



## Executive Board

## Meeting Agenda

Revised on November 3, 2020 at 9 AM

**November 6, 2020 | 3PM**

**Virtual Meeting via Zoom**

Register for Zoom webinar [\[HERE\]](#)

Meeting also livestreamed on YouTube by "Cities Association of Santa Clara County" [\[LINK\]](#)

More info on public comment and accessibility given at the end of the agenda.

*Discussion & action may be taken on any of the items below. Times are approximate.*

<b>1. WELCOME AND ROLL CALL (Klein)</b>	
<b>2. CONSENT AGENDA</b>	Attachments
2a. Approval of minutes from October 2, 2020	- <a href="#">Minutes</a>
2b. October Financial Report if available	- <a href="#">Management Report</a>
2c. SCSC Roundtable Consultant Invoice: ESA September 2020 Invoice 157488 Dated 9/9/2020 16,203.75 Total billing to date 39,057.50 of \$180,000 total contract	- <a href="#">Invoice</a>
<b>3. Audit Report</b>	Attachments
Receive Audit Report from Joseph Rois, Auditor, City of San José	- <a href="#">Audit Report</a> - <a href="#">SCSC Roundtable Financials</a>
<b>4. Executive Director Report</b>	Attachments
4a. General Membership Annual Meeting: discussion and direction to staff regarding the General Membership Meeting tentatively scheduled for Thursday, December 3, 2020. Discussion to include date, budget, Cities Association Champion Award. (action)	
4b. Consideration of request from Canyon Snow to co-sponsor Mayors Forum, a monthly conversation with a Mayor. (Jordan - action)	- <a href="#">Communication from Canyon Snow</a>
4c. Consideration of adoption of HR policies for the CASCC. (Koplow - action)	
4d. Planning Collaborative: Board of Directors previously approved the Scope of Work and Budget. Consideration of additions to the contract with Baird+Driskell Community Planning (Jordan - action)	- <a href="#">Draft contract</a>

<p>4e. City Selection Committee: discussion of upcoming appointments and timeline of appointments. (info/action)</p>	<p>- <a href="#">Spreadsheet of appointments</a></p>
<p>4f. Election results: Discussion of elections results which may affect the Cities Association of Santa Clara County.</p>	
<p><b>5. Committee Updates</b></p>	<p>Attachments</p>
<p>5a. Racial Justice (Jones, Fligor, Constantine) update</p>	
<p>5b. Other committees if needed</p>	
<p><b>6. Board of Directors Meeting Agenda Setting</b></p>	<p>Attachments</p>
<ul style="list-style-type: none"> <li>• City Selection Committee Meeting (6PM)</li> <li>• Consent (minutes, financials, Planning Collaborative Contract)</li> <li>• Request to present/Community Conversations:             <ul style="list-style-type: none"> <li>➤ SVLG: Ahmad Thomas</li> <li>➤ SVLG: Recovery effort</li> <li>➤ SF Bay Conservation and Development Commission (BCDC)</li> </ul> </li> <li>• Canyon Snow Request</li> <li>• BAAQMD update (Sinks)</li> <li>• General Membership Meeting (budget, time, Cities' Champion Award)</li> <li>• HR policies</li> <li>• Audit</li> <li>• Other items of consideration.</li> </ul>	<p>- <a href="#">BCDC request</a></p>
<p><b>7. PUBLIC COMMENT</b></p>	
<p><b>8. ADJOURNMENT – 5:00 PM</b></p>	

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## PUBLIC COMMENT

Members of the public wishing to comment on an item on the agenda may do so in the following ways:

1. Email comments to [csc@citiesassociation.org](mailto:csc@citiesassociation.org).
  - Emails will be forwarded to the City Selection Committee.
  - **IMPORTANT:** identify the Agenda Item number in the subject line of your email. All emails received will be entered into the record for the meeting.
2. Provide oral public comments during the meeting:

Click the following link to register in advance to access the meeting via Zoom Webinar or copy and paste: [bit.ly/register-CSC](https://bit.ly/register-CSC)

- You will be asked to enter an email address and a name.
- Your email address will not be disclosed to the public. After registering, you will receive an email with instructions on how to connect to the meeting.
- When the Chair announces the item on which you wish to speak, click the “raise hand” feature in Zoom. Speakers will be notified shortly before they are called to speak.
- When called to speak, please limit your comments to the time allotted (up to 3 minutes, at the discretion of the Chair).
- Phone participants:
  - \*6 - Toggle mute/unmute
  - \*9 - Raise hand

## ACCESSIBILITY

We strive for our meetings and materials to be accessible to all members of the public. Those requiring accommodations to participate in this meeting may contact our Office Assistant at [audin@citiesassociation.org](mailto:audin@citiesassociation.org). Notification at least three business days prior to the meeting will allow us to best meet your needs.



ABSENCES: 0

4. Executive Directors Report:

- Planning Collaborative Budget: Consideration of agendaizing the Planning Collaborative Budget on the Board Agenda (total budget \$160,000 year)
- Audit Report: Discussion of Audit if available.
- Electronic Signature Policy – discussion of adding to the board agenda
- Status of hiring office assistant
- Priorities update
- Unhoused Taskforce Update
- SCSC Roundtable Update – discussion of letter to Roundtable from CASCC President/First Vice President
- Organizational Status – update if needed
- General Membership Dinner (December) and awards
- City Selection Committee discuss which items to agendaize for November

No action taken.

5. Consideration of agenda items for the Board of Directors Meeting:

- Legislative Action Committee (Measures 15, 16, 19, 21)
- Nominating Committee Announcement
- Organizational items: Electronic Signature, Audit Report, Planning Collaborative Budget
- SVLG – Ahmad Thomas (invited) meet and greet
- SVLG – Silicon Valley Recovery Roundtable (invited)
- Santa Clara County Elections Presentation
- COVID-19 items:
  - Red Tier
  - Halloween Guidance from Public Health
- Executive Director Update
- SCCMA Update

No action taken.

6. Meeting adjourned at 6:05 PM.

Respectfully submitted,  
Audin Leung  
Office Assistant/Board Clerk

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# Management Report

CITIES ASSOCIATION OF SANTA CLARA COUNTY

For the period ended October 31, 2020



Prepared by

**BestBooks4U Bookkeeping & QuickBooks Consulting**

Prepared on

**November 3, 2020**

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# Profit and Loss

July - October, 2020

	Total
<b>INCOME</b>	
4000 INCOME	
4010 Membership Dues	149,957.07
4020 Roundtable Income	187,597.78
4060 LAIF INCOME	450.07
<b>Total 4000 INCOME</b>	<b>338,004.92</b>
<b>Total Income</b>	<b>338,004.92</b>
<b>GROSS PROFIT</b>	<b>338,004.92</b>
<b>EXPENSES</b>	
6000 GENERAL OFFICE	
6120 Bank Service Charges	12.00
6180 Insurance	600.67
6220 Dues and Subscriptions	400.00
6350 Roundtable consultant and technical services	50,122.50
6550 Supplies and Equipment	2,199.25
6610 Postage and Delivery	136.50
6620 Software Licenses	749.32
<b>Total 6000 GENERAL OFFICE</b>	<b>54,220.24</b>
6700 Reimbursable Expense	437.50
Office	
6880 Telephone	40.30
<b>Total Office</b>	<b>40.30</b>
OFFICE PERSONNEL_CONSULTANTS	
6153 Contractors	24,975.00
6300 Legal & Professional Fees	5,700.00
6310 Accounting Services	7,503.75
6320 Attorney Services	2,226.00
<b>Total 6300 Legal &amp; Professional Fees</b>	<b>15,429.75</b>
6565 Payroll Service Fees	222.00
6568 Workers Compensation	229.26
6575 Payroll Wages/Salary	40,232.02
6580 Payroll Taxes	3,152.30
<b>Total OFFICE PERSONNEL_CONSULTANTS</b>	<b>84,240.33</b>
<b>Total Expenses</b>	<b>138,938.37</b>
<b>NET OPERATING INCOME</b>	<b>199,066.55</b>
<b>NET INCOME</b>	<b>\$199,066.55</b>

# Balance Sheet

As of October 31, 2020

	Total
<b>ASSETS</b>	
<b>Current Assets</b>	
<b>Bank Accounts</b>	
1001 Checking - Union Bank	203,477.09
<b>Total Bank Accounts</b>	<b>203,477.09</b>
<b>Accounts Receivable</b>	
1200 Accounts Receivable	49,821.18
<b>Total Accounts Receivable</b>	<b>49,821.18</b>
<b>Other Current Assets</b>	
1300 LAIF Funds	123,798.57
1310 Venue Prepaid Deposit	1,000.00
1395 Accrued Interest	44.60
<b>Total Other Current Assets</b>	<b>124,843.17</b>
<b>Total Current Assets</b>	<b>378,141.44</b>
<b>Fixed Assets</b>	
1500 Machinery and Equipment	2,203.41
1700 Accumulated Depreciation	-1,926.59
<b>Total Fixed Assets</b>	<b>276.82</b>
<b>TOTAL ASSETS</b>	<b>\$378,418.26</b>
<b>LIABILITIES AND EQUITY</b>	
<b>Liabilities</b>	
<b>Current Liabilities</b>	
<b>Accounts Payable</b>	
2000 Accounts Payable	14,515.00
<b>Total Accounts Payable</b>	<b>14,515.00</b>
<b>Credit Cards</b>	
2200 First National Bank of Omaha	324.18
<b>Total Credit Cards</b>	<b>324.18</b>
<b>Total Current Liabilities</b>	<b>14,839.18</b>
<b>Total Liabilities</b>	<b>14,839.18</b>
<b>Equity</b>	
1110 Unrestricted Fund Balance	129,544.61
3000 Opening Bal Equity	-34.00
3010 Reserves	0.00
3013 Reserve for New Equip.	1.92
3014 Reserve for Operations	35,000.00
<b>Total 3010 Reserves</b>	<b>35,001.92</b>
Net Income	199,066.55
<b>Total Equity</b>	<b>363,579.08</b>
<b>TOTAL LIABILITIES AND EQUITY</b>	<b>\$378,418.26</b>

# Statement of Cash Flows

July - October, 2020

	<b>Total</b>
<b>OPERATING ACTIVITIES</b>	
Net Income	199,066.55
Adjustments to reconcile Net Income to Net Cash provided by operations:	
1200 Accounts Receivable	-49,821.18
1300 LAIF Funds	-450.07
2000 Accounts Payable	-23,292.50
2200 First National Bank of Omaha	-936.97
<b>Total Adjustments to reconcile Net Income to Net Cash provided by operations:</b>	<b>-74,500.72</b>
<b>Net cash provided by operating activities</b>	<b>124,565.83</b>
<b>FINANCING ACTIVITIES</b>	
3013 Reserves:Reserve for New Equip.	-2,327.17
<b>Net cash provided by financing activities</b>	<b>-2,327.17</b>
<b>NET CASH INCREASE FOR PERIOD</b>	<b>122,238.66</b>
Cash at beginning of period	81,238.43
<b>CASH AT END OF PERIOD</b>	<b>\$203,477.09</b>

