

Executive Board Meeting Agenda

Virtual Meeting via Zoom April 2, 2021 | 3:00 pm

Register for Zoom webinar [HERE]

Meeting also livestreamed on YouTube [HERE]

Note:

- Item 2c amended 3/31/21 at 3:40pm
- Item numbers updated 3/31/21 at 5:30pm
- 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.

1.	Welcome and Roll Call – (Sayoc, 3 PM)
2.	Consent Agenda
2a.	Approval of minutes from March 5, 2021 Attachment: <u>Minutes</u>
2b.	Approval of SCSC Roundtable Invoice for \$600.00 for a YTD total of 105,271.25 <i>Attachment:</i> Invoice
2c.	Authorize the Executive Board President to approve and execute a legal counsel engagement agreement with Kirsten Powell in substantially the same form as attached for one SCSC Roundtable meeting.
	Attachment: Attorney-Client Fee Contract
3.	FY 2022 Budget – Discussion and Recommendation to Board of Directors
4.	May General Membership Meeting
	 Proposed topics: COVID-19 Resiliency & Recovery by National Economic Education Delegation (recommended by SCCCMA) Bystander Training Discussion of whether to include a food and beverage option recommendation to the Board of Directors.
	Attachment: Sample Presentation by National Economic Education Delegation
5.	Establish Board of Directors Meeting Agenda for April 8, 2021
	 Proposed agenda: Consent (minutes) Committee Reports Legislative Action Committee

- Other committees
- Presentation from Ahmad Thomas, CEO of Silicon Valley Leadership Group (invited)
- Bystander Training (invited for April or May)
- Santa Clara/Santa Cruz Roundtable Update
- Budget FY 2022 (Fligor/Jordan)
- Other

6. Public Comment

7. SCCCMA Update (Prevetti)

8. Executive Director Update (Jordan)

- Organizational status update
- May General Membership Meeting

9. Adjournment (Sayoc)

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 audin@citiesassociation.org

- Emails will be forwarded to the Executive Board of Directors
- 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:

- 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. Notification at least three business days prior to the meeting will allow us to best meet your needs.



Executive Board

Meeting Minutes

March 5, 2021 | 3:00pm Virtual Meeting via Zoom

Meeting recording available on YouTube [here]

Discussion and action may be taken on any agenda item. Times are approximate.

	WELCOME AND ROLL CALL (Sayoc, 3:00pm)
	Members in attendance:
	Marico Sayoc, President
	 Chappie Jones, 1st Vice President
	 Margaret Abe-Koga, 2nd Vice President
	 Neysa Fligor, Secretary-Treasurer
	 Rich Constantine, Legislative Action Committee Chair
	Larry Klein, Former President
	Others in attendance:
	Andi Jordan, Executive Director
	Laurel Prevetti, Los Gatos Town Manager
	Steve Preminger, SCC Director of Strategic and Intergovernmental Affairs
	Kat Wellman, Counsel
	Morin Jacob
	Hung Wei, Cupertino City Councilmember
	Dylan Gilbert
	Robert Jones
	 Martynas Česnauskas
	Alexander Kiss
	Nathan Cargill
	PUBLIC COMMENT
	No public comment was received.
	CLOSED SESSION
1.	Conference With Legal Counsel – Anticipated Litigation
	Significant exposure to litigation pursuant to Government Code Section 54956(d)(2): (1 potential case - allegations of hostile work environment)

OPEN SESSION (Sayoc, 3:30pm)

2. Report out from Closed Session

3. Consent Calendar

a) Approval of Executive Board Meeting minutes from February 5 and 24, 2021 Attachments: February 5, 2021 Draft Minutes

February 24, 2021 Draft Minutes

Motion to approve by Jones. Seconded by Abe-Koga.

Motion passed 6-0-0-0.

4. SCSC Roundtable

Direction to Ad Hoc Committee and SCSC Roundtable regarding consultant use, meetings, and communication.

Motion to approve proposed flow of communication* by Jones. Seconded by Klein.

Motion passed 6-0-0-0.

*Description of proposed flow of communication, as stated by Jones in meeting: In regards to communication during this interim period while CASCC serves as project managers for the SCSC Roundtable, information will be funneled in writing through the Board's 1st Vice President (Jones). Consultant use will also be funneled through the 1st Vice President in consultation with the Board President (Sayoc). No activity or meetings will be permissible until a lawyer is assigned.

5. Racial Justice

Discussion of issue, committee composition, and potential recommendation to Board of Directors.

Motion by Jones for the Executive Board to propose a resolution at the March 11, 2021 Board of Directors meeting regarding racial justice that is similar to the County's. Agenda item to also include discussion of presenting the issue at the Association's May General Membership Event. Seconded by Abe-Koga.

Motion passed 6-0-0-0.

6.	Board	l of Directors Agenda Planning
	Propo	osed Agenda as follows:
	١.	Committee Reports
		a. Legislative Action Comitteee
		b. SCSC Roundtable (or consent)
		c. Organizational status update
	١١.	Housing Trust – meet the new CEO (15 min)
	III.	Diversity, Equity, & Inclusion – invite Jeff Rosen and Evan Low
	IV.	Women's History Month
	V.	Other
	PUBL	IC COMMENT
	ADJO	URNMENT (Sayoc, 4:00pm)

