



# Executive Board Meeting Agenda

**Virtual Meeting via Zoom**

**April 8, 2022 3:00 PM**

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Register for Zoom webinar [\[HERE\]](#) / View YouTube livestream [\[HERE\]](#)

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

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

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

## **CLOSED SESSION**

<b>1. Conference with Legal Counsel – Anticipated Litigation</b>
Significant exposure to litigation pursuant to paragraph (2) of subdivision (e) (3) of Government Code Section 54956.9: (1 potential case – allegations of harassment, discrimination and retaliation)

## **OPEN SESSION**

<b>2. Consent Agenda (Jones)</b>
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2a. Approval of March Executive Board of Directors Meeting Minutes Attachment: <a href="#">Minutes</a>
2b. If available, receive financial management report for the period ending March 31, 2022 Attachment: <a href="#">Management Report</a>
2c. Approval of invoices to be paid: i. Kramer Workplace Investigations - \$200.00 (March) ii. Logan & Powell LLP – \$165.00 (March) <i>Invoices available to Board members upon request.</i>
<b>3. April 14, 2022 Meeting Agendas</b>
3a. Discuss and approve agenda for April Board of Directors Meeting (Jones)  Proposed agenda:  1. Consent Agenda: a. Approval of March Board of Directors Meeting Minutes b. Receive financial management report c. Approval of invoices to be paid d. Adoption of Resolution to Continue Meeting Exclusively Over Zoom (Resolution & Staff Report) e. Consideration of approval of Amendment to Agreement Between the Cities Association of Santa Clara County and Baird + Driskell for work related to the Planning Collaborative f. Consideration of approval of Agreement for Services between the Cities Association of Santa Clara County and Baird + Driskell in order to satisfy CASCC obligations under the REAP Grant from the Association of Bay Area Governments (“ABAG”) 2. Consideration of approval of Cities Association of Santa Clara County FY 2022-23 Budget 3. Local Control Items of Interest: “Vaccines, Testing, & Masks as we transition from pandemic to endemic”. a. Presentation by Dr. Sara Cody, Health Officer and Public Health Director of Santa Clara County b. Presentation by Dr. Tomas Aragon, Director of CA Department of Public Health

4. Climate Change: “Local Climate Action – 5 Year Clean Energy Results and Immediate Next Steps.” Presentation by Silicon Valley Clean Energy Presentation CEO Girish Balachandran and Senior Government Affairs Manager Bena Chang
5. Legislative Action Committee Report
6. SCCCMA Report
7. Executive Director Report
8. Joys and Challenges

Attachments: [Proposed Budget](#), [Staff Report on Budget](#), [Baird + Driskell Amended Agreement](#)

3b. Discuss and approve agenda for the April Legislative Action Committee (Fligor)

Proposed agenda:

1. Consent Agenda
  - a. Approval of March Legislative Action Committee meeting minutes
2. AB 1944 (Lee) Local government: open and public meetings
3. AB 2164 (Lee) Disability Access Funding
4. Announcements and Future Agenda Items
5. Informational Items

3c. Discuss and approve agenda for the April Cities Selection Committee (Jones)

Proposed Agenda:

1. Consent Agenda
  - a. Approve minutes from January City Selection Committee meeting
2. Association of Bay Area Governments (ABAG) - Appoint two representatives, Seat 1 and Seat 2
3. Association of Bay Area Governments (ABAG) - Appoint two alternate representatives, Seat 1 and Seat 2
4. Association of Bay Area Governments (ABAG) Regional Planning Committee – Appoint one representative
5. Santa Clara County Emergency Operational Area Council (EOAC) – Nominate one representative from the North County Cities (Los Altos, Los Altos Hills, Mountain View, Palo Alto)
6. Bay Area Air Quality Management District (BAAQMD) - Appoint one representative to complete term ending Jan. 2023

<b>4. Discussion of General Membership Meeting May 12</b>
<b>5. Discussion and Direction for Hybrid Meetings (In Person and Zoom) or Continue Zoom Only Meetings</b>
<b>6. Santa Clara County City Managers Association Update</b>
<b>7. Executive Director Update</b>

**PUBLIC COMMENT**

**ADJOURNMENT**

## **PUBLIC COMMENT**

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

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

## **ACCESSIBILITY**

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



## Executive Board Meeting Minutes

Friday, March 4, 2022 | 3:00 PM | Virtual Meeting via Zoom

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

Agenda in Black // Minutes in Blue

### Executive Board Members

<b>President</b>	Hon. Chappie Jones	City of San José
<b>1<sup>st</sup> Vice President</b>	Hon. Margaret Abe-Koga	City of Mountain View
<b>2<sup>nd</sup> Vice President &amp; LAC Chair</b>	Hon. Neysa Fligor	City of Los Altos
<b>Secretary-Treasurer</b>	Hon. Rich Constantine	City of Morgan Hill
<b>Past President</b>	Hon. Marico Sayoc	Town of Los Gatos

### Ex-Officio Members

<b>SCCMA Representative</b>	Sarah Zarate	City of San José
<b>Acting Executive Director</b>	Joanne Benjamin	

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

**WELCOME AND ROLL CALL – (Jones)**

**PUBLIC COMMENT**

**CLOSED SESSION**

<b>1. Conference with Legal Counsel – Anticipated Litigation</b>
Significant exposure to litigation pursuant to paragraph (2) of subdivision (e) (3) of Government Code Section 54956.9: (1 potential case – allegations of harassment, discrimination and retaliation)

There were no actions to report from Closed Session.

**OPEN SESSION**

<b>1. Consent Agenda</b>										
Motion to approve consent agenda by Sayoc. Seconded by Constantine. Motion adopted 5-0-0-0.										
<table border="1"> <tr> <td>Jones (San Jose)</td> <td style="background-color: #c6e0b4;">AYE</td> </tr> <tr> <td>Abe-Koga (Mountain View)</td> <td style="background-color: #c6e0b4;">AYE</td> </tr> <tr> <td>Fligor (Los Altos)</td> <td style="background-color: #c6e0b4;">AYE</td> </tr> <tr> <td>Constantine (Morgan Hill)</td> <td style="background-color: #c6e0b4;">AYE</td> </tr> <tr> <td>Sayoc (Los Gatos)</td> <td style="background-color: #c6e0b4;">AYE</td> </tr> </table>	Jones (San Jose)	AYE	Abe-Koga (Mountain View)	AYE	Fligor (Los Altos)	AYE	Constantine (Morgan Hill)	AYE	Sayoc (Los Gatos)	AYE
Jones (San Jose)	AYE									
Abe-Koga (Mountain View)	AYE									
Fligor (Los Altos)	AYE									
Constantine (Morgan Hill)	AYE									
Sayoc (Los Gatos)	AYE									
1a. Approval of February Executive Board of Directors Meeting Minutes										
1b. If available, receive financial management report for the period ending February 28, 2022										
<b>2. March Meeting Agendas</b>										

Motion to approve March meeting agendas by Constantine. Seconded by Fligor.  
Motion adopted 5-0-0-0.

