTERESTS.

This Agreement does not prevent either Party from entering into similar agreements with other parties. To prevent a conflict of interest, Contractor certifies that to the best of its knowledge, no City 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 City if a conflict arises.

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; and, the Parties agree that signatures on this Agreement, including those transmitted by facsimile, shall be sufficient to bind the Parties.

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

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

APPROVED AS TO FORM:

Dated: _____

RICHARD E. NOSKY, JR.
City Attorney

RAJEEV BATRA
Acting City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

ATTEST:

ROD DIRIDON, JR.
City Clerk

“CITY”

***INSERT CONTRACTOR’S NAME**

*choose one: corporation/partnership/individual

Dated: _____

By: _____
(Signature of Person executing the Agreement on behalf of Contractor)

Name: _____

Title: _____

Local Address: _____

Email Address: _____

Telephone: () _____

Fax: () _____

“CONTRACTOR”

**AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA
AND
*INSERT CONTRACTOR'S NAME**

EXHIBIT A

SCOPE OF SERVICES

The Services to be performed for the City by the Contractor under this Agreement are more fully described in the Contractor's proposal entitled, "***insert name of proposal**" dated ***insert date of proposal**, which is attached to this Exhibit A.

**AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA
AND
*INSERT CONTRACTOR'S NAME**

EXHIBIT B

SCHEDULE OF FEES

In no event shall the amount billed to City by Contractor for services under this Agreement exceed *spell out dollar amount (\$*insert numerical dollar amount), subject to budget appropriations.

**AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA
AND**

***INSERT CONTRACTOR'S NAME**

EXHIBIT C

INSURANCE REQUIREMENTS

**INSURANCE COVERAGE REQUIREMENTS
FOR PROFESSIONAL SERVICES**

Without limiting the Consultant's indemnification of the Santa Clara Stadium Authority ("Stadium Authority"), and prior to commencing any of the Services required under this Agreement, the Consultant shall provide and maintain in full force and effect during the period of performance of the Agreement and for twenty-four (24) months following acceptance by the Stadium Authority, at its sole cost and expense, the following insurance policies from insurance companies authorized to do business in the State of California. These policies shall be primary insurance as to the Stadium Authority so that any other coverage held by the Stadium Authority shall not contribute to any loss under Consultant's insurance. The minimum coverages, provisions and endorsements are as follows:

A. COMMERCIAL GENERAL LIABILITY INSURANCE

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

Exact structure and layering of the coverage shall be left to the discretion of Consultant; 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.

The following provisions shall apply to the Commercial Liability policy as well as any umbrella policy maintained by the Consultant to comply with the insurance requirements of this Agreement:

Coverage shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits;

There shall be no cross liability exclusion which precludes coverage for claims or suits by one insured against another; and

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.

In the event that the Work being performed under this Agreement involves transporting of hazardous or regulated substances, hazardous or regulated wastes and/or hazardous or regulated materials, Consultant and/or its subcontractors involved in such activities shall provide coverage with a limit of one million dollars (\$1,000,000) per accident covering transportation of such materials by the addition to the Business Auto Coverage Policy of Environmental Impairment Endorsement MCS90 or Insurance Services Office endorsement form CA 99 48, which amends the pollution exclusion in the standard Business Automobile Policy to cover pollutants that are in or upon, being transported or towed by, being loaded onto, or being unloaded from a covered auto.

C. WORKERS' COMPENSATION

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.

The indemnification and hold harmless obligations of Consultant 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).

This policy must include a Waiver of Subrogation in favor of the Stadium Authority, its governing board, subordinate boards, 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 Consultant. 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 occurrence or two million dollars (\$2,000,000) aggregate. Any coverage containing a deductible or self-retention must first be approved in writing by the Stadium Authority General Counsel's Office.

E. COMPLIANCE WITH REQUIREMENTS

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

Additional Insureds. The Santa Clara Stadium Authority, its governing board, subordinate boards, officers, employees, volunteers and agents (“Indemnified Parties”) are hereby added as additional insureds in respect to liability arising out of Consultant’s work for the Stadium Authority, 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.

Primary and non-contributing. Each insurance policy provided by Consultant 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 Indemnified Parties may possess, including any self-insurance or self-insured retention they may have. Any other insurance that the Indemnified Parties may possess shall be considered excess insurance only and shall not be called upon to contribute with Consultant’s insurance.

Cancellation.

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 the Stadium Authority 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.

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 the Stadium Authority 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.

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

Consultant and the Stadium Authority agree as follows:

Consultant 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 Consultant, provide the same minimum insurance coverage required of Consultant, except as with respect to limits. Consultant 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. Consultant agrees that upon request by the Stadium Authority, all agreements with, and insurance compliance documents provided by, such subcontractors and others engaged in the project will be submitted to the Stadium Authority for review.

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

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

H. EVIDENCE OF COMPLIANCE

Consultant 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, and be delivered to the Stadium Authority through its representative as set forth below, at or prior to execution of this Agreement. Upon the Stadium Authority's request, Consultant shall submit to the Stadium Authority 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 the Stadium Authority pursuant to this Agreement shall be mailed to:

EBIX Inc.
Santa Clara Stadium Authority [*insert City department name here]
P.O. 12010-S2 or 151 North Lyon Avenue
Hemet, CA 92546-8010 Hemet, CA 92543

Telephone number: 951-766-2280
Fax number: 770-325-0409
Email address: ctsantaclara@ebix.com

I. QUALIFYING INSURERS

All of the insurance companies providing insurance for Consultant 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 Stadium Authority or its insurance compliance representatives.

**AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA
AND**

***INSERT CONTRACTOR'S NAME**

EXHIBIT D

**ETHICAL STANDARDS FOR CONTRACTORS SEEKING TO ENTER INTO
AN AGREEMENT WITH THE CITY OF SANTA CLARA, CALIFORNIA**

Termination of Agreement for Certain Acts.

- A. The City may, at its sole discretion, terminate this Agreement in the event any one or more of the following occurs:

If a Contractor¹ does any of the following:

Is convicted² of operating a business in violation of any Federal, State or local law or regulation;

Is convicted of a crime punishable as a felony involving dishonesty³;

Is convicted of an offense involving dishonesty or is convicted of fraud or a criminal offense in connection with: (1) obtaining; (2) attempting to obtain; or, (3) performing a public contract or subcontract;

Is convicted of any offense which indicates a lack of business integrity or business honesty which seriously and directly affects the present responsibility of a City contractor or subcontractor; and/or,

Made (or makes) any false statement(s) or representation(s) with respect to this Agreement.

¹ For purposes of this Agreement, the word "Consultant" (whether a person or a legal entity) also refers to "Contractor" and means any of the following: an owner or co-owner of a sole proprietorship; a person who controls or who has the power to control a business entity; a general partner of a partnership; a principal in a joint venture; or a primary corporate stockholder [i.e., a person who owns more than ten percent (10%) of the outstanding stock of a corporation] and who is active in the day to day operations of that corporation.

² For purposes of this Agreement, the words "convicted" or "conviction" mean a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere within the past five (5) years.

³ As used herein, "dishonesty" includes, but is not limited to, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, failure to pay tax obligations, receiving stolen property, collusion or conspiracy.

If fraudulent, criminal or other seriously improper conduct of any officer, director, shareholder, partner, employee or other individual associated with the Contractor can be imputed to the Contractor when the conduct occurred in connection with the individual's performance of duties for or on behalf of the Contractor, with the Contractor's knowledge, approval or acquiescence, the Contractor's acceptance of the benefits derived from the conduct shall be evidence of such knowledge, approval or acquiescence.

The City may also terminate this Agreement in the event any one or more of the following occurs:

The City determines that Contractor no longer has the financial capability⁴ or business experience⁵ to perform the terms of, or operate under, this Agreement; or,

If City determines that the Contractor fails to submit information, or submits false information, which is required to perform or be awarded a contract with City, including, but not limited to, Contractor's failure to maintain a required State issued license, failure to obtain a City business license (if applicable) or failure to provide and maintain bonds and/or insurance policies required under this Agreement.

In the event a prospective Contractor (or bidder) is ruled ineligible (debarred) to participate in a contract award process or a contract is terminated pursuant to these provisions, Contractor may appeal the City's action to the City Council by filing a written request with the City Clerk within ten (10) days of the notice given by City to have the matter heard. The matter will be heard within thirty (30) days of the filing of the appeal request with the City Clerk. The Contractor will have the burden of proof on the appeal. The Contractor shall have the opportunity to present evidence, both oral and documentary, and argument.

⁴ Contractor becomes insolvent, transfers assets in fraud of creditors, makes an assignment for the benefit of creditors, files a petition under any section or chapter of the federal Bankruptcy Code (11 U.S.C.), as amended, or under any similar law or statute of the United States or any state thereof, is adjudged bankrupt or insolvent in proceedings under such laws, or a receiver or trustee is appointed for all or substantially all of the assets of Contractor.

⁵ Loss of personnel deemed essential by the City for the successful performance of the obligations of the Contractor to the City.

**AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA
AND**

***INSERT CONTRACTOR'S NAME**

EXHIBIT E

AFFIDAVIT OF COMPLIANCE WITH ETHICAL STANDARDS

I hereby state that I have read and understand the language, entitled "Ethical Standards" set forth in Exhibit D. I have the authority to make these representations on my own behalf or on behalf of the legal entity identified herein. I have examined appropriate business records, and I have made appropriate inquiry of those individuals potentially included within the definition of "Contractor" contained in Ethical Standards at footnote 1.

Based on my review of the appropriate documents and my good-faith review of the necessary inquiry responses, I hereby state that neither the business entity nor any individual(s) belonging to said "Contractor" category [i.e., owner or co-owner of a sole proprietorship, general partner, person who controls or has power to control a business entity, etc.] has been convicted of any one or more of the crimes identified in the Ethical Standards within the past five (5) years.

The above assertions are true and correct and are made under penalty of perjury under the laws of the State of California.

