



Board of Directors Meeting Agenda

September 9, 2021 7:00 PM / Virtual Meeting via Zoom

Register for Zoom webinar [\[HERE\]](#) | Meeting also livestreamed on YouTube [\[LINK\]](#)

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

Board Members

Chair: Hon. Marico Sayoc, Los Gatos

Campbell	Hon. Anne Bybee / Alternate: Hon. Susan Landry
Cupertino	Hon. Liang Chao / Alternate: Hon. Kitty Moore
Gilroy	Hon. Marie Blankley / Alternate: Hon. Peter Leroé-Muñoz
Los Altos	Hon. Neysa Fligor / Alternate: Hon. Anita Enander
Los Altos Hills	Hon. Stanley Mok / Alternate: Hon. Lisa Schmidt
Los Gatos	Hon. Marico Sayoc / Alternate: Hon. Rob Rennie
Milpitas	Hon. Carmen Montaña / Alternate: Hon. Evelyn Chua
Monte Sereno	Hon. Rowena Turner / Alternate: Hon. Liz Lawler
Morgan Hill	Hon. Rich Constantine / Alternate: Hon. John McKay
Mountain View	Hon. Margaret Abe-Koga / Alternate: Hon. Ellen Kamei
Palo Alto	Hon. Tom DuBois / Alternate: Hon. Eric Filseth
San Jose	Hon. Chappie Jones / Alternate: Hon. Matt Mahon
Santa Clara	Hon. Kathy Watanabe / Alternate: Hon. Anthony Becker
Saratoga	Hon. Yan Zhao / Alternate: Hon. Tina Walia
Sunnyvale	Hon. Larry Klein / Alternate: Hon. Mason Fong
Ex-Officio	Laurel Prevetti, Town Manager, Town of Los Gatos
Ex-Officio	Andi Jordan, Executive Director

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

WELCOME AND ROLL CALL – (Sayoc, 7:00 PM)

1.	Consent Agenda
1a.	Approval of August Board of Directors Meeting Minutes. <i>Attachment:</i> Minutes
1b.	Receive August financial statements. <i>Attachment:</i> Management Report
1c.	Approval of invoice from Environmental Science Associates: \$20,295.00 for a total to date billing of \$154,042.50. <i>Attachment:</i> Invoice
2.	Associated Board of Bay Area Governments (ABAG) Update
	Invited presentation from Fligor and Gibbons.
3.	Santa Clara Santa Cruz Roundtable
3a.	Report from SCSC Roundtable Special Meeting of September 7, 2021. Will Roundtable reimburse costs incurred on their behalf? (Jones) <i>Attachment:</i> Correspondence from Attorney re: Special Meeting*
3b.	Report from Joint Ad Hoc Committee on mitigating issues. (Jones/Klein/Bernald/Hendricks/Watanabe) <i>Attachments:</i> <ul style="list-style-type: none"> • Ad-Hoc Committee Report • Report Attachment 1: Issues Matrix • Report Attachment 2: Draft Principles for Relationship • Report Attachment 3: Budget Memo
3c.	Board discussion and consideration of conditions to enter into negotiations with SCSC Roundtable regarding the continuing or ending of fiscal sponsorship. <i>Attachment:</i> Agenda Report* , Presentation**

*Addendum published 9/9/21 at 3pm

**Addendum published 9/9/21 at 6:15pm

4.	Santa Clara County City Managers Association (SCCCMA) Update (Prevetti)
5.	Executive Director Update (Jordan)
6.	Joys and Challenges (Board Members)

PUBLIC COMMENT

ADJOURNMENT

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 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.



Board of Directors Meeting Minutes

August 12, 2021 7:00 PM / Virtual Meeting via Zoom

Meeting recording available on YouTube [\[LINK\]](#)

Agenda in black / [Minutes in blue](#)

Board Members

Chair: Hon. Marico Sayoc, Los Gatos

Campbell	Hon. Anne Bybee / Alternate: Hon. Susan Landry
Cupertino	Hon. Liang Chao / Alternate: Hon. Kitty Moore
Gilroy	Hon. Marie Blankley / Alternate: Hon. Peter Leroé-Muñoz
Los Altos	Hon. Neysa Fligor / Alternate: Hon. Anita Enander
Los Altos Hills	Hon. Stanley Mok / Alternate: Hon. Lisa Schmidt
Los Gatos	Hon. Marico Sayoc / Alternate: Hon. Rob Rennie
Milpitas	Hon. Carmen Montañó / Alternate: Hon. Evelyn Chua
Monte Sereno	Hon. Rowena Turner / Alternate: Hon. Liz Lawler
Morgan Hill	Hon. Rich Constantine / Alternate: Hon. John McKay
Mountain View	Hon. Margaret Abe-Koga / Alternate: Hon. Ellen Kamei
Palo Alto	Hon. Tom DuBois / Alternate: Hon. Eric Filseth
San Jose	Hon. Chappie Jones / Alternate: Hon. Matt Mahon
Santa Clara	Hon. Kathy Watanabe / Alternate: Hon. Anthony Becker
Saratoga	Hon. Yan Zhao / Alternate: Hon. Tina Walia
Sunnyvale	Hon. Larry Klein / Alternate: Hon. Mason Fong
Ex-Officio	Laurel Prevetti, Town Manager, Town of Los Gatos
Ex-Officio	Andi Jordan, Executive Director

WELCOME AND ROLL CALL – (Sayoc, 7:00 PM)

Members present: Chao, Fligor, Mok, Sayoc, Montano, Turner, Constantine, Abe-Koga, Filseth (joined at 7:12pm), Jones, Becker, Zhao, Klein

Others in attendance:

- Andi Jordan, CASCC Executive Director
- Gary Baum, CASCC Legal Counsel
- Audin Leung, CASCC Clerk
- Glenn Hendricks, Vice Mayor, Sunnyvale
- Roland Lebrun, Member of the Public
- Hung Wei, Councilmember, Cupertino
- Raania Mohsen, Office of Vice Mayor Chappie Jones
- Ashwini Kantak, Assistant City Manager, Milpitas
- Kris Zanardi, Office of County Supervisor Joseph Simitian
- Tina Walia, Vice Mayor, Saratoga
- Steve Preminger, Director of Strategic and Intergovernmental Affairs, Santa Clara County

1. Consent Agenda
Motion to approve consent agenda by Constantine. Seconded by Abe-Koga. Motion adopted 12-0-0-3 AYES (12): Chao, Fligor, Mok, Sayoc, Montano, Turner, Constantine, Abe-Koga, Jones, Becker, Zhao, Klein NAYES (0) ABSTENSIONS (0) ABSENCES (3): Bybee, Blankley, Filseth
1a. Approval of June Board of Directors Meeting Minutes
1b. Receive May, June, and July financial statements
1c. Approval of invoices to be paid:

<ul style="list-style-type: none">i. Logan Powell (May 2021) - \$3,685.00ii. Logan Powell (June 2021) - \$962.50iii. Logan Powell (July 2021) - \$4840.00iv. Environmental Science Associates (May 2021): Invoice No: 165037 for \$15,757.50 for a year-to-date total of \$124,246.25v. Environmental Science Associates (June): Invoice No: 165906 for \$9,501.25 for a year-to-date total of \$133,747.50
2. Items regarding the SCSC Roundtable and Cities Association
<p>Discussion and consideration of future steps related to the SCSC Roundtable, its relationship to CASCC, and the potential cost to CASCC</p>
2a. Update on FY 2021 budget and impact of Roundtable related expenses on FY 2022 budget
2b. Update from Members of the Joint Ad Hoc Committee (Jones/Klein)
2c. Consideration of potential new or revised governing documents including MOU, Bylaws, potential new Agreement; or divestiture of SCSC Roundtable
2d. Roundtable Bills <ul style="list-style-type: none">i. Discussion and determination of how the SCSC Roundtable, as a committee of the CASCC, will provide reimbursement of past and future expenses including staff, legal, and investigation feesii. Consideration of recommendation from Executive Board that a request for full reimbursement of an updated packet of bills related to the Roundtable (including staff, legal, and investigation costs) be forwarded to the Roundtable via the CASCC ad-hoc committee to the Roundtable ad-hoc committeeiii. Consideration of recommendation from Executive Board that CASCC invoices its member cities for shortfall that remains after Roundtable reimbursement <p>Motion by Montano for the SCSC Roundtable to pay for all legal, investigation and staff bills related to Roundtable work, as determined and approved by the CASCC Board of Directors; and for the SCSC Roundtable to include this assessment in their budget so that the Roundtable member jurisdictions may be invoiced for past and future amounts. Seconded by Fligor.</p>

<p>Motion adopted 10-3-0-2</p> <p>AYES (10): Fligor, Mok, Sayoc, Montano, Turner, Constantine, Abe-Koga, Jones, Becker, Klein NAYES (3): Chao, Filseth, Zhao ABSTENSIONS (0) ABSENCES (2): Bybee, Blankley</p> <p>Motion by Sayoc to direct CASCC staff to limit any work associated with the Roundtable to the bare minimum needed for the Roundtable Board to hold a public meeting to approve bills and any other technical work that is necessary to continue their own work. Seconded by Constantine.</p> <p>Motion adopted 13-0-0-2</p> <p>AYES (13): Chao, Fligor, Mok, Sayoc, Montano, Turner, Constantine, Abe-Koga, Jones, Becker, Zhao, Klein, Filseth NAYES (0) ABSTENSIONS (0) ABSENCES (2): Bybee, Blankley</p>
3. Santa Clara County City Managers Association (SCCMA) Update (Prevetti)
4. Executive Director Update (Jordan)
5. Joys and Challenges
Public Comment
Comment was received from Roland Lebrun.

ADJOURNMENT – 9:30pm

Respectfully submitted,



Audin Leung
Board Clerk

DRAFT

Management Report

Cities Association of Santa Clara County
For the period ended August 31, 2021



Prepared by
BestBooks4U Bookkeeping & QuickBooks Consulting

Prepared on
September 3, 2021

Audi Jordan 9/9/2021

For management use only

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Balance Sheet

As of August 31, 2021

	Total
ASSETS	
Current Assets	
Bank Accounts	
1001 Checking - Union Bank	88,825.42
Total Bank Accounts	88,825.42
Accounts Receivable	
1200 Accounts Receivable	108,673.63
Total Accounts Receivable	108,673.63
Other Current Assets	
1300 LAIF Funds	124,393.36
1310 Venue Prepaid Deposit	1,000.00
1395 Accrued Interest	44.60
Total Other Current Assets	125,437.96
Total Current Assets	322,937.01
Fixed Assets	
1500 Machinery and Equipment	2,203.41
1700 Accumulated Depreciation	-1,926.59
Total Fixed Assets	276.82
TOTAL ASSETS	\$323,213.83
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
2000 Accounts Payable	25,444.50
Total Accounts Payable	25,444.50
Credit Cards	
2200 First National Bank of Omaha	320.73
FNBO_2nd	214.00
Total Credit Cards	534.73
Total Current Liabilities	25,979.23
Total Liabilities	25,979.23
Equity	
1110 Unrestricted Fund Balance	181,462.80
3000 Opening Bal Equity	-34.00
3010 Reserves	0.00
3013 Reserve for New Equip.	1.92
3014 Reserve for Operations	35,000.00
Total 3010 Reserves	35,001.92
Net Income	80,803.88
Total Equity	297,234.60
TOTAL LIABILITIES AND EQUITY	\$323,213.83

Statement of Cash Flows

July - August, 2021

	Total
OPERATING ACTIVITIES	
Net Income	80,803.88
Adjustments to reconcile Net Income to Net Cash provided by operations:	
1200 Accounts Receivable	-108,673.63
2000 Accounts Payable	7,796.00
2200 First National Bank of Omaha	-10.17
Total Adjustments to reconcile Net Income to Net Cash provided by operations:	-100,887.80
Net cash provided by operating activities	-20,083.92
NET CASH INCREASE FOR PERIOD	-20,083.92
Cash at beginning of period	108,909.34
CASH AT END OF PERIOD	\$88,825.42


Monthly Reports:Monthly Summary VENDOR Expenses

August 2021

	Total
Adobe	33.98
Aiden - Kristen Leung	660.51
Andi Jordan	4,593.75
AP Intego	52.89
Bestbooks4U	330.00
Canva	12.95
Environmental Science Associates	45,553.75
Great American Grill <small>AJ reimbursing - accidental use of card</small>	150.17
Gusto	464.95
Intuit	105.00
Kramer Workplace Investigations	3,775.00
Logan & Powell LLP	9,487.50
Microsoft	25.00
Peninsula Storage Center	107.00
Union Bank	3.00
Verizon	30.30
Zoom.us	113.50
TOTAL	\$65,499.25

Monthly Reports:MONTHLY Transaction Detail by Account

August 2021

Date	Transaction Type	Num	Adj	Name	Class	Memo/Description	Split	Amount	Balance
1001 Checking - Union Bank									
08/03/2021	Bill Payment (Check)		No	Baird + Driskell Community Planning			2000 Accounts Payable	-13,135.00	-13,135.00
08/03/2021	Expense		No	Great American Grill		AJ reimbursing - accidental use of card 	6162 GENERAL OFFICE:Hospitality	-150.17	-13,285.17
08/03/2021	Expense		No	Gusto			6565 OFFICE PERSONNEL_CONSULTANTS:Payroll Service Fees	-63.00	-13,348.17
08/09/2021	Expense		No	AP Intego			6568 OFFICE PERSONNEL_CONSULTANTS:Workers Compensation	-28.71	-13,376.88
08/10/2021	Bill Payment (Check)		No	Law Office of Gary M Baum			2000 Accounts Payable	-661.50	-14,038.38
08/10/2021	Bill Payment (Check)		No	Law Office of Gary M Baum			2000 Accounts Payable	-3,874.50	-17,912.88
08/10/2021	Bill Payment (Check)		No	Law Office of Gary M Baum			2000 Accounts Payable	-2,016.00	-19,928.88
08/10/2021	Bill Payment (Check)		No	Law Office of Gary M Baum			2000 Accounts Payable	-819.00	-20,747.88
08/13/2021	Journal Entry	Gusto	No			Debit tax	-Split-	-2,019.54	-22,767.42
08/13/2021	Deposit		No	Campbell - City of			1499 Undeposited Funds	8,697.51	-14,069.91
08/13/2021	Journal Entry	Gusto	No			Debit net pay	-Split-	-3,636.67	-17,706.58
08/16/2021	Bill Payment (Check)		No	Logan & Powell LLP			2000 Accounts Payable	-4,840.00	-22,546.58
08/16/2021	Expense		No	Logan & Powell LLP			6320 OFFICE PERSONNEL_CONSULTANTS:Legal & Professional Fees:Attorney Services	-962.50	-23,509.08
08/16/2021	Expense		No	Logan & Powell LLP			6320 OFFICE PERSONNEL_CONSULTANTS:Legal & Professional Fees:Attorney Services	-3,685.00	-27,194.08
08/23/2021	Credit Card Payment		No				FNBO_2nd	-156.99	-27,351.07
08/23/2021	Check	8019	No	Environmental Science Associates		invoice 165906 of 7/23	6350 OFFICE PERSONNEL_CONSULTANTS:Legal & Professional Fees:Roundtable consultant and technical services	-9,501.25	-36,852.32
08/23/2021	Check	8018	No	Environmental Science Associates		invoice 16503 of 6/22	6350 OFFICE PERSONNEL_CONSULTANTS:Legal & Professional Fees:Roundtable consultant and technical services	-15,757.50	-52,609.82
08/23/2021	Credit Card Payment		No				2200 First National Bank of Omaha	-311.78	-52,921.60
08/23/2021	Expense		No	AP Intego			6568 OFFICE PERSONNEL_CONSULTANTS:Workers Compensation	-24.18	-52,945.78
08/24/2021	Expense		No	Bestbooks4U			6310 OFFICE PERSONNEL_CONSULTANTS:Legal & Professional Fees:Accounting Services	-330.00	-53,275.78
08/31/2021	Expense		No	Union Bank			6120 GENERAL OFFICE:Bank Service Charges	-3.00	-53,278.78
Total for 1001 Checking - Union Bank								\$ -53,278.78	

1200 Accounts Receivable

Date	Transaction Type	Num	Adj	Name	Class	Memo/Description	Split	Amount	Balance
08/13/2021	Payment	wells fargo #284077	No	Campbell - City of			1499 Undeposited Funds	-8,697.51	-8,697.51
Total for 1200 Accounts Receivable								\$ -8,697.51	
1499 Undeposited Funds									
08/13/2021	Deposit		No	Campbell - City of		City of Campbell membership dues - cascc	1001 Checking - Union Bank	-8,697.51	-8,697.51
08/13/2021	Payment	wells fargo #284077	No	Campbell - City of		City of Campbell membership dues - cascc	1200 Accounts Receivable	8,697.51	0.00
Total for 1499 Undeposited Funds								\$0.00	
2000 Accounts Payable									
08/02/2021	Bill	6392	No	Logan & Powell LLP		FW: Invoice for Services	6320 OFFICE PERSONNEL_CONSULTANTS:Legal & Professional Fees:Attorney Services	4,840.00	4,840.00
08/03/2021	Bill Payment (Check)		No	Baird + Driskell Community Planning			1001 Checking - Union Bank	-13,135.00	-8,295.00
08/05/2021	Bill	582	No	Kramer Workplace Investigations		FW: Kramer Workplace Investigations Invoice	6350 OFFICE PERSONNEL_CONSULTANTS:Legal & Professional Fees:Roundtable consultant and technical services	3,775.00	-4,520.00
08/10/2021	Bill Payment (Check)		No	Law Office of Gary M Baum			1001 Checking - Union Bank	-3,874.50	-8,394.50
08/10/2021	Bill Payment (Check)		No	Law Office of Gary M Baum			1001 Checking - Union Bank	-661.50	-9,056.00
08/10/2021	Bill Payment (Check)		No	Law Office of Gary M Baum			1001 Checking - Union Bank	-2,016.00	-11,072.00
08/10/2021	Bill Payment (Check)		No	Law Office of Gary M Baum			1001 Checking - Union Bank	-819.00	-11,891.00
08/16/2021	Bill Payment (Check)		No	Logan & Powell LLP			1001 Checking - Union Bank	-4,840.00	-16,731.00
08/19/2021	Bill	166608	No	Environmental Science Associates		Fwd: Invoice for Project SCSC Roundtable Facilitation-FY 2020-20	6350 OFFICE PERSONNEL_CONSULTANTS:Legal & Professional Fees:Roundtable consultant and technical services	20,295.00	3,564.00
Total for 2000 Accounts Payable								\$3,564.00	
2200 First National Bank of Omaha									
08/03/2021	Expense		No	Adobe			6620 GENERAL OFFICE:Software Licenses	33.98	33.98
08/11/2021	Expense		No	Zoom.us			6620 GENERAL OFFICE:Software Licenses	113.50	147.48
08/12/2021	Expense		No	Verizon			6880 Office:Telephone	30.30	177.78
08/17/2021	Expense		No	Intuit			6620 GENERAL OFFICE:Software Licenses	25.00	202.78
08/18/2021	Expense		No	Canva			6620 GENERAL OFFICE:Software Licenses	12.95	215.73
08/19/2021	Expense		No	Microsoft			6620 GENERAL OFFICE:Software Licenses	25.00	240.73
08/19/2021	Expense		No	Intuit			6620 GENERAL OFFICE:Software Licenses	80.00	320.73
08/23/2021	Credit Card Payment		No				1001 Checking - Union Bank	-311.78	8.95
Total for 2200 First National Bank of Omaha								\$8.95	

