



## Executive Board Meeting Agenda

**November 5, 2021 3:00 PM / Virtual Meeting via Zoom**

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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**

Mayor Marico Sayoc	Town of Los Gatos	<i>Chair</i>
Vice Mayor Chappie Jones	City of San Jose	<i>1<sup>st</sup> Vice President</i>
Councilmember Margaret Abe-Koga	City of Mountain View	<i>2<sup>nd</sup> Vice President</i>
Mayor Neysa Fligor	City of Los Altos	<i>Secretary-Treasurer</i>
Mayor Rich Constantine	City of Morgan Hill	<i>Legislative Action Committee Chair</i>
Mayor Larry Klein	City of Sunnyvale	<i>Past President</i>
Town Manager Laurel Prevetti,	Town of Los Gatos	<i>SCCCMA Representative (Ex-Officio)</i>
Andi Jordan		<i>Executive Director (Ex-Officio)</i>

**Note: Item 3b added 11/5/21 at 5:40pm.**

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

**WELCOME AND ROLL CALL – (Sayoc, 3:00 PM)**

**PUBLIC COMMENT**

**CLOSED SESSION**

<b>1.</b>	<b>CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION</b>
Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9: (2 potential cases - allegations of hostile work environment)	

**OPEN SESSION**

<b>1.</b>	<b>Consent Agenda</b>
1a.	Approval of September Executive Board of Directors Meeting Minutes Attachment: <a href="#">Minutes</a>
1b.	Receive September financial statements Attachment: <a href="#">Financial Report</a>
1c.	Adoption of resolution for meetings to stay virtual Attachment: <a href="#">Resolution</a> , <a href="#">Staff Report</a>
1d.	Approval of invoices to be paid: <ul style="list-style-type: none"><li>• Environmental Science Associates - \$8,660.00 for YTD total of \$162,702.50</li><li>• Logan &amp; Powell - \$4,620.00 (invoice available to Board members upon request)</li><li>• Kramer Workplace Investigations - \$1175.00 (invoice available to Board members upon request)</li></ul> Attachment: <a href="#">ESA Invoice</a>

<b>2. Status of FY 22 Budget and Consideration of Budget Amendment</b>	
<i>Attachments:</i> <ul style="list-style-type: none"><li>• <a href="#">Staff Report</a></li><li>• <a href="#">Proposed Budget Amendment</a></li><li>• <a href="#">LCC vs CASCSC Dues Comparison</a></li><li>• <a href="#">CASCSC Dues 2018-22</a></li></ul>	
<b>3. Organizational Status</b>	
3a.	Review of draft joint powers agreement  <i>Attachments:</i> <a href="#">Staff Report</a> , <a href="#">Draft Joint Powers Agreement</a>
3b.	Discussion of the following items per request by Board Member Vice Mayor Liang Chao: <ul style="list-style-type: none"><li>• CASCSC requests each CASCSC board member to get its city council's approval on whether to change the organization format to JPA.</li><li>• For the Board to consider whether to pause any additional legal expenses on the JPA work until there is an approval from every city to become JPA.</li></ul> <i>Attachment:</i> <a href="#">Email Correspondence</a>
<b>4. Committee Reports</b>	
<ul style="list-style-type: none"><li>• Housing (Klein)</li><li>• Transportation (Abe-Koga)</li><li>• Covid-19 (Sayoc)</li><li>• Nominating Committee (Sayoc)</li></ul>	
<b>5. November Board of Directors Meeting Agenda</b>	
Discuss and approve agenda for the November Board of Directors meeting  Proposed agenda:  1. Consent Agenda <ul style="list-style-type: none"><li>a. Financial report</li><li>b. Minutes</li><li>c. Invoices</li></ul>	

<ul style="list-style-type: none"><li>2. LifeMoves</li><li>3. CSC appointee presentations – MTC, others?</li><li>4. FY 22 Budget Update and possible amendments</li><li>5. Plan Bay Area 2050</li><li>6. Request from Vice Mayor Chao, Cupertino (if received)</li><li>7. Election of Officers</li><li>8. SCCCMA Update</li><li>9. Executive Director Update</li></ul>	
<b>6.</b>	<b>Santa Clara County City Managers Association (SCCCMA) Update (Prevetti)</b>
<b>7.</b>	<b>Executive Director Update (Jordan)</b>

## **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](mailto:audin@citiesassociation.org)
  - Emails will be forwarded to the Executive Board of Directors
  - IMPORTANT: identify the Agenda Item number in the subject line of your email. All emails received will be entered into the record for the meeting.
2. Provide oral public comments during the meeting:
  - When the Chair announces the item on which you wish to speak, click the “raise hand” feature in Zoom. Speakers will be notified shortly before they are called to speak.
  - When called to speak, please limit your comments to the time allotted (up to 3 minutes, at the discretion of the Chair).
  - Phone participants:
    - \*6 - Toggle mute/unmute
    - \*9 - Raise hand

### **ACCESSIBILITY**

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



# Executive Board Special Meeting Agenda

## September 3, 2021 11:30 AM / Virtual Meeting via Zoom

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

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

### **Board Members**

Mayor Marico Sayoc	Town of Los Gatos	<i>Chair</i>
Vice Mayor Chappie Jones	City of San Jose	<i>1<sup>st</sup> Vice President</i>
Councilmember Margaret Abe-Koga	City of Mountain View	<i>2<sup>nd</sup> Vice President</i>
Mayor Neysa Fligor	City of Los Altos	<i>Secretary-Treasurer</i>
Mayor Rich Constantine	City of Morgan Hill	<i>Legislative Action Committee Chair</i>
Mayor Larry Klein	City of Sunnyvale	<i>Past President</i>
Town Manager Laurel Prevetti,	Town of Los Gatos	<i>SCCCMA Representative (Ex-Officio)</i>
Andi Jordan		<i>Executive Director (Ex-Officio)</i>

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

**WELCOME AND ROLL CALL – (Sayoc, 3:00 PM)**

**PUBLIC COMMENT**

No public comment was given.

**Closed Session**

<b>1.</b>	<b>Public Employee Performance Evaluation &amp; Public Employee Labor Negotiation</b>
Title: Executive Director Pursuant to Government Code Section 54957(b)	

**Open Session**

**REPORT OUT FROM CLOSED SESSION**

No action to report.

<b>1.</b>	<b>Consent Agenda</b>
Motion to approve consent agenda by Jones. Seconded by Fligor. Motion adopted 6-0-0-0.	
1a.	Approval of August Executive Board of Directors Meeting Minutes
1b.	Approval of invoice from Environmental Science Associates: \$20,295.00 for a total to date billing of \$154,042.50
<b>2.</b>	<b>December General Membership Event</b>
Discussion and consideration of holding December Event virtually or in-person.	

<b>3.</b>	<b>Committee Reports</b>
	<ul style="list-style-type: none"><li>• Transportation (Abe-Koga)</li><li>• Housing (Klein)</li><li>• Racial Justice (Jones)</li><li>• Ad Hoc Committee for SCSC Roundtable (Jones/Klein)</li><li>• COVID-19 (Sayoc)</li></ul>
<b>4.</b>	<b>September Meeting Agendas</b>
	<p>Discuss and approve agenda for the September City Selection Committee and Board of Directors meeting</p> <p>City Selection Committee</p> <ol style="list-style-type: none"><li>1. Appointment of Sourcewise representative</li><li>2. Nomination of representative and alternate for OAC Central County Cities; South County and West Valley Cities</li></ol> <p>Legislative Action Committee – no meeting, legislative session ends next week</p> <p>Requests to present:</p> <ul style="list-style-type: none"><li>• Pano (start-up using GPS and panoramic video to quickly geolocate fires.)</li><li>• Supervisor Susan Ellenberg</li></ul> <p>Possible Committee Presentations:</p> <ul style="list-style-type: none"><li>• Housing (Klein)</li><li>• Racial Justice (Jones)</li><li>• Transportation (Abe-Koga)</li><li>• Ad Hoc Committee/SCSC Roundtable (Jones/Klein)</li><li>• LAC (Constantine)</li><li>• Planning Collaborative – Let's Talk Housing update</li></ul> <p>Reports from City Selection Committee Members:</p> <ul style="list-style-type: none"><li>• MTC (Abe-Koga)</li><li>• ABAG (Gibbons/Fligor)</li><li>• RWRC (Watanabe/Klein/Chao)</li><li>• OAC (Gibbons)</li><li>• ALUC</li></ul>
<b>5.</b>	<b>Santa Clara County City Managers Association (SCCMA) Update (Prevetti)</b>
<b>6.</b>	<b>Executive Director Update (Jordan)</b>



## ADJOURNMENT

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Respectfully submitted,

A handwritten signature in black ink, appearing to read "A. Leung", written in a cursive style.

Audin Leung  
Board Clerk

# Management Report

Cities Association of Santa Clara County  
For the period ended September 30, 2021



Prepared by  
**BestBooks4U Bookkeeping & QuickBooks Consulting**

Prepared on  
**October 4, 2021**

For management use only

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NOTE: August payroll ran only once instead of twice. Therefore, an additional payroll appears in September.

	CASCC	PC	Roundtable	TOTAL
NET OPERATING INCOME	96,193.96	-13,135.00	-67,606.25	15,452.71
NET INCOME	\$96,193.96	\$ -13,135.00	\$ -67,606.25	\$15,452.71

# Balance Sheet

As of September 30, 2021

	Total
<b>ASSETS</b>	
<b>Current Assets</b>	
<b>Bank Accounts</b>	
1001 Checking - Union Bank	59,765.67
<b>Total Bank Accounts</b>	<b>59,765.67</b>
<b>Accounts Receivable</b>	
1200 Accounts Receivable	58,693.21
<b>Total Accounts Receivable</b>	<b>58,693.21</b>
<b>Other Current Assets</b>	
1300 LAIF Funds	124,393.36
1310 Venue Prepaid Deposit	1,000.00
1395 Accrued Interest	44.60
<b>Total Other Current Assets</b>	<b>125,437.96</b>
<b>Total Current Assets</b>	<b>243,896.84</b>
<b>Fixed Assets</b>	
1500 Machinery and Equipment	2,203.41
1700 Accumulated Depreciation	-1,926.59
<b>Total Fixed Assets</b>	<b>276.82</b>
<b>TOTAL ASSETS</b>	<b>\$244,173.66</b>
<b>LIABILITIES AND EQUITY</b>	
<b>Liabilities</b>	
<b>Current Liabilities</b>	
<b>Accounts Payable</b>	
2000 Accounts Payable	10,488.00
<b>Total Accounts Payable</b>	<b>10,488.00</b>
<b>Credit Cards</b>	
2200 First National Bank of Omaha	320.73
FNBO_2nd	107.00
<b>Total Credit Cards</b>	<b>427.73</b>
<b>Total Current Liabilities</b>	<b>10,915.73</b>
<b>Total Liabilities</b>	<b>10,915.73</b>
<b>Equity</b>	
1110 Unrestricted Fund Balance	182,837.30
3000 Opening Bal Equity	-34.00
3010 Reserves	0.00
3013 Reserve for New Equip.	1.92
3014 Reserve for Operations	35,000.00
<b>Total 3010 Reserves</b>	<b>35,001.92</b>
Net Income	15,452.71
<b>Total Equity</b>	<b>233,257.93</b>
<b>TOTAL LIABILITIES AND EQUITY</b>	<b>\$244,173.66</b>

# Statement of Cash Flows

July - September, 2021

	Total
<b>OPERATING ACTIVITIES</b>	
Net Income	15,452.71
Adjustments to reconcile Net Income to Net Cash provided by operations:	
1200 Accounts Receivable	-58,693.21
2000 Accounts Payable	-5,786.00
2200 First National Bank of Omaha	-10.17
FNBO_2nd	-107.00
<b>Total Adjustments to reconcile Net Income to Net Cash provided by operations:</b>	<b>-64,596.38</b>
<b>Net cash provided by operating activities</b>	<b>-49,143.67</b>
<b>NET CASH INCREASE FOR PERIOD</b>	<b>-49,143.67</b>
Cash at beginning of period	108,909.34
<b>CASH AT END OF PERIOD</b>	<b>\$59,765.67</b>