Jones (San Jose)	AYE
Abe-Koga (Mountain View)	AYE
Fligor (Los Altos)	AYE
Constantine (Morgan Hill)	AYE
Sayoc (Los Gatos)	AYE

2a. Discuss and approve agenda for the March Board of Directors meeting (Jones)

Proposed agenda:

1. Agreement with Baird + Driskell + Abrams Community Planning for technical assistance, coordination, and other services for the Santa Clara County Planning Collaborative for the REAP Grant
2. Amendment of Agreement with Baird + Driskell to correct not to exceed to \$160,000 and to reflect new name of Baird + Driskell + Abrams
3. Board Priority Racial Justice: Presentation on Report/Recommendations on the Hate Prevention and Inclusion Task Force (Supervisor Cindy Chavez)
4. Board Priority Local Control Items of Interest: Discussion of vaccine, testing, and mask mandates
5. Joys and Challenges (to appear at end of Board of Directors Meeting)

2b. Discuss and approve agenda for the March Legislative Action Committee Meeting (Fligor)

Proposed agenda:

1. Energy and Decarbonization related legislative landscape and issues – SVCE CEO, Girish Balachandran, and SVCE Senior Government Affairs Manager, Bena Chang
2. State Assembly Bill 1944 --Brown Act Modernization- Assemblymember Alex Lee (This is an action item; we will ask LAC members to vote on a recommendation to the full Cities Board.)
3. The California Legislature: What to expect in 2022? Presentation by Melanie Peron, CalCities



2c.	Consideration of requests for presentations for future agendas: <ol style="list-style-type: none"><li>1. LifeMoves – Interim supportive housing sites (Joe Simitian interested in presenting)</li><li>2. Karen Pandula: Secure Storage of Guns – Silicon Valley Alliance for Gun Safety.</li></ol>
<b>3.</b>	<b>Discussion of Potential Topics for General Membership Meeting, May 12</b>
<b>4.</b>	<b>Santa Clara County City Managers Association (SCCMA) Update (Zarate)</b>
<b>5.</b>	<b>Executive Director Update (Benjamin)</b>

**ADJOURNMENT**

# Management Report

Cities Association of Santa Clara County  
For the period ended March 31, 2022



Prepared by  
**Bestbooks4u Bookkeeping excellence**

Prepared on  
**April 5, 2022**

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# Profit and Loss

July 2021 - March 2022

	Jul 2021 - Mar 2022	Jul 2020 - Mar 2021 (PY)	Total
<b>INCOME</b>			
4000 INCOME			
4010 Membership Dues	236,363.42		309,957.07
4020 Roundtable Income			187,597.78
4060 LAIF INCOME	249.08		909.11
<b>Total 4000 INCOME</b>	<b>236,612.50</b>		<b>498,463.96</b>
4999 Uncategorized Income			25.00
<b>Total Income</b>	<b>236,612.50</b>		<b>498,488.96</b>
<b>GROSS PROFIT</b>			
	<b>236,612.50</b>		<b>498,488.96</b>
<b>EXPENSES</b>			
6000 GENERAL OFFICE			
6112 Advertising/Promotional			
6115 Website Update	1,200.00		
<b>Total 6112 Advertising/Promotional</b>	<b>1,200.00</b>		
6120 Bank Service Charges	27.00		27.00
6125 Directory Production			300.00
6162 Hospitality	849.83		
6180 Insurance	900.99		2,009.93
6190 Website SOS			600.00
6220 Dues and Subscriptions			400.00
6550 Supplies and Equipment			2,199.25
6610 Postage and Delivery	297.13		136.50
6615 Office/General Administrative Expenses	963.00		360.97
6620 Software Licenses	3,053.40		2,125.27
6665 Printing and Copying			113.52
6670 Recognition			586.35
<b>Total 6000 GENERAL OFFICE</b>	<b>7,291.35</b>		<b>8,858.79</b>
6700 Reimbursable Expense			437.50
<b>EVENT EXPENSES</b>			
6400 General Meeting - catering			2,068.00
<b>Total EVENT EXPENSES</b>			<b>2,068.00</b>
<b>Office</b>			
6880 Telephone	272.70		166.50
<b>Total Office</b>	<b>272.70</b>		<b>166.50</b>
<b>OFFICE PERSONNEL_CONSULTANTS</b>			
6153 Contractors	29,560.00		24,975.00
6300 Legal & Professional Fees			
6310 Accounting Services	7,956.00		9,140.00
6320 Attorney Services	60,506.49		31,499.00
6350 Roundtable consultant and technical services	108,880.17		107,673.25
<b>Total 6300 Legal &amp; Professional Fees</b>	<b>177,342.66</b>		<b>148,312.25</b>

	<b>Total</b>	
	<b>Jul 2021 - Mar 2022</b>	<b>Jul 2020 - Mar 2021 (PY)</b>
6565 Payroll Service Fees	891.00	597.00
6568 Workers Compensation	126.00	551.71
6575 Payroll Wages/Salary	60,016.47	87,273.27
6580 Payroll Taxes	4,689.59	7,219.83
<b>Total OFFICE PERSONNEL_CONSULTANTS</b>	<b>272,625.72</b>	<b>268,929.06</b>
<b>Total Expenses</b>	<b>280,189.77</b>	<b>280,459.85</b>
<b>NET OPERATING INCOME</b>	<b>-43,577.27</b>	<b>218,029.11</b>
<b>NET INCOME</b>	<b>\$ -43,577.27</b>	<b>\$218,029.11</b>