# Monthly Summary Expenses by VENDOR

October 2020

	<b>Total</b>
Acrobat	33.98
Andi Jordan	12,562.02
AP Intego	79.14
Best Buy	776.26
Bestbooks4U	522.50
EDD	105.78
Environmental Science Associates	16,203.75
Great American Insurance Group	150.16
Gusto	1,095.39
Intuit	95.00
Koplow Law Offices	774.00
Kristen Leung	720.00
Microsoft	32.91
Union Bank	3.00
USPS	74.75
Verizon	40.30
Zoom.us	54.99
<b>TOTAL</b>	<b>\$33,323.93</b>

# Transaction Detail by Account

October 2020

Date	Transaction Type	Num	Adj	Name	Class	Memo/Description	Split	Amount	Balance
<b>1001 Checking - Union Bank</b>									
10/01/2020	Expense		No	Best Buy			6550 GENERAL OFFICE:Supplies and Equipment	-776.26	-776.26
10/01/2020	Expense		No	Koplow Law Offices			6320 OFFICE PERSONNEL_CONSULTANTS:Legal & Professional Fees:Attorney Services	-774.00	-1,550.26
10/02/2020	Expense		No	Gusto			6565 OFFICE PERSONNEL_CONSULTANTS:Payroll Service Fees	-57.00	-1,607.26
10/05/2020	Expense		No	AP Intego			6568 OFFICE PERSONNEL_CONSULTANTS:Workers Compensation	-50.36	-1,657.62
10/05/2020	Journal Entry	Gusto	No			Debit tax	-Split-	-1,710.56	-3,368.18
10/05/2020	Journal Entry	Gusto	No			Debit net pay	-Split-	-3,671.94	-7,040.12
10/06/2020	Expense		No	Great American Insurance Group			6180 GENERAL OFFICE:Insurance	-150.16	-7,190.28
10/13/2020	Deposit		No	Los Gatos Town			1499 Undeposited Funds	8,697.51	1,507.23
10/16/2020	Bill Payment (Check)		No	Rolf Poprowski, EA			2000 Accounts Payable	-5,400.00	-3,892.77
10/19/2020	Expense		No	Bestbooks4U			6310 OFFICE PERSONNEL_CONSULTANTS:Legal & Professional Fees:Accounting Services	-356.25	-4,249.02
10/19/2020	Expense		No	AP Intego			6568 OFFICE PERSONNEL_CONSULTANTS:Workers Compensation	-28.78	-4,277.80
10/21/2020	Journal Entry	Gusto	No			Debit net pay	-Split-	-2,114.23	-6,392.03
10/21/2020	Journal Entry	Gusto	No			Debit tax	-Split-	-1,081.10	-7,473.13
10/22/2020	Credit Card Payment		No				2200 First National Bank of Omaha	-227.19	-7,700.32
10/23/2020	Journal Entry	Gusto	No		CASCC	Debit net pay	-Split-	-629.75	-8,330.07
10/23/2020	Journal Entry	Gusto	No		CASCC	Debit tax	-Split-	-167.65	-8,497.72
10/27/2020	Payment		No	Mountain View			1200 Accounts Receivable	8,500.00	2.28
10/27/2020	Expense		No	USPS			6610 GENERAL OFFICE:Postage and Delivery	-7.75	-5.47
10/27/2020	Expense		No	Environmental Science Associates			6350 GENERAL OFFICE:Roundtable consultant and technical services	-16,203.75	-16,209.22
10/28/2020	Expense		No	EDD			6580 OFFICE PERSONNEL_CONSULTANTS:Payroll Taxes	-105.78	-16,315.00
10/28/2020	Journal Entry	Gusto	No			Debit net pay	-Split-	-3,057.76	-19,372.76
10/28/2020	Journal Entry	Gusto	No			Debit tax	-Split-	-1,887.42	-21,260.18
10/29/2020	Expense		No	Bestbooks4U			6310 OFFICE PERSONNEL_CONSULTANTS:Legal & Professional Fees:Accounting Services	-166.25	-21,426.43
10/30/2020	Expense		No	Union Bank			6120 GENERAL OFFICE:Bank Service Charges	-3.00	-21,429.43

Date	Transaction Type	Num	Adj	Name	Class	Memo/Description	Split	Amount	Balance
<b>Total for 1001 Checking - Union Bank</b>								<b>\$ -21,429.43</b>	
<b>1200 Accounts Receivable</b>									
10/07/2020	Payment		No	Condensed Customer (deleted)			-Split-		
10/13/2020	Payment	bank of west 142919	No	Los Gatos Town			1499 Undeposited Funds	-8,697.51	-8,697.51
10/27/2020	Payment		No	Mountain View			1001 Checking - Union Bank	-8,500.00	-17,197.51
<b>Total for 1200 Accounts Receivable</b>								<b>\$ -17,197.51</b>	
<b>1499 Undeposited Funds</b>									
10/13/2020	Deposit		No	Los Gatos Town		Town of Los Gatos Bank of Wet 142919 mobile deposit	1001 Checking - Union Bank	-8,697.51	-8,697.51
10/13/2020	Payment	bank of west 142919	No	Los Gatos Town		Town of Los Gatos Bank of Wet 142919 mobile deposit	1200 Accounts Receivable	8,697.51	0.00
<b>Total for 1499 Undeposited Funds</b>								<b>\$0.00</b>	
<b>2000 Accounts Payable</b>									
10/16/2020	Bill Payment (Check)		No	Rolf Poprowski, EA			1001 Checking - Union Bank	-5,400.00	-5,400.00
<b>Total for 2000 Accounts Payable</b>								<b>\$ -5,400.00</b>	
<b>2200 First National Bank of Omaha</b>									
10/05/2020	Expense		No	Acrobat			6620 GENERAL OFFICE:Software Licenses	33.98	33.98
10/13/2020	Expense		No	Zoom.us			6620 GENERAL OFFICE:Software Licenses	54.99	88.97
10/19/2020	Expense		No	Verizon			6880 Office:Telephone	40.30	129.27
10/19/2020	Expense		No	Microsoft			6620 GENERAL OFFICE:Software Licenses	32.91	162.18
10/19/2020	Expense		No	Intuit			6620 GENERAL OFFICE:Software Licenses	25.00	187.18
10/19/2020	Expense		No	Intuit			6620 GENERAL OFFICE:Software Licenses	70.00	257.18
10/22/2020	Credit Card Payment		No				1001 Checking - Union Bank	-227.19	29.99
10/26/2020	Expense		No	USPS			6610 GENERAL OFFICE:Postage and Delivery	67.00	96.99
<b>Total for 2200 First National Bank of Omaha</b>								<b>\$96.99</b>	
<b>6000 GENERAL OFFICE</b>									
<b>6120 Bank Service Charges</b>									
10/30/2020	Expense		No	Union Bank	CASCC	CHECK IMAGE FEE	1001 Checking - Union Bank	3.00	3.00
<b>Total for 6120 Bank Service Charges</b>								<b>\$3.00</b>	
<b>6180 Insurance</b>									
10/06/2020	Expense		No	Great American Insurance Group	CASCC	GreatAmer - Grea VENDOR PMT PPD *****9638	1001 Checking - Union Bank	150.16	150.16
<b>Total for 6180 Insurance</b>								<b>\$150.16</b>	

Date	Transaction Type	Num	Adj	Name	Class	Memo/Description	Split	Amount	Balance
<b>6350 Roundtable consultant and technical services</b>									
10/27/2020	Expense		No	Environmental Science Associates	Roundtable	ENVIRONMENTAL SCIENCE ASSOCI-1353 ONLINE PMT WEB DRAFT #8008	1001 Checking - Union Bank	16,203.75	16,203.75
<b>Total for 6350 Roundtable consultant and technical services</b>								<b>\$16,203.75</b>	
<b>6550 Supplies and Equipment</b>									
10/01/2020	Expense		No	Best Buy	CASCC	BEST BUY 760 E EL CAMINO SUNNYVALE CA	1001 Checking - Union Bank	776.26	776.26
<b>Total for 6550 Supplies and Equipment</b>								<b>\$776.26</b>	
<b>6610 Postage and Delivery</b>									
10/26/2020	Expense		No	USPS	CASCC	usps	2200 First National Bank of Omaha	67.00	67.00
10/27/2020	Expense		No	USPS	CASCC	USPS PO 0 1525 MIR LOS ALTOS CA	1001 Checking - Union Bank	7.75	74.75
<b>Total for 6610 Postage and Delivery</b>								<b>\$74.75</b>	
<b>6620 Software Licenses</b>									
10/05/2020	Expense		No	Acrobat	CASCC	ACROBAT PRO SUBS - 8004438158, CA	2200 First National Bank of Omaha	33.98	33.98
10/13/2020	Expense		No	Zoom.us	CASCC	ZOOM.US - 8887999666, CA	2200 First National Bank of Omaha	54.99	88.97
10/19/2020	Expense		No	Intuit	CASCC	INT*QuickBooks Online - 800-446-8848, CA	2200 First National Bank of Omaha	70.00	158.97
10/19/2020	Expense		No	Intuit	CASCC	INT*QuickBooks Online - 800-446-8848, CA	2200 First National Bank of Omaha	25.00	183.97
10/19/2020	Expense		No	Microsoft	CASCC	MSFT * E0100CF04P - MSBILL.INFO, WA	2200 First National Bank of Omaha	32.91	216.88
<b>Total for 6620 Software Licenses</b>								<b>\$216.88</b>	
<b>Total for 6000 GENERAL OFFICE</b>								<b>\$17,424.80</b>	
<b>Office</b>									
<b>6880 Telephone</b>									
10/19/2020	Expense		No	Verizon	CASCC	VZWLSS*PREPAID PYMNT - 888-294-6804, FL	2200 First National Bank of Omaha	40.30	40.30
<b>Total for 6880 Telephone</b>								<b>\$40.30</b>	
<b>Total for Office</b>								<b>\$40.30</b>	
<b>OFFICE PERSONNEL_CONSULTANTS</b>									
<b>6300 Legal &amp; Professional Fees</b>									
<b>6310 Accounting Services</b>									
10/19/2020	Expense		No	Bestbooks4U	CASCC	ADELE LEVIN T/A SALE WEB	1001 Checking - Union Bank	356.25	356.25
10/29/2020	Expense		No	Bestbooks4U	CASCC	bestbooks4u	1001 Checking - Union Bank	166.25	522.50
<b>Total for 6310 Accounting Services</b>								<b>\$522.50</b>	