Date	Transaction Type	Num	Adj	Name	Class	Memo/Description	Split	Amount	Balance
FNBO_2nd									
08/23/2021	Credit Card Payment		No				1001 Checking - Union Bank	-156.99	-156.99
08/30/2021	Expense		No	Peninsula Storage Center			6615 GENERAL OFFICE:Office/General Administrative Expenses	107.00	-49.99
Total for FNBO_2nd								\$ -49.99	
6000 GENERAL OFFICE									
6120 Bank Service Charges									
08/31/2021	Expense		No	Union Bank	CASCC	CHECK IMAGE FEE CHECK IMAGE FEE	1001 Checking - Union Bank	3.00	3.00
Total for 6120 Bank Service Charges								\$3.00	
6162 Hospitality									
08/03/2021	Expense		No	Great American Grill	CASCC	Great American-G VENDOR P Great American-G VENDOR PMT PPD *****1812 <i>AJ reimbursing - accidental use of card</i>	1001 Checking - Union Bank	150.17	150.17
Total for 6162 Hospitality								\$150.17	
6615 Office/General Administrative Expenses									
08/30/2021	Expense		No	Peninsula Storage Center	CASCC	PENINSULA STORAGE II - 650-9621470, CA	FNBO_2nd	107.00	107.00
Total for 6615 Office/General Administrative Expenses								\$107.00	
6620 Software Licenses									
08/03/2021	Expense		No	Adobe	CASCC	ADOBE ACROPRO SUBS - 8004438158, CA	2200 First National Bank of Omaha	33.98	33.98
08/11/2021	Expense		No	Zoom.us	CASCC	ZOOM.US 888-799-9666 - SAN JOSE, CA	2200 First National Bank of Omaha	113.50	147.48
08/17/2021	Expense		No	Intuit	CASCC	INTUIT * - CL.INTUIT.COM, CA	2200 First National Bank of Omaha	25.00	172.48
08/18/2021	Expense		No	Canva	CASCC	CANVA* I03150-56116749 - CAMDEN, DE	2200 First National Bank of Omaha	12.95	185.43
08/19/2021	Expense		No	Intuit	CASCC	INTUIT * - CL.INTUIT.COM, CA	2200 First National Bank of Omaha	80.00	265.43
08/19/2021	Expense		No	Microsoft	CASCC	MSFT * E0100FIAEN - 8006427676, WA	2200 First National Bank of Omaha	25.00	290.43
Total for 6620 Software Licenses								\$290.43	
Total for 6000 GENERAL OFFICE								\$550.60	
Office									
6880 Telephone									
08/12/2021	Expense		No	Verizon	CASCC	VZWRLSS*PRPAY AUTOPAY - 888-294-6804, FL	2200 First National Bank of Omaha	30.30	30.30
Total for 6880 Telephone								\$30.30	
Total for Office								\$30.30	
OFFICE PERSONNEL_CONSULTANTS									

Date	Transaction Type	Num	Adj	Name	Class	Memo/Description	Split	Amount	Balance
6300 Legal & Professional Fees									
6310 Accounting Services									
08/24/2021	Expense		No	Bestbooks4U	CASCC	ADELE LEVIN T/A SALE CCD ADELE LEVIN T/A SALE CCD	1001 Checking - Union Bank	330.00	330.00
Total for 6310 Accounting Services								\$330.00	
6320 Attorney Services									
08/02/2021	Bill	6392	No	Logan & Powell LLP	Roundtable	Logan & Powell Llp	2000 Accounts Payable	4,840.00	4,840.00
08/16/2021	Expense		No	Logan & Powell LLP	Roundtable	GUSTO CND 835423 CCD 6sem 6semjq7s78q	1001 Checking - Union Bank	3,685.00	8,525.00
08/16/2021	Expense		No	Logan & Powell LLP	Roundtable	GUSTO CND 835423 CCD 6sem 6semjq7s79i	1001 Checking - Union Bank	962.50	9,487.50
Total for 6320 Attorney Services								\$9,487.50	
6350 Roundtable consultant and technical services									
08/05/2021	Bill	582	No	Kramer Workplace Investigations	CASCC	Kramer	2000 Accounts Payable	3,775.00	3,775.00
08/19/2021	Bill	166608	No	Environmental Science Associates	Roundtable	Environmental Science Associates	2000 Accounts Payable	20,295.00	24,070.00
08/23/2021	Check	8018	No	Environmental Science Associates	Roundtable	invoice 16503 of 6/22	1001 Checking - Union Bank	15,757.50	39,827.50
08/23/2021	Check	8019	No	Environmental Science Associates	Roundtable	invoice 165906 of 7/23	1001 Checking - Union Bank	9,501.25	49,328.75
Total for 6350 Roundtable consultant and technical services								\$49,328.75	
Total for 6300 Legal & Professional Fees								\$59,146.25	
6565 Payroll Service Fees									
08/03/2021	Expense		No	Gusto	CASCC	GUSTO FEE 560275 CCD 6sem GUSTO FEE 560275 CCD 6semjq5hp27	1001 Checking - Union Bank	63.00	63.00
Total for 6565 Payroll Service Fees								\$63.00	
6568 Workers Compensation									
08/09/2021	Expense		No	AP Intego	CASCC	APIntego ACHTRANS CCD 819 APIntego ACHTRANS CCD 81908253	1001 Checking - Union Bank	28.71	28.71
08/23/2021	Expense		No	AP Intego	CASCC	APIntego ACHTRANS CCD 824 APIntego ACHTRANS CCD 82426135	1001 Checking - Union Bank	24.18	52.89
Total for 6568 Workers Compensation								\$52.89	
6575 Payroll Wages/Salary									
08/13/2021	Journal Entry	Gusto	No		CASCC	regular wages	-Split-	660.51	660.51
08/13/2021	Journal Entry	Gusto	No		CASCC	Regular Wages	-Split-	4,593.75	5,254.26
Total for 6575 Payroll Wages/Salary								\$5,254.26	
6580 Payroll Taxes									
08/13/2021	Journal Entry	Gusto	No		CASCC	Employer Taxes	-Split-	401.95	401.95

Date	Transaction Type	Num	Adj	Name	Class	Memo/Description	Split	Amount	Balance
Total for 6580 Payroll Taxes								\$401.95	
Total for OFFICE PERSONNEL_CONSULTANTS								\$64,918.35	

Profit and Loss by Class % Change

July - August, 2021

	CASCC			PC			Roundtable			TOTAL		
	Jul - Aug, 2021	Jul - Aug, 2020 (PY)	% Change	Jul - Aug, 2021	Jul - Aug, 2020 (PY)	% Change	Jul - Aug, 2021	Jul - Aug, 2020 (PY)	% Change	Jul - Aug, 2021	Jul - Aug, 2020 (PY)	% Change
INCOME												
4000 INCOME										0.00	0.00	0.00%
4010 Membership Dues	163,003.07	149,957.07	8.70 %							163,003.07	149,957.07	8.70 %
4020 Roundtable Income								187,597.78	-100.00 %	0.00	187,597.78	-100.00 %
4060 LAIF INCOME		450.07	-100.00 %							0.00	450.07	-100.00 %
Total 4000 INCOME	163,003.07	150,407.14	8.37 %					187,597.78	-100.00 %	163,003.07	338,004.92	-51.77 %
Total Income	163,003.07	150,407.14	8.37 %	0.00	0.00	0.00%	0.00	187,597.78	-100.00 %	163,003.07	338,004.92	-51.77 %
GROSS PROFIT	163,003.07	150,407.14	8.37 %	0.00	0.00	0.00%	0.00	187,597.78	-100.00 %	163,003.07	338,004.92	-51.77 %
EXPENSES												
6000 GENERAL OFFICE										0.00	0.00	0.00%
6120 Bank Service Charges	6.00	6.00	0.00 %							6.00	6.00	0.00 %
6162 Hospitality	150.17									150.17	0.00	0.00%
6180 Insurance	150.17	300.34	-50.00 %							150.17	300.34	-50.00 %
6220 Dues and Subscriptions		400.00	-100.00 %							0.00	400.00	-100.00 %
6550 Supplies and Equipment		1,380.28	-100.00 %							0.00	1,380.28	-100.00 %
6610 Postage and Delivery	1.05	54.75	-98.08 %							1.05	54.75	-98.08 %
6615 Office/General Administrative Expenses	214.00									214.00	0.00	0.00%
6620 Software Licenses	620.85	354.96	74.91 %							620.85	354.96	74.91 %
Total 6000 GENERAL OFFICE	1,142.24	2,496.33	-54.24 %							1,142.24	2,496.33	-54.24 %
Office										0.00	0.00	0.00%
6880 Telephone	60.60									60.60	0.00	0.00%
Total Office	60.60									60.60	0.00	0.00%
OFFICE PERSONNEL_CONSULTANTS										0.00	0.00	0.00%
6153 Contractors					16,650.00	-100.00 %				0.00	16,650.00	-100.00 %
6300 Legal & Professional Fees										0.00	0.00	0.00%
6310 Accounting Services	742.50	1,035.00	-28.26 %							742.50	1,035.00	-28.26 %
6320 Attorney Services		5,000.00	-100.00 %				9,487.50	700.00	1,255.36 %	9,487.50	5,700.00	66.45 %
6350 Roundtable consultant and technical services	4,588.50						49,428.25	16,503.75	199.50 %	54,016.75	16,503.75	227.30 %
Total 6300 Legal & Professional Fees	5,331.00	6,035.00	-11.67 %				58,915.75	17,203.75	242.46 %	64,246.75	23,238.75	176.46 %
6565 Payroll Service Fees	174.00	108.00	61.11 %							174.00	108.00	61.11 %
6568 Workers Compensation	111.64	99.76	11.91 %							111.64	99.76	11.91 %
6575 Payroll Wages/Salary	15,293.97	17,500.00	-12.61 %							15,293.97	17,500.00	-12.61 %
6580 Payroll Taxes	1,169.99	1,338.75	-12.61 %							1,169.99	1,338.75	-12.61 %
Total OFFICE PERSONNEL_CONSULTANTS	22,080.60	25,081.51	-11.96 %		16,650.00	-100.00 %	58,915.75	17,203.75	242.46 %	80,996.35	58,935.26	37.43 %
Total Expenses	23,283.44	27,577.84	-15.57 %	0.00	16,650.00	-100.00 %	58,915.75	17,203.75	242.46 %	82,199.19	61,431.59	33.81 %
NET OPERATING INCOME	139,719.63	122,829.30	13.75 %	0.00	-16,650.00	100.00 %	-58,915.75	170,394.03	-134.58 %	80,803.88	276,573.33	-70.78 %
NET INCOME	\$139,719.63	\$122,829.30	13.75 %	\$0.00	\$ -16,650.00	100.00 %	\$ -58,915.75	\$170,394.03	-134.58 %	\$80,803.88	\$276,573.33	-70.78 %



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

August 19, 2021
 Invoice No: 166608
 Project Manager: Evan Wasserman

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

Professional Services from July 1, 2021 to July 31, 2021

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

Professional Personnel

	Hours	Rate	Amount	
Senior Director III Alverson, Steven	2.00	300.00	600.00	
Managing Associate III Jones, Christian	7.00	205.00	1,435.00	
Senior Associate I Wasserman, Evan	33.50	150.00	5,025.00	
Associate I Weiman, Phoebe	23.00	105.00	2,415.00	
Totals	65.50		9,475.00	
Total Labor				9,475.00

Billing Limits

	Current	Prior	To-Date
Total Billings	9,475.00	74,875.00	84,350.00
Limit			90,000.00
Remaining			5,650.00

TOTAL THIS TASK: \$9,475.00

Task 0000002 Roundtable Meeting Planning

Billing Limits

	Current	Prior	To-Date
Total Billings	0.00	5,930.00	5,930.00
Limit			6,000.00
Remaining			70.00

TOTAL THIS TASK: 0.00

Task 0000003 Support Work Plan Assignments

Professional Personnel

	Hours	Rate	Amount	
Senior Director III Alverson, Steven	3.50	300.00	1,050.00	
Senior Associate I Wasserman, Evan	10.00	150.00	1,500.00	
Totals	13.50		2,550.00	
Total Labor				2,550.00

PAYMENT DUE UPON RECEIPT

Billing Limits		Current	Prior	To-Date
Total Billings		2,550.00	42,426.25	44,976.25
Limit				45,000.00
Remaining				23.75
TOTAL THIS TASK:				\$2,550.00

 Task 0000004 Respond to Inquiries

Professional Personnel

	Hours	Rate	Amount
Managing Associate III Jones, Christian	23.00	205.00	4,715.00
Totals	23.00		4,715.00
Total Labor			4,715.00

Billing Limits		Current	Prior	To-Date
Total Billings		4,715.00	3,303.75	8,018.75
Limit				13,000.00
Remaining				4,981.25
TOTAL THIS TASK:				\$4,715.00

 Task 0000005 Prepare/Post Website Content

Professional Personnel

	Hours	Rate	Amount
Senior Associate I Wasserman, Evan	9.00	150.00	1,350.00
Associate I Weiman, Phoebe	21.00	105.00	2,205.00
Totals	30.00		3,555.00
Total Labor			3,555.00

Billing Limits		Current	Prior	To-Date
Total Billings		3,555.00	4,912.50	8,467.50
Limit				18,000.00
Remaining				9,532.50
TOTAL THIS TASK:				\$3,555.00

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

Billing Limits		Current	Prior	To-Date
Total Billings		0.00	2,300.00	2,300.00
Limit				8,000.00
Remaining				5,700.00
TOTAL THIS TASK:				0.00

TOTAL INVOICE AMOUNT: \$20,295.00

Outstanding Invoices

Number	Date	Balance
165037	6/22/2021	15,757.50
165906	7/23/2021	9,501.25
Total		25,258.75

Current	Prior	Total
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Project	D201801353.02	SCSC Roundtable Facilitation-FY 2020-20	Invoice	166608
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Billings to Date	20,295.00	133,747.50	154,042.50
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Remit to:

E S A
P.O. Box 7209
Carol Stream, IL 60197-7209

TIN #: 94-1698350

Billing Backup

Thursday, August 19, 2021

Environmental Science Associates

Invoice 166608 Dated 8/19/2021

3:24:52 PM

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

Professional Personnel

			Hours	Rate	Amount
Senior Director III					
358	Alverson, Steven	7/15/2021	1.50	300.00	450.00
	Participated in the 7/15/21 Monthly SCSC Roundtable Planning Meeting with Mary-Lynne Bernald, ESA Staff, Kirsten Powell, and Kris Zanardi.				
358	Alverson, Steven	7/15/2021	.50	300.00	150.00
	Reviewed Darlene Yaplee and Mary-Jo Fremont's email regarding the NES comment letter prior to the 7/15/21 Monthly SCSC Roundtable Planning Meeting.				
Managing Associate III					
10452	Jones, Christian	7/15/2021	2.00	205.00	410.00
	IFP gateway memo prep				
10452	Jones, Christian	7/28/2021	5.00	205.00	1,025.00
	RT Meeting				
Senior Associate I					
11165	Wasserman, Evan	7/1/2021	2.00	150.00	300.00
	2 hrs for communications and tasks for next meeting agenda				
11165	Wasserman, Evan	7/2/2021	2.00	150.00	300.00
	2 hrs on coordinations/communications regarding next meeting and agenda materials to be developed				
11165	Wasserman, Evan	7/6/2021	1.00	150.00	150.00
	1 hr for notifications and communication with the team regarding draft agenda				
11165	Wasserman, Evan	7/13/2021	1.50	150.00	225.00
	1.5 hrs for edits to and drafting of agenda for review at planning meeting				
11165	Wasserman, Evan	7/14/2021	4.00	150.00	600.00
	4 hrs for PM tasks, drafting agenda, and communications regarding list of potential agenda topics, plus gathering materials prior to planning team call				
11165	Wasserman, Evan	7/15/2021	3.50	150.00	525.00
	1.5 hrs for meeting with planning team for July SCSC RT meeting; 1 hr for PM tasks and communications; 1 hr for drafting/updates to the agenda based on the discussion.				
11165	Wasserman, Evan	7/16/2021	3.50	150.00	525.00
	3.5 hrs for sending out ANR, drafting/updates to agenda based on planning meeting and further conversations with team about meeting presentations/materials				
11165	Wasserman, Evan	7/26/2021	2.50	150.00	375.00
	2.5 hrs for agenda review/communication/cooordiantion for meeting				
11165	Wasserman, Evan	7/27/2021	2.50	150.00	375.00
	2.5 hrs for the agenda review/materials/communications/cooordiantion for meeting				
11165	Wasserman, Evan	7/28/2021	6.00	150.00	900.00
	3.5 hrs for meeting with Zoom set-up/coordination, and 2.5 hrs for agenda review/communication for meeting				
11165	Wasserman, Evan	7/29/2021	2.00	150.00	300.00
	2 hrs for recording/recap set-up, and follow-up from meeting				

Project	D201801353.02	SCSC Roundtable Facilitation-FY 2020-20	Invoice	166608	
11165	Wasserman, Evan	7/30/2021	3.00	150.00	450.00
	3 hrs for recording/recap set-up, and follow-up communication from meeting				
	Associate I				
11307	Weiman, Phoebe	7/23/2021	5.00	105.00	525.00
	Agenda Packet				
11307	Weiman, Phoebe	7/26/2021	3.00	105.00	315.00
	Prepare for roundtable meeting				
11307	Weiman, Phoebe	7/27/2021	2.00	105.00	210.00
	Prepare for roundtable meeting				
11307	Weiman, Phoebe	7/28/2021	5.00	105.00	525.00
	Roundtable meeting				
11307	Weiman, Phoebe	7/29/2021	4.00	105.00	420.00
	Follow up and meeting minutes				
11307	Weiman, Phoebe	7/30/2021	4.00	105.00	420.00
	Follow up and meeting minutes				
	Totals		65.50		9,475.00
	Total Labor				9,475.00
				TOTAL THIS TASK:	\$9,475.00

Task 0000003 Support Work Plan Assignments

Professional Personnel

			Hours	Rate	Amount
	Senior Director III				
358	Alverson, Steven	7/1/2021	.50	300.00	150.00
	Assisted ESA in locating the Multi-City NES comment letter and helped Evan Wasserman prepare for the July 28, 2021 SCSC Roundtable meeting.				
358	Alverson, Steven	7/1/2021	1.00	300.00	300.00
	Contributed to the NES input memo for the Roundtable Chair's review/use.				
358	Alverson, Steven	7/20/2021	.50	300.00	150.00
	Participated in a Teams meeting with Chris Jones to review the Draft SCSC Roundtable NES letter to congressional representatives.				
358	Alverson, Steven	7/21/2021	1.00	300.00	300.00
	Participated in a Zoom meeting with Chris Jones, Evan Wasserman, Chair Bernald, and Member Anita Enander to review ESA's edits to the Draft SCSC Roundtable NES letter to congressional representatives.				
358	Alverson, Steven	7/22/2021	.50	300.00	150.00
	Reviewed and provided final edits to the Draft SCSC Roundtable NES letter to congressional representatives.				
	Senior Associate I				
11165	Wasserman, Evan	7/8/2021	1.00	150.00	150.00
	1 hr for review of ESA memo regarding agenda item on the NES Letter topic and communications with team				
11165	Wasserman, Evan	7/9/2021	2.00	150.00	300.00
	2 hrs for review of ESA memo regarding agenda item on the NES Letter topic and communications with team				
11165	Wasserman, Evan	7/19/2021	1.00	150.00	150.00
	1 hr for agenda drafting and communications about NES letter				