# Balance Sheet

As of March 31, 2022

	Total
<b>ASSETS</b>	
<b>Current Assets</b>	
<b>Bank Accounts</b>	
1001 Checking - Union Bank	48,311.47
<b>Total Bank Accounts</b>	<b>48,311.47</b>
<b>Accounts Receivable</b>	
1200 Accounts Receivable	13,224.85
<b>Total Accounts Receivable</b>	<b>13,224.85</b>
<b>Other Current Assets</b>	
1300 LAIF Funds	124,642.44
1395 Accrued Interest	44.60
<b>Total Other Current Assets</b>	<b>124,687.04</b>
<b>Total Current Assets</b>	<b>186,223.36</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>\$186,500.18</b>
<b>LIABILITIES AND EQUITY</b>	
<b>Liabilities</b>	
<b>Current Liabilities</b>	
<b>Accounts Payable</b>	
2000 Accounts Payable	11,725.00
<b>Total Accounts Payable</b>	<b>11,725.00</b>
<b>Credit Cards</b>	
2200 First National Bank of Omaha	333.23
FNBO_2nd	214.00
<b>Total Credit Cards</b>	<b>547.23</b>
<b>Total Current Liabilities</b>	<b>12,272.23</b>
<b>Total Liabilities</b>	<b>12,272.23</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	-43,577.27
<b>Total Equity</b>	<b>174,227.95</b>
<b>TOTAL LIABILITIES AND EQUITY</b>	<b>\$186,500.18</b>

# Profit and Loss by Class

July 2021 - March 2022

	CASCC	PC	Roundtable	TOTAL
<b>INCOME</b>				
4000 INCOME				0.00
4010 Membership Dues	149,957.07		86,406.35	236,363.42
4060 LAIF INCOME	249.08			249.08
<b>Total 4000 INCOME</b>	<b>150,206.15</b>		<b>86,406.35</b>	<b>236,612.50</b>
<b>Total Income</b>	<b>150,206.15</b>	<b>0.00</b>	<b>86,406.35</b>	<b>236,612.50</b>
<b>GROSS PROFIT</b>				
	<b>150,206.15</b>	<b>0.00</b>	<b>86,406.35</b>	<b>236,612.50</b>
<b>EXPENSES</b>				
6000 GENERAL OFFICE				0.00
6112 Advertising/Promotional				0.00
6115 Website Update	1,200.00			1,200.00
<b>Total 6112 Advertising/Promotional</b>	<b>1,200.00</b>			<b>1,200.00</b>
6120 Bank Service Charges	27.00			27.00
6162 Hospitality	849.83			849.83
6180 Insurance	900.99			900.99
6610 Postage and Delivery	297.13			297.13
6615 Office/General Administrative Expenses	963.00			963.00
6620 Software Licenses	3,053.40			3,053.40
<b>Total 6000 GENERAL OFFICE</b>	<b>7,291.35</b>			<b>7,291.35</b>
Office				0.00
6880 Telephone	272.70			272.70
<b>Total Office</b>	<b>272.70</b>			<b>272.70</b>
OFFICE PERSONNEL_CONSULTANTS				0.00
6153 Contractors	16,425.00	13,135.00		29,560.00
6300 Legal & Professional Fees				0.00
6310 Accounting Services	7,956.00			7,956.00
6320 Attorney Services	35,109.99		25,396.50	60,506.49
6350 Roundtable consultant and technical services	23,431.00		85,449.17	108,880.17
<b>Total 6300 Legal &amp; Professional Fees</b>	<b>66,496.99</b>		<b>110,845.67</b>	<b>177,342.66</b>
6565 Payroll Service Fees	891.00			891.00

	CASCC	PC	Roundtable	TOTAL
6568 Workers Compensation	126.00			126.00
6575 Payroll Wages/Salary	10,016.47		50,000.00	60,016.47
6580 Payroll Taxes	4,689.59			4,689.59
<b>Total OFFICE PERSONNEL_CONSULTANTS</b>	<b>98,645.05</b>	<b>13,135.00</b>	<b>160,845.67</b>	<b>272,625.72</b>
<b>Total Expenses</b>	<b>106,209.10</b>	<b>13,135.00</b>	<b>160,845.67</b>	<b>280,189.77</b>
NET OPERATING INCOME	43,997.05	-13,135.00	-74,439.32	-43,577.27
NET INCOME	\$43,997.05	\$ -13,135.00	\$ -74,439.32	\$ -43,577.27



# Monthly Reports:Monthly Summary VENDOR Expenses

March 2022

	<b>Total</b>
Adobe	33.98
Aiden - Kristen Leung	1,200.00
AP Intego	15.15
Bestbooks4U	300.00
Canva	12.95
Environmental Science Associates	5,670.00
Gusto	237.60
Intuit	105.00
Joanne Benjamin	6,412.50
Law Office of Gary M Baum	6,709.50
Microsoft	37.50
Peninsula Storage Center	107.00
ProudCity	600.00
Union Bank	3.00
Verizon	30.30
Zoom.us	113.50
<b>TOTAL</b>	<b>\$21,587.98</b>

# Statement of Cash Flows

July 2021 - March 2022

	<b>Total</b>
<b>OPERATING ACTIVITIES</b>	
Net Income	-43,577.27
Adjustments to reconcile Net Income to Net Cash provided by operations:	
1200 Accounts Receivable	-13,224.85
1300 LAIF Funds	-249.08
1310 Venue Prepaid Deposit	1,000.00
2000 Accounts Payable	-4,549.00
2200 First National Bank of Omaha	2.33
<b>Total Adjustments to reconcile Net Income to Net Cash provided by operations:</b>	<b>-17,020.60</b>
<b>Net cash provided by operating activities</b>	<b>-60,597.87</b>
<b>NET CASH INCREASE FOR PERIOD</b>	<b>-60,597.87</b>
Cash at beginning of period	108,909.34
<b>CASH AT END OF PERIOD</b>	<b>\$48,311.47</b>

# A/R Aging Summary

As of March 31, 2022

	Current	1 - 30	31 - 60	61 - 90	91 and over	Total
City of Los Altos, CA					4,103.74	4,103.74
Palo Alto City					9,121.11	9,121.11
<b>TOTAL</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$13,224.85</b>	<b>\$13,224.85</b>

# Cities Association of Santa Clara County - Proposed Budget FY 2023

Prepared 4/6/2022 by Joanne Benjamin

**\*\*\* Notes \*\*\***

1. FY 2022 actuals, projections, and budget are exclusive of Roundtable &, Planning Collaborative projects. Overdue RT assessments by Palo Alto & Los Altos, expected RT rebate to cities, plus late RT & PC expenses are shown as "Adjustments" at end of report rather than budget line items..
2. The values shown do not match 100% with QuickBooks Reports and FY 2022 budget but have been adjusted to show only CASCC exclusive activity.
3. Very challenging to map and reconcile QuickBooks reports, bank/credit card statements and prior budget! Recommend strengthen bill paying and accounting practices and QuickBooks chart of accounts for next FY.

