



EXECUTIVE BOARD OF DIRECTORS AGENDA  
FRIDAY, FEBRUARY 8, 2019 | 3PM  
CITY OF SARATOGA  
13777 FRUITVALE AVENUE | SARATOGA, CA 95070

*Discussion & action may be taken on any of the following items:*

1. Call to order.
  2. Consent Agenda Consideration of approval of:
    - a. Executive Board Minutes (January 2019)
    - b. Financials (December 2018, January 2019)
    - c. Fee Schedule for Public Records Request and Directory
    - d. Regional Economic Forum Participation of \$1000
    - e. Consideration of purchase a new computer/livestreaming equipment for the CASCC and Roundtable
  3. New Business:
    - a. Consideration of changing the association meeting minutes from summary minutes to action minutes and discussion of hiring clerk to update records.
    - b. Consideration of support of the Professional Services Agreement with Environmental Science Associates (ESA) for facilitation/technical services not to exceed \$236,986.70 for the Santa Clara/Santa Cruz Roundtable
    - c. May General Membership Meeting discussion of event and program (discussion)
    - d. Review position statement on housing and consider recommendation to Legislative Action Committee and Board of Directors.
    - e. Consideration of Committee Assignments to reflect priorities established by Board of Directors.
  4. Agenda planning for January Board of Directors Meeting:
    - a. Legislation Action Committee
      - Amending Guiding Principles
      - Housing
    - b. Goal Setting recap and Committee assignments
    - c. Request to present:
      - SVCE (reach codes)
      - ADUs - Silicon Valley Housing Trust - financing
      - Rapid Response Network
2. City Manager Report
  3. Executive Director Report
  4. Adjourn until Friday, March 8, 2019 at 3PM at Saratoga City Hall



## **Executive Board of Directors Meeting – Agenda Report**

**Meeting Date:** February 8, 2019

**Subject:** 2a January Executive Board Minutes  
2b Financials (December, January)  
2c Fee Schedule for Directory  
2d Regional Economic Forum Participation of \$1000  
2e Consideration of purchase a new computer

**Attachments:** January Exec board meeting minutes  
Financial Reports: December 2018  
Financial Reports: January 2019  
Fee Schedule  
Regional Economic Forum info  
Computer quote



**DRAFT**

EXECUTIVE BOARD OF DIRECTORS MINUTES  
FRIDAY, JANUARY 4<sup>TH</sup>, 2019 | 3PM  
CITY OF SARATOGA  
13777 FRUITVALE AVENUE | SARATOGA, CA 95070

*Discussion & action may be taken on any of the following items:*

President Manny Cappello called the meeting to order at 3:07 pm. Also present:

Marico Sayoc (Los Gatos),  
Larry Klein (Sunnyvale),  
Rod Sinks (Cupertino),  
Chappie Jones (San José),  
James Lindsay (SCCCMA/Saratoga),  
Andi Jordan (Executive Director),  
Jennifer Tasseff (resident – Sunnyvale)

The Consent Agenda consisting of the Executive Board Meeting Minutes (November 2018, December 2018) and the Financials (October, November 2018, Holiday Membership Dinner budget vs. actuals) were approved unanimously with an additional statement to the minutes by Chappie Jones. “Chappie Jones noted that San José Mayor Sam Liccardo and staff are supportive of CASA. Jones recommends that Cities Association Board Members reach out to San José Councilmembers to express their opinion.” Motion by Marico Sayoc and a second from Chappie Jones.

The Executive Board discussed the Agenda for the January Meetings:

- Cities Selection Committee will begin at 6PM
- Nominating Committee (info) 7PM.
  - Per the by-laws, the Board must vote to fill the vacancy.
  - If Board says yes, then President announces the nominating committee
  - Recess if necessary
  - Nominating committee will recommend the previously elected Executive Board move up a seat (Larry Klein becomes 1<sup>st</sup> Vice President, Marico Sayoc becomes 2<sup>nd</sup> Vice President, Chappie Jones becomes Secretary Treasurer which creates a vacancy with the Legislative Action Committee. Nominee announced
  - Motion requested and second
- Goal Setting: After a short discussion, Chappie Jones suggested that we focus on big things and housing (CASA/RHNA) the Executive Board unanimously agreed to recommend these topics as the goals for the year:
  - Affordable housing (RHNA, ADUs, CASA)
    - How to identify our needs, desires, intentions around housing/CASA for a proactive conversation.
    - Can we find points to agree upon instead of saying no?
    - Can we get staff to analyze and collaborate?
    - What does financial impact look like?

- How do we receive input from cities to move our conversation?
- Create a positive narrative that cities are doing more. James Lindsay and Andi Jordan will work
  - Transportation
  - Roundtable – ensuring success (semi-annual update or quarterly)
- The Executive Board agreed that MTC would be the only presentation at the January Board meeting and requested the Executive Director to work with the City of Sunnyvale regarding availability of the Council Chambers.

Andi Jordan requested consideration of the meeting calendar and received input.

City Manager Report: James Lindsay suggested that he work with Andi Jordan and SCCMA regarding CASA

Chappie Jones motioned to adjourn the meeting, second from Rod Sinks. Motion carried unanimously.

Meeting Adjourned at 5:07PM until Friday, February 8, 2019 at 3PM at Saratoga City Hall.

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**Minutes Approved Friday, February 8, 2019**

AYES

NAYES -

ABSENSTENTIONS –

ABSENT –

# CITIES ASSOCIATION OF SANTA CLARA COUNTY

## BALANCE SHEET

As of December 31, 2018

	TOTAL
<b>ASSETS</b>	
Current Assets	
Bank Accounts	
Checking - Union Bank	13,310.01
Reimbursable Payments	-19.60
<b>Total Bank Accounts</b>	<b>\$13,290.41</b>
Accounts Receivable	
Accounts Receivable	30.00
<b>Total Accounts Receivable</b>	<b>\$30.00</b>
Other Current Assets	
Accrued Interest	44.60
LAIF Funds	118,937.94
Undeposited Funds	0.00
Venue Deposit	1,000.00
<b>Total Other Current Assets</b>	<b>\$119,982.54</b>
<b>Total Current Assets</b>	<b>\$133,302.95</b>
Fixed Assets	
Accumulated Depreciation	-1,926.59
Machinery and Equipment	2,203.41
<b>Total Fixed Assets</b>	<b>\$276.82</b>
<b>TOTAL ASSETS</b>	<b>\$133,579.77</b>
<b>LIABILITIES AND EQUITY</b>	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable	0.00
<b>Total Accounts Payable</b>	<b>\$0.00</b>
Credit Cards	
First National Bank of Omaha	1,155.59
<b>Total Credit Cards</b>	<b>\$1,155.59</b>
Other Current Liabilities	
Accrued Expenses	0.00
Accrued Payroll	0.00
Payroll Liabilities	0.00
FICA	
Company	0.00
<b>Total FICA</b>	<b>0.00</b>
Payroll Taxes Payable	0.00
SDI	0.00
State Withholding	0.00
<b>Total Payroll Liabilities</b>	<b>0.00</b>
<b>Total Other Current Liabilities</b>	<b>\$0.00</b>

	TOTAL
<b>Total Current Liabilities</b>	<b>\$1,155.59</b>
<b>Total Liabilities</b>	<b>\$1,155.59</b>
Equity	
Opening Bal Equity	-34.00
Reserves	0.00
Reserve for Equip. Replacement	0.00
Reserve for New Equip.	5,000.00
Reserve for Operations	35,000.00
Reserve for Program/Ooport.	0.00
Unreserved	0.00
<b>Total Reserves</b>	<b>40,000.00</b>
Unrestricted Fund Balance	18,783.95
Net Income	73,674.23
<b>Total Equity</b>	<b>\$132,424.18</b>
<b>TOTAL LIABILITIES AND EQUITY</b>	<b>\$133,579.77</b>

# CITIES ASSOCIATION OF SANTA CLARA COUNTY

## MONTHLY SUMMARY EXPENSES

December 2018

	TOTAL
Adobe	14.99
Andi Jordan	122.00
AP Intego	62.26
Bestbooks4U	255.00
Directory Spot	200.00
Enzo's	5,935.25
FedEx Office	140.28
First Place Awards	392.95
Great American Insurance Group	138.41
Gusto	51.00
Home Depot	39.33
Intuit	80.00
Libow & Wilman Municipal Law	650.00
Los Altos Stage Company	500.00
Microsoft	12.50
Office Depot	266.14
Picchetti Winery	2,601.67
SCC Managers' Association	400.00
Union Bank	3.00
Not Specified	8,999.83
<b>TOTAL</b>	<b>\$20,864.61</b>

# CITIES ASSOCIATION OF SANTA CLARA COUNTY

## PROFIT AND LOSS DETAIL

December 2018

DATE	TRANSACTION TYPE	NUM	NAME	CLASS	MEMO/DESCRIPTION	SPLIT	AMOUNT	BALANCE
Ordinary Income/Expenses								
Expenses								
Dues and Subscriptions								
12/31/2018	Expense	2787	SCC Managers' Association	CASCC	2019 Membership invoice	Checking - Union Bank	400.00	400.00
<b>Total for Dues and Subscriptions</b>							<b>\$400.00</b>	
Office								
12/07/2018	Expense		Office Depot		Menu and program for dinner	Reimbursable Payments	19.60	19.60
<b>Total for Office</b>							<b>\$19.60</b>	
Directory Production								
12/21/2018	Expense		Directory Spot	CASCC	Directory Spot App (up to 200 contacts	First National Bank of Omaha	200.00	200.00
<b>Total for Directory Production</b>							<b>\$200.00</b>	
Insurance								
12/17/2018	Expense		Great American Insurance Groupop		GreatAmer - Grea VENDOR P GreatAmer - Grea VENDOR PMT PPD *****8251	Checking - Union Bank	138.41	138.41
<b>Total for Insurance</b>							<b>\$138.41</b>	
Miscellaneous								
Bank Service Charges								
12/31/2018	Expense		Union Bank		CHECK IMAGE FEE	Checking - Union Bank	3.00	3.00
<b>Total for Bank Service Charges</b>							<b>\$3.00</b>	
<b>Total for Miscellaneous</b>							<b>\$3.00</b>	
Printing and Copying								
12/19/2018	Expense		FedEx Office		MTC meeting Copies of letters	First National Bank of Omaha	140.28	140.28
<b>Total for Printing and Copying</b>							<b>\$140.28</b>	
Software Licenses								
12/17/2018	Expense		Adobe		ADOBE *ACROBAT PRO - 8008336687, CA	First National Bank of Omaha	14.99	14.99
12/17/2018	Expense		Intuit		INTUIT *QB ONLINE - 800- 286-6800, CA	First National Bank of Omaha	20.00	34.99
12/19/2018	Expense		Intuit		INTUIT *QB ONLINE - 800- 286-6800, CA	First National Bank of Omaha	60.00	94.99
12/20/2018	Expense		Microsoft		MSFT * E010077089 - MSBILL.INFO, WA	First National Bank of Omaha	12.50	107.49
<b>Total for Software Licenses</b>							<b>\$107.49</b>	
Supplies and Equipment								
12/06/2018	Expense		Office Depot		ink	First National Bank of Omaha	72.47	72.47
12/08/2018	Expense		Office Depot			First National Bank of Omaha	154.47	226.94
12/10/2018	Expense		Office Depot		OFFICE DEPOT #909 - SUNNYVALE, CA	First National Bank of Omaha	0.72	227.66
12/10/2018	Expense		Office Depot		OFFICE DEPOT #909 - SUNNYVALE, CA	First National Bank of Omaha	1.18	228.84
12/10/2018	Expense		Office Depot		OFFICE DEPOT #909 - SUNNYVALE, CA	First National Bank of Omaha	17.70	246.54
<b>Total for Supplies and Equipment</b>							<b>\$246.54</b>	
<b>Total for Office with sub-accounts</b>							<b>\$855.32</b>	
Professional Services								
Accounting Services								
12/31/2018	Expense		Bestbooks4U	CASCC	bookkeeping	Checking - Union Bank	255.00	255.00
<b>Total for Accounting Services</b>							<b>\$255.00</b>	
Consultants								
12/31/2018	Expense	2786	Libow & Willman Municipal Law	Roundtable	review & amend professional services agreement (total of 2.6 hours @ \$250/hr)	Checking - Union Bank	650.00	650.00
<b>Total for Consultants</b>							<b>\$650.00</b>	
Employee Expenses								
Payroll Service Fees								
12/04/2018	Expense		Gusto		GUSTO FEE 806294 CCD 6sem GUSTO FEE 806294	Checking - Union Bank	51.00	51.00