Date	Transaction Type	Num	Adj	Name	Class	Memo/Description	Split	Amount	Balance
<b>6320 Attorney Services</b>									
10/01/2020	Expense		No	Koplow Law Offices	Roundtable	koplow	1001 Checking - Union Bank	774.00	774.00
<b>Total for 6320 Attorney Services</b>								<b>\$774.00</b>	
<b>Total for 6300 Legal &amp; Professional Fees</b>								<b>\$1,296.50</b>	
<b>6565 Payroll Service Fees</b>									
10/02/2020	Expense		No	Gusto	CASCC	GUSTO FEE 697668 CCD 6semjou7fv1	1001 Checking - Union Bank	57.00	57.00
<b>Total for 6565 Payroll Service Fees</b>								<b>\$57.00</b>	
<b>6568 Workers Compensation</b>									
10/05/2020	Expense		No	AP Intego	CASCC	APIntego ACHTRANS CCD 67487624	1001 Checking - Union Bank	50.36	50.36
10/19/2020	Expense		No	AP Intego	CASCC	APIntego ACHTRANS CCD 68069368	1001 Checking - Union Bank	28.78	79.14
<b>Total for 6568 Workers Compensation</b>								<b>\$79.14</b>	
<b>6575 Payroll Wages/Salary</b>									
10/05/2020	Journal Entry	Gusto	No		CASCC	Additional Earnings	-Split-	5,000.00	5,000.00
10/21/2020	Journal Entry	Gusto	No		CASCC	Regular Wages	-Split-	2,968.27	7,968.27
10/23/2020	Journal Entry	Gusto	No		CASCC	Regular Wages	-Split-	720.00	8,688.27
10/28/2020	Journal Entry	Gusto	No		CASCC	Regular Wages	-Split-	4,593.75	13,282.02
<b>Total for 6575 Payroll Wages/Salary</b>								<b>\$13,282.02</b>	
<b>6580 Payroll Taxes</b>									
10/05/2020	Journal Entry	Gusto	No		CASCC	Employer Taxes	-Split-	382.50	382.50
10/21/2020	Journal Entry	Gusto	No		CASCC	Employer Taxes	-Split-	227.06	609.56
10/23/2020	Journal Entry	Gusto	No		CASCC	Employer Taxes	-Split-	77.40	686.96
10/28/2020	Expense		No	EDD	CASCC	EMPLOYMENT DEVEL EDD EFTPMT CCD 2100932640	1001 Checking - Union Bank	105.78	792.74
10/28/2020	Journal Entry	Gusto	No		CASCC	Employer Taxes	-Split-	351.43	1,144.17
<b>Total for 6580 Payroll Taxes</b>								<b>\$1,144.17</b>	
<b>Total for OFFICE PERSONNEL_CONSULTANTS</b>								<b>\$15,858.83</b>	
<b>Not Specified</b>									
10/07/2020	Payment		No	Condensed Customer (deleted)		Created by QB Online to link credits to charges.	1200 Accounts Receivable		
<b>Total for Not Specified</b>									



# Profit and Loss by Class

July - October, 2020

	CASCC	Roundtable	TOTAL
<b>INCOME</b>			
4000 INCOME			0.00
4010 Membership Dues	149,957.07		149,957.07
4020 Roundtable Income		187,597.78	187,597.78
4060 LAIF INCOME	450.07		450.07
<b>Total 4000 INCOME</b>	<b>150,407.14</b>	<b>187,597.78</b>	<b>338,004.92</b>
<b>Total Income</b>	<b>150,407.14</b>	<b>187,597.78</b>	<b>338,004.92</b>
<b>GROSS PROFIT</b>			
	<b>150,407.14</b>	<b>187,597.78</b>	<b>338,004.92</b>
<b>EXPENSES</b>			
6000 GENERAL OFFICE			0.00
6120 Bank Service Charges	12.00		12.00
6180 Insurance	600.67		600.67
6220 Dues and Subscriptions	400.00		400.00
6350 Roundtable consultant and technical services		50,122.50	50,122.50
6550 Supplies and Equipment	2,199.25		2,199.25
6610 Postage and Delivery	136.50		136.50
6620 Software Licenses	749.32		749.32
<b>Total 6000 GENERAL OFFICE</b>	<b>4,097.74</b>	<b>50,122.50</b>	<b>54,220.24</b>
6700 Reimbursable Expense	437.50		437.50
Office			0.00
6880 Telephone	40.30		40.30
<b>Total Office</b>	<b>40.30</b>		<b>40.30</b>
OFFICE PERSONNEL_CONSULTANTS			0.00
6153 Contractors			0.00
6300 Legal & Professional Fees	5,700.00		5,700.00
6310 Accounting Services	7,503.75		7,503.75
6320 Attorney Services	1,202.00	1,024.00	2,226.00
<b>Total 6300 Legal &amp; Professional Fees</b>	<b>14,405.75</b>	<b>1,024.00</b>	<b>15,429.75</b>
6565 Payroll Service Fees	222.00		222.00
6568 Workers Compensation	229.26		229.26
6575 Payroll Wages/Salary	40,232.02		40,232.02
6580 Payroll Taxes	3,152.30		3,152.30
<b>Total OFFICE PERSONNEL_CONSULTANTS</b>	<b>58,241.33</b>	<b>1,024.00</b>	<b>59,265.33</b>
<b>Total Expenses</b>	<b>62,816.87</b>	<b>51,146.50</b>	<b>113,963.37</b>
<b>NET OPERATING INCOME</b>	<b>87,590.27</b>	<b>136,451.28</b>	<b>224,041.55</b>
<b>NET INCOME</b>	<b>\$87,590.27</b>	<b>\$136,451.28</b>	<b>\$224,041.55</b>



Environmental Science Associates  
 550 Kearny Street, Suite 800  
 San Francisco, CA 94108  
 (415) 896-5900

**INVOICE**

Andi Jordan  
 Executive Director  
 Cities Association of Santa Clara County  
 PO Box 3144  
 Los Altos, CA 94024

October 9, 2020  
 Invoice No: 158284  
 Project Manager: Steven Alverson

Project D201801353.02 SCSC Roundtable Facilitation-FY 2020-2021

**Professional Services from September 1, 2020 to September 30, 2020**

Task 0000001 Prepare for, facilitate, and Follow-up 12 Meetings

**Professional Personnel**

	Hours	Rate	Amount	
Senior Director III				
Alverson, Steven	.50	300.00	150.00	
Totals	.50		150.00	
<b>Total Labor</b>				<b>150.00</b>

**Billing Limits**

	Current	Prior	To-Date
Total Billings	150.00	15,562.50	15,712.50
Limit			90,000.00
Remaining			74,287.50

**TOTAL THIS TASK: \$150.00**

Task 0000002 Roundtable Meeting Planning

**Professional Personnel**

	Hours	Rate	Amount	
Senior Director III				
Alverson, Steven	.50	300.00	150.00	
Senior Associate I				
Wasserman, Evan	.50	150.00	75.00	
Totals	1.00		225.00	
<b>Total Labor</b>				<b>225.00</b>

**Billing Limits**

	Current	Prior	To-Date
Total Billings	225.00	900.00	1,125.00
Limit			6,000.00
Remaining			4,875.00

**TOTAL THIS TASK: \$225.00**

Task 0000003 Support Work Plan Assignments

**Professional Personnel**

	Hours	Rate	Amount
Senior Director III			
Alverson, Steven	2.50	300.00	750.00

Project	D201801353.02	SCSC Roundtable Facilitation-FY 2020-20	Invoice	158284
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Senior Associate I				
Wasserman, Evan	22.50	150.00	3,375.00	
Totals	25.00		4,125.00	
<b>Total Labor</b>				<b>4,125.00</b>

<b>Billing Limits</b>	<b>Current</b>	<b>Prior</b>	<b>To-Date</b>	
Total Billings	4,125.00	10,316.25	14,441.25	
Limit			45,000.00	
Remaining			30,558.75	
		<b>TOTAL THIS TASK:</b>		<b>\$4,125.00</b>

Task 0000004 Respond to Inquiries

**Professional Personnel**

	Hours	Rate	Amount	
Senior Director III				
Alverson, Steven	.50	300.00	150.00	
Totals	.50		150.00	
<b>Total Labor</b>				<b>150.00</b>

<b>Billing Limits</b>	<b>Current</b>	<b>Prior</b>	<b>To-Date</b>	
Total Billings	150.00	2,441.25	2,591.25	
Limit			13,000.00	
Remaining			10,408.75	
		<b>TOTAL THIS TASK:</b>		<b>\$150.00</b>

Task 0000005 Prepare/Post Website Content

**Billing Limits**

	<b>Current</b>	<b>Prior</b>	<b>To-Date</b>	
Total Billings	0.00	3,487.50	3,487.50	
Limit			18,000.00	
Remaining			14,512.50	
		<b>TOTAL THIS TASK:</b>		<b>0.00</b>

Task 0000006 Other Direct Costs(ANR, Website Support, Letter Tracker)

**Reimbursable Expenses**

Project Materials			1,700.00	
<b>Total Reimbursables</b>		<b>1.0 times</b>	<b>1,700.00</b>	<b>1,700.00</b>

<b>Billing Limits</b>	<b>Current</b>	<b>Prior</b>	<b>To-Date</b>	
Total Billings	1,700.00	0.00	1,700.00	
Limit			8,000.00	
Remaining			6,300.00	
		<b>TOTAL THIS TASK:</b>		<b>\$1,700.00</b>

**TOTAL INVOICE AMOUNT: \$6,350.00**

**Outstanding Invoices**

Number	Date	Balance
157488	9/9/2020	16,203.75
<b>Total</b>		<b>16,203.75</b>

<b>Billings to Date</b>	<b>Current</b>	<b>Prior</b>	<b>Total</b>
	6,350.00	32,707.50	39,057.50

Remit to:

E S A  
P.O. Box 92170  
Elk Grove, IL 60009

TIN #: 94-1698350

# Billing Backup

Friday, October 9, 2020

Environmental Science Associates      Invoice 158284 Dated 10/9/2020      2:30:15 PM

Project	D201801353.02	SCSC Roundtable Facilitation-FY 2020-2021		
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Task	0000001	Prepare for, facilitate, and Follow-up 12 Meetings		
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**Professional Personnel**

			Hours	Rate	Amount	
	Senior Director III					
358	Alverson, Steven	9/30/2020	.50	300.00	150.00	
	Review Possible Agenda Items					
	Totals		.50		150.00	
	<b>Total Labor</b>					<b>150.00</b>

**TOTAL THIS TASK:                    \$150.00**

Task	0000002	Roundtable Meeting Planning		
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**Professional Personnel**

			Hours	Rate	Amount	
	Senior Director III					
358	Alverson, Steven	9/30/2020	.50	300.00	150.00	
	Monthly Planning Meeting					
	Senior Associate I					
11165	Wasserman, Evan	9/30/2020	.50	150.00	75.00	
	.5hr for meeting with Steve, Mary-Lynne, Andi, and Kris to discuss the next full Roundtable meeting in October					
	Totals		1.00		225.00	
	<b>Total Labor</b>					<b>225.00</b>

**TOTAL THIS TASK:                    \$225.00**

Task	0000003	Support Work Plan Assignments		
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**Professional Personnel**

			Hours	Rate	Amount	
	Senior Director III					
358	Alverson, Steven	9/2/2020	1.00	300.00	300.00	
	Review Roundtable Coordinator Job Description					
358	Alverson, Steven	9/21/2020	.50	300.00	150.00	
	Coordinate Admin Dickson Letter					
358	Alverson, Steven	9/22/2020	.50	300.00	150.00	
	Review Admin Dickson Letter					
358	Alverson, Steven	9/23/2020	.50	300.00	150.00	
	Follow-up on the Dickson Letter					
	Senior Associate I					
11165	Wasserman, Evan	9/2/2020	4.00	150.00	600.00	
	4 hrs for correspondence tracking, updates to action tracking matrix, and 2018 FAA Reauthorization tracking spreadsheet					
11165	Wasserman, Evan	9/3/2020	1.00	150.00	150.00	
	1 hr for correspondence tracking					
11165	Wasserman, Evan	9/4/2020	.25	150.00	37.50	
	.25 for sending out ANR notification					