**\*\*\* Risks, Exposures, & Assumptions \*\*\***

1. Budget is very lean and does not include additional workplace investigation expenses, funding of reserves or likely inflationary cost increases.
2. Budget does NOT include funding for special projects, board initiatives, etc.
3. Budget assumes
  - a. New (part time) Exec Director starts Jun 1 @ annual salary of \$90K
  - b. New ED assumes full bookkeeping responsibilities Sept 1
  - c. Offsite record storage at Peninsula Storage terminated Sept 1

	Actual Jul 2021 Feb 2022	Projection Mar 2022 Jun 2022	Projection FY 2022 Total	Budget FY 2022	Variance Budget vs. Actuals		Proposed Budget Jul 2022 Jun 2023
<b>Revenue</b>							
Membership Dues	\$149,957		\$149,957	\$150,290	-\$333	0%	\$149,957
LAIF Interest	\$249	\$100	\$349	\$2,000	-\$1,651	-83%	\$291
	=====	=====	=====	=====	=====	=====	=====
	\$150,206	\$100	\$150,306	\$152,290	-\$1,984	-1%	\$150,248
<b>Expenses</b>							
<b>Labor (includes employer payroll taxes)</b>							
Executive Director (A. Jordan)	\$63,316		\$63,316				\$0
Acting Executive Director (J.Benjamin)	\$10,013	\$33,413	\$43,425				\$0
Executive Director (new)		\$8,074	\$8,074				\$96,885
Clerk & IT Support (Audin Leung)	\$10,334	\$5,167	\$15,501				\$15,502
Book Keeping (BestBooks4U)	\$7,556	\$2,400	\$9,956				\$1,200
CASCC Legal (Gary Baum)	\$28,400	\$30,710	\$59,110				\$48,000
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	\$119,619	\$79,763	\$199,382	\$192,300	-\$7,082	-4%	\$161,587
<b>Office</b>							
Consultants & Outside Legal							
Kramer Investigations		\$200	\$200				\$0
Logan & Powell		\$165	\$165				\$0
Liebert, Cassidy, & Whitmore		\$1,710	\$1,710				\$0
		-----	-----				-----
		\$2,075	\$2,075				\$0
General Office Expenses							
Insurance - Workman's Comp	\$901	\$320	\$1,221				\$901
Insurance - General Liability		\$2,400	\$2,400				\$2,400
Gusto (payroll service)	\$780	\$800	\$1,580				\$1,560

	Actual Jul 2021 Feb 2022	Projection Mar 2022 Jun 2022	Projection FY 2022 Total	Budget FY 2022	Variance Budget vs. Actuals		Proposed Budget Jul 2022 Jun 2023
Union Bank Fees	\$24	\$12	\$36				\$36
Peninsula Storage Center	\$856	\$428	\$1,284				\$214
Verizon (Google Voice office phone)	\$242	\$121	\$364				\$364
PO Box, Postage, UPS, Copying, etc.	\$297	\$100	\$397				\$360
Dues & Subscriptions		\$600	\$600				\$600
Recognition (current budget)		\$600	\$600				\$600
Hospitality - refreshments (10 mtgs)							\$500
	-----	-----	-----				-----
	\$3,101	\$5,381	\$8,482				\$7,535
<b>Technology &amp; Software</b>							
Adobe (PDF tools)	\$272	\$136	\$408				\$306
Canva (graphics & templates)	\$104	\$52	\$155				\$117
Intuit (QuickBooks)	\$840	\$420	\$1,260				\$945
Microsoft (s/w & support)	\$200	\$133	\$333				\$242
Geek Squad (laptop 1 yr. warranty)		\$292	\$292				\$292
Proud City (website)	\$600		\$600				\$1,200
Zoom (video meetings)	\$908	\$454	\$1,362				\$1,022
	-----	-----	-----				-----
	\$2,923	\$1,487	\$4,410				\$4,123
<b>Total Office (cons, gen &amp; tech)</b>	\$6,024	\$8,943	\$14,967	\$13,000	-\$1,967	-15%	\$11,658
<b>Other</b>							
Contingency - for reserve fund							\$0
Claim Deductible (Workplace Insurance)		\$5,000	\$5,000				\$0
Event Subsidy - Holiday party			\$0				\$2,000
Event Subsidy - General membership		\$2,000	\$2,000				\$2,000
	-----	-----	-----	-----	-----	-----	-----
	\$0	\$7,000	\$7,000	\$0	-\$7,000	N/A	\$4,000
	=====	=====	=====	=====	=====	=====	=====
<b>Total Expenses ==&gt;</b>	\$125,643	\$95,706	\$221,349	\$205,300	-\$16,049	-8%	\$177,244
<b>Revenue Less Expenses</b>	\$24,563	-\$95,606	-\$71,043	-\$53,010			-\$26,996

<b>Proposed</b>
<b>Budget</b>
<b>Jul 2022</b>
<b>Jun 2023</b>

<b>Actual</b>	<b>Projection</b>	<b>Projection</b>	<b>Budget</b>	<b>Variance</b>
<b>Jul 2021</b>	<b>Mar 2022</b>	<b>FY 2022</b>	<b>FY 2022</b>	<b>Budget vs.</b>
<b>Feb 2022</b>	<b>Jun 2022</b>	<b>Total</b>		<b>Actuals</b>

**Feb 28, 2022 Cash Balance**

LAIF	\$124,642
Union Bank	\$69,903
	-----
Total	\$194,546

**Adjustments for Mar 2022 - Jun 2022 Roundtable & PC Income & Expenses**

Los Altos - April payment for RT assessment	\$4,104	Revenue
Palo Alto - Unpaid RT assessment (overdue)	\$9,121	Revenue
Roundtable Rebate to Cities	-\$36,704	Expense
Logan & Powell (RT)	-\$165	Expense
Environ. Science Assoc. (RT)	\$5,670	Expense
<b>Baird + Driskell (PC)</b>	<b>-\$56,450</b>	<b>Expense &lt;== Late invoice</b>
	-----	
Net Roundtable & PC Adjustment	-\$74,424	Net Expense