DATE	TRANSACTION TYPE	NUM	NAME	CLASS	MEMO/DESCRIPTION	SPLIT	AMOUNT	BALANCE
					CCD 6semjna5c1t			
					<b>Total for Payroll Service Fees</b>		<b>\$51.00</b>	
	Payroll Taxes							
12/26/2018	Journal Entry	Gusto			Employer Taxes	-Split-	637.50	637.50
					<b>Total for Payroll Taxes</b>		<b>\$637.50</b>	
	Payroll Wages/Salary							
12/26/2018	Journal Entry	Gusto			Regular Wages	-Split-	8,333.33	8,333.33
					<b>Total for Payroll Wages/Salary</b>		<b>\$8,333.33</b>	
					<b>Total for Employee Expenses</b>		<b>\$9,021.83</b>	
					<b>Total for Professional Services</b>		<b>\$9,926.83</b>	
	Reimbursable Expense							
12/08/2018	Check		Andi Jordan		Coffee for membership dinner	Checking - Union Bank	122.00	122.00
					<b>Total for Reimbursable Expense</b>		<b>\$122.00</b>	
	Workers Compensation							
12/10/2018	Expense		AP Intego		APIntegoInsuranc ACHTRANS APIntegoInsuranc ACHTRANS CCD 33459184	Checking - Union Bank	62.26	62.26
					<b>Total for Workers Compensation</b>		<b>\$62.26</b>	
					<b>Total for Expenses</b>		<b>\$11,366.41</b>	
					<b>Net Ordinary Income</b>		<b>\$ -11,366.41</b>	
	Other Income/Expense							
	Other Income							
	Membership Dinners - Proceeds							
12/10/2018	Deposit		Eventbrite		event ticket sales	Checking - Union Bank	5,200.00	5,200.00
					<b>Total for Membership Dinners - Proceeds</b>		<b>\$5,200.00</b>	
					<b>Total for Other Income</b>		<b>\$5,200.00</b>	
	Other Expense							
	Membership Dinners - Cost							
12/02/2018	Expense		Home Depot		Centerpieces (12)	First National Bank of Omaha	39.33	39.33
12/03/2018	Expense		First Place Awards		President's Award   Cities Champion Award	First National Bank of Omaha	392.95	432.28
12/07/2018	Expense	2782	Picchetti Winery		venue - balance due	Checking - Union Bank	2,601.67	3,033.95
12/07/2018	Expense				SIMPLE BOOTH - 7205882563, TX	First National Bank of Omaha	29.00	3,062.95
12/08/2018	Check		Enzo's			Checking - Union Bank	5,935.25	8,998.20
12/10/2018	Expense	2785	Los Altos Stage Company	CASCC	entertainment	Checking - Union Bank	500.00	9,498.20
					<b>Total for Membership Dinners - Cost</b>		<b>\$9,498.20</b>	
					<b>Total for Other Expense</b>		<b>\$9,498.20</b>	
					<b>Net Other Income</b>		<b>\$ -4,298.20</b>	
					<b>Net Income</b>		<b>\$ -15,664.61</b>	

# CITIES ASSOCIATION OF SANTA CLARA COUNTY

## TRANSACTION DETAIL BY ACCOUNT

December 2018

DATE	TRANSACTION TYPE	NUM	NAME	CLASS	MEMO/DESCRIPTION	SPLIT	AMOUNT	BALANCE
<b>Checking - Union Bank</b>								
12/04/2018	Expense		Gusto		GUSTO FEE 806294 CCD 6sem GUSTO FEE 806294 CCD 6semjna5c1t	Professional Services:Employee Expenses:Payroll Service Fees	-51.00	-51.00
12/07/2018	Expense	2782	Picchetti Winery			Membership Dinners - Cost	-2,601.67	-2,652.67
12/08/2018	Check		Andi Jordan		Starbucks coffee for membership dinner	Reimbursable Expense	-122.00	-2,774.67
12/08/2018	Check		Enzo's		Catered dinner and dessert	Membership Dinners - Cost	-5,935.25	-8,709.92
12/10/2018	Expense	2785	Los Altos Stage Company		Entertainment for Membership Dinner - budgeted and approved by Board	Membership Dinners - Cost	-500.00	-9,209.92
12/10/2018	Expense		AP Intego		APIntegoInsuranc ACHTRANS APIntegoInsuranc ACHTRANS CCD 33459184	Workers Compensation	-62.26	-9,272.18
12/10/2018	Deposit		Eventbrite			Membership Dinners - Proceeds	5,200.00	-4,072.18
12/17/2018	Expense		Great American Insurance Group		GreatAmer - Grea VENDOR P GreatAmer - Grea VENDOR PMT PPD *****8251	Office:Insurance	-138.41	-4,210.59
12/26/2018	Journal Entry		Gusto		Debit tax	-Split-	-3,382.52	-7,593.11
12/26/2018	Journal Entry		Gusto		Debit net pay	-Split-	-5,588.31	-13,181.42
12/31/2018	Expense		Union Bank		CHECK IMAGE FEE	Office:Miscellaneous:Bank Service Charges	-3.00	-13,184.42
12/31/2018	Expense	2787	SCC Managers' Association		Annual Membership Dues for one attendee at each monthly meeting.	Dues and Subscriptions	-400.00	-13,584.42
12/31/2018	Transfer				transfer funds for expenses	LAIF Funds	12,000.00	-1,584.42
12/31/2018	Expense	2786	Libow & Willman Municipal Law		Review proposed professional services agreement, amend as necessary	Professional Services:Consultants	-650.00	-2,234.42
12/31/2018	Expense		Bestbooks4U		12/12/2018 Online Consultation Online consultation 0:30 85.00 42.50 12/17/2018 Hourly QB accounting work Bank, credit card, Gusto reconciliations with adjustments. Queries with Andi. Generated various reports saved under favorites and new group Monthly Reports. 2:30 85.00 212.50	Professional Services:Accounting Services	-255.00	-2,489.42
<b>Total for Checking - Union Bank</b>							<b>\$ -2,489.42</b>	
<b>Reimbursable Payments</b>								
12/07/2018	Expense		Office Depot			Office	-19.60	-19.60
<b>Total for Reimbursable Payments</b>							<b>\$ -19.60</b>	
<b>LAIF Funds</b>								
12/31/2018	Transfer				transfer funds for expenses	Checking - Union Bank	-12,000.00	-12,000.00
<b>Total for LAIF Funds</b>							<b>\$ -12,000.00</b>	
<b>First National Bank of Omaha</b>								
12/02/2018	Expense		Home Depot		Membership Dinner centerpieces - 12 4" cyclamen 12 @4.88 Discount 1.88 each	Membership Dinners - Cost	39.33	39.33
12/03/2018	Expense		First Place Awards		President Award for Rod Sinks Cities Champion Award for Supervisor Ken Yeager	Membership Dinners - Cost	392.95	432.28
12/06/2018	Expense		Office Depot			Office:Supplies and Equipment	72.47	504.75
12/07/2018	Expense				SIMPLE BOOTH - 7205882563, TX	Membership Dinners - Cost	29.00	533.75
12/08/2018	Expense		Office Depot		Name badgers, extension cord	Office:Supplies and Equipment	154.47	688.22
12/10/2018	Expense		Office Depot		OFFICE DEPOT #909 - SUNNYVALE, CA	Office:Supplies and Equipment	1.18	689.40
12/10/2018	Expense		Office Depot		OFFICE DEPOT #909 - SUNNYVALE, CA	Office:Supplies and Equipment	0.72	690.12
12/10/2018	Expense		Office Depot		OFFICE DEPOT #909 - SUNNYVALE, CA	Office:Supplies and Equipment	17.70	707.82

DATE	TRANSACTION TYPE	NUM	NAME	CLASS	MEMO/DESCRIPTION	SPLIT	AMOUNT	BALANCE
12/17/2018	Expense		Adobe		ADOBE *ACROBAT PRO - 8008336687, CA	Office:Software Licenses	14.99	722.81
12/17/2018	Expense		Intuit		INTUIT *QB ONLINE - 800-286-6800, CA	Office:Software Licenses	20.00	742.81
12/19/2018	Expense		FedEx Office			Office:Printing and Copying	140.28	883.09
12/19/2018	Expense		Intuit		INTUIT *QB ONLINE - 800-286-6800, CA	Office:Software Licenses	60.00	943.09
12/20/2018	Expense		Microsoft		MSFT * E010077089 - MSBILL.INFO, WA	Office:Software Licenses	12.50	955.59
12/21/2018	Expense		Directory Spot		Directory app up to 200 contacts	Office:Directory Production	200.00	1,155.59
<b>Total for First National Bank of Omaha</b>							<b>\$1,155.59</b>	
Dues and Subscriptions								
12/31/2018	Expense	2787	SCC Managers' Association	CASCC	2019 Membership invoice	Checking - Union Bank	400.00	400.00
<b>Total for Dues and Subscriptions</b>							<b>\$400.00</b>	
Office								
12/07/2018	Expense		Office Depot		Menu and program for dinner	Reimbursable Payments	19.60	19.60
<b>Total for Office</b>							<b>\$19.60</b>	
Directory Production								
12/21/2018	Expense		Directory Spot	CASCC	Directory Spot App (up to 200 contacts)	First National Bank of Omaha	200.00	200.00
<b>Total for Directory Production</b>							<b>\$200.00</b>	
Insurance								
12/17/2018	Expense		Great American Insurance Group		GreatAmer - Grea VENDOR P GreatAmer - Grea VENDOR PMT PPD *****8251	Checking - Union Bank	138.41	138.41
<b>Total for Insurance</b>							<b>\$138.41</b>	
Miscellaneous								
Bank Service Charges								
12/31/2018	Expense		Union Bank		CHECK IMAGE FEE	Checking - Union Bank	3.00	3.00
<b>Total for Bank Service Charges</b>							<b>\$3.00</b>	
<b>Total for Miscellaneous</b>							<b>\$3.00</b>	
Printing and Copying								
12/19/2018	Expense		FedEx Office		MTC meeting Copies of letters	First National Bank of Omaha	140.28	140.28
<b>Total for Printing and Copying</b>							<b>\$140.28</b>	
Software Licenses								
12/17/2018	Expense		Intuit		INTUIT *QB ONLINE - 800-286-6800, CA	First National Bank of Omaha	20.00	20.00
12/17/2018	Expense		Adobe		ADOBE *ACROBAT PRO - 8008336687, CA	First National Bank of Omaha	14.99	34.99
12/19/2018	Expense		Intuit		INTUIT *QB ONLINE - 800-286-6800, CA	First National Bank of Omaha	60.00	94.99
12/20/2018	Expense		Microsoft		MSFT * E010077089 - MSBILL.INFO, WA	First National Bank of Omaha	12.50	107.49
<b>Total for Software Licenses</b>							<b>\$107.49</b>	
Supplies and Equipment								
12/06/2018	Expense		Office Depot		ink	First National Bank of Omaha	72.47	72.47
12/08/2018	Expense		Office Depot			First National Bank of Omaha	154.47	226.94
12/10/2018	Expense		Office Depot		OFFICE DEPOT #909 - SUNNYVALE, CA	First National Bank of Omaha	17.70	244.64
12/10/2018	Expense		Office Depot		OFFICE DEPOT #909 - SUNNYVALE, CA	First National Bank of Omaha	1.18	245.82
12/10/2018	Expense		Office Depot		OFFICE DEPOT #909 - SUNNYVALE, CA	First National Bank of Omaha	0.72	246.54
<b>Total for Supplies and Equipment</b>							<b>\$246.54</b>	
<b>Total for Office with sub-accounts</b>							<b>\$855.32</b>	
Professional Services								
Accounting Services								
12/31/2018	Expense		Bestbooks4U	CASCC	bookkeeping	Checking - Union Bank	255.00	255.00
<b>Total for Accounting Services</b>							<b>\$255.00</b>	
Consultants								
12/31/2018	Expense	2786	Libow & Willman Municipal Law	Roundtable	review & amend professional services agreement (total of 2.6 hours @ \$250/hr)	Checking - Union Bank	650.00	650.00
<b>Total for Consultants</b>							<b>\$650.00</b>	
Employee Expenses								
Payroll Service Fees								
12/04/2018	Expense		Gusto		GUSTO FEE 806294 CCD 6sem GUSTO FEE 806294 CCD 6semjna5c1t	Checking - Union Bank	51.00	51.00
<b>Total for Payroll Service Fees</b>							<b>\$51.00</b>	