Project	D201801353.02	SCSC Roundtable Facilitation-FY 2020-20	Invoice	158284		
11165	Wasserman, Evan	9/9/2020	2.00	150.00	300.00	
	2 hrs for correspondence tracking, and updates to FAA Reauthorization tracking table.					
11165	Wasserman, Evan	9/10/2020	.50	150.00	75.00	
	.5 hr for article posting and document posting					
11165	Wasserman, Evan	9/11/2020	.50	150.00	75.00	
	.5 hr for communication/sending ANR to Roundtable					
11165	Wasserman, Evan	9/22/2020	4.50	150.00	675.00	
	4.5 hrs for edits to and communications regarding QSC Letter to Congressional Reps and FAA					
11165	Wasserman, Evan	9/23/2020	1.50	150.00	225.00	
	1.5 hrs for correspondence tracking					
11165	Wasserman, Evan	9/25/2020	.25	150.00	37.50	
	.25 hr for sending out the ANR					
11165	Wasserman, Evan	9/28/2020	2.50	150.00	375.00	
	.5 hr for posting article to website; 2 hrs for tracking correspondence					
11165	Wasserman, Evan	9/29/2020	2.00	150.00	300.00	
	2 hrs for tracking correspondence					
11165	Wasserman, Evan	9/30/2020	3.50	150.00	525.00	
	2.5 hrs for tracking correspondence; 1 hr for communication regarding and edits to SCSC Roundtable actions tracking sheet, and FAA 2018 Reauthorization tracking sheet					
	Totals		25.00		4,125.00	
	<b>Total Labor</b>					<b>4,125.00</b>
					<b>TOTAL THIS TASK:</b>	<b>\$4,125.00</b>

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Task	0000004	Respond to Inquiries	Hours	Rate	Amount	
<b>Professional Personnel</b>						
	Senior Director III					
358	Alverson, Steven	9/29/2020	.50	300.00	150.00	
	Respond to Andi's Inquiry Re: Marie-Jo Response					
	Totals		.50		150.00	
	<b>Total Labor</b>				<b>150.00</b>	
					<b>TOTAL THIS TASK:</b>	<b>\$150.00</b>

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Task	0000006	Other Direct Costs(ANR, Website Support, Letter Tracker)			
<b>Reimbursable Expenses</b>					
Project Materials					
AP 149493	9/30/2020	LAMBERT-MERIDITH PUBLICATIONS, INC. / SUBSCRIPTION RENEWAL FOR SANTA CLARA/SANTA CRUZ ROUNDTABLE JAN-DEC 2021 / Invoice: 2020070, 9/19/2020			1,700.00
	<b>Total Reimbursables</b>		<b>1.0 times</b>	<b>1,700.00</b>	<b>1,700.00</b>
				<b>TOTAL THIS TASK:</b>	<b>\$1,700.00</b>
				<b>Total this Project</b>	<b>\$6,350.00</b>
				<b>Total this Report</b>	<b>\$6,350.00</b>

Approved by Steve Alverson  
9/19/2020 5:15 PM

# Airport Noise Report

43978 URBANCREST COURT  
ASHBURN, VIRGINIA 20147  
FAX: (703) 729-4528  
TEL: (703) 729-4867

INVOICE NO.	2020070
DATE	9-19-2020
ACCOUNT NO.	

## INVOICE

Steve Alverson  
National Director  
FSA Airports  
2600 Capitol Ave., Suite 200  
Sacramento CA 95816

DESCRIPTION	AMOUNT
Subscription renewal for Santa Clara/Santa Cruz Roundtable  Jan - Dec 2021	\$1,700
PLEASE PAY FROM THIS INVOICE	

# Memorandum

**TO:** BOARD OF DIRECTORS  
CITIES ASSOCIATION OF SANTA  
CLARA COUNTY

**FROM:** Joe Rois,  
City Auditor

**SUBJECT:** *CITIES ASSOCIATION OF  
SANTA CLARA COUNTY EXPENDITURE  
REVIEW, FISCAL YEARS ENDING  
JUNE 30, 2019 & 2020*

**DATE:** November 2, 2020

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## SUMMARY

The Office of the City Auditor has performed an expenditure review of the Cities Association of Santa Clara County (Association) for the fiscal years ending June 30, 2019 and 2020. We also reviewed the controls in place to protect Association assets. On a monthly basis, the Executive Director provides the Board with financial reports. However, because of transactions not being recorded in the correct accounting period, the reports have not been accurate. Adjustments have been made to account for these transactions and appear reasonable. However, they have led to sizable differences between the reports provided to the Board and the accounting records for the same reporting period.

Although there are controls in place, such as monthly account reconciliations approved by the Board Treasurer, there is room for improvement. Association assets and accounting records are currently commingled with those of the Santa Clara / Santa Cruz Roundtable (Roundtable). The Roundtable is an initiative the Association helped create and oversee but which is expected to separate from the Association within the current fiscal year. There is overlap among the members of the Association and the Roundtable, but not all members of the Association participate in the Roundtable. The Association also provides the Roundtable administrative and bookkeeping services, but these costs are currently being paid by the Association.

We had three recommendations related to recording transactions in the correct accounting period, keeping the Board apprised of accounting adjusting impacting financial reports previously provided to the them, and separating Association assets from those of the Roundtable. The Executive Director agreed with the recommendations.

## BACKGROUND

The Association is a collaboration of the fifteen cities of Santa Clara County. It was formed in 1990 to improve cooperation among city governments in addressing issues of common interest. Its Board is composed of a representative from each member city.

Since the prior expenditure review in 2018, the Association has expanded its efforts to address aircraft noise mitigation and housing within the region through two new initiatives: the Santa Clara / Santa Cruz Roundtable and the Santa Clara County Planning Collaborative.



- **Santa Clara / Santa Cruz Roundtable:** In October 2018, the Association's Board of Directors helped create the Santa Clara / Santa Cruz Roundtable (Roundtable). The Roundtable is a permanent aircraft noise mitigation entity, and its members include 8 of the 15 cities that make up the Association, as well as Santa Clara County.<sup>1</sup> The Association also provides administration and bookkeeping services to the Roundtable. According to the Association's Executive Director, the Roundtable is expected to officially separate from the Association by the end of fiscal year 2020-21. The Roundtable has its own bylaws but has not yet been organized as a separate legal entity.
- **Santa Clara County Planning Collaborative:** The planning collaborative was launched in October 2019 and was created to help address the region's housing and homelessness challenges. Participating members include all the cities that make up Association, as well as the County of Santa Clara.

These two initiatives have resulted in a significant increase in Association assets as the membership dues and expenses of both initiatives are included in the Association's financial reports. As of June 30, 2020, financial reports showed total assets of \$206,000, increasing from \$58,000 two years earlier.

#### *Prior Year Expenditure Reviews*

The Office of the City Auditor has periodically issued expenditure reviews since 1996, the last of which was issued in August 2018 and covered the fiscal years ending June 30, 2017 and 2018.<sup>2</sup> Based on prior reviews, we have found that the Association had generally reported its expenditures accurately to its Board and had controls in place to protect Association assets. In past reports, we have made recommendations to improve controls, such as contracting a bookkeeper to help maintain accounting records and produce financial reports, adjusting accounting procedures to ensure more timely reporting of payroll expenditures and proper accounting of capital expenditures, and others.

### **ACCURACY OF REPORTED REVENUES AND EXPENDITURES**

Because items have not been recorded in correct accounting periods, we found that the Board has not been receiving accurate financial reports. This has required adjustments being made later that have led to sizable differences between the financial records provided to the Board and those in the Association's accounting system for the same period.

For instance, the profit and loss statement provided to the Board for the fiscal year ending June 30, 2020 showed revenues of \$463,000. However, the Association's accounting system shows revenues of \$338,000 for the same period. The difference of \$125,000 was due to items being recorded in the wrong fiscal year. Later, accounting adjustments were made to correct the error, but this was after the reports had been provided to the Board. There were similar instances of this occurring in other periods that impacted financial reports provided to the

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<sup>1</sup> Initial Roundtable members included the cities of Monte Sereno, Capitola, and Santa Cruz, as well as Santa Cruz County. These jurisdictions are no longer members of the Roundtable.

<sup>2</sup> Prior year reports can be found on the City Auditor's website at <http://www.sanjoseca.gov/audits>.

Board. In total, 8 of the 9 financial reports we reviewed contained discrepancies. The average amount of the discrepancies was \$62,000.

Although the adjustments appear reasonable, their effect on previously published financial reports had not been reported to the Board at the time of this review. We recommend that the Executive Director work with the bookkeeper to record transactions in the correct accounting period and establish a process to inform the Board when accounting adjustments materially change financial reports previously provided to them.

## **CONTROLS TO PROTECT ASSOCIATION ASSETS**

Although the Association has controls in place to protect Association assets, there is room for improvement. Association assets and accounting records are currently commingled with those of the Roundtable. The Roundtable's bylaws require that expenses be paid from the Roundtable's fund.

A single bank account is used to manage all cash flows from the Association and Roundtable. According to the Executive Director, a separate bank account could not be opened because the Roundtable has not yet been established as a separate legal entity. Accounting records also do not fully distinguish between the assets of the Association and those of the Roundtable. Given the impending separation of the Roundtable from the Association, we recommend the Executive Director separate and reconcile the assets among the different initiatives, including establishing a separate bank account.

Currently, the Association is providing administrative services to the Roundtable. This includes preparing operating budgets, paying approved invoices, providing accounting services, and project management. The associated costs are currently being paid by the Association. Not all members of the Association are members of the Roundtable, therefore non-members are subsidizing the effort. The Executive Director estimates that approximately one-third of her time and one-third of the bookkeeper's time is spent providing these services. This could amount to \$35,000 to \$40,000 in services, based on Executive Director wages, including related fees and taxes, and bookkeeping services for the fiscal year ending June 30, 2020. If the Association remains involved in the operation after separation, the Association should negotiate cost reimbursement for providing its services.

### *Association Organizational Status*

Currently, the Association is an unincorporated association and may have an obligation to file form 990 with the Internal Revenue Service (IRS). To date, it has not been filing that form, which potentially exposes the Association to a risk of IRS penalties. The Executive Director reports that the Association expects to reorganize as a joint powers association, and the Board has contracted a law firm to help with this matter.

## **CONCLUSION**

Based on our review, we found that the Board has not been receiving accurate financial reports and additional controls are needed to protect Association assets. We recommend the Executive Director and the Board work together to establish additional controls to help ensure the Board is provided accurate financial reports and improve the protection Association assets.

We reviewed this memorandum with the Executive Director of the Association and thank her for her cooperation and assistance during our review.



Joe Rois  
City Auditor

Audit staff: Juan Barragan  
Attachments

SE

JR:lg  
20-07

# Appendix A

## Objective, Scope, and Methodology

The mission of the City Auditor's Office is to independently assess and report on City operations and services. The audit function is an essential element of San José's public accountability, and our audits provide the City Council, City management, and the general public with independent and objective information regarding the economy, efficiency, and effectiveness of City operations and services. In accordance with the City Auditor's Fiscal Year 2020-21 Audit Work Plan, we have completed an expenditure review of the Cities Association of Santa Clara County.

We conducted this performance audit in accordance with generally accepted government auditing standards.<sup>3</sup> Those standards require that we plan and perform the audit to obtain sufficient, appropriate evidence to provide a reasonable basis for our findings and conclusions based on our audit objectives. We believe that the evidence obtained provides a reasonable basis for our findings and conclusions based on our audit objectives.