<b>Projected Cash Balance (Union Bank + Laif) June 30, 2022 ==&gt;</b>	<b>\$24,516</b>	<b>Projected Cash Balance June 30, 2023 ==&gt;</b>	<b>-\$2,480</b>
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<b>Monthly Burn Rate Jul 2022 - Jun 2023 (avg. monthly cost - Labor, Office, &amp; Other)</b>	<b>==&gt;</b>	<b>\$14,770 per month</b>
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*Note: Budget accommodates 11.7 months of operations --CASCC Cash Balance projected to be Zero June 21, 2023!  
 However, the Acting xecutive Director is optimistic that continued emphasis on efficiency and frugality will yield a (very small) positive year end cash balance.*



Agenda Item No:

Meeting Date: April 14, 2022

## Cities Association of Santa Clara County Agenda Report

FY 2022-23 Budget

Prepared by: Joanne Benjamin, April 3, 2023  
Acting Executive Director

**TOPIC:** Fiscal Year 2022-2023 Budget Proposal

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

**EXECUTIVE SUMMARY:** Per the by-laws, a budget is to be proposed in April and disseminated to the cities. A final budget must be adopted no later than June 15, 2022.

- Recognizing the budget year begins with very minimal reserves, the budget includes expenses for only essential services to maintain dues at the current level as past year.
- Due to unusual and extreme expenses during FY 2021-2022, CASCC will be unable to achieve its goal of creating reserves to cover six (6) to nine (9) months of operating expenses as required by the Association's By-Laws unless some significant line-item expenses can be eliminated or reduced.

**RECOMMENDATION:** Approve the budget and disseminate dues invoices to member jurisdictions per the bylaws.

### BACKGROUND:

Cities Association of Santa Clara County Bylaws state:

#### **BYLAWS: ARTICLE VII - FINANCES**

*Section 1. Budget. On or before April 15 of each calendar year, the Board of Directors shall approve a preliminary budget for the Association for the fiscal year commencing with July 1 of the same calendar year. The Board of Directors shall adopt a final budget no later than June 15 of each year. A copy of the preliminary budget when approved and a copy of the final budget when adopted shall be transmitted to each Member City.*

*Dues. Each Member City shall pay to this Association annual dues in accordance with a dues schedule adopted by the Board of Directors on or before June 15 of each year. Dues shall be for the fiscal year commencing July 1 and shall be an amount for each member City based upon the approved budget. The full amount shall be due and payable before July 1 of*

*each year. Any City becoming a member of this Association during a fiscal year shall pay the full dues for that year prior to exercising any rights of membership. The dues schedule shall be revised every three (3) to four (4) years.*

*Section 3. Funds. All funds received by the Association from the membership or any other source shall be deposited in a financial institution or institutions determined by the Secretary/Treasurer and disbursed only by check signed by any persons designated by the Board of Directors as signers on the account including the Executive Director, the Secretary/Treasurer and the President. There shall be a Reserve of funds to cover six (6) to nine (9) months of operating expenses to ensure financial stability of the Association. The dues schedule shall be revised as such.*

*Section 4. Accounting. Every two (2) to three (3) years, an audit of the Association's finances shall be completed, and copies thereof shall be filed with the Board of Directors. Annually, a complete written account of all receipts and disbursements during the previous year, showing the opening and closing balances shall be prepared by the Secretary/Treasurer or a designee. Copies thereof shall be filed with the Board of Directors Monthly, bank and reconciliation statements shall be reviewed by the Secretary/Treasurer and initialized as such. Monthly reports of accounting and investments shall be prepared and filed with the Board of Directors by the Secretary/Treasurer or a designee.*

#### **HISTORY OF RECENT CHANGES IN THE BUDGET:**

- Prior to 2018, General Membership Meetings and dinners were funded by sponsors and donations. However, due to legal concerns, the Association no longer accept sponsorships.
- 2018-2019 The Board voted for the Executive Director to be a full-time, salaried position, from 30 hours to 40 hours per week, with salary increased from \$70,000 to \$100,000. Note the position does not offer medical/dental benefits, mileage, home office reimbursement, meal reimbursements, stipends, etc. Also, the Association pays the employer portion of the payroll taxes (approximately 7.65%) which made the annual salary cost to the Association approximately \$107,650.
- 2019-2020, the Board voted to increase the budget by cpi-w only for the next 3 years with Executive Director salary increased to \$105K (Annual salary cost approx. \$112K)
- 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
  - Executive Director Salary increased to \$110,250 (Annual salary cost approx. \$117,692)
  - Ongoing admin cost of software, office supplies: \$1000/year
  - Capital Equipment - Computer, printer, backup hard drive, phone: \$5000
  - \$62,592 surplus at end of fiscal year
- 2021-2022 Budget



- Increase in legal counsel line item
- Executive Director annual salary continued at \$110,250
- Agreement by Board to “spend down” a portion of Required Reserves

**ANALYSIS:**

- The General Fund Budget abides by the principles set forth in the bylaws except for establishing and maintaining a reserve fund: *“There shall be a Reserve of funds to cover six (6) to nine (9) months of operating expenses to ensure financial stability of the Association.”*  
Due to unusually high expenses during FY 2021-2022, CASCC has been unable to achieve this goal. (6-9 months of FY 2022-2023 operating expenses would require reserves of \$89K to \$133K)
- This Proposed Budget is a “deficit budget” with expenses exceeding revenues by approximately \$26K. All funding for the FY 2022-23 relies on Membership Dues and does not allow for any retention of funds for reserves. FY 2022-23 commences with no Reserves and only approximately \$24.5K in the bank and ends with no reserves zero bank funds. However, the Acting Executive Director is optimistic that continued emphasis on efficiency and frugality will yield a (very small) positive year end cash balance
- Budget highlights include:
  - Membership Dues for the FY 2022-2023 remain at Current Level as FY 2021-22
  - Decrease of legal budget from last year’s Budgeted amount of \$60,000 to \$48,000
  - Continuation of Office Assistant/Clerk: \$30/hr., 40 hr./ month, \$14,400/year
  - No new office equipment purchased
  - Termination of Peninsula Storage Space by September 1, 2022
  - Termination of Bookkeeper Expense by September 1, 2022
  - Reduction of Executive Director’s position from Full-Time to Part-Time and subsequent reduction in salary from \$110,250 to \$90,000 (\$96,885 salary cost)
- The Board may opt to scrutinize each line-item expense to determine if additional reductions are warranted.

**OPTIONS:**

1. Approve the budget as presented as the final budget.
2. Amend the budget and approve final budget in June.
3. Take no action.

