



Association Management & Business Support Services  
950 South Bascom Avenue, Suite 3014, San Jose, CA 95128  
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October 4, 2021

**TO: Maureen Clark, Peninsula Executives Association (PEA) – President Board of Directors  
PEA Board of Directors**

Dear Maureen,

My sincere thanks to you and the Board of PEA for considering a renewal agreement for our contract. It has truly been my pleasure and honor to serve as PEA's Executive Director since 2015.

The following pages include the Scope of Work for the support functions that we provide PEA and the 2021-2022 Master Agreement that represents the standard terms and conditions that we follow when working with our clients. There are some slight changes in the terms of the contract, which are red-lined in the attached.

The proposed rate for the monthly retainer beginning November 1 is stated two ways in Attachment A:

1. OPTION 1: \$2,625 monthly (no increase over last year's rate) and continuing primarily the same support as in the current contract agreement Scope of Work with some slight modifications. This rate includes a loyalty discount of \$262.50 monthly.
2. OPTION 2: \$2,453 monthly with modifications to on-site responsibilities; this includes annual increase and loyalty discount; net savings at new rate \$172 monthly/\$2,064 annually. The Association Office is proposing that some duties may be better suited as Committee responsibilities, with PEA Members being the face-forward for PEA, rather than the Executive Director, who may or may not be a member according to the Bylaws.
  - a. Our experience has been that Associations are better served by having Members' as the spokesperson for the organization rather than a hired contractor who is may or may not be a Member of the organization.
  - b. This option removes onsite responsibility from the Association Management contract and shifts these responsibilities to a PEA Members, the set-up committee (formalizing this committee), or by creating a new committee "Hospitality." This contract provides for backup support and assistance as necessary to ensure PEA Members are following through on their responsibilities and that it does not have an effect on PEA operations. If the Board does to choose to continue to work with The Association, regardless of which option above is selected, we'd like to respectfully suggest that the Board at a minimum review activities that are more appropriate for a member-to-member contact, rather than an executive director-to-member contact, such as routing around get well or other cards for members to sign.

Also, we'd like to share some additional information for some sections of the Master Agreement that may bring questions from the Board.

- Section 8, Limitation of Liability states that PEA is responsible for backups of the data that may be in the possession of The Association Office.

The Association Office provides each of its clients with real-time backups on a drive owned by PEA and actually gifted to the organization specifically for this purpose by The Association Office. Additionally, all of our client records and data are backed up in two additional separate locations per our company backup standards with redundancy in both offline and online storage. The hard drive will be surrendered to PEA at the termination of The Association Office contract along with any other hardcopy records that we maintain for PEA.

Further, The Association Office further developed in 2020 the online document storage capability of the new PEA website. This storage capability was one of the requirements of the new website so that PEA would have perpetual storage of its important documents and files. It contains previous Board packets, legal documents, and all committee notes and forms, and is updated on an ongoing basis.

- Craig Calkins Honoree Selection, annual requirement in Scope of Work.

The Association Office is recommending that the Craig Calkins Executive of the Year honoree selection process be removed from the Scope of Work of the executive director, with the Selection Committee Chair and the Committee Members performing those tasks, i.e., working directly with the advertising promotions company to purchase the award, collection of nominations from the members and interface with the selection committee members. The executive director and the chair will still coordinate on announcements prior to the day of nominations, both during the weekly meetings and in the email announcements beforehand. The executive director, it is also proposed, would still order the gift for the outgoing board president, compile annual statistics, and maintain a list of previous Craig Calkins Executive of the Year award winners. Language has been modified to this part of the Scope of Work.

Once you and the Board have had a chance to review this information, I'd welcome any questions or feedback. I appreciate being able to speak with you directly during a portion of the October 21 Board meeting to answer any questions and share my thoughts verbally. After that time, I will excuse myself from the meeting, so that you may discuss privately the contract outcome.

Again, thank you, Maureen, and the Board for considering this contract for the next 12-months of support services.