DATE	TRANSACTION TYPE	NUM	NAME	CLASS	MEMO/DESCRIPTION	SPLIT	AMOUNT	BALANCE
Payroll Taxes								
12/26/2018	Journal Entry	Gusto			Employer Taxes	-Split-	637.50	637.50
<b>Total for Payroll Taxes</b>							<b>\$637.50</b>	
Payroll Wages/Salary								
12/26/2018	Journal Entry	Gusto			Regular Wages	-Split-	8,333.33	8,333.33
<b>Total for Payroll Wages/Salary</b>							<b>\$8,333.33</b>	
<b>Total for Employee Expenses</b>							<b>\$9,021.83</b>	
<b>Total for Professional Services</b>							<b>\$9,926.83</b>	
Reimbursable Expense								
12/08/2018	Check		Andi Jordan		Coffee for membership dinner	Checking - Union Bank	122.00	122.00
<b>Total for Reimbursable Expense</b>							<b>\$122.00</b>	
Workers Compensation								
12/10/2018	Expense		AP Intego		APIntegoInsuranc ACHTRANS APIntegoInsuranc ACHTRANS CCD 33459184	Checking - Union Bank	62.26	62.26
<b>Total for Workers Compensation</b>							<b>\$62.26</b>	
Membership Dinners - Proceeds								
12/10/2018	Deposit		Eventbrite		event ticket sales	Checking - Union Bank	5,200.00	5,200.00
<b>Total for Membership Dinners - Proceeds</b>							<b>\$5,200.00</b>	
Membership Dinners - Cost								
12/02/2018	Expense		Home Depot		Centerpieces (12)	First National Bank of Omaha	39.33	39.33
12/03/2018	Expense		First Place Awards		President's Award   Cities Champion Award	First National Bank of Omaha	392.95	432.28
12/07/2018	Expense	2782	Picchetti Winery		venue - balance due	Checking - Union Bank	2,601.67	3,033.95
12/07/2018	Expense				SIMPLE BOOTH - 7205882563, TX	First National Bank of Omaha	29.00	3,062.95
12/08/2018	Check		Enzo's			Checking - Union Bank	5,935.25	8,998.20
12/10/2018	Expense	2785	Los Altos Stage Company	CASCC	entertainment	Checking - Union Bank	500.00	9,498.20
<b>Total for Membership Dinners - Cost</b>							<b>\$9,498.20</b>	

# CITIES ASSOCIATION OF SANTA CLARA COUNTY

## BALANCE SHEET

As of January 31, 2019

	TOTAL
<b>ASSETS</b>	
Current Assets	
Bank Accounts	
Checking - Union Bank	42,667.31
Reimbursable Payments	-131.30
<b>Total Bank Accounts</b>	<b>\$42,536.01</b>
Accounts Receivable	
Accounts Receivable	210,110.91
<b>Total Accounts Receivable</b>	<b>\$210,110.91</b>
Other Current Assets	
Accrued Interest	44.60
LAIF Funds	119,761.49
Undeposited Funds	0.00
Venue Deposit	1,000.00
<b>Total Other Current Assets</b>	<b>\$120,806.09</b>
<b>Total Current Assets</b>	<b>\$373,453.01</b>
Fixed Assets	
Accumulated Depreciation	-1,926.59
Machinery and Equipment	2,203.41
<b>Total Fixed Assets</b>	<b>\$276.82</b>
<b>TOTAL ASSETS</b>	<b>\$373,729.83</b>
<b>LIABILITIES AND EQUITY</b>	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable	0.00
<b>Total Accounts Payable</b>	<b>\$0.00</b>
Credit Cards	
First National Bank of Omaha	530.39
<b>Total Credit Cards</b>	<b>\$530.39</b>
Other Current Liabilities	
Accrued Expenses	0.00
Accrued Payroll	0.00
Payroll Liabilities	0.00
FICA	
Company	0.00
<b>Total FICA</b>	<b>0.00</b>
Payroll Taxes Payable	0.00
SDI	0.00
State Withholding	0.00
<b>Total Payroll Liabilities</b>	<b>0.00</b>
<b>Total Other Current Liabilities</b>	<b>\$0.00</b>

	TOTAL
<b>Total Current Liabilities</b>	<b>\$530.39</b>
<b>Total Liabilities</b>	<b>\$530.39</b>
Equity	
Opening Bal Equity	-34.00
Reserves	0.00
Reserve for Equip. Replacement	0.00
Reserve for New Equip.	5,000.00
Reserve for Operations	35,000.00
Reserve for Program/Opport.	0.00
Unreserved	0.00
<b>Total Reserves</b>	<b>40,000.00</b>
Unrestricted Fund Balance	18,783.95
Net Income	314,449.49
<b>Total Equity</b>	<b>\$373,199.44</b>
<b>TOTAL LIABILITIES AND EQUITY</b>	<b>\$373,729.83</b>

# CITIES ASSOCIATION OF SANTA CLARA COUNTY

## MONTHLY SUMMARY EXPENSES

January 2019

	TOTAL
A Slice Of New York	133.00
Adobe	14.99
AP Intego	62.26
Bestbooks4U	170.00
FedEx Office	107.65
Gusto	45.00
Intuit	80.00
LCC Peninsula Division	55.00
Le Boulanger	111.70
Lucky	5.50
Microsoft	12.50
Union Bank	3.00
Not Specified	9,247.70
<b>TOTAL</b>	<b>\$10,048.30</b>

# CITIES ASSOCIATION OF SANTA CLARA COUNTY

## PROFIT AND LOSS DETAIL

January 2019

DATE	TRANSACTION TYPE	NUM	NAME	CLASS	MEMO/DESCRIPTION	SPLIT	AMOUNT	BALANCE
Ordinary Income/Expenses								
Income								
Roundtable Income								
01/03/2019	Invoice	1036	Carlos Palacios	Roundtable	2010 Census = 129,739 = \$39,892.79	Accounts Receivable	39,892.79	39,892.79
01/03/2019	Invoice	1035	Chris Jordan	Roundtable	Census 2010 population 28,976 = \$8,909.68	Accounts Receivable	8,909.68	48,802.47
01/03/2019	Invoice	1029	City of Palo Alto	Roundtable	2010 Census 64,403 = \$19,802.95	Accounts Receivable	19,802.95	68,605.42
01/03/2019	Invoice	1031	James Lindsay	Roundtable	2010 Census 29,926 = \$9,201.79	Accounts Receivable	9,201.79	77,807.21
01/03/2019	Invoice	1032	Kent Steffens	Roundtable	2010 Census = 140,081 = \$43,072.80	Accounts Receivable	43,072.80	120,880.01
01/03/2019	Invoice	1033	Santa Clara County	Roundtable	Census 2010 89,960 = \$27,661.34	Accounts Receivable	27,661.34	148,541.35
01/03/2019	Invoice	1034	City of Santa Cruz	Roundtable	Census 2010 59,946 = \$18,432.49	Accounts Receivable	18,432.49	166,973.84
01/03/2019	Invoice	1030	Deanna Santana	Roundtable	2010 Census population = 116,468 = \$35,812.15	Accounts Receivable	35,812.15	202,785.99
01/03/2019	Invoice	1037	Carl Cahill	Roundtable	Census 2010 = 7,922 = \$2,435.90	Accounts Receivable	2,435.90	205,221.89
01/03/2019	Invoice	1038	Terry Blount	Roundtable	Census 2010 = 3,341 = \$1,027.31	Accounts Receivable	1,027.31	206,249.20
01/03/2019	Invoice	1028	Dan Rich	Roundtable	2010 Census 74,066 = \$22,774.18	Accounts Receivable	22,774.18	229,023.38
01/03/2019	Invoice	1039	Jamie Goldstein	Roundtable	2010 Census = 9,918 = \$3,049.64	Accounts Receivable	3,049.64	232,073.02
01/03/2019	Invoice	1027	City of Cupertino	Roundtable	Cupertino @2010 Census 58,302 \$17,926.99	Accounts Receivable	17,926.99	250,000.01
<b>Total for Roundtable Income</b>							<b>\$250,000.01</b>	
<b>Total for Income</b>							<b>\$250,000.01</b>	
Expenses								
Office								
Conferences/Director's Expenses								
01/03/2019	Expense		LCC Peninsula Division	CASCC	Peninsula Division luncheon on CASA Compact	First National Bank of Omaha	55.00	55.00
<b>Total for Conferences/Director's Expenses</b>							<b>\$55.00</b>	
Hospitality								
01/14/2019	Expense		Lucky		LUCKY #723 LOS ALTOS - LOS ALTOS, CA	First National Bank of Omaha	5.50	5.50
01/14/2019	Expense		A Slice Of New York		A SLICE OF NEW YORK - SUNNYVALE, CA	First National Bank of Omaha	133.00	138.50
01/16/2019	Expense		Le Boulanger	Roundtable	lunch for panel - IRoundtable interviews	Reimbursable Payments	111.70	250.20
01/22/2019	Expense				LE BOULANGER - E-COMME - SUNNYVALE, CA	First National Bank of Omaha	121.75	371.95
<b>Total for Hospitality</b>							<b>\$371.95</b>	
Miscellaneous								
Bank Service Charges								
01/31/2019	Expense		Union Bank		CHECK IMAGE FEE	Checking - Union Bank	3.00	3.00
<b>Total for Bank Service Charges</b>							<b>\$3.00</b>	
<b>Total for Miscellaneous</b>							<b>\$3.00</b>	
Printing and Copying								
01/07/2019	Expense		FedEx Office	CASCC	FEDEXOFFICE 00051474 - CUPERTINO, CA	First National Bank of Omaha	22.53	22.53
01/10/2019	Expense		FedEx Office	CASCC	Copies - tent cards and public comment cards	First National Bank of Omaha	39.50	62.03
01/10/2019	Expense		FedEx Office	CASCC		First National Bank of Omaha	45.62	107.65
<b>Total for Printing and Copying</b>							<b>\$107.65</b>	
Software Licenses								
01/16/2019	Expense		Adobe		ADOBE *ACROBAT PRO -	First National Bank of Omaha	14.99	14.99



DATE	TRANSACTION TYPE	NUM	NAME	CLASS	MEMO/DESCRIPTION	SPLIT	AMOUNT	BALANCE
01/17/2019	Expense		Intuit		8008336687, CA INTUIT *QB ONLINE - 800-286-6800, CA	First National Bank of Omaha	20.00	34.99
01/22/2019	Expense		Intuit		INTUIT *QB ONLINE - 800-286-6800, CA	First National Bank of Omaha	60.00	94.99
01/22/2019	Expense		Microsoft		MSFT * E01007E7QG - MSBILL.INFO, WA	First National Bank of Omaha	12.50	107.49
<b>Total for Software Licenses</b>							<b>\$107.49</b>	
<b>Total for Office</b>							<b>\$645.09</b>	
Other Miscellaneous Service Cost								
01/07/2019	Expense					Checking - Union Bank	1.12	1.12
<b>Total for Other Miscellaneous Service Cost</b>							<b>\$1.12</b>	
Professional Services								
Accounting Services								
01/25/2019	Expense		Bestbooks4U	CASCC	accounting	Checking - Union Bank	170.00	170.00
<b>Total for Accounting Services</b>							<b>\$170.00</b>	
Employee Expenses								
Payroll Service Fees								
01/03/2019	Expense		Gusto		GUSTO FEE 945327 CCD 6sem GUSTO FEE 945327 CCD 6semjnbqmm7	Checking - Union Bank	45.00	45.00
<b>Total for Payroll Service Fees</b>							<b>\$45.00</b>	
Payroll Taxes								
01/25/2019	Journal Entry		Gusto		Employer Taxes	-Split-	791.50	791.50
<b>Total for Payroll Taxes</b>							<b>\$791.50</b>	
Payroll Wages/Salary								
01/25/2019	Journal Entry		Gusto		Regular Wages	-Split-	8,333.33	8,333.33
<b>Total for Payroll Wages/Salary</b>							<b>\$8,333.33</b>	
<b>Total for Employee Expenses</b>							<b>\$9,169.83</b>	
<b>Total for Professional Services</b>							<b>\$9,339.83</b>	
Workers Compensation								
01/07/2019	Expense		AP Intego		APIntegoInsuranc ACHTRANS APIntegoInsuranc ACHTRANS CCD 34902186	Checking - Union Bank	62.26	62.26
<b>Total for Workers Compensation</b>							<b>\$62.26</b>	
<b>Total for Expenses</b>							<b>\$10,048.30</b>	
<b>Net Ordinary Income</b>							<b>\$239,951.71</b>	
Other Income/Expense								
Other Income								
Interest Income								
01/15/2019	Deposit		LAIF		2.4%	LAIF Funds	823.55	823.55
<b>Total for Interest Income</b>							<b>\$823.55</b>	
<b>Total for Other Income</b>							<b>\$823.55</b>	
<b>Net Other Income</b>							<b>\$823.55</b>	
<b>Net Income</b>							<b>\$240,775.26</b>	