**RECOMMENDED ACTION:**

The Executive Board recommends approving the FY 2022-2023 budget.

**ATTACHMENTS:**

1. FY 2022-23 Budget Proposal
2. CASCC Dues

**AGREEMENT FOR SERVICES BETWEEN THE  
CITIES ASSOCIATION OF SANTA CLARA COUNTY  
AND BAIRD + DRISKELL**

This AGREEMENT is made and entered into this 14<sup>th</sup> day of March, 2022, by and between the CITIES ASSOCIATION OF SANTA CLARA COUNTY, an unincorporated association consisting of all fifteen cities in the County of Santa Clara (“ASSOCIATION” or “CASCC”), and Baird + Driskell + Abrams Community Planning, a California corporation dba Baird + Driskell Community Planning (“CONSULTANT”).

**RECITALS**

The following recitals are a substantive portion of this AGREEMENT:

1. The ASSOCIATION is an organization comprised of all the cities in Santa Clara County, California. Its functions include dealing with issues of common interest to all cities, and monitoring legislation and lobbying; and
2. The ASSOCIATION desires to obtain consultant services in order to fulfill the requirements of the REAP Grant from the Association of Bay Area Governments (“ABAG”) in the amount of \$615,175.00 to facilitate shared technical assistance and cross-jurisdiction knowledge sharing amongst jurisdictions within Santa Clara County and throughout the Bay Area for Housing Element updates and other housing-related topics; and
3. CONSULTANT is qualified to provide these consultant services in order to fulfill the REAP Grant requirements on behalf of ASSOCIATION.

NOW, THEREFORE, the purpose of this AGREEMENT is to retain CONSULTANT for the ASSOCIATION to perform those services specified herein.

**THE PARTIES HEREBY AGREE AS FOLLOWS:**

**SECTION 1. SCOPE OF SERVICES.**

The CONSULTANT shall perform those services specified in detail in EXHIBIT “A,” the REAP grant, which is attached hereto and incorporated herein. CONSULTANT shall report to and be supervised by the Executive Director of the Association. The ASSOCIATION is relying upon CONSULTANT to complete and satisfy all requirements of the REAP Grant so that the ASSOCIATION is able to utilize the entire \$615,175.00 amount of the grant to provide these services. With the exception of costs directly and appropriately incurred by the ASSOCIATION in furtherance of the REAP Grant and reimbursed and reimbursable by the REAP Grant, CONSULTANT shall solely rely upon REAP Grant funding to support its work under this AGREEMENT. ASSOCIATION shall not be liable for any payments or obligations under this Agreement as all of CONSULTANT’s work shall be compensated by and through the REAP Grant and not through separate funds of the ASSOCIATION.

By entering into this AGREEMENT, CONSULTANT is agreeing to meet the all the requirements of the REAP Grant, on behalf of ASSOCIATION including, but not limited to: on or before June 30, 2022, CONSULTANT shall provide ABAG with invoices and supporting documentation for eligible expenses representing at least 20% of the amount of the Maximum Payment set forth in the REAP

Grant, and on June 30, 2022, CONSULTANT shall provide a written six-month Workplan to ABAG's Project Manager, or their designee, describing REAP-eligible tasks to be completed by December 31, 2022, including budgeted costs of at least 50% of the amount of the Maximum Payment under the REAP Grant.

**SECTION 2. TERM OF AGREEMENT.**

The term of this AGREEMENT shall be from March 14, 2022 to December 31, 2023, subject to the provisions of Section 9 of this AGREEMENT.

**SECTION 3. COMPENSATION.**

The compensation to be paid to CONSULTANT, including both payment for professional services and reimbursable expenses, if any, shall not exceed Six Hundred Fifteen Thousand One Hundred Seventy Five Dollars (\$615,175.00), less those charges that may be lawfully and under the terms of the REAP Grant may be payable to the ASSOCIATION for work done under the REAP Grant by ASSOCIATION. ASSOCIATION shall have no liability to CONSULTANT under this AGREEMENT as all sums shall be paid for directly by the REAP Grant or upon receipt of REAP Grant funds by the ASSOCIATION and then reimbursed directly to CONSULTANT. The rate and schedule of payment is set out in EXHIBIT C, entitled "COMPENSATION." which is attached hereto and incorporated herein.

**SECTION 4. METHOD OF PAYMENT.**

Each month, CONSULTANT shall furnish to the AUTHORITY a statement of the work performed for compensation during the preceding month. This statement shall be in addition to statements provided to ABAG under the REAP Grant.

**SECTION 5. INDEPENDENT CONTRACTOR.**

The parties agree that the CONSULTANT, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and not an agent or employee of the AUTHORITY. To the extent that the AGREEMENT permits CONSULTANT to delegate duties, CONSULTANT shall be solely responsible for the performance of its employees, agents, or subcontractors under this AGREEMENT. As an independent contractor, the CONSULTANT shall obtain no rights to retirement benefits or any other benefits that may accrue to the AUTHORITY's employees. CONSULTANT hereby expressly waives any claim it may have to any such rights. It is anticipated that CONSULTANT will be providing consultant services to other entities during the term of this Agreement.

**SECTION 6. LIMITATIONS UPON SUBCONTRACTING AND ASSIGNMENT.**

Neither this AGREEMENT nor any portion shall be assigned or subcontracted by CONSULTANT without the prior written consent of AUTHORITY. Any attempted assignment or subcontract not first approved by AUTHORITY shall be void and, at AUTHORITY's option, shall terminate this AGREEMENT effective as of the date of such attempted assignment. It is anticipated that CONSULTANT will be retaining subconsultants to perform some of the functions under this Agreement. These subconsultants will be billing CONSULTANT directly and CONSULTANT will

bill AUTHORITY for those charges. The following subconsultants and/or subcontractors are preapproved:

**SECTION 7. INDEMNIFICATION.**

CONSULTANT agrees to protect, and hold harmless ASSOCIATION and its elective or appointive boards, officers, agents, independent contractors and employees from any and all claims, liabilities, expenses, or damages of any nature, including attorneys' fees, for injury or death of any person, or damage to property, or interference with use of property, arising out of the performance of the AGREEMENT by CONSULTANT, CONSULTANT'S agents, officers, employees, subcontractors, or independent contractors hired by CONSULTANT to perform their duties. The only exception to CONSULTANT'S responsibility to protect, defend, and hold harmless ASSOCIATION is due to the sole negligence of ASSOCIATION. This hold harmless agreement shall apply to all liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by CONSULTANT.