Best regards,

Angi Roberts  
Founder & Principal

## Professional Services Agreement

**This Professional Services Agreement (the "Agreement") is made as of November 1, 2021 (the "Effective Date"), by and between PENINSULA EXECUTIVES ASSOCIATION (the "Client"), The Write Process dba The Association Office (the "Management Company"), whose address is 950 South Bascom Avenue, Suite 3014, San Jose, CA 95128, who hereby agree as follows:**

### RECITAL

Management Company desires to perform, and Client desires to have Management Company perform, consulting services as an independent contractor to Client.

NOW, THEREFORE, the parties agree as follows:

#### 1. Services.

(a) Performance. Management Company agrees to perform the consulting services (the "Services") described on Exhibit A to this Agreement (the "Project Description"). Should other matters of work arise that are not listed here or on Exhibit A, Management Company agrees to review same and advise if additional costs may be incurred by the Client.

(b) Payment. Except as otherwise expressly and specifically set forth in the Project Description, as sole compensation for the performance of the Services, Client will pay Management Company the project rate stated in the Project Description, up to the maximum fee stated. Other than as expressly and specifically set forth in the Project Description, any expenses incurred by Management Company in performing the Services will be the sole responsibility of Management Company, except for the following items that will be billed separately after pre-approval by Client: photocopies, postage, specialized or special ordered materials, ~~pre-approved~~ travel or other expenses; ~~subject to pre-approval of Client for any costs~~. Management Company will invoice Client within seven (7) days after event date for the time spent in performing the Services. Client will pay each such invoice Net ten (10) days after its receipt. Management Company will receive no royalty or other remuneration on the production or distribution of any products (which products may include services) developed by Client or by Management Company in connection with or based upon the Services ("Products").

#### 2. Relationship of Parties.

(a) Independent Contractor. Management Company is an independent contractor and is not an agent or employee of, and has no authority to bind, Client by contract or otherwise. Management Company will perform the Services under the general direction of Client, but Management Company will determine, in Management Company's sole discretion, the manner and means by which the Services are accomplished, subject to the requirement that Management Company shall at all times comply with applicable law. Client has no right or authority to control the manner or means by which the Services are accomplished.

(b) Employment Taxes and Benefits. Management Company will report as self-employment income all compensation received by Management Company pursuant to this Agreement. Management Company will not be entitled to receive any vacation or illness payments, or to participate in any plans, arrangements, or distributions by Client pertaining to any bonus, stock option, profit sharing, insurance or similar benefits for Client's employees.

(c) Liability Insurance. Management Company will maintain adequate insurance to protect Management Company from the following: (a) claims under worker's compensation and state disability acts; (b) claims for damages because of bodily injury, sickness, disease or death which arise out of any negligent act or omission of Management Company; and (c) claims for damages because of injury to or destruction of tangible or intangible property, including loss of use resulting therefrom, which arise out of any negligent act or omission of Management Company.

(d) Business Relationship. Management Company is not required to develop personal relationships with Client's members or affiliates, nor is Management Company required to have its agents or representatives available on a round-the-clock basis for Client's members, agents, affiliates, other contractors, or any other party representing the Client, and never outside the business address of Management Company. The personal residence of any Management Company representatives is Confidential Information that must be strictly protected. The Client and the Management Company are entering into a purely business relationship; there shall be no requirement or pressure to develop personal relationships between the parties, and Client understands and agrees that a personal relationship is not required to exist for Management Company to fulfill its obligations under this Agreement.

(e) Deliveries; Input. Management Company agrees to receive deliveries on behalf of the Client with a pre-scheduled appointment. Management Company's offices are owned/leased and operated by Management Company and Client has no input, control, responsibility, or approval authority regarding the operations of the Management Company or its representatives, agents, employees, sub-contractors, or any individual or company acting on behalf of the Management Company.

### 3. Ownership of Work.

(a) Deliverables. Final deliverables and services performed become Client's property upon full payment of amounts due. Any contacts, scripts, concepts, designs, show flow, templates, processes, or forms, and derivatives thereof, utilized by Management Company in accomplishing tasks under this Agreement ("Background Materials") are licensed by Management Company to Client on a non-exclusive basis, for Client's internal use only as part of the final deliverables and services. Client understands and agrees that it is hiring Management Company based on Management Company's over two decades of work in this area, and all said Background Materials must and will of necessity remain the property of Management Company.