# CITIES ASSOCIATION OF SANTA CLARA COUNTY

## TRANSACTION DETAIL BY ACCOUNT

January 2019

DATE	TRANSACTION TYPE	NUM	NAME	CLASS	MEMO/DESCRIPTION	SPLIT	AMOUNT	BALANCE
<b>Checking - Union Bank</b>								
01/03/2019	Expense		Gusto		GUSTO FEE 945327 CCD 6sem GUSTO FEE 945327 CCD 6semjnbqmm7	Professional Services:Employee Expenses:Payroll Service Fees	-45.00	-45.00
01/07/2019	Deposit		Santa Clara Valley Water			Undeposited Funds	30.00	-15.00
01/07/2019	Expense		AP Intego		APIntegoInsuranc ACHTRANS APIntegoInsuranc ACHTRANS CCD 34902186	Workers Compensation	-62.26	-77.26
01/07/2019	Expense					Other Miscellaneous Service Cost	-1.12	-78.38
01/14/2019	Deposit					-Split-	4,076.95	3,998.57
01/23/2019	Transfer				1ST NATL BK OMAH ONLINE P 1ST NATL BK OMAH ONLINE PMT CCD CC0004769253	First National Bank of Omaha	-1,155.59	2,842.98
01/24/2019	Deposit		Deanna Santana			Undeposited Funds	35,812.15	38,655.13
01/25/2019	Journal Entry	Gusto			Debit tax	-Split-	-3,514.08	35,141.05
01/25/2019	Journal Entry	Gusto			Debit net pay	-Split-	-5,610.75	29,530.30
01/25/2019	Expense		Bestbooks4U			Professional Services:Accounting Services	-170.00	29,360.30
01/31/2019	Expense		Union Bank		CHECK IMAGE FEE	Office:Miscellaneous:Bank Service Charges	-3.00	29,357.30
<b>Total for Checking - Union Bank</b>							<b>\$29,357.30</b>	
<b>Reimbursable Payments</b>								
01/16/2019	Expense		Le Boulanger			Office:Hospitality	-111.70	-111.70
<b>Total for Reimbursable Payments</b>							<b>\$ -111.70</b>	
<b>Accounts Receivable</b>								
01/03/2019	Invoice	1037	Carl Cahill		Calculation attached.	Roundtable Income	2,435.90	2,435.90
01/03/2019	Payment		Santa Clara Valley Water			Undeposited Funds	-30.00	2,405.90
01/03/2019	Invoice	1034	City of Santa Cruz		calculation attached	Roundtable Income	18,432.49	20,838.39
01/03/2019	Invoice	1033	Santa Clara County		Calculation attached.	Roundtable Income	27,661.34	48,499.73
01/03/2019	Invoice	1032	Kent Steffens		Calculation sheet attached.	Roundtable Income	43,072.80	91,572.53
01/03/2019	Invoice	1031	James Lindsay		Per MOU & Bylaws, funding based on 2010 Census	Roundtable Income	9,201.79	100,774.32
01/03/2019	Invoice	1035	Chris Jordan		Calculation sheet attached.	Roundtable Income	8,909.68	109,684.00
01/03/2019	Invoice	1036	Carlos Palacios		calculation attached	Roundtable Income	39,892.79	149,576.79
01/03/2019	Invoice	1030	Deanna Santana		Please contact Andi Jordan if you have any questions. Andi Jordan 408.766.9534 andi@citiesassociation.org	Roundtable Income	35,812.15	185,388.94
01/03/2019	Invoice	1038	Terry Blount		Calculation attached.	Roundtable Income	1,027.31	186,416.25
01/03/2019	Invoice	1028	Dan Rich		Calculation sheet attached.	Roundtable Income	22,774.18	209,190.43
01/03/2019	Invoice	1039	Jamie Goldstein		Calculation attached	Roundtable Income	3,049.64	212,240.07
01/03/2019	Invoice	1027	City of Cupertino		Please contact Andi Jordan if you have any questions. Andi Jordan 408.766.9534 andi@citiesassociation.org	Roundtable Income	17,926.99	230,167.06
01/03/2019	Invoice	1029	City of Palo Alto		Please contact Andi Jordan if you have any questions. Andi Jordan 408.766.9534 andi@citiesassociation.org	Roundtable Income	19,802.95	249,970.01
01/14/2019	Payment	091423	Jamie Goldstein			Undeposited Funds	-3,049.64	246,920.37
01/14/2019	Payment	18014	Terry Blount			Undeposited Funds	-1,027.31	245,893.06
01/24/2019	Payment		Deanna Santana			Undeposited Funds	-35,812.15	210,080.91
<b>Total for Accounts Receivable</b>							<b>\$210,080.91</b>	
<b>LAIF Funds</b>								
01/15/2019	Deposit		LAIF			Interest Income	823.55	823.55
<b>Total for LAIF Funds</b>							<b>\$823.55</b>	
<b>Undeposited Funds</b>								
01/03/2019	Payment		Santa Clara Valley Water		Paid via QuickBooks Payments: Payment ID a0jj65fl35004173	Accounts Receivable	30.00	30.00

DATE	TRANSACTION TYPE	NUM	NAME	CLASS	MEMO/DESCRIPTION	SPLIT	AMOUNT	BALANCE
01/07/2019	Deposit		Santa Clara Valley Water		Paid via QuickBooks Payments: Payment ID a0jj65fl35004173	Checking - Union Bank	-30.00	0.00
01/14/2019	Payment	091423	Jamie Goldstein			Accounts Receivable	3,049.64	3,049.64
01/14/2019	Payment	18014	Terry Blount			Accounts Receivable	1,027.31	4,076.95
01/14/2019	Deposit					Checking - Union Bank	-3,049.64	1,027.31
01/14/2019	Deposit					Checking - Union Bank	-1,027.31	0.00
01/24/2019	Deposit		Deanna Santana		voucher ID 00437464	Checking - Union Bank	-35,812.15	-35,812.15
01/24/2019	Payment		Deanna Santana			Accounts Receivable	35,812.15	0.00
<b>Total for Undeposited Funds</b>							<b>\$0.00</b>	
First National Bank of Omaha								
01/03/2019	Expense		LCC Peninsula Division			Office:Conferences/Director's Expenses	55.00	55.00
01/07/2019	Expense		FedEx Office		FEDEXOFFICE 00051474 - CUPERTINO, CA	Office:Printing and Copying	22.53	77.53
01/10/2019	Expense		FedEx Office			Office:Printing and Copying	39.50	117.03
01/10/2019	Expense		FedEx Office		CSC and board meeting	Office:Printing and Copying	45.62	162.65
01/14/2019	Expense		Lucky		LUCKY #723 LOS ALTOS - LOS ALTOS, CA	Office:Hospitality	5.50	168.15
01/14/2019	Expense		A Slice Of New York		A SLICE OF NEW YORK - SUNNYVALE, CA	Office:Hospitality	133.00	301.15
01/16/2019	Expense		Adobe		ADOBE *ACROBAT PRO - 8008336687, CA	Office:Software Licenses	14.99	316.14
01/17/2019	Expense		Intuit		INTUIT *QB ONLINE - 800-286-6800, CA	Office:Software Licenses	20.00	336.14
01/22/2019	Expense		Microsoft		MSFT * E01007E7QG - MSBILL.INFO, WA	Office:Software Licenses	12.50	348.64
01/22/2019	Expense		Intuit		INTUIT *QB ONLINE - 800-286-6800, CA	Office:Software Licenses	60.00	408.64
01/22/2019	Expense				LE BOULANGER - E-COMME - SUNNYVALE, CA	Office:Hospitality	121.75	530.39
01/23/2019	Transfer				1ST NATL BK OMAH ONLINE P 1ST NATL BK OMAH ONLINE PMT CCD CC0004769253	Checking - Union Bank	-1,155.59	-625.20
<b>Total for First National Bank of Omaha</b>							<b>\$ -625.20</b>	
Roundtable Income								
01/03/2019	Invoice	1028	Dan Rich	Roundtable	2010 Census 74,066 = \$22,774.18	Accounts Receivable	22,774.18	22,774.18
01/03/2019	Invoice	1039	Jamie Goldstein	Roundtable	2010 Census = 9,918 = \$3,049.64	Accounts Receivable	3,049.64	25,823.82
01/03/2019	Invoice	1027	City of Cupertino	Roundtable	Cupertino @2010 Census 58,302 \$17,926.99	Accounts Receivable	17,926.99	43,750.81
01/03/2019	Invoice	1029	City of Palo Alto	Roundtable	2010 Census 64,403 = \$19,802.95	Accounts Receivable	19,802.95	63,553.76
01/03/2019	Invoice	1037	Carl Cahill	Roundtable	Census 2010 = 7,922 = \$2,435.90	Accounts Receivable	2,435.90	65,989.66
01/03/2019	Invoice	1030	Deanna Santana	Roundtable	2010 Census population = 116,468 = \$35,812.15	Accounts Receivable	35,812.15	101,801.81
01/03/2019	Invoice	1034	City of Santa Cruz	Roundtable	Census 2010 59,946 = \$18,432.49	Accounts Receivable	18,432.49	120,234.30
01/03/2019	Invoice	1036	Carlos Palacios	Roundtable	2010 Census = 129,739 = \$39,892.79	Accounts Receivable	39,892.79	160,127.09
01/03/2019	Invoice	1035	Chris Jordan	Roundtable	Census 2010 population 28,976 = \$8,909.68	Accounts Receivable	8,909.68	169,036.77
01/03/2019	Invoice	1031	James Lindsay	Roundtable	2010 Census 29,926 = \$9,201.79	Accounts Receivable	9,201.79	178,238.56
01/03/2019	Invoice	1032	Kent Steffens	Roundtable	2010 Census = 140,081 = \$43,072.80	Accounts Receivable	43,072.80	221,311.36
01/03/2019	Invoice	1033	Santa Clara County	Roundtable	Census 2010 89,960 = \$27,661.34	Accounts Receivable	27,661.34	248,972.70
01/03/2019	Invoice	1038	Terry Blount	Roundtable	Census 2010 = 3,341 = \$1,027.31	Accounts Receivable	1,027.31	250,000.01
<b>Total for Roundtable Income</b>							<b>\$250,000.01</b>	
Office								
Conferences/Director's Expenses								
01/03/2019	Expense		LCC Peninsula Division	CASCC	Peninsula Division luncheon on CASA Compact	First National Bank of Omaha	55.00	55.00
<b>Total for Conferences/Director's Expenses</b>							<b>\$55.00</b>	
Hospitality								
01/14/2019	Expense		Lucky		LUCKY #723 LOS ALTOS -	First National Bank of Omaha	5.50	5.50