***INSERT CONTRACTOR'S NAME**

***choose one: a corporation/partnership/individual**

By: _____
Signature of Authorized Person or Representative

Name: _____

Title: _____

NOTARY'S ACKNOWLEDGMENT TO BE ATTACHED

Please execute the affidavit and attach a notary public's acknowledgment of execution of the affidavit by the signatory. If the affidavit is on behalf of a corporation, partnership, or other legal entity, the entity's complete legal name and the title of the person signing on behalf of the legal entity shall appear above. Written evidence of the authority of the person executing this affidavit on behalf of a corporation, partnership, joint venture, or any other legal entity, other than a sole proprietorship, shall be attached.

ATTACHMENT E
Sample Cost Proposal Format

Schedule of Annual Professional Fees and Expenses
For the Audit of SCSA Finances April 1, 2014 - March 31, 2016

	Rate	Hours	Cost (rate x hours)
Partners	\$ -	\$ -	\$ -
Managers			
Supervisory Staff			
Staff			
Other (Specify)			
<i>Subtotal Staff</i>			

Billable Expenses	\$ -		\$ -
Meals & Lodging			
Transportation			
Other (Specify)			
<i>Subtotal Billable Expenses</i>			

<i>Total Maximum Cost</i>	\$ -	\$ -	\$ -
---------------------------	------	------	------

SANTA CLARA STADIUM AUTHORITY, FINANCE DEPARTMENT

Comprehensive Audit of Stadium Authority Finances

For the period April 1, 2014 – March 31, 2016

Grant Thornton LLP
770 L Street, Suite 950
Sacramento, CA, 95814
T 916.449.3991
F 916.449.3981

Vanessa Burke, Managing Director
T 916.449.3991
F 916.449.3981
Vanessa.Burke@us.gt.com

June 6th, 2016





Table of Contents

Cover Letter	ii
Chapter 1 – Proposal Summary	1
Chapter 2 – Profile on the Proposing Firm	3
Chapter 3 – Qualifications of the Firm	7
Chapter 4 – Product Description, Work Plan or Proposal	13
Chapter 5 – Project Schedule	18
Chapter 6 – Project Staffing	19
Chapter 7 – Project Exceptions	22
Chapter 8 – Proposal Costs Sheet and Rates	24

Attachments:

- Attachment A – Scope of Work/Services
- Attachment B – Proposer’s Information Form
- Attachment C – Certification of Non-Discrimination
- Attachment E – Cost Proposal Format
- Attachment F - Resumes



June 6th, 2016

Santa Clara County Stadium Authority
Finance Department
1500 Warburton Ave
Santa Clara, CA, 95050
ATTN: David Noce

Grant Thornton LLP
770 L Street, Suite 950
Sacramento, CA, 95814
T 916.449.3991
F 916.449.3981
www.GrantThornton.com

Subject: Comprehensive Audit of Stadium Authority Finances

Dear Mr. Noce,

Grant Thornton is pleased to submit this proposal to the City of Santa Clara Stadium Authority (Authority) to provide professional services fully responsive to the specifications of the Request for Proposal (RFP).

We have carefully read and fully understand the information that was provided by the Authority which serves as the basis for the submission of our Proposal. You will find our Proposal presents Grant Thornton, not only as a leader in the public sector at the federal, state, and local levels of government, but unique in that we complement that deep industry expertise with a team of experts familiar with other sports teams and venues. We believe this will be unmatched by our competition but necessary to successfully understand and complete all responsibilities, obligations and deliverables in our Proposal.

We are confident for the reasons outlined below that we are the most qualified Proposer to provide the professional services required by the Authority:

- **Extensive experience in the government sector** – Public sector clients have been a strategic focus of our firm for many years and will likely be one of the largest industry groups in the firm by 2020. While other large firms were discontinuing audit services to government agencies over the past ten years, we instead have built a national network of skilled audit professionals to serve this important market. This experience includes significant involvement with the Governmental Accounting Standards Board (GASB) as well as extensive knowledge in and a proven track record with the Government Finance Officers Association (GFOA) Certificate of Achievement for Excellence in Financial Reporting. **Your benefit:** As outlined throughout this proposal, we have the breadth, knowledge and experience to excel in government audit services.
- **A firm that also understands the unique aspects of professional sports teams and arena operations** - We know there are unique elements to this business such as stadium financing, revenue sharing, collective bargaining, and public-private partnerships. Our firm and the Grant Thornton team's experience with other sports franchises puts us in the unique position of understanding these elements of your business from both a financial as well as business perspective. Providing practical business advice, perspectives and ideas is a huge part of our service model. We also work with enough sports teams to understand that this is entertainment. **Your benefit:** The City and Authority can focus on a new stadium and serving the public with an impressive entertainment complex in the Bay Area. We add the expertise to understand operating a stadium and can provide you the valuable advice and recommendations you expect from us.
- **We're bigger than most – all but about four.** We serve clients in most states in the U.S. and nearly every country around the world. But, we also have offices in places like Sacramento, Reno, Oklahoma City and Wichita – places where some of our larger competitors left the government sector long ago.



Sure our competitors have a bigger presence in Azerbaijan. We have a bigger presence in Oklahoma. **Your benefit:** you get a national firm with a local focus and in government.

- **We understand your challenges** – We believe Grant Thornton’s experience in serving City’s that have had to budget and work with operators of stadiums and arenas within the professional sports industry is unmatched in the industry and includes working with clients in the NFL, MLB, NBA and NHL. **Your benefit:** We are more prepared and well versed than any other firm having had to manage issues specific to the industry as well as organizational structures with closely-held ownership groups and public-private partnerships.

Except as may be discussed in Chapter 7 to this Proposal, Grant Thornton accepts in principle the contract terms and conditions included in the solicitation as drafts of certain provisions of a contract, the final terms of which we anticipate being mutually negotiated through clarifications, changes and additional provisions to cover the circumstances of the engagement as finally awarded. Grant Thornton reserves the right to negotiate the terms and conditions outlined in the solicitation and as required by our industry professional standards for the mutually agreed upon scope of services to be provided to the Client by Grant Thornton. We are confident we will be able to come to a mutually satisfactory agreement with the Authority, as we have many times in the past in similar procurement situations with public sector entities, regarding terms and conditions, or with any exceptions identified.

We certify that all information included in this proposal is true and correct and have not, in any way, conspired to agree, directly or indirectly with any person, firm, corporation, or other proposer in regards to the amount, term or conditions of this proposal.

We acknowledge that the Authority has the right to make any inquire it deems appropriate to substantiate or supplement information supplied by Grant Thornton, and Grant Thornton hereby grants the Authority permission to make any and all inquiries or submit timely any additional requests for information needed to supplement the Authorities understanding of our Proposal.

Prices in this proposal are valid for at least 180 calendar days from the date of receipt by the Authority.

Please feel free to contact Vanessa.Burke@us.gt.com or 630-426-5203 or Jack Reagan at Jack.Reagan@us.gt.com or 703-637-2730 should you have any questions regarding this proposal or require additional information. For contract or insurance questions, please contact our Contracts Specialist, Virginia Dawson at 512-692-1235 or Virginia.Dawson@us.gt.com. Thank you for your interest in Grant Thornton.

Sincerely,

GRANT THORNTON LLP

John E Reagan III
Partner

Vanessa Burke
Managing Director



Discuss the highlights, key features and distinguishing points of the Proposal. A separate sheet shall include a list of individuals and contacts for this Proposal and how to communicate with them. Limit this Chapter to a total of three (3) pages, including the separate sheet.

How can you be confident Grant Thornton is the right firm for you?

Accountability to the public is essential for every governmental entity. An audit provides that independent, objective, fact-based assessment of stewardship, cost, or performance of programs and operations.

Below are a few reasons why we are best suited to serve you:

- **Extensive experience in the government sector** – Public sector clients have been a strategic focus of our firm for many years. We have built a national network of skilled audit professionals to serve this important market. **No other firm** you are considering is more experienced, committed or better suited to meet the Authority’s needs than Grant Thornton. Your proposed team brings national qualifications, having audited many large and complex governmental entities, including the Port of Houston, Cities of Dallas, Phoenix, New York, San Antonio, Boston, Oklahoma City, Long Beach, Washington, DC, Baltimore, Nashville and Las Vegas. We just began our first year audit of the neighboring City of San Jose which is being served by the same audit team.
- **A solid audit team** - Both your engagement partner, Jack Reagan, and Kim McCormick, the Engagement Quality Reviewer, have been special review committee members of the GFOA certificate program. They have both also served on special review committees for the GASB Comprehensive Implementation Guide and the AICPA State and Local Audit and Accounting Guide. In addition, Vanessa Burke has audited large California government agencies and served as the CFO of the City of Stockton with a \$650 million budget. In her role as CFO, she completed the second largest municipal bankruptcy in the history of the United States and issued over \$100 million in debt.
- **Practical, scalable, actionable advice** - Many large firms offer over-engineered solutions and advice that is theoretical, but not necessarily practical or easy to implement. We know that the biggest ideas are not necessarily the best ideas. We focus solely on what needs to be done—and know how to do it in practical ways that are relevant to the Authority’s needs. Our approach provides clarity to each service engagement, less disruption, and increased speed for a successful project completion.
- **We’re smart enough to know that we don’t know it all** - Even our most pedigreed partners are friendly, curious, engaged professionals who leave their egos at the door. With almost 56% of our partners and principals being veterans of Big Four firms, they will tell you that they joined Grant Thornton to be part of an environment that is more closely connected to the clients they serve. You will work with a team that is energized by listening to you, learning from you, and enjoying your company.



Grant Thornton

An instinct for growth

Santa Clara Stadium Authority

Comprehensive Audit of Stadium Authority Finances

If the above doesn't say it well enough, we encourage you to contact our references to hear what they are saying about us and our work.