Respectfully submitted, Audin Leung Clerk of the Board



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

INVOICE

Andi Jordan Executive Dire	ctor tion of Santa Cla	ro Coupty	March 25, 2021 Invoice No:	162698	
PO Box 3144	lion of Santa Cia		Project Manager	r: Christopher S	Sequeira
Los Altos, CA	94024				
Project <u>Professional Serv</u>	D201801353.0 <u>ices from Febru</u>	2 SCSC Roundtable Facilitat ary 1, 2021 to February 28, 2021	ion-FY 2020-2021		. .
Task	0000001	Prepare for, facilitate, and Follow-up	-		
Billing Limits		Current	Prior	To-Date	
Total Billings Limit		0.00	48,288.75	48,288.75 90,000.00	
Remaining	1			41,711.25	
			TOTAL THIS TA		0.00
	0000002	Roundtable Meeting Planning			
Billing Limits		Current	Prior	To-Date	
Total Billings Limit Remaining]	0.00	5,160.00	5,160.00 6,000.00 840.00	
			TOTAL THIS TA	SK:	0.00
 Task	0000003	Support Work Plan Assignments			
Billing Limits		Current	Prior	To-Date	
Total Billings Limit Remaining		0.00	41,606.25	41,606.25 45,000.00 3,393.75	
Kennanning	3		TOTAL THIS TA		0.00
 _	0000004	Respond to Inquiries			
Billing Limits		Current	Prior	To-Date	
Total Billings Limit Remaining	J	0.00	3,303.75	3,303.75 13,000.00 9,696.25	
			TOTAL THIS TA	SK:	0.00
 Task	0000005	Prepare/Post Website Content			
Billing Limits		Current	Prior	To-Date	
Total Billings Limit Remaining]	0.00	4,612.50	4,612.50 18,000.00 13,387.50	

Project	D201801353.02	SCSC Roundtal	ble Facilitation-FY	2020-20	Invoice	162698
				TOTAL THIS	TASK:	0.00
 . Task	0000006	Other Direct Costs	s(ANR, Website Su	upport, Letter Trac	 ker)	
Reimbursa	able Expenses					
Project	t Materials				600.00	
	Total Reim	bursables		1.0 times	600.00	600.00
Billing Lim	nits		Current	Prior	To-Date	
Total E	Billings		600.00	1,700.00	2,300.00	
Lir	nit				8,000.00	
Re	emaining				5,700.00	
				TOTAL THIS	TASK:	\$600.00
			TOT	TAL INVOICE AM	OUNT	\$600.00
Outstandir	ng Invoices					
	Number	Date	Balance			
	161816	2/22/2021	11,391.25			
	Total		11,391.25			
		Current	Prior	Total		
Billings to	Date	600.00	104,671.25	105,271.25		
Remit to:						
ESA						

P.O. Box 92170 Elk Grove, IL 60009

TIN #: 94-1698350





INVOICE

BILL TO	INVOICE # 1355
Steve Alverson	DATE 03/01/2021
SCSC Roundtable	DUE DATE 03/01/2021
	TERMS Due on receipt

DESCRIPTION	QTY	RATE	AMOUNT
ProudCity Standard Plan Annual Subscription	12	50.00	600.00
Please make your check out to ProudCity Inc. and promptly send to the address at the top of the invoice.	BALANCE DUE		\$600.00

LOGAN & POWELL LLP 15466 LOS GATOS BLVD., SUITE 109 LOS GATOS, CA 95032 (408) 402-9542

March 31, 2021

ATTORNEY-CLIENT FEE CONTRACT

This ATTORNEY-CLIENT FEE CONTRACT ("Contract") is entered into by and between the Cities Association of Santa Clara County, referred to as "Client", and Logan & Powell LLP, hereinafter "Attorney".

1. CONDITIONS. This Contract will not take effect, and Attorney will have no obligation to provide legal services until Client returns a signed copy of this Contract to Attorney.

2. SCOPE AND DUTIES. Attorney agrees to provide legal services to assist Client with facilitating the meetings of the Santa Clara/Santa Cruz Roundtable. Client shall be truthful with Attorney, cooperate with Attorney, keep Attorney informed of developments, abide by this Contract, promptly pay Attorney's fees and keep Attorney advised of Client's address, telephone number and whereabouts.

3. DEPOSIT. Client shall deposit \$0.00, and shall promptly pay all invoices for services and costs as specified in Section 6. Should the scope of representation expand into litigation, Attorney reserves the right to increase the amount of the deposit. Client hereby authorizes Attorney to use deposit for costs, expenses and services rendered to or on behalf of Client. Any unused portion will be refunded to Client at the conclusion of Attorney's services.

4. LEGAL FEES. Client agrees to pay for legal services at the following rates:

Partner	\$275	per hour
Sr. Associate	\$200	per hour

Attorney charges in minimum units of .1 hours. The rates are subject to change with 90 days written notice.

5. COSTS AND EXPENSES. In addition to paying legal fees, Client shall reimburse Attorney for all costs and expenses incurred by Attorney, including, but not limited to, technical consultants, process servers' fees, fees fixed by law or assessed by courts or other agencies, court reporters' fees, long distance telephone calls, messenger and other delivery fees, postage, facsimile, online computer research fees, in-office photocopying at \$.25 per copy, parking, mileage at \$.58 per mile, investigation expenses, consultants' fees, expert witnesses fees, and other similiar items. Client authorizes Attorney to incur all reasonable costs and to hire any investigators, consultants or expert witnesses reasonably necessary in Attorney's judgment.

6. PAYMENT OF FEES. Attorney shall provide Client with monthly statements for all fees and costs incurred during the preceding month. Client shall pay Attorney's services and expenses within 30 days after each statement date. Failure to pay the full amount of fees and costs within the 30 day period shall be grounds for termination of Attorney's services. A late charge in the amount of 1-1/2% per month will be applied to all amounts not paid within the 30 days.

7. LIEN. Client hereby grants Attorney a lien on any and all claims or causes of action that are the subject of Attorney's representation under this Contract. Attorney's lien will be for any sums due and owing to Attorney at the conclusion of Attorney's services. The lien will attach to any recovery Client may obtain, whether by arbitration award, judgment, settlement or otherwise.