DATE	TRANSACTION TYPE	NUM	NAME	CLASS	MEMO/DESCRIPTION	SPLIT	AMOUNT	BALANCE
01/14/2019	Expense		A Slice Of New York		LOS ALTOS, CA A SLICE OF NEW YORK - SUNNYVALE, CA	First National Bank of Omaha	133.00	138.50
01/16/2019	Expense		Le Boulanger	Roundtable	lunch for panel - IRoundtable interviews	Reimbursable Payments	111.70	250.20
01/22/2019	Expense				LE BOULANGER - E-COMME - SUNNYVALE, CA	First National Bank of Omaha	121.75	371.95
<b>Total for Hospitality</b>							<b>\$371.95</b>	
Miscellaneous								
Bank Service Charges								
01/31/2019	Expense		Union Bank		CHECK IMAGE FEE	Checking - Union Bank	3.00	3.00
<b>Total for Bank Service Charges</b>							<b>\$3.00</b>	
<b>Total for Miscellaneous</b>							<b>\$3.00</b>	
Printing and Copying								
01/07/2019	Expense		FedEx Office	CASCC	FEDEXOFFICE 00051474 - CUPERTINO, CA	First National Bank of Omaha	22.53	22.53
01/10/2019	Expense		FedEx Office	CASCC	Copies - tent cards and public comment cards	First National Bank of Omaha	39.50	62.03
01/10/2019	Expense		FedEx Office	CASCC		First National Bank of Omaha	45.62	107.65
<b>Total for Printing and Copying</b>							<b>\$107.65</b>	
Software Licenses								
01/16/2019	Expense		Adobe		ADOBE *ACROBAT PRO - 8008336687, CA	First National Bank of Omaha	14.99	14.99
01/17/2019	Expense		Intuit		INTUIT *QB ONLINE - 800-286- 6800, CA	First National Bank of Omaha	20.00	34.99
01/22/2019	Expense		Intuit		INTUIT *QB ONLINE - 800-286- 6800, CA	First National Bank of Omaha	60.00	94.99
01/22/2019	Expense		Microsoft		MSFT * E01007E7QG - MSBILL.INFO, WA	First National Bank of Omaha	12.50	107.49
<b>Total for Software Licenses</b>							<b>\$107.49</b>	
<b>Total for Office</b>							<b>\$645.09</b>	
Other Miscellaneous Service Cost								
01/07/2019	Expense					Checking - Union Bank	1.12	1.12
<b>Total for Other Miscellaneous Service Cost</b>							<b>\$1.12</b>	
Professional Services								
Accounting Services								
01/25/2019	Expense		Bestbooks4U	CASCC	accounting	Checking - Union Bank	170.00	170.00
<b>Total for Accounting Services</b>							<b>\$170.00</b>	
Employee Expenses								
Payroll Service Fees								
01/03/2019	Expense		Gusto		GUSTO FEE 945327 CCD 6sem GUSTO FEE 945327 CCD 6semjnbqmm7	Checking - Union Bank	45.00	45.00
<b>Total for Payroll Service Fees</b>							<b>\$45.00</b>	
Payroll Taxes								
01/25/2019	Journal Entry	Gusto			Employer Taxes	-Split-	791.50	791.50
<b>Total for Payroll Taxes</b>							<b>\$791.50</b>	
Payroll Wages/Salary								
01/25/2019	Journal Entry	Gusto			Regular Wages	-Split-	8,333.33	8,333.33
<b>Total for Payroll Wages/Salary</b>							<b>\$8,333.33</b>	
<b>Total for Employee Expenses</b>							<b>\$9,169.83</b>	
<b>Total for Professional Services</b>							<b>\$9,339.83</b>	
Workers Compensation								
01/07/2019	Expense		AP Intego		APIntegoInsuranc ACHTRANS APIntegoInsuranc ACHTRANS CCD 34902186	Checking - Union Bank	62.26	62.26
<b>Total for Workers Compensation</b>							<b>\$62.26</b>	
Interest Income								
01/15/2019	Deposit		LAIF		2.4%	LAIF Funds	823.55	823.55
<b>Total for Interest Income</b>							<b>\$823.55</b>	

# CITIES ASSOCIATION OF SANTA CLARA COUNTY

## BALANCE SHEET As of February 7, 2019

	TOTAL
<b>ASSETS</b>	
Current Assets	
Bank Accounts	
Checking - Union Bank	42,667.31
Reimbursable Payments	-131.30
<b>Total Bank Accounts</b>	<b>\$42,536.01</b>
Accounts Receivable	
Accounts Receivable	210,110.91
<b>Total Accounts Receivable</b>	<b>\$210,110.91</b>
Other Current Assets	
Accrued Interest	44.60
LAIF Funds	119,761.49
Undeposited Funds	0.00
Venue Deposit	1,000.00
<b>Total Other Current Assets</b>	<b>\$120,806.09</b>
<b>Total Current Assets</b>	<b>\$373,453.01</b>
Fixed Assets	
Accumulated Depreciation	-1,926.59
Machinery and Equipment	2,203.41
<b>Total Fixed Assets</b>	<b>\$276.82</b>
<b>TOTAL ASSETS</b>	<b>\$373,729.83</b>
<b>LIABILITIES AND EQUITY</b>	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable	0.00
<b>Total Accounts Payable</b>	<b>\$0.00</b>
Credit Cards	
First National Bank of Omaha	545.98
<b>Total Credit Cards</b>	<b>\$545.98</b>
Other Current Liabilities	
Accrued Expenses	0.00
Accrued Payroll	0.00
Payroll Liabilities	0.00
FICA	
Company	0.00
<b>Total FICA</b>	<b>0.00</b>
Payroll Taxes Payable	0.00
SDI	0.00
State Withholding	0.00
<b>Total Payroll Liabilities</b>	<b>0.00</b>
<b>Total Other Current Liabilities</b>	<b>\$0.00</b>

	TOTAL
<b>Total Current Liabilities</b>	<b>\$545.98</b>
<b>Total Liabilities</b>	<b>\$545.98</b>
Equity	
Opening Bal Equity	-34.00
Reserves	0.00
Reserve for Equip. Replacement	0.00
Reserve for New Equip.	5,000.00
Reserve for Operations	35,000.00
Reserve for Program/Ooport.	0.00
Unreserved	0.00
<b>Total Reserves</b>	<b>40,000.00</b>
Unrestricted Fund Balance	18,783.95
Net Income	314,433.90
<b>Total Equity</b>	<b>\$373,183.85</b>
<b>TOTAL LIABILITIES AND EQUITY</b>	<b>\$373,729.83</b>

# CITIES ASSOCIATION OF SANTA CLARA COUNTY

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To: Executive Board of Directors  
 From: Andi Jordan, Executive Director  
 Date: February 7, 2019  
 RE: Fee Schedule for the Directory

If a fee schedule is not adopted, the Association may not charge for the Directory. I recommend:

- Member jurisdictions and elected officials receive access as part of their membership to the Association.
- If an organization is listed in the directory, that person will also receive access to the app.
- Fee Recommendation - \$15 for the year.

2018 Directory Revenue	1020.00
2018 Publication of the directory	<u>962.00</u>
2018 profit	58.00

2019 Directory Spot fees:  
 Currently under 200 contacts = \$200

# of Contacts	Annual Price
1 - 100	\$100
101 - 150	\$150
151 - 200	\$200
201 - 250	\$250
251 - 300	\$300
301 - 350	\$350
351 - 400	\$400
401 - 500	\$450

501 - 600	\$500
601 - 700	\$550
701 - 800	\$600
801 - 900	\$650
901 - 1000	\$700
1001 - 1250	\$750
1251 - 1500	\$800
1501 - 1750	\$850
1751 - 2000	\$900

**Subject:** Partnership - Regional Economic Forum

**Date:** Tuesday, January 8, 2019 at 9:09:46 AM Pacific Standard Time

**From:** Carl Guardino

**To:** Andi Jordan, Manny Cappello, Manny Cappello

**CC:** Shannon De Atley-Johnson

Dear Andi and Manny:

Good morning. I hope you are doing well. My plan was to call you by phone today, but - ironically - I am out ill and have lost my voice . . .

I'm following up on my earlier outreach in the hopes that we will once again partner on our Annual "Regional Economic Forum," which will be held this year on Friday, March 1, with 400 Valley leaders.

As you know from our past partnerships on the Regional Economic Forum, we bring together 20 equally branded Co-Hosts to organize the issues, panels and panelists to discuss and address the challenging topics we face as a region.

Each of our 20 equally branded Co-Hosts steps forward in the following ways:

\* Time - We each participate in no more than 3 planning sessions in which we select the topics, panels and panelists for the Forum.

\* Treasure - We each contribute the non-profit rate to host a table of ten people, from our networks, to ensure a diverse audience from throughout the Valley. The non-profit table rate is only \$1,000 for 10 guests.

\* Talent - We each are on-stage at least 3 times during the Regional Economic Forum, to ensure our unique perspectives are heard.

***Could you please let me know today if you can once again join us as an equally branded Co-Host for this year's Regional Economic Forum? Thanks for your consideration and your partnership.***

Warm Regards,

Carl

--

Carl Guardino, CEO  
Silicon Valley Leadership Group  
408-501-7864 [svlg.org](http://svlg.org)  
@CarlGuardino



To: Executive Board of Directors  
From: Andi Jordan, Executive Director  
Date: February 7, 2019  
RE: purchase of new computer

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Recommendation: purchase apple mac book pro, case, appicare not to exceed \$3300 from \$4000 equipment reserve. City of Cupertino has a business account and our affiliation with the City of Cupertino will allow a 6-8 % discount.

Apple technician recommended MacBook Pro 13 or 15 inch computer with 512 GB. The current harddrive is almost full and the computer is freezing with multi-tasking.

Macbook pro 13 inch  
2.3 GHz quad-core Intel Core i5, 8GB memory,  
512 GB SSD  
\$1999

Macbook pro 15 inch  
2.6 GHz 6 core intel core i&, 16 GB Memory,  
512 GB SSD  
\$2799

**PROFESSIONAL SERVICES AGREEMENT BETWEEN  
CITIES ASSOCIATION OF SANTA CLARA COUNTY  
AND  
ENVIRONMENTAL SCIENCE ASSOCIATES  
FOR  
FACILITATOR AND CONSULATANT SERVICES FOR THE SANTA CLARA/SANTA CRUZ COUNTIES  
COMMUNITY ROUNDTABLE REGARDING AVIATION, AIRCRAFT AND AIRPORT NOISE  
MANAGEMENT ISSUES**

**THIS AGREEMENT** is made and entered into the \_\_\_\_\_ day of February, 2019, by and between the Cities Association of Santa Clara County, an Association, hereinafter referred to as “**ASSOCIATION**,” and Environmental Science Associates (“**ESA**,”) hereinafter referred to as “**CONSULTANT**.”

**RECITALS**

**WHEREAS**, ASSOCIATION has solicited proposals from individuals or firms familiar with aviation, aircraft, and airport noise management issues to provide facilitator/consultant services for the Santa Clara/Santa Cruz Counties Community Roundtable; and

**WHEREAS**, ASSOCIATION has determined that CONSULTANT possesses the skills, experience and certifications required to provide the services required by the ASSOCIATION; and

**WHEREAS**, CONSULTANT is an independent CONSULTANT which has provided similar professional services to numerous other cities and agencies; and

**WHEREAS**, ASSOCIATION desires to retain CONSULTANT to provide professional services under the terms and conditions set forth in this Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants, conditions and promises identified herein, the parties mutually agree as follow:

**1. SCOPE OF SERVICES.**

CONSULTANT shall assist the ASSOCIATION by performing the scope of services set forth in CONSULTANT’S Proposal entitled “Facilitator/Consultant Services for Santa Clara/Santa Cruz Community Roundtable,” dated December 19, 2018. This Proposal is labeled Exhibit A and attached and incorporated herein by reference. CONSULTANT shall ensure that its services include the scope of work set forth in Section III of the Request for Proposals, attached and incorporated herein as Exhibit B, to the extent such services are not included in the Proposal. CONSULTANT shall perform all such services in a satisfactory and proper manner in accordance with requirements provided by the Executive Director, or designee. Steven Alverson will serve as the lead CONSULTANT and primary contact for this service. Mr. Alverson’s support staff, set

forth in Section 6 of the Proposal, will also be engaged in the successful completion of this agreement. CONSULTANT may, with prior written approval of the Executive Director, contract with others to provide certain services if needed.

CONSULTANT agrees to perform these services in accordance with the standards of its profession and within the terms of this agreement, and shall at all times provide these services on a basis satisfactory to the Executive Director, and consistent with all goals and objectives set forth herein. CONSULTANT shall be solely responsible for the quality and suitability of services provided pursuant to this Agreement. The Executive Director shall determine whether services provided by CONSULTANT pursuant to this Agreement are satisfactory to the ASSOCIATION. If during the course of this Agreement, it is determined services being provided are not satisfactory, CONSULTANT shall take such corrective action as ASSOCIATION may require. Failure to promptly take such action shall constitute a material breach of this Agreement and cause for termination in the ASSOCIATION'S discretion. This standard of care is not intended and shall not be construed to impose an obligation on the ASSOCIATION within the meaning of Government Code Section 815.6.

The parties may amend the scope of services by mutual written consent at any time.

**2. SCHEDULE.** Services of CONSULTANT are to commence upon the execution of this Agreement and shall continue in full force and effect until final acceptance of all services described in Exhibit A by the Executive Director, or designee, unless otherwise terminated in accordance with the provisions of this Agreement. CONSULTANT shall meet all completion dates and task schedules as set forth in Section 5 of Exhibit A.

**3. TERM.** This Agreement shall continue in full force and effect until December 31, 2019. It may be extended for additional one-year terms by mutual agreement provided ASSOCIATION has adequately budgeted for such expenditure.

**4. COMPENSATION.** CONSULTANT's total compensation, including but not limited to all on-site visits, for the services set forth for the Agreement shall not exceed \$228,825.00 as outlined in Exhibit A. ~~There shall be no compensation for bid preparation costs.~~ Reimbursable costs shall not exceed \$8,161.70. In no event shall CONSULTANT be entitled to compensation for extra work or costs unless an approved written change order, or other authorization describing the extra work or costs and payment terms, has been executed by ASSOCIATION prior to the commencement of the work.