(b) Materials Provided by Client. All information and materials provided by Client, including but not limited to graphics, clip art, photos, wording, illustrations, visuals, contacts, copy, code, sketches and the like ("Client Materials"), shall be and remain Client's property. Said Client Materials must be accurate and complete; Client shall be fully responsible for their accuracy and completeness. Client guarantees that it owns all the Client Materials or has all necessary rights in them and will indemnify Management Company for any claims brought against it with respect to the Client Materials.

### 4. Confidential Information.

Neither party will disclose or use proprietary or confidential information of the other party without that party's prior written permission, except, in the case of Management Company, to the extent necessary to perform

services on Client's behalf. Each party may acquire information, knowledge and materials from the other, including those related to that party's business, products, programming techniques, experimental work, customers, clients and suppliers, as well as personal information, such as names, addresses, and the like (all, "Confidential Information").

Each party agrees to comply with all applicable confidentiality obligations and privacy laws that govern the Confidential Information shared or otherwise made accessible during and following the term of this Agreement. Each party agrees to use best commercial efforts to protect any Confidential Information, and in particular personal information, that it acquires or accesses during or following the term.

The parties agree and stipulate that express written permission must be received before releasing any personal information of the other party, including but not limited to the personal information of its representatives, leadership, owners, agents, or any other individual working on behalf of or for that party. This expressly includes but is not limited to, a home address, home phone number, date of birth, or any other personally identifiable information ("Personal Information").

~~of Client and that all such knowledge, information and materials acquired and the Client Materials, are and will be the trade secrets and confidential and proprietary information of Client (collectively "Confidential Information").~~ Confidential Information will not include, however, any information which is or becomes part of the public domain through no fault of the receiving party or that the disclosing party~~Management Company or that Client regularly~~ gives to third parties without restriction on use or disclosure; provided, however, that this shall not apply to Personal Information, which shall always be Confidential Information. Each party agrees to hold all the Confidential Information of the other party in strict confidence but not less than the same manner that it holds its own confidential information, not disclose it to others (except as required by law and after providing advance written of such required disclosure), and not to allow any person unauthorized by the disclosing party to access to it, either before or after the term of this Agreement. Management Company may, however, use Client's logo and name in marketing and other materials as a client (e.g., on LinkedIn, its website, or otherwise), and may utilize its work for Client in a white paper, its portfolio, or otherwise so long as any confidential or proprietary information related thereto is redacted.

#### 5. Indemnification of Management Company.

Each party will indemnify the other and hold it harmless from and against any action by a third party that is based on any negligent act or omission or willful conduct of that party and which results in: (i) any bodily injury, sickness, disease or death; (ii) any injury or destruction to tangible or intangible property (including computer programs and data) or any loss of use resulting therefrom; or (iii) any violation of any statute, ordinance, or regulation; provided, however, that if any of Client's personnel, guests, visitors, agents, or other parties do not conform with Management Company's COVID-19 protocols, Client understands and agrees that it shall be fully responsible for, and indemnify Management Company from, any issues related thereto. Client *must* ensure that any parties on Management Company's premises comply with all COVID-19 protocols and understands and agrees that any parties that do not comply may be ejected from the premises and Client fined.

#### 6. Termination and Expiration.

(a) For Convenience. Either party may terminate this Agreement at any time, for any reason or no reason, by written notice to the other.

(b) Expiration. Unless terminated earlier, this Agreement will expire one year from the date of this agreement.

(c) No Election of Remedies. The election by either party to terminate this Agreement in accordance with its terms shall not be deemed an election of remedies, and all other remedies provided by this Agreement or available at law or in equity shall survive any termination.