8. DISCHARGE AND WITHDRAWAL. Client may discharge Attorney at any time. Attorney may withdraw with Client's consent or for good cause. Good cause includes Client's breach of this Contract; Client's refusal to cooperate with Attorney or to follow Attorney's advice on a material matter or any other fact or circumstance that would render Attorney's continuing representation unlawful or unethical.

9. CONCLUSION OF SERVICES. When Attorney's services conclude, all unpaid charges shall become immediately due and payable. After Attorney's services conclude, Attorney will, upon Client's request, deliver Client's file to Client along with any Client funds or property in Attorney's possession.

10. CLIENT FILES. After closing Client's legal files, Attorney will retain files per the following schedule:

- a) Non-litigation files will be kept for a period of two (2) years; and
- b) Litigation files will be kept for a period of five (5) years.

If Client desires files or wants Attorney to retain files longer than the above schedule, Client will advise Attorney, in writing, prior to the expiration of the file retention period.

11. DISCLAIMER OR GUARANTEE. Nothing in this Contract and nothing in Attorney's statements to Client are to be construed as a promise or guarantee about the outcome of Client's matter. Attorney makes no such promises or guarantees. Attorney's comments about the outcome of Client's matter are expressions of opinion only.

12. ENTIRE AGREEMENT. This Contract contains the entire understanding between the parties with respect to the subject matter. There are no representations, agreements or understandings, whether oral or written between or among the parties relating to the subject matter of this Agreement, which are not fully expressed herein.

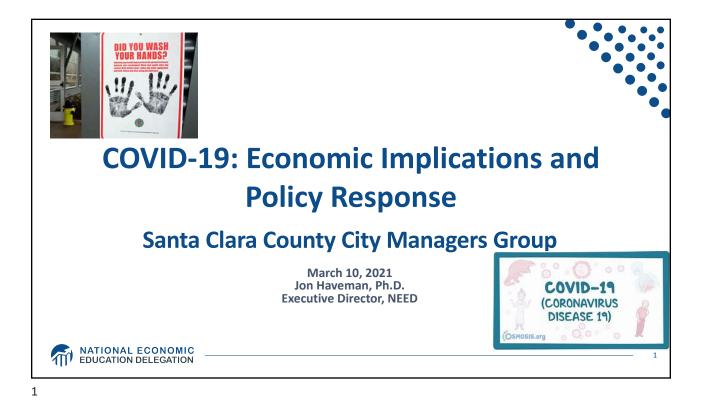
13. EFFECTIVE DATE. This Contract will take effect when Client has performed the

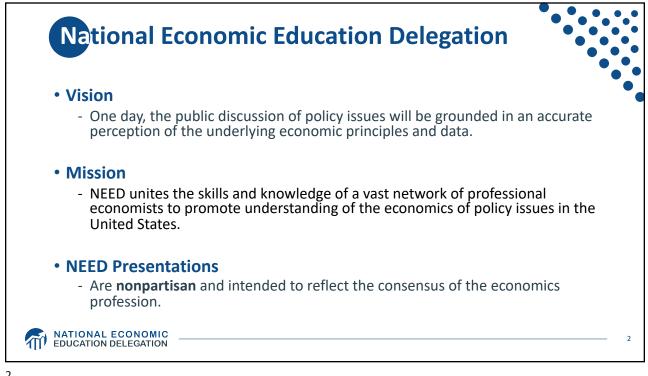
conditions stated in Section 1, but its effective date will be retroactive to the date Attorney first provided services. The date at the beginning of this Contract is for reference only. Even if this Contract does not take effect, Client will be obligated to pay Attorney the reasonable value of any services Attorney may have performed for Client.