- Deleted: all reimbursed expenses and
- Deleted: (minus
- Deleted: )
- Deleted: The
- Deleted: component

**5. METHOD OF PAYMENT.** CONSULTANT will perform all work outlined in the Scope of Services, Exhibit A, and will invoice ASSOCIATION on a monthly basis until completion of the project. The monthly invoice shall clearly sets forth the designated items of work for which the billing is submitted. Each invoice shall also include a detailed record of the month's actual reimbursable expenditures.

ASSOCIATION shall review CONSULTANT's monthly statement and pay CONSULTANT for services rendered hereunder at the rates set forth in Exhibit A on a monthly basis in accordance with the

approved monthly statements. Payment will be made according to the ASSOCIATION's standard Payment Schedule and Terms.

6. **OWNERSHIP OF WORK.** All documents furnished to CONSULTANT by ASSOCIATION and all reports and supportive data prepared by CONSULTANT by this Agreement are ASSOCIATION's property, for the exclusive use of the ASSOCIATION, and shall be given to ASSOCIATION at the completion of CONSULTANT services or upon request of ASSOCIATION. ASSOCIATION acknowledges that its use of documents for any purpose other than that for which they were created by CONSULTANT is at ASSOCIATION's sole risk and without liability to CONSULTANT.

7. **COMPLIANCE WITH LAW.** CONSULTANT shall comply with all applicable federal, state and local laws, codes, ordinances and regulations, including Cal/OSHA requirements. CONSULTANT represents to ASSOCIATION that it has, and will maintain through the term of the Agreement, all licenses, permits, qualifications, insurance and approvals of whatsoever nature, which are legally required for CONSULTANT to practice its profession.

8. **STANDARD OF CARE.** CONSULTANT's services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

9. **INSURANCE.** CONSULTANT shall procure and maintain for the duration of the Agreement, insurance as described in Exhibit C against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONSULTANT, its agents, representatives, employees or subcontractors.

10. **RELATIONSHIP BETWEEN THE PARTIES.** CONSULTANT is, and at all times shall remain, an independent contractor, not an agent or employee of the ASSOCIATION. CONSULTANT shall be solely responsible for all acts of its employees, agents or sub-CONSULTANTS, including any negligent acts or omissions. CONSULTANT shall have no authority to act on behalf of the ASSOCIATION or to bind the ASSOCIATION to any obligation whatsoever, unless the ASSOCIATION provides prior written authorization to CONSULTANT. As an independent contractor, CONSULTANT shall not be entitled to any benefit, right or compensation from the ASSOCIATION other than those provided for in this Agreement.

11. **INDEMNIFICATION.** To the fullest extent permitted by law, CONSULTANT shall defend (with counsel reasonably approved by ASSOCIATION), indemnify and hold ASSOCIATION, the **ASSOCIATION** members of the Board of Directors, roundtable members, and its employees, harmless from any and all suits, damages, costs, fees, claims, demands, causes of action, liabilities, losses expenses, damage or injury of any kind, in law or equity, to property or persons, including wrongful death and financial losses (collectively, "Claims") to the extent actually caused by the negligent acts, errors or omissions, or willful misconduct of CONSULTANT or CONSULTANT'S officers, assistants, subcontractors, employees or agents in connection with the performance of CONSULTANT's services or this Agreement, including without limitation the

payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses.

Notwithstanding the foregoing, to the extent CONSULTANT's services are subject to Civil Code Section 2782.8, (Design Professionals) the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to Claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT. CONSULTANT's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by ASSOCIATION, the ASSOCIATION Board Members, members of the Roundtable, its employees, or authorized volunteers.

**12. CALIFORNIA LABOR CODE REQUIREMENTS.** CONSULTANT is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" or "maintenance" projects. If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, CONSULTANT agrees to fully comply with such Prevailing Wage Laws, if applicable. CONSULTANT shall defend, indemnify and hold the ASSOCIATION, its members, the roundtable, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the CONSULTANT and all sub-COs to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Section 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1).

If the services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, CONSULTANT and all sub-consultants performing such services must be registered with the Department of Industrial Relations. CONSULTANT shall maintain registration for the duration of the Project and require the same of any sub-consultants, as applicable. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be CONSULTANT's sole responsibility to comply with all applicable registration and labor compliance requirements.

**13. TERMINATION OF AGREEMENT.** Notwithstanding any other provision of this Agreement, the ASSOCIATION may terminate this Agreement with or without cause at any time upon giving two days written notice to CONSULTANT. In the event of such a termination, CONSULTANT shall be entitled to any compensation owed for services rendered up to the effective date of termination and deemed acceptable by the Executive Director. In the event of termination, CONSULTANT shall promptly deliver to ASSOCIATION any and all finished and unfinished reports or other written, recorded, photographic or visual materials, documents, data and other deliverables. At its election, CONSULTANT may suspend performance or terminate this agreement upon ten (10) days written notice for the ASSOCIATION's breach of the material terms



of this contract, including failure to timely pay undisputed invoices, and ASSOCIATION's failure to cure the breach within the notice period.

**14. MAINTENANCE OF RECORDS.** Books, documents, papers, accounting records, and other evidence pertaining to costs incurred shall be maintained by CONSULTANT and made available at all reasonable times during the contract period and for four (4) years from the date of final payment under this Agreement for inspection by ASSOCIATION.

**15. ORGANIZATION.** CONSULTANT shall assign Steven Alverson as Project Manager. The Project Manager shall not be removed from the Project or reassigned without the prior written consent of ASSOCIATION.

**16. WRITTEN NOTIFICATION.** Any notice, demand, request, consent, approval, or communications that either party desires or is required to give to the other party shall be in writing and either served personally, by email, or sent by prepaid, first class mail. Any such notice, demand, etc., shall be addressed to the other part at the address set forth herein below. Either party may change its address by notifying the other party of the change of address. Written notice shall be deemed communicated within 48 hours from the time of mailing it mailed as provided in this section. Emailed notice shall be deemed communicated upon its sending.

**ASSOCIATION:** Andi Jordan, Executive Director  
Cities Association of Santa Clara County  
PO Box 3144  
Los Altos, CA 94024  
Email: andi@citiesassociation.org

**CONSULTANT:** Steven Alverson, Sr. Vice-President  
Environmental Science Associates  
2600 Capitol Avenue, Suite 200  
Sacramento, CA 95816  
Email: salverson@esassoc.com

**17. PARTIAL INVALIDITY.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

**18. WAIVER.** Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision of the Agreement.

**19. NO IMPLIED WAIVERS.** The failure of either party at any time to require performance by the other party of any provisions hereof shall not affect in any way the full right to require such performance at any time thereafter. Nor shall the waiver by either party of a breach of any provision hereof be taken or held to be a waiver of the provision itself.

**20. ASSIGNMENT.** The parties recognize that a substantial inducement to ASSOCIATION for entering into this Agreement is the professional reputation, experience and competence of

CONSULTANT. CONSULTANT, therefore, shall not assign, delegate, nor transfer any rights or obligations pursuant to this Agreement, except as specified in this Agreement, without the prior written consent of ASSOCIATION. Any assignment of any right or obligation or subcontracting of any work without ASSOCIATION consent shall be void and of no effect.

**21. TAXES.** CONSULTANT agrees to file tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement, and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. CONSULTANT agrees to indemnify and hold ASSOCIATION harmless from any liability which it may incur to the United States of America or the State of California as a consequence of CONSULTANT's failure to pay, when due, all such taxes and obligations. In the event ASSOCIATION is audited for compliance regarding withholding or other applicable taxes, CONSULTANT agrees to furnish ASSOCIATION with proof of payment of taxes on these earnings.

**22. NONDISCRIMINATION.** CONSULTANT shall not discriminate against any person related to the performance under this Agreement (including any employee or applicant) or the basis of race, color, religious creed, national origin, gender, physical or mental disability, marital status, or sexual orientation.

**23. DEFAULT.** In the event CONSULTANT fails to provide the services set forth in this Agreement due to the fault of CONSULTANT, ASSOCIATION shall have the right to either do the work itself or hire an outside contractor to perform those services.

**24. TIME OF ESSENCE.** Time is of the essence for each and every provision of this Agreement.

**25. ASSOCIATION'S RIGHT TO EMPLOY OTHER CONSULTANTS.** ASSOCIATION reserves its right to employ other CONSULTANTS in connection with this Project or other projects.

**26. VENUE.** In the event that suit shall be brought by either party hereunder, the parties agree that trial of such action shall be held exclusively in a state court in the County of Santa Clara, San Jose, California.

**27. CONSTRUCTION.** To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in the manner that avoids any violation of statute, ordinance, regulation or law.

**28. AMENDMENT.** This Agreement constitutes the complete and exclusive statement of the Agreement to ASSOCIATION and CONSULTANT. It may be amended or extended from time-to-time by written agreement of the parties hereto.

**29. INTEGRATION.** This Agreement supersedes any and all agreements, either oral or written, between the parties hereto with respect to the rendering of services by CONSULTANT for ASSOCIATION and contains all the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party or anyone acting on behalf of any party, which is not embodied herein, and that no other agreement, statement, or promise not contained in this

Agreement shall be valid or binding. Any modification of this Agreement shall be effective only if it is in writing, signed by the party to be charged. If there is any conflict in the terms of this Agreement with the exhibits or attachments, then the provisions of this Agreement shall control.

**30. EXECUTION.** This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

**IN WITNESS WHEREOF**, the ASSOCIATION and CONSULTANT have executed this Agreement as of the date first above written.

**APPROVED AS TO CONTENT:**

Director/Project Manager

**APPROVED AS TO FORM:**

\_\_\_\_\_  
NAME  
President  
Cities Association of Santa Clara County

**AGREED:**

\_\_\_\_\_  
Andi Jordan  
Executive Director  
Cities Association of Santa Clara County