7. Effect of Expiration or Termination.

Upon the expiration or termination of this Agreement for any reason:

(a) each party will be released from all obligations to the other arising after the date of expiration or termination, except that expiration or termination of this Agreement will not relieve the Client of any payment obligations that have accrued under Section 1 prior to the date of termination, nor relieve either party of its obligations or its rights under Sections 2, 3, 4, 5, 7, 8 and 10, nor will expiration or termination relieve Management Company or Client from any liability arising from any breach of this Agreement; and

(b) Management Company will promptly notify Client of all Confidential Information, including but not limited to the Client Materials, in Management Company's possession. Each party will promptly deliver to the other party any and all Confidential Information in its control; provided, however, that it shall not be required to return any materials that are part of a security backup or cloud storage system.

8. Limitation of Liability.

IN NO EVENT SHALL MANAGEMENT COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND IN CONNECTION WITH THIS AGREEMENT, EVEN IF IT HAS BEEN INFORMED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES. Management Company shall in no event be liable under any theory for more than the amount it has been compensated for, directly tied to the problem at issue. Management Company may need write permission for various network drives, code repositories, data repositories, etc. to do its job properly; if any items are accidentally deleted or edited or become unrecoverable due to Management Company's actions, Client understands and agrees that it is responsible for having backups of all items to which Management Company has access and shall not hold Management Company responsible therefor. Management Company and Client will determine the best process for Client receiving regular backups of items within the control of Management Company, whether on adjunct hard drive, VPN drive, or other means mutually agreeable to protect the information.

9. General.

(a) Assignment. Neither party may assign its rights or delegate its duties under this Agreement either in whole or in part without the prior written consent of the other party. Any attempted assignment or delegation without such consent will be void.

(b) Attorneys' Fees. If any action is necessary to enforce the terms of this Agreement, the substantially prevailing party will be entitled to reasonable attorneys' fees, costs and expenses in addition to any other relief to which such prevailing party may be entitled.

(d) Governing Law; Severability. This Agreement will be governed by and construed in accordance with the laws of the State of California excluding that body of law pertaining to conflict of laws. If any provision of this Agreement is for any reason found to be unenforceable, the remainder of this Agreement will continue in full force and effect.

(e) Notices. Any notices under this Agreement will be sent by certified or registered mail, return receipt requested, or commercial courier with tracking capabilities (e.g., Priority Mail, Federal Express) to the address specified below or such other address as the party specifies in writing. A copy of any legal notification made to Management Company shall be sent to Sandra Shepard, Esq., 1537 4<sup>th</sup> Street, Suite 9, San Rafael CA 94901. Such notice will be effective upon its mailing as specified.

(f) Complete Understanding; Modification. This Agreement, together with Exhibit A and its attachments, if applicable, constitutes the complete and exclusive understanding and agreement of the parties and supersedes all prior understandings and agreements, whether written or oral, with respect to the subject matter hereof. Any waiver, modification or amendment of any provision of this Agreement will be effective only if in writing and signed by the parties hereto.

(g) Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered will be deemed and original, and all of which together shall constitute one and the same agreement.

(h) Acceptance of Deliverables; Approvals. Management Company will notify Client upon completion of deliverables, services, or portions thereof. Unless informed in writing by Client within 5 days of such notice that the deliverables or services are unacceptable, they shall be deemed accepted as completed work. Specifically, this Agreement may require the parties to secure approval from each other for various activities, which they agree may take place via email, extranet, or in such other mutually agreed-upon manner. All responses to requests for approval shall be made within five (5) days of receipt by the party with the approval right and approvals shall not be unreasonably withheld. Each party shall be entitled to learn the reason for a refusal to approve, shall help suggest a solution, and will have a reasonable period to meet the objection. When a deliverable is submitted for approval and no approval or rejection is received within five (5) days, the item shall be deemed approved. Management Company's integration of all reasonable changes suggested by Client on any deliverable shall be considered acceptance of the deliverable without further submission. If all proposed changes are not acceptable or will delay further deliverables, individual deliverable items may be signed off on, on a case-by-case basis.