Project	D201801353.02	SCSC Roundtable Facilitation-FY 2020-20	Invoice	166608	
11165	Wasserman, Evan	7/20/2021	3.00	150.00	450.00
	3 hrs for agenda drafting and communications about NES letter				
11165	Wasserman, Evan	7/21/2021	3.00	150.00	450.00
	3 hrs for the follow-up/drafting of the agenda and communications about NES letter				
	Totals		13.50		2,550.00
	Total Labor				2,550.00
			TOTAL THIS TASK:		\$2,550.00

Task 0000004 Respond to Inquiries

Professional Personnel

			Hours	Rate	Amount
	Managing Associate III				
10452	Jones, Christian	7/9/2021	1.00	205.00	205.00
	NES memo review				
10452	Jones, Christian	7/13/2021	.50	205.00	102.50
	Lawsuit review				
10452	Jones, Christian	7/16/2021	4.00	205.00	820.00
	IFP gateway memo prep; SoCal case brief prep				
10452	Jones, Christian	7/19/2021	4.00	205.00	820.00
	NES letter review; SoCal case review				
10452	Jones, Christian	7/20/2021	2.25	205.00	461.25
	Meeting to discuss NES letter; FAA NorCal public meeting attendance				
10452	Jones, Christian	7/22/2021	2.25	205.00	461.25
	SoCal case review and memo; Land Use AC review				
10452	Jones, Christian	7/23/2021	1.50	205.00	307.50
	SoCal case review and memo				
10452	Jones, Christian	7/26/2021	2.00	205.00	410.00
	AC Review				
10452	Jones, Christian	7/27/2021	4.00	205.00	820.00
	AC Review; Letter edits; Internal coordination				
10452	Jones, Christian	7/29/2021	.50	205.00	102.50
	AC review				
10452	Jones, Christian	7/30/2021	1.00	205.00	205.00
	Draft AC review				
	Totals		23.00		4,715.00
	Total Labor				4,715.00
			TOTAL THIS TASK:		\$4,715.00

Task 0000005 Prepare/Post Website Content

Professional Personnel

			Hours	Rate	Amount
	Senior Associate I				
11165	Wasserman, Evan	7/22/2021	5.00	150.00	750.00
	5 hrs for preparations of the agenda packet and communication with team in compiling				
11165	Wasserman, Evan	7/23/2021	4.00	150.00	600.00
	4 hrs for preparations of the agenda packet and communication with team in compiling				
	Associate I				
11307	Weiman, Phoebe	7/2/2021	3.00	105.00	315.00
	Roundtable tasks				
11307	Weiman, Phoebe	7/6/2021	3.00	105.00	315.00

Project	D201801353.02	SCSC Roundtable Facilitation-FY 2020-20		Invoice	166608
	Roundtable tasks				
11307	Weiman, Phoebe	7/7/2021	1.00	105.00	105.00
	Roundtable tasks				
11307	Weiman, Phoebe	7/8/2021	1.00	105.00	105.00
	Roundtable emails				
11307	Weiman, Phoebe	7/12/2021	3.00	105.00	315.00
	Roundtable tasks.				
11307	Weiman, Phoebe	7/13/2021	3.00	105.00	315.00
	Roundtable tasks				
11307	Weiman, Phoebe	7/14/2021	3.00	105.00	315.00
	Roundtable tasks				
11307	Weiman, Phoebe	7/22/2021	4.00	105.00	420.00
	Agenda Packet				
	Totals		30.00		3,555.00
	Total Labor				3,555.00
				TOTAL THIS TASK:	\$3,555.00
				Total this Project	\$20,295.00
				Total this Report	\$20,295.00



LOGAN & POWELL LLP
ATTORNEYS AT LAW

Robert J. Logan, Of Counsel

15466 Los Gatos Blvd., Suite 109/217 • Los Gatos, CA 95032 • Telephone (408) 402-9542 • Fax (408) 402-8441 • E-mail: kpowell@loganpowell.com

SENT VIA ELECTRONIC MAIL
September 9, 2021

Honorable Marico Sayoc
Cities Association of Santa Clara County
P.O. Box 3144
Los Altos, CA 94024

RE: SCSC Roundtable Budget

Dear President Sayoc:

On September 7, 2021, the SCSC Roundtable ("Roundtable") held a special meeting to consider a budget for FY2021-22. In addition, the Roundtable considered the requests from Cities Association of Santa Clara County ("CASCC") requesting reimbursement for expenses incurred by CASCC allegedly due to the Roundtable.

In accordance with the Bylaws of the Roundtable, the budget was prepared by CASCC staff in consultation with the Roundtable Chairperson. Although the Roundtable Chairperson was consulted about the budget, many of her questions and requests for information and detail went unanswered. Many of those questions and requests for detail were echoed by other Roundtable members at the meeting.

The budget includes line items for various categories of work that were performed in the past and work proposed to be performed in the future. However, there is no breakdown of that work. Without that detail, it was difficult for the Roundtable members to determine if that was an appropriate and necessary expense for the Roundtable.

For example, the budget going forward includes a 15% sponsorship fee but includes no detail of what services are included in that fee. The Roundtable sincerely appreciates CASCC acting as its fiscal agent and the members are willing to pay a fee for that service but before it can be approved in a fiscally responsible manner, a detail of the services offered for that fee must be provided.

Another example is the "Future Special Assessment Fee". There is no detail provided on which to determine whether or not this is a reasonable amount to charge Roundtable member agencies.

Finally, although bills from CASCC and various attorneys were provided, the details provided were inadequate to determine if the charges were appropriately

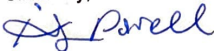
charged to the Roundtable. In addition, the hiring of legal professionals and work performed by CASCC staff was not authorized by the Roundtable. As provided in the Bylaws (Article V, Section 2), "the duties of Roundtable Staff and consultants provided by the Cities Association of Santa Clara County shall be specified and approved as part of the Roundtable's annual budget process." The services billed to the Roundtable were not specified and approved as part of the Roundtable's annual budget process prior to incurring those charges. Nor was the Roundtable ever notified of the need to hire legal professionals. That being said, the Roundtable is willing to pay all fees properly attributed to the Roundtable after review of more details.

Based on those concerns, the Roundtable took the following actions:

- Motion by Member Hendricks to notify the Cities Association that the items in the budget for ESA and Logan and Powell would be approved. Additional detail is needed from the Cities Association on the HR, Legal, and Cities Association staff items, as well as additional details on the costs for the program coordinator and associated costs, and the fiscal sponsorship fee (all the line items they had provided) with a more specific and detailed breakdown on the \$27,000 previously incurred costs and the \$23,000 future costs. This motion was seconded by Member Watanabe and passed unanimously with one member absent.
- Motion by Member Enander to direct CASCC staff to limit any work associated with the Roundtable to the bare minimum needed for the Roundtable Board to hold a public meeting to approve bills and any other technical work that is necessary to continue their own work.

The Roundtable appreciates the assistance provided by CASCC which enables it to provide a forum for residents to address the issues raised by actions of the FAA and looks forward to receiving the information requested. The Roundtable will meet again in November to approve the budget in accordance with its Bylaws. If you have any questions regarding this matter, please do not hesitate to contact me or Chairperson Mary-Lynne Bernald. Thank you.

Sincerely,



Kirsten Powell
Attorney for SCSC Roundtable

cc: Chairperson Bernald



SCSC Roundtable Ad-Hoc Committee Report to Board of Directors

*Prepared for Board of Directors Meeting on September 9, 2021
Report updated September 8, 2021*

Overview:

- I. Recommendation
- II. Background
- III. Summary
- IV. Additional Tasks & Next Steps
- V. Attachments

I. Recommendation

The Ad Hoc Committee recommends the following regarding The SCSC Airport Roundtable (RT) to ensure its successful operation.

- A. Should the RT approve payment of all expenses incurred related to the RT (CASCC staff time, legal, and HR) at their September 7, 2021 Special Meeting, per the Board's recommendation of August 11, 2021, it is recommended for the Cities Association to consider continuing to support the RT as its fiscal agent.
- B. Address and resolve the issues having to do with Governance/Brown Act, Fiscal Responsibility and Operations, Personnel Time Management, Legal/Human Resources, and a viable Exit Strategy through mutually agreed upon set of documents providing parameters, including but not limited to:
 1. Fiscal Sponsorship Agreement
 2. Schedule of Fees and Agreement of Services
 3. New MOU
 4. Revised Bylaws
 5. Rules of Engagement

6. Guiding Principles
 7. Code of Conduct
 8. Hiring of a Program Coordinator to support the RT
 9. Termination Agreement
- C. Direct Counsel to draft required documents accordingly for review by Board of Directors at the October 14, 2021 meeting and work with both bodies to find mutual agreement.

II. Background

Members of the Ad Hoc Committees include:

- Cities Association of Santa Clara County (Cities Association) – Vice Mayor Chappie Jones (San Jose), Council Member Larry Klein (Sunnyvale)
- SCSC Roundtable (RT) – Council Member Mary-Lynne Bernald (Saratoga), Mayor Glenn Hendricks (Sunnyvale), Council Member Kathy Watanabe (Santa Clara)

The Ad Hoc Committee was tasked with the following per Board action on January 14, 2021:

- to work with the SCSC Roundtable (RT) that will identify ways to mitigate issues raised by Board in previous letters and report back to the Board within 3 months.
- to request reimbursement of the Cities Association's costs beginning January 1, 2021 incurred as the SCSC Roundtable's fiscal sponsor and for the ad-hoc committee to develop a payment schedule or plan between the two bodies.

Subsequently, the joint Cities Association and SCSC Roundtable Ad Hoc Committees met on the following dates*:

- January 29, 2021
- June 11, 2021
- June 21, 2021
- July 2, 2021
- August 9, 2021

*Note: meetings and work w/the RT Ad Hoc Committee did not occur February – June while RT business was paused to allow time for them to retain new Counsel and address other priority issues, e.g. investigation.

Upon retaining new Counsel, the RT has met two times in 2021:

- May 26 (Special Meeting)
- July 28 (Regular Meeting)

Due to pause of business, Roundtable has not adopted a budget for FY 2021-22 in accordance with their Bylaws. Their Bylaws indicate that a budget is to be annually adopted and shared 60 days prior to review and adoption by the Roundtable. Roundtable is scheduled to meet on Tuesday, September 7 to review a proposed FY 2021-22 Budget.

III. Summary

The AD Hoc Committees participated in five meetings and addressed issues noted by the Cities Association Board in a previous letter submitted to the Roundtable on October 21, 2020. The Cities Association Ad Hoc committee provided a matrix (Attachment 1) to use as a working document that outlined and included the primary issues noted by the Board. The RT Ad Hoc Committee was provided an opportunity to provide a response to each issue. Then together, both committees reviewed the responses and found consensus on strategies and potential resolutions to the issues.

Governance/Brown Act Issues – To address governance and ensure the Brown Act is being followed by the RT, Counsel has been retained to attend all RT meetings and a series of documents are recommended to ensure agreed upon Guiding Principles (Attachment 2), Roles and Responsibilities, Code of Conduct, Rules of Engagement e.g. define how to document and resolve issues, and CASCC Services.

Fiscal Responsibility and Operations – Determine a schedule of fees to appropriate services provided by CASCC in accordance with a fiscal sponsorship agreement. According to several Board actions, all fees related to RT incurred after January 1, 2021 shall be covered by the RT.

Personnel Time Management – To reduce CASCC staff time supporting the RT, a Program Coordinator is proposed to be contracted. As fiscal agent, Cities Association will manage all contracts on behalf of RT, e.g. Attorney, ESA Consultant, proposed Program Coordinator. RT to directly work with each contracted employee or consultant.

Legal/HR Issues – To address and provide parameters regarding conduct, a Code of Conduct shall be adopted and adhered to. Retained Counsel for the RT shall attend all meetings.

Exit Strategy – RT Ad Hoc Committee explored the following potential sponsors or options for another fiscal agent other than the Cities Association:

- Santa Clara County
- RT Member Jurisdiction
- Joint Venture Silicon Valley
- SFO Roundtable
- Joint Powers Agreement
- Establishing the Roundtable as a 501 C3 or 501 C6 organization

After exploring each option, the RT Ad Hoc Committee concluded that none were feasible (Attachment 2, Appendix A). A Termination Clause shall be included in the fiscal sponsorship agreement to provide opportunity to terminate relationship between Cities Association and RT if needed.

IV. Additional Tasks & Next Steps:

- Roundtable to share Draft Budget for FY 2021-22 (Attachment 3) with Member Cities per September 7, 2021 meeting and schedule approval in November 2021.
- Determine Schedule of Fees and Services between Cities Association and RT.
- Counsels of both bodies to draft, review, and propose the recommended documents and agreements that would ensure resolution and successful business of both bodies moving forward.
- Cities Association to bill RT Members FY 2021-22 Dues based on approved budget and proposed/new agreements.

V. Attachments

Attachment 1: Matrix of Issues and Responses

Attachment 2: Draft Guiding Principles

Attachment 3: SCSC Roundtable FY 2021-22 Draft Budget with Special Assessment

	ISSUE	RT RESPONSE	CASCC AD HOC ACCEPT or REJECT	CASCC AD HOC COMMENTS
GOVERNANCE		<p>Generic Statement: The RT Adhoc believes many of these questions have been addressed by the “Principles” document that the RT Adhoc has previously presented to CASCC. It would be helpful to get feedback on the document we have presented.</p> <p>To facilitate the CASCC Adhoc requested process, we have provided the responses to the specific questions presented here. The RT Adhoc believes there are more items to be documented and clarified than just the questions asked here.</p> <p>As we discussed, this version should be considered a Draft. If something is not clear in any response or does not meet your objectives, please let the RT Adhoc know – so, that we can have an opportunity to continue to address your concerns.</p> <p>CASCC has communicated that the RT no longer has Legal Counsel representation. This means we are not able to have any meetings until this is addressed. The RT cannot work on “Time Sensitive” business, will it be possible to address the Legal Counsel question quickly, so that RT meetings can resume?</p>	ACCEPT w/notes	<p>“Principles” document to be reviewed and incorporated with updates to bylaws and/or MOU as required.</p> <p>This has been addressed</p>
Roundtable and Cities Association Rules of Engagement	RT has declined to engage with Cities Association Staff (Executive Director, Legal Counsel) for past committee meetings. Members do not respond to emails from CASCC staff/legal counsel when	The RT believes creating the Roles and Responsibilities as well as Rules of Engagement, will eliminate the type of concerns that have happened in the past and prevent future issues.	ACCEPT w/notes	

		<p>that all new members will need to read and abide by this material as they come on-board.</p>		
<p>Brown Act</p>	<ol style="list-style-type: none"> 1. Brown Act Issues during meetings 2. Serial Meetings 3. When issues arise, which will happen, the RT needs to defer to legal counsel/staff, and the assessment and accept the direction of CASCC (as legal/staff represent and provide advice based on CASCC). 	<ol style="list-style-type: none"> 1) As we create the Rules of Engagement, one of the things that will be clearly defined is how to deal with any issues, including Brown Act issues. It is our belief: The Legal Counsel would operate similar to our City Attorneys. If any issue is identified during a meeting (or outside a meeting), the Legal Counsel would address the issue immediately or as soon as possible. And that person would have the authority of the Parliamentarian and their judgement would rule. Addressing the issue, includes proper documentation and written communication. 2) The same as Number 1, the Legal Counsel would address any concerns about Serial meetings. 3) As stated above, the Legal Counsel is the Parliamentarian and has the authority and responsibility to address issues. (If required, as part of the Roles and Responsibility, it will 		<p>This has been addressed via new legal counsel for RT</p>

		<p>need to define a mechanism to address RT Members, if they do not follow Legal Counsel direction).</p> <p>Note: The RT Adhoc believes the Legal Counsel should be the main “Point of Interface” to the RT, for operational or “day-to-day” type items. This is driven by the consistent message from the CASCC Exec Board, that they wish to reduce the amount of time that CASCC staff is directly involved with the RT. Clearly, the CASCC staff is involved for managing contracts, finances and overall compliance to rules/contracts. Not day-to-day management or involvement of the RT objectives or meetings. But, the exact definition of this should be defined in the “CASCC Services Schedule” and will need to be agreed to by all the parties. (This will take some collaboration by the parties to define this. The RT Adhoc does not believe we are the <u>only ones</u> involved in working this out. This topic needs to have the input of CASCC staff).</p>		<p>Legal Counsel and/or Program Coordinator should serve as points of contact as needed</p>
FISCAL RESPONSIBILITY & OPERATIONS				
Roundtable Operations and Management	<p>As fiscal agent, CASCC must retain oversight of operations and budget management. There are costs associated with running an organization: Staff, payroll, banking, insurance, software, staff oversight, internet, office supplies, computer, software, mail.</p> <p>1. How will these costs continue to be paid?</p>	<p>1) How will costs be paid? Our assumption is that the CASCC Adhoc and RT Adhoc are going to define an appropriate schedule to charge for “CASCC services”. This schedule will define what services are to be provided and at what rate they will be paid for by the RT. The monies to pay for this will come out of the fees collected from the member Cities to the RT. (via CASCC acting as the Fiscal Agent).</p>	<p>ACCEPT w/notes</p>	<p>Develop clear parameters re: rates, responsibilities</p> <p>Create new Ad Hoc Committee to determine costs/rates</p>