CLIENT: Cities Association of Santa Clara County ATTORNEY: Logan & Powell, LLP

By:_____

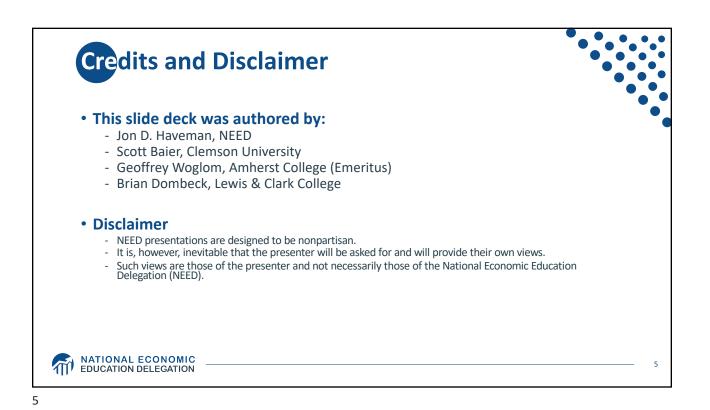
Kirsten M. Powell, Managing Partner

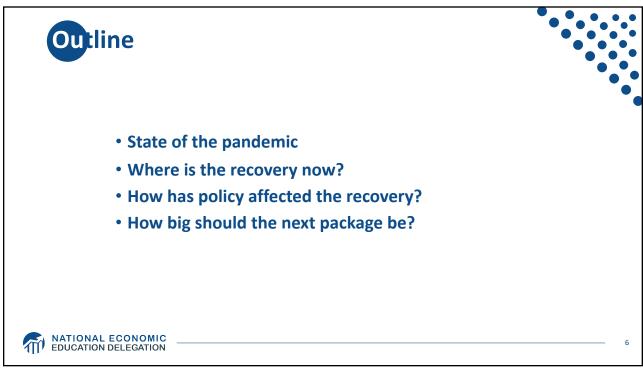


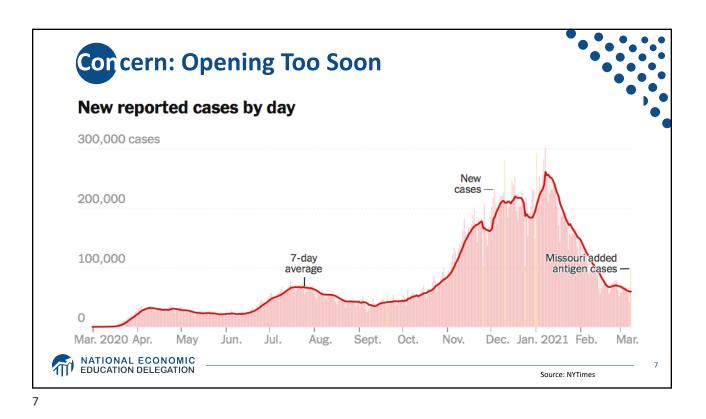


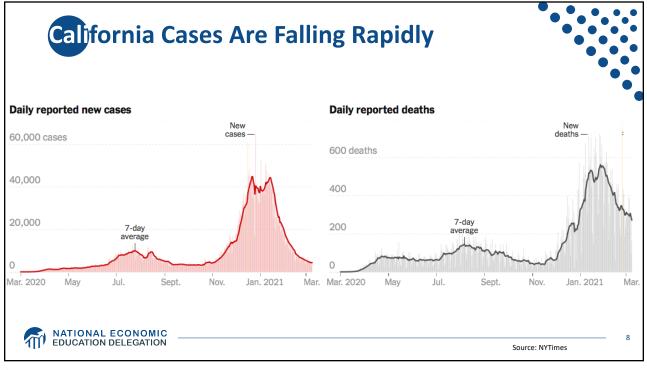