Your local audit team primary contact information follows:

Vanessa Burke | Managing Director

Grant Thornton LLP

Global Public Sector

770 L Street, Suite 950

Sacramento, California 95814

Direct | 630-426-5203

Fax | 916-449-3981

Cell | 916-230-7068

Email | Vanessa.Burke@us.gt.com



Grant Thornton At-A-Glance

The people in the independent firms of Grant Thornton International Ltd provide personalized attention and the highest quality service to public and private clients in more than 120 countries. Grant Thornton LLP is the U.S. member firm of Grant Thornton International Ltd, one of the six global audit, tax and advisory organizations. Grant Thornton International Ltd and its member firms are not a worldwide partnership, as each member firm is a separate and distinct legal entity.

Statistics	Grant Thornton member firms worldwide	U.S. member firm
Revenues (USD)	\$4.63 billion	\$1.56 billion
Personnel (incl. Partners)	42,204	7,283
Partners	3,087	565
Offices	733	58
Statistics as of:	Sept. 30, 2015	Dec. 31, 2015

In the U.S., visit Grant Thornton LLP at www.GrantThornton.com for a description of all our Grant Thornton services, offices and contact information.

Your local audit team primary contact information follows:

Vanessa Burke | Managing Director
Grant Thornton LLP
Global Public Sector
770 L Street, Suite 950
Sacramento, California 95814
Direct | 630-426-5203
Fax | 916-449-3981
Cell | 916-230-7068
Email | Vanessa.Burke@us.gt.com



Grant Thornton's History

In 1924, 26-year-old Alexander Richardson Grant founded Alexander Grant & Co. in Chicago. Grant, who had been a senior accountant with Ernst & Ernst (now Ernst & Young), chose to leave the comfort of an established company to pursue his plan for public accounting. Alexander Grant was committed to providing services to mid-sized companies, a commitment the firm still holds today. Despite the untimely passing of Grant in 1938, Alexander Grant & Co. continued to grow nationally under the guidance of several dynamic and innovative chief executive officers.

The 1950s and early 1960s were a time of both explosive growth and centralization for the firm. The national office in Chicago was established and net revenue exceeded \$5 million in 1961. During the mid-1960s, the firm's leadership decided it was the ideal time to expand internationally. In 1969, with Wallace E. Olson at the helm, Alexander Grant & Co. joined with firms from Australia, Canada and the United Kingdom to establish the organization of Alexander Grant Tansley Witt. This organization operated successfully for 10 years.

By 1980, Alexander Grant & Co. joined with 49 other accounting firms, including Thornton Baker in the UK, a firm with similar qualities, clients, personnel numbers and values, to form a global organization, Grant Thornton International. Following its merger with Denver-based Fox & Co. in 1985, Alexander Grant & Co. became the ninth largest accounting firm in the United States, behind that era's cadre of "Big Eight" firms. In 1986, Alexander Grant & Co. changed its name to Grant Thornton, reflecting its affiliation with the United Kingdom firm Thornton Baker, which also changed its name to Grant Thornton.

Today, Grant Thornton LLP is the U.S. member firm of Grant Thornton International Ltd, one of the world's leading organizations of independent audit, tax and advisory firms. These firms help dynamic organizations unlock their potential for growth by providing meaningful, forward-looking advice. Proactive teams, led by approachable partners in these firms, use insights, experience and instinct to understand complex issues faced by privately owned, publicly listed and public sector clients and help them to find solutions. More than 42,000 Grant Thornton people, across more than 120 countries, are focused on making a difference to clients, colleagues and the communities in which we live and work.

Depth of governmental resources to serve you

With 58 offices across the United States (seven in California), 550 partners and 7,000 employees we will offer you the access to national resources that a Big Four firm would provide while giving you the hands-on partner and manager attention you should expect. Grant Thornton provides Audit Services, Tax Services and Advisory Services in three different sectors/channels:

- **Private:** privately-held for-profit organizations
- **Public:** publicly traded companies

90 years of making a difference



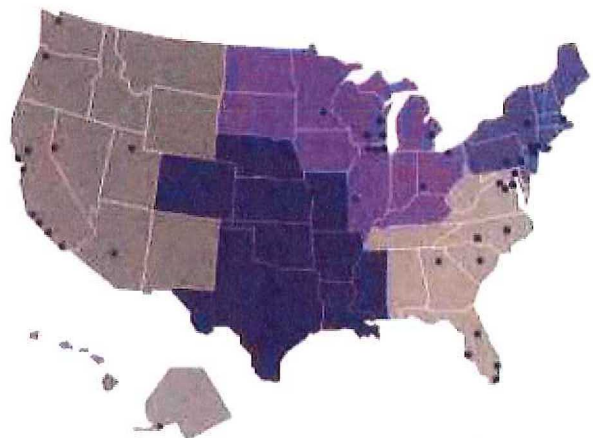


- **Global Public Sector:** domestic and international federal governments, state, local and municipal governments and authorities and non-governmental organizations (NGOs)

The Global Public Sector is comprised of professionals dedicated to federal, state and local government industry throughout the world and supported by our Alexandria, VA office. Our professionals spend 100% of their time devoted to providing audit and advisory services to federal, state and local governmental entities. Teams across Public Sector collaborate to provide our clients with practical support grounded in specific market and industry knowledge. Our professionals are focused on helping improve efficiency, increase transparency and deliver projects more confidently. The services we offer are backed by an international capability built on Grant Thornton's 90 years' experience of working with government agencies across the country and the globe.

With 28 partners, principals and managing directors and over 800 professionals, Public Sector is one of Grant Thornton's largest and fastest growing practices in the United States, delivering innovative, cutting-edge financial, performance

What this means is the Authority gets the best of both worlds – a large national firm with extensive resources that is highly trusted by rating agencies and the public markets and the commitment, dedication and personal attention of a smaller firm. We will offer the Authority the best team from our offices nationwide, utilizing partners and senior team members locally with extensive government experience to assist you through the audit.



What's in it for you?

The Authority will be able to take full advantage of our deep industry knowledge and depth of government experience, and will receive attentive, industry-specific service. It means that we are familiar with Authority's challenges, as well as those faced by similar entities, and are prepared to be more than just auditors to you. With deep understanding of your operations we will assist you with the identification of issues and the development of alternative solutions. Our success in serving our clients is a direct function of the experience, education and commitment of our professionals. We understand what it takes to provide outstanding professional service and we continue to commit the key personnel necessary to ensure that we continue to exceed your expectations with the following:

- An engagement team that understands the government industry and its interaction with sports and entertainment industry arena and stadium operations,
- A group of responsive professionals dedicated to providing distinctive client service, and
- Access to national expertise and specialized knowledge of reporting requirements, industry practice and information technology matters, when needed.



Grant Thornton

An instinct for growth™

Santa Clara Stadium Authority

Comprehensive Audit of Stadium Authority Finances

Listing of Claims, Lawsuits, or Litigation

While Grant Thornton LLP expects to resolve all pending matters without any material detrimental impact to the firm, like most accounting firms of any size, Grant Thornton LLP does not disclose or discuss its litigation. Litigation is generally disposed of in the normal course of business and under any applicable professional indemnity insurance policy.



Chapter 3 – Qualifications of the Firm

This Chapter shall include a brief description of the Proposer’s qualifications and previous experience supplying like services and/or equipment to similar public agencies. Include all areas of expertise, scope of services provided, and relevant experience, including description of each project, role of professional for that project and date completed. Include product provided, the total project cost, the period over which the provision and training was completed, and the name, title, phone number and email address of clients to be contacted for references. Give a brief statement of the firm’s adherence to the schedule and budget for each project.

Five (5) references from clients with similar projects must be submitted along with the names and telephone numbers of contact persons.

Grant Thornton has provided services to the following large complex governmental entities with annual budgets exceeding \$1 billion:

Entity	Annual Budget	Financial Statement Audit	OMB Circular A-133 Audit	Pension Fund Audit	Large Enterprise >\$1.0b	Review of IT Systems	GFOA Certificate
The Port of Houston Authority	\$300 million	✓	✓			✓	✓
City of Dallas, TX	\$2.6 billion	✓	✓	✓	✓	✓	✓
City of San Antonio, TX	\$2.2 billion	✓	✓		✓	✓	✓
City of Phoenix, AZ	\$3.5 billion	✓	✓	✓	✓	✓	✓
City of Richmond, VA	\$1.6 billion	✓	✓		✓	✓	✓

Each audit above is performed at multiple departments and the entity uses multiple information technology systems for financial reporting and Federal compliance purposes.

City of New York- Grant Thornton is the auditor of the City of New York, the largest city in the country (by population), with an annual budget of \$79.9 billion and total primary assets of over \$88.3 billion. The City of New York has 5 major funds and 33-35 major federal programs for single audit purposes. The audit is performed at multiple departments and the City uses multiple information technology systems for financial reporting and Federal compliance purposes.



An instinct for growth™

City of Dallas – Grant Thornton is the auditor of the City of Dallas, the ninth largest city in the country (by population), with an annual budget of \$2.6 billion and total primary government assets of over \$10 billion. The City of Dallas has 9 major funds and 13 major federal programs for single audit purposes. The audit is performed at multiple departments and the City uses multiple information technology systems for financial reporting and Federal compliance purposes.

City of San Antonio – Grant Thornton served as the auditor of the City of San Antonio, the seventh largest city in the country (by population), with an annual budget of \$2.2 billion and total primary government assets of over \$6 billion for the past five years. The City of San Antonio has 10 major funds and 16 major federal programs for single audit purposes. The audit is performed at multiple departments and the City uses multiple information technology systems for financial reporting and Federal compliance purposes.

City of Phoenix – Grant Thornton is the auditor of the City of Phoenix, the sixth largest city in the country (by population), with an annual budget of \$3.5 billion and total primary government assets of over \$16 billion. The City of Phoenix has 11 major funds and 18 major federal programs for single audit purposes. The audit is performed at multiple departments and the City uses multiple information technology systems for financial reporting and Federal compliance purposes.

City of Richmond – Grant Thornton is the auditor of the City of Richmond with an annual budget of \$1.6 Billion and total primary assets of over \$2,916.5 million. The City of Richmond has 10 major funds and 5 major federal programs for single audit purposes. The audit is performed at multiple departments and the City uses multiple information technology systems for financial reporting and Federal compliance purposes.