(i) Miscellaneous. In the unlikely event that Client's account is not kept current, all work on any projects Client has with Management Company may cease until payments are made current, and Client agrees that Management Company shall not be responsible for any delays. Client agrees to notify Management Company within 10 days of the date on the invoice of any disputes that it may have with a particular invoice, after which period it agrees that such disputes shall be deemed waived. Client agrees to pay any amounts on an invoice containing disputed items that are not the subject of the dispute. Client agrees that non-payment or late payment is a material breach and agrees to be responsible for charges related to collections, if any, including attorneys' fees for such items as contract review and demand for payment, and interest accruing as of the first date amounts became overdue at a rate of 1.5% per month.

(j) Force Majeure. Except for payment obligations, neither party shall be responsible for any failure or delay in its performance due to circumstances beyond its reasonable control, including but not limited to acts of God, war, terrorist attacks, earthquakes, accidents, sickness, family emergencies, hacking, computer viruses, or the like.

IN WITNESS WHEREOF, the parties have signed this Agreement and its Attachments or Exhibits as of the Effective Date.

CLIENT:

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

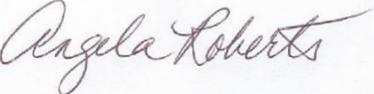
Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

MANAGEMENT COMPANY:

By: 

Title: Founder & Owner

Federal Tax I.D. Number: 43-2005975

Address: 950 South Bascom Avenue, Suite 3014

San Jose, CA 95128

(408) 266-9658 | aroberts@assoc-office.com

**OPTION 1: NO MATERIAL CHANGES TO SCOPE OF WORK**

**Peninsula Executives Association – Scope of Work**

**EXHIBIT A**

This Scope of Work and its attachments, consisting of four (4) pages total, and also including Exhibit A, Attachment A, consisting of three (3) pages, included herein is issued under and subject to all of the terms and conditions of the Consulting Agreement by and between Client and Management Company to which this Scope of Work is collectively referred to as Exhibit A.

1. Services to be performed: See Attachment A of this Exhibit A for specific services to be performed.
2. Consulting Rate: \$2,625.00 monthly (maximum consulting fee except as detailed in #3, below)
3. Maximum Number of Hours: Approximately 20-hours weekly, depending on activities; additional hours contracted for outside of the scope of Attachment A must be preapproved by both parties and will be billed at the rate of \$65.00 per hour in addition to the Consulting Rate.
4. Start Date: November 1, 2021
5. Reimbursement/Expenses: Expenses, and Materials and supplies needed for preparation will be reimbursed by Client to Management Company as indicated in the Agreement. For example, the following items will be billed separately after approval by Client:
  - Copies, printing, postage, specialized materials, special order items
  - Giveaways, gifts, decorations, creative material production/printing, other inventory item replacements
  - Travel and associated expenses to attend any non-local activities of the organization, if applicable

CLIENT: PENINSULA EXECUTIVES ASSOCIATION

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

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

MANAGEMENT COMPANY: THE WRITE PROCESS dba THE ASSOCIATION OFFICE

By: 

Title: Founder & Owner

## **OPTION 1: NO MATERIAL CHANGES TO SCOPE OF WORK**

### **Peninsula Executives Association – Scope of Work**

### **ATTACHMENT A**

#### About PEA:

PEA is a solid nonprofit business organization and seeks an established independent contractor to handle Executive Director responsibilities for approximately 20-hours/week.

The Peninsula Executives Association is an active referral network of around 55 Silicon Valley business owners established in 1978. The mission is to help other members build a trustworthy network of business service providers and referrals. PEA meets weekly on Thursday mornings; meetings may be online via zoom or face-to-face at a Member business, event venue or hotel, or other establishment.

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#### About the Association Office:

The Association Office has been supporting nonprofit trade associations, private foundations, and educational non-profit organizations since 1990. While we are legally independent contractors, whether we are onsite, on the phone, or corresponding through email we represent the organization and not The Association Office. Our company and its relationship to the group is irrelevant to the members—members want to call their association’s office and feel assured that they have reached not only someone who can help them, but someone who understands the association and its membership on many levels.