\_\_\_\_\_  
Date

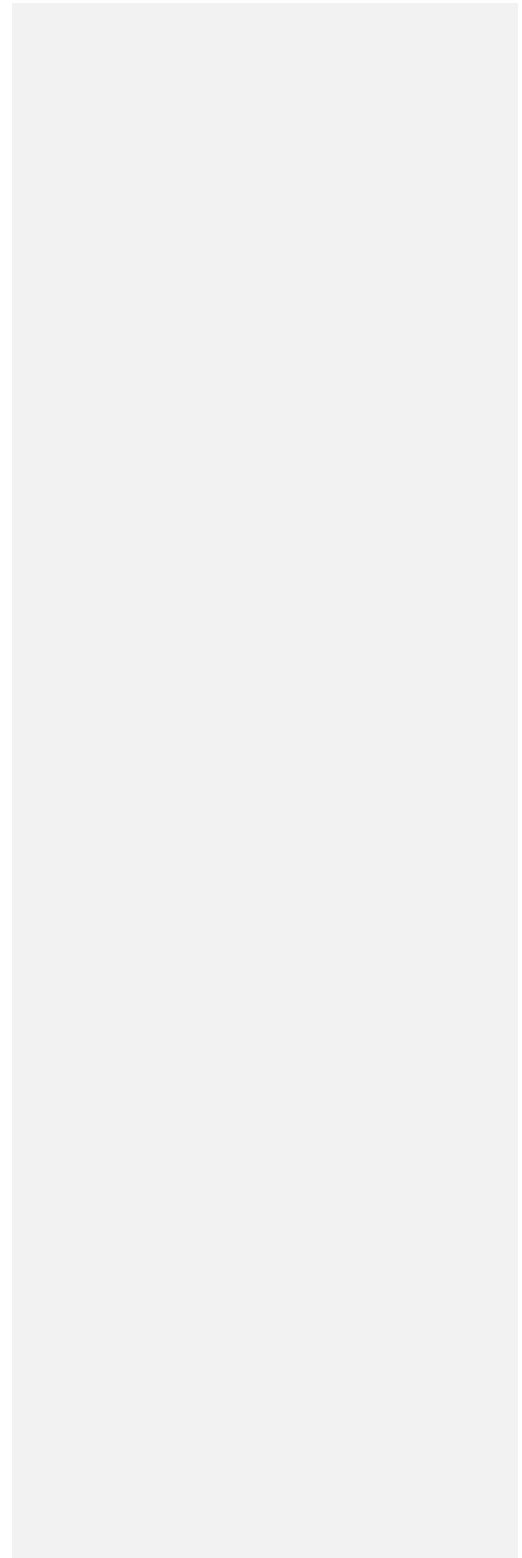
**CONSULTANT:**

\_\_\_\_\_

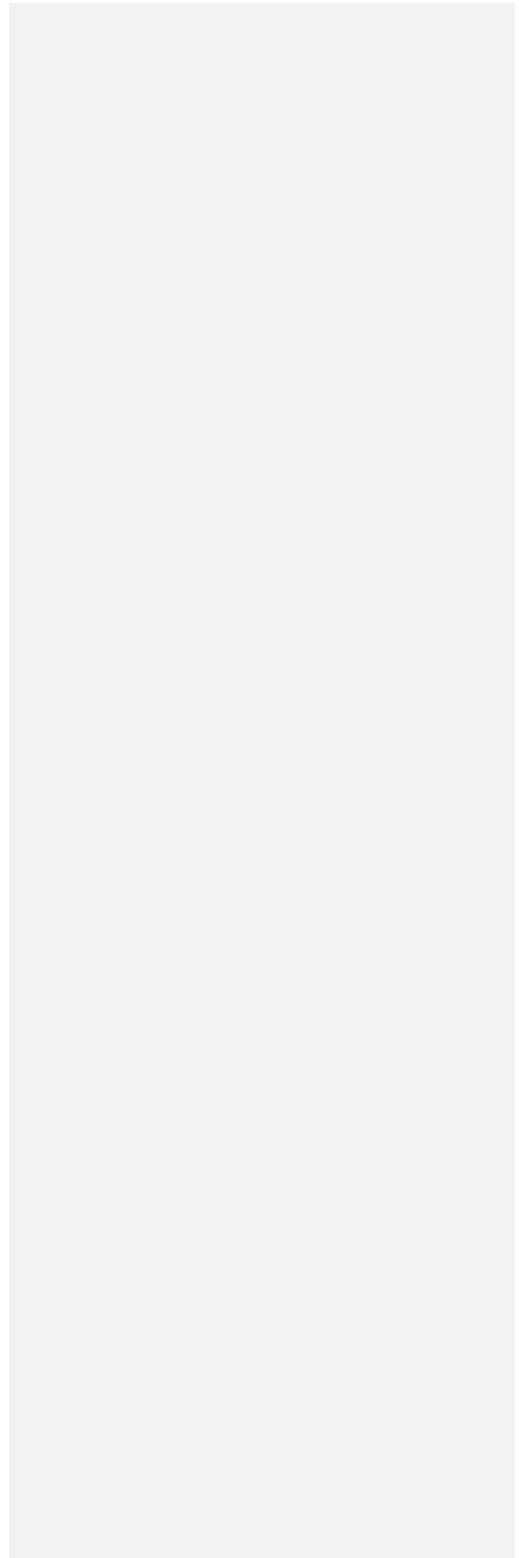
**EXHIBIT A**

**DECEMBER 19, 2018 PROPOSAL FROM ENVIRONMENTAL SCIENCE ASSOCIATES**

**EXHIBIT B**



**REQUEST FOR PROPOSALS (RFP) FACILITATOR/CONSULTANT SERVICES FOR SANTA CLARA/SANTA CRUZ COMMUNITY ROUNDTABLE**



**EXHIBIT C**  
**INSURANCE**

CONSULTANT shall provide its insurance broker(s)/agent(s) with a copy of these requirements and request that they provide Certificates of Insurance complete with copies of all required endorsements to: **Executive Director, Cities Association of Santa Clara County, PO Box 3144, Los Altos, CA 94024**

**Minimum Scope of Insurance**

Coverage shall be *at least as broad as*:

1. **Commercial General Liability** (CGL): Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, with limits no less than **\$1,000,000/ \$2,000,000 aggregate** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. CGL insurance must include coverage for the following:
  - a. Bodily Injury and Property Damage
  - b. Personal Injury/Advertising Injury
  - c. Premises/Operations Liability
  - d. Products/Completed Operations Liability
  - e. Aggregate Limits that Apply per Project
  - f. Explosion, Collapse and Underground (UCX) exclusion deleted
  - g. Contractual Liability with respect to this Agreement
  - h. Broad Form Property Damage
  - i. Independent CONSULTANTS Coverage

The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; (3) products/completed operations liability; or (4) contain any other exclusion contrary to the Agreement.

2. **Automobile Liability:** Insurance Services Office Form Number CA 00 01 covering, Code 1 (any auto), or if CONSULTANT has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers’ Compensation/Employer’s Liability:** CONSULTANT certifies that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that code, and it will comply with such provisions before commencing work under this Agreement. To the extent CONSULTANT has employees at any time during the term of this Agreement, at all times during the performance of the work under this Agreement CONSULTANT shall maintain insurance as

required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

4. **Professional Liability (Errors and Omissions) Insurance** appropriate to the CONSULTANT's profession, with limit no less than **\$1,000,000** per occurrence or claim. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the CONSULTANT. "Covered Professional Services" as designed in the policy must specifically include work performed under this Agreement.
5. **Umbrella or Excess Liability: Umbrella or Excess Insurance.** If umbrella or an excess liability insurance policy is used to satisfy the minimum requirements for CGL or Automobile Liability insurance coverage listed above, the umbrella or excess liability policies shall provide coverage at least as broad as specified for the underlying coverages and covering those insured in the underlying policies. Coverage shall be "pay on behalf," with defense costs payable in addition to policy limits. CONSULTANT shall provide a "follow form" endorsement or schedule of underlying coverage satisfactory to the ASSOCIATION indicating that such coverage is subject to the same terms and conditions as the underlying liability policy.
6. The ASSOCIATION, its officers, officials, employees, and volunteers are to be covered as additional insureds on the umbrella or excess policy with respect to liability arising out of work or operations performed by or on behalf of the CONSULTANT including materials, parts or equipment furnished in connection with such work or operations. If CONSULTANT maintains broader coverage, umbrella or excess coverage and/or higher limits than the minimums shown above, the ASSOCIATION requires and shall be entitled to the broader coverage, umbrella or excess coverage and/or the higher limits maintained by CONSULTANT. Any available insurance proceeds in excess of the specified minimum limits of insurance and any other coverages shall be available to the ASSOCIATION.

**Other Insurance Provisions.** The insurance policies are to contain, or be endorsed to contain, the following provisions:

**Additional Insured Status.** The ASSOCIATION, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy and the Automobile Liability policy, with endorsements under CG 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage, with respect to liability arising out of work or operations performed by or on behalf of the CONSULTANT including materials, parts or equipment furnished in connection with such work or operations.

**Primary Coverage.** For any claims related to this contract, the CONSULTANT's insurance coverage shall be primary insurance as respects the ASSOCIATION, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the ASSOCIATION, its officers, officials, employees, or volunteers shall be excess of the CONSULTANT's insurance and shall not contribute with it.

**Notice of Cancellation.** Each insurance policy required above shall be endorsed to state that coverage shall not be canceled except after thirty (30) days' prior written notice (10 days for non-payment) has been given to the ASSOCIATION.

**Waiver of Subrogation.** CONSULTANT hereby grants to ASSOCIATION a waiver of any right to subrogation which any insurer of said CONSULTANT may acquire against the ASSOCIATION by virtue of the payment of any loss under such insurance. CONSULTANT agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the ASSOCIATION has received a waiver of subrogation endorsement from the insurer.

**Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions must be declared to and approved by the ASSOCIATION. The ASSOCIATION may require the CONSULTANT to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

**Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the ASSOCIATION.

**Claims Made Policies.** If any of the required policies provide claims-made coverage:

7. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
8. Insurance must be maintained, and evidence of insurance must be provided **for at least three (3) years after completion of the contract work.**
9. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONSULTANT must purchase "extended reporting" coverage for a minimum of **three (3) years** after completion of contract work.

**Verification of Coverage.** CONSULTANT shall furnish the ASSOCIATION with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the ASSOCIATION before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONSULTANT's obligation to provide them. The ASSOCIATION reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

**Special Risks or Circumstances.** ASSOCIATION reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.





**REQUEST TO PRESENT TO THE BOARD OF DIRECTORS**

Return to [executive\\_director@citiesassociation.org](mailto:executive_director@citiesassociation.org) at least 2 weeks prior to the Board Meeting for consideration.

**NAME OF ORGANIZATION:** RAPID RESPONSE NETWORK IN SANTA CLARA COUNTY

**Name of Contact Person:** Stephanie Jayne  
**Phone:** 408-535-4858  
**Email:** [Stephanie.jayne@sanjoseca.gov](mailto:Stephanie.jayne@sanjoseca.gov)  
**Presenters:** Stephanie Jayne, TBD RRN partner representative(s)

**REQUEST (WHAT WILL BE PRESENTED?):** GENERAL OVERVIEW OF THE RAPID RESPONSE NETWORK IN SANTA CLARA COUNTY, A COMMUNITY DEFENSE PROJECT AND 24-7 HOTLINE THAT RESPONDS WHEN COMMUNITY MEMBERS ARE FACED BY POSSIBLE ICE DETENTION. THE RAPID RESPONSE NETWORK INCLUDES 24-7 BILINGUAL DISPATCHERS, 700 TRAINED RAPID RESPONDERS, IMMIGRATION ATTORNEYS ON CALL 24-7, AND FAMILY SUPPORT TEAMS READY TO ASSIST IF NEEDED.

**RELEVANCE TO THE CITIES ASSOCIATION:** RRN IS AVAILABLE TO ALL RESIDENTS OF SANTA CLARA COUNTY AND WE WANT TO MAKE SURE THAT ALL CITIES ARE AWARE OF THE NETWORK AND CAN HELP SUPPORT AND ASSIST WITH OUTREACH TO RESPECTIVE CITY RESIDENTS.

**WHAT ACTION IS REQUESTED OF THE CITIES ASSOCIATION?** AWARENESS, DISTRIBUTION OF INFORMATION (YELLOW CARDS, TRAINING OPPORTUNITIES) TO RESIDENTS, POSSIBLY THROUGH COMMUNICATION CHANNELS, LIBRARIES, COMMUNITY CENTERS. FISCAL SUPPORT CAN ALSO BE DISCUSSED, FOR ANY CITY OPEN TO THE IDEA.

**MATERIALS TO BE SENT TO SUPPORT PRESENTATION:** TBD



# Design Incentives & Reach Codes

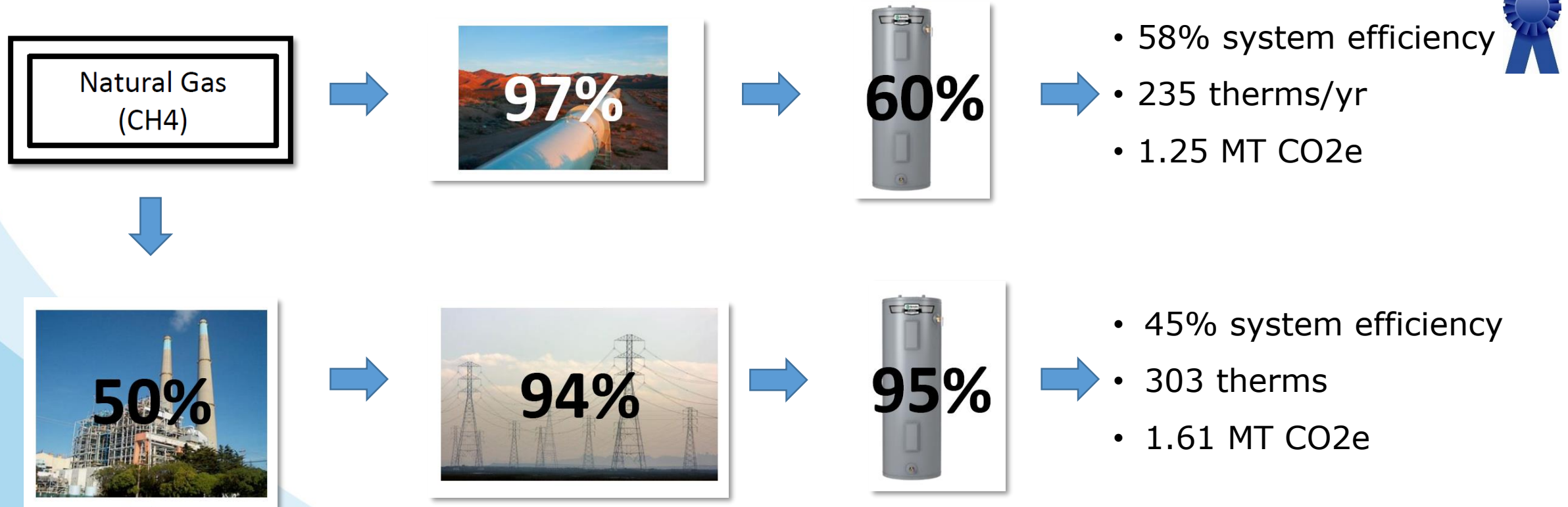
**SVCE Board of Directors Meeting  
November 14, 2018**