	<p>2. If CASCC Executive Director handles payment, who will monitor budget to ensure costs do not become excessive?</p> <p>3. Who will report to CASCC what costs have been expended?</p>	<p>The RT has no issue with paying for agreed upon services from the CASCC.</p> <p>2) This question is a little vague. * If the question is; how do we monitor the over-all RT budget, then it is making sure we are following the approved over-all budget. (Need to define the process for this. We are sure the CASCC Staff already has best practices and procedures on how to do this). * If the question is; how do we monitor that CASCC Staff is not spending too much time working on the RT? This can/should be handled by clearly defining the services (CASCC Services Schedule) to be provided to the RT, and an estimate of how much time can/should be budgeted/spent on these activities. If CASCC Staff finds they are spending more time than has been budgeted/allocated to RT activities – This should be brought to the attention of the RT Chair, Legal Counsel and the CASCC Exec Board. The obvious solution will be to reduce the time required by CASCC Staff or increase the budget allocation to pay for these services. (This would be a collaborative discussion. And update the appropriate documentation for services to be rendered).</p> <p>3) We believe this question is: The CASCC staff is acting as the Fiscal agent. This means CASCC staff will be creating the appropriate monthly, quarterly and annual reports related to the RT budget and actuals. This would be to ensure the RT is not committing to, or actually spending more monies than it</p>		
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		<p>receives. That the RT is spending its monies according to budget/approved Work Plan. The CASCC staff would also be creating a monthly and running total report of the number of hours it is spending on RT activities. This reporting would be available to the RT Chair, the Legal Counsel and CASCC Exec Board. This report could be compared against the “CASCC Services Schedule” and budget to see if CASCC Staff is spending more than the approved amount of time on the RT. (If a difference is identified, then appropriate action will need to be taken. See item #2 above).</p>		
<p>Fiscal Recovery</p>	<p>Per the audit, The SCSC Roundtable is consuming a third of the Executive Director’s time, which is time not spent on CASCC Board priorities. The fiscal impact to the CASCC is approximately \$35,000 - \$40,000 per year.</p> <ol style="list-style-type: none"> 1. Will the SCSC RT reimburse CASCC for costs dating back to previous years? 2. If so, how will prior recovery/backpay costs be calculated? 3. Will SCSC RT reimburse CASCC moving forward or pay an amount upfront for continued management as is standard in a fiscal agency relationship? 4. If so, how will future/ongoing costs or payments be calculated? 5. If no cost arrangement can be reached or is acceptable: Will all CASCC members be obligated to foot the bill for the RT if there 	<ol style="list-style-type: none"> 1) The RT Adhoc does not believe it has the direct ability to answer this question. This really needs to be answered by the RT Fiscal Agent. If the RT Fiscal Agent believes there is a documented written agreement that the RT will pay CASCC for prior services, then the Fiscal Agent would make the appropriate decision. Also, assuming the RT has the appropriate budget of money to make this payment. The RT Adhoc has not heard it is a hard requirement from the CASCC Board that it requires prior payment. 2) If the RT Fiscal Agent and CASCC Adhoc determines prior payments are required – the RT Adhoc is happy to participate in the collaborative discussions to determine the appropriate amount to be paid. 3) Yes. The RT Adhoc has been very clear that we agree, going forward from Jan 1, 2021 – the RT can and should pay an appropriate fee for CASCC services. As has been discussed in other responses in this matrix, 	<p>ACCEPT w/notes</p>	<p>Make sure costs/rates are captured moving forward</p> <p>Board voted not to request reimbursements for previous years (prior to January 1, 2021)</p>

	<p>is no cost arrangement? Will only RT members on CASCC foot the bill if there is no cost arrangement?</p>	<p>we believe a CASCC Services Schedule and budget should be documented and agreed to. This will define the services and expectations for all parties. Deciding to pay the agreed upon the fee upfront or monthly would be a detail to be addressed during the discussions of services and overall contract. The RT Adhoc does not see the payment schedule as a huge obstacle to defining a workable relationship – once we agree on the services to be provided and cost.</p> <p>4) As has been previously stated, we believe a CASCC Services Schedule and Budget will be agreed to. (Probably to be reviewed annually). Any changes to this, will need to be discussed and agreed to by all parties. Note: The RT Adhoc agrees to the principal that it should pay for any agreed to and documented services. We will jointly agree to a schedule and budget. If something comes up that wasn't anticipated or that needs to be addressed, CASCC, Legal, and RT will meet and work towards an amicable resolution. Then update the appropriate documentation/agreements.</p> <p>5) Without a mutually agreeable cost arrangement, then the RT Adhoc believes we will not be able to reach an overall agreement. Without an overall agreement, then doesn't everything related to the RT stop?</p>		
<p>Personnel/Time Management</p>	<p><u>CASCC is the employer- CASCC contracts with employees and therefore assumes all liabilities therein.</u></p>	<p>Is there some significance to the fact that the statement is <u>underlined</u>? We don't see this anywhere else in the Matrix.</p>	<p>ACCEPT w/notes</p>	<p>No; that was formatting error</p>

	<ol style="list-style-type: none"> 1. Onboarding New Program Manager (who will do this?) 2. Who advertises, interviews, creates contract, and oversees employment process? CASCC needs oversight but this will increase time ED of CASCC spends on RT. 3. RT members have shown they are unwilling to work with staff, which creates liability for the CASCC. If new staff for RT have HR or legal issues with RT, this creates liability for CASCC. 4. CASCC must continue to oversee personnel but this does not reduce the time ED of CASCC will spend on RT related issues and in fact may increase time. 5. Management/Purchase and maintenance of office items for employees: Computer, Office Supplies, Phone, Internet, Software. 6. Payroll will be managed by CASCC. There will be more personnel on payroll, and this does not reduce ED of CASCC's time on the RT. 7. CASCC must ensure consultant contracts meet scope of work. 8. CASCC and RT must ensure budgets are respected. How will this be done without creating additional work for CASCC? 	<ol style="list-style-type: none"> 1. The RT Adhoc would like to hear CASCC Staff's thoughts and suggestions on this topic. (We don't think we should try and define this in a vacuum. We believe the question that is really trying to be asked: If CASCC needs to be involved in this activity, then CASCC needs to be compensated. If CASCC Staff is going to be involved in "onboarding", then this should be part of the "CASCC Services Schedule", and budget would need to be allocated to perform the task. 2. RT Adhoc believes answer #1 in this section also applies here. The RT Adhoc also believes this is an area where the RT Chair should participate, at some level. Ex: Creation of a Contract. We believe since the contract is being created to support RT activities, the RT Chair should help define the objectives or tasks to be completed. The RT Chair and Legal Counsel should help define the SOW that drives the Contract. Obviously, CASCC staff would need to make sure all their concerns and objectives are included. And they would have final say on the Contract. The RT Chair, should also be involved in some level of the interviewing. Again, this is another area where we need to hear CASCC's input. We are not trying to define this in a vacuum. We are just trying to share the idea, that the Contract is probably being created to support some RT objective and as appropriate the RT Chair should be included in the creation of the Contract and Selection of the Vendor. 	<p>CASCC will operate as fiscal agent (e.g. to be determined in "Roles and Responsibilities and Rules of Engagement documents" and approve/sign contract; RT will manage/onboard Program Coordinator</p> <p>CASCC ED's time directed towards RT will be reduced upon appointment of Program Coordinator</p>
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		<p>3. I am not aware of what is meant that “RT members have shown they are unwilling to work with staff”. The RT Adhoc believes that any perceptions of this issue; comes from the lack of documented Roles and Responsibilities and Rules of Engagement. We believe these concerns will be resolved by the documents and rules for resolution we are jointly creating. And obviously, if the RT is not following the defined rules, that is an issue and could have consequences that could ultimately lead to the CASCC ending its sponsoring of the RT.</p> <p>4. The RT Adhoc agrees that CASCC Staff needs to spend some amount of time related to RT tasks. Per the direction we have heard from the CASCC Exec Board, we feel we should use the CASCC Services Schedule and budget to keep the amount of CASCC Staff time to the appropriate minimum. RT Ad Hoc agrees that in the short-term, CASCC Staff time may increase as we finalize the documentation, understandings and contracts between RT and CASCC. Especially, considering that the RT function is not currently receiving any Legal services. The CASCC Services Schedule and budget should make an allocation to account for this short-term increased amount of CASCC Staff time.</p> <p>5. Very interested to hear CASCC’s suggestion on how to address this in the CASCC Services Schedule. Ex: If this should be carved out as a separate line item or it should be included in the Hourly rate. Good topic for a collaborative discussion. RT Adhoc has no</p>		
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		<p>issue with this topic being appropriately addressed in the CASCC Services Schedule.</p> <p>6. The RT Adhoc agrees that CASCC Staff needs to spend some amount of time related to RT tasks. Per the direction we have heard from the CASCC Exec Committee, we feel we should use the CASCC Services Schedule and budget to keep the amount of CASCC Staff time to the appropriate minimum.</p> <p>7. This is a topic, the RT Adhoc would like to have a collaborative discussion with CASCC Staff. CASCC needs to ensure the macro level of the contract is met. But, given the CASCC Exec Board direction to reduce CASCC Staff time with RT activities, we should try to minimize CASCC Staff time. Is it possible for CASCC Staff to focus on the Macro portions of the contract and RT Chair and Legal Counsel can focus on ensuring the business objectives of the contract are met? Another topic to be discussed and clearly defined in the CASCC Services Schedule.</p> <p>8. RT Adhoc agrees that budgets must be respected. We are hoping that the documents and procedures that have been mentioned in this Matrix will create a workable, streamlined set of procedures to ensure conformance as well as minimize time commitments.</p> <p>Looking forward to feedback and collaborative discussions with CASCC Staff to meet everyone's' objectives.</p>		
<p>Legal/HR Issues</p>	<ol style="list-style-type: none"> 1. Code of Conduct – all members need to agree to it, everyone needs to abide. 2. Everyone is a representative of the Cities Association and there should be a level of decorum. 	<ol style="list-style-type: none"> 1. Agreed. And we need to document this. 2. Agreed 3. Agreed. And the RT Adhoc believes the documents discussed in this matrix that should be created will help insure this type 	<p>ACCEPT w/notes</p>	

	<p>3. Disparagement of staff during public meetings or in other fora will not be tolerated.</p> <p>4. Opinions of CASCC legal counsel represent CASCC as a whole.</p>	<p>issue will not occur and actions to be taken, if it does.</p> <p>4. The RT Adhoc does not understand what this means. We are requesting clarification of this statement so that we can clearly and accurately respond. We are confused because right now, the CASCC Legal Counsel is not representing the RT.</p>		<p>This has been addressed by hiring of RT Counsel</p>
OTHER ISSUES				
<p>Executive Board Request for exit strategy</p>	<p>Why didn't the RT explore 501c as an exit strategy?</p> <p>If applying, Silicon Valley Community Foundation has fiscal sponsorships available, could provide needs assessment.</p> <p>https://www.siliconvalleycf.org/consulting-management-services</p> <p>Has it been considered for one of the participating cities to take on the role of fiscal sponsorship?</p>	<p>The RT Ad Hoc believes this question has been answered in the Appendix A of the "Principles" Document we have previously submitted to the CASCC.</p> <p>The RT does not believe that becoming its own 501c is an appropriate or financially viable option.</p> <p>The RT does not believe it is appropriate for one of the participating cities to take on the role of Fiscal Agent.</p>	<p>ACCEPT w/notes</p>	<p>There is consensus for CASCC to continue as fiscal agent and to include termination agreement; other options for fiscal agent have not been identified as feasible by RT.</p>

DRAFT Principles for SCSC Roundtable Relationship with Cities Association Santa Clara County (CASCC)

Updated September 8, 2021

Problem Statement:

- CASCC wishes to reduce the amount of time allocated when providing services to the Roundtable
 - CASCC wants to be re-imbursed for any staff time associated with the Roundtable
- CASCC needs to minimize any liability in overseeing the Roundtable
- Roundtable would like to exercise more independence and oversight in the definition and management of its contractors
- New structure will meet all legal and CASCC requirements

Summary of Recommendations:

There are several tactical areas that need to be planned in order to address the “Problem Statement” listed above.

1. Program Coordinator Support

The Roundtable will contract for Program Coordinator Services from somewhere other than CASCC.

2. Legal Council

The Roundtable will contract for Legal Counsel. With appropriate approval by CASCC, to meet their requirements.

3. Fiscal Agent

Continue to use CASCC as the Fiscal Agent

4. Background comments to CASCC

CASCC staff (and Executive Board) will not need to respond to feedback from Roundtable members, the public, or Congressional Offices

5. Transition Plan

Gain approval from CASCC and the Roundtable to move forward with this plan. Define and implement contracts by the end of Q1 2021. The ability to transition to a new plan is dependent on a “working group” being able to document all roles and responsibilities and satisfy all CASCC concerns.

Note: The term “contract” means that the Roundtable in conjunction with Legal Council (and CASCC as appropriate) will negotiate any contracts. The signing entity will be CASCC and will have final review and approval of any contract before it is signed. The goal is to minimize CASCC involvement without limiting or impeding its ability to appropriately provide oversight.

These recommendations achieve the goals:

- CASCC will reduce the amount of time they spend supporting the Roundtable
 - The working group should define an appropriate re-imbursement schedule for the time that CASCC does support the Roundtable for Fiscal Agent activities.
- Legal oversight will reduce liability exposure and clearly define all parties' roles and responsibilities
- A fiscally and contractually responsible legal structure will provide the Roundtable a mechanism to continue to operate and provide a needed service to our residents.

DRAFT

Details of Recommendations:

1. Fiscal Agent

All other Roundtables in the United States are sponsored by Airports which serve as the Fiscal Agent. CASCC has served as the SCSC Roundtable's Fiscal Agent primarily due to San Jose Airport's and San Francisco Airport's refusal to provide fiscal oversight for the Roundtable. The Roundtable Ad Hoc has evaluated the options for using a different Fiscal Agent than CASCC.

We have determined there are no other fiscally viable options.

Because of that fact, the Roundtable is requesting CASCC create a "working group" to document and clarify all roles and responsibilities. Once we have a workable plan, so that the Roundtable can continue to operate under CASCC, then the formal decision to revise that decision can be made. CASCC will probably not formally address revising its decision until the Working Group has had an opportunity to develop a more detail plan that addresses and documents all concerns.

The Roundtable understands CASCC has not yet formally changed its position and the "working Group" is an opportunity to see if an agreeable solution can be defined. A short time-frame should be defined for the Working Group to complete its work.

We will need to clearly define what the role of Fiscal Agent means and does not mean. Specially, the Roundtable is looking for overall sponsorship, with contractual and budgetary oversight. This means CASCC Staff will not need to be involved day-to-day activities, running of meetings or responding to requests from members of the public. CASCC contact should only be with Legal Counsel, Roundtable Chair, and contracting agencies for administrative functions.

As fiscal agent, CASCC would be limited to the following services:

- Annual collection of dues from member cities after a budget is adopted by the Roundtable Board. Questions about the budget and coordination with member cities would be the responsibility of the Roundtable.
- Pay approved consultant invoices. Consultant invoices would be reviewed and approved by the Roundtable Chair and provided to CASCC in writing. Consultant questions or billing issues would be referred to the Roundtable for resolution.
- Include Roundtable activity in the CASCC periodic financial audit. The Roundtable would be responsible for following all audit recommendations.
- Signing of all contracts. Contract negotiations would include Legal Counsel to ensure all issues are addressed. Obviously, CASCC would be involved in review, prior to signing.
- Other duties as agreed to and defined by the working group

The Roundtable understands that CASCC is changing its organizational structure. And that new structure will allow the Roundtable to operate under this new structure, assuming the Roundtable is able to reduce the time commitment from CASCC staff and abides by any legal and documented requirements.

Action - Legal Counsel, CASCC Representative and Executive Board, and the Roundtable Chair and Ad Hoc Committee would be the working group to document the roles and responsibilities of the different parties for final approval by the CASCC Board and the Roundtable.

The team will also need to address any items that were identified in the recent Audit.

2. Legal Counsel

The Roundtable understands the requirement of CASCC that if they are our Fiscal Agent, the Roundtable will maintain Legal Counsel and require their attendance at our meetings. The Roundtable will pay contract for these services. Roundtable must maintain these services to be under the CASCC. The role of the Legal Counsel will be very similar to the role of the City Attorney for all of our Cities.

The Roundtable will assist in negotiating a contract, all contracts will have final review and signature from the Fiscal Agent. The contract will need to include a function to periodically report to the CASCC Executive Committee about the Roundtable's compliance with requirements. (This will require a matrix management of the Legal Counsel by both the Roundtable and CASCC). The contract will specify the requirement to report any non-conformance to the CASCC Executive Board. One of the Legal Counsel roles is to act as the liaison that will ensure Roundtable is conforming to the CASCC governing rules and prevent liability to CASCC.

Action - Legal Counsel, CASCC Representative, and the Roundtable Chair would be the working group to document the roles and responsibilities of the different parties for final approval by the CASCC Board and Roundtable.

3. Program Coordinator Support

The Roundtable will pay for an entity other than CASCC to provide Program Coordinator services. The Roundtable will assist in negotiating a contract, all contracts will have final review and signature from the Fiscal Agent. Using a different service provider will significantly reduce the time involved by CASCC Staff on Roundtable work.

The working assumption is that the Roundtable will continue to contract with ESA for these services. This is only a working assumption.

Action - Legal Counsel, CASCC Representative, Roundtable Chair Ad Hoc and service provider would be the working group to document the roles and responsibilities for the contract.

Issue to be addressed: Funding

If we desire to change Program Coordinator resources before July 2021, then we must negotiate a new contract. Most Roundtable funds are already committed to the ESA and Legal Counsel contracts. There is a small “reserve fund” in the Roundtable budget.

The Roundtable will need authorization to reallocate some or all of these “reserves” to contract for these new services for the rest of this budget year.

Another funding question to be addressed, is having sufficient funds to re-imbursement CASCC for the minimal Fiscal Agent time.

As we plan the budget for next fiscal year, we will consider this as an additional requirement when defining the budget and working within the revenue we collect from participating cities.

4. Background comments to CASCC

The Roundtable Ad Hoc Committee has received feedback that there is a concern by CASCC, that they have received too many contacts from Roundtable Members, members of the public, and contacts from Congressional Offices.

With the new structure defined above, CASCC will redirect any contact from these entities to either: Legal Counsel, Roundtable Chair, or Roundtable Program Coordinator. Obviously, any items related to the Fiscal Agent responsibility would continue to be addressed by the appropriate CASCC Staff.

Responsibilities of the Program Coordinator would include:

- Preparation of Roundtable meeting agendas and minutes
- Roundtable meeting notices and virtual hosting or securing conference rooms
- Routine coordination and communications with Roundtable members, stakeholders and member city staff
- Other duties as agreed to and defined by the working group

NOTE: bullet points may need further reflection/definition.

At this point, ESA provides the meeting agendas and minutes, meeting notices and virtual hosting but has NOT secured conference rooms. ESA provides updates to the website and responds to requests for technical information. CASCC staff [Andi] has coordinated and communicated with city and county member staff. (This will be the future Program Coordinator’s responsibility.)

Action - Clearly communicate to all parties the appropriate parties to contact. Make sure CASCC knows to whom to refer people, if they are incorrectly contacted.

5. Transition Plan

Obviously, this plan represents a course correction during this fiscal year for the Roundtable and CASCC. Any change of this magnitude requires planning, coordination and agreement.

The Roundtable and its Ad Hoc committee will assist as much as possible with this transition. But, we need to be realistic and acknowledge there will be some time required by CASCC staff to assist with this transition.

This plan will also require more work from the Legal Counsel than was originally anticipated and will most likely require contract and budget modifications.

High-Level Steps:

- Approval by CASCC
- Approval by Roundtable
- Contract for Fiscal Agent
- New Legal Counsel Contract
- Contract for Program Coordinator
 - Developing a scope of services and budget
- Communication with member cities
- Completion of a transition to new model

Appendix A

Efforts made to identify a new Fiscal Agent/Sponsor/Legal Status

- **2019 Met with SJC Airport Director John Aitken, Matt Kazmierzak, Vice Mayor Chappie Jones, San Jose Council Member Raul Peralez**

Request:

Airport sponsorship; City of San Jose participation

Result:

Refusal of SJC to sponsor;
Refusal of SJ City Council to join the SCSC RT unless given proportional representation based on population.