# Monthly Reports:Monthly Summary VENDOR Expenses

September 2021

	Total
Adobe	33.98
Aiden - Kristen Leung	1,393.50
Andi Jordan	13,631.08
AP Intego	47.81
Bestbooks4U	522.50
Canva	12.95
Environmental Science Associates	8,660.00
Great American Grill	150.17
Gusto	1,271.88
Intuit	105.00
Kramer Workplace Investigations	2,050.00
Law Office of Gary M Baum	1,953.00
Logan & Powell LLP	3,905.00
Microsoft	25.00
Union Bank	3.00
Verizon	30.30
Zoom.us	113.50
<b>TOTAL</b>	<b>\$33,908.67</b>

Monthly Reports:MONTHLY Transaction Detail by Account

September 2021

Date	Transaction Type	Num	Adj	Name	Class	Memo/Description	Split	Amount	Balance
1001 Checking - Union Bank									
09/02/2021	Expense		No	Gusto			6565 OFFICE PERSONNEL_CONSULTANTS:Payroll Service Fees	-111.00	-111.00
09/02/2021	Expense		No	Great American Grill		andi used wrong cc	6162 GENERAL OFFICE:Hospitality	-150.17	-261.17
09/08/2021	Expense	534	No	Bestbooks4U		FW: Invoice 534 from BestBooks4U Bookkeeping & QuickBooks Consulting	6310 OFFICE PERSONNEL_CONSULTANTS:Legal & Professional Fees:Accounting Services	-522.50	-783.67
09/09/2021	Deposit		No	Mountain View			1499 Undeposited Funds	10,856.89	10,073.22
09/09/2021	Deposit	78758259	No	Andi Jordan		reimbursement of Andi using wrong card for great american grille	6162 GENERAL OFFICE:Hospitality	150.17	10,223.39
09/09/2021	Deposit		No	City of Gilroy			1499 Undeposited Funds	10,856.89	21,080.28
09/10/2021	Deposit		No	Los Gatos Town			1499 Undeposited Funds	8,697.51	29,777.79
09/10/2021	Deposit		No	Los Altos Hills			1499 Undeposited Funds	6,523.13	36,300.92
09/15/2021	Bill Payment (Check)		No	Law Office of Gary M Baum			2000 Accounts Payable	-3,433.50	32,867.42
09/15/2021	Bill Payment (Check)		No	Environmental Science Associates		Project: D181353.00	2000 Accounts Payable	-20,295.00	12,572.42
09/15/2021	Bill Payment (Check)		No	Law Office of Gary M Baum			2000 Accounts Payable	-1,953.00	10,619.42
09/15/2021	Bill Payment (Check)		No	Kramer Workplace Investigations			2000 Accounts Payable	-2,050.00	8,569.42
09/15/2021	Bill Payment (Check)		No	Logan & Powell LLP			2000 Accounts Payable	-3,905.00	4,664.42
09/15/2021	Bill Payment (Check)		No	Kramer Workplace Investigations			2000 Accounts Payable	-3,775.00	889.42
09/15/2021	Journal Entry	PR 09-15 period 09-10	No			Debit net pay	-Split-	-3,627.57	-2,738.15
09/15/2021	Journal Entry	PR 09-15 period 09-10	No			Debit tax	-Split-	-2,016.24	-4,754.39
09/15/2021	Journal Entry	PR 09-15 period 08-26	No			Debit tax	-Split-	-1,984.29	-6,738.68
09/15/2021	Journal Entry	PR 09-15 period 08-26	No			Debit net pay	-Split-	-3,554.04	-10,292.72
09/20/2021	Expense		No	AP Intego			6568 OFFICE PERSONNEL_CONSULTANTS:Workers Compensation	-47.81	-10,340.53
09/22/2021	Credit Card Payment		No				FNBO_2nd	-107.00	-10,447.53
09/22/2021	Credit Card Payment		No				2200 First National Bank of Omaha	-320.73	-10,768.26
09/23/2021	Bill Payment (Check)		No	Baird + Driskell Community Planning			2000 Accounts Payable	-13,135.00	-23,903.26
09/30/2021	Journal Entry	PR 09-30 period 09-25	No			debit net pay	-Split-	-176.37	-24,079.63
09/30/2021	Journal Entry	PR 09-30 period 09-25	No			Debit net pay	-Split-	-3,054.59	-27,134.22
09/30/2021	Journal Entry	PR 09-30 period 09-25	No			Debit tax	-Split-	-1,922.53	-29,056.75
09/30/2021	Expense		No	Union Bank			6120 GENERAL OFFICE:Bank Service Charges	-3.00	-29,059.75
Total for 1001 Checking - Union Bank								\$ -29,059.75	

1200 Accounts Receivable

09/08/2021	Payment	check 198686	No	City of Gilroy			1499 Undeposited Funds	-10,856.89	-10,856.89
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Date	Transaction Type	Num	Adj	Name	Class	Memo/Description	Split	Amount	Balance
09/08/2021	Payment	check 00224373	No	Mountain View			1499 Undeposited Funds	-10,856.89	-21,713.78
09/08/2021	Payment	check 19159	No	Los Altos Hills			1499 Undeposited Funds	-6,523.13	-28,236.91
09/08/2021	Payment	check 145305	No	Los Gatos Town			1499 Undeposited Funds	-8,697.51	-36,934.42
<b>Total for 1200 Accounts Receivable</b>								<b>\$ -36,934.42</b>	
<b>1499 Undeposited Funds</b>									
09/08/2021	Payment	check 00224373	No	Mountain View		received 9/8/2021, check 00224373	1200 Accounts Receivable	10,856.89	10,856.89
09/08/2021	Payment	check 145305	No	Los Gatos Town		received 9/8/2021 Check number 145305	1200 Accounts Receivable	8,697.51	19,554.40
09/08/2021	Payment	check 198686	No	City of Gilroy		received 9/8/2021, check number 198686	1200 Accounts Receivable	10,856.89	30,411.29
09/08/2021	Payment	check 19159	No	Los Altos Hills		received 9/8/2021, check # 19159	1200 Accounts Receivable	6,523.13	36,934.42
09/09/2021	Deposit		No	City of Gilroy		received 9/8/2021, check number 198686	1001 Checking - Union Bank	-10,856.89	26,077.53
09/09/2021	Deposit		No	Mountain View		received 9/8/2021, check 00224373	1001 Checking - Union Bank	-10,856.89	15,220.64
09/10/2021	Deposit		No	Los Gatos Town		received 9/8/2021 Check number 145305	1001 Checking - Union Bank	-8,697.51	6,523.13
09/10/2021	Deposit		No	Los Altos Hills		received 9/8/2021, check # 19159	1001 Checking - Union Bank	-6,523.13	0.00
<b>Total for 1499 Undeposited Funds</b>								<b>\$0.00</b>	
<b>2000 Accounts Payable</b>									
09/02/2021	Bill	579	No	Kramer Workplace Investigations		FW: Kramer Workplace Investigations Invoice	6350 OFFICE PERSONNEL_CONSULTANTS:Legal & Professional Fees:Roundtable consultant and technical services	2,050.00	2,050.00
09/02/2021	Bill	001535	No	Law Office of Gary M Baum		invoice - bill - Gary Baum Law	6350 OFFICE PERSONNEL_CONSULTANTS:Legal & Professional Fees:Roundtable consultant and technical services	1,953.00	4,003.00
09/13/2021	Bill		No	Logan & Powell LLP		Fw: outstanding invoices	6320 OFFICE PERSONNEL_CONSULTANTS:Legal & Professional Fees:Attorney Services	3,905.00	7,908.00
09/15/2021	Bill Payment (Check)		No	Kramer Workplace Investigations			1001 Checking - Union Bank	-3,775.00	4,133.00
09/15/2021	Bill Payment (Check)		No	Law Office of Gary M Baum			1001 Checking - Union Bank	-3,433.50	699.50
09/15/2021	Bill Payment (Check)		No	Environmental Science Associates			1001 Checking - Union Bank	-20,295.00	-19,595.50
09/15/2021	Bill Payment (Check)		No	Law Office of Gary M Baum			1001 Checking - Union Bank	-1,953.00	-21,548.50
09/15/2021	Bill Payment (Check)		No	Kramer Workplace Investigations			1001 Checking - Union Bank	-2,050.00	-23,598.50
09/15/2021	Bill Payment (Check)		No	Logan & Powell LLP			1001 Checking - Union Bank	-3,905.00	-27,503.50
09/15/2021	Bill	167281	No	Environmental Science Associates		FW: Invoice for Project SCSC Roundtable Facilitation-FY 2020-20	6350 OFFICE PERSONNEL_CONSULTANTS:Legal & Professional Fees:Roundtable consultant and technical services	8,660.00	-18,843.50
09/23/2021	Bill Payment (Check)		No	Baird + Driskell Community Planning			1001 Checking - Union Bank	-13,135.00	-31,978.50
<b>Total for 2000 Accounts Payable</b>								<b>\$ -31,978.50</b>	
<b>2200 First National Bank of Omaha</b>									

Date	Transaction Type	Num	Adj	Name	Class	Memo/Description	Split	Amount	Balance
09/03/2021	Expense		No	Adobe			6620 GENERAL OFFICE:Software Licenses	33.98	33.98
09/13/2021	Expense		No	Verizon			6880 Office:Telephone	30.30	64.28
09/13/2021	Expense		No	Zoom.us			6620 GENERAL OFFICE:Software Licenses	113.50	177.78
09/17/2021	Expense		No	Intuit			6620 GENERAL OFFICE:Software Licenses	25.00	202.78
09/20/2021	Expense		No	Microsoft			6620 GENERAL OFFICE:Software Licenses	25.00	227.78
09/20/2021	Expense		No	Intuit			6620 GENERAL OFFICE:Software Licenses	80.00	307.78
09/20/2021	Expense		No	Canva			6620 GENERAL OFFICE:Software Licenses	12.95	320.73
09/22/2021	Credit Card Payment		No				1001 Checking - Union Bank	-320.73	0.00
<b>Total for 2200 First National Bank of Omaha</b>								<b>\$0.00</b>	
<b>FNBO_2nd</b>									
09/22/2021	Credit Card Payment		No				1001 Checking - Union Bank	-107.00	-107.00
<b>Total for FNBO_2nd</b>								<b>\$ -107.00</b>	
<b>6000 GENERAL OFFICE</b>									
<b>6120 Bank Service Charges</b>									
09/30/2021	Expense		No	Union Bank	CASCC	image fee	1001 Checking - Union Bank	3.00	3.00
<b>Total for 6120 Bank Service Charges</b>								<b>\$3.00</b>	
<b>6162 Hospitality</b>									
09/02/2021	Expense		No	Great American Grill	CASCC	andi used wrong cc	1001 Checking - Union Bank	150.17	150.17
09/09/2021	Deposit	78758259	No	Andi Jordan	CASCC	reimbursement of Andi using wrong card for great american grille	1001 Checking - Union Bank	-150.17	0.00
<b>Total for 6162 Hospitality</b>								<b>\$0.00</b>	
<b>6620 Software Licenses</b>									
09/03/2021	Expense		No	Adobe	CASCC	ADOBE ACROPRO SUBS - 8004438158, CA	2200 First National Bank of Omaha	33.98	33.98
09/13/2021	Expense		No	Zoom.us	CASCC	ZOOM.US 888-799-9666 - SAN JOSE, CA	2200 First National Bank of Omaha	113.50	147.48
09/17/2021	Expense		No	Intuit	CASCC	INTUIT *QuickBooks Onl - CL.INTUIT.COM, CA	2200 First National Bank of Omaha	25.00	172.48
09/20/2021	Expense		No	Canva	CASCC	CANVA* I03181-31969045 - CAMDEN, DE	2200 First National Bank of Omaha	12.95	185.43
09/20/2021	Expense		No	Microsoft	CASCC	MSFT * E0100FUR02 - MSBILL.INFO, WA	2200 First National Bank of Omaha	25.00	210.43
09/20/2021	Expense		No	Intuit	CASCC	INTUIT *QuickBooks Onl - CL.INTUIT.COM, CA	2200 First National Bank of Omaha	80.00	290.43
<b>Total for 6620 Software Licenses</b>								<b>\$290.43</b>	
<b>Total for 6000 GENERAL OFFICE</b>								<b>\$293.43</b>	