The Port of Houston Authority – Grant Thornton is the auditor of the Port of Houston Authority with an annual budget of \$300 million. The audit is performed at multiple departments and the Port of Houston Authority uses multiple information technology systems for financial reporting and Federal compliance purposes.

Other General Government Experience

The entities presented below are general purpose governments with fund financial statements, decentralized IT and accounting systems, Federal programs and complex accounting issues. Grant Thornton has audited many cities across the country. We have provided those entities with single and financial audits, IT system reviews and federal grant accounting services.

- City of Arlington, Texas
- City of Carrollton, Texas*
- City of Columbus, Ohio
- City of Coppell, Texas*
- City of Farmers Branch, Texas*
- City of Fayetteville, Arkansas*
- City of Irving, Texas*
- City of Lewisville, Texas*
- City of Mesquite, Texas*
- City of Plano, Texas*
- Oklahoma City, Oklahoma*

*Awarded GFOA Certificate of Achievement for Excellence in Financial Reporting



Grant Thornton has extensive experience with OMB Circular A-133 Audits; we annually conduct over 200 such audits covering more than \$7.6 billion in Federal expenditures. As an expert in this area, we are familiar with cost accounting and reimbursement rules which will aid in our review of the Authority’s financial data and claims. A select listing of large, complex OMB Circular A-133 audits follows:

- City of Dallas, Texas
- City of Phoenix, Arizona
- City of San Antonio
- State of Hawaii – Office of Hawaiian Affairs
- State of Hawaii – Department of Education
- Georgia Tech Research Corporation of Georgia Institute of Technology
- Nevada System of Higher Education
- Oklahoma Student Loan Authority
- Southern Ute Indian Tribe
- University of Massachusetts
- University of Oklahoma
- University of Oklahoma Health Sciences Center
- University of Vermont

Experience with Other Governmental Compliance Audits

Grant Thornton assisted various federal agencies with FISMA and A-123 and other information technology control activities, including security test and evaluations and compliance with OMB A-123 based on NIST 800-53 evaluations. Our professionals are experienced in assessing network boundaries for large multi-location complex infrastructures, IT controls testing for FISMA and segregation of duties testing for enterprise applications. We have implemented A-123 and other similar internal control-related programs across more than 20 Federal entities, at both department and agency level organizations. Federal agencies that we have provided these services to:

- Centers for Medicare and Medicaid Services (CMS)
- Department of Veteran’s Affairs
- Department of Housing and Urban Development
- National Science Foundation
- Social Security Administration
- United States Patent and Trademark Office
- National Credit Union Administration (NCUA)

Grant Thornton also has experience with the Improper Payment Elimination Recovery Act (IPERA) that includes work performed at General Services Administration (GSA), National Aeronautics and Space Administration (NASA), and the Corporation for National and Community Service (CNCS). At CNCS, Grant Thornton conducted risk assessments to identify the risk susceptible activities, performed statistical sampling, and conducted testing to determine whether payments were proper or improper. Further, at NASA, where Grant Thornton has been actively engaged since 2007, we successfully documented NASA payments processes, identified relevant policies and procedures that affected the payments, and provided internal control recommendations to improve payment processes.



We serve many other governmental entities across the country. With this extensive listing of both local and national clients, our team has developed a great deal of experience related to large complex governmental organizations, which will be a direct benefit to you. A representative list of some of the other governmental entities we have audited in the past five years:

- Austin Community College District
- Brazos River Authority
- California Public Employees' Retirement System
- California State Lottery
- California State Teachers' Retirement System
- Central Oklahoma Transportation and Parking Authority
- Collin County Community College District
- Dallas County Community College District
- Dallas Parkland Hospital
- Douglas County Sewer Improvement District
- Harris County – Houston Sports Authority
- Kingsbury General Improvement District
- McGee Creek Authority
- Nassau Health Care Corporation
- New York State Department of Corrections (Division of Industries)
- Oklahoma City Industrial and Cultural Facilities Trust
- Westchester County Medical Center
- Oklahoma City Public Property Authority
- Oklahoma City Water Utilities Trust
- Oklahoma City Zoological Trust
- Oklahoma Industries Authority, OK County
- Oklahoma State University
- Oklahoma Student Loan Authority
- Oklahoma Turnpike Authority
- Philadelphia Authority for Industrial Development
- Public Employer Risk Management Association (New York)
- Rhode Island Resource Recovery Corporation
- Rhode Island Housing and Mortgage Finance Corporation
- South Tahoe Public Utility District
- Tahoe Douglas Fire Protection District
- Texas Tech University
- University of Massachusetts Building Authority

Sports and entertainment industry experience

Grant Thornton's experience in serving clients in the professional sports and entertainment industry includes working with clients in the NBA, MLB, NFL and NHL. We have managed issues specific to the industry as well as organizational structures with closely-held ownership groups.

UNDERSTANDING POTENTIAL RISKS

You can have confidence that our audit services to the Authority will be enhanced by an understanding of the sports and entertainment industry. Our

Hospitality Industry professionals have worked with sports team clients to anticipate areas of risk related to:



An instinct for growth

- Changes to debt facility structures or interest rate swap agreements
- Comprehensive NBA reporting requirements
- Accounting for any changes in sponsorship agreements
- Implementation of new FASB pronouncements applicable to sports teams
- Financial statement presentation and disclosures

KNOWLEDGE FROM A TAX PERSPECTIVE

Though we are not being asked to propose on tax services, we understand tax services (internal and external) affecting sport teams that provide value in excess of our fees. Areas where we have provided value to sports teams include:

- Cost segregation studies
- Restructuring consultation
- Income tax planning and basis analysis
- Franchise expansion analysis
- State and local tax consultation
- Valuation and appraisal services
- Tax obligations for NBA teams playing in different jurisdictions

PROFESSIONAL SPORTS EXPERIENCE

Following is a representative list of clients we have served in the sports and entertainment industry through audit, tax or specialty consulting services:

- Big XII Conference, Inc.
- Brooklyn Nets
- Harris County-Houston Sports Authority
- JHAC, LLC (Cleveland Browns)
- Kansas City Chiefs Football Club, Inc.
- Ladies Professional Golf Association
- Long Island Ducks
- Los Angeles Kings Hockey Club
- Miami Marlins, L.P.
- Minnesota Vikings Football, LLC
- Oakland Athletics Baseball Company
- Suns Legacy Partners, LLC (Phoenix Suns)
- The Professional Basketball Club, LLC (Oklahoma City Thunder; formerly the Seattle SuperSonics and the Thunder's NBA Development League affiliate Oklahoma City Blue)
- Monumental Sports and Entertainment (Washington Capitals, Washington Wizards, Washington Mystics and Verizon Center, D.C.)

Comprehensive Audit of Stadium Authority Finances

- Unique audit and reporting requirements, which can include:
 - ✓ Team, stadium and concessions entity audits/reviews
 - ✓ Collective Bargaining Agreement, agreed-upon procedures
 - ✓ Debt compliance letter
 - ✓ Deferred compensation gross receipts and other NBA-specific reports
 - ✓ Club ownership report

Grant Thornton LLP's Hospitality practice serves hotels and resorts, restaurants, franchises, gaming facilities, professional sports teams and facilities, and travel and tourism entities.

Professionals in our Hospitality practice have worked with 33% of Fortune 1000 hospitality companies.

These companies look to our teams to assist with complex issues like audits and tax returns, cyber security, price controls, supply chain efficiency, regulations, regulatory compliance, M&A, tax credits and incentives, and fraud investigations.

Similar Government Engagements References

Client	Scope of Work	Dates	Principal Client Contact
NJ Sport and Exposition Authority	The New Jersey Sports and Exhibition Authority (NJSEA) operates the Meadowlands sports complex, Giants Stadium, Continental Airlines Arena, and multiple convention centers in New Jersey. Grant Thornton was engaged by the Executive Director to assist in his successful effort to eliminate a \$10 million annual NJ state subsidy to the NJSEA. Subsequently engaged to identify opportunities to better utilize technology to improve services and reduce costs at the Atlantic City Convention Center. Project Budget: Made Available Upon Contract Award* Delivered: On Time and On Budget	2003	Joe Consolazio Senior VP Finance and CFO 561.713.1138 New Jersey Sports and Exhibition Authority Public Affairs Office 50 State Route 120 East Rutherford, NJ 07073 201.469.4246
Houston Sports Authority	Financial Statements Audit Project Budget: Made Available Upon Contract Award* Delivered: On Time and On Budget	2010-Present	Ms. Janis Burke Chief Executive Office 4 Houston Center 1331 Lama Street, Suite 700 Houston, TX 77010 713.308.5925
Port of Houston	Financial Statements and Federal and State Single Audits Project Budget: Made Available Upon Contract Award* Delivered: On Time and On Budget	2010-Present	Tim Finley Chief Financial Officer 111 East Loop North Houston, TX 77029 713.670.2627
City of Dallas	Financial Statements and Federal and State Single Audits, TCEQ Project Budget: Made Available Upon Contract Award* Delivered: On Time and On Budget	2007-Present	Ms. Jeanne Chipperfield Chief Financial Officer 1717 Main Street, Suite 1800 Dallas, TX 75201 214.670.3659
City of Phoenix	Financial Statements, A-133 Single Audit, and Benefit Plan Audit Project Budget: Made Available Upon Contract Award* Delivered: On Time and On Budget	2012- Present	Mr. Sean Kindell Deputy Finance Director 251 W. Washington Street, 9th Floor Phoenix, AZ 602.495.7058

*Because this proposal may become a matter of public record, we will discuss the project budgets upon contract award prior to contacting references.

Chapter 4 – Product Description, Work Plan or Proposal

Present a well-articulated service plan. Include a full description of major services provided, tasks and subtasks.

Our Understanding of Your Objectives

Grant Thornton understands the Authority's objectives and work requirements and has the ability to satisfy those objectives and requirements. Your RFP has been issued in response to the City of Santa Clara Mayor and Vice-Mayor's request to the Stadium Authority's Board to authorize a comprehensive audit of the Authority's finances dating back to April 1, 2014. To enable our understanding we have posed written questions, reviewed the audited financial statements of the Authority, and have reviewed the available documents and agreements found at <http://santaclaraca.gov/government/departments/finance/santa-clara-stadium-authority-audit-documents>.