- **7/15/2020 Teleconference with County Supervisor Joe Simitian and Aide Kris Zanardi**

Request:

Possible County Sponsorship, he services to
Legal Representation and/or
Roundtable Coordinator job share

Result:

No ability to sponsor;
Possible Legal Representation – still pursuing;
Part time county employee (required to pay benefits and CalPERS) too costly

- **7/16/2020 Teleconference with FAA Favi Garcia and Tamara Swann**

Request:

Confirm that the FAA will still recognize the legitimacy of the SCSC Roundtable with the departure of the Santa Cruz County entities;
Inquire the status of all other US Roundtables;
Inquire if there are other known options for setting up the SCSC RT

Result:

As long as members of the SFO and SJC airport staff attend our meetings, the FAA will recognize our standing;

All other US Roundtables and Noise Forums are sponsored by Community Service Airports;
FAA does not get involved in the formation of Roundtables and knows of no other status other than being sponsored by airports

- **7/24/2020 Zoom meeting with Cupertino City Manager Deb Fang**

Request:

What are possible alternatives to being under the umbrella of CASCC:

- JPA
- Joint Venture Silicon Valley
- Individual City acting as a fiscal agent for the RT

Result:

- JPA is too structured enough to meet the needs of a Roundtable due to State mandates and the fluid nature of the RT membership;
- It is not in the wheelhouse of JVSU;
- Having a single City serve as the fiscal agent would create an optics problem because of the differing needs of the individual Cities.

Preferred status: remain with CASCC

Other discussion:

Given the community and member participants make-up, the SCSC RT should seek out its own legal counsel but not required at every meeting.

- **8/24/2020 Teleconference with County Legal Counsel Chris Cheleden and Steve Mitra**

Request:

Is it possible for the County to represent the SCSC RT;
What is the rate schedule?

Result:

County Legal Counsel does represent various agencies e.g. Fire Districts, the Library District, and other Public Agencies
Experienced in Municipal Law

- Would need to have well defined parameters/ create a firewall
- Would contract separately with the RT, if approved by County Counsel James Williams
- Rate Schedule
 - Attorney rate: \$264/hour
 - Paralegal rate: \$116/hour

9/14/2020 Follow up email request for aid in setting up a possible 501 C”?” that could meet the needs of the RT

- **9/25 Telephone Conversation with CPA Paul Resnikoff regarding a 501 C6**

Request:

General information regarding setting up the correct type of 501 C
Process to procure one

Result:

Timeline is a long one – could be up to a year

- File with IRS – possibly online: receive letter of determination
 - Attorney required to re do By Laws, look into reorganizing as an association
- Cost could range between \$5000-10,000: would include substantial attorney fees

- **10/26 Zoom Conversation with Russ Hancock / Joint Venture Silicon Valley**

Result:

JTSV is a Think Tank

The Roundtable must be Elected Officials or County Representatives directly answering to their constituencies.

Any collaboration would place JTSV between the constituents and the Roundtable

Therefore not a viable solution

- **11/25 Letter to SFO Airport Director Ivar C. Satero / 12/3 Response**

Request:

Requested a virtual meeting to discuss a “future and beneficial relationship for the SCSC RT Roundtable and SFO Airport similar to SFO RT

Result:

The Airport Director responded that he cannot accommodate our request to sponsor the Santa Clara/Santa Cruz Counties Airport/Community Roundtable. He did applaud the progress our RT has made.

Appendix B

Draft Roundtable Program Coordinator Job Description

The Santa Clara Santa Cruz Roundtable is an organization established in 2018 to address community concerns related to noise from aircraft operating to and from, but not limited to, San Francisco International Airport (SFO) and San Jose International Airport (SJC). This voluntary committee of local elected and appointed officials provides a permanent venue for public officials, airport management, FAA staff, and airline representatives to address issues regarding aircraft noise, with public input.

The Roundtable's mission is to address community noise concerns and make recommendations to the Regional Airports and FAA on noise-related issues.

The purpose of the SCSC RT is to continue to foster and enhance a cooperative relationship in order to develop, evaluate, and implement reasonable and feasible policies, procedures, and mitigation actions that will further reduce the impacts of aircraft noise in neighborhoods and communities in Santa Clara and Santa Cruz Counties.

At this point, due to financial constraints, Santa Cruz County, the City of Santa Cruz, the City of Capitola, and the City of Monte Sereno have had to withdraw their membership.

Current Membership consists of the cities of Cupertino, Los Altos, Los Altos Hills, Mountain View, Palo Alto, Santa Clara, Saratoga, Sunnyvale, and the County of Santa Clara.

As a result of reduced funding, the Roundtable has authorized no more than a total of twelve meetings for this fiscal year in its FY 2020/2021 Scope of Work. The full body Roundtable will meet quarterly, while the two standing Subcommittees may fill the remaining slots.

The Roundtable Program Coordinator will help plan, organize, and stage the Roundtable's and the Roundtable's Subcommittee meetings and will coordinate the work of an aviation noise-mitigation technical consultant. Responsibilities will include: preparation and management of the Roundtable's work plan and annual budget; regular interaction with Roundtable members, the FAA, and the public; planning and conducting Roundtable and subcommittee meetings, including coordination of meeting times and locations; and contract management overseeing and coordinating with the expert technical consultant supporting the Roundtable's work and in general.

This is a half-time permanent position.

IDEAL CANDIDATE

The ideal candidate is a team player and an independently motivated individual with knowledge and experience in airport operations. The ideal candidate is also an excellent communicator (both verbally and in writing), can develop consensus, and can successfully work with a diverse community. Additionally, the ideal candidate can manage and prioritize multiple tasks in a timely manner and can provide information to other members of the staff, elected officials, aviation consultants, and the public.

The successful candidate will emphasize coordination and communication, and continually look for innovative and creative process improvements that generate more consistent and transparent outcomes. The position requires an ability to work independently with limited supervision and an ability to work from home.

QUALIFICATIONS

Education and Experience: Any combination of education and experience that would likely provide the required knowledge and skills and abilities is qualifying. A typical way to qualify is possession of a bachelor's degree and three years of professional experience.

Knowledge of:

1. Organization of local government and concepts of public administration including familiarity with codes, ordinances, and laws, including the Brown Act and Public Records Act.
2. Modern office practices, i.e., Zoom, Word Press, Office, etc.
3. Research and sources of data

Skill/Ability to:

1. Work cooperatively and effectively with the public and co-workers and work well individually and as a member of a professional and technical team
2. Produce comprehensive, clear, and concise memos, letters, and staff reports which are accurately research, focused on essential information, reflect an appropriate level of analysis, and demonstrate objectivity
3. Make concise and understandable presentations, manage related discussions, facilitate decision-making, summarize and respond to comments effectively
4. Explain policy and procedures to the public and staff
5. Facilitate problem resolution
6. Operate and retrieve information using a computer
7. Adapt to changing situations even under pressure
8. Conduct research and analysis

APPENDIX C

June 2020 approved FY 2020/2021 contract with ESA

DRAFT

APPENDIX D

Memorandum of Understanding to be drafted by Counsel upon approval



Agenda Item No: _____

Meeting Date: September 7, 2021

SCSC ROUNDTABLE AGENDA REPORT

Department: Cities Association of Santa Clara County

Prepared by: Cities Association Ad Hoc Committee & SCSC
Roundtable Chair

TOPIC: 2021-22 FY Budget

SUBJECT: RECEIVE 2021-22 FY BUDGET PROPOSAL

EXECUTIVE SUMMARY:

Per the bylaws, the SCSC Roundtable must approve an annual budget for FY 2021-22 (July 1, 2021-June 30, 2022). Members receive the proposed budget 60 days prior to budget adoption to allow notification to each jurisdiction and the public. Due to a pause of the SCSC Roundtable (Roundtable) meetings between February – June 2021, a delay in the budget adoption process has occurred and is now being brought forward for consideration. Please note that the proposals in this budget have not been reviewed by the Cities Association Executive Board or Board of Directors.

RECOMMENDATION:

1. Receive Budget of FY 2021-22 proposed to include Annual dues and Beginning Fund Balance as the source of revenue to provide funding for proposed Roundtable Expenditures. At the November 2021 SCSC Roundtable Meeting, adopt the FY 2021-22 Budget.
2. Approve proposed Special Assessment Fee.

BACKGROUND:

On January 14, 2021, the Cities Association of Santa Clara County (Cities Association) Board of Directors approved a motion to begin requesting reimbursement of Cities Association costs incurred beginning January 1, 2021 as the SCSC Roundtable's (Roundtable) fiscal sponsor. This action was taken in response to the Audit of Fiscal Years ending 2019 and 2020 of the Cities Association. The Audit noted that the Cities Association is subsidizing the Roundtable since seven member cities of the Cities Association are not Roundtable members. In the fiscal year ending 2020, between \$35,000 - \$40,000 of staff time was expended to provide services to the Roundtable, e.g. bookkeeping, project management.

Also on January 14, 2021, an Ad Hoc Committee of the Executive Board was formed to work with an Ad Hoc Committee of the Roundtable to identify ways to address issues raised by the Board. The Cities Association Ad Hoc Committee is scheduled to provide a report to the Board of Directors on September 9, 2021.

Per communication (Attachment A) sent to the SCSC Roundtable by Cities Association leadership on August 18, 2021, the Cities Association Board of Directors approved the following motions on August 12, 2021:

1. For the SCSC Roundtable to pay for all legal, investigation and staff bills related to Roundtable work, as determined, and approved by the CASCC Board of Directors; and for the SCSC Roundtable to include this assessment in their budget so that the Roundtable member jurisdictions may be invoiced for past and future amounts.
2. To direct CASCC staff to limit any work associated with the Roundtable to the bare minimum needed for the Roundtable Board to hold a public meeting to approve bills and any other technical work that is necessary to continue their own work.

Per this communication, the proposed Roundtable FY 2021-22 Budget has been drafted in collaboration with the Roundtable Chair and is attached for review and action (Attachment B). Also included is a FY 2021-22 Budget that includes the Special Assessment Fee (Attachment C) as recommended by the Cities Association Board for review and action so that the Roundtable member jurisdictions may be invoiced for past and future amounts.

Due to a pause of Roundtable meetings between February – June 2021 and the absence of an adopted budget, the Facilitator/Consultant contract with Environmental Science Associates (ESA) was extended from June 2021 to December 2021 and included a fund balance of \$46,257 for the current fiscal year; as of August 31, 2021, the fund balance is \$20,295. The contract is proposed to be renewed and extended to June 30, 2022 and included in the proposed budget.

The Scope of work for the Facilitator/Consultant services include:

Task 1: Facilitate Regular Roundtable Meetings

Task 2: Roundtable Meeting Planning

Task 3: Support Work Identified in the Roundtable Work Plan and Assigned by the Roundtable Chair with the Concurrence of the CASCC Project Manager

Task 4: Respond to Inquiries from the Public, Elected Officials, and Key Stakeholders

Task 5: Provide Content for and Update the Santa Clara/Santa Cruz Counties Airport/Community Roundtable Public Website

BYLAWS and BUDGET ADOPTION

The approved SCSC Bylaws outline the member dues funding formula at .50 per capita (all jurisdictions except very large cities such as San José). If San José elected to join, its maximum is established at .10 per capita. See Attachment D for current SCSC Roundtable Funding Calculations.

Article VIII. Funding/Budget (Bylaws approved March 27, page 7)

1. The Roundtable shall be funded by its voting member agencies. Attached to the bylaws is the initial Funding allocation for each City and County. The Cities Association of Santa Clara County shall establish a Roundtable Fund that contains the funds from the member agencies and shall be the keeper of the Roundtable Fund. All Roundtable expenses shall be paid from the Roundtable Fund.

2. The amount of the annual funding for each member shall be based on the approved per

capita formula and may be increased or decreased on a percentage basis at a Regular or Special Meeting by a majority vote of those members present at that meeting.

3. The Roundtable fiscal year shall be from July 1st to June 30th.

4. Roundtable Staff, in consultation with the Roundtable Chairperson, will recommend an annual funding amount for the Roundtable at least 60 days prior to the anticipated date of adoption of the annual Roundtable Budget and inform each member of their anticipated increase or decrease in funding amount.

5. The Roundtable shall adopt an annual budget at a Regular Meeting or at a Special Meeting to be held between February - April of each calendar year. The budget must be approved by a majority of the Representatives/Alternates who are present at that meeting.

6. The adopted Roundtable Budget may be amended at any time during the fiscal year, as needed. Such action shall occur at a Regular Roundtable Meeting and be approved by a majority of the Roundtable Representatives present at that meeting.

7. If a member withdraws from the Roundtable, per the provisions of Article III. Section 9, the remainder of that member's annual Roundtable funding contribution shall be forfeited, since the annual Roundtable Budget and Work Program are based on revenue provided by all Roundtable members.

The Memorandum of Understanding also discusses the budget:

Memorandum of Understanding (MOU, Article II, page 4)

The Roundtable shall establish a budget for each fiscal year. Each Roundtable voting member jurisdiction shall contribute to the budget based on a per capita formula: the population of each jurisdiction (most recent available census numbers) times the following per capita fee structure. This formula is the maximum contribution a jurisdiction will make:

Per Capita Fee Structure

Large City \$ 0.50

Small City \$ 0.50

Medium City \$ 0.50

XL City \$ 0.10

County \$ 0.50

PROPOSED INCOME

For Fiscal Year 2020-21 all expected funding was received from all jurisdictions. It is recommended that the Annual Dues (\$187,598) remain the same for FY 2021-2022. As of July 1, 2021, the Beginning Fund Balance (\$76,520) was carried over from FY 2020-21.

	SCSC Roundtable Budget Resources			
	2019 - approved	Jan – June 2020 - approved	FY 2021 - approved	FY 2022 - proposed
Annual Dues	\$250,000	\$125,000	\$187, 598	\$237,598
Beginning Fund Balance		\$24,849	\$35,913	\$76,520
Total	\$250,000	\$149,849	223,511	\$314,118

PROPOSED ALLOCATIONS AND EXPENDITURES

For FY 2022 several of the proposed expenditures are included based on meetings and discussion between the joint Cities Association and Roundtable Ad Hoc Committees. Line items such as Program Coordinator and Fiscal Agent Fee are contingent upon mutual agreement between the Cities Association and Roundtable and included to ensure funding is available as appropriate upon approval. As of September 1, 2021, the Cities Association Ad Hoc committee has not submitted proposals or recommendations to the Executive Board and Board of Directors. See Attachment B for Draft FY 2021-22 Budget.

SPECIAL ASSESSMENT FEE

Per action of the Cities Association Board, a Special Assessment Fee is included for consideration in order to cover the unanticipated legal and Cities Association staff time incurred for services related to the Roundtable. These fees were incurred due to services required to address personnel matters that included the Roundtable. Such matters are typically addressed in-house through Human Resources, an Attorney, or a third party as needed. As an organization, the Cities Association is not set-up to provide or fund such services and thus a third party Attorney was hired to provide the needed service per federal regulation.

Special Assessment as of August 25, 2021:	
<i>CASCC Staff (January – June)</i>	\$6,079
<i>CASCC Legal</i>	\$9,450
<i>Legal HR</i>	\$11,493
<i>Estimated Future Special Assessment</i>	\$23,000
Special Assessment Total	\$50,022

To view the staff and legal invoice in details, see Attachment D, or the communication submitted to the Roundtable on August 18, 2021. Additional fees of this nature are expected to be incurred in the future; additional funding estimated at \$23,000 is suggested to be budgeted or considered to cover such costs, which are unknown at this time and to be determined.

For the Roundtable’s consideration, funding of the Special Assessment Fee is suggested to be calculated according to the per capita formula used to calculate annual dues for each member jurisdiction (Attachment E).

POTENTIAL ACTIONS

SCSC Roundtable has the following potential options or actions to consider:

1. Receive Draft Budget and schedule adoption at the November 2021 SCSC Roundtable Meeting.
2. Provide specific direction regarding changes to the draft budget.
3. Approve the proposed Special Assessment Fee.

SCSC ROUNDTABLE AGENDA REPORT / Page: 5

4. Take no action.

ATTACHMENTS

- Attachment A: August 18, 2021 Communication from Cities Association Leadership Re: Board of Director Actions
- Attachment B: SCSC Roundtable Proposed Budget FY 2021-22
- Attachment C: SCSC Roundtable Proposed Budget FY 2021-22 with Special Assessment Fee
- Attachment D: Communication from Cities Association Staff Re: Staff and Legal Invoices
- Attachment E: Calculations for Funding the SCSC Roundtable and Special Assessment Fee

Attachment A



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August 18, 2021

SCSC Roundtable
PO Box 3144
Los Altos, CA 94024

VIA email

RE: Unanticipated Legal and Staff Costs

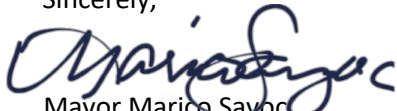
Dear Chair Bernald and Members of the SCSC Roundtable Members:

At the August 12, 2021 Board of Directors Meeting, the Board of Directors approved several motions regarding the SCSC Roundtable.

- For the SCSC Roundtable to pay for all legal, investigation and staff bills related to Roundtable work, as determined, and approved by the CASCC Board of Directors; and for the SCSC Roundtable to include this assessment in their budget so that the Roundtable member jurisdictions may be invoiced for past and future amounts.
- To direct CASCC staff to limit any work associated with the Roundtable to the bare minimum needed for the Roundtable Board to hold a public meeting to approve bills and any other technical work that is necessary to continue their own work.

Therefore, the Board of Directors is respectfully asking the SCSC Roundtable to hold a public meeting at the earliest availability and approve a budget that includes these unanticipated costs so that the member jurisdictions may be appropriately invoiced.

Sincerely,


Mayor Marico Sayoc
President



Vice Mayor Chappie Jones
1st Vice President

SCSC ROUNDTABLE: Financial Status & Draft Budget FY 2021-22

	Calendar 2019 Actual	FY2020 -- 1/20-6/20 Actual	FY 2021 Estimated	FY 2022 Estimated
Resources				
Beginning Fund Balance		\$24,849	\$35,913	\$76,520
Income/Dues	\$250,000	\$124,999	\$187,598	\$187,598 *
Total Revenue	\$250,000	\$149,848	\$223,511	\$264,118
Expenditures				
ESA	\$222,655	\$107,492	\$133,743	\$136,257 **
Legal (Koplow, Logan & Powell)	\$1,950	\$6,443	\$ 13,248	\$25,000
Fiscal Sponsorship Fee (Estimated 15%***)				\$28,140
Program Coordinator:				
Salary				\$46,800 ****
Tax & Payroll				\$4,680
Office Expenses				\$600
Equipment (Computer, phone, etc.,)				\$4,000
Subscriptions (Zoom, Microsoft Office, etc.,)				\$1,000
Total Expenses	\$224,605	\$113,935	\$146,991	\$246,477
Ending Fund Balance	\$25,395	\$35,913	\$76,520	\$17,641

Notes:

* Assumes dues remain as the same as FY 21.