Date	Transaction Type	Num	Adj	Name	Class	Memo/Description	Split	Amount	Balance
<b>Office</b>									
<b>6880 Telephone</b>									
09/13/2021	Expense		No	Verizon	CASCC	VZWRLSS*PRPAY AUTOPAY - 888-294-6804, FL	2200 First National Bank of Omaha	30.30	30.30
<b>Total for 6880 Telephone</b>								<b>\$30.30</b>	
<b>Total for Office</b>								<b>\$30.30</b>	
<b>OFFICE PERSONNEL_CONSULTANTS</b>									
<b>6300 Legal &amp; Professional Fees</b>									
<b>6310 Accounting Services</b>									
09/08/2021	Expense	534	No	Bestbooks4U	CASCC	bestbooks4	1001 Checking - Union Bank	522.50	522.50
<b>Total for 6310 Accounting Services</b>								<b>\$522.50</b>	
<b>6320 Attorney Services</b>									
09/13/2021	Bill		No	Logan & Powell LLP	Roundtable	Logan & Powell Llp	2000 Accounts Payable	3,905.00	3,905.00
<b>Total for 6320 Attorney Services</b>								<b>\$3,905.00</b>	
<b>6350 Roundtable consultant and technical services</b>									
09/02/2021	Bill	579	No	Kramer Workplace Investigations	CASCC	Kramer Workplace Investigations	2000 Accounts Payable	2,050.00	2,050.00
09/02/2021	Bill	001535	No	Law Office of Gary M Baum	CASCC	Law Offices of Gary	2000 Accounts Payable	1,953.00	4,003.00
09/15/2021	Bill	167281	No	Environmental Science Associates	Roundtable	Environmental Science Associates	2000 Accounts Payable	8,660.00	12,663.00
<b>Total for 6350 Roundtable consultant and technical services</b>								<b>\$12,663.00</b>	
<b>Total for 6300 Legal &amp; Professional Fees</b>								<b>\$17,090.50</b>	
<b>6565 Payroll Service Fees</b>									
09/02/2021	Expense		No	Gusto	CASCC	GUSTO FEE 087812 CCD 6sem GUSTO FEE 087812 CCD 6semjqa8psc	1001 Checking - Union Bank	111.00	111.00
<b>Total for 6565 Payroll Service Fees</b>								<b>\$111.00</b>	
<b>6568 Workers Compensation</b>									
09/20/2021	Expense		No	AP Intego	CASCC	APIntego ACHTRANS CCD 834 APIntego ACHTRANS CCD 83496569	1001 Checking - Union Bank	47.81	47.81
<b>Total for 6568 Workers Compensation</b>								<b>\$47.81</b>	
<b>6575 Payroll Wages/Salary</b>									
09/15/2021	Journal Entry	PR 09-15 period 09-10	No		CASCC	regular wages	-Split-	648.99	648.99
09/15/2021	Journal Entry	PR 09-15 period 09-10	No		CASCC	Regular Wages	-Split-	4,593.75	5,242.74
09/15/2021	Journal Entry	PR 09-15 period 08-26	No		CASCC	Regular Wages	-Split-	4,593.75	9,836.49
09/15/2021	Journal Entry	PR 09-15 period 08-26	No		CASCC	regular wages	-Split-	551.01	10,387.50
09/30/2021	Journal Entry	PR 09-30 period 09-25	No		CASCC	regular wages	-Split-	193.50	10,581.00

Date	Transaction Type	Num	Adj	Name	Class	Memo/Description	Split	Amount	Balance
09/30/2021	Journal Entry	PR 09-30 period 09-25	No		CASCC	Regular Wages	-Split-	4,593.75	15,174.75
Total for 6575 Payroll Wages/Salary								\$15,174.75	
6580 Payroll Taxes									
09/15/2021	Journal Entry	PR 09-15 period 09-10	No		CASCC	Employer Taxes	-Split-	401.07	401.07
09/15/2021	Journal Entry	PR 09-15 period 08-26	No		CASCC	Employer Taxes	-Split-	393.57	794.64
09/30/2021	Journal Entry	PR 09-30 period 09-25	No		CASCC	Employer Taxes	-Split-	366.24	1,160.88
Total for 6580 Payroll Taxes								\$1,160.88	
Total for OFFICE PERSONNEL_CONSULTANTS								\$33,584.94	
Not Specified									
09/30/2021	Journal Entry	PR 09-30 period 09-25	No			debit net pay	-Split-	0.00	0.00
Total for Not Specified								\$0.00	

Profit and Loss by Class % Change

July - September, 2021

	CASC			PC			Roundtable			TOTAL		
	Jul - Sep, 2021	Jul - Sep, 2020 (PY)	% Change	Jul - Sep, 2021	Jul - Sep, 2020 (PY)	% Change	Jul - Sep, 2021	Jul - Sep, 2020 (PY)	% Change	Jul - Sep, 2021	Jul - Sep, 2020 (PY)	% Change
INCOME												
4000 INCOME										0.00	0.00	0.00%
4010 Membership Dues	149,957.07	149,957.07	0.00 %							149,957.07	149,957.07	0.00 %
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	149,957.07	150,407.14	-0.30 %					187,597.78	-100.00 %	149,957.07	338,004.92	-55.63 %
Total Income	149,957.07	150,407.14	-0.30 %	0.00	0.00	0.00%	0.00	187,597.78	-100.00 %	149,957.07	338,004.92	-55.63 %
GROSS PROFIT	149,957.07	150,407.14	-0.30 %	0.00	0.00	0.00%	0.00	187,597.78	-100.00 %	149,957.07	338,004.92	-55.63 %
EXPENSES												
6000 GENERAL OFFICE										0.00	0.00	0.00%
6120 Bank Service Charges	9.00	9.00	0.00 %							9.00	9.00	0.00 %
6162 Hospitality	150.17									150.17	0.00	0.00%
6180 Insurance	150.17	450.51	-66.67 %							150.17	450.51	-66.67 %
6220 Dues and Subscriptions		400.00	-100.00 %							0.00	400.00	-100.00 %
6550 Supplies and Equipment		1,422.99	-100.00 %							0.00	1,422.99	-100.00 %
6610 Postage and Delivery	1.05	61.75	-98.30 %							1.05	61.75	-98.30 %
6615 Office/General Administrative Expenses	214.00									214.00	0.00	0.00%
6620 Software Licenses	911.28	532.44	71.15 %							911.28	532.44	71.15 %
Total 6000 GENERAL OFFICE	1,435.67	2,876.69	-50.09 %							1,435.67	2,876.69	-50.09 %
6700 Reimbursable Expense		437.50	-100.00 %							0.00	437.50	-100.00 %
Office										0.00	0.00	0.00%
6880 Telephone	90.90									90.90	0.00	0.00%
Total Office	90.90									90.90	0.00	0.00%
OFFICE PERSONNEL_CONSULTANTS										0.00	0.00	0.00%
6153 Contractors					24,975.00	-100.00 %				0.00	24,975.00	-100.00 %
6300 Legal & Professional Fees										0.00	0.00	0.00%
6310 Accounting Services	1,265.00	6,981.25	-81.88 %							1,265.00	6,981.25	-81.88 %
6320 Attorney Services	4,095.00	6,202.00	-33.97 %				13,392.50	950.00	1,309.74 %	17,487.50	7,152.00	144.51 %
6350 Roundtable consultant and technical services	13,632.50			13,135.00			54,213.75	16,503.75	228.49 %	80,981.25	16,503.75	390.68 %
Total 6300 Legal & Professional Fees	18,992.50	13,183.25	44.07 %	13,135.00			67,606.25	17,453.75	287.35 %	99,733.75	30,637.00	225.53 %
6565 Payroll Service Fees	285.00	165.00	72.73 %							285.00	165.00	72.73 %
6568 Workers Compensation	159.45	150.12	6.22 %							159.45	150.12	6.22 %
6575 Payroll Wages/Salary	30,468.72	26,250.00	16.07 %							30,468.72	26,250.00	16.07 %
6580 Payroll Taxes	2,330.87	2,008.13	16.07 %							2,330.87	2,008.13	16.07 %
Total OFFICE PERSONNEL_CONSULTANTS	52,236.54	41,756.50	25.10 %	13,135.00	24,975.00	-47.41 %	67,606.25	17,453.75	287.35 %	132,977.79	84,185.25	57.96 %
Total Expenses	53,763.11	45,070.69	19.29 %	13,135.00	24,975.00	-47.41 %	67,606.25	17,453.75	287.35 %	134,504.36	87,499.44	53.72 %
NET OPERATING INCOME	96,193.96	105,336.45	-8.68 %	-13,135.00	-24,975.00	47.41 %	-67,606.25	170,144.03	-139.73 %	15,452.71	250,505.48	-93.83 %
NET INCOME	\$96,193.96	\$105,336.45	-8.68 %	\$ -13,135.00	\$ -24,975.00	47.41 %	\$ -67,606.25	\$170,144.03	-139.73 %	\$15,452.71	\$250,505.48	-93.83 %

**TO:** Board of Directors  
Cities Association of Santa Clara County

**FROM:** Andi Jordan, Executive Director  
Gary M. Baum, General Counsel

**SUBJECT:** Adoption of Resolution to Permit Meetings of the Board of Directors  
Executive Board and all Subsidiary Bodies for a Period of 30 Days, Unless  
further extended by the Board of Directors

**RECOMMENDATIONS:**

Approve the attached resolution permitting the Board of Directors, Executive Board and all subsidiary bodies to hold their meetings via Zoom with full public access, electronically to the meetings.

**BACKGROUND**

The Board of Directors previously approved continuing to hold future meetings via Zoom after the Governor's Executive Order expired. This resolution satisfies the legal requirements necessary in order to continue to hold meetings of the Board of Directors, Executive Board and all subsidiary bodies utilizing Zoom. The Board will be required to pass a similar resolution every thirty days after original passage or at its next subsequent meeting, whichever is later, in order comply with statutory requirements.

**LEGAL ANALYSIS**

AB361 modified Government Code Section 54953 by adding provisions that allow local governmental entities to not comply with certain provisions of the telephonic meeting requirements if there was a declared emergency or an order or recommendation for social distancing.

Specifically, AB 361 **removes** the following requirements:

- The requirement to post an agenda at a private home, business, hotel or wherever the Board Member is located has been lifted.
- The requirement that individual Board Members home, work or current location address be listed on the agenda has been removed.
- The requirement that the location of the Board Member be ADA accessible has been removed. Of course, there are existing laws that require a public building to be ADA accessible.

- A majority of a quorum is no longer required to be within our jurisdiction, which would be Santa Clara County.

AB 361 **added** the following requirements:

- The meeting must allow a call-in option **or** an internet-based option for public participation. SVRIA will meet this requirement.
- Should either the call-in option or internet-based option stop working, the Board can take no further action until the access to the public is restored.
- Starting 30 days after the first meeting held under this new approach the Board must pass findings every 30 days, or at a subsequent meeting that an emergency continues to exist or there are requirement or recommendations for social distancing.
- Staff must list the access and method for public participation on the agenda.

Two of the former requirements from 54953 continue:

- All votes taken must be roll call votes. (54953(b)(2))
- The agenda must also be posted at the usual location at SCPD. (54953(b)(3))

**BUDGET IMPACT:**

There will be a small amount of additional work and possible minor costs incurred by staff to continue to utilize Zoom and attempt to maintain its reliability during public meetings.