Accordingly, Grant Thornton's understanding of the Santa Clara City Council's objective for the audit of the Authority finances. That objective is to ensure that the City of Santa Clara's general or enterprise funds are not being used to support or subsidize the stadium operations for both the 49ers and non-49er events and activities are in compliance with the Santa Clara Stadium Taxpayer Protection and Economic Progress Act (Measure J) passed by 58.2% of voters in the June 8, 2010 Gubernatorial Primary Election. The overriding tenets of Measure J serve as the foundation for the scope of work are as follows:

- (a) Payment of projected fair market rent to the City's general fund.
- (b) Creation of a separate governmental entity, the Santa Clara Stadium Authority, to lease the Stadium site from the City so that neither the City nor its Redevelopment Agency will be liable for the obligations of the Stadium Authority, including for operating expenses of the Stadium.
- (c) No use of money from the City's general fund or enterprise funds for development of the Stadium, other than for relocation or reconfiguration of the adjacent electrical substation.
- (d) A limit on the Redevelopment Agency's investment in Stadium construction.
- (e) No new or increased City taxes for the citizens of Santa Clara, although hotels in the vicinity of the stadium will, if approved by a vote of the requisite number of affected hotel land owners, pay a special tax on hotel room revenue that would be used for Stadium related purposes.
- (f) A private tenant of the Stadium will be responsible for paying Stadium construction cost overruns and for paying rent that is adequate to provide for operating expenses of the Stadium, including reasonable costs incurred by the City in providing public safety and traffic management and also including deposits to a reserve for future capital improvements to the Stadium.

¹County of Santa Clara Certified Election Results <https://www.sccgov.org/elections/results/jun082010/#117>

Alignment of our Technical Approach to Your Objectives

Succinctly describe the proposed approach for addressing the required services, providing the required product and the firm's ability to meet the Stadium Authority's schedule, outlining the approach that would be undertaken in providing the requested services.

DETAILED AUDIT STEPS

Phase 1 | Planning

Proper planning is critical to a well-coordinated audit engagement. While other firms often downplay the importance of planning or delegate this work to junior staff, we at Grant Thornton understand the benefits of comprehensive planning. As such, all key members of the Grant Thornton engagement team, as well as key members of the Authority's management team, will be actively engaged in the planning process. As we have done, in the past, we will schedule a kick-off meeting with the Authority and Stadium personnel to discuss accounting/audit issues, timing of fieldwork and deliverables, and any other significant operational, logistical, regulatory and financial reporting matters impacting the audit.

In this phase, we will:

- Review policies, procedures and financial and personnel data of the Authority, the Management Company, and the Stadium Company to gain an overall understanding.
- Review City policies on ensuring compliance with the Measure J ordinance.
- Obtain an understanding of the City procedures defining use of city employees for Stadium Authority activities and perform walkthroughs of those procedures.

The outcomes of our planning meetings will form the basis of our agreed-upon procedures strategy, the purpose of which will be to set the direction of our risk assessments, identify any internal control or transactional testing, and determine the nature and extent of the agreed upon audit procedures.

Phase 2 | Risk assessment

Our risk-based audit approach is comprehensive and begins with a risk assessment that identifies the key risks you face and develops a highly integrated audit approach to address these risks. We will meet with management to gain an understanding of key risks and operations.

During our risk assessment phase, we will also review important documents such as board and committee minutes, significant contractual agreements, organization charts, strategic planning documents and other contracts/agreements. We will gain an understanding of the key strategies and initiatives underway at the Authority, and the performance metrics employed to report outcomes and manage performance.

Phase 3 | Information technology controls review

Our audit engagement team will work closely with your IT professionals to assess the risks of key systems and controls. Specifically, these professionals will be responsible for providing assistance in documenting our understanding of the IT control environment and evaluating the effectiveness of IT general and applications

controls.

Due to management's reliance on information systems and the large volume of transactions processed each day, the significance information systems have in processing transactions and producing the information needed to manage the Authority is an important aspect of understanding the Authority's internal control structure.

The purpose of our review of the Authority's IT systems is to determine whether IT controls are supportive of our preliminary assessment of control risk. Upon completion of our controls documentation and review, we will finalize our risk assessment, communicate any findings to management, and determine the nature and extent of agreed upon audit procedures, including the volume and scope of transactions to be sampled.

Phase 4 | Substantive testing

As mentioned previously, we will use a risk-based audit approach. This approach allows us to focus audit efforts on those management's assertions that have the potential for the greatest risk of error. Using this approach we use a combination of testing as follows:

- Reasonableness tests for areas such as management's estimates
- Ratio analysis
- Examination of high value and/or unusual items
- Cut-off tests

Agreed-Upon Procedures

Based on our experience and understanding of significant audit areas for the Authority, we expect to perform a combination of substantive tests of details and analytical procedures. Suggestions for those agreed-upon procedures (which will be mutually agreed to with the Authority's management) may include, but not be limited to the following:

- 1) Obtain the total population of City employee time being charged to the Authority for services rendered. Select a sample based on risk assessment and level of assurance. Verify the following:
 - a) recording of city employee time in personnel and accounting systems
 - b) compare the employees hours expended on Stadium Authority activities to the City personnel time card and account code
 - c) crosscheck to validate that employee time spent on Stadium Authority activities are billed to Stadium Authority cost centers
- 2) Calculate hours spent by categories of employees on Stadium Authority activities and perform a reasonableness test based on based on labor and benefit rates
- 3) Obtain the total population of non-labor expenditures being charged to the Authority for services or supplies rendered. Select a sample based on risk assessment and level of assurance. Verify the following:
 - a) Allocation of material costs at Stadium between Stadium Authority and 49er legal Entities is calculated accurately.
- 4) Obtain stadium expenditure report, and perform analytical comparisons of high dollar items to industry standards (i.e. field turf, utilities, etc.).

- 5) Review concession agreements for other revenue and or cost share items and perform a recalculations.
- 6) Obtain an understanding over the design of the internal controls over cash handling for parking receipts for all lots and garages for both NFL and non-NFL games and events. Perform test of details of event day parking from cradle to grave.

Consulting Engagement

Due to the confidential nature of the non-NFL event revenues (ie. payments made to promoters and entertainers), we recommend performing the following review under a separate consulting engagement. This will provide maximum flexibility on the nature of the report and finding that can be presented to the Santa Clara Stadium Authority Board. This will also allow reporting of financial information in order to protect the privacy of the team, promoters and artists and can allow for an overall reporting of the performance of Levi Stadium.

The basis for the study and evaluation will be from the detailed financial information of the Authority's non-NFL event revenues and expenses, including concessions, ticket sales, staging and set-up, and security. Our report will include an analysis and schedule of revenues and expenses associated with non-NFL events for the period from April 1, 2014 to March 31, 2016.

This data is required so that the Stadium Authority Board can direct strategic planning for the operation of Levi's Stadium to optimize the financial investment of the residents and taxpayers of the City of Santa Clara.

COMPUTER DATA ACQUISITION AND ANALYSIS

A distinguishing factor in our audit approach is the use of computer data acquisition analysis. As a reminder, this analysis looks at 100% of your data in the areas of payroll, disbursements, vendor and human resources and identifies potential matters that may require further investigation. Results of this analysis have identified opportunities to improve efficiencies in the disbursement process, overtime process and other areas.

Examples of key findings from other data analyses performed by our team members are:

- Up to 15% duplication of vendors in the Vendor Master File,
- Over 750 checks written to the same vendor in a 12-month period,
- Approximately 1,000 Purchase Orders issued to a single vendor in a 12-month period,
- Overtime exceeding base salary amounts,
- Significant blanks in Federal Tax ID Number leading to 1099 issues with the IRS,
- Identified ghost employees and vendors, and
- Identified employees acting as vendors.

By adding fraud detection and operational compliance, as well as computer data acquisition and analysis, we have been capable of providing insights on the processes related to expenditures and payroll. This will allow us to comprehensively assess the Authority's internal control environment. Finally, from utilizing the same data analysis files, we can make available several reports presenting information in an intuitive, interactive dashboard-based format. These dashboards help to identify risks in the audit process and are also a very powerful management tool for you to utilize in your operations. The use of this data also allows the Authority

to reevaluate some of its current practices to enhance its policies and its operations.

Phase 5 | Concluding and reporting

As part of our overall service delivery strategy, we are committed to ensuring significant partner and manager involvement throughout the audit process. Vanessa and Kim will be on site at the Authority during the audit process in all phases of our engagement. This approach will help to ensure that our staff remains focused, issues are identified and resolved quickly, delivery schedules are adhered to, partner reviews are performed in the field, and there are no last-minute surprises.

The reporting phase will consist of preparing and issuing our Independent Certified Public Accountants Reports on the Agreed-Upon Procedures and any related Consultant reports. We anticipate our agreed-upon procedures report will the results of our procedures to verify that General Fund monies have not been expended for any Stadium Authority activities and that City resources allocated through the General Fund have been reimbursed from Stadium Authority monies.

During this phase we will also prepare and issue a presentation to the Santa Clara Stadium Authority Board containing our observations, comments and recommendations on matters affecting internal controls and/or other operating efficiencies.

Sampling of Transactions

You have requested an assessment of what percentage of the transactions would have to be reviewed in order to adequately assess the requirements listed in your scope of work.

The following are the internal control and compliance sample sizes that Grant Thornton uses based on the assessed level of risk. These are the same sample sizes suggested in the AICPA’s Audit Guide, *Government Auditing Standards* and Uniform Guidance. The level of assurance required and the risk assessment for each transaction type will determine the “minimum sample size” used. The results of the initials tests performed and the nature and extent of any exceptions found will be evaluated further to determine if expansion of the initial sample size is required based on the level of assurance required.