** Amount of contract with ESA through December 2021 (\$46,257) and January through June 2022 (\$90,000)

***Fiscal Sponsorship Fee is an estimate; it has not been discussed or negotiated w/the Board of Directors; Fiscal Sponsorship Fee may range between 10-20% upon negotiation

****Program Coordinator Salary calculated \$45/hour @20 hours/week; recommended hourly rate is \$35-45 per hour; hours per week and salary rate to be determined

Date: August 30, 2021

Attachment C

SCSC ROUNDTABLE: Financial Status & Draft Budget FY 2021-22 With Special Assessment

	Calendar 2019 Actual	FY2020 -- 1/20-6/20 Actual	FY 2021 Estimated	FY 2022 Estimated
Resources				
Beginning Fund Balance		\$24,849	\$35,913	\$76,520
Income/Dues	\$250,000	\$124,999	\$187,598	\$187,598 *
<i>Special Assessment:</i>				
CASCC Legal				\$9,450
Legal HR				\$11,493
CASCC Staff				\$6,079
Special Assessment Subtotal				\$27,022
Future Special Assessment Estimate				\$23,000
Special Assessment Total				\$50,022
Total Revenue	\$250,000	\$149,848	\$223,511	\$314,140
Expenditures				
ESA	\$222,655	\$107,492	\$133,743	\$136,257 **
Misc. Office (CASCC staff time & HR Legal current and future)	\$546	\$0		\$50,022 ***
Legal (Koplow, Logan & Powell)	\$1,950	\$6,443	\$ 13,248	\$25,000
Fiscal Sponsorship Fee (Estimated 15%)*****				\$28,140
<i>Program Coordinator:</i>				
Salary				\$46,800 *****
Tax & Payroll				\$4,680
Office Expenses				\$600
Equipment (Computer, phone, etc.,)				\$4,000
Subscriptions (Zoom, Microsoft Office, etc.,)				\$1,000
Total Expenses	\$225,151	\$113,935	\$146,991	\$296,499
Ending Fund Balance	\$24,849	\$35,913	\$76,520	\$17,641

Notes:

* Assumes dues remain as the same as FY 21.

** Amount of contract with ESA through December 2021 (\$46,257) and January through June 2022 (\$90,000)

***Special Assessment Fee (\$27,022) plus potential additional costs related to RT (estimated at \$22,978 and TBD; future costs are unknown)

****Fiscal Sponsorship Fee is an estimate; it has not been discussed or negotiated w/the Board of Directors; fiscal sponsorship rate may range between 10-20%

*****Program Coordinator Salary calculated \$45/hour @ 20 hours/week; recommended hourly rate is \$35-45; hours per week to be determined

Detail of FY 21 Expenditures updated on 8/25/21			
Legal - paid	\$ 3,760	paid (koplow, logan/powell)	
Legal Logan & Powell	\$ 4,840	paid (koplow, logan/powell)	
	\$ 4,648	paid (koplow, logan/powell)	
	CASCC (Jan-April)	\$ 9,450	invoiced, Not paid
	legal - hr	\$ 11,493	CASCC paid
	subtotal	\$ 20,943	
Misc Office (Staff time)			
	CASCC	\$ 3,623	Invoiced, not paid
	CASCC (May, June)	\$ 2,457	invoiced, not paid
	total	\$ 6,079	

Date: August 30, 2021



Memorandum

To: Chair Mary-Lynne Bernald and Members of the SCSC Roundtable
From: Cities Association of Santa Clara County Board of Directors
Date: August 18, 2021
Subject: Unanticipated Legal Expenses

Per your request, attached are the copies of the unanticipated legal bills.

The remainder of the bills will be sent to your legal counsel as the bills are attorney-client privileged and confidential.

Attachments:

- SCSC Roundtable Financial Status as of August 16, 2021
- CASCC Staff Invoices available to date
- CASCC Legal engagement/contracts

SCSC ROUNDTABLE: Financial Status

	Calendar 2019 Actual	FY2020 -- 1/20-6/20 Actual	FY 2021 Estimated	FY 2022 Estimated
Resources				
Beginning Fund Balance		\$24,849	\$35,913	\$3,443
Income/Dues	\$250,000	\$124,999	\$187,598	\$187,598 *
Total Resources	\$250,000	\$149,848	\$223,511	\$191,041
Expenditures				
ESA	\$222,655	\$107,492	\$180,000 *	\$46,257 **
Misc. Office	\$546	\$0	\$6,079	
Legal	\$1,950	\$6,443	\$34,191	\$3,000 ***
Total Expenses	\$225,151	\$113,935	\$220,270 ****	\$49,257 *****
Ending *	\$24,849	\$35,913	\$3,242	\$141,784

Notes:

- * Assumes dues remain the same as FY 21.
- ** Amount of contract with ESA through December 2021
- ***expenditure approved by SCSC Roundtable July 2021
- **** Does not include CASCC staff time, billed to the RT, not yet paid by the RT
- ***** Does not include CASCC administrative staff time and other costs

*FY 21 Expenditure Detail

65+	Detail of FY 21 Expenditures				
	Legal - paid	\$	3,760	paid (koplow, logan/powell)	
	Legal Logan & Powell	\$	4,840	pending Board approval	
		\$	4,648	pending Board approval	
	CASCC (Jan-April)	\$	9,450	invoiced, Not paid	
	legal - hr	\$	11,493	CASCC paid	
	subtotal	\$	34,191		
	Misc Office (Staff time) CASCC	\$	3,623	Invoiced, not paid	
	CASCC (May, June)	\$	2,457	invoiced, not paid	*Updated on 8/16/2021
		\$	6,079		

Date: August 16, 2021



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**BILLABLE HOURS for SCSC Roundtable
 Employee – Executive Director
 January – April 2021**

Jan-21	\$1,847.05
Feb-21	\$ 718.15
Mar-21	\$ 842.7
Apr-21	\$ 214.65

Executive Director’s cost (\$53/hour)	<u>\$3,622.55</u>
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**Contractor – Legal Counsel
 February – April 2021**

Feb-21	\$6,800.00
Mar-21	\$2,450.00
Apr-21	\$ 200.00

Legal Counsel’s cost (\$250/hour)	<u>\$9,450.00</u>
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Executive Director	\$3,622.55
Legal Counsel	\$9,450.00

Total Due to CASCC for staff time	<u>\$13,072.55</u>
--	---------------------------



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**BILLABLE HOURS for SCSC Roundtable
 Employee – Executive Director
 January – April 2021**

DATE	DESCRIPTION	HOURS
19-Jan	Chappie Jones staff regarding ad hoc committee	0.1
20-Jan	communicate w ESA regarding appointments and contact information	0.2
	doodle poll for ad hoc meeting and correspondence with SCSC RT Ad Hoc Committee members	0.3
		0.1
3-Jan	Communicate with congressional office re: SFO	0.1
3-Jan	Communicate with SCSC RT Committee Chairs	0.5
	Communicate & prep with attorney, Marico & Chappie regarding SCSC Ad Hoc Committee Proposal	0.5
4-Jan	communicate with ESA regarding code of conduct	0.1
4-Jan	request ESA to send NOISE forum info to RT	0.1
5-Jan	communicate with ProudCity, ESA about website bill.	0.1
	communicate with Ad Hoc Committee, respond to request for upcoming meeting information, audit information	0.2
5-Jan	communicate with County staff regarding ad hoc proposal	0.1
5-Jan	communicate with ESA regarding documents on website	0.2
8-Jan	process/post ESA invoice	0.2
	correspondence with the Chair regarding the approved ESA Contract	0.1
8-Jan	emails with ad hoc committee regarding link to meetings	0.1
11-Jan	check in call with Evan	0.5
11-Jan	posting SCSC RT Draft plan to agenda and website	0.2
	Communicate & prep with attorney regarding SCSC Ad Hoc Committee Proposal	0.2
11-Jan		0.2
12-Jan	emails regarding letter to FAA (1/12-13)	0.1
	communicate with SCSC RT member city regarding appointments	0.2
13-Jan		0.2

	communicate with attorney, Chappie, Larry, Marico	
22-Jan	regarding ad hoc committee	
22-Jan	communicate with member city regarding appointments	0.1
	communicate with Chair, Palo Alto rep regarding meeting	
24-Jan	details.	0.2
25-Jan	communication regarding agenda for 1/27	0.5
25-Jan	received call from SFO	0.2
26-Jan	proudcity/esa emails	0.1
	emails regarding member city's email server rejecting	
26-Jan	emails	0.3
	Communication wit President, Counsel, Larry & Chappie	
26-Jan	regarding representation withdrawing	4
	coordination and communicatoin with ESA regarding	
27-Jan	cancellation	4
	communication with CMs/County of SCSC RT members	
26-Jan	seeking Counsel.	
	communications with ESA team regarding cancelled	
29-Jan	meeting.	0.75
28-Jan	prep for closed session	8
	closed session, follow up work, coordination with President,	
29-Jan	counsel, ESA	8
	follow up and feedback to Executive Board regarding	
30-Jan	statements	0.5
1-Feb	conversations with attorneys	
	coordinating Executive Board meeting in regards to SCSC	
27-Jan	Roundtable and code of ethics	0.75
	communicate with SCCMA, follow up Chair, ESA regarding	
28-Jan	legal counsel	0.75
	communication with Larry & Chappie, legal counsel,	
21-Jan	regarding joint ad hoc committee, creating matrix,	2.5
	continued conversations and communication with legal	
31-Jan	counsel regarding HR issue	
	total	34.85

Hours:	Rate:	Total:
34.85	\$53.00	1847.05

**February 2021
 Employee – Executive Director**

Date	Description	hours
2/1/2021- 2/4/2021	communication with executive board	6
2/1/2021- 2/4/2021	hiring new counsel, bringing new counsel up to speed on issue (communication, emails)	2
2/1-2/8	communication with Chappie/Larry and ESA worked with counsel regarding closed/open session for executive board meeting	1.75
5-Feb	engagement letter with Kat Wellman, legal counsel, follow up regarding bylaws, closed session, brown act for close session	1.5
4-Feb	communications - minimum of 129 emails	0.5
12-Feb	call with legal counsel	2
19-Feb	RT citizen complaint	3
8-Feb	agenda posting for closed session/discussion with counsel	
2-15/2-16, 2/18	doodle organize special closed executive session email and conversation with RT member jurisdiction regarding Brown Act	0.5
18-Feb		0.1
19-Feb	email with ESA to forward communication received to RT	0.1
20-Feb	SCSC RT autoreply email coordination with Larry/Chappie	0.4
21-Feb	communication with Chief Galea (Los Altos) regarding content and tone of email, fw to RT review ESA invoice, communication with ESA regarding charges, fw for Chair signature, respond to ESA with invoice changes	
22-Feb		0.5
22-Feb	communicate with KAT closed session agenda executive board meeting to approve hiring an attorney for HR issue	
24-Feb		0.5
23-Feb	communicate with Jones staff providing distribution list of RT members	0.2
		13.55

Hours:	Rate:	Total:
13.55	53.00	718.15

March 2021
Employee – Executive Director

Date	Description	hours
1-Mar	proudcity invoice/ESA	0.1
1-Mar	communicate with ESA, Executive Board Members, about a possible meeting of the SCSC Roundtable.	1.5
2-Mar	receive signed invoice from chair, file	0.1
15-Mar	Certificate of insurance for investigation - file	0.1
18-Mar	interview (and prep for interview)	9
24-Mar	follow up interview (and prep)	2
18-Mar	communicate with counsel regarding previous RT actions	0.3
3/22/ - 3/25	review correspondence for RT with Counsel	0.4
	communication regarding Retainig Ms. Powell as legal counsel for RT, review engagement, discussion of contract, include on CASCC Agenda for BOD approval	0.5
31-Mar	Brown Act issue raised by Chair to President, follow up	1
24-Mar	RT info for President, communication regarding RT pause	0.5
19-Mar	provide counsel with RT documents	0.2
2-Mar	email from ESA regarding upcoming meeting	0.2
		15.9
Hours	Rate:	Total:
15.9	53.00	842.7

April 2021
 Employee: Executive Director

DATE	DESCRIPTION	HOURS
1-Apr	meeting with ESA, change in staffing at ESA, follow up with Counsel regarding special meeting.	1
2-Apr	emails regarding attorney for RT, agendizing for approval	0.2
6-Apr	emails with chappie regarding RT meeting	0.1
6-apri & 7 apri	communicate with legal firms regarding billing, add them to payroll, w9	0.75
12-Apr	email with legal	0.1
9-Apr	correspondence with city of palo alto, ESA	0.1
14-Apr	communicate with RT member jurisdiction regarding RT	0.3
14-Apr	receive call from congressional office regarding FAA meeting	0.2
28-Apr	work with ESA on website notice	0.5
9-Apr	process invoice	0.1
30-Apr	receive call, email from SJC regarding upcoming meeting	0.5
20-Apr	work with ESA to communicate with member cities regarding email distribution	0.2
		4.05
Hours:	Rate:	Total:
4.05	53.00	214.65

Jan-21	1847.05
Feb-21	718.15
Mar-21	842.7
Apr-21	<u>214.65</u>

Total Due for Executive
 Director's time **3622.55**



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**BILLABLE HOURS for SCSC Roundtable
Employee – Executive Director
May-June 2021**

May – 21	747.30
June – 21	1709.25
<hr/>	
Total due for Executive Director's Time	2456.55



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**BILLABLE HOURS for SCSC Roundtable
 Employee – Executive Director
 May-June 2021**

DATE	DESCRIPTION	HOURS
6-May	call with Evan Wasserman, ESA, agenda	0.5
7-May	invoice - process signed invoice from Chair	0.1
7-May	invoice RT for ED hours (also May 10, communicate with legal counsel, Exec Board members	2
10-May	process scsc rt payments for ESA, kramer investigations	0.2
12-May	respond to request from Chair regarding contracts, hiring legal counsel, call with PResident, legal counsel	4
may 16/17	process invoices, discuss invoices with Kat Wellman	0.75
19-May	communication with SFO RT Coordinator, Evan	0.45
24-May	Emails	0.3
25-May	communicate with SFO RT and ESA, Congressional offices	0.25
26-May	RT - observe meeting for Executive Board, communicate with Jones, Sayoc	4
25-May	communicate with RT members jurisdictions, Executive Board Members	1
5-May	communicate with ESA biling	0.1
3-May	communicate with bookkeeper regarding RT invoicing/recording contractors info, billing etc.	0.2
3-May	communicate with atty/exec board about RT billing	0.4
4-May	communicate with attry regarding Jan. 29 closed session	1.1
5-May	prepare and attend West Valley Mayors and Managers, communicate with West Valley CM chair regarding meeting	1.5
5-May	communicate with consultant regarding planning meetings	0.2
5-May	transaction review for monthly expenses	5
6-May	communicate with ESA	0.5

5-May	communicate with congressional office, President, 1st VP regarding RT meetings	0.5
6-May	RT/CASCC communication flow chart discussion with 1st VP and ESA	0.5
7-May	receive signed ESA invoice, file	0.1
7-May	discussion with atty, send RT Billable hours to Treasurer	0.5
11-May	communicate with SJC, ESA regarding FAA Presentatoin on BRIXX	0.5
12-May	respond to requests from the Chair via the President and 1st Vice President, CASCC employee handbook, RFP process, RFPs location on website, RFPs, contract with CASCC attorney.	3.25
14-May	communicate with ESA	0.25
14-May	communicate with president, 1st vp, atty regarding RT meetings, prepare	1.2
16-May	communicate with RT atty	0.1
17-May	process investigation invoice	0.1
20-May	Call with SFO RT, communicate with ESA, Congressional offices, other staff	0.45
21-May	communicate with ESA - atty engagement, SFO RT, Contract	1
25-May	communicate with ESA, SFO RT	0.2
30-May	process ESA invoice	0.1
31-May	ESA contract extension, communicate with atty	0.45
14-May	email chair requested rfp items, forward to ESA	0.5
		32.25

Hours	Rate:	Total:
32.25	53	1709.25

DATE	DESCRIPTION	HOURS
1-Jun	communicate with ESA re contract extension, attorney	0.4
1-Jun	communicate with 1st vp and ESA regarding potential meeting	0.2
2-Jun	communicate with member jurisdiction about alternate members	0.35

2-Jun	communciate with ESA contract extension	0.2
1-Jun	contract\ part of june board meetings	0.3
3-Jun	communicate with bookkeeper re: RT expenses	0.25
3-Jun	process ESA invoices	0.2
3-Jun	communicate with Palo Alto, ESA regarding GBAS community meetings	0.2
3-Jun	communication regarding SFO RT expansion vote w/ESA/County/Palo Alto/Congressional Offices	0.25
4-Jun	process invoices, pay	0.3
10-Jun	communicate with 1st vp & past president re RT for Joint Ad Hoc meeting re-budget and reimbursements	0.75
15-Jun	communicate with SFO RT and member jurisdictions	0.2
23-Jun	process & invoices, fw to 1st vp	0.5
28-Jun	communicate with president, atty, 1st vp re: SCSC Roundtable MOU, Bylaws,	2.1
29-Jun	communicate with ESA re website update	0.1
29-Jun	respond to questions regarding MOU & bylaws of RT for joint ad hoc	1.75
7-Jun	communicate regarding bills and outstanding invoices	0.5
3-Jun	request from ESA regarding NES letter	0.2
9-Jun	NES letter follow up with 1st VP	0.2
3-Jun	review expenditures/bookkeeping for CLASS/RT	0.5
29-Jun	communicate with 1st vp re invoices	
24-Jun	communicate, prepare for meeting regarding MOU and ad hoc committee	0.75
24-Jun	meeting on mOU/Matrix	1.2
29-Jun	communicate with staff ad hoc regarding RT	0.3
24-Jun	communicate with ESA re meetings	0.5
9-Jun	communicate with ESA	0.5
24-Jun	communicate with ad hoc members regarding joint ad hoc, direction	1.2
11-Jun	follow up wiith ad hoc members	0.2
Hours:	Rate:	Total:
14.1	53	747.3

Invoice for SCSC Roundtable
Employee: Executive Director
August 16, 2021
Page 4 of 4

May – 21	747.30
June – 21	<u>1709.25</u>

Total due for
Executive Director's
Time **2456.55**

LAW OFFICES OF GARY M. BAUM
 GARY M. BAUM
 19925 STEVENS CREEK BLVD., STE 100
 CUPERTINO, CA 95014

JUNE 30, 2021
PLEASE PAY \$2,016.00 BY
07/20/2021
THANK YOU

PLEASE MAIL PAYMENT TO:

ANDI JORDAN
 EXECUTIVE DIRECTOR CASCC
 PO BOX 3144
 LOS ALTOS, CA 94024

LAW OFFICES OF GARY M. BAUM
 GARY M. BAUM
 19925 STEVENS CREEK BLVD., STE 100
 CUPERTINO, CA 95014

CLIENT #19026 SCSC ROUNDTABLE C/O CSACC INVOICE #001484

PLEASE DETACH AND RETURN WITH YOUR PAYMENT OF \$2,016.00

CLIENT #19026 SCSC ROUNDTABLE C/O CSACC INVOICE #001484

DEFAULT MATTER 1

PROFESSIONAL SERVICES SINCE THE LAST STATEMENT		HOURS	FEES
06/11/21	GMB REVIEW EMAILS FROM KAT RE ROUNDTABLE. EMAIL KAT WITH QUESTIONS.	0.60	\$189.00
06/16/21	GMB PREPARE FOR AND ATTEND TELECONFERENCE WITH KAT. BRIEF TELECONFERENCE WITH KAT AND ANDI.	0.50	\$157.50
06/17/21	GMB REVIEW EMAILS AND DOCUMENTS RE ROUNDTABLE ISSUE.	0.30	\$94.50
06/21/21	GMB EMAIL ANDI.	0.10	\$31.50
06/22/21	GMB EMAIL MORIN. EXCHANGE EMAIL WITH LAUREL. REVIEW DOCUMENT. EMAIL MARICO. TELECONFERENCE WITH ANDY.	0.70	\$220.50
06/23/21	GMB CREATE PDF'S. DRAFT STAFF REPORT. EXCHANGE MULTIPLE EMAILS WITH MORIN. EXCHANGE EMAILS WITH KAT. TELECONFERENCE WITH KAT. EXCHANGE EMAIL WITH LAUREL.	1.40	\$441.00
06/24/21	GMB EXCHANGE TEXTS WITH CHAPPIE. EXCHANGE EMAIL WITH CHAPPIE. EXCHANGE EMAIL WITH ANDI. TELECONFERENCE WITH LAUREL. TELECONFERENCE WITH CHAPPIE. EXCHANGE MULTIPLE EMAILS WITH LAUREL.	1.10	\$346.50
06/25/21	GMB EXCHANGE MULTIPLE EMAILS WITH ANDI. EXCHANGE EMAIL WITH LAUREL, KATE AND MORIN. REVIEW AND REVISE DOCUMENT.	0.50	\$157.50
06/28/21	GMB EMAIL MARICO. EXCHANGE EMAIL WITH ANNALE. TWO TELECONFERENCES WITH ANDI RE SAME.	0.60	\$189.00
06/29/21	GMB EXCHANGE EMAIL WITH MARICO. REVIEW EMAIL FROM ANDI. BRIEF REVIEW AND ANALYSIS OF DOCUMENT. EXCHANGE MULTIPLE EMAILS WITH MORIN. EMAIL KATE.	0.60	\$189.00
TOTAL:		6.40	\$2,016.00

SUMMARY OF HOURS, RATES AND FEES		RATE PER HOUR		
GMB	GMB	\$315.00	6.40	\$2,016.00

STATEMENT SUMMARY

BALANCE FROM THE LAST STATEMENT:	\$0.00
PLUS CHARGES LISTED ABOVE:	\$2,016.00
PLEASE PAY THE TOTAL BALANCE DUE:	\$2,016.00

LAW OFFICES OF GARY M. BAUM
 GARY M. BAUM
 19925 STEVENS CREEK BLVD., STE 100
 CUPERTINO, CA 95014

JULY 31, 2021
PLEASE PAY \$5,890.50 BY
08/20/2021
THANK YOU

PLEASE MAIL PAYMENT TO:

ANDI JORDAN
 EXECUTIVE DIRECTOR CASCC
 PO BOX 3144
 LOS ALTOS, CA 94024

LAW OFFICES OF GARY M. BAUM
 GARY M. BAUM
 19925 STEVENS CREEK BLVD., STE 100
 CUPERTINO, CA 95014

CLIENT #19026

SCSC ROUNDTABLE C/O CSACC

INVOICE #001501

PLEASE DETACH AND RETURN WITH YOUR PAYMENT OF \$5,890.50

CLIENT #19026

SCSC ROUNDTABLE C/O CSACC

INVOICE #001501

DEFAULT MATTER 1

PROFESSIONAL SERVICES SINCE THE LAST STATEMENT		HOURS	FEES
07/01/21	GMB EXCHANGE EMAIL WITH MORIN. REVIEW MULTIPLE EMAILS FROM ANDI. REVIEW EMAIL FROM EVAN. PREPARE FOR AND ATTEND TELECONFERENCE WITH MORIN AND LAUREL. PREPARE FOR AND ATTEND LENGTHY TELECONFERENCE WITH MARICO. EXCHANGE EMAIL WITH ANNALE DAMABEH.	1.30	\$409.50
07/05/21	GMB REVIEW EMAIL AND ANALYZE DOCUMENTS FROM ANNALE. REVIEW SECOND EMAIL FROM ANNALE.	0.10	\$31.50
07/06/21	GMB PREPARE FOR AND ATTEND MEETING WITH CHAPPIE, LARRY, MARICO AND ANDI. EMAIL LAUREL. REVIEW DOCUMENT FROM ANNALE.	1.20	\$378.00
07/07/21	GMB EXCHANGE MULTIPLE EMAILS WITH LAUREL. EXCHANGE MULTIPLE EMAILS WITH KATE. EXCHANGE MULTIPLE EMAILS WITH ANDI. EMAIL MORIN AND KATE STARKEBAUM.	0.30	\$94.50
07/08/21	GMB PREPARE FOR AND ATTEND TELECONFERENCE WITH KATE.	0.10	\$31.50
07/13/21	GMB REVIEW EMAIL FROM ANDI TO KRISTAN AND EVAN.	0.10	\$31.50
07/15/21	GMB REVIEW OF EMAIL FROM ANDI TO KIRSTEN. EXCHANGE MULTIPLE EMAILS WITH MORIN. EMAIL MARICO. TEXT MARICO.	0.30	\$94.50
07/16/21	GMB EXCHANGE EMAIL WITH MORIN. EMAIL LEE ANN LA FRANCE WALLACE RE TELECONFERENCE. LENGTHY TELECONFERENCE WITH LEE ANN WALLACE (.5). TELECONFERENCE WITH LAUREL.	0.90	\$283.50
07/18/21	GMB EXCHANGE TEXTS WITH MARICO.	0.10	\$31.50
07/19/21	GMB EXCHANGE MULTIPLE EMAILS WITH KRISHAN CHOPRA. EXCHANGE EMAIL WITH MARICO. EXCHANGE MULTIPLE EMAILS WITH MORIN. PREPARE FOR AND ATTEND LENGTHY TELECONFERENCE WITH MARICO. TELEPHONE CALL FROM KATE STARKEBAUM. TELECONFERENCE WITH KATE. SECOND TELECONFERENCE WITH MARICO.	1.50	\$472.50
07/20/21	GMB REVIEW EMAIL FROM LEE ANN WALLACE. RESEARCH AND TELEPHONE CALLS AND TELECONFERENCES WITH ATTORNEYS TO REPLACE MORIN JACOB AT LIEBERT, CASSIDY, WHITMORE. TEXT AND EMAIL MARICO. EXCHANGE MULTIPLE EMAILS WITH MARICO. EMAIL LEE ANN WALLACE. EXCHANGE EMAIL WITH KRISHAN CHOPRA.	1.70	\$535.50

DEFAULT MATTER 1

07/21/21	GMB	RESPOND TO DOODLE POLLS. EXCHANGE AND REVIEW MULTIPLE EMAILS WITH ANDI. LEGAL RESEARCH. DRAFT AGENDA. EXCHANGE EMAILS WITH AUDIN. REVIEW AGENDA. EXCHANGE EMAILS WITH KATE. TELECONFERENCE WITH ANDI. EXCHANGE EMAILS WITH REN NOSKY. EXCHANGE EMAILS WITH MARICO. REVIEW AND REVISE DOCUMENT FROM REN. REVIEW EMAIL FROM KRISHAN CHOPRA. EXCHANGE EMAIL WITH KATE.	1.50	\$472.50	
07/22/21	GMB	EXCHANGE MULTIPLE EMAILS WITH MARICO. PREPARE FOR AND ATTEND EXECUTIVE BOARD MEETING. TELECONFERENCE WITH MARICO RE SAME. REVIEW MULTIPLE EMAILS FROM ANDI. REVIEW EMAIL FROM BOARD MEMBER. REVIEW AND REVISE DOCUMENT FROM REN. EMAIL REN RE SAME.	1.60	\$504.00	
07/23/21	GMB	EXCHANGE EMAIL WITH MARICO. REVIEW EMAILS FROM ANDI.	0.10	\$31.50	
07/26/21	GMB	REVIEW EMAIL FROM ANDI. REVIEW MULTIPLE EMAILS FROM AUDEN. LEGAL RESEARCH. DRAFT AGENDA.	0.40	\$126.00	
07/28/21	GMB	EMAIL MARICO. TELECONFERENCE WITH REN NOSKY. TEXT MARICO.	0.20	\$63.00	
07/29/21	GMB	EXCHANGE EMAILS WITH MARICO. EXCHANGE EMAILS WITH ANDI. DRAFT AGENDA AND OTHER DOCUMENTS.	0.10	\$31.50	
07/30/21	GMB	EXCHANGE EMAILS WITH KATE. EXCHANGE EMAILS WITH ANDI. TELECONFERENCE WITH ANDI. REVIEW DOCUMENTS PROVIDED BY ANDI.	0.80	\$252.00	
TOTAL:			12.30	\$3,874.50	
SUMMARY OF HOURS, RATES AND FEES			RATE PER HOUR		
GMB	GMB		\$315.00	12.30	\$3,874.50

STATEMENT SUMMARY

BALANCE FROM THE LAST STATEMENT:	\$2,016.00
PLUS CHARGES LISTED ABOVE:	\$3,874.50
PLEASE PAY THE TOTAL BALANCE DUE:	\$5,890.50

LAW OFFICES OF GARY M. BAUM (408) 833-6246

KATHARINE G. WELLMAN
ATTORNEY AT LAW
2453 Harborview Drive
San Leandro, CA 94577
katwellman@gmail.com (510) 427-3173

February 4, 2021

Board of Directors
Cities Association of Santa Clara County
C/O Andi Jordan
Executive Director
P.O. Box 3144
Los Altos, CA 94024
Emailed to: andi@citiesassociation.org

RE: Letter of Engagement for Attorney Services

Dear Board of Directors:

This letter confirms an agreement to act as legal counsel to the Cities Association of Santa Clara County Board of Directors and Executive Board on a temporary basis effective February 4, 2021 to specifically cover the Executive Board meeting on Friday, February 5, 2021 and the Board of Director's meeting on Thursday evening, February 11, 2021. The scope of work includes assisting the Executive Director and the President of the Executive Board in preparation for these meetings.


At this time, I am unable to commit to acting as legal counsel beyond these two meetings, but will be discussing the workload with the Executive Director to determine if my schedule will permit me to perform additional work for CASSC. Any additional legal services agreed to between the parties shall be according to the terms of this Letter of Engagement.

My rate of pay is \$250.00 an hour, billed in 6 minute increments. Payment is expected within 30 days of providing an invoice.

The above terms and conditions are hereby agreed to:

Date: Feb 12, 2021

Date: Feb 12, 2021


Katharine G. Wellman (Feb 12, 2021 16:31 PST)

Katharine G. Wellman
Attorney at Law


Marico Sayoc (Feb 12, 2021 14:36 HST)

Marico Sayoc
Board President
Cities Association of Santa Clara County

**AGREEMENT FOR GENERAL COUNSEL SERVICES BETWEEN THE
CITIES ASSOCIATION OF SANTA CLARA COUNTY
AND GARY M. BAUM**

This AGREEMENT is made and entered into this ____ day of _____, 2021, by and between the CITIES ASSOCIATION OF SANTA CLARA COUNTY, an unincorporated association (“ASSOCIATION”), and GARY M. BAUM, an individual doing business as Law Offices of Gary M. Baum (“ATTORNEY”).

RECITALS

The purpose for which this AGREEMENT is made, and all pertinent recitals, is listed on EXHIBIT A, entitled “RECITALS”, which is attached hereto and incorporated herein.

THE PARTIES HEREBY AGREE AS FOLLOWS:

SECTION 1. SCOPE OF SERVICES.

The ATTORNEY shall perform those services specified in detail in the attached EXHIBIT B, entitled “SCOPE OF SERVICES.”

SECTION 2. TERM OF AGREEMENT.

The term of this AGREEMENT shall be from June 11, 2021 through June 30, 2023, subject to the provisions of Section 11 of this AGREEMENT.

SECTION 3. COMPENSATION.

The compensation to be paid to ATTORNEY is shown in the rate and schedule of payment is set out in EXHIBIT C, entitled “COMPENSATION,” which is attached hereto and incorporated herein.

SECTION 4. METHOD OF PAYMENT.

Each month, ATTORNEY shall furnish to the ASSOCIATION a detailed statement of the work performed for compensation during the preceding month. Such statement shall also include a detailed record of the month's actual reimbursable expenditures, if any. Such statement of services shall be sent to the following address:

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

SECTION 5. INDEPENDENT CONTRACTOR.

It is understood and agreed that the ATTORNEY, in the performance of the work and services agreed to be performed by the ATTORNEY, shall act as and be an independent contractor and not an agent or employee of the ASSOCIATION; and as an independent contractor, the ATTORNEY shall obtain no rights to retirement benefits or other benefits which accrue to the ASSOCIATION's employees, and the ATTORNEY hereby expressly waives any claim it may have to any such rights.

SECTION 6. ASSIGNABILITY.

The parties agree that the expertise and experience of ATTORNEY are material considerations for this AGREEMENT. ATTORNEY shall not assign or transfer any interest in this AGREEMENT nor the performance of any of ATTORNEY's obligations hereunder, without the prior written consent of ASSOCIATION, and any attempt by ATTORNEY to so assign this AGREEMENT or any rights, duties or obligations arising hereunder shall be void and of no effect.

SECTION 7. INDEMNIFICATION.

ATTORNEY shall defend, indemnify and hold harmless ASSOCIATION, its officers, employees and agents against any claim, loss or liability arising out of or resulting in any way from work performed under this AGREEMENT due to the willful or negligent acts (active or passive) or omissions by ATTORNEY's officers, employees or agents. The acceptance of said services and duties by ASSOCIATION shall not operate as a waiver of such right of indemnification.

SECTION 8. INSURANCE.

ATTORNEY agrees to have and maintain the policies set forth in EXHIBIT D, entitled "INSURANCE," which is attached hereto and incorporated herein. All policies, endorsements, certificates and/or binders shall be subject to approval by the Executive Director or the Director's authorized designee ("Risk Manager") as to form and content.

SECTION 9. SUBCONTRACTORS.

- A. Notwithstanding Section 6 above, ATTORNEY may use Albert W. Gieseman, Jr. or Scott D. Pinsky as subcontractors in performing the work under this AGREEMENT and may also use other subcontractors upon prior written approval by ASSOCIATION's Executive Director.
- B. ATTORNEY shall be responsible for directing the work of the approved subcontractors and for any compensation due to subcontractors. ASSOCIATION assumes no responsibility whatsoever concerning such compensation.

SECTION 10. NONDISCRIMINATION.

The ATTORNEY shall not discriminate, in any way, against or grant preferential treatment to any person on the basis of race, sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity, or national origin, in connection with or related to the performance of this AGREEMENT.

SECTION 11. TERMINATION.

A. ASSOCIATION shall have the right to terminate this AGREEMENT, without cause, by giving not less than seven (7) days written notice of termination.

B. If ATTORNEY fails to perform any of its material obligations under this AGREEMENT, in addition to all other remedies provided by law, ASSOCIATION may terminate this AGREEMENT immediately upon written notice.

C. ASSOCIATION's Executive Director is empowered to terminate this AGREEMENT on behalf of ASSOCIATION.

D. In the event of termination, ATTORNEY shall deliver to ASSOCIATION copies of all reports, documents, and other work performed by ATTORNEY under this AGREEMENT, and upon receipt thereof, ASSOCIATION shall pay ATTORNEY for services performed and reimbursable expenses incurred to the date of termination.

SECTION 12. GOVERNING LAW.

The ASSOCIATION and the ATTORNEY agree that the law governing this AGREEMENT shall be that of the State of California.

SECTION 13. COMPLIANCE WITH LAWS.

The ATTORNEY shall comply with all applicable laws, ordinances, codes and regulations of the federal, state, and local governments.

SECTION 14. CONFIDENTIAL INFORMATION.

All data, documents, discussions or other information developed or received by or for ATTORNEY in performance of this AGREEMENT are confidential and not to be disclosed to any person except as authorized by ASSOCIATION, or as required by law.

SECTION 15. OWNERSHIP OF MATERIALS.

All reports, documents or other materials developed or discovered by ATTORNEY or any other person engaged directly or indirectly by ATTORNEY to perform the services required hereunder shall be and remain the property of ASSOCIATION without restriction or limitation upon their use.

SECTION 16. WAIVER.

ATTORNEY agrees that waiver by ASSOCIATION of any breach or violation of any term or condition of this AGREEMENT shall not be deemed to be a waiver of any other term or condition contained herein or a waiver of any subsequent breach or violation of the same or any other term or condition. The acceptance by ASSOCIATION of the performance of any work or services by ATTORNEY shall not be deemed to be a waiver of any term or condition of this AGREEMENT.

SECTION 17. THE ATTORNEY'S BOOKS AND RECORDS.

A. ATTORNEY shall maintain any and all ledgers, books of account, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to ASSOCIATION for a minimum period of five (5) years, or for any longer period required by law, from the date of final payment to ATTORNEY pursuant to this AGREEMENT.

B. ATTORNEY shall maintain all documents and records which demonstrate performance under this AGREEMENT for a minimum period of five (5) years, or for any longer period required by law, from the date of termination or completion of this AGREEMENT.

C. Any records or documents required to be maintained pursuant to this AGREEMENT shall be made available for inspection or audit at no cost to ASSOCIATION, at any time during regular business hours, upon written request by the ASSOCIATION's Executive Director or his or her designee.

D. Where ASSOCIATION has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of ATTORNEY's business, ASSOCIATION may, by written request by the ASSOCIATION's Executive Director or his or her designee, require that custody of the records be given to ASSOCIATION. Access to such records and documents shall be granted to any party authorized by ATTORNEY, ATTORNEY's representatives, or ATTORNEY's successor-in-interest.

SECTION 18. CONFLICT OF INTEREST

ATTORNEY shall avoid all conflicts of interest or appearance of conflicts of interest in performance of this AGREEMENT. ATTORNEY shall file an Assuming Office Disclosure Statement of Economic Interests (Form 700) within thirty (30) days of the date of this AGREEMENT and annually thereafter by the first of April. Upon termination of this AGREEMENT, ATTORNEY shall file a Leaving Office Disclosure Statement of Economic Interest (Form 700).

SECTION 19. SPECIAL PROVISIONS.

There are no special provisions for this AGREEMENT.

SECTION 20. NOTICES.

All notices and other communications required or permitted to be given under this AGREEMENT shall be in writing and shall be personally served or mailed, postage prepaid, addressed to the respective parties as follows:

To the ASSOCIATION: Andi Jordan
 Cities Association of Santa Clara County
 PO Box 3144
 Los Altos, CA 94024
 408-766-9534

To the ATTORNEY: Gary M. Baum
 19925 Stevens Creek Bl., Ste 100
 Cupertino, CA 95014-2358
 408-833-6246 Phone

or to such other address as any party may designate by notice in accordance with this Section.

SECTION 21. VENUE.

In the event that suit shall be brought by either party to this contract, the parties agree that venue shall be exclusively vested in the State court in the County of Santa Clara.

SECTION 22. PRIOR AGREEMENTS AND AMENDMENTS.

This AGREEMENT, including all Exhibits attached hereto, represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This AGREEMENT may only be modified by a written amendment duly executed by the parties to this AGREEMENT.

SECTION 23. SVRIA

ASSOCIATION acknowledges that ATTORNEY is General Counsel of the Silicon Valley Regional Interoperability Authority (“SVRIA”), a Joint Powers Authority. While the Parties presently are aware of no apparent conflict of interest, AUTHORITY waives any conflict of interest during the period of ATTORNEY’S services to Authority under this Agreement. The Parties agree that ATTORNEY will not handle any matters for the AUTHORITY

related to SVRIA and that such matters are not a part of the scope of services for ATTORNEY under this Agreement.