Attachment "1" Resolution to Permit Holding Meetings Utilizing Zoom due to the Public Emergency

Staff Report CASC Adoption of Resolution to Permit Zoom meeting for Board of Directors, Executive Board and Subsidiary 10-25-21



## RESOLUTION NO. 2021-

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A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CITIES ASSOCIATION OF SANTA CLARA COUNTY RECOGNIZING A STATE OF EMERGENCY AND THE PROCLAMATION OF A STATE OF EMERGENCY BY GOVERNOR NEWSOM ON MARCH 4, 2020 AND AUTHORIZING REMOTE TELECONFERENCED PUBLIC MEETINGS OF THE BOARD OF DIRECTORS, EXECUTIVE BOARD AND SUBSIDIARY BODIES TO ALLOW THEM TO CONTINUE TO HOLD PUBLIC MEETINGS SOLELY BY TELECONFERENCE OR OTHERWISE ELECTRONICALLY PURSUANT TO AB 361

---

**WHEREAS**, the Cities Association of Santa Clara County (“CASC”) is an unincorporated association; and

**WHEREAS**, all public meetings of the Board of Directors, Executive Board and subsidiary bodies are open and public, as required by the Ralph M. Brown Act (Cal. Gov. Code 54950 – 54963), so that any member of the public may attend, participate, and watch their meetings and conduct their business; and

**WHEREAS**, on March 4, 2020, Governor Newsom declared a State of Emergency to make additional resources available, formalize emergency actions already underway across multiple state agencies and departments, and help the State prepare for a broader spread of COVID-19; and

**WHEREAS**, on March 17, 2020, in response to the COVID-19 pandemic, Governor Newsom issued Executive Order N-29-20 suspending certain provisions of the Ralph M. Brown Act in order to allow local legislative bodies to conduct meetings telephonically or by other means; and

**WHEREAS**, as a result of Executive Order N-29-20, the Board of Directors, Executive Board and subsidiary bodies held remote teleconferenced remote meetings for their meetings via Zoom, and for purposes of Brown Act teleconferenced meetings the term “legislative body” includes the Board of Directors and advisory bodies includes the Executive Board and subsidiary bodies; and

**WHEREAS**, on June 11, 2021, Governor Newsom issued Executive Order N-08-21, which designated an end date of September 30, 2021, for agencies to hold remote teleconferenced meetings; and



**WHEREAS**, since the issuance of Executive Order N-08-21, the Delta variant has emerged, causing a spike in COVID-19 cases throughout the state; and

**WHEREAS**, on August 2, 2021, in response to the Delta variant of COVID-19, the Santa Clara County Health Department ordered a mask mandate for indoor public settings; and

**WHEREAS**, on September 16, 2021, Governor Newsom signed AB 361 (2021) which allows local legislative bodies and advisory bodies to continue to conduct meetings via teleconferencing under specified conditions, including that the Board of Directors make specified findings; and

**WHEREAS**, on September 21, 2021, the Santa Clara County Health Officer issued the "Recommendation Regarding Continued Remote Public Meetings of Governmental Entities," basing the recommendation on: 1) the continued threat of COVID-19 to the community, 2) the unique characteristics of public governmental meetings (such as the increased mixing associated with bringing together people from across the community, the need to enable those who are immunocompromised or unvaccinated to be able to safely continue to fully participate in public governmental meetings, and the challenges with fully ascertaining and ensuring compliance with vaccination and other safety recommendations at such meetings), and 3) the continued increased safety protection that social distancing provides as one means by which to reduce the risk of COVID-19 transmission; and

**WHEREAS**, for the reasons set forth in the Santa Clara County Health Officer's recommendation, the Authority is concerned about the health and safety of all individuals who attend open and public meetings of the Board of Directors, Executive Board and subsidiary bodies; and

**WHEREAS**, the Board of Directors does hereby find that the existence of the March 4, 2020 Proclamation of a State Emergency, and the described conditions, pose an imminent risk to health and safety of meeting attendees; and

**WHEREAS**, Government Code Section 54953(e)(3) requires that the Board of Directors review the need and make findings for continuing the teleconferencing without complying with the agenda posting and public comment requirements at least once every thirty (30) days until Governor terminates the state of emergency; and,

**WHEREAS**, for the reasons set forth herein, the Board of Directors does hereby find that the Board of Directors, Executive Board and subsidiary bodies shall conduct their meetings without compliance with paragraph (3) of subdivision (b) of Government Code section 54953, as authorized by subdivision (e) of section 54953, and that such legislative or advisory bodies shall comply with the requirements to provide the public with access to the meetings as prescribed in paragraph (2) of subdivision (e) of section 54953; and

**WHEREAS**, the associated emergency conditions are ongoing and there is a need to continue teleconferencing for public meetings without posting the teleconferencing locations on the

agenda and without requiring the teleconference locations to be accessible to the public during the current Governor-proclaimed COVID-19 state of emergency and this Resolution if approved, will be in effect for 30 days and will expire on December 11, 2021; and

**NOW THEREFORE,** BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE CITIES ASSOCIATION OF SANTA CLARA COUNTY:

1. The Board of Directors hereby recognizes the Governor of the State of California's March 4, 2020 Proclamation of a State of Emergency.
2. The Board of Directors authorizes and directs the Executive Director, to take all actions necessary to carry out the intent and purpose of this Resolution, including conducting open and public meetings in accordance with Government Code section 54953(e) and other applicable provisions of the Brown Act.
3. This Resolution shall take effect immediately upon adoption and shall be effective until the earlier of thirty (30) days from the date of adoption of this Resolution, or such time as the Board of Directors votes, by majority vote in accordance with Government Code section 54953(e)(3), whether to extend the time during which the District may continue to teleconference without compliance with paragraph (3) of subdivision (b) of section 54953.
4. The Executive Director is hereby authorized and directed to execute and deliver any documents and to do such acts as may be deemed necessary or appropriate to accomplish the intentions of this Resolution.

Dated this 9th day of November, 2021.

Marico Sayoc  
Board President  
Mayor of the Town of Los Gatos

Andi Jordan  
Executive Director

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Motion to approve by:

Seconded by:

AYES:	Bybee (Campbell), Chao (Cupertino), Blankley (Gilroy), Fligor (Los Altos), Mok (Los Altos Hills), Sayoc (Los Gatos), Montano (Milpitas), Turner (Monte Sereno), Constantine (Morgan Hill), Abe-Koga (Mount in View), DuBois (Palo Alto), Jones (San José), Zhao (Saratoga), Klein (Sunnyvale)
NOES:	
ABSTENTION:	
ABSENT:	

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*About the Cities Association of Santa Clara County:*

*The Cities Association of Santa Clara County is an association of the fifteen cities of the county and the elected representatives of more than 1.9 million Bay-Area residents. Since 1990, the city representatives have been gathering to discuss and find consensus and solutions for regional issues. The cities of our association are diverse and include cities of a few thousand people and a city of a million people.*

For more information, contact:  
Andi Jordan | Executive Director  
andi@citiesassociation.org  
408.766.9534  
<https://citiesassociation.org>

9/27/21

✓ MarykymcBernald



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

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

September 15, 2021  
Invoice No: 167281  
Project Manager: Evan Wasserman

Project D201801353.02 SCSC Roundtable Facilitation-FY 2020-2021  
Professional Services from August 1, 2021 to August 31, 2021

Task	0000001	Prepare for, facilitate, and Follow-up 12 Meetings			
Professional Personnel					
		Hours	Rate	Amount	
Senior Associate I					
Wasserman, Evan		18.50	150.00	2,775.00	
Totals		18.50		2,775.00	
Total Labor					2,775.00
Billing Limits					
		Current	Prior	To-Date	
Total Billings		2,775.00	84,350.00	87,125.00	
Limit				90,000.00	
Remaining				2,875.00	
TOTAL THIS TASK:					\$2,775.00

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			
<b>Billing Limits</b>					
		<b>Current</b>	<b>Prior</b>	<b>To-Date</b>	
Total Billings		0.00	44,976.25	44,976.25	
Limit				45,000.00	
Remaining				23.75	
			<b>TOTAL THIS TASK:</b>		<b>0.00</b>

Task	0000004	Respond to Inquiries			
Professional Personnel					
			Hours	Rate	Amount
Senior Director III					
Alverson, Steven			2.00	300.00	600.00
Director III					
Cook, Justin			1.00	240.00	240.00
Managing Associate III					
Jones, Christian			6.50	205.00	1,332.50
PAYMENT DUE UPON RECEIPT					

PAYMENT DUE UPON RECEIPT

Project	D201801353.02	SCSC Roundtable Facilitation-FY 2020-20	Invoice	167281
Senior Associate I				
Wasserman, Evan		5.00	150.00	750.00
Totals		14.50		2,922.50
Total Labor				2,922.50
<b>Billing Limits</b>		<b>Current</b>	<b>Prior</b>	<b>To-Date</b>
Total Billings		2,922.50	8,018.75	10,941.25
Limit				13,000.00
Remaining				2,058.75
<b>TOTAL THIS TASK:</b>				<b>\$2,922.50</b>
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Task	0000005	Prepare/Post Website Content		
<b>Professional Personnel</b>				
		<b>Hours</b>	<b>Rate</b>	<b>Amount</b>
Senior Associate I				
Wasserman, Evan		4.00	150.00	600.00
Associate I				
Weiman, Phoebe		22.50	105.00	2,362.50
Totals		26.50		2,962.50
Total Labor				2,962.50
<b>Billing Limits</b>		<b>Current</b>	<b>Prior</b>	<b>To-Date</b>
Total Billings		2,962.50	8,467.50	11,430.00
Limit				18,000.00
Remaining				6,570.00
<b>TOTAL THIS TASK:</b>				<b>\$2,962.50</b>
-----				
Task	0000006	Other Direct Costs(ANR, Website Support, Letter Tracker)		
<b>Billing Limits</b>		<b>Current</b>	<b>Prior</b>	<b>To-Date</b>
Total Billings		0.00	2,300.00	2,300.00
Limit				8,000.00
Remaining				5,700.00
<b>TOTAL THIS TASK:</b>				<b>0.00</b>
<b>TOTAL INVOICE AMOUNT:</b>				<b>\$8,660.00</b>
<b>Outstanding Invoices</b>				
	<b>Number</b>	<b>Date</b>	<b>Balance</b>	
	166608	8/19/2021	20,295.00	
	<b>Total</b>		<b>20,295.00</b>	
		<b>Current</b>	<b>Prior</b>	<b>Total</b>
<b>Billings to Date</b>		8,660.00	154,042.50	162,702.50
Remit to:				
E S A				
P.O. Box 7209				
Carol Stream, IL 60197-7209				
TIN #: 94-1698350				

PAYMENT DUE UPON RECEIPT

Page 2

Project	D201801353.02	SCSC Roundtable Facilitation-FY 2020-20	Invoice	167281
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**Billing Backup**

Wednesday, September 15, 2021

Environmental Science Associates

Invoice 167281 Dated 9/15/2021

11:54:31 AM

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

			Hours	Rate	Amount
Senior Associate I					
11165	Wasserman, Evan	8/2/2021	2.00	150.00	300.00
	2 hrs for meeting recap review and communications				
11165	Wasserman, Evan	8/3/2021	2.00	150.00	300.00
	2 hrs for the meeting recap review and communications about NES letter edits				
11165	Wasserman, Evan	8/4/2021	2.00	150.00	300.00
	2 hrs for review of meeting recap and communications regarding FAA Advisory Circular comment submittal				
11165	Wasserman, Evan	8/5/2021	2.00	150.00	300.00
	2 hrs for communications and review of comments for FAA Advisory Circular submittal				
11165	Wasserman, Evan	8/6/2021	2.00	150.00	300.00
	2 hrs for the communications regarding review of comments for FAA Advisory Circular submittal, and discussion with MLB of Ad Hoc Committee/SCSC Roundtable/Cities Association framework				
11165	Wasserman, Evan	8/19/2021	1.00	150.00	150.00
	1 hr for discussion of possible special meeting				
11165	Wasserman, Evan	8/24/2021	1.00	150.00	150.00
	1 hr for developing agenda for special meeting and other materials and general coordination				
11165	Wasserman, Evan	8/25/2021	2.00	150.00	300.00
	2 hrs for special meeting materials and coordination				
11165	Wasserman, Evan	8/26/2021	1.00	150.00	150.00
	1 hr for special meeting materials and coordination				
11165	Wasserman, Evan	8/30/2021	2.00	150.00	300.00
	2 hrs for communications and special meeting agenda development				
11165	Wasserman, Evan	8/31/2021	1.50	150.00	225.00
	1.5 hr for communications and special meeting agenda development				
	Totals		18.50		2,775.00
	<b>Total Labor</b>				<b>2,775.00</b>
				<b>TOTAL THIS TASK:</b>	<b>\$2,775.00</b>

Task	0000004	Respond to Inquiries
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**Professional Personnel**

			Hours	Rate	Amount
Senior Director III					
358	Alverson, Steven	8/17/2021	.50	300.00	150.00
	Participated in an MS Teams meeting with Chris Jones to review edits to the SCSC Roundtable's Draft NES letter to congressional representatives.				
358	Alverson, Steven	8/19/2021	1.25	300.00	375.00
	Participated in a Zoom meeting with ESA staff, Mary-Lynne Bernald, and Kirsten Powell to discuss a Special SCSC Roundtable meeting and to prepare a meeting agenda.				