The objective of this review was to determine whether the Board of Directors has been receiving accurate financial reports and whether controls are in place to protect Association assets. To meet our audit objectives, we did the following:

- Reviewed financial reports provided to the Executive Board and compared reports to those currently available in the Association's internal accounting software, QuickBooks, for the same reporting period.
- Reviewed Association bank and Local Agency Investment Fund statements and Association-prepared bank reconciliations.
- Reconciled payroll tax reports prepared by the Association's outside payroll firms with payroll entries recorded in QuickBooks.
- Reviewed transaction detail and supporting documentation for selected asset, revenue, and expense categories.
- Reviewed reimbursements to the Executive Director.
- Reviewed user access and rights within QuickBooks.
- Reviewed whether the Board or Executive Board receive monthly financial reports.
- Reviewed the Association and Roundtable's bylaws.
- Interviewed the Association's Executive Director and Bookkeeper.

We would like to thank the Executive Director for her time and insight during the audit process.

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<sup>3</sup> A performance audit differs from a financial statement audit. As a result, we do not express an opinion on the attached unaudited financial statements.

# Appendix A

## CITIES ASSOCIATION OF SANTA CLARA COUNTY

### BALANCE SHEET

As of June 30, 2020

	TOTAL	
	AS OF JUN 30, 2020	AS OF JUN 30, 2019 (PY)
<b>ASSETS</b>		
Current Assets		
Bank Accounts		
1001 Checking - Union Bank	81,238.43	151,132.22
<b>Total Bank Accounts</b>	<b>\$81,238.43</b>	<b>\$151,132.22</b>
Accounts Receivable		
1200 Accounts Receivable	0.00	0.00
<b>Total Accounts Receivable</b>	<b>\$0.00</b>	<b>\$0.00</b>
Other Current Assets		
1300 LAIF Funds	123,348.50	120,512.63
1310 Venue Prepaid Deposit	1,000.00	1,000.00
1395 Accrued Interest	44.60	44.60
1499 Undeposited Funds	0.00	0.00
<b>Total Other Current Assets</b>	<b>\$124,393.10</b>	<b>\$121,557.23</b>
<b>Total Current Assets</b>	<b>\$205,631.53</b>	<b>\$272,689.45</b>
Fixed Assets		
1500 Machinery and Equipment	2,203.41	2,203.41
1700 Accumulated Depreciation	-1,926.59	-1,926.59
<b>Total Fixed Assets</b>	<b>\$276.82</b>	<b>\$276.82</b>
<b>TOTAL ASSETS</b>	<b>\$205,908.35</b>	<b>\$272,966.27</b>

# CITIES ASSOCIATION OF SANTA CLARA COUNTY

## BALANCE SHEET

As of June 30, 2020

	TOTAL	
	AS OF JUN 30, 2020	AS OF JUN 30, 2019 (PY)
<b>LIABILITIES AND EQUITY</b>		
Liabilities		
Current Liabilities		
Accounts Payable		
2000 Accounts Payable	41,407.50	58,021.71
<b>Total Accounts Payable</b>	<b>\$41,407.50</b>	<b>\$58,021.71</b>
Credit Cards		
2200 First National Bank of Omaha	1,261.15	433.68
<b>Total Credit Cards</b>	<b>\$1,261.15</b>	<b>\$433.68</b>
Other Current Liabilities		
2100 Payroll Liabilities		
2120 FICA		
2122 Company	0.00	0.00
<b>Total 2120 FICA</b>	<b>0.00</b>	<b>0.00</b>
2150 SDI	0.00	0.00
2160 State Withholding	0.00	0.00
2170 Payroll Taxes Payable	0.00	0.00
<b>Total 2100 Payroll Liabilities</b>	<b>0.00</b>	<b>0.00</b>
<b>Total Other Current Liabilities</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Total Current Liabilities</b>	<b>\$42,668.65</b>	<b>\$58,455.39</b>
<b>Total Liabilities</b>	<b>\$42,668.65</b>	<b>\$58,455.39</b>
Equity		
1110 Unrestricted Fund Balance	177,215.79	21,454.86
3000 Opening Bal Equity	-34.00	-34.00
3010 Reserves	0.00	0.00
3011 Reserve for Equip. Replacement	0.00	0.00
3013 Reserve for New Equip.	2,329.09	2,329.09
3014 Reserve for Operations	35,000.00	35,000.00
3015 Reserve for Program/Opport.	0.00	0.00
3016 Unreserved	0.00	0.00
<b>Total 3010 Reserves</b>	<b>37,329.09</b>	<b>37,329.09</b>
Net Income	-51,271.18	155,760.93
<b>Total Equity</b>	<b>\$163,239.70</b>	<b>\$214,510.88</b>
<b>TOTAL LIABILITIES AND EQUITY</b>	<b>\$205,908.35</b>	<b>\$272,966.27</b>

# Appendix B

## CITIES ASSOCIATION OF SANTA CLARA COUNTY

### PROFIT AND LOSS

July 2019 - June 2020

	TOTAL	
	JUL 2019 - JUN 2020	JUL 2018 - JUN 2019 (PY)
<b>Income</b>		
4000 INCOME		
4010 Membership Dues	150,290.19	144,901.05
4020 Roundtable Income	124,999.00	250,000.01
4030 Directory Income	15.00	195.00
4040 Planning Collaborative	53,333.28	
4050 Membership Dinners - Proceeds	6,911.41	8,100.00
4060 LAIF INCOME	2,835.87	1,882.35
<b>Total 4000 INCOME</b>	<b>338,384.75</b>	<b>405,078.41</b>
Reimbursement		18.42
<b>Total Income</b>	<b>\$338,384.75</b>	<b>\$405,096.83</b>
<b>GROSS PROFIT</b>	<b>\$338,384.75</b>	<b>\$405,096.83</b>
<b>Expenses</b>		
6000 GENERAL OFFICE		
6112 Advertising/Promotional		
6115 Website Update		2,000.00
<b>Total 6112 Advertising/Promotional</b>		<b>2,000.00</b>
6120 Bank Service Charges	36.00	43.00
6122 Merchant QB Payment Fees	299.21	1.12
<b>Total 6120 Bank Service Charges</b>	<b>335.21</b>	<b>44.12</b>
6125 Directory Production	317.00	241.00
6151 Conferences/Director's Expenses	148.55	373.30
6160 Dues & Subscriptions	225.00	400.00
6162 Hospitality	838.30	1,480.59
6180 Insurance	1,760.99	1,690.50
6190 Website SOS	600.00	
6350 Roundtable consultant and technical services	223,705.39	106,451.42
6370 Programs and Initiatives	1,100.00	1,000.00
6550 Supplies and Equipment	125.10	269.39
6610 Postage and Delivery	9.17	98.29
6611 Post Office Box	150.00	56.00
6615 Office/General Administrative Expenses	94.04	
6620 Software Licenses	1,776.84	1,287.76
6665 Printing and Copying	744.68	1,345.52
6670 Recognition	392.95	
<b>Total 6000 GENERAL OFFICE</b>	<b>232,323.22</b>	<b>116,737.89</b>
6700 Reimbursable Expense		122.00
6999 Uncategorized Expense		3.00

# CITIES ASSOCIATION OF SANTA CLARA COUNTY

## PROFIT AND LOSS

July 2019 - June 2020

	TOTAL	
	JUL 2019 - JUN 2020	JUL 2018 - JUN 2019 (PY)
<b>EVENT EXPENSES</b>		
6400 General Meeting - catering	300.00	1,034.11
6410 General meeting - office supplies/signage	1,251.72	884.15
6675 Membership Dinners - Cost	7,388.96	12,237.69
<b>Total EVENT EXPENSES</b>	<b>8,940.68</b>	<b>14,155.95</b>
<b>Office</b>		
6155 Computer & Equipment		6.80
Internet - Web Hosting Services (deleted)		2,670.91
<b>Total Office</b>		<b>2,806.52</b>
<b>OFFICE PERSONNEL_CONSULTANTS</b>		
6153 Contractors	24,975.00	
6300 Legal & Professional Fees	5,000.00	
6310 Accounting Services	3,003.75	2,110.50
6320 Attorney Services	1,443.00	1,300.00
<b>Total 6300 Legal &amp; Professional Fees</b>	<b>9,446.75</b>	<b>3,410.50</b>
6565 Payroll Service Fees	546.00	589.00
6568 Workers Compensation	623.32	684.02
6575 Payroll Wages/Salary	104,583.33	102,999.96
6580 Payroll Taxes	8,217.63	7,881.00
<b>Total OFFICE PERSONNEL_CONSULTANTS</b>	<b>148,392.03</b>	<b>115,564.48</b>
Other Miscellaneous Service Cost		7.17
void (deleted-1)		0.00
<b>Total Expenses</b>	<b>\$389,655.93</b>	<b>\$249,397.01</b>
<b>NET OPERATING INCOME</b>	<b>\$ -51,271.18</b>	<b>\$155,699.82</b>
<b>Other Income</b>		
General Membership Meeting		61.11
<b>Total Other Income</b>	<b>\$0.00</b>	<b>\$61.11</b>
<b>NET OTHER INCOME</b>	<b>\$0.00</b>	<b>\$61.11</b>
<b>NET INCOME</b>	<b>\$ -51,271.18</b>	<b>\$155,760.93</b>



**CITIES ASSOCIATION OF SANTA CLARA COUNTY  
Profit and Loss by Class**

September 2018 - June 2020

	<u>Roundtable</u>	<u>TOTAL</u>
<b>Income</b>		
<b>4000 INCOME</b>		0.00
4020 Roundtable Income	374,999.01	374,999.01
<b>Total 4000 INCOME</b>	<b>\$ 374,999.01</b>	<b>\$ 374,999.01</b>
<b>Total Income</b>	<b>\$ 374,999.01</b>	<b>\$ 374,999.01</b>
<b>Gross Profit</b>	<b>\$ 374,999.01</b>	<b>\$ 374,999.01</b>
<b>Expenses</b>		
<b>6000 GENERAL OFFICE</b>		0.00
6162 Hospitality	172.05	172.05
6350 Roundtable consultant and technical services	330,156.81	330,156.81
6610 Postage and Delivery	9.65	9.65
6620 Software Licenses	5.98	5.98
6665 Printing and Copying	357.90	357.90
<b>Total 6000 GENERAL OFFICE</b>	<b>\$ 330,702.39</b>	<b>\$ 330,702.39</b>
<b>OFFICE PERSONNEL_CONSULTANTS</b>		0.00
6300 Legal & Professional Fees	5,000.00	5,000.00
6320 Attorney Services	2,743.00	2,743.00
<b>Total 6300 Legal &amp; Professional Fees</b>	<b>\$ 7,743.00</b>	<b>\$ 7,743.00</b>
<b>Total OFFICE PERSONNEL_CONSULTANTS</b>	<b>\$ 7,743.00</b>	<b>\$ 7,743.00</b>
<b>Total Expenses</b>	<b>\$ 338,445.39</b>	<b>\$ 338,445.39</b>
<b>Net Operating Income</b>	<b>\$ 36,553.62</b>	<b>\$ 36,553.62</b>
<b>Net Income</b>	<b>\$ 36,553.62</b>	<b>\$ 36,553.62</b>