SECTION 23. COUNTERPARTS

This AGREEMENT may be signed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same AGREEMENT.

WITNESS THE EXECUTION HEREOF on the day and year first herein above written.

“ASSOCIATION”
CITIES ASSOCIATION OF SANTA
CLARA COUNTY

By: _____
President of the Board of Directors

“ATTORNEY”

GARY M. BAUM

By _____
Gary M. Baum, an individual

EXHIBIT A
RECITALS

WHEREAS, the AUTHORITY desires to obtain General Counsel services; and

WHEREAS, Gary M. Baum has the necessary professional expertise and skill to perform such services; and

NOW, THEREFORE, the purpose of this AGREEMENT is to retain Gary M. Baum as ATTORNEY to the ASSOCIATION to perform those services specified herein.

EXHIBIT B
SCOPE OF SERVICES

The ATTORNEY shall provide General Counsel services to the ASSOCIATION including the following services:

SECTION 1. GENERAL.

- A. The performance of all services by the ATTORNEY shall be to the satisfaction of the ASSOCIATION.
- B. All of the services to be furnished by the ATTORNEY under this AGREEMENT shall be of the professional standard and quality which prevail among attorneys of similar knowledge and skill engaged in related work throughout California under the same or similar circumstances.
- C. The ATTORNEY shall coordinate all services with the Board of Directors, the Executive Board, the Executive Director, and other staff and contractors, as necessary.
- D. The ATTORNEY shall attend or participate in all meetings as directed by the ASSOCIATION and as necessary in order to complete services contemplated herein to the satisfaction of the ASSOCIATION.
- E. The ATTORNEY shall attend all Board of Directors meetings and Executive Board meetings, and during such meetings provide legal advice and opinions to the Boards and/or Executive Director
- F. At the request of the Executive Director the ATTORNEY shall review all preliminary Board and Committee agendas for Brown Act compliance and other legal concerns and to suggest best practices for handling various agenda items.
- G. At the request of the Executive Director the ATTORNEY shall prepare any resolutions for agenda items on the Board or Working Committee Agenda.
- H. The ATTORNEY shall review and provide input on selected staff reports upon request of the Executive Director.
- I. The ATTORNEY shall prepare staff reports upon request of the Executive Director.

SECTION 2. BASIC SERVICES.

2.1 The ATTORNEY shall perform all of the specific services in the Tasks listed below, upon either a request from the Board of Directors, Executive Board or at written request of the Executive Director:

2.2 Provide advice regarding provisions of California and Federal Constitutions, statutes, decisions, ordinances, regulations and the formation and implementation of the ASSOCIATION Joint Powers Agreement.

2.3 Review, negotiate and/or draft a wide range of contracts and agreements and coordinate with ASSOCIATION staff and/or ASSOCIATION member staff as needed.

2.4 Prepare resolutions or review resolutions prepared by staff.

2.5 Review and/or prepare policies to: (a) ensure compliance/consistency with the ASSOCIATION Bylaws or organizational documents, current ASSOCIATION policies, applicable federal, state and local law and regulations, and (b) as otherwise requested.

2.6 Prepare, review and/or modify of legal documents utilized by the ASSOCIATION in the course of business to ensure and/or determine compliance/consistency with the ASSOCIATION Joint Powers Agreement, current ASSOCIATION policies, applicable federal, state and local law and regulations. These documents may include, but are not limited to, Board resolutions and meeting minutes, purchase orders, lease agreements, policies, employment applications/forms and ASSOCIATION forms and notices.

2.7 Respond to inquiries from Board Members or Executive Director.

2.8 Provide legal opinions on various subjects as needed, including risk and liability exposure issues.

2.9. Represent the ASSOCIATION in litigation, including administrative and court proceedings following specific authorization by the Board of Directors.

2.10. Provide other legal services, as requested by the Executive Director.

SECTION 3. SERVICES PREVIOUSLY RENDERED

3.1 It is understood and acknowledged by the ASSOCIATION and ATTORNEY that ATTORNEY has commenced some of the services described in this Agreement for the ASSOCIATION in anticipation of the full approval and execution of this Agreement by the parties. ASSOCIATION agrees to compensate ATTORNEY pursuant to the terms set out in this Agreement for those services previously performed by ATTORNEY, on and after June 11, 2021 that the ASSOCIATION determines are wholly consistent with the services that are to be performed and provided by ATTORNEY under this Agreement and that the ASSOCIATION has accepted and approved.

EXHIBIT C
COMPENSATION

Basic Services

ATTORNEY shall be compensated for authorized Basic Services in accordance with the following Fee Schedule, which Fees shall be billed in 1/10th hour increments:

Hourly Fee Schedule :

Gary M. Baum	\$315 per hour
Albert W. Gieseeman, Jr.	\$315 per hour
Partner Level Attorneys	\$315 per hour
Associate Level Attorneys	\$275 per hour
Law Clerks	\$175 per hour
Paralegals	\$165 per hour

The above listed rates shall apply.

Reimbursable Expenses

Reimbursable Expenses shall be charged at actual cost unless otherwise indicated and supported by documentation. Reimbursable Expenses include the following: photocopying, court costs, postage, messenger service, and necessary travel (Current IRS Rate). Mileage shall only be charged when it exceeds \$10.00. Mileage will be calculated from the Cupertino office address. Meals and Facsimile costs are not reimbursable.

EXHIBIT D

INSURANCE REQUIREMENTS

ATTORNEY, at ATTORNEY's sole cost and expense, shall procure and maintain (or shall cause to be procured and maintained) for the duration of the AGREEMENT (or for such longer periods as may be specified below), at its sole cost and expense, the following insurance coverage.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. The coverage provided by Insurance Services Office Commercial General Liability coverage ("occurrence") Form Number CG 0001; and
2. The coverage provided by Insurance Services Office Form Number CA 0001 covering Automobile Liability. Coverage shall be included for all owned, non-owned and hired automobiles; and
3. Workers' Compensation insurance as required by the California Labor Code and Employers Liability insurance if required by law; and
4. Professional Liability Errors & Omissions for all professional services.

B. Minimum Limits of Insurance

ATTORNEY shall maintain limits no less than:

1. Commercial General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit; and
2. Professional Liability Errors & Omissions \$1,000,000 Aggregate Limit.

There shall be no endorsement reducing the scope of coverage required above unless approved by the Risk Manager.

C. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by ASSOCIATION's Risk Manager. At the option of ASSOCIATION, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects ASSOCIATION, its officer, employees, agents and contractors; or ATTORNEY shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses in an amount specified by the ASSOCIATION's Risk Manager.

D. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1. Commercial General Liability Coverage

a. The CITIES ASSOCIATION OF SANTA CLARA COUNTY, its officers, employees, agents, volunteers and contractors are to be covered as additional insureds as respect to: Liability arising out of activities performed by or on behalf of, ATTORNEY; premises owned, leased or used by ATTORNEY; and automobiles owned, leased, hired or borrowed by ATTORNEY. The coverage shall contain no special limitations on the scope of protection afforded to ASSOCIATION, its officers, employees, agents and contractors.

b. ATTORNEY's insurance coverage shall be primary insurance as respects ASSOCIATION, its officers, employees, agents, volunteers and contractors. Any insurance or self-insurance maintained by ASSOCIATION, its officers, employees, agents or contractors shall be excess of ATTORNEY's insurance and shall not contribute with it.

c. Any failure to comply with reporting provisions of the policies by ATTORNEY shall not affect coverage provided ASSOCIATION, its officers, employees, agents, or contractors.

d. Coverage shall state that ATTORNEY's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. All Coverages. Each insurance policy required by this AGREEMENT shall be endorsed to state that coverage shall not be suspended, voided, canceled, or reduced in limits except after thirty (30) days' prior written notice has been given to ASSOCIATION.

E. Subcontractors

ATTORNEY shall include all subcontractors as insured under its policies or shall obtain separate certificates and endorsements for each subcontractor.

Santa Clara/Santa Cruz Community Roundtable Final Funding Formula

City Name	2010 Census Population	.5/.1 approved calculation	Adopted FY 2021 Budget	proposed FY 22	FY 22 special assessment
Cupertino	58,302	\$ 29,151.00	\$ 17,926.99	\$ 17,926.91	\$ 4,780.14
Mountain View	74,066	\$ 37,033.00	\$ 22,774.18	\$ 22,774.08	\$ 6,072.62
Palo Alto	64,403	\$ 32,201.50	\$ 19,802.95	\$ 19,802.87	\$ 5,280.36
Santa Clara	116,468	\$ 58,234.00	\$ 35,812.15	\$ 35,812.00	\$ 9,549.13
Saratoga	29,926	\$ 14,963.00	\$ 9,201.79	\$ 9,201.76	\$ 2,453.61
Sunnyvale	140,081	\$ 70,040.50	\$ 43,072.80	\$ 43,072.62	\$ 11,485.14
Unincorporated Santa Clara County	89,960	\$ 44,980.00	\$ 27,661.34	\$ 27,661.23	\$ 7,375.76
Los Altos	28,976	\$ 14,488.00	\$ 8,909.68	\$ 8,909.65	\$ 2,375.72
Los Altos Hills	7,922	\$ 3,961.00	\$ 2,435.90	\$ 2,435.89	\$ 649.52
		\$	\$	\$	
		406,524.00	187,597.78	187,597.00	\$ 50,022.00

per capita fee structure	
Large City	\$ 0.50
Medium City	\$ 0.50
Small City	\$ 0.50
XL City	\$ 0.10
County	\$ 0.50



Agenda Item No: 3c

Meeting Date: September 9, 2021

Cities Association of Santa Clara County Agenda Report

Santa Clara/Santa Cruz Roundtable: Board discussion and consideration of conditions to enter into negotiations with SCSC Roundtable regarding the continuing or ending of fiscal sponsorship.

**Prepared by: Andi Jordan
Executive Director**

SUBJECT: UPDATE AND CONSIDERATION OF ACTIONS RELATED TO SCSC ROUNDTABLE

EXECUTIVE SUMMARY:

The Board of Directors has met numerous times this calendar year, responding to unanticipated human resources issues concerning the SCSC Roundtable. The human resources issues have resulted in unanticipated bills. Ultimately, the Board of Directors must decide who is responsible for these bills. Are the 9 jurisdictions of the SCSC Roundtable responsible or are the 15 cities of the CASCC responsible? If no action is taken to supplant these funds, the CASCC will not be solvent by the end of FY 22.

At the August Board of Directors meeting, the Board made 2 motions regarding the SCSC Roundtable.

Motion by Montano for the SCSC Roundtable to pay for all legal, investigation and staff bills related to Roundtable work, as determined and approved by the CASCC Board of Directors; and for the SCSC Roundtable to include this assessment in their budget so that the Roundtable member jurisdictions may be invoiced for past and future amounts. Seconded by Fligor. Motion adopted 10-3-0-2

Motion by Sayoc to direct CASCC staff to limit any work associated with the Roundtable to the bare minimum needed for the Roundtable Board to hold a public meeting to approve bills and any other technical work that is necessary to continue their own work. Seconded by Constantine. Motion adopted 13-0-0-2

The SCSC Roundtable held a special meeting on September 8, 2021 and did not take action on the request for reimbursement.

The Board of Directors is being asked to consider actions and parameters defining if and when the CASCC will move forward with continued fiscal sponsorship.

RECOMMENDATION:

Recommendations from the Executive Board of Directors:

- a. Reimbursement of all outstanding costs is a condition precedent to entering into negotiations for the various agreements required for continued interaction and fiscal sponsorship, including MOU. Any negotiations are conditioned upon full payment of all outstanding invoices.
- b. If SCSC Roundtable fails to pay, fiscal sponsorship terminates December 31, 2021 and staff is directed to take appropriate steps to implement the termination.
- c. The costs for any future services provided to the SCSC Roundtable will be reimbursed based upon the current agreement between the CASCC and SCSC Roundtable without the need for additional action by the Roundtable Board.

BACKGROUND:

History of the Cities Association regarding the SCSC Roundtable including Actions by the Board of Directors and Recent Actions of the SCSC Roundtable regarding request of the Cities Association:

- The SCSC Roundtable was established by the Board of Directors of the Cities Association of Santa Clara County in fall of 2018. The CASCC agreed to act as the fiscal sponsor of the SCSC Roundtable to allow for the immediate formation of the Roundtable until the Roundtable could become an independent organization. The CASCC Board of Directors and Executive Board expected staff time supporting the SCSC Roundtable to diminish over time.
- In June of 2020, the Executive Board of Directors requested the SCSC Roundtable move to become an independent organization and asked for a report at the January 2021 meeting. The Executive Board also requested the SCSC Roundtable utilize legal counsel at their meetings and for needed actions. The CASCC also shared (with no cost to the SCSC Roundtable) research from a tax expert and an attorney on various legal entities the SCSC roundtable might form.
- July 2020, the SCSC Roundtable lost 4 members of the Roundtable (Santa Cruz, Capitola, Santa Cruz County, Monte Sereno) and a third of their budget. SCSC Roundtable members voted to change bylaws and MOU during a budget discussion to remove fiduciary responsibility of the CASCC and cut in half the recommended budget for legal counsel.
- In November of 2020, the CASCC Audit urged cost recovery and that the SCSC Roundtable pay for staff time and other costs the CASCC were incurring because of the SCSC Roundtable.
- At the January 2021 Board of Directors Meeting, the Board directed staff to begin billing staff time spent on any SCSC Roundtable to the Roundtable.
- On January 25, legal counsel withdrew from representation of the SCSC Roundtable as the SCSC Roundtable was not heeding legal advice, acting contrary to CASCC's request to form an independent organization creating a conflict, and ongoing disputes made for an unworkable relationship. The Executive Board requested that the Executive Director find legal counsel for the SCSC Roundtables upcoming meeting, and the SCSC Roundtable Chair declined to accept the recommendation.
- In February 2021, the CASCC Board of Directors ceased all operation of the SCSC Roundtable until legal representation was found.
- Joint Ad Hoc Committee formed (2 members of Executive Board of the CASCC and 3 members of the SCSC Roundtable) to discuss if the SCSC Roundtable should form own entity or remain with the CASCC and mitigate issues.

- The SCSC Roundtable requested Logan & Powell represent them on future meetings. Under direction of the Ad Hoc Committee, the SCSC Roundtable began having meetings.
- The SCSC Roundtable met in a “special meeting” in June 2021, and a regular meeting in July 2021, and did not agendize or approve a budget.
- At the request of the Board of Directors, The SCSC Roundtable scheduled a special meeting, agendizing a budget and the BOD request to pay for unanticipated costs associated with the Roundtable. The Roundtable approved tentative dues and line items for ESA and an attorney.
- The SCSC Roundtable has not approved a FY 22 budget, as set forth by their bylaws, therefore dues may not be invoiced.

FISCAL IMPACT:

The complete fiscal impact of the unanticipated fees/human resources issue are unknown. The Cities Association does not have the reserves to offset the costs.

OPTIONS:

- a. Reimbursement of all outstanding costs is a condition precedent to entering into negotiations for the various agreements required for continued interaction and fiscal sponsorship, including MOU. Any negotiations are conditioned upon full payment of all outstanding invoices.
- b. If Roundtable fails to pay, fiscal sponsorship terminates December 31, 2021 and staff is directed to take appropriate steps to implement the termination.
- c. The costs for any future services provided to the Roundtable will be reimbursed based upon the current agreement between the CASCC and Roundtable without the need for additional action by the Roundtable Board.
- d. Take no action, however no action leaves the Cities Association at financial risk.
- e. Ask for more information and return agenda item next month.
- f. other

RECOMMENDED ACTION BY THE EXECUTIVE BOARD:

- a. Reimbursement of all outstanding costs is a condition precedent to entering into negotiations for the various agreements required for continued interaction and fiscal sponsorship, including MOU. Any negotiations are conditioned upon full payment of all outstanding invoices.
- b. If SCSC Roundtable fails to pay, fiscal sponsorship terminates December 31, 2021 and staff is directed to take appropriate steps to implement the termination.
- c. The costs for any future services provided to the Roundtable will be reimbursed based upon the current agreement between the CASCC and SCSC Roundtable without the need for additional action by the SCSC Roundtable Board.

Cities Association of Santa Clara County Ad Hoc Committee Report to Board of Directors

September 9, 2021



Ad Hoc Committee Report Update

I. Recommendation

II. Executive Board Direction of 09/03/21

III. SCSC Roundtable Meeting Update of 09/07/21

IV. Potential Actions

I. Recommendation

A. Cities Association to continue supporting the SCSC Roundtable (RT) as its fiscal sponsor should RT approve payment of expenses incurred on their behalf (CASCC staff time, legal, and HR) at their September 7, 2021 Special Meeting.*

*Note: Recommendations B and C noted in Ad Hoc Committee Report no longer apply unless alternative actions are taken.



II. Executive Board Direction of September 3, 2021

- Reimbursement of all outstanding costs is a condition precedent to entering into negotiations for the various agreements required for continued interaction and fiscal sponsorship, including MOU. Any negotiations are conditioned upon full payment of all outstanding invoices.
- If SCSC Roundtable fails to pay, fiscal sponsorship terminates December 31, 2021 and staff is directed to take appropriate steps to implement the termination.
- The SCSC Roundtable should enter into Agreement with CASCC that provides that costs for any future services provided to the SCSC Roundtable will be reimbursed without the need for additional action by the Roundtable Board.



III. Roundtable Meeting of September 7, 2021 Update


- RT took the following actions per letter received from SCSC Roundtable Attorney Kirsten Powell:
 - Motion by Member Hendricks to notify the Cities Association that the items in the budget for ESA and Logan and Powell would be approved. Additional detail is needed from the Cities Association on the HR, Legal, and Cities Association staff items, as well as additional details on the costs for the program coordinator and associated costs, and the fiscal sponsorship fee (all the line items they had provided) with a more specific and detailed breakdown on the \$27,000 previously incurred costs and the \$23,000 future costs. This motion was seconded by Member Watanabe and passed unanimously with one member absent.
 - Motion by Member Enander to direct CASCC staff to limit any work associated with the Roundtable to the bare minimum needed for the Roundtable Board to hold a public meeting to approve bills and any other technical work that is necessary to continue their own work.

Roundtable September 7 Meeting Summary

- Ad Hoc Committee assisted Roundtable in drafting budget and memo in consultation with RT Chair.
- RT reviewed draft budget and approved:
 - ESA/Consultant (\$136,257 as proposed or to be determined)
 - Legal Services (\$25,000 as proposed or to be determined)
- RT concluded they need more details regarding the following line items:
 - Special Assessment: CASCC Legal, Legal HR, CASCC Staff (\$27,022)
 - Estimated Future Special Assessment (\$23,000)
 - Estimated Fiscal Sponsorship Fee of 15% (\$28,140)
 - Estimated Salary and Associated Expenses for Program Coordinator (\$46,800 and \$10,280)

IV. Potential Actions

- Cities Association is to withdraw as Fiscal Sponsor and determine process and timeline with an end date of December 31, 2021.
- Provide SCSC Roundtable with additional details regarding requested budget line items to reconsider Special Assessment; if not approved by November 11, 2021, withdraw as Fiscal Sponsor by December 31, 2021.



Questions?/Discussion