PAYMENT DUE UPON RECEIPT

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Project	D201801353.02	SCSC Roundtable Facilitation-FY 2020-20	Invoice	167281
358	Alverson, Steven	8/31/2021 .25 300.00	75.00	
	Participated in an MS Teams meeting with Chris Jones to discuss the final edits to the NES letter to congressional representatives.			
	Director III			
11573	Cook, Justin	8/19/2021 1.00 240.00	240.00	
	Meeting Preparation Call			
	Managing Associate III			
10452	Jones, Christian	8/5/2021 2.50 205.00	512.50	
	AC Comments			
10452	Jones, Christian	8/6/2021 2.00 205.00	410.00	
	AC Comments and coordination			
10452	Jones, Christian	8/17/2021 .75 205.00	153.75	
	NES letter call			
10452	Jones, Christian	8/19/2021 1.25 205.00	256.25	
	Planning meeting and follow up			
	Senior Associate I			
11165	Wasserman, Evan	8/18/2021 1.00 150.00	150.00	
	1 hr for NES Letter review			
11165	Wasserman, Evan	8/19/2021 1.00 150.00	150.00	
	1 hr for communications regarding special meeting agenda			
11165	Wasserman, Evan	8/20/2021 2.00 150.00	300.00	
	2 hrs for special meeting agenda, budget planning, and planning for future meeting			
11165	Wasserman, Evan	8/24/2021 1.00 150.00	150.00	
	1 hr for material coordination regarding NES Letter edits			
	Totals	14.50	2,922.50	
	Total Labor			2,922.50
			TOTAL THIS TASK:	\$2,922.50

Task	0000005	Prepare/Post Website Content
<b>Professional Personnel</b>		
		<b>Hours Rate Amount</b>
	Senior Associate I	
11165	Wasserman, Evan	8/18/2021 2.00 150.00 300.00
	2 hrs for review of recap for NES Letter recommendations and Doodle Poll coordination	
11165	Wasserman, Evan	8/19/2021 1.00 150.00 150.00
	1 hr for review of recap for NES Letter recommendations and Doodle Poll coordination	
11165	Wasserman, Evan	8/24/2021 1.00 150.00 150.00
	1 hr for communications and review about posting info on website	
	Associate I	
11307	Weiman, Phoebe	8/2/2021 4.00 105.00 420.00
	Meeting minutes review and emails	
11307	Weiman, Phoebe	8/3/2021 2.00 105.00 210.00
	SCSC roundtable tasks.	
11307	Weiman, Phoebe	8/5/2021 4.00 105.00 420.00
	Meeting minutes and NES Letter	
11307	Weiman, Phoebe	8/6/2021 2.00 105.00 210.00
	NES Letter	
11307	Weiman, Phoebe	8/17/2021 1.00 105.00 105.00
	Special meeting planning	
11307	Weiman, Phoebe	8/18/2021 1.00 105.00 105.00
	Special Meeting planning	

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Project	D201801353.02	SCSC Roundtable Facilitation-FY 2020-20	Invoice	167281
11307	Weiman, Phoebe	8/23/2021	.50	105.00
	Roundtable meeting emails			52.50
11307	Weiman, Phoebe	8/27/2021	2.00	105.00
	emails and correspondence packet			210.00
11307	Weiman, Phoebe	8/30/2021	4.00	105.00
	Agenda packet			420.00
11307	Weiman, Phoebe	8/31/2021	2.00	105.00
	Agenda packet, emails, and website postings			210.00
	Totals	26.50		2,962.50
	<b>Total Labor</b>			<b>2,962.50</b>
			<b>TOTAL THIS TASK:</b>	<b>\$2,962.50</b>
			<b>Total this Project</b>	<b>\$8,660.00</b>
			<b>Total this Report</b>	<b>\$8,660.00</b>

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 PAYMENT DUE UPON RECEIPT

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**Agenda Item No: 2**

**Meeting Date: November 5, 2021**

## **Cities Association of Santa Clara County Agenda Report**

### **FY 2022 Budget Update**

**Prepared by: Andi Jordan  
Executive Director**

**TOPIC: Fiscal Year 2021-2022 (FY 22) Budget Amendment**

**SUBJECT: Consideration of Cities Association of Santa Clara County General Fund Budget Amendment**

**EXECUTIVE SUMMARY:** The Board of Directors approved the FY 22 Budget at the June 2021 meeting. Continued expenses associated with the human resources issue require amending the CASC FY 22 budget.

- The approved budget included spending reserves below the threshold established in the bylaws.
- The approved budget maintained the same membership dues as adopted in FY 20.
- The approved budget Increases legal services line item to complete the human resources investigation and the organizational status change.
- It is currently estimated that reserves and cash on hand will be exhausted before the end of the fiscal year.
- All other line items under direction of staff were within and remain within budget.

### **RECOMMENDATION:**

Staff recommends increasing revenues/dues.

### **BACKGROUND (as reported in April and June 2021):**

- Cities Association Dues in the 1989 were \$2677 per jurisdiction with a budget of \$40,000.
- Dues have remained relatively flat and were reduced at times because of the size of the reserves.
- In 2010, it was observed that Reserves had grown over the previous four fiscal years and exceeded the Cities Association Financial Policy of six to nine months of projected operating expenses.
- The 2010 Subcommittee on Use of Reserves recommended a decrease in dues by 4.77% for three fiscal years in order to attain a level of Reserves consistent with the organization's financial policy.
- FY 2013-14 marked the end of the 3-year budget with reduced dues. FY 2014-15 Budget resumed the original dues schedule, which was an increase of 4.77% of the prior year's dues schedule.
- New for FY 2014-15, the Cities Association started utilizing a virtual office as an effort to reduce expenses; office expenses were reduced by 19% from the expected budget.
- For FY 2015-16, with the continued dues schedule, it was proposed and approved to use Reserves to meet operating expenses. It is Cities Association policy to maintain a Reserves fund that covers 6 – 9 months of operating expenses (\$42,000 – \$63,000).
- For FY 2016-17, the dues were increased by 5% in order to resume operations without using increased Reserves to meet expenses. Projected Reserves at the end of the FY 2017-18-budget year is \$53,771.32.

- Prior to 2018, General Membership Meetings and dinners were funded by sponsors and donations. We are currently not able to receive sponsorships.
- Article VII, Section 2 of the Cities Association Bylaws states “the dues schedule shall be revised every three (3) to four (4) years.”
- There was no increase in dues for the FY 2017-18 Proposed Budget.
- 2018-2019 The Board voted for the Executive Director a full-time position, from 30 hours to 40 hours, from \$70,000 to \$100,000.
- 2019-2020 Executive Director salary increased to \$105,000. *The Executive Director receives no benefits, no reimbursements, no stipends.*
- 2020-2021 Budget included these additions:
  - Addition of Office Assistant: \$30/hr, 40 hr/ month, \$14,400/year
  - Addition of Legal Counsel: \$300/hr, 5/hr month, \$18,000/year
  - Ongoing admin cost of software, office supplies: \$1000/year
  - Computer, printer, backup hard drive, phone: \$5000
  - (would leave a \$62,592 surplus)
  - Executive Director Salary \$110,250 + \$5,000 bonus (approved fall 2020)
- 2021-2022 Budget
  - Increase in legal counsel line item to \$50,000

#### **ANALYSIS:**

The General Fund Budget does not include the Planning Collaborative or the SCSC Roundtable.

The General Fund Budget abides by the principles set forth in the bylaws.

The budget shortfall is because of unanticipated legal fees regarding a human resource issue which the Board directed to be investigated. All other line items under direction of staff were within and remain within budget.

Staff recognizes the desire of the Board to not raise dues. The CASC dues are less than .01% of the members combined general fund budgets. The CASC has the ability to provide needed collaboration and cost savings to the members.

#### **Suggested changes to the FY 22 Budget:**

- Cancel December 2021 and May 2022 events, no purchase of equipment.
- Reduce expenses

#### **OPTIONS:**

1. Reduce expenses (over 90% of expenses is staff and legal)
2. Increase revenues by
  - a. Increase dues
  - b. Special assessment of all CASC members or just SCSC Roundtable Members
  - c. When approving the formation of a JPA, approve a budget and assess members immediately.

**RECOMMENDED ACTION:**

Staff recommends option 2.

**ATTACHMENTS:**

1. FY 2022 Budget Update
2. CASCSC Dues vs. League Dues
3. CASCSC Dues from FY1 – FY 22

Cities Association of Santa Clara County FY 22 General Budget Amendment				
	fy 2021 estimate	fy 2021 actual	fy 2022 proposed	fy 2022 amended
<b>REVENUE:</b>				
projected resources:				
starting balance	122,000	91,740	42,315	42,315
restricted				
unrestricted				
total BFB				
Dues	150,290	150,000	150,290	150,290
Non-dues (directories)				
LAIF interest	2,000	1,045	2,000	200
Event Tickets (~65people x 2events)		0	10,400	0
Revenue Totals			162,690	150,490
Total Resources	274,290	242,785	205,005	192,805
<b>GENERAL EXPENSES:</b>				
Office Expenses (insurance, printing, meeting supplies, office supplies, ED expenses, software, website update, recognition, PO Box, postage, etc)	11,600	10,656	13,000	11,600
one time equipment for new hire/		257	1,200	0
Priorities for Board Directed Projects (intern for legislative activities, project)			5,000	5,000
attorney	20,000	42,303.00	50,000	50,000
accountantk/bookkeeper	13,000	10,187.50	5,000	5,000
Office: Personnel salaries	124,650	123,363.99	124,650	124,650
Payroll expenses	11,000	11,633	12,650	12,650
Consultant (legal or other consultant to complete organizational status, legal)			5,000	5,000
<b>EVENT EXPENSES:</b>				
Membership Dinner - DECEMBER	2,300	2,068.00	14,000	0
Membership Meeting - SPRING	0	0	7,500	0
Expense Totals	182,550	200,470	238,000	213,900
ending fund balance	91,740	42,315	(32,995)	(21,095)

## Cities Association of Santa Clara County Approved Dues: 2018-2022

	Portion	Cities	2018-2019 Dues	2018 - 2019 Revenue	2019-2020 Dues	2019-2020 Revenue	2020-2021 Dues	2020-2021 Revenue	2021-2022 dues	2021-2022 revenue
Large Cities	26.1%	(3) San Jose, Santa Clara, Sunnyvale	12,605.09	37,815.27	\$13,046.27	\$39,138.80	\$13,046.27	\$39,138.80	\$13,046.27	\$39,138.80
Medium Cities	36.2%	(5) Cupertino, Gilroy, Milpitas, Mountain View, Palo Alto	10,489.75	52,448.76	\$10,856.89	\$54,284.47	\$10,856.89	\$54,284.47	\$10,856.89	\$54,284.47
Small Cities	29.0%	(5) Campbell, Los Altos, Los Gatos, Morgan Hill, Saratoga	8,403.39	42,016.97	\$8,697.51	\$43,487.56	\$8,697.51	\$43,487.56	\$8,697.51	\$43,487.56
Very Small Cities	8.7%	(2) Los Altos Hills, Monte Sereo	6,302.54	12,605.09	\$6,523.13	\$13,046.27	\$6,523.13	\$13,046.27	\$6,523.13	\$13,046.27
Total Dues Income			\$ 144,886.09			\$149,957.10		\$149,957.10		\$149,957.10

Membership Dues to League of California Cities and Cities Association				
Cities	population	CASCC 1989-1990	LCC 2020 Dues	CASCC Membership Dues
Monte Sereno	3900	\$ 2,667.00	2,626	\$6,523.13
Los Altos Hills	8658	\$ 2,667.00	5,111	\$6,523.13
Los Altos	31,402	\$ 2,667.00	13,149	\$8,697.51
Saratoga	30,799	\$ 2,667.00	13,149	\$8,697.51
Los Gatos	30,505	\$ 2,667.00	13,149	\$8,697.51
Campbell	42,854	\$ 2,667.00	15,997	\$8,697.51
Morgan Hill	43,645	\$ 2,667.00	15,997	\$8,697.51
Gilroy	55,170	\$ 2,667.00	18,427	\$8,697.51
Cupertino	59,796	\$ 2,667.00	18,427	\$10,856.89
Palo Alto	66,932	\$ 2,667.00	20,252	\$10,856.89
Milpitas	77,604	\$ 2,667.00	21,274	\$10,856.89
Mountain View	77,925	\$ 2,667.00	21,274	\$10,856.89
Santa Clara	123,983	\$ 2,667.00	28,332	\$13,046.27
Sunnyvale	149,831	\$ 2,667.00	31,187	\$13,046.27
San Jose	1,046,079	\$ 2,667.00	112,570	\$13,046.27
		\$40,000.00	\$ 350,921.00	#####



**Agenda Item No: 3a**

**Meeting Date: November 5, 2021**

## **Cities Association of Santa Clara County Agenda Report**

### **Executive Board**

**CITIES ASSOCIATION OF Santa Clara County**

**Prepared by: Andi Jordan**

**Executive Director**

**Gary Baum**

**General Counsel**

**TOPIC: REVIEW OF DRAFT JOINT POWER'S AGREEMENT**

**SUBJECT: REVIEW AND PROVIDE INPUT ON DRAFT JOINT POWERS AGREEMENT AND AUTHORIZE DISTRIBUTION TO CITY/TOWN ATTORNEYS**

### **RECOMMENDATION:**

Review and provide input on draft Joint Powers Agreement (JPA) and authorize distribution of the JPA for review and comment by the City and Town Attorneys

### **BACKGROUND:**

Since at least 2017 the Cities Association has been considering the appropriate organizational structure for the CASCC. This analysis has included input from attorneys, tax consultant, the IRS, the Executive Director, Executive Board and Board of Directors. In August of 2020, the Board of Directors unanimously agreed to take steps to form a Joint Powers Authority/Agency. In order to form a Joint Powers Agency, a Joint Powers Agreement must be drafted and ultimately approved by the Members' City or Town Councils. The Executive Director collaborated with the General Counsel and Interim General Counsel and a committee consisting of three Executive Board Members (Mayor Marico Sayoc, Mayor Neysa Fligor, and Councilmember Margaret Abe-Koga) to prepare a draft JPA. This draft was reviewed by the new General Counsel and revised to reflect the legal requirements for a JPA, best practices for a JPA Agreement and to address the unique nature and history of CASCC. The new draft JPA was reviewed by the Executive Director who provided many additional changes and was then reviewed and revised by the Committee in three separate sessions. The attached is the result of their input, corrections and improvements resulting in the attached revised JPA draft.