Tuesday, Oct 27, 2020 12:51:36 PM GMT-7 - Accrual Basis

**CITIES ASSOCIATION OF SANTA CLARA COUNTY  
Profit and Loss by Class**

July 1 - October 27, 2020

	<u>Roundtable</u>	<u>TOTAL</u>
<b>Income</b>		
<b>4000 INCOME</b>		0.00
4020 Roundtable Income	187,597.78	187,597.78
<b>Total 4000 INCOME</b>	<b>\$ 187,597.78</b>	<b>\$ 187,597.78</b>
<b>Total Income</b>	<b>\$ 187,597.78</b>	<b>\$ 187,597.78</b>
<b>Gross Profit</b>	<b>\$ 187,597.78</b>	<b>\$ 187,597.78</b>
<b>Expenses</b>		
<b>6000 GENERAL OFFICE</b>		0.00
6350 Roundtable consultant and technical services	33,918.75	33,918.75
<b>Total 6000 GENERAL OFFICE</b>	<b>\$ 33,918.75</b>	<b>\$ 33,918.75</b>
<b>OFFICE PERSONNEL_CONSULTANTS</b>		0.00
6300 Legal & Professional Fees		0.00
6320 Attorney Services	250.00	250.00
<b>Total 6300 Legal &amp; Professional Fees</b>	<b>\$ 250.00</b>	<b>\$ 250.00</b>
<b>Total OFFICE PERSONNEL_CONSULTANTS</b>	<b>\$ 250.00</b>	<b>\$ 250.00</b>
<b>Total Expenses</b>	<b>\$ 34,168.75</b>	<b>\$ 34,168.75</b>
<b>Net Operating Income</b>	<b>\$ 153,429.03</b>	<b>\$ 153,429.03</b>
<b>Net Income</b>	<b>\$ 153,429.03</b>	<b>\$ 153,429.03</b>

Tuesday, Oct 27, 2020 12:53:25 PM GMT-7 - Accrual Basis

Column1		Column2
<b>SCSC Roundtable FY 21 Budget</b>		
<b>Resources</b>		
Member Dues	\$	187,597.78
Reserves/Carryover *estimated	\$	36,553.62
	\$	<u>224,151.40</u>
<b>Expenditures</b>		
ESA Contract	\$	180,000.00
legal counsel	\$	5,000.00
	\$	<u>185,000.00</u>
estiimated ending fund balance	\$	39,151.40

Budget approved by SCSC Roundtable on July 2020 meeting  
Reserve carryover based on expenditure audit

**Subject:** Mayor of the Month idea

**Date:** Thursday, October 22, 2020 at 9:23:48 AM Pacific Daylight Time

**From:** Leslee Guardino

**To:** Andi Jordan

**CC:** Jennifer Johnson

Hi Andi, it was great to talk with you this morning! These are such crazy times, we are working to adapt to them!

We'd love to partner with the Cities Association on a "Mayor of the Month" series which will provide a forum for Mayors to meet with key businesses in their city and throughout the valley via a Zoom town hall. We've outlined the idea below:

Concept: A monthly zoom (time of day TBD, maybe noon?) featuring a different Mayor (or Vice Mayor) and including the city managers from Santa Clara County. Goal, to meet with a majority of the Mayors in SCC in the first year. The Mayors would be invited to share their goals for their city, upcoming priority items, and address key themes/areas of interest like energy efficiency, digital divide, or other timely issues.

Audience: Cities association membership, Canyon Snow clients/network, key trade association leaders and their members NAIOP, SVO, SVLG. We'd expect 20-30 executives to attend depending on the size of the city.

Format: Introduction of the Mayor by a key employer or executive in their city. Remarks by the Mayor (vision for the city); Q/A moderated by Canyon Snow and/or Cities' association leaders; closing remarks by the Mayor/Vice Mayor.

Social media: We can each promote this on our websites, Social media twitter account, FB page

Cost: none

Logistics: We can create an email template that both organizations like, perhaps a logo for the series. We can send it out to our respective mailing lists. We can work with the Cities Association to choose which cities go first and on selecting and preparing the Mayor for the event and building it around their calendar.

Best,  
Leslee



## Purpose of the Code of Conduct Policy

The Cities Association of Santa Clara County (CASCC) has adopted this Code of Conduct for members<sup>1</sup> of the CASCC to assure both the public and CASCC members that the CASCC operates with integrity, fairness, efficiency, and respect.

This Code of Conduct applies to the members of CASCC during public meetings as well as during their interactions with other CASCC members and the public while CASCC members act in their capacity as CASCC representatives. This policy further applies to all committees, task forces, or other groups designated by the CASCC to work with or advise the CASCC, including the Planning Collaborative, and any bodies for whom CASCC serves as fiscal agent or sponsor, such as the Santa Cruz/Santa Clara Roundtable (“SCSC Roundtable”). SCSC Roundtable members and staff are similarly subject to the conditions and policies herein while they are acting as representatives of the SCSC Roundtable, as their actions and behavior reflect directly upon CASCC.

CASCC and all covered individuals under this policy are committed to:

- Behaving honestly, truthfully and with integrity in all our transactions and dealings;
- Treating our members, CASCC staff, and the public fairly;
- Treating every member, staff, and the public with dignity and respect;
- Treating our staff with respect, fairness and good faith;
- Ensuring compliance with both the spirit and the letter of the law;
- Avoiding conflicts of interest;
- Appropriately handling actual or apparent conflicts of interest in our relationships;
- Acting responsibly toward the communities in which we work and for the benefit of the communities that we serve;
- Being responsible, transparent and accountable for all of our actions; and
- Setting a robust example of accountability, transparency, ethical conduct and effectiveness for collaborative intergovernmental associations like CASCC.
- Commitment to open, honest communication in the spirit of transparency.

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<sup>1</sup> For ease of reference in the Code of Conduct, the term “member” refers to any member of the Cities Association of Santa Clara County, including the individual representatives of Santa Clara County cities who have been appointed to the Executive Board and Board of Directors. “Member” further refers to staff and any member of the SCSC Roundtable.

## **Anti- Discrimination and Anti-Harassment Policy**

### **Objective**

CASCC is committed to a work environment in which all individuals, members and staff alike, are treated with respect and dignity. Each individual has the right to work in a professional atmosphere that promotes equal employment opportunities and prohibits unlawful discriminatory practices, including harassment. Therefore, CASCC expects that all relationships among members, including with other members, the public, and staff, will be business-like and free of unlawful or explicit bias, prejudice and harassment.

CASCC has developed this policy to ensure that all its employees can work in an environment free from unlawful harassment, discrimination and retaliation. CASCC will make every reasonable effort to ensure that all concerned are familiar with these policies and are aware that any complaint in violation of such policies will be investigated and resolved appropriately.

Any member or staff person who has questions or concerns about these policies should request a discussion with the President or 1<sup>st</sup> Vice-President of CASCC, CASCC Executive Director, CASCC attorney.

### **Dedication to Equal Employment Opportunity**

It is the policy of CASCC to ensure equal employment opportunity without discrimination or harassment on the basis of race, color, religion, sex, sexual orientation, gender identity or expression, age, disability, marital status, citizenship, national origin, genetic information, or any other characteristic protected by law. CASCC prohibits any such discrimination or harassment.

### **Prohibition Against Retaliation**

CASCC encourages reporting of all perceived incidents of discrimination or harassment. It is the policy of CASCC to promptly and thoroughly investigate such reports. CASCC prohibits retaliation against any individual who reports discrimination or harassment or participates in an investigation of such reports.

### **Prohibition Against Sexual Harassment**

Sexual harassment constitutes discrimination and is illegal under federal, state and local laws. For the purposes of this policy, “sexual harassment” is defined, as in the Equal Employment Opportunity Commission Guidelines, as unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature when, for example: a) submission to such conduct is made either explicitly or implicitly a term or condition of an individual’s employment, b) submission to or rejection of such conduct by an individual is used as the basis for

employment decisions affecting such individual, or c) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Sexual harassment may include a range of subtle and not-so-subtle behaviors and may involve individuals of the same or different gender. Depending on the circumstances, these behaviors may include unwanted sexual advances or requests for sexual favors; sexual jokes and innuendo; verbal abuse of a sexual nature; commentary about an individual's body, sexual prowess or sexual deficiencies; leering, whistling or touching; insulting or obscene comments or gestures; display in the workplace of sexually suggestive objects or pictures; and other physical, verbal or visual conduct of a sexual nature. These behaviors are prohibited and CASCC does not condone or permit any such conduct.

### **Prohibition Against Harassment and Hostile Work Environment**

Harassment on the basis of any other protected characteristic is also strictly prohibited. Under this policy, harassment is verbal, written or physical conduct that denigrates or shows hostility or aversion toward an individual because of his or her race, color, religion, sex, sexual orientation, gender identity or expression, national origin, age, disability, marital status, citizenship, genetic information, or any other characteristic protected by law, or that of his or her relatives, friends or associates, and that: a) has the purpose or effect of creating an intimidating, hostile or offensive work environment, b) has the purpose or effect of unreasonably interfering with an individual's work performance, or c) otherwise adversely affects an individual's employment opportunities.

Harassing conduct includes epithets, slurs or negative stereotyping; threatening, intimidating or hostile acts; denigrating jokes; and written or graphic material that denigrates or shows hostility or aversion toward an individual or group that is placed on walls or elsewhere on the employer's premises or circulated in the workplace, on company time or using company equipment by e-mail, phone (including voice messages), text messages, social networking sites or other means.

CASCC also prohibits the creation of a hostile work-environment. A hostile work environment is defined as inappropriate behavior in the workplace that is either severe *or* pervasive enough to create an abusive work atmosphere for one or more individuals, including members or staff.

CASCC prohibits bullying behavior against members, staff, or the public, and prohibits members from improperly or abusively denigrating other members, staff, or the public while engaged in CASCC related business, including in communications with other members, staff, or the public regarding CASCC business.

## **Individuals and Conduct Covered**

These policies apply to all members, staff employees and applicants for staff positions, whether related to conduct engaged in by fellow employees or by someone not directly connected to CASCC (e.g., an outside consultant).

The policies apply to the all committees, task forces, or other groups designated by the CASCC to work with or advise the CASCC, including the Planning Collaborative and SCSC Roundtable and its members, as well as staff employees and applicants for staff positions, so long as the CASCC continues to act as the fiscal agent for the SCSC Roundtable.

Conduct prohibited by these policies is unacceptable in the workplace, including during public meetings, while interacting with staff or members in person or via phone, email, and/or digital meeting, and in any work-related setting outside the workplace, such as business-related social events.

## **Reporting an Incident of Harassment, Discrimination or Retaliation**

CASCC encourages reporting of all perceived incidents of discrimination, harassment or retaliation, regardless of the offender's identity or position. Individuals, including members or staff, who believe that they have been the victim of such conduct should immediately contact the CASCC President, 1<sup>st</sup> Vice-President, or Executive Director. CASCC encourages individuals who believe they are being subjected to such conduct to promptly advise the offender that his or her behavior is unwelcome and to request that it be discontinued. Often this action alone will resolve the problem. CASCC recognizes, however, that an individual may prefer to pursue the matter through complaint procedures described below.

## **Complaint Procedures**

Individuals, including members or staff, who believe they have been the victims of conduct prohibited by this policy or believe they have witnessed such conduct should discuss their concerns with the CASCC Executive Director.

CASCC encourages the prompt reporting of complaints or concerns so that rapid and constructive action can be taken before relationships become irreparably strained. Therefore, while no fixed reporting period has been established, early reporting and intervention are the most effective method of resolving actual or perceived incidents of harassment.

Any reported allegations of harassment, discrimination or retaliation will be investigated promptly and referred to the CASCC Attorney. The investigation may include individual



interviews with the parties involved and, where necessary, with individuals who may have observed the alleged conduct or may have other relevant knowledge.