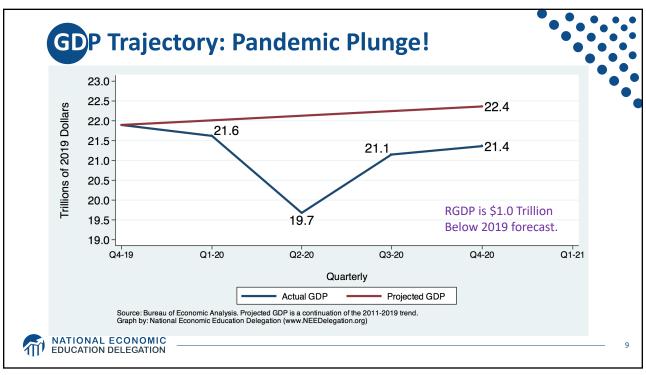




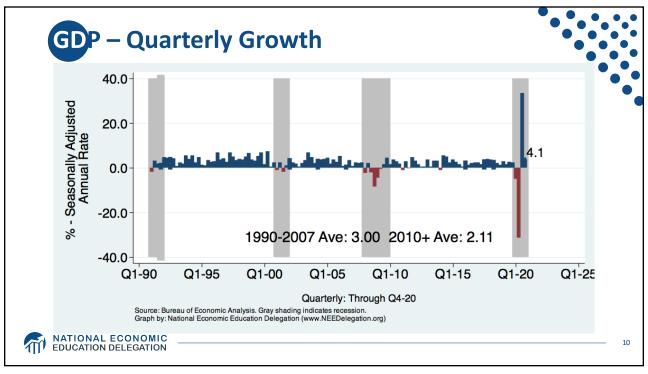


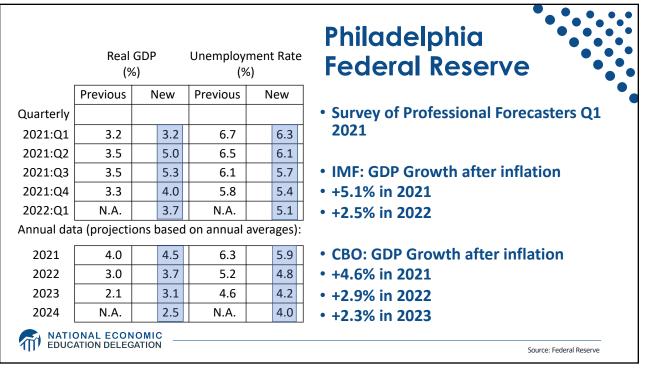




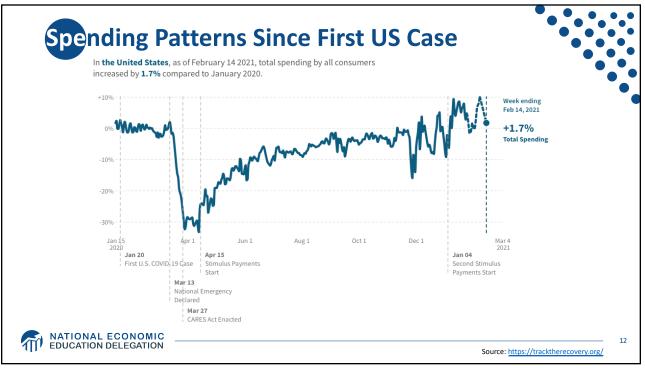


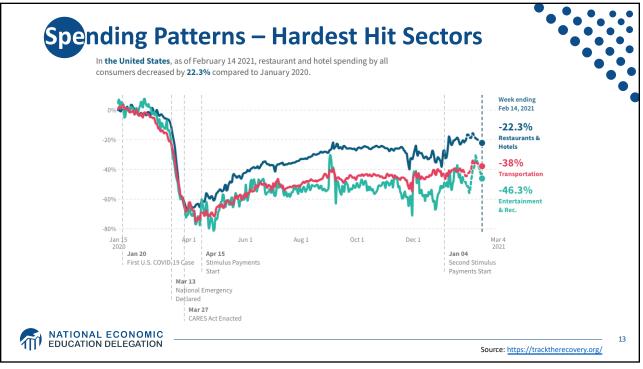




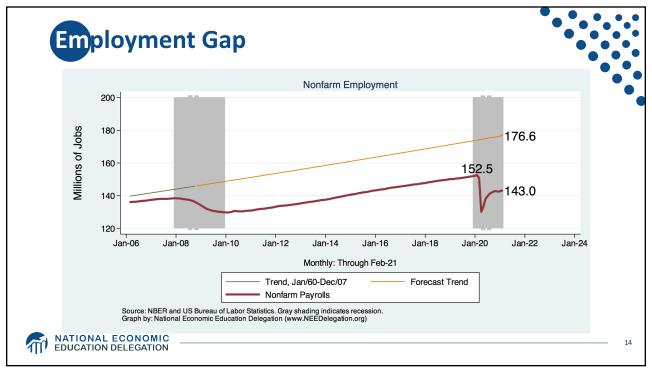


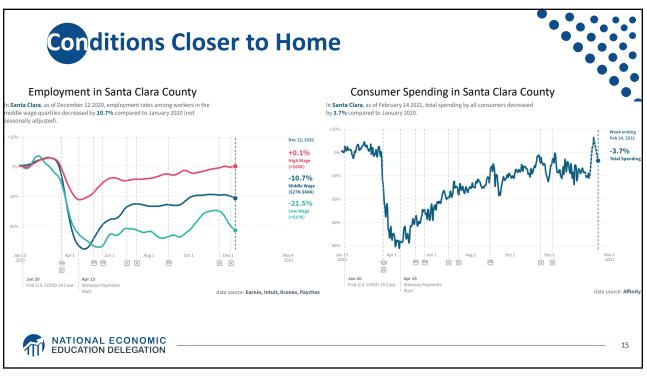