The Executive Director, General Counsel, and members of the Committee will be available to discuss the reasoning behind policy choices and/or legal requirements that have been incorporated in the final draft.

### **ANALYSIS:**

The JPA contains all known legal requirements for an organizational document for Joint Powers Agency. It also includes numerous policy decisions on JPA organizational structure and operations and follows the patterns of other Santa Clara County JPA's in terms of consistency, which should reduce the amount of revisions to be required by our Members or their counsel. After the Executive Board's changes, if any, are incorporated into the document it will take approximately 3 – 5 months to reach the point of eventual formation of the Joint Powers Agency. Should the City/Town Attorneys or any individual City or Town delay the final approval the timeline may be extended. The next step would be distribution to the City and Town Attorneys for their initial input on minor

changes or corrections and then a group virtual meeting to "negotiate" a final version. After City Attorney review is completed and all changes are incorporated the final document would come back to the Executive Board and Board of Directors for their approval before being sent to all the City/Town Councils to obtain individual approval at each jurisdiction.

**FISCAL IMPACT:**

Substantial staff time has been spent on reaching this milestone. Also, significant legal costs have been incurred for drafting and research related to the appropriate structure and requirements for a JPA as well as other alternative structures.

**OPTIONS:**

Alternatively the Executive Board could choose another path as listed below. At this point staff's recommendation appears to be the most viable option and is consistent with past Board of Director's direction.

The Executive Board has the following options to consider on this matter:

1. Staff's recommended action is to provide input on the JPA, approve the revised version and authorize distribution to the City/Town Attorneys
2. Direct that additional extensive changes be made to the document resulting in the need for a revised draft for future Executive Board consideration.
3. Direct staff to return with more information.
4. Take no action.

**RECOMMENDED ACTION:**

Review and approve the JPA with directions for any required revisions and authorize circulation of the JPA draft to the City/Town Attorneys for their input.

**ATTACHMENTS:**

1. Joint Powers Agreement Draft



**JOINT POWERS AGENCY AGREEMENT DRAFT FOR CITIES ASSOCIATION OF  
SANTA CLARA COUNTY**

This Joint Powers Agreement (“Agreement”) for the Cities Association of Santa Clara County is entered into by and among the cities (“Members”), which are organized and existing under the Constitution and laws of the State of California in which public agencies are located in the County of Santa Clara, and upon approval and full execution of the Agreement, creates the Cities Association of Santa Clara County Joint Powers Agency (“Agency”).

**RECITALS**

WHEREAS, Articles 1 and 2, Chapter 5, Division 7, Title 1 of the California Government Code (Section 6500 *et seq.*) permits two or more public agencies by agreement to jointly exercise powers common to the Members; and

WHEREAS, the public agency Members executing this JPA are all fifteen (15) cities within the jurisdiction of the County of Santa Clara (“County”); and

WHEREAS, the Cities Association of Santa Clara County has existed as an unincorporated association since 1990 and desires to formalize the relationship between its City or Town members and form a Joint Powers Agency in order to carry out activities for the good of all its Members; and

WHEREAS, the Members executing this Agreement, desire to join together to create a separate Joint Powers Agency for the purpose of: promoting cooperation among the Members; advocating for positive action; enhancing the quality of life for the residents of the County; and encouraging other joint and cooperative endeavors among the public agencies for their mutual benefit.

NOW, THEREFORE, the Parties agree to the following:

**ARTICLE 1 - DEFINITIONS**

1.1 “Associate Member” shall mean any local agency, located within jurisdictional authority of the County of Santa Clara and shall have duly executed and delivered to the Agency an Associate Membership Agreement in the form of and as further provided in the Bylaws of the Agency.

1.2 “Agency” shall mean the Cities Association of Santa Clara County Joint Powers Agency created by this Agreement.

1.3 “Board of Directors” or “Board” shall mean the governing body of the Agency.

1.4 “Executive Committee” shall mean the Executive Committee of the Board of Directors of the Agency.

1.5 “Fiscal Year” shall mean that period of twelve (12) months which is established by the Board of Directors or the Bylaws as the fiscal year of the Agency, which shall run from July 1 to June 30 of each year.

1.6 “Government Code” shall mean the California Government Code, as amended.

1.7 “Joint Powers Law” shall mean Articles 1 and 2, Chapter 5, Division 7, Title 1 (commencing with Section 6500) of the Government Code, known as the Joint Exercise of Powers Act, as amended.

1.8 “Legislative Body” shall mean the legislative board of each Public Agency that is a Member of the Agency.

1.9 “Member” shall mean any city which has executed this Agreement and has become a member of the Agency. The complete list of Members is set forth in Exhibit “A” attached hereto and incorporated herein by this reference.

1.10 “Parties” shall mean Members who are party to this Agreement.

1.11 “Public Agency” shall mean public agency as defined in Government Code Section 6500, as amended.

1.12 Unless the context clearly requires otherwise, as used in this Agreement, words of the masculine, feminine or neutral gender shall be construed to include each other gender, when appropriate, and words of the singular number shall be construed to include the plural number, and vice versa, when appropriate. This Agreement and all the terms and provisions hereof shall be construed to effectuate the purposes set forth and to sustain the validity of those purposes.

## **ARTICLE 2 - CREATION AND PURPOSES**

2.1 This Agreement is entered into by the Members in order to:

2.1.1 Review, study, develop consensus positions, and take action on issues of interest to Members;

2.1.2 Focus on local and regional matters that are important to our future;

2.1.3 Develop a common agenda for Santa Clara County cities;

2.1.4 Serve as a unified voice for Santa Clara County cities in relationship to other agencies, organizations, and levels of government;

2.1.5 Establish the City Selection Committee pursuant to Government Code Section 50270 *et seq.*, as amended and make appointments to regional and local bodies as provided by law;

2.1.6 Serve as a source of education, information, and networking for officials from all cities in Santa Clara County;

2.1.7 Provide a forum for non-city individuals, groups and organizations and the private sector to address items of interest to Santa Clara County cities;

2.1.8 Reduce duplication of effort by sharing information and provide a unified voice and strong advocacy on legislation and other important issues that affect its Members;

2.1.9 Strengthen our Members' and Agency's standing at the regional, State and Federal level;

2.1.10 Strive to respect local control, provide regional perspective, and make a difference to elevate the quality of life throughout the County;

2.1.11 Provide a forum for discussion and study of problems common to the Members and to assist in the development and implementation of solutions to such problems;

2.1.12 Provide a method for the Members to collaborate and jointly develop policies that benefit the region; and

2.1.13 Collaborate in such a way that is efficient, saves the jurisdictions the expense of individual effort, and creates positive outcomes.

### **ARTICLE 3 - PARTIES TO AGREEMENT**

Each Member, as a Party to this Agreement, certifies that it intends to and does contract with all other Members as Parties to this Agreement and, with other Public Agencies as may later be added as Parties to this Agreement. Each Member also certifies that the withdrawal of any party from this Agreement, pursuant to Article 19, shall not affect this Agreement or the remaining Members' obligations.

### **ARTICLE 4 – TERM**

This Agreement shall become effective when fully executed and returned to the Agency by at least eight (8) Members. The Agency shall promptly notify all Members in writing of the effective date. This Agreement shall continue in effect until terminated as provided. The termination of this Agreement with respect to an individual Member upon its withdrawal from membership in the Agency shall not operate to terminate this Agreement with respect to the remaining Members.

### **ARTICLE 5 - CREATION OF THE AGENCY**

Pursuant to the Joint Powers Law, there is hereby created a public entity, separate and apart from the Parties hereto, to be known as the "Cities Association of Santa Clara County Joint Powers Agency" with powers as are set forth herein. Upon formation of the Agency as described

in Article 4, the Cities Association of Santa Clara County, an unincorporated association shall dissolve and cease to exist.

## **ARTICLE 6 - POWERS OF THE AGENCY**

6.1 The Agency shall have all of the powers of a Public Agency as defined in the Government Code Section 6500 as amended and all additional powers set forth in the Joint Powers Law and other statutes applicable to the Joint Powers Agency created hereby and is authorized to do all acts necessary for the exercise of these powers on behalf of its Members. Powers include, but are not limited to, the following:

6.1.1 To make and enter into contracts;

6.1.2 To incur debts, liabilities, and obligations and to encumber real or personal property;

6.1.3 To acquire, hold, or dispose of real or personal property, contributions, and donations of real or personal property, funds, services, and other forms of assistance from persons, firms, corporations, and government entities;

6.1.4 To sue and be sued in its own name, and to settle any claim against it;

6.1.5 To receive and use contributions and advances from Members as provided in Government Code Section 6504, as amended including contributions or advances of personnel, equipment, or property;

6.1.6 To invest any money in its treasury that is not required for its immediate necessities, pursuant to Government Code Section 6509.5, as amended;

6.1.7 To acquire, construct, manage, maintain, or operate title to real or personal property, or rights, or any interest therein;

6.1.8 To employ agents, contractors, consultants, and employees;

6.1.9 To receive, collect, and disburse monies;

6.1.10 To conduct studies, tests, evaluations, and similar activities;

6.1.11 To contract for services from Members, including in-kind services;

6.1.12 To conduct public outreach and education;

6.1.13 To participate in pilot and demonstration projects;

6.1.14 To charge for services, programs, and/or systems;

6.1.15 To work with elected officials and local, regional, state, and federal agencies, including other joint powers agencies and unincorporated associations to pursue funding, enter agreements and otherwise carry out the purposes of the Agency; and

6.1.16 To exercise other reasonable and necessary powers in furtherance or support of any purpose of the Agency or power granted by the Joint Powers Law, this Agreement, or the Bylaws of the Agency.

#### **ARTICLE 7 - RESTRICTIONS ON POWERS**

7.1 Pursuant to and to the extent required by Government Code Section 6509, as amended, the Agency shall be restricted in the exercise of its powers in the same manner as the Town of Los Gatos is restricted in its exercise of similar powers; provided that, if the Town of Los Gatos shall cease to be a Member, then the Agency shall be restricted in the exercise of its power in the same manner as another Member agreed to by the majority of the Board of Directors. Unless expressly provided for, the Agency does not, by virtue of this Section or this Agreement, subject itself to the internal policies or ordinances of any Member.

7.2 The Agency shall not have the power of eminent domain.

7.3 The Agency shall not have the power of taxation. The Agency may not impose taxes, but may receive the proceeds of taxes imposed by other entities or public funds from other entities.

7.4 In addition to the other powers provided herein, the Agency shall have any powers authorized by law to each of the Parties and separately to the Agency created herein relating to economic development, including, without limitation, the promotion of opportunities for the creation and retention of employment, the stimulation of economic activity, and the increase of the tax base, within the jurisdictions of the Parties.

#### **ARTICLE 8 - BOARD OF DIRECTORS**

8.1 The Agency shall be governed by the Board of Directors, which shall be composed of one Director representing each Member. Each Member's Legislative Body, according to its own procedures, shall appoint a Member of the Legislative Body as a Director to represent the Member on the Board of Directors. The Director shall serve at the pleasure of the Legislative Body. The Legislative Body of each Member shall also appoint one alternate Director ("Alternate") who shall participate in and vote at any meeting of the Board when the primary Director is absent. Any vacancy in a Director or Alternate position shall be filled by the appointing Member's Legislative Body, subject to the provisions of this Article. Immediately upon admission of a new Member, the new Member shall be entitled and required to appoint a Director and one alternate Director. Every Director or Alternate shall be a Council Member of their individual Member city.