This Section shall constitute an agreement or contract of indemnity, incorporating the interpretations under California Civil Code Section 2778. It is expressly understood and agreed that the CONSULTANT'S obligation to indemnify ASSOCIATION shall be as broad and inclusive as permitted by the laws of the State of California and shall survive termination of this AGREEMENT.

**SECTION 8. NONDISCRIMINATION.**

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

**SECTION 9. TERMINATION.**

9.1. ASSOCIATION may terminate this AGREEMENT at any time without cause upon ten days written notice to CONSULTANT. CONSULTANT may terminate this AGREEMENT at any time without cause upon 30 days written notice to ASSOCIATION.

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

9.3. ASSOCIATION'S President is empowered to terminate this AGREEMENT on behalf of AUTHORITY.

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

9.5. In accordance with Article XVI, Section 18 of the California Constitution, if in any fiscal year subsequent to the execution of this AGREEMENT the ASSOCIATION or ABAG fails to appropriate money for the purpose of funding this AGREEMENT, this AGREEMENT shall terminate, without

penalty, effective upon the close of business on the last day of the fiscal year for which funding has been appropriated.

**SECTION 10. GOVERNING LAW.**

The ASSOCIATION and the CONSULTANT agree that the law governing this AGREEMENT shall be that of the State of California, and venue shall be with the Santa Clara County Superior Court.

**SECTION 11. COMPLIANCE WITH LAWS.**

11.1 CONSULTANT shall comply with all applicable laws, ordinances, administrative regulations, and permitting requirements in conducting their obligations under this AGREEMENT.

11.2 Compliance with Wage and Hour Laws: Consultant, and any subcontractor it employs to complete work under this AGREEMENT, shall comply with all applicable federal, state and local wage and hour laws. Applicable laws may include, but are not limited to, the Federal Fair Labor Standards Act and the California Labor Code.

11.3 Final Judgments, Decisions, and Orders: For purposes of this Section, a “final judgment, decision, or order” refers to one for which all appeals have been exhausted or the time to appeal has expired. Relevant investigatory government agencies include: the federal Department of Labor, the California Division of Labor Standards Enforcement, or any other governmental entity or division tasked with the investigation and enforcement of wage and hour laws.

11.4 Prior Judgments against CONSULTANT: BY SIGNING THIS AGREEMENT, CONSULTANT AFFIRMS THAT IT HAS DISCLOSED ANY FINAL JUDGMENTS, DECISIONS OR ORDERS FROM A COURT OR INVESTIGATORY GOVERNMENT AGENCY FINDING IN THE FIVE (5) YEARS PRIOR TO EXECUTING THIS AGREEMENT THAT CONSULTANT OR ITS SUBCONTRACTOR(S) HAS VIOLATED ANY APPLICABLE WAGE AND HOUR LAWS. CONSULTANT FURTHER AFFIRMS THAT IT OR ITS SUBCONTRACTOR(S) HAS SATISFIED AND COMPLIED WITH OR HAS REACHED AGREEMENT WITH THE CITY REGARDING THE MANNER IN WHICH IT WILL SATISFY ANY SUCH JUDGMENTS, DECISIONS OR ORDERS.

11.5 Judgments or Decisions During Term of Contract: If at any time during the term of this AGREEMENT, a court or investigatory government agency issues a final judgment, decision or order finding that CONSULTANT or a subcontractor it employs to perform work under this AGREEMENT has violated any applicable wage and hour law, or CONSULTANT learns of such a judgment, decision, or order that was not previously disclosed, CONSULTANT shall inform the General Counsel, no more than fifteen (15) days after the judgment, decision or order becomes final or of learning of the final judgment, decision or order. CONSULTANT and its subcontractors shall promptly satisfy and comply with any such judgment, decision, or order, and shall provide the General Counsel with documentary evidence of compliance with the final judgment, decision or order within five (5) days of satisfying the final judgment, decision or order. ASSOCIATION reserves the right to require CONSULTANT to enter into an agreement with ASSOCIATION regarding the manner in which any such final judgment, decision, or order will be satisfied.

11.6 ASSOCIATION’s Right to Withhold Payment: Where CONSULTANT or any subcontractor it employs to perform work under this AGREEMENT has been found in violation of any applicable wage

and hour law by a final judgment, decision or order of a court or government agency, ASSOCIATION reserves the right to withhold payment to CONSULTANT until such judgment, decision or order has been satisfied in full.

11.7 Material Breach: Failure to comply with any part of this Section constitutes a material breach of this AGREEMENT. Such breach may serve as a basis for immediate termination of this AGREEMENT and/or any other remedies available under this AGREEMENT and/or law.

11.8 Notice to ASSOCIATION related to Wage Theft Prevention: Notice provided to the General Counsel as required under this Section shall be addressed to: Gary M. Baum, General Counsel, Cities Association of Santa Clara County 19925 Stevens Creek Boulevard, Suite 100, Cupertino, CA 95014-2358. The Notice provisions of this Section are separate from any other notice provisions in this AGREEMENT and, accordingly, only notice provided to the above address satisfies the notice requirements in this Section.

#### **SECTION 12. CONFIDENTIAL INFORMATION.**

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

#### **SECTION 13. OWNERSHIP OF MATERIALS.**

All reports, documents, electronic equivalents, or other materials developed or discovered by the CONSULTANT in connection with the performance of the services hereunder shall be and remain the property of the ASSOCIATION without restriction or limitation upon their use.

#### **SECTION 14. WAIVER.**

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

#### **SECTION 15. THE CONSULTANT'S BOOKS AND RECORDS.**

The CONSULTANT shall maintain all documents and records which demonstrate performance under this AGREEMENT for a minimum period of three (3) years, or for any longer period required by law, from the date of termination or completion of this AGREEMENT. Any records or documents required to be maintained pursuant to this AGREEMENT shall be made available to ASSOCIATION for inspection or audit at no cost to the ASSOCIATION, at any time during regular business hours, upon written request by the President, the ASSOCIATION's Treasurer or the ASSOCIATION's Auditor or a designated representative of any of these. Copies of documents shall be provided to the ASSOCIATION for inspection at the ASSOCIATION's address indicated for receipt of notices unless ASSOCIATION designates an alternative location.

**SECTION 16. CONFLICT OF INTEREST.**

CONSULTANT shall avoid all conflicts of interest and the appearance of conflicts of interest during the performance of this AGREEMENT.