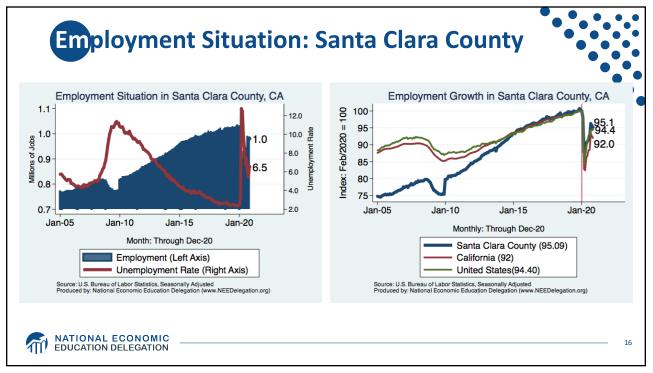


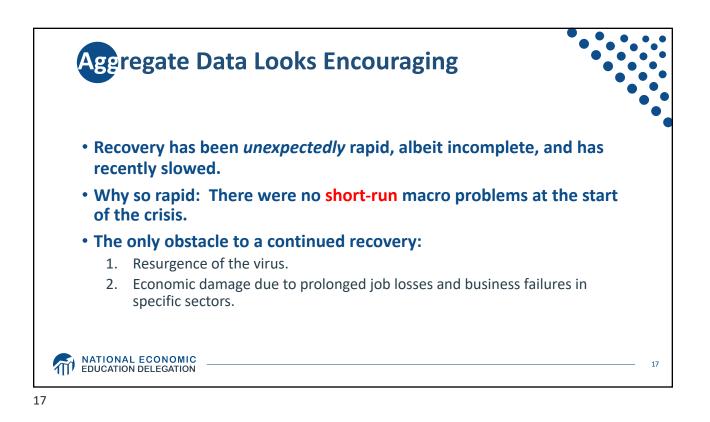


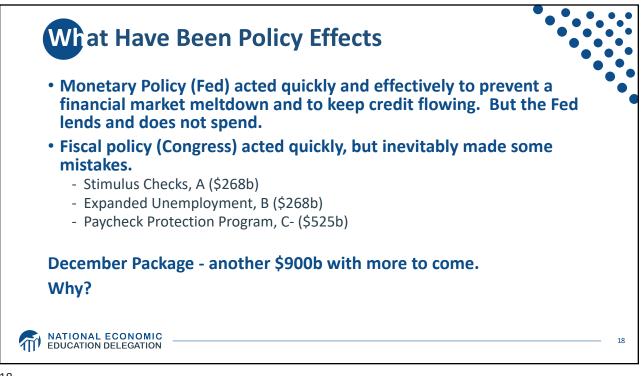


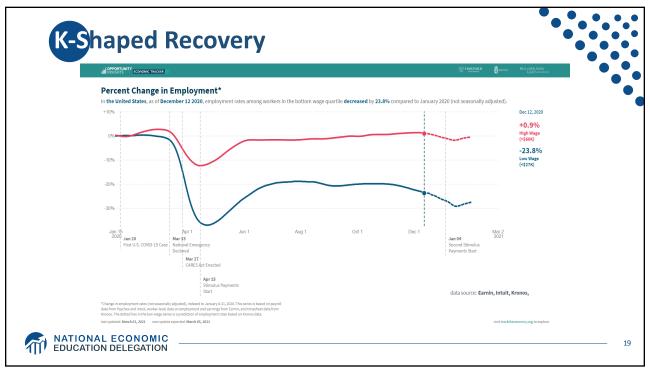


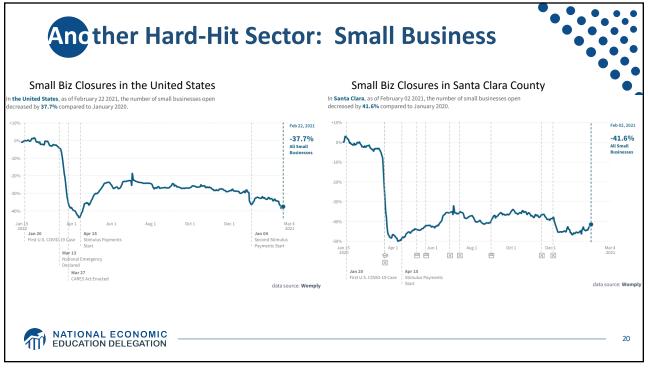
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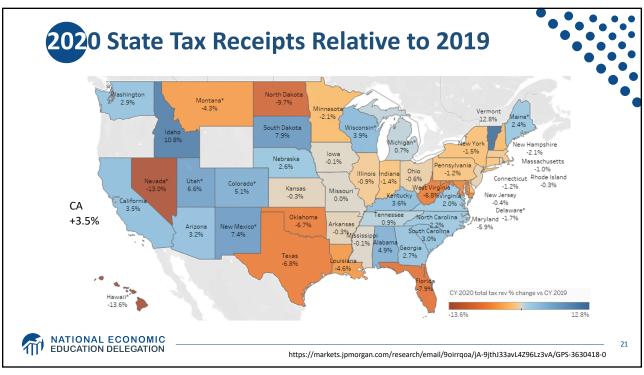