8.2 A Director and/or Alternate shall be removed from the Board of Directors upon the occurrence of any one of the following events: (1) the Agency receives written notice from the appointing Member of the removal and/or replacement of the Director or Alternate ; (2) the withdrawal of the Member from this Agreement; (3) the death or resignation of the Director or Alternate; or (4) the Agency receives written notice from the Member that the Director or Alternate is no longer qualified as provided in the first paragraph of this Article.

8.3 The Board of Directors shall have the following powers and functions:

8.3.1 Except as otherwise provided in this Agreement, the Board shall exercise all powers and conduct all business of the Agency, either directly or by delegation to other bodies or persons;

8.3.2 The Board shall form an Executive Committee, as provided in Article 11. The Executive Committee shall exercise all powers or duties of the Board relating to the entering, approval and execution of: agreements, leases, and other instruments of or relating to the finances of the Joint Powers Agency within the previously approved annual budget or amended budget. The Executive Committee may have additional powers delegated to it by the Board, except for the adoption of the Agency's annual budget. Any additional powers and duties delegated shall be specified in a Resolution adopted by the Board;

8.3.3 The Board shall be the policy setting body of the Joint Powers Agency.

8.3.4 The Board shall elect the Executive Committee and shall appoint or employ necessary staff in accordance with Articles 10 and 13;

8.3.5 The Board shall cause to be prepared, and shall review, modify as necessary, and adopt the annual operating budget of the Agency. Adoption of the budget may not be delegated. The Board shall adopt their budget no later than April 30<sup>th</sup> of each year, starting on the year subsequent to formation. The Board shall review, set, and adopt annual dues from Agency Members;

8.3.6 The Board shall receive, review and act upon periodic reports and audits of the funds of the Agency, as required under Articles 13 and 15 of this Agreement;

8.3.7 The Board may adopt policies regarding personnel, conflicts of interest and other matters necessary or convenient for the efficient operation of the Agency;

8.3.8 The Board shall adopt a set of priorities plan for each fiscal year; and

8.3.9 The Board shall have such other powers and duties as are reasonably necessary to carry out the purposes of the Agency.

## **ARTICLE 9 – MEETINGS OF THE BOARD OF DIRECTORS**

9.1 The Board of Directors shall hold at least one regular meeting each year. The Board of Directors shall fix by resolution, or in the Bylaws, the date upon which, and the hour and place at which, each regular meeting is to be held. The Board may hold monthly meetings and an annual general membership meeting. The Board or Executive Director, in consultation with the President, may call special meetings.

9.2 Each meeting of the Board of Directors, including without limitation, regular, adjourned regular and special meetings shall be called, noticed, held, and conducted in accordance with the Ralph M. Brown Act, Section 54950 *et seq.*, as amended of the Government Code.

9.3 The Agency shall have minutes of regular, adjourned regular, and special meetings kept by the Secretary/Treasurer or designee. As soon as practicable after each meeting, the Secretary/Treasurer or designee shall forward to each Board Member, a copy of the minutes of the meeting.

9.4 A majority of the Members of the Board is a quorum for the transaction of business. A vote of the majority of a quorum at a meeting is sufficient to take action. However, less than a quorum may adjourn the meeting to a future date.

9.5 Each Member of the Board shall have one vote.

## **ARTICLE 10 - OFFICERS**

The Board shall elect a President, First Vice President, Second Vice President, Secretary/Treasurer, and Immediate Past President from among the Directors at its first meeting. Thereafter, except as may be otherwise provided in the Bylaws of the Agency, the Board shall elect President, First Vice President, Second Vice President, Secretary/Treasurer, at the November Board of Directors meeting, or the first meeting held on or after November 1. Each officer shall assume the duties of his office upon election. If either the President or Vice President ceases to be a Member of the Board, the resulting vacancy shall be filled at the next meeting of the Board held after the vacancy occurs, or at a special meeting of the Board called to fill the vacancy. In the absence or inability of the President to act, the Vice President shall act as President. The President shall preside at and conduct all meetings of the Board. The Board may appoint other officers as it considers necessary. The duties of the Secretary/Treasurer are set forth in Articles 15 and 16 of this Agreement. The Secretary/Treasurer shall be appointed by the Board of Directors and shall be eligible to serve as Secretary/Treasurer, as provided in the Joint Powers Law.

## **ARTICLE 11 - EXECUTIVE COMMITTEE**

The Board shall establish an Executive Committee of the Board which shall consist solely of five (5) Members selected from the Members of the Board. The terms of office of the Members



of the Executive Committee shall be one year. The Executive Committee shall conduct the business of the Agency between meetings of the Board, exercising all those powers as provided for in Section 8.3 of Article 8, or as otherwise delegated to it by the Board. The Executive Committee shall consist of President, First Vice President, Second Vice President, Secretary/Treasurer, Immediate Past President. The SCCCMA Representative shall be an Ex-Officio Member of the Executive Committee. The Executive Director shall be an Ex-Officio Member of the Executive Committee.

## **ARTICLE 12 - COMMITTEES**

The Board may establish committees, as it deems appropriate to conduct the business of the Agency or it may, in the Bylaws or by resolution, delegate this power to the Executive Board, by Resolution of the Board. Members of Committees shall be appointed by the President. Each committee shall have those duties as determined by whichever entity created it or as otherwise set forth in the Bylaws. Each committee shall meet on the call of its chairperson and shall report to and be directed by whichever entity created it. No more than one representative from each jurisdiction shall serve on each committee. Membership of any committee may consist in whole or in part of persons who are not members of the Board; provided that the Board and the Executive Committee may delegate decision-making powers and duties only to a committee, a majority of the members of which are Board Members. Any committee in which a majority of the members are not Board Members may function only in an advisory capacity. The City Selection Committee shall be a permanent committee of the Agency consistent with Government Code 50270, as amended. The Legislative Action Committee shall be a permanent Committee of the Agency chaired by the Second Vice President and whose members shall be appointed by the Agency Members. All committees shall abide by the Brown Act.

## **ARTICLE 13 - STAFF**

13.1 Principal Staff. The following staff members shall be appointed by and serve at the pleasure of the Board of Directors:

13.1.1 Executive Director. The Executive Director shall serve at the pleasure of the Board and shall do the following: manage the affairs of the Agency, subject to the general supervision and policy direction of the Board and the Executive Committee; oversee the day-to-day activities of the Agency ; select and manage the activities of all consultants and staff of the Agency; be responsible for required filings by the Agency with the State of California; prepare or delegate the preparation of all meeting notices, minutes, and required documentation of the Agency; prepare and propose an annual budget; prepare reports and recommendations for consideration by the Executive Committee or Board; be responsible for billing and collection of annual dues; maintain the records of the Agency; assist Local Agencies in the preparing and filing of applications for participation in the financing programs of the Agency; expedite the processing of these applications;



and perform other duties as are assigned by the Board and Executive Committee. . The Executive Director may have the authority to sign agreements, applications, and other documents on behalf the Agency, if authorized by the Board or Executive Committee. The Executive Director shall have the Authority to enter into Agreements on behalf of the Agency, up to the amount of\$75,000, which shall be adjusted annually by the rate of inflation as long as the expenditure is within the previously approved budgetary authorization.

13.1.2 General Counsel. The General Counsel shall serve at the pleasure of the Board. The General Counsel shall take direction from the President, Executive Director, Executive Committee or majority of the Board of Directors. The General Counsel shall be responsible for the legal affairs of the Agency;

13.1.3 The Auditor shall be a Certified Public Accountant licensed to practice in the State of California. The Auditor will conduct annual financial audits of the Agency;

13.1.4 The Executive Director may hire additional staff, as appropriate, based upon a previously approved budget; and

13.1.5 The Executive Director, the Auditor, the General Counsel and any other members of the staff or employees of the Agency shall be compensated in such manner as shall be approved by the Board as permitted by applicable law.

#### **ARTICLE 14 - SIGNIFICANT PROGRAMS**

If the Board desires to create significant programs or activities which will utilize substantial resources of the Agency, it shall do so following a vote of the Board. Any new significant program or activity shall require a two-thirds vote of the Members in order to be initiated. When a new significant program is intentionally designed to be limited in scope, such that it only provides benefits to particular Members, the Agency may enter into specific program or project Agreement that includes relevant terms, by the particular affected Members and any such Agreement shall be approved by the Board prior to or at the same time as formation of the significant program. These Agreements shall be subject to approval by the Board of Directors by a two-thirds vote of the Members.

#### **ARTICLE 15 - ACCOUNTS AND RECORDS**

15.1 The Agency shall adopt an operating budget pursuant to Section 8.3.5 of Article 8 of this Agreement.

15.2 The Secretary/Treasurer of the Agency or the Executive Director shall establish and maintain funds and accounts as may be required by good accounting practices and by the Board. Books and records of the Agency shall be open to inspection at all reasonable times by authorized representatives of the Members.

15.3 The Agency shall adhere to the standard of strict accountability for funds and report all receipts and disbursements as set forth in the Joint Powers Law.

15.4 Auditor's Report. The Auditor, within one hundred and twenty (120) days after the close of each Fiscal Year, shall give a complete written report of all financial activities for the prior Fiscal Year to the Board.

15.5 If then required by the Joint Powers Law, the Agency shall either make or contract with a Certified Public Accountant to make an annual Fiscal Year audit of all accounts and records of the Agency, conforming in all respects with the requirements of the Joint Powers Law. A report of the audit shall be filed, if then required by law, as a public record and be provided to each of the Members, and with the County Auditor of the County of Santa Clara. Costs of the audit shall be considered a general expense of the Agency. Any costs of the audit shall be borne by the Agency and shall be a charge against any unencumbered funds of the Agency available for this purpose.

#### **ARTICLE 16 - RESPONSIBILITIES FOR FUNDS AND PROPERTY**

16.1 The Secretary/Treasurer, or his or her designee, shall have the custody of and disburse the Agency's funds. Proceeds of similar obligations of the Agency may be deposited with a trustee, agent or other depository and shall not be considered the Agency's funds for purposes of this Article. The Secretary/Treasurer may delegate disbursing Agency to persons as may be authorized by the Board or the Executive Committee to perform that function, subject to the requirements of Section 16.2 below.

16.2 The Secretary/Treasurer or designee shall perform all functions then required to be performed by the Treasurer under the Joint Powers Law. The Secretary/Treasurer shall review the financial statements and the annual audit of the Agency.

16.3 Pursuant to Government Code Section 6505.1, as amended, the Executive Director, the Secretary/Treasurer, and other persons as the Board may designate, shall have charge of, handle, and have access to the property of the Agency. The Agency shall secure and pay for a fidelity bond or bonds, in an amount or amounts and in a form specified by the Board of Directors, covering all officers and staff of the Agency who are authorized to hold or disburse funds of the Agency and all officers and staff who are authorized to have charge of, handle and have access to property of the Agency.

#### **ARTICLE 17 - MEMBER RESPONSIBILITIES**

17.1 Each Member shall have the following responsibilities:

17.1.1 To appoint its Director and Alternate to, or remove its Director and Alternate, from the Board, as set forth in Article 8;

17.1.2 To consider proposed amendments to this Agreement as set forth in Article 28;

17.1.3 To make contributions in the form of annual membership assessments and fees, if any, determined by the Board for the purpose of defraying the costs of providing the annual benefits accruing directly to each party from this Agreement; and

17.1.4 If a Member shall give written notice to the Agency of its election to relinquish its status as a Member, or if a Member shall fail to be represented at three (3) or more successive meetings of the Board of Directors, then that Member may be deemed to be a suspended Member, with all the rights and duties of an Associate Member, upon action of the Board of Directors duly adopted. Promptly following that action by the Board of Directors, the Member may be reinstated by informing the Board of its intent to be reinstated within thirty (30) days and to attend all future meetings either via the Director or Alternate. Removal of a Member for failure of the Director to attend meetings shall not relieve the Member from its obligations under any outstanding agreements relating to the Agency's financial obligations, except in accordance with this Agreement.