CASCC will maintain confidentiality throughout the investigatory process to the extent consistent with adequate investigation and appropriate corrective action.

Retaliation against an individual for reporting harassment or discrimination or for participating in an investigation of a claim of harassment or discrimination is a serious violation of this policy and, like harassment or discrimination itself, will be subject to disciplinary action. Acts of retaliation should be reported immediately and will be promptly investigated and addressed.

Misconduct constituting harassment, discrimination or retaliation will be dealt with appropriately.

If a party to a complaint does not agree with its resolution, that party may appeal to the CASCC Executive Board by informing the CASCC Executive Director that the party would like to appeal the resolution of the complaint.

False and malicious complaints of harassment, discrimination or retaliation (as opposed to complaints that, even if erroneous, are made in good faith) may be the subject of appropriate responsive action.

### **Conflicts of Interest Policy**

Conflicts of interest can raise governance and decision-making concerns for CASCC. They also may raise concerns in the mind of the public and members of the media, potentially undermining CASCC's reputation and good standing. Generally speaking, a conflict of interest is a situation in which a CASCC member or any covered individual under this policy has a personal or financial interest that compromises or could compromise the member's independence of judgment in exercising his or her responsibilities to CASCC or for those whom CASCC acts as fiscal agent.

Members are expected to minimize conflicts of interest, disclose ethical, legal, financial, and other conflicts, and remove themselves from decision-making if they would otherwise be called on to act on a conflict involving themselves or entities with which they are closely associated.

Under this policy, members are required to disclose actual or potential conflicts of interest, as well as certain relationships and transactions, to enable to take steps it considers necessary or advisable to address conflicts of interest. Depending on the circumstances, a relationship and/or transaction disclosed under this policy will fall into one of three categories: the relationship/transaction 1) is not a conflict of interest, 2) is a conflict of interest that is permitted provided that certain procedures are followed, or 3) is a conflict that is prohibited altogether.

Members should contact the CASCC Executive Director with any concerns regarding a potential or actual conflict of interest as soon as is practicable.

DRAFT



This Agreement may be terminated by Contractor or by the Cities Association or his/her designee at any time without a requirement of good cause upon thirty (30) days' advance written notice to the other party. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that prorated portion of the full payment determined by comparing the work/services actually completed to the work/services required by the Agreement.

The Cities Association may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon the unavailability of Federal, State, or the Cities Association funds by providing written notice to Contractor as soon as is reasonably possible after the Cities Association learns of said unavailability of outside funding.

**6. Contract Materials**

At the end of this Agreement, or in the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other written materials (collectively referred to as "contract materials") prepared by Contractor under this Agreement shall become the property of the Cities Association and shall be promptly delivered to the Cities Association. Contractor may reference and use materials for marketing purposes and other work purposes. Upon termination, Contractor may make and retain a copy of such contract materials if permitted by law.

**7. Relationship of Parties**

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent contractor and not as an employee of the Cities Association and that neither Contractor nor its employees acquire any of the rights, privileges, powers, or advantages of the Cities Association employees.

**8. Hold Harmless**

**a. General Hold Harmless**

Contractor agrees to indemnify, defend, and hold Cities Association, its employees, officers, and agents, harmless from any and all liabilities including, but not limited to, litigation costs and attorney's fees arising from any and all claims and losses to anyone who may be injured or damaged by reason of Contractor's negligence, recklessness or willful misconduct in the performance of this Contract. The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

**9. Assignability and Subcontracting**

Contractor shall not assign this Agreement or any portion of it to a third party or subcontract with a third party to provide services required by Contractor under this Agreement without the prior written consent of the Cities Association. Any such assignment or subcontract without the Cities Association's prior written consent shall give the Cities Association the right to automatically and immediately terminate this Agreement without penalty or advance notice.

**10. Insurance**

**a. General Requirements**

Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by the Cities Association's Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. Contractor shall furnish the Cities Association with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to the Cities Association of any pending change in the limits of liability or of any cancellation or modification of the policy.

**b. Workers' Compensation and Employer's Liability Insurance**

Contractor shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.

**c. Liability Insurance**

Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below:

- Comprehensive General Liability...                      \$1,000,000  
(Applies to all agreements)
- Motor Vehicle Liability Insurance...                      \$1,000,000  
(To be checked if motor vehicle used in performing services)
- Professional Liability.....                      \$1,000,000

The Cities Association and its officers, agents, employees, and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that (a) the insurance afforded thereby to the Cities Association and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if the Cities Association or its officers, agents, employees, and servants have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, the Cities Association, at its

option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work and payment pursuant to this Agreement.

**11. Compliance with Laws**

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, and municipal laws, ordinances, and regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any Federal financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including but not limited to appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, or municipal law or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

**12. Non-Discrimination and Other Requirements**

**a. General Non-discrimination**

No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

**b. Equal Employment Opportunity**

Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to the Cities Association upon request.

**c. Section 504 of the Rehabilitation Act of 1973**

Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual with a disability shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of any services this Agreement. This Section applies only to contractors who are providing services to members of the public under this Agreement.

**d. Discrimination Against Individuals with Disabilities**

The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and Contractor and any subcontractor shall abide by the requirements of 41 C.F.R. 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability

and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

**e. History of Discrimination**

Contractor must check one of the two following options, and by executing this Agreement, Contractor certifies that the option selected is accurate:

- No finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or any other investigative entity.
- Finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or other investigative entity. If this box is checked, Contractor shall provide the Cities Association with a written explanation of the outcome(s) or remedy for the discrimination.

**13. Conflicts of Interest**

Contractor agrees to take all reasonable and diligent measures to prevent the development or permit the existence of a conflict of interest in connection with work performed under this Agreement or any agreements entered into as a result of this Agreement, such as a Scope of Work. For purposes of this Agreement, a conflict of interest occurs when, due to other activities, relationships, or contracts: 1) Contractor or its agents are unable, or potentially unable, to provide unbiased and impartial assistance or advice to the Cities Association; 2) Contractor or its agent's ability to objectively perform work under this Agreement is or might be impaired; or, 3) Contractor or its agents acquire an unfair competitive advantage in rendering a proposal for work, such as a proposal for award of a contract, as a result of information gained in performance of this Agreement or any other Agreement between the Cities Association and Contractor, such as a Scope of Work.

Contractor agrees not to engage the services of any subcontractor, subconsultant, or independent contractor on any work related to this Agreement if the subcontractor, subconsultant, or independent contractor, or any employee or agent of such, has an actual or apparent conflict of interest related to work or services contemplated under this or any Agreement between Contractor and the Cities Association.

If at any time during the term of this Agreement Contractor becomes aware of a conflict of interest, whether actual or potential, in connection with the work performed hereunder, Contractor shall immediately provide notice to the Cities Association. This notice shall be written and shall provide the facts and circumstances giving rise to this conflict of interest, the parties involved, and when Contractor became aware of such a conflict of interest. In addition, Contractor's written notice will also propose suggestions for addressing or eliminating the conflict of interest. If at any time during the period of performance of this Agreement, the Cities Association becomes aware of a conflict of interest in connection with Contractor's performance of the work hereunder, the Cities Association shall notify Contractor in writing. In the event notice of a conflict is presented, whether disclosed by Contractor or discovered by the Cities Association, the Cities Association will consider the conflict presented and any alternatives or suggestions proposed and meet with Contractor to determine an appropriate course of action. The Cities Association's determination as to the manner in which to address the conflict shall be final.

Failure to comply with this section may subject Contractor to damages, including attorney's fees, incurred by the Cities Association in addressing conflicts that arise out of work performed by Contractor, or to termination of this Agreement for breach.

**14. Nondisclosure of Confidential Information**

The Cities Association may, to enable performance under this Agreement, be required to make available to Contractor certain confidential, non-public or proprietary information ("Confidential Information") for purposes of carrying out this Agreement or other agreements entered into as a result of this Agreement, such as a Scope of Work. Confidential Information may be tangible, intangible, visual, oral, written, and/or electronic information, present or future, and includes: 1) proprietary information learned through inspection of drawings, specifications or equipment; 2) descriptions of proprietary processes, designs, functionality or know-how; 3) proprietary software, programming data, code or information; and 4) other information disclosed in writing and marked as "Confidential" or with a similar notice. As between the Cities Association and Contractor, Confidential Information shall remain the sole and exclusive property of the Cities Association, and no license or other rights to Confidential Information or any works deriving from Confidential Information is granted or implied hereby.

Confidential Information does not include information that: 1) is now or subsequently becomes generally available to the public through no fault of Contractor; 2) Contractor can demonstrate to have had rightfully in its possession prior to disclosure by the Cities Association or its contractors, vendors or licensors; 3) Contractor rightfully obtains from a third party who has the right to transfer or disclose it; or (4) is required to be disclosed by law or applicable legal process.

Contractor agrees to take all necessary and reasonable precautions to maintain the confidentiality of Confidential Information and agrees not to use, copy, distribute or disclose such Confidential Information except for the business purpose underlying this Agreement, except as authorized in writing by the Cities Association. Contractor further agrees to disclose Confidential Information only to its directors, officers, employees and consultants who need to know such information, and who have agreed to be bound by the terms and conditions of this Agreement.

Promptly upon the request of the Cities Association, at any time and for any reason, the Contractor shall destroy or return to the Cities Association all documents, computer files and other tangible materials that contain Confidential Information. These obligations survive the termination of this Agreement, unless otherwise agreed in writing by the Cities Association.

**15. Retention of Records; Right to Monitor and Audit**

(a) Contractor shall maintain all required records relating to services provided under this Agreement for three (3) years after the Cities Association makes final payment and all other pending matters are closed, and Contractor shall be subject to the examination and/or audit by the Cities Association, a Federal grantor agency, and the State of California.

(b) Contractor shall comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by the Cities Association.

(c) Contractor agrees upon reasonable notice to provide to the Cities Association, to any Federal or State department having monitoring or review authority, to the Cities Association's authorized representative, and/or to



any of their respective audit agencies access to and the right to examine all records and

(d) documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

**16. Merger Clause; Amendments**

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated by reference, constitutes the sole Agreement of the parties to this Agreement and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications or amendments shall be in writing and signed by the parties.

**17. Controlling Law; Venue**

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be venued either in the Santa Clara County Superior Court or in the United States District Court for the Northern District of California.

**18. Notices**

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via facsimile to the telephone number listed below or transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of the Cities Association, to:

Name/Title: Andi Jordan, Executive Director  
Address: PO Box 3144, Los Altos  
Telephone: 408.766.9534  
Email: andi@citiesassociation.org

the case of Contractor, to:

Name/Title: Joshua Abrams, Principal  
Address: 2635 Benvenue Avenue, Berkeley, CA4704 9  
Telephone: (510) 761-6001  
Email: abrams@bdplanning.ocm

**19. Electronic Signature**



## Exhibit A — Scope of Services

The Scope of Services covered below are intended to help initiate and facilitate collaborative activities related to housing in the jurisdictions of Santa Clara County. This effort is structured so that a shared funding long-term approach can be developed between the jurisdictions. The process is intended to help jurisdictions:

- (1) **Save money, time and resources** by sharing costs between all jurisdictions.
- (2) **Maintain & facilitate relationships** with non-profits, affordable housing advocates, and key governmental organizations (e.g. Housing and Community Development Department, DOH, Association of Bay Area Governments) and other groups as necessary (non-profits, affordable housing advocates as appropriate.)
- (3) **Share information and tailor choices to jurisdiction needs** while providing a structure for the comprehensive sharing and discussion of housing information, policy choices, and best practices (and options) tailored to a range of choices to fit each jurisdiction's conditions and needs.
- (4) **Provide support staffing and resources in a long-term, non-advocacy role** to assist jurisdictions individually and in total in addressing state law requirements and important housing challenges in Santa Clara County.
- (5) **Function as an extension of jurisdiction staff** to quickly respond to housing issues and questions as they arise and to provide a clearinghouse of housing information. Provide valued assistance in addressing housing challenges to the 16 jurisdictions in Santa Clara County (state laws, housing elements, Accessory Dwelling Units, etc.).
- (6) Assist in undertaking **initial organizing structure, meetings and materials** between The Cities Association of San Clara County, the 15 cities and Santa Clara County, and others as determined.
- (7) Collaborate to identify potential sources of **long-term funding and implementation**.