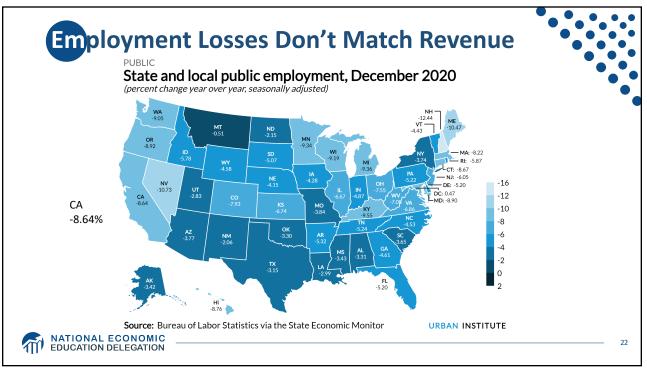


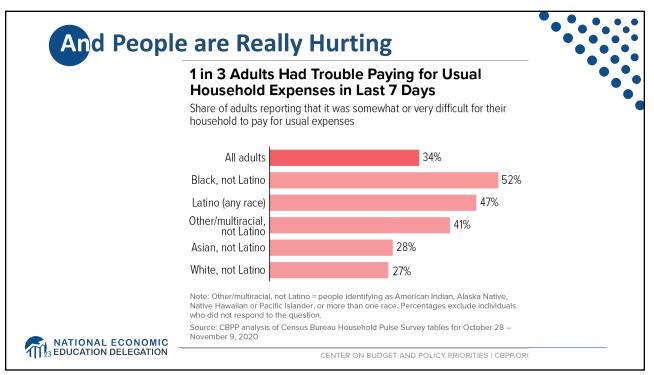






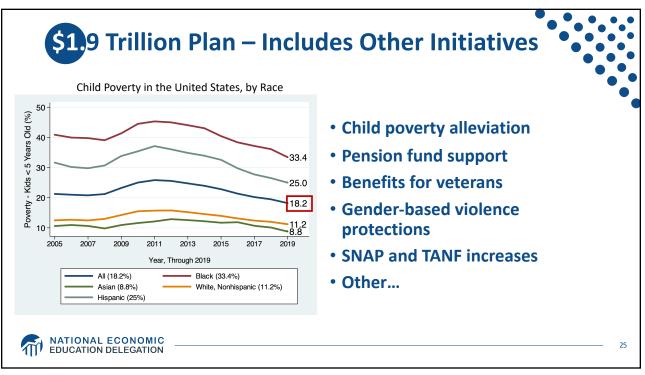


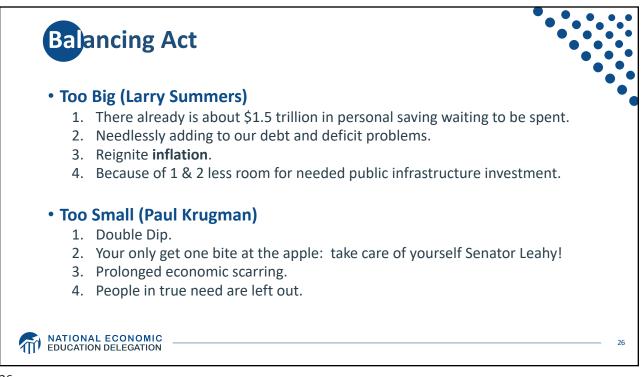


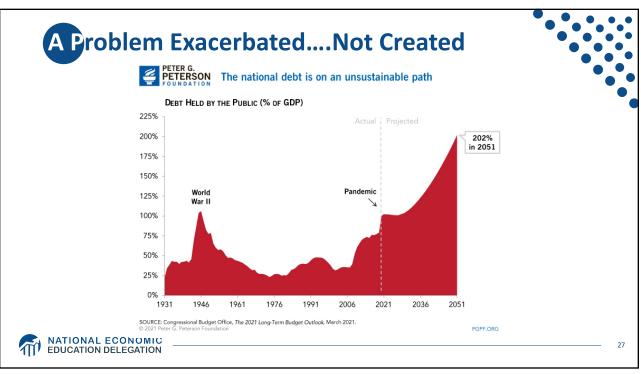




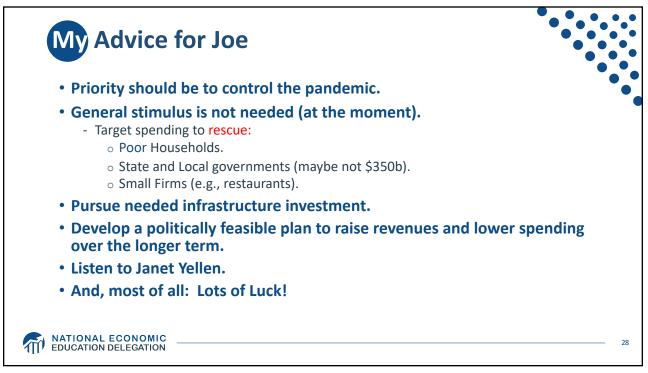
•, What's The Problem: Go Big!				
Direct Payments	\$465 billions	\$220	\$245	
Aid to State and Local Governments	\$350	0	\$350	
Pandemic Unemployment	\$350	\$130	\$220	
School Reopening	\$170	\$20	\$150	
Vaccines	\$160	\$160	0	
Expand Child Tax Credit	\$120	0	\$120	
Rent and Landlord Support	\$30	0	\$30	
Child Care Providers	\$25	\$20	\$5	
Other	~\$200	\$68	\$132	
Total	\$1,870	\$618	\$1,252	

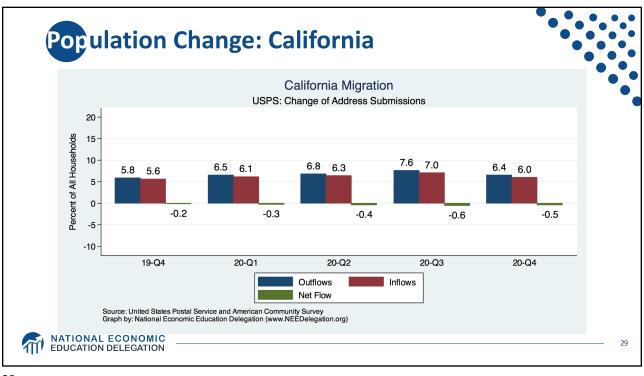




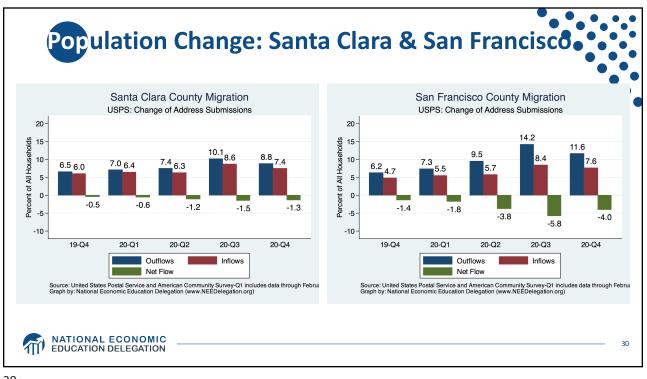


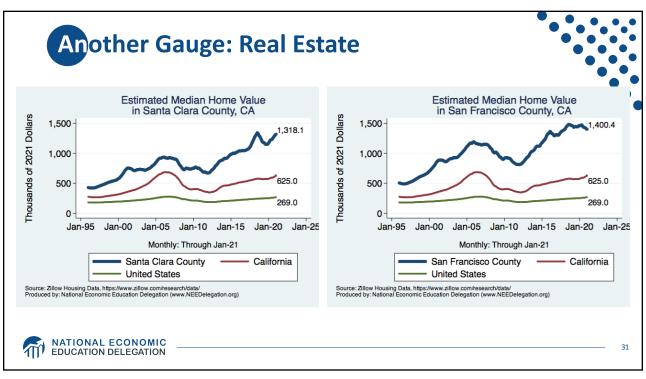
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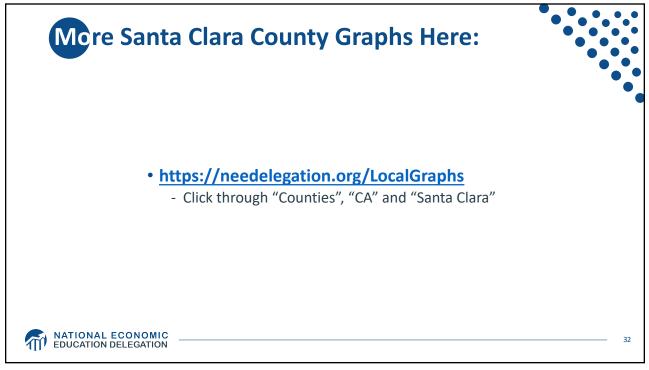