#### **ARTICLE 18 - NEW MEMBERS**

With the approval of the Board, any qualified new city may become a party to this Agreement. A city requesting membership shall apply by presenting to the Agency, a resolution of the Legislative Body of the City, evidencing its approval of this Agreement. The date that the applying city will become a Member will be determined by the Board. The Agency shall accept new Members upon a majority affirmative vote of the entire Board and upon payment of any Board determined fees and charges.

#### **ARTICLE 19 - WITHDRAWAL**

A Member may terminate its membership in the Agency at any time upon giving one hundred and eighty (180) days written notice of withdrawal to the Agency. The notice shall be given to the Board of Directors. The effective date shall be the conclusion of the first Board Meeting which occurs after the one hundred and eighty (180) day notice period has passed. Any Member who withdraws shall remain obligated to pay its share of all debts, liabilities, and obligations incurred or accrued through the end of the current fiscal year. The withdrawal does not in any way impair any contracts, resolutions, indentures, or other obligations of the Agency then in effect. In the event of a disagreement between the Agency and the withdrawing Member as to whether the withdrawal shall cause the impairment of any contracts, resolutions, indentures, or other obligations of the Agency, the determination shall be made by a majority vote of the Board of Directors. Any Member that withdraws and later seeks reinstatement to the Agency shall provide funds to the Agency, proportionate to their responsibility, as if the Member had never left the Agency. A withdrawing Member shall, in all events, remain liable for its proportionate share of: (i) its full amount of the adopted fiscal year budget; (ii) any call for funds or assessment levied by the Agency prior to the date it provides its notice of withdrawal; (iii) any contribution in existence at the time of the notice of withdrawal.

#### **ARTICLE 20 - REMOVAL**

If the Board of Directors determines that reasonable cause exists to remove a Director from the Board, it can remove the Director and request that the Member who appointed the Director appoint a new Director. The Board may, by two-thirds majority vote, remove a Member based on a Member's breach of any material term of this Agreement, and the failure to cure that breach within sixty (60) days written notice. A terminated Member shall remain liable for any obligation under this Agreement as described above. Failure to pay dues within 60 days following notice shall result in a Member becoming suspended with all the rights of an Associate Member. A suspended Member shall immediately have its voting rights restored upon full payment of dues.

#### **ARTICLE 21 - OBLIGATIONS OF AGENCY**

The debts, liabilities, and obligations of the Agency shall not be the debts, liabilities, and obligations of the Members. Any Member may separately contract for, or assume responsibility for, specific debts, liabilities, or obligations of the Agency.

#### **ARTICLE 22 - TERMINATION AND DISTRIBUTION OF ASSETS**

This Agreement may be terminated at any time that no financial obligations of the Agency are outstanding with the approval of two-thirds of the Members. Upon termination of this Agreement, all assets of the Agency shall, after payment of all unpaid costs, expenses and charges incurred under this Agreement, be distributed among the parties to this Agreement, in accordance with the respective contributions of each of the Parties.

#### **ARTICLE 23 - LIABILITY OF BOARD OF DIRECTORS, OFFICERS AND COMMITTEE MEMBERS**

23.1 The Members of the Board of Directors, Officers and Committee Members of the Agency shall use ordinary care and reasonable diligence in the exercise of their powers and in the performance of their duties pursuant to this Agreement. They shall not be liable for any mistake of judgment, or any other action made, taken, or omitted by them in good faith, nor for any action taken or omitted by any agent, employee or independent contractor selected with reasonable care, nor for loss incurred through investment of Agency funds, or failure to invest.

23.2 No Director, Officer, or Committee Member shall be responsible for any action taken or omitted by any other Director, Officer, or Committee Member. No Director, Officer, or Committee Member shall be required to give a bond or other security to guarantee the faithful performance of his or her duties pursuant to this Agreement.

23.3 The funds of the Agency shall be used to defend, indemnify, and hold harmless the Agency for any Director, Officer or Committee Member, for their actions taken within the scope of the Agency. Nothing herein shall limit the right of the Agency to purchase insurance to provide coverage for these types of losses.

#### **ARTICLE 24 - INDEMNIFICATION**

To the fullest extent allowed by law, the Agency shall defend, indemnify, and save harmless the Members and their governing bodies, officers, agents and employees from all claims, losses, damages, costs, injury, and liability of every kind, nature, and description directly or indirectly arising from the performance of any of the activities of the Agency or the activities undertaken pursuant to this Agreement.

#### **ARTICLE 25 - BYLAWS**

The Board may adopt Bylaws consistent with this Agreement which shall provide for the administration and management of the Agency. The provisions of the Bylaws, as modified from time to time, shall establish the operating procedures and standards for the Agency.

#### **ARTICLE 26 - NOTICES**

The Agency shall address notices, billings, and other communications to a Member as directed by that Member. Each Member shall provide the Agency with the email and physical address to which communications are to be sent. Members shall address notices and other communications to the Agency, at the office address of the Agency, or the email address of the Agency as directed by the Member and as set forth in the Bylaws.

#### **ARTICLE 27 - CODES**

The Agency shall adopt and observe a Code of Conduct and Conflict of Interest Policy. The Agency shall comply with all requirements of the Fair Political Practices Commission as required by law or regulation.

#### **ARTICLE 28 - AMENDMENT**

This Agreement may be amended at any time by vote of the Members, acting through their Legislative Bodies. Any amendment of this Agreement shall become effective upon receipt by the Agency of notice of the approval of the amendment by two thirds of the Legislative Bodies of the Members.

#### **ARTICLE 29 - SEVERABILITY**

Should any portion, term, condition, or provision of this Agreement be decided by a court of competent jurisdiction to be illegal or in conflict with any law of the State of California, or be otherwise rendered unenforceable or ineffectual, the validity of the remaining portions, terms, conditions, and provisions shall not be affected.

#### **ARTICLE 30 - PROHIBITION AGAINST ASSIGNMENT**

No Member may assign any right, claim or interest it may have under this Agreement, and no creditor, assignee or third-party beneficiary of any Member shall have any right, claim or title to any part, share, interest, fund, or asset of the Agency. This Agreement shall be binding upon and shall inure to the benefit of successors of the Members. This Agreement is intended solely

for the benefit of the Agency and its Members. No third party shall be deemed a beneficiary of this Agreement or have any rights against the Agency or its Members.

#### **ARTICLE 31 - ASSOCIATE MEMBERS**

Any Public Agency located within the jurisdictional authority of the County of Santa Clara may, with the approval of the Board of Directors, become an Associate Member of the Agency by executing and delivering to the Agency an Associate Membership Agreement and providing an Associate Membership fee and as further provided in the Bylaws. An Associate Member shall not be entitled to representation on the Board of Directors, or to vote on any matter coming before the Board of Directors or the Agency, unless a separate written agreement is entered into between the Associate Member and the Agency. However, an Associate Member shall be entitled to participate in all programs and other undertakings of the Agency, including, without limitation, any Home Mortgage Financing Program, any financing under the Nonprofit Financing Law, any undertaking to finance the acquisition, construction, installation and/or equipping of public capital improvements, and any other financing program.

#### **ARTICLE 32 - LIBERAL CONSTRUCTION**

The provisions of this Agreement shall be liberally construed as necessary or reasonably convenient to achieve the purposes of the Agency.

#### **ARTICLE 33 - NON-WAIVER**

No waiver of the breach of default of any of the covenants, agreements, restrictions, or conditions of this Agreement by any Member shall be construed to be a waiver of any succeeding breach of the same or other covenants, restrictions, or conditions of this Agreement. No delay or omission of exercising any right, power or remedy in the event of a breach or default shall be construed as a waiver or a variation of any of the terms of this Agreement or any applicable agreement.

#### **ARTICLE 34 - REMEDIES FOR BREACH**

If any Member shall default on any obligation contained in this Agreement, the default shall not excuse any other Member from fulfilling its respective obligations under this Agreement. Any Member shall be entitled to pursue all legal and equitable remedies against another Member in response to any alleged default under this Agreement. Any and all of the remedies provided to the Members, hereunder or by law now or hereafter enacted, are cumulative and the exercise of one right or remedy shall not impair the Members to any other remedy.

#### **ARTICLE 35 - ARTICLE HEADINGS**

All article headings are for reference only and are not intended to define or limit the scope of any provision of this Agreement.



## **ARTICLE 36 - DISPUTE RESOLUTION**

36.1 The Members agree that any dispute regarding the enforcement or interpretation of any term, covenant, or condition of this Agreement ("Dispute") shall first, for a period of not less than thirty (30) days, be submitted to mediation before a mutually acceptable mediator prior to initiation of litigation, or any other binding arbitration or adjudicative dispute resolution process. The Members shall: (i) mediate in good faith; (ii) exchange all documents which each believes to be relevant and material to the issue(s) in the Dispute; (iii) exchange written position papers stating their position on the Dispute and outlining the subject matter and substance of the anticipated testimony of persons having personal knowledge of the facts underlying the Dispute; and (iv) engage and cooperate in such further discovery as the Members agree or mediator suggests may be necessary to facilitate effective mediation.

36.2 Each Member shall bear its own costs, attorney's fees, and expenses of the mediation. Venue of the mediation shall be a mutually agreeable city within Santa Clara County, California.

## **ARTICLE 37 – ATTORNEY’S FEES**

If any Member commences any proceeding or legal action to enforce or interpret any term, covenant or condition of this Agreement, the prevailing Member, or the Agency if applicable in the proceeding or action shall be entitled to recover from the other Member(s) or the Agency, its reasonable attorney's fees and legal expenses.

## **ARTICLE 38 – INSURANCE**

If available, the Agency shall obtain Insurance for all Members, appointed Members, and Committee Members, including, but not limited to, Directors and Officers liability insurance and general liability insurance containing policy limits in such amounts as the Board of Directors shall deem will be necessary to adequately insure against the risks of liability that may be incurred by the Agency.

## **ARTICLE 39 - FILING WITH SECRETARY OF STATE**

The Executive Director of the Agency shall file a notice of this Agreement with the office of the California Secretary of State within thirty (30) days of its effective date, as required by Government Code Section 6503.5, as amended and within seventy (70) days of its effective date as required by Government Code Section 53051, as amended.

## **ARTICLE 40 - COUNTERPARTS**

This Agreement may be executed in parts or counterparts, each part or counterpart being an exact duplicate of all other parts or counterparts, and all parts or counterparts shall be considered as constituting one complete original and may be attached together when executed by the Members hereto. Facsimile and electronic signatures shall be binding.

#### **ARTICLE 41 - AGREEMENT COMPLETE**

This Agreement constitutes the full and complete Agreement of the parties and supersedes any prior written Agreement between the Members on the same topic.

JPA CASC Final draft clean version revised 10-26-21

DRAFT



Re: Process to propose an agenda item for CASC Board

Liang Chao <LiangChao@cupertino.org>

Sun 10/24/2021 9:21 PM

To: Andi Jordan <andi@citiesassociation.org>; Marico Sayoc <MSayoc@losgatosca.gov>

I'd like to add an agenda item for the November meeting so that

1. CASC requests each CASC board member to get its city council's approval on whether to change the organization format to JPA. (And properly explain why 501c4 or 501c3 are not preferable.)
2. I would like the Board to consider whether to pause any additional legal expenses on the JPA work until there is an approval from every city to become JPA.

We should not wait until all the documents are finished to get approvals from each city council.

Creating a JPA is not only a significant bylaw change. This is basically forming an entirely new organization. Plus, each city council must give out their power and authority to a new entity. There will be questions.

So, this decision to even start the process to become JPA should have the approval of each city council first.

I understand that CASC must become a formal organization. But why JPA or 501c4? Why not 501c3?

The Aug 13, 2020 presentation on this issue did not give clear answers, except that CASC wishes to "grow" and to "seek new and expansive opportunities. What are those CASC has in mind?

This concern on forming JPA was brought up to me by a councilmember in another city, who seems to think they will pull out if a JPA is formed. That's when I started to look into the issue.

I have since talked to a few other councilmembers from other cities (not enough to reach the majority to avoid any Brown Act violation). Some said they are concerned about expanding CASC with more power and authority that they are unsure of. Some said they don't understand even the goals of CASC and think they might even consider pulling out, whether it becomes JPA or not.

Bottom line. There is a lot of unknown so that councilmembers from a few cities are doubting the purpose of even CASC and also doubting the purpose of forming a JPA.

So, it's better to sort it out, rather than letting doubt or distrust fester. Don't you think so?

There are probably very strong reasons to form a JPA. Great. State them clearly so that each city council and its constituents could understand and support CASC and its new JPA entity.

Thanks.

Liang

**Liang Chao**

Vice Mayor

City Council

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