We work with a wide variety of individuals, from nearly every industry or sector imaginable. One of our greatest strengths is the ability to relate to any of our groups’ members, vendors, other contractors, and the like. Another strength is the ability to remain flexible and agile, and to meet a group’s changing priorities.

We provide a mailing address (PO Box and office address) and telephone number for the association to use for its primary contact information. This saves our groups hundreds of dollars annually.

Additionally, we provide our groups with some space in our facility to store supplies or materials. The Association Office accepts responsibility for the storage of these items in connection with proposed services. The Association Office does not accept responsibility for items that are worn due to normal use and function or items that are destroyed by an “act of nature.”

In 2021 and beyond, The Association Office will remain flexible with its clients regarding managing events, meeting, or other activities that may be affected by restrictions due to the COVID-19 pandemic. In the spirit of goodwill and to assist its clients, The Association Office may suggest use of The Association Office Zoom video conferencing service, Wufoo form creation platform, or other tools to pivot client companies or remain agile during uncertain times. The Association Office will maintain ownership of tools or resources it shares with its clients and will also bear the expense for those tools and resources. Should clients decide to move to their own account for a tool, The Association Office will assist as needed in transferring the client to its own account.

On the following pages are the specifics of the areas in which PEA is seeking assistance.

## **OPTION 1: NO MATERIAL CHANGES TO SCOPE OF WORK**

### **Peninsula Executives Association – Scope of Work**

### **ATTACHMENT A**

Association Management Company will be responsible for:

#### *Weekly*

- Email reminders to the current week's program participants
- Email meeting reminder to all members
- Prepare morning agenda and announcements
- Set up tables weekly for meetings; coordinate with the venue for any special needs due to special programming events or special meetings
- Provide AV support to meeting participants with PEA or venue supplied LCD and other equipment
- Collect lead sheets and attendance rosters or saved chat from online business meetings at the end of each meeting and record in spreadsheet or other tracking system
- Maintain PEA website including the calendar of weekly meetings and other events, newsletters and other emails, member directory and member listings
- Maintain on the website and in file copies PEA member rosters, leads sheets, master calendar, historical record of members past & present
- Prepare deposits and record dues payments; prepare checks for accounts payables one-two times monthly, as needed
- Circulate greeting cards as appropriate to members when outreach is needed; cards and postage will be expensed to PEA by The Association Office

#### *Monthly*

- Work with PEA President to prepare agenda for monthly board meeting and annual board retreat
- Create and distribute board meeting packets prior to board meetings
- Work with Treasurer to prepare and review financial statements; includes QuickBooks Online reconciliation with reconciliation reports provided with printed bank statements monthly; distribution to full board; additional reports as requested
- Attend board meeting monthly; provide board notes/minutes for review
- Provide monthly reporting to general membership of attendance and leads of all members, including percentage of attendance and indicating members on approved leave of absence

#### *Quarterly*

- Prepare and distribute timely quarterly membership dues invoices, including any special charges
- Maintain committee rosters with updates from committee chairs, members, or the board and update the website with roster; upload copies of committee minutes to member login area; assist committee chairs as appropriate with their responsibilities