COMPLIANCE:	
Desired Level of Assurance (Remaining risk of material noncompliance)	Minimum sample size (Zero exceptions expected)
High	60
Moderate	40
Low	25

Chapter 5 – Project Schedule

Include a projected timeline for completing the project including the start date, order dates, delivery time, installation, and training, and shall indicate completion dates from date the order is received.

The following table outlines the proposed timeframe of work activities and deliverables for each task in the RFP. This schedule is based on an anticipated start date of July 15 and a deliverable date of September 30 for the draft reports. The final reports will be available to be presented in October 2016 to the Santa Clara Stadium Authority Board. These deliverable dates factor in mutual cooperation from all parties involved in the operations of the Stadium. Our proposed timing for the project follows:

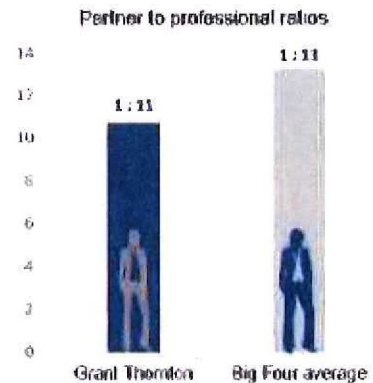
Phase	Description	Jun	Jul	Aug	Sep	Oct
Contract Award		█				
Phase 1	Planning		█			
Phase 2	Risk Assessment		█			
Phase 3	Information Technology Controls Review		█			
Phase 4	Substantive Testing			█		
Phase 5	Concluding and Reporting				█	

Chapter 6 – Project Staffing

Discuss how the Proposer would staff this project. Key personnel will be an important factor considered by the review committee. Changes in key personnel may be cause for rejection of the proposal. Include proposed project management structure, including identification of the project consultant and individuals that will be assigned to the project.

National skills with local attention

We will offer you the access to national resources that a Big Four firm would provide but still provide you with the hands-on partner attention you would expect to receive from local or regional firms. Grant Thornton provides greater partner and manager interaction with clients: partner to professional staff ratio (1:10.8) relative to the average leverage model of the Big Four firms (1:13.3). Our partners, directors and managers will spend a significant amount of time in the field during the audit reviewing your operations and finances giving the Authority more personal attention and quicker responses to critical issues that impact your organization. **Your benefit:** efficient and timely audit services as well as commitment to a high level of service and best practice recommendations.



PROPOSED TEAM

The right people for the job.

One of the most important factors in selecting a firm is the people with whom you will be working. We believe that chemistry is important to a productive, long-term relationship between our firm and the Authority. Grant Thornton client service teams are selected to match the clients we serve. Care and attention are paid to aligning technical and industry skills, experience and personality. We have assembled a team that brings the best of both worlds -- an understanding of the Authority and its stadium and team operations and an understanding of the City of Santa Clara and its municipal finance operations and budgets.

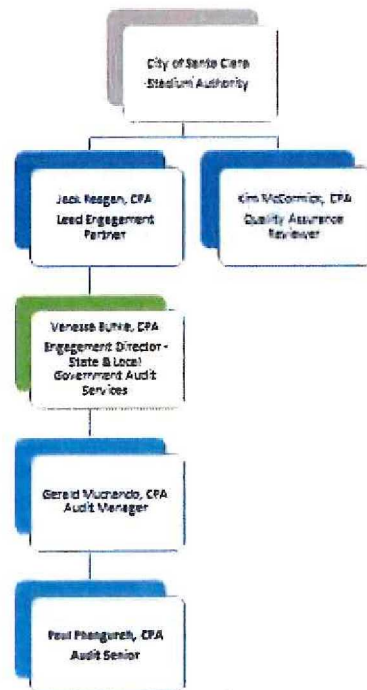
We are pleased to propose an experienced senior-level team of experts having city and industry background to execute this important audit for the Authority. None of our team members have had any prior involvement with the Authority or the Stadium Project, which will allow for an open unbiased perspective into the "As-Is" assessment. Nevertheless, our team has extensive familiarity work with other cities and stadium authorities, coupled with hands-on experience leading large scale audits, business process improvements, and change management projects.

Your proposed engagement team provides leadership from our West Region Global Public Sector from **Vanessa Burke**, as the California State and Local Government expert. Vanessa has prior experience with Stadiums and Arenas. As the Chief Financial Officer of the City of Stockton during the bankruptcy, her responsibilities included working with the stadium operators to manage and monitor the finances of the Stockton Arena and the Stockton Ports Baseball Field. In addition, she served on the debt team that renegotiated the terms of the complex Redevelopment Revenue Bonds that financed the construction of the stadium and was impaired during the City’s bankruptcy. As an auditor, she was the Audit Senior Manager for the River Cats in Sacramento, CA providing a deep understanding of teams, venue and concession management. This provides the Authority with the deep expertise needed to understand the policies, procedures, costing, agreements, revenue sharing and other aspects of operating a modern arena within the limitations of the public – private partnerships in municipal government.

The Lead Engagement Partner, **Jack Reagan** and Engagement Quality Reviewer **Kim McCormick** both have extensive experience auditing and serving governmental entities in in the US and California.

Your benefit: confidence working with people who know and understand your environment.

We’ve provided an organizational chart as well as description of roles and responsibilities below:



For full team resumes, please see Attachment F provides

Team member	Role	Responsibilities
Jack Reagan, CPA <i>Partner</i>	Lead Engagement Partner	Jack will have ultimate responsibility for your engagement. He will be proactive in giving advice and counsel, provide you with innovative ideas, offer suggestions as to how accounting operations might be improved, and ensure that our services to you are conducted with the highest level of quality.
Vanessa Burke, CPA <i>Managing Director</i>	Engagement Director - State & Local Government Audit Services	Vanessa is headquartered in the firm's Sacramento, CA office and is responsible for state and local government audit engagements in the West Region. As a State and Local government expert, Vanessa will provide overall project management, technical support, review, and supervision of managers, senior auditors, and associates assigned to the project.
Kim McCormick <i>Partner</i>	Engagement Quality Reviewer	Kim will work closely with Jack and Vanessa and will take a personal interest in the services provided to Authority. With her breadth of experience in cost accounting under OMB A-133 she will also serve as a subject matter expert on direct and indirect cost and reimbursements. She will be available to the audit team during the course of the engagement to discuss issues, including the resolution of significant matters.
Gerald Muchando, CPA, CFE <i>Audit Manager</i>	Audit Manager	Gerald will be responsible for the management of the daily aspects of your audit and will work closely with Jack and Vanessa. He will be 80% onsite and be the primary point of contact for technical questions and project management and with his vast knowledge of the business will provide practical suggestions to enhance the Authority's policies and procedures.
Paul Phangureh, CPA <i>Audit Senior</i>	Audit Senior	Paul will work closely with Gerald on-site and will be responsible for executing the Authority's audit

Chapter 7 – Project Exceptions

Discuss any exceptions or requested changes that Proposer has to the Stadium Authority's RFP conditions, requirements and agreement. If there are no exceptions noted, it is assumed the Proposer will accept all conditions and requirements identified in Attachment D – "Agreement for Services." Items not excepted will not be open to later negotiation.

We have reviewed the RFP conditions, requirements, and agreement in Attachment D and Exhibit C. If awarded the contract we would respectfully request the following exceptions and / or changes:

Attachment D – Agreement for Services

- Qualifications of Contractor – Standard of Performance: We will request modification to refer to professional auditing and accounting standards and will limit quality of the work to deliverables furnished under Exhibit A to those standards. We would like the balance of the agreement to refer to those same standards where applicable.
- Monitoring of Services – We will add "Except to the extent that it may impair Contractor's independence..." and will exclude the "monitoring of financial operations".
- Warranty – Strike reference to "materials" as this is a services contract.
- Responsibility of Contractor – Strike paragraph after first sentence.
- Confidentiality of Material – Add "unless such disclosure is required by law, legal action or order by an accounting oversight body".
- Ownership of Material – Add "upon full payment of Contractor's invoices in accordance with professional standards.
- Hold Harmless/Indemnification – We would like to propose the following:

To the extent permitted by law, Contractor agrees to protect, defend, hold harmless and indemnify City, its City Council, commissions, officers, employees, volunteers and agents from and against any claim, injury, liability, loss, cost, and/or expense or damage, including all costs and reasonable attorney's fees in providing a defense to any claim arising therefrom, for which City shall become liable arising from any bodily injury, damage to tangible property or infringement of third party intellectual property rights caused by Contractor's performance of the Services pursuant to this Agreement.

The City agrees that the liability of Contractor and its present, future and former partners, principals and employees for any claim, including but not limited to, Contractor's negligence, shall not exceed the fees it receives for the portion of the work giving rise to such liability. In addition, the City agrees that Contractor and its present, future and former partners, principals and employees shall not under any circumstances be liable for any special, consequential, incidental or exemplary damages or loss (nor any lost profits, taxes, interest, tax penalties, savings or business opportunity), even if Contractor was advised in advance of such potential damages. This limitation shall not apply to the extent that it is finally determined to be the result of the Contractor's wilful misconduct or fraud. This paragraph shall apply to any type of claim asserted, including contract, statute, tort, or strict liability, whether by the City, Contractor, or others.



Exhibit C – Insurance Requirements

Grant Thornton maintains professional liability insurance and general commercial liability insurance coverage for the provision of accounting and advisory services. The insurance coverage and limits are consistent with other national accounting firms of its size.

Upon acceptance of Grant Thornton's proposal to provide services, and upon request, Grant Thornton will provide verification of professional liability insurance and/or a certificate of general commercial liability insurance.

Grant Thornton does not provide copies of its insurance policies to third parties. Our insurance brokers have reviewed the insurance section in the sample agreement and our requested revisions are based on their comments.

Chapter 8 – Proposal Costs Sheet and Rates

Include the proposed costs to provide the services desired. Include any cost and price information, plus a not-to-exceed amount, that would be contained in a potential agreement with the Stadium Authority. Attachment E, "Sample Cost Proposal Format," is included and should be used by all Proposers. The hourly rates may be used for pricing the cost of additional services outlined in the Scope of Work. The cost of the project, including the total hours and hourly rates by staff classification, and the resulting all-inclusive fee for the project must be included. Fees must include all anticipated costs, including travel, per diem, and out of pocket expenses.