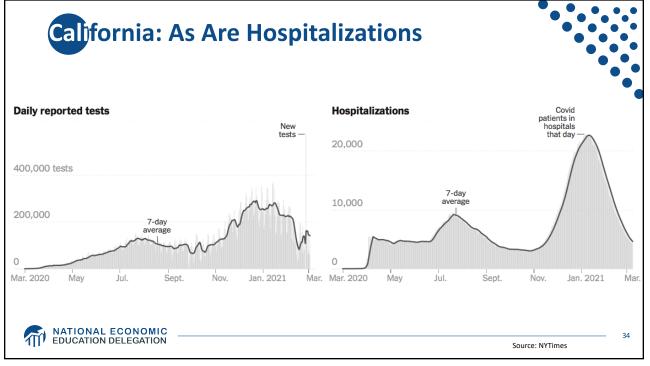


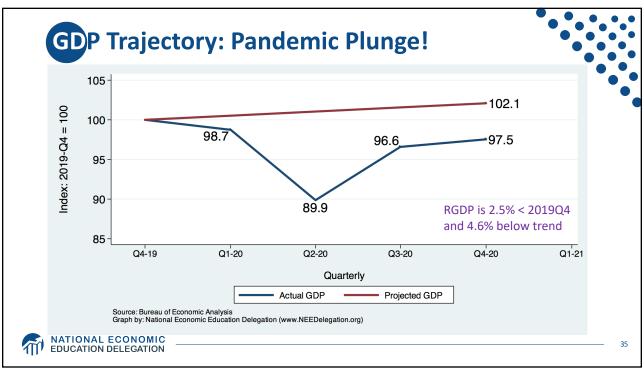


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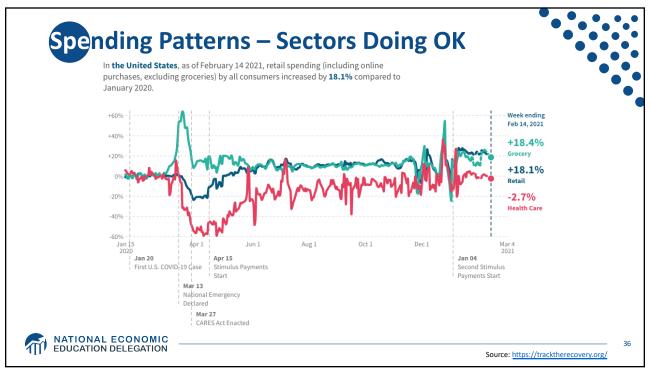


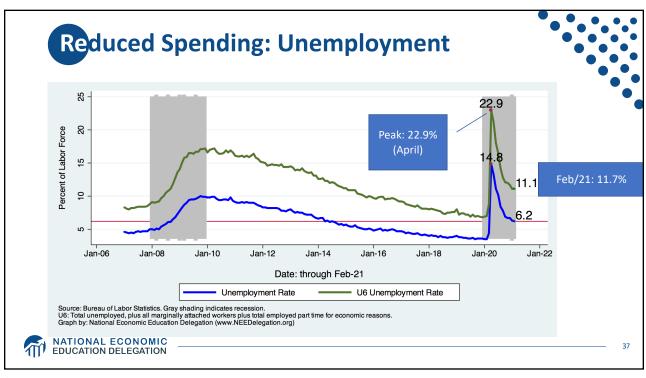


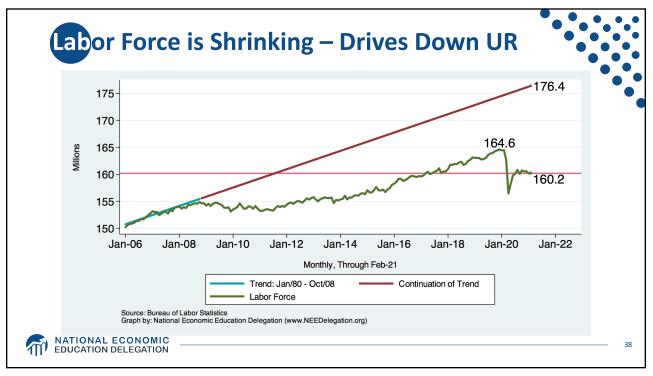


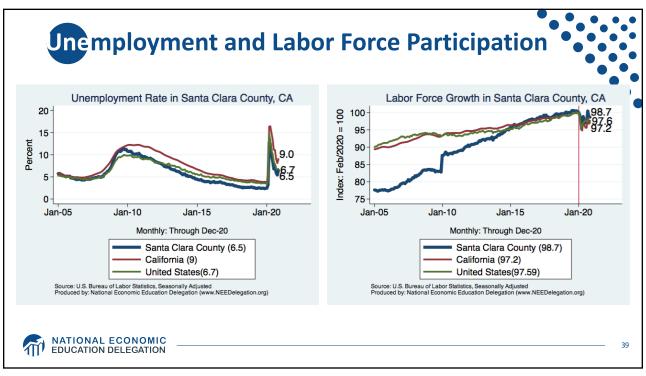


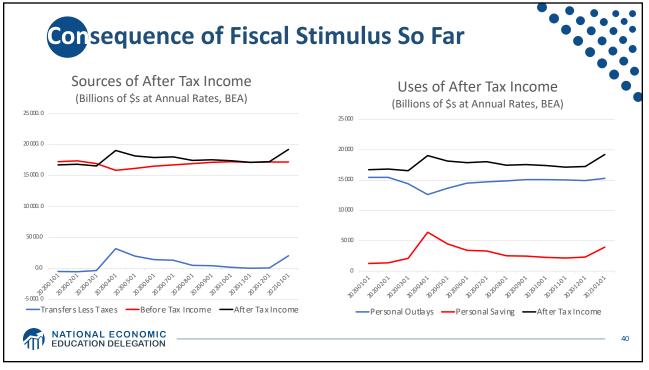




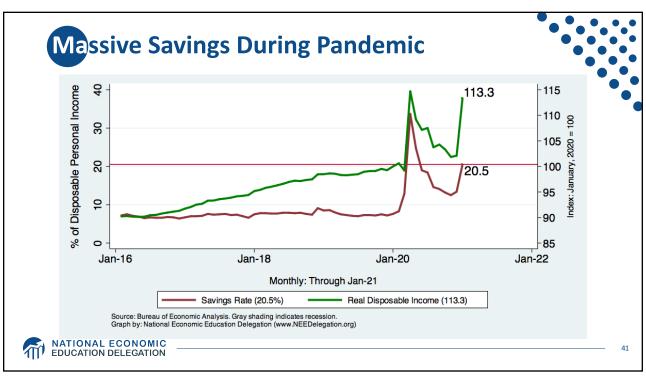








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