## OPTION 1: NO MATERIAL CHANGES TO SCOPE OF WORK

### *Annually*

- Collect Classification Talk reservation dates and post to the members login area, updating as necessary
- Assist with board election annually; review bylaws to ensure compliance and advise board of requirements; coordinate with President, board and election supervisor to encourage nominates for several weeks prior to the election; assist nominations committee with preparing slate of nominees; coordinate logistics for day-of election; count ballot votes and advise nominations committee chair of outcome of election; assist nominations committee chair in notifying elected individuals and ensuring notification of next upcoming board meeting and next steps in board service; include in February board meeting agenda annually the selection of officers for the coming fiscal year and the selection of the date for the annual board retreat, typically held in March annually in lieu of the regular March board meeting
- Annual Board Retreat: work with incoming President and board members to coordinate a date for a board meeting with the outgoing board to transfer information and learnings of the previous year; work with venue to set up food & beverage for retreat, food choices, room set-up; coordinate agenda and handouts with incoming and outgoing presidents; ensure bank signatories is a part of the retreat agenda
- Update bank signature cards after the annual board retreat to ensure current with newest board members/officers
- Assist the Treasurer and CPA/tax preparer with the preparation of the annual tax returns; review and provide end of year reporting to the board for review prior to sending to tax preparer; prepare or cause to be prepared any 1099/1096 forms required annually
- Provide event planning and preparation for the annual Anniversary Party: maintain rosters of all guests and invitees; create invitation and collect RSVPs; communicate any additional food & beverage requirements to the venue; work with the President to plan the agenda and speech; create certificates; purchase any decorations, gifts, or prizes (with prior approval of costs, this will be billed to PEA by the Association Office for reimbursement); ~~assist the~~ Craig Calkins Executive of the Year Award committee ~~and pre-orders that award~~ for honoree and Association Office orders gift for outgoing President ~~once known~~; work with committee chair to coordinate speakers and publicize event; compile and publish yearly member statistics; maintain a confidential list of previous honorees. ~~nominees not selected (if provided by the selecting committee)~~

### *Ongoing*

- Assist members with questions, concerns, or updates as necessary
- Prepare Welcome Kits for New Members
- Monitor and follow-up on members' business card boxes to ensure cards are available; remind members when time to replenish
- Attend ~~any~~ PEA events or member open house events when possible
- Assist with special events with Evite invitations, email announcements, additional billing to members; assist Committees to ensure special events are prepaid by attendees
- File small claims court claims as directed by the board
- Keep PEA files updated

**OPTION 2: CHANGES TO SCOPE OF WORK**

**Peninsula Executives Association – Scope of Work**

**EXHIBIT A**

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1. Services to be performed: See Attachment A of this Exhibit A for specific services to be performed.
2. Consulting Rate: \$2,453.00 monthly (maximum consulting fee except as detailed in #3, below)
3. Maximum Number of Hours: Approximately 15-hours weekly, depending on activities; additional hours contracted for outside of the scope of Attachment A must be preapproved by both parties and will be billed at the rate of \$65.00 per hour in addition to the Consulting Rate.
4. Start Date: November 1, 2021
5. Reimbursement/Expenses: Expenses, and Materials and supplies needed for preparation will be reimbursed by Client to Management Company as indicated in the Agreement. For example, the following items will be billed separately after approval by Client:
  - Copies, printing, postage, paper supplies/envelopes, specialized materials, special order items
  - Giveaways, gifts, decorations, creative material production/printing, other inventory item replacements
  - Travel and associated expenses to attend any non-local activities of the organization, if applicable

CLIENT: PENINSULA EXECUTIVES ASSOCIATION

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

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

MANAGEMENT COMPANY: THE WRITE PROCESS dba THE ASSOCIATION OFFICE

By: 

Title: Founder & Owner

## **OPTION 2: CHANGES TO SCOPE OF WORK**

### **Peninsula Executives Association – Scope of Work**

### **ATTACHMENT A**

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On the following pages are the specifics of the areas in which PEA is seeking assistance.

## OPTION 2: CHANGES TO SCOPE OF WORK

### Peninsula Executives Association – Scope of Work

### ATTACHMENT A

Association Management Company will be responsible for:

#### *Weekly*

- Email reminders to the current week's program participants
- ~~Provide backup support to PEA volunteers sending E~~ email meeting reminder to all members
- ~~Prepare Receive morning meeting~~ agenda and announcements from PEA Member responsible for preparing and coordinate online meeting requirements; if face-to-face venue, onsite volunteers will coordinate with President/Emcee for meeting
- ~~Provide materials for [Set up Committee] PEA Member to s~~ Set up tables weekly for face-to-face meetings; coordinate with the venue for any special needs due to special programming events or special meetings
- Provide ~~AV-pre-event~~ support to meeting participants and presenters; ensure with PEA or venue supplied LCD and other equipment is available for face-to-face meetings, as needed
- ~~Collect Receive from [Set up Committee] PEA Member the~~ lead sheets and attendance rosters at the end of each meeting and record in spreadsheet or other tracking system; collect saved chat from online business meetings at the end of each meeting and record in spreadsheet or other tracking system
- ~~Provide backup support to PEA Members responsible to m~~ Maintain PEA website including the calendar of weekly meetings and other events, newsletters and other emails, member directory and member listings
- Maintain on the website and in file copies PEA member rosters, leads sheets, master calendar, historical record of members past & present
- Prepare deposits and record dues payments; prepare checks for accounts payables one-two times monthly, as needed
- ~~Circulate greeting cards as appropriate to members when outreach is needed; cards and postage will be expensed to PEA by The Association Office~~