The overall intent of the Scope of Services is to assist with organizing and implementing a collaborative effort involving the 16 Santa Clara County jurisdictions (referred to in this contract as the "Collaborative", with an official name to be decided in the future by

participating jurisdictions) to address housing challenges. The overall direction and leadership of the Collaborative is led by the participating jurisdictions. As a result, this scope of work is intended to provide general guidance on the direction of the collaborative, with specific activities and topics for collaboration to be decided by participating jurisdictions. All jurisdictions shall receive the same level of service and attention, while jurisdictions that request additional capacity for collaborative projects or seek support on topics not selected by the collaborative will not be covered within this scope of work. This scope of work covers the twelve-month time period between February 2020 and February 2021. The total cost to implement this scope of work over the twelve months is \$50,000.

In consideration of the monthly payments set forth in Exhibit B, Contractor shall provide the following services:

### **Roles and Responsibilities**

Most of the work identified in the tasks below will be undertaken by Baird + Driskell staff. Assistance will be needed from The Cities Association of San Clara County for the following work items: (1) Contact information for housing and planning staff who will attend meetings; (2) website assistance; (3) meeting logistics and coordination in the beginning; (4) outreach; (5) coordination on scheduling, directions, etc.; (6) coordination with jurisdictions; and (7) development of long-term funding mechanisms.

We also recommend the formation of an Executive Committee made up of approximately five staff representatives from the cities to advise on directions for the Collaborative and to provide feedback on meetings and directions for the work. The Executive Committee would meet (by phone) prior to Meeting #2 and Meeting #3 of the Collaborative

### **Scope of Work Tasks**

#### Ongoing Tasks (Every Month)

1. Maintain website including posting all meeting handouts and presentation materials (based on capacity, material may be posted on a cloud-based file sharing service, such as Dropbox, rather than a unique Santa Clara County- specific website, such as the Cities Association website).
2. Continue to build list-serve
3. Coordinate with Cities Association staff (Andi Jordan), et al. and Executive Committee, as directed
4. Emails, memos, etc.

5. Respond to questions and requests for information on issues prioritized by the Collaborative (does not include individual priorities from specific jurisdictions). Note: Baird + Driskell will take care to ensure they are not providing a disproportionate amount of time to any one jurisdiction.

#### March Tasks

1. Build out list-serve and contact lists
2. Send out survey of potential topics to prioritize in preparation for Meeting #1
3. Conduct 3-5 interviews with cities in preparation for Meeting #1
4. Schedule the first collaborative meeting
5. Send out email introduction
6. Build out page on website
7. Prepare for Meeting #1

#### April Tasks

1. Continue to prepare for Meeting #1
2. Meeting #1 preliminary structure:
  - a. New state laws presentation
  - b. How the organization will work
    - i. Collaborative context
    - ii. Name
    - iii. Goals meeting schedule
    - iv. Logistics
  - c. Review optional tasks and examples
    - i. ADUs
    - ii. Other state laws
    - iii. RHNA expectations
    - iv. Sites inventory
    - v. Housing Elements
    - vi. Eligible activities listed in the Local Early Action Planning Grants Program (LEAP)
3. Meeting #1 follow up
  - a. Summary
4. Update website

#### May Tasks

1. Work on products based on jurisdictions direction form Meeting #1
2. Strategize long-term funding for the collaborative

3. Call with “Executive Committee”
  - a. Products

- b. Direction/strategy
- c. Meeting 2 plan

#### June Tasks

1. Meeting #2
  - a. Guest speaker
  - b. Topic of jurisdictions' choice from first meeting
  - c. Determine if the Collaborative should continue after first year, and if so in what form.
2. Work on products

#### July Tasks

1. Work on products
2. Call with Executive Committee
3. Preparation for Meeting #3
4. Work on long-term funding options

#### August Tasks

1. Continue preparation for Meeting #3
2. Continue work on long-term funding options
3. Meeting #3
  - a. Second topic or more on the first topic
  - b. Going forward conversation

Optional (Based on additional funding to support activities from September 2020 – February 2020):

#### September – October Tasks

1. Continue preparation for Meeting #4
2. Meeting #4
  - a. Topic(s) selected by participating jurisdictions
  - b. Going forward conversation

#### November - December Tasks

1. Continue preparation for Meeting #5
2. Meeting #5
  - a. Topic(s) selected by participating jurisdictions
  - b. Going forward conversation

January – February (2020) Tasks



1. Continue preparation for Meeting #6
2. Meeting #6
  - a. Topic(s) selected by participating jurisdictions
  - b. Going forward conversation

Exhibit B — Budget

In consideration of the services provided by Contractor described in Exhibit A and subject to the terms of the Agreement, the Cities Association shall pay Contractor based on the following fee schedule and terms as identified the overall budget, distribution of total hours by task and month, and the amount to be billed to the Cities Association monthly.

Modifications to the monthly billing tables may be made separately, without amendment to this agreement, through agreement between the Cities Association, or designee, and the Contractor. The costs below are based on an hourly rate of \$190 hour for Principal, \$180 for Senior Project Manager and \$170 for Project Associate.

Invoices will be sent following each phase to be paid in lump sums.

**Budget**

<u>Month</u>	<u>Hours</u>	<u>Costs</u>
March 2020	45	\$8,333
April 2020	45	\$8,333
May 2020	45	\$8,333
June 2020	45	\$8,333
July 2020	45	\$8,334
August 2020	45	\$8,334
Sept. – Oct. 2020*	TBD	TBD
Nov. – Dec. 2020*	TBD	TBD
Jan. – Feb. 2021*	TBD	TBD
<b>Total</b>	<b>270</b>	<b>\$50,000</b>

\*Additional scope from September–February 2021 to be determined based on additional funding.

City Selection Committee Appointees						
first name	last name	jurisdiction	appointment	term	expires	
Lisa	Matichak	Mountain View	ALUC	4 years	May-24	up for reelection
Glenn	Hendricks	Sunnyvale	ALUC	4 years	May-24	
Liz	Gibbons	Campbell	ABAG	2 years	June-22	
Chris	Clark	Mountain View	ABAG	2 years	June-22	term out
Rod	Sinks	Cupertino	ABAG - alternate	2 years	June-22	term out
			ABAG - alternate	2 years	June-22	
Rod	Sinks	Cupertino	BAAQMD	2 years	November-20	term out
Liz	Kniss	Palo Alto	BAAQMD	2 years	March-22	term out
Cricket	Rubino	Morgan Hill	Sourcewise	2 years	June-20	
Rich	Constantine	Morgan Hill	LAFCO		May-24	
Russell	Melton	Sunnyvale	LAFCO - Alternate		May-24	up for reelection
Jeannie	Bruins	Los Altos	MTC		February-23	term out
Larry	Klein	Sunnyvale	SCC Local Board: Cal-id/RAN	ongoing		up for mayor v. Nancy Smith
Rob	Rennie	Los Gatos	OAC: South County & West Valley Cities		September-21	
Debi	Davis	Santa Clara	OAC: Central County Cities		September-21	term out
Lydia	Kou	Palo Alto	OAC: North County Cities		December-20	up for reelection
Liz	Gibbons	Campbell	OAC-Alternate: South County & West Valley Cities		September-21	
Russell	Melton	Sunnyvale	OAC-Alternate: Central County Cities		September-21	up for reelection
vacant			OAC-Alternate: North County Cities		September-20	
Lisa	Matichak	Mountain View	SVRIA		October-21	up for reelection
Debi	Davis	Santa Clara	SVRIA - Alternate		October-21	term out
Kathy	Watanabe	Santa Clara	RWRC: Central County		July-23	up for reelection
Nancy	Smith	Sunnyvale	RWRC: Smart Station		January-22	running for mayor v larry klein
			RWRC: Member at large		January-22	vacant
Susan	Landry	Campbell	RWRC: Member at large		January-21	
Mary-Lynne	Bernald	Saratoga	RWRC: West Valley		September-22	
		Gilroy	RWRC: South County		July-23	vacant
Rod	Sinks	Cupertino	RWRC: (North County)		April-22	term out
Glenn	Hendricks	Sunnyvale	Measure A (2016 Housing Bond)	3 yrs	June-22	
Larry	Klein	Sunnyvale	Countywide Redevelopment Successor Agency	ongoing		running for mayor vs. Nancy Smith
Dave	Sykes	San José	Countywide Redevelopment Successor Agency - Alte	ongoing		
Neysa	Fligor	Los Altos	ABAG Regional Planning Committee		June-22	
Nancy	Smith	Sunnyvale	Women's Equality 2020 Leadership Council	until event		ex-officio

**NAME OF ORGANIZATION:** SF BAY CONSERVATION AND DEVELOPMENT COMMISSION (BCDC)

**Name of Contact Person:** Jessica Fain  
**Phone:** 401-924-1197 (cell); 415-352-3867 (office)  
**Email:** [Jessica.fain@bcdc.ca.gov](mailto:Jessica.fain@bcdc.ca.gov)  
**Presenters:** Jessica Fain, Dana Brechwald

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

Bay Adapt is an initiative to establish regional agreement on the actions necessary to protect people and the natural and built environment from rising sea levels. Through this collaborative action-setting initiative, Bay Area regional, local and community leadership have drafted a Joint Platform – a set of shared actions -- that will allow the Bay Area to adapt better and adapt faster to a rising Bay. In November and December, we are reaching out to city, county and community leaders across the Bay Area to seek feedback on and gain support for the draft Joint Platform

Ideally, we would present this to the Cities Association at their November meeting (11/12).

Visit [www.bayadapt.org](http://www.bayadapt.org) for more info.

**RELEVANCE TO THE CITIES ASSOCIATION:**

Adaptation to sea level rise will primarily occur at the local level. However, local action alone will lead to insufficient outcomes both locally and regionally. The Bay Adapt Joint Platform represents a roadmap, comprised of actions, for coordinated Bay Area sea level rise adaptation. It seeks to tackle the governance, financing, planning, and legislative challenges that stand in the way of coordinated, accelerated adaptation to sea level rise both locally and regionally. If implemented, the actions that make up the Joint Platform will guide the region towards common goals, identify how to pay for adaptation, empower cities and counties to become more resilient, and reduce risks from flooding for all Bay Area residents, ecosystems, the economy, and our built environment.

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

Feedback, and, ideally, support.

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

We will be sharing the draft Joint Platform document, including an Executive Summary, in early November. We will also have a PowerPoint presentation.