Audit of Stadium Authority Finances			
	Rates	Hours	Total
Partners/Directors	\$350	80	\$28,000
Director/Senior Manager	\$295	150	\$44,250
Manager	\$185	192	\$35,520
Senior Associate	\$150	120	\$18,000
Associate	\$120	80	\$9,600
IT Specialists	\$120	40	\$4,800
Subtotal Staff		662	\$140,170
Billable Expenses:			
Meals & Lodging			6,240
Transportation			6,000
Other (Specify)*			340
Subtotal Expenses			12,580
Total Maximum Not to Exceed Cost*			\$152,750

*Because of the nature of agreed-upon procedures, the scope of work as outlined in this proposal may change as a result of further discussions with management, SCSA Board, and other parties to the agreement. We will reconfirm the fee with management once the final agreed-upon procedures are established.

Attachment A – Scope of Work/Services

ATTACHMENT A
Scope of Services

A. Project Description

The SCSA Board has requested a comprehensive audit of Stadium Authority finances dating back to April 1, 2014. The purpose of the audit is to review policies, procedures, and financial and personnel data to verify that General Fund monies have not been expended for Stadium Authority activities and that the Stadium Authority and the City have received the full amount of net income they are due from non-NFL events.

B. Background

On June 8, 2010, residents of Santa Clara voted to approve Measure J, the Santa Clara Stadium Taxpayer Protection and Economic Progress Act, resulting in the approval to construct a new 68,500 seat football stadium (the Stadium) to be leased to the San Francisco 49ers (49ers). In addition, Measure J called for the creation of the Santa Clara Stadium Authority to own, develop, construct, operate, and maintain the Stadium project. The City of Santa Clara (City) and the City of Santa Clara Redevelopment Agency (Agency) entered into a Joint Exercise of Powers Agreement (JPA Agreement) establishing the Santa Clara Stadium Authority (Stadium Authority). The JPA Agreement was later amended to add the Bayshore North Project Enhancement Authority as a member of the Stadium Authority. On June 28, 2011, the Governor signed into law Assembly Bill No. X1 26 (ABX1 26) which called for the dissolution of Redevelopment Agencies throughout the State. The California State Supreme Court upheld ABX1 26 and as a result, on February 1, 2012, all California Redevelopment Agencies were dissolved. The Successor Agency of the City of Santa Clara (Successor Agency) then assumed the obligations of the Agency under the JPA Agreement.

During fiscal year 2012, the Stadium Authority and Forty Niners SC Stadium Company LLC (StadCo) entered into a series of agreements in connection with the construction of the Stadium. The Stadium was constructed and is owned by the Stadium Authority; certain tenant improvement components are owned by StadCo. Construction on the Stadium began in April 2012 and it was substantially completed in July 2014, in time for the 2014 National Football League (NFL) season.

The City owns the land on which the Stadium sits. The City has leased the land to the Stadium Authority under a ground lease, and the Stadium Authority has leased the Stadium to StadCo for the six month period from August through January (the NFL season) of each year, for an initial lease term of 40 years. The stadium lease commenced upon substantial completion.

The Stadium Authority and StadCo have engaged Forty Niners Stadium Management Company LLC (ManagementCo), an affiliate of StadCo, to manage the Stadium on a year round basis. The Stadium Management Agreement has an initial term of 25 years, plus a 15 year renewal option. On behalf of the Stadium Authority, ManagementCo. is responsible for marketing, promotion, and booking services for non-NFL events. Fifty percent of the net income from non-NFL events is paid to the City as performance rent under the ground lease. The Stadium Authority pays ManagementCo for services related to its operations on behalf of the Stadium Authority.

C. Description of Required Services

The following is the direct request for services from the SCSA Board:

Audit Scope for Measure J Compliance

Per the request of the Mayor and Vice-Mayor, please place an item on the next Stadium Authority agenda to authorize a comprehensive audit of the Stadium Authority finances dating back to April 1, 2014. The purpose of the audit will be to review policies, procedures and financial and personnel data to verify that General Fund monies have not been expended for any Stadium Authority activities. Also, the audit should confirm that city resources allocated through the General Fund have been reimbursed from Stadium Authority monies. Finally, the audit should analyze and report revenues and expenses associated with non-NFL events so that the Stadium Authority Board has a more complete understanding of the financial performance of Levi's Stadium. This data is required so that the Stadium Authority Board can direct strategic planning for the operation of Levi's Stadium to optimize the financial investment of the residents and taxpayers of the City of Santa Clara.

Review to include:

- City policies on ensuring compliance with the Measure J ordinance
- City procedures defining use of city employees for Stadium Authority activities and recording of city employee time in personnel and accounting systems indicating numbers of city employees and hours expended on Stadium Authority activities
- City personnel time card and account code crosscheck to validate that employee time spent on Stadium Authority activities are billed to Stadium Authority cost centers
- Calculate hours spent by categories of employees on Stadium Authority activities
- Allocation of material costs at Stadium between Stadium Authority and 49er legal entities, particularly costs associated with big-ticket items such as field turf
- Validation of parking receipts from City-owned property used for NFL and non-NFL events and off-site parking fees
- Detailed breakout and validation of Stadium Authority non-NFL event revenues and expenses, including concessions, ticket sales, staging and set-up, and security

The table below depicts the estimated transactions associated with the requested review period beginning:

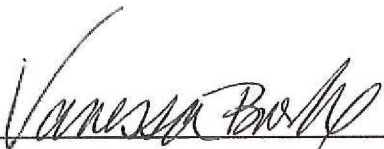
Transaction Type	April 1, 2014 - March 31, 2016	
	Estimated # of G/L Transaction by Type	
	SCSA	Management Co.
	NFL Season	Non-NFL Season
Revenues	550	2,200
Personnel	15,000	500
Other Expenses	500	6,200


Other pertinent documents related to this engagement including the Ground Lease, Stadium Lease, and Management Agreement will be available for your review to assist you in your proposal. They will be posted by 5:00 P.M. on Monday May 16, 2016 on the SCSA Documents section on City's website at the following location:

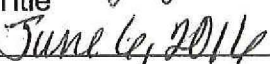
<http://santaclaraca.gov/finance>

D. Required Proposal Components

1. All information set forth in Article 6 of the RFP; and
2. Description of firm's experience as it relates to certain Agreed Upon Procedures engagements.
3. An assessment of what percentage of transactions would have to be reviewed in order to adequately assess the requirements listed above.



 Signature


 Title


 Date



Grant Thornton

An instinct for growth™

Santa Clara Stadium Authority

Comprehensive Audit of Stadium Authority Finances

Attachment B – Proposer’s Information Form

**ATTACHMENT B
Proposer's Information Form**

PROPOSER (please print): _____

Name: Grant Thornton LLP

Address: 770 L Street

Suite 950

Sacramento, CA 95814

Telephone: 630-426-5203

FAX: 916-449-3981

Contact person, title, telephone number, email address and fax number: _____

Vanessa Burke, Managing Director, 630-426-5203, vanessa.burke@us.gt.com

Proposer, if selected, intends to carry on the business as (check one)

Individual

Joint Venture

Partnership

Corporation

When incorporated? 1924

In what state? Illinois

When authorized to do business in California? 2015

Other (explain): _____

ADDENDA

To assure that all Proposers have received each addendum, check the appropriate box(es) below. Failure to acknowledge receipt of an addendum/addenda may be considered an irregularity in the Proposal:

Addendum number(s) received:

1

2

3

4

5

6

Or,

Request For Proposal (RFP) Comprehensive Audit of SCSA Finances

Page 13 of 37

No Addendum/Addenda Were Received (check and initial).

PROPOSER'S SIGNATURE

No proposal shall be accepted which has not been signed in ink in the appropriate space below:

By signing below, the submission of a proposal shall be deemed a representation and certification by the Proposer that they have investigated all aspects of the RFP, that they are aware of the applicable facts pertaining to the RFP process, its procedures and requirements, and they have read and understand the RFP. No request for modification of the proposal shall be considered after its submission on the grounds that the Proposer was not fully informed as to any fact or condition.

(1) If Proposer is *INDIVIDUAL*,
sign here: n/a

Date: _____

Proposer's Signature

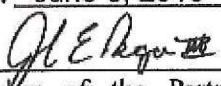
Proposer's typed name and title

(2) If Proposer is *PARTNERSHIP* or
JOINT VENTURE, at least (2) Partners
or each of the Joint Venturers
shall sign here:

Grant Thornton LLP

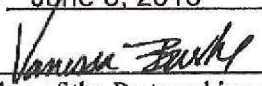
Partnership or Joint Venture Name
(type or print)

Date: June 6, 2016



Member of the Partnership or Joint Venture
signature

Date: June 6, 2016



Member of the Partnership or Joint Venture
signature *

*Managing Directors have signature authority to bind the firm.

Attachment C – Certification of Non-Discrimination

ATTACHMENT C
Certification of Nondiscrimination

As suppliers of goods or services to the Santa Clara Stadium Authority, the firm and individuals listed below certify that they do not discriminate in employment of any person because of race, color, gender, age, religion, disability, national origin, ancestry, sexual orientation, housing status, marital status, or familial status; and that they are in compliance with all Federal, State and local laws, directives and executive orders regarding nondiscrimination in employment.

(1) If Proposer is **INDIVIDUAL**,
sign here: n/a

Date: _____

Proposer's Signature

Proposer's typed name and title

(2) If Proposer is **PARTNERSHIP** or
JOINT VENTURE, at least (2) Partners
or each of the Joint Venturers
shall sign here:

Grant Thornton LLP

Partnership or Joint Venture Name
(type or print)

Date: June 6, 2016



Member of the Partnership or Joint Venture
signature

Date: June 6, 2016



Member of the Partnership or Joint Venture
signature

*Manging Directors have signature authority to bind the firm

(3) If Proposer is a CORPORATION,
the duly authorized officer(s) shall
sign as follows: n/a

The undersigned certify that they are respectively: __
(Title) and _____ (Title)
of the corporation named below; that they are
designated to sign the Proposal Cost Form by
resolution (attach a certified copy, with corporate
seal, if applicable, notarized as to its authenticity or
Secretary's certificate of authorization) for and on
behalf of the below named CORPORATION, and
that they are authorized to execute same for and on
behalf of said CORPORATION.