#### *Monthly*

- Work with PEA President to prepare agenda for monthly board meeting and annual board retreat
- Create and distribute board meeting packets prior to board meetings
- Work with Treasurer to prepare and review financial statements; includes QuickBooks Online reconciliation with reconciliation reports provided with printed bank statements monthly; distribution to full board; additional reports as requested
- Attend board meeting monthly; provide board notes/minutes for review
- Provide monthly reporting to general membership of attendance and leads of all members, including percentage of attendance and indicating members on approved leave of absence

#### *Quarterly*

- Prepare and distribute timely quarterly membership dues invoices, including any special charges
- Maintain committee rosters with updates from committee chairs, members, or the board and update the website with roster; upload copies of committee minutes to member login area; assist committee chairs as appropriate with their responsibilities

## OPTION 2: CHANGES TO SCOPE OF WORK

### *Annually*

- Collect Classification Talk reservation dates and post to the members login area, updating as necessary
- Assist with board election annually; review bylaws to ensure compliance and advise board of requirements; coordinate with President, board and election supervisor to encourage nominates for several weeks prior to the election; assist nominations committee with preparing slate of nominees; coordinate logistics for day-of election; count ballot votes and advise nominations committee chair of outcome of election; assist nominations committee chair in notifying elected individuals and ensuring notification of next upcoming board meeting and next steps in board service; include in February board meeting agenda annually the selection of officers for the coming fiscal year and the selection of the date for the annual board retreat, typically held in March annually in lieu of the regular March board meeting
- Annual Board Retreat: work with incoming President and board members to coordinate a date for a board meeting with the outgoing board to transfer information and learnings of the previous year; work with venue to set up food & beverage for retreat, food choices, room set-up; coordinate agenda and handouts with incoming and outgoing presidents; ensure bank signatories is a part of the retreat agenda
- Update bank signature cards after the annual board retreat to ensure current with newest board members/officers
- Assist the Treasurer and CPA/tax preparer with the preparation of the annual tax returns; review and provide end of year reporting to the board for review prior to sending to tax preparer; ~~prepare or cause to be prepared~~ensure any 1099/1096 forms required ~~are filed~~ annually
- Provide event planning and preparation for the annual Anniversary Party: maintain rosters of all guests and invitees; create invitation and collect RSVPs; communicate any additional food & beverage requirements to the venue; work with the President to plan the agenda and speech; create certificates; purchase any decorations, gifts, or prizes (with prior approval of costs, this will be billed to PEA by the Association Office for reimbursement); ~~assist the~~ Craig Calkins Executive of the Year Award committee ~~and pre-orders that award for honoree and Association Office orders~~ gift for outgoing President ~~once known~~; work with committee chair to coordinate speakers and publicize event; compile and publish yearly member statistics; maintain a confidential list of previous ~~honorees, nominees not selected (if provided by the selecting committee)~~

### *Ongoing*

- ~~Provide backup to PEA Members responsible to a~~Assist members with questions, concerns, or updates as necessary
- Prepare Welcome Kits for New Members
- Monitor and follow-up on members' business card boxes to ensure cards are available; remind members when time to replenish
- Attend ~~any~~ PEA events or member open house events ~~when possible (optional)~~
- Assist with special events with Evite invitations, email announcements, additional billing to members; ~~assist Committees to~~ ensure special events are prepaid by attendees
- File small claims court claims as directed by the board
- Keep PEA files updated