# Design Incentives & Reach Codes

- Why natural gas was prevalent in building code
- Market status of all-electric technologies
- Methods of influencing and changing market choices
- What is a Reach Code?
- Call to action and next steps

# Natural Gas – the prior view . . .

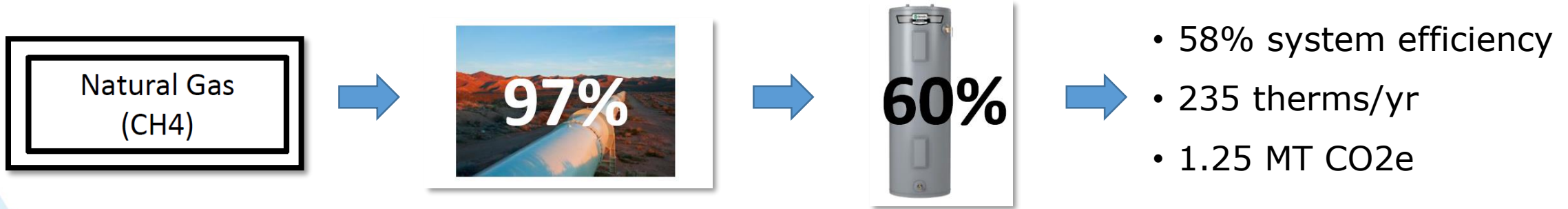
Pipe natural gas to site, for use in gas water heater



Generate electricity from natural gas,  
for use in electric resistance water heater

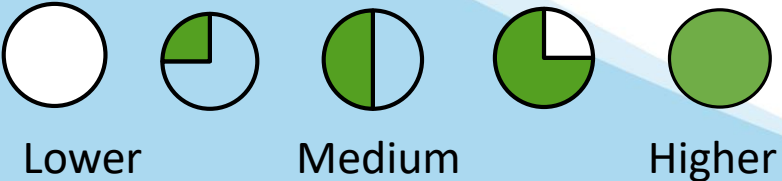
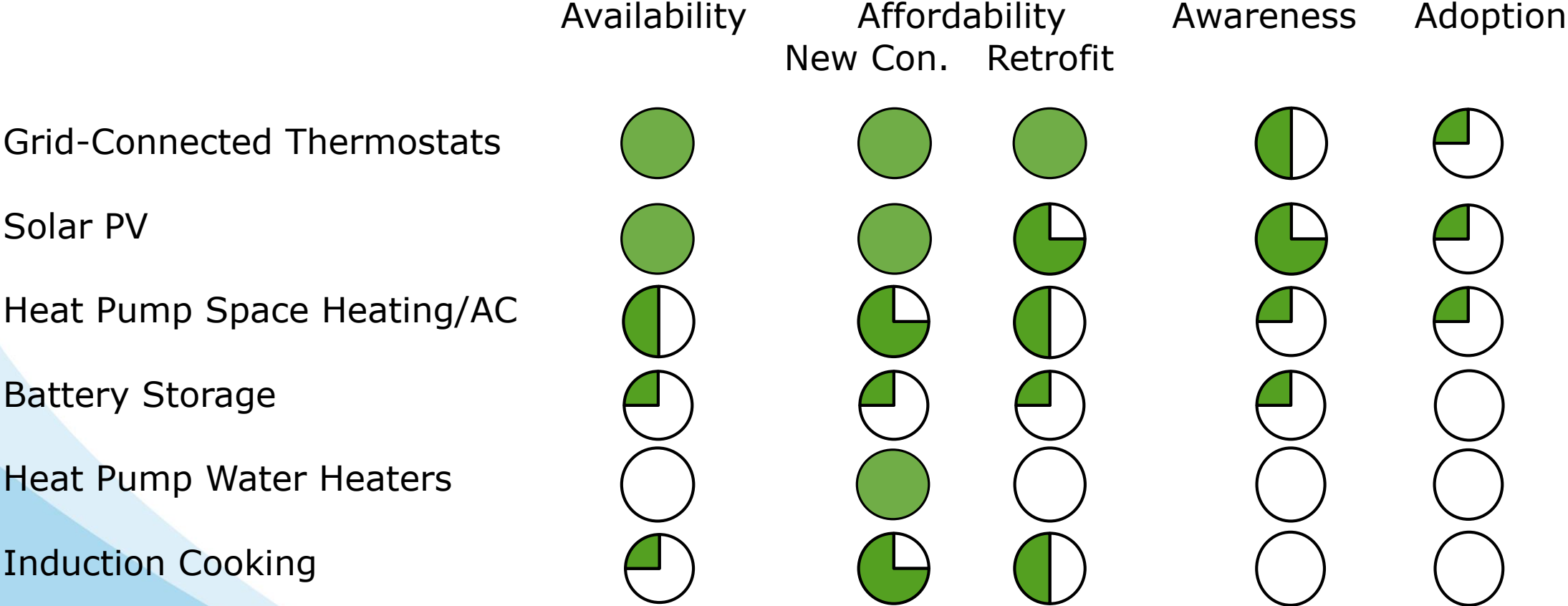
# Natural Gas – the current view

Pipe natural gas to site, for use in gas water heater



Generate carbon-free electricity for use in electric heat pump water heater

# Building Electrification - market status



# Moving the Market – Example Programmatic & Policy Tools

## Educate

- Resource Center
- Design Guide
- Workshops
- Case Studies
- White Papers
- ....

## Motivate

- Financial Support
- Floor Area Bonuses
- Awards & Recognition
- Favorable Utility Rates
- Expedited permitting
- ....

## Require

- Reach Codes\*
- Ban the Alternative(s)

\* While a Reach Code requires mandatory compliance, the 2019 Code allows two paths – all electric or mixed fuel; a Reach Code can move the market by making one path more stringent than the other.

# Financial Support – Cash Incentives for All-Electric Design

SVCE, as part of our decarbonization roadmap, will propose consultative support and a cash incentive to encourage development of 'flagship' all-electric residential, commercial and institutional buildings

Cash incentives for flagship projects will assist in building awareness with the developer community, and assuring developers of all-electric design viability



# Development Incentive – Floor Area Bonus for All-Electric Design

SVCE proposes other cities evaluate and implement a developmental incentive similar to what the City of Sunnyvale is currently considering

Under this proposed incentive, new construction buildings would be awarded an increase in available floor area for meeting relevant design criteria; Sunnyvale is considering adding all-electric as the (or one of the) incentivized design elements.

# Building Codes and Reach Codes

## Building Code

- every three years, California Energy Commission releases new state building codes known as Title 24
- all buildings must, at a minimum, comply with these codes
- when new codes are released, cities amend their local ordinances to comply with the new release
- 2019 code will be released next year, effective January 2020
- historically, code is about energy, not carbon.



## Reach Code

Cities may adopt local ordinances known as reach codes; for example, cities may require buildings to be more energy-efficient than allowed by the state code:

- reach codes must be more stringent than state code
- measures must meet cost-effectiveness test
- best implemented at the same time as the regular Building Code goes into effect

# Reach Code Example

## Marin County – 2017/2018

In order to motivate homes built without natural gas lines, various cities in Marin County enacted reach codes:

- Mixed Fuel (gas+electric) homes must be 15% more efficient than Title 24
- All-Electric homes must meet Title 24

As written, Marin County made it simpler to comply with all-electric efficiency requirements to motivate developers to pick the cleaner all-electric path

SVCE recommends member agencies investigate and implement similar reach codes

<https://www.energy.ca.gov/title24/2016standards/ordinances/>



# Reach Code – Example Options

## Built Environment

### 'Lighter Green'

- include readiness for future all-electric retrofits
  - internal wiring for solar, battery storage, HVAC and cooking

### 'Darker Green'

- required installation of all-electric equipment
  - include combination of solar, battery storage, HVAC and cooking

## Electric Vehicles (EV)

### Lighter Green

- include readiness for EV charging
  - internal wiring and conduit for future EV charger installation

### Darker Green

- comprehensive EV code – e.g. including Level 2 charger installation

# Programmatic & Policy Tools - SVCE and Member Agency Roles

Toward Zero Carbon Buildings or EV Charging\*



Entity	Design Incentive	Favorable Utility Rate	Floor Area Increase	Expedited Permits	Reach Code
SVCE	Lead	Lead	Support	Support	Support
Member Agency	Support	Support	Lead	Lead	Lead

\* Many more options exist beyond those listed in the table


# Current SVCE Reach Code Activity

## **SVCE currently engaging with multiple entities:**

- Peninsula Clean Energy (PCE)
  - discussing regional collaboration and joint consultation for reach codes
- MAWG
  - overview of process and cost effectiveness testing via statewide Codes and Standards program
- Cities
  - met with selected city building staff on reach code potential for 2020

# Timing is Critical for 2020 Reach Codes

Task	Nov-Dec 2018	Jan-Mar 2019	Apr-Jun 2019	Jul-Sep 2019	Oct-Dec 2019	Jan 2020
SVCE engages code Consultant						
Work with Stakeholders						
Consultant completes draft reach code						
Local Review & Public Process						
Application to CEC* & Public Review						
File with BSC (when approved)						
Reach code take effect						

 Given interest in Reach Codes in this cycle, application to CEC likely needs to be in prior to September 2019 deadline.



# Summary and Next Steps

- Reach codes are a major lever for moving the market toward all-electric, zero carbon construction
- If we don't take this step, we miss the opportunity for another three years and more gas infrastructure will be built – lasting decades
- Formal proposal in December 2018 within the Programs Roadmap - for Board review and approval:
  - reach code development
  - stakeholder engagement
  - support during member agency review and adoption
- SVCE to organize webinar/information session(s) for city building and planning department staff
- **Will need local champions!**





**REQUEST TO PRESENT TO THE BOARD OF DIRECTORS**

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**NAME OF ORGANIZATION:** HOUSING TRUST SILICON VALLEY

**Name of Contact Person:** Craig D. Mizushima, Chief Impact Officer  
Housing Trust Silicon Valley

**Phone:** (408) 436-3450 (ext. 226)

**Email:** [craig@housingtrustsv.org](mailto:craig@housingtrustsv.org)

**Presenters:** Craig Mizushima, Housing Trust SV  
Leslie Rodriguez, California Strategies

**REQUEST (WHAT WILL BE PRESENTED?):**

In April 2019, entitlement cities across the State will begin receiving their portion of SB2 proceeds. The vast majority of cities will receive an amount ranging from \$120,000 to \$350,000. With these funds, cities must create or preserve affordable housing, with at least 20% for “Affordable Owner-Occupied Workforce Housing”, a term yet to be defined by the state. If the cities do not utilize the funds for the stated purpose in a specified period they are required to be returned to the State.

While it is great to have this new funding from the state, we all know that the amount of SB2 dollars is too little to make a substantial impact on an individual city’s housing challenges. While local jurisdictions are doing their best to respond to the needs, there are challenges that can only be addressed on a larger scale and opportunities that are best accessed in partnership.

We are proposing a way for cities to put their funds to work and leverage additional dollars by joining a county-wide effort. Prop 1 has a \$300 million set-aside (Local Housing Trust Fund, LHTF) specifically for Housing Trusts but require a 100% match to access the LHTFs. Housing Trust Silicon Valley is proposing that Santa Clara cities utilize their SB2 funds and/or other local funds to participate in the creation of a Housing Trust Equity Partnership Fund. Housing Trust Silicon Valley will additionally match local cities contributions and together apply to access the Prop 1 LHTF Match Program to leverage local cities and develop a significantly greater pool of funds. Non-entitlement communities can additionally participate by contributing other sources of local dollars to access the Housing Trust Silicon Valley’s match and the Prop 1 match.

**RELEVANCE TO THE CITIES ASSOCIATION:**

Creating the “Housing Trust Equity Partnership” for Santa Clara County will provide better access to a greater pool of funds to contribute to the creation and preservation of even more affordable housing.



**WHAT ACTION IS REQUESTED OF THE CITIES ASSOCIATION?**

Housing Trust Silicon Valley would like to begin discussions with cities to determine their interest in participating in developing a significantly larger pool of funds to support local affordable housing development throughout the county.

**MATERIALS TO BE SENT TO SUPPORT PRESENTATION:**

- 1) Power Point Presentation to Support Presentation
- 2) 2-page Summary of the Housing Trust Equity Partnership