Corporation Name (type or print)

By: _____
Title: _____
Dated: _____

By: _____
Title: _____
Dated: _____



Grant Thornton

An instinct for growth™

Santa Clara Stadium Authority

Comprehensive Audit of Stadium Authority Finances

Attachment E – Cost Proposal Format

ATTACHMENT E
Sample Cost Proposal Format

Schedule of Annual Professional Fees and Expenses
For the Audit of SCSA Finances April 1, 2014 - March 31, 2016

	Rate	Hours	Cost (rate x hours)
Partners	\$ 350 -	\$ 80 -	\$ 28,000 -
Managers	295	150	44,250
Supervisory Staff	185	192	35,520
Staff	150	120	18,000
Other (Specify) - Chapter 8	120	120	14,400
<i>Subtotal Staff</i>			

Billable Expenses	\$ -		\$ -
Meals & Lodging			6,240
Transportation			6,000
Other (Specify)			340
<i>Subtotal Billable Expenses</i>			

<i>Total Maximum Cost *</i>	\$ -	\$ -	\$ 152,750 -
-----------------------------	------	------	--------------

*Because of the nature of agreed-upon procedures, the scope of work as outlined in this proposal may change as a result of further discussions with management, SCSA Board, and other parties to the agreement. We will reconfirm the fee once the final agreed-upon procedures are established.



Grant Thornton

An instinct for growth

Santa Clara Stadium Authority

Comprehensive Audit of Stadium Authority Finances

Attachment F - Resumes

Vanessa Burke, Managing Director, Global Public Sector
Role on Engagement: Engagement Director - State & Local Government Audit Services

Experience

Vanessa is a Managing Director for Grant Thornton's Global Public Sector audit practice for the West Region. Vanessa joined Grant Thornton after serving as Managing Principal for the Public Management Group of Urban Futures, Inc. where she provided consulting and advisory services to cities throughout California using her expertise gained from navigating the City of Stockton through its bankruptcy as its Chief Financial Officer. As a CPA, Vanessa has over 25 years in auditing and in finance combined. She has worked for and served clients in a variety of industries, including small to very large government agencies, nonprofits, healthcare, technology and manufacturing and distribution clients. Her career in public accounting was spent with PricewaterhouseCoopers LLP, Moss Adams LLP and local firms where she specialized in government and nonprofit audits. In private industry, she was a CFO for a private start-up company that managed IT system projects for state and local government and Controller for consulting company providing services to school districts and community colleges. Vanessa is a frequently sought after speaker and has presented for the CalCPA, Women in Public Finance, American Society of Women Accountants, California State University San Francisco, CSMFO, the League of California Cities, and Beta Alpha Psi. Vanessa is a licensed Certified Public Accountant in California and a candidate for the GFOA Certified Public Finance Officer Certification (Fall 2016).

Vanessa's representative clients have included: City of Oxnard, City of San Bernardino, City of Beaumont, City of Patterson, City of Clovis, City of Folsom, California Public Employees Retirement System; University of California Single Audit; University of California's Pension Plans, Nevada Public Employees Retirement Systems; the California Infrastructure Bank (iBank); California Energy Commission Energy Conservation Bonds; Golden State Tobacco Securitization Corporation; Ohlone College; University of the Pacific; Marin County Office of Education, Marysville Unified School District, Cotati-Rohnert Park School District, and various Joint Powers Authorities.

Professional qualifications and memberships

- Certified Public Accountant (CPA) - California
- Member, American Institute of Certified Public Accountants (AICPA)
- Member, California Society of Certified Public Accountants (VSCPA)
- Member, Governmental Accounting and Auditing Committee of the CalCPA
- Co-Chair, CalCPA Annual Government Accounting and Auditing Conference

Education

Vanessa completed her Bachelors of Science, Business Administration (Concentration in Accounting) from California State University, Sacramento.



An instinct for growth™

Santa Clara Stadium Authority

Comprehensive Audit of Stadium Authority Finances

Jack Reagan, Audit Partner, Global Public Sector Practice
Role on Engagement: Engagement Review Partner

Experience

Jack is an audit partner in Grant Thornton's Global Public Sector practice. He has more than 25 years of dedicated industry experience working within the federal government, state and local government, not-for-profit, and higher education sectors. Jack joined Grant Thornton in January 2014; prior to that he was a partner in the Public Sector Practice at CliftonLarsonAllen LLP for almost two years and in the Public Sector Audit practice at KPMG LLP for over 20 years. He has extensive experience performing financial statement and regulatory compliance audits, as well as a variety of advisory services projects. He has completed over 150 hours of continuing professional education over the past three years, of which over 100 hours were government-specific. Jack is a licensed Certified Public Accountant in Virginia, Maryland and the District of Columbia.

Jack's clients have included: the State of Delaware; the District of Columbia; Fairfax County, Virginia; Loudoun County, Virginia; Metro Nashville and Davidson County, Tennessee; the City of Boston; the City of Baltimore; the City of Detroit; the State of New York; the State of New Jersey; the State of Texas; and the State of California.

Professional qualifications and memberships

- Certified Public Accountant (CPA) - Virginia, Maryland and District of Columbia
- Member, American Institute of Certified Public Accountants (AICPA)
- Member, Virginia Society of Certified Public Accountants (VSCPA)
- Member, Government Finance Officers Association
- Member, Association of Government Accountants
- Member, Association of School Business Officials (ASBO)
- Member, Finance and Budget committee of ASBO
- Member, Governmental Accounting and Auditing Committee of the VSCPA

Education

Jack received a degree in accounting from the University of Richmond, where he also sits on the Advisory Board to the Dean of the Robins School of Business

Kim McCormick, Audit Partner, Not-for-Profit Practice
Role on Engagement: Quality Control Partner

Experience

Kim brings more than 25 years of experience with Grant Thornton's San Jose office working as lead audit partner with construction contractors, GASB-reporting entities and public/private partnerships, many with large construction projects including the new library, student union and science and engineering buildings at University of Nevada, Las Vegas, the mathematics and science building and health sciences building at University of Nevada, Reno, the science building at Mills College and the new museums of The Exploratorium, Monterey Bay Aquarium, Contemporary Jewish Museum of San Francisco and Tech Museum of San Jose. She leads the Greater Bay Area public sector group and speaks frequently at Grant Thornton, AICPA and CalCPA sponsored events on technical topics. Kim's largest public agency audit client in the Nevada Systems of Higher Education (UNLV and UNR and associated entities) and has worked with many California agencies over the years. She recently completed a two-year rotation in the Firm's National Professional Standards Group providing public sector technical consultations and training to Grant Thornton professionals across the country. Kim represented Grant Thornton on the Executive Committee of the AICPA's Governmental Audit Quality Center.

Professional qualifications and memberships

- American Institute of Certified Public Accountants and California Society of CPAs
- Member of Grant Thornton National Not-for-Profit and Public Sector Leadership Team
- Former Executive Committee Member, AICPA Governmental Audit Quality Center
- Audit Committee Member, Northern California Grantmakers
- Planning Committee, AICPA Governmental Accounting and Auditing Update Conference

Education

B.A., Accounting, Cum Laude, California State University, Fresno



An instinct for growth™

Santa Clara Stadium Authority

Comprehensive Audit of Stadium Authority Finances

Gerald Muchando, Global Public Sector Practice

Role on Engagement: Engagement Manager

Experience

Gerald has more than ten years of financial accounting experience in various settings including: public accounting and industry accounting. He has developed a firm commitment to providing high quality, value-added client service as a core component of audit deliverables. Gerald has also demonstrated expertise in navigating complex audit engagements from initial planning and risk identification through controls and substantive testing to completion and issuance of audited financial statements as well as engaging in compliance audits. Furthermore, he exhibits exceptional project management skills and a proven ability to manage and motivate audit teams as well as to coach and train junior audit professionals.

Gerald has been associated with the financial and single audit compliance audits for Alamo Colleges, Northside Independent School District, Judson Independent School District, Edwards Aquifer Authority, City of Windcrest, Texas, Alamo Area Council of Governments, City of Greenville, Texas, City of Denton, Texas, City of Frisco, Texas, City of Live Oak, Texas, City of Alamo Heights, Texas and various other governmental entities. For the Alamo Community College District audit, Gerald managed a broad range of auditing and accounting responsibilities from start to end. Oversaw the audit engagement and lead one or more assignments analyzing cost element simultaneously using OMB Circular A133 requirements and GAAP.

Professional qualifications and memberships

- Certified Public Accountant (CPA)
- Certified Fraud Examiner (CFE)
- Graduate of the San Antonio CPA Society 2010 Leadership Advantage Program
- American Institute of Certified Public Accountants (AICPA)
- Texas Society of CPAs (TSCPA) & San Antonio Chapter
- Association of Certified Fraud Examiners (ACFE)

Education

Gerald received a Bachelor of Business Administration majoring in Accounting from Angelo State University.



An instinct for growth™

Santa Clara Stadium Authority

Comprehensive Audit of Stadium Authority Finances

Paul Phangureh, Global Public Sector Practice

Role on Engagement: Senior Associate

Experience

Paul has over 3 years of experience auditing non-profit entities, government agencies, and private industry. His special expertise is in the area of financial analysis. He has a broad knowledge of financial accounting, non-profit accounting, and government accounting. His experience includes evaluating and documenting internal control procedures, Yellow Book audits, Single audits, audits of government contracts.

Professional qualifications and memberships

- Certified Public Accountant (CPA)
- American Institute of Certified Public Accountants (AICPA)

Education

Paul received a Master of Science in Accountancy from San Diego State University.