**SECTION 17. NOTICES.**

All notices, invoices, bills and other communications required to be given under this AGREEMENT shall be in writing and shall be emailed, addressed to the respective parties as follows:

To the ASSOCIATION: Executive Director  
Cities Association of Santa Clara County  
P.O. Box 3144  
Los Altos, CA 94024  
xxx-xxx-xxxx Phone  
[joanne.benjamin@verizon.net](mailto:joanne.benjamin@verizon.net)

Copy to:

Gary M. Baum  
General Counsel CASCC  
19925 Stevens Creek Boulevard, Suite 100  
Cupertino, CA 95014-2358  
408-833-6246 Phone  
[garybaumlaw@gmail.com](mailto:garybaumlaw@gmail.com)

To the Association:

Baird + Driskell Community Planning  
Joshua Abrams  
2635 Benvenue Avenue  
Berkeley, CA 47049  
(510) 761-6001 Phone  
[abrams@bdplanning.ocm](mailto:abrams@bdplanning.ocm)

Or to another email address or physical address as any party may designate by notice.

**SECTION 18. INSURANCE.**

CONSULTANT, and to the extent permitted by ASSOCIATION, any subcontractor shall maintain all required insurance as described in attached Insurance Exhibit C.

**SECTION 19. NON-LIABILITY OF OFFICIALS, CONTRACTORS OR EMPLOYEES OF ASSOCIATION.**

No official, contractor, or employee of ASSOCIATION shall be personally liable for any default or liability under this AGREEMENT.

**SECTION 20.            TIME IS OF THE ESSENSE.**

Time is of the essence in the performance of this AGREEMENT.

**SECTION 21.            AUTHORITY TO EXECUTE.**

The persons executing this AGREEMENT on behalf of the parties warrant that they are duly authorized to execute this AGREEMENT.

**SECTION 22.            QUALIFICATIONS/STANDARD OF CARE.**

All of the services shall be performed by CONSULTANT or under CONSULTANT’s supervision. CONSULTANT represents that he or she possess the professional and technical skills necessary to perform the professional services required by this AGREEMENT and that he or she has sufficient skill and experience to perform the services assigned to him or her. CONSULTANT represents that it, its employees and subconsultants, if permitted, have and shall maintain during the term of this AGREEMENT all licenses, permits, qualifications, insurance, and approvals of whatever nature that are legally required to perform the services. All of the services to be furnished by CONSULTANT under this AGREEMENT shall meet the professional standard and quality that prevail among professionals in the same discipline and of similar knowledge and skill engaged in related work throughout California under the same or similar circumstances.

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**SECTION 23. PRIOR AGREEMENTS AND AMENDMENTS.**

This AGREEMENT, including Exhibits A - C, represents the entire understanding of the parties as to those matters. No prior oral or written understanding shall be of any force or effect with respect to those matters. This AGREEMENT may only be modified by a written agreement signed by both parties.

**IN WITNESS THEREOF**, these parties have executed this AGREEMENT on the day and year shown above.

**BAIRD & DRISKELL**

“CONSULTANT”



By: \_\_\_\_\_  
Joshua Abrams  
Baird & Driskell

By: \_\_\_\_\_

APPROVED AS TO FORM:

CITIES ASSOCIATION OF SANTA CLARA COUNTY

“AUTHORITY”

By: \_\_\_\_\_  
Gary M. Baum, General Counsel  
Cities Association of Santa Clara County

By: \_\_\_\_\_  
Chappie Jones  
President  
Date: April \_\_, 2022

- Exhibits:
- Exhibit A    Scope of Service: REAP Grant
- Exhibit B    Compensation
- Exhibit C    Insurance Requirements

Consultant Services Agreement Baird + Driskell REAP Grant CASCC 3-23-22

**EXHIBIT A**  
**SCOPE OF SERVICES**

See REAP Grant Attached hereto as Exhibit “A”

**EXHIBIT B**  
**COMPENSATION**

CONSULTANT shall bill ASSOCIATION monthly based upon hours spent on the REAP Grant on behalf of ASSOCIATION. Hourly rates for B+D staff for 2022 and 2023 will be as follows:

Billing rates

2022 Rates

**Baird + Driskell**

Abrams	\$205	Principal
Baird	\$205	Principal
Driskell	\$205	Principal
Peninger	\$195	Principal
Wang	\$185	Associate Principal
Nguyen	\$165	Senior Project Manager
Ellsworth	\$135-\$155	Associate/GIS Specialist
Campbell	\$165	Senior Project Manager
Quinonez	\$135-\$155	Associate
Close	\$125 / \$150	Graphic Designer/ Senior Associate/
Seitz	\$140	Associate
Tsai	\$135	Associate
Cheeves	\$135	Associate

It is anticipated that CONSULTANT will be retaining subconsultants to perform some of the functions under this Agreement. These subconsultants or subcontractors will be billing CONSULTANT directly and CONSULTANT will bill AUTHORITY for those charges. The total not to exceed includes any amounts payable by CONSULTANT to subconsultants or subcontractors. The maximum amount of compensation to be paid to CONSULTANT under this AGREEMENT, including both payment for professional services and any expenses incurred shall not exceed Six Hundred Fifteen Thousand One Hundred Seventy Five Dollars (\$615,175.00), less those charges that may be lawfully and under the terms of the REAP Grant may be payable to the ASSOCIATION for work done under the REAP Grant by ASSOCIATION. Any hours worked for which payment would result in a total exceeding the maximum amount of compensation set forth herein shall be at no cost to AUTHORITY.

**EXHIBIT C**  
**INSURANCE REQUIREMENTS**

CONSULTANT, at CONSULTANT's sole cost and expense for the full term of this contract or any renewal, must obtain and maintain at least all of the following minimum insurance requirements prior to commencing any work or receiving payments therefore under this AGREEMENT. All policies shall be written in accordance with the laws of the State of California and providing coverage for any employees of CONSULTANT. All insurance required by this AGREEMENT shall be carried only by responsible insurance companies licensed to do business in California. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

**A. Automobile Policy**

Automobile liability. CONSULTANT shall maintain insurance covering all owned, non-owned and hired automobiles against claims and liabilities for personal injury, death, or property damage, providing protection of at least \$1,000,000 combined single limit.

**B. Comprehensive General Liability Policy**

In the event that this Agreement is for a not to exceed sum of \$51,000 per year or more than CONSULTANT shall maintain commercial general liability as follows:

CONSULTANT shall maintain insurance against claims and liabilities for personal injury, death, or property damage, providing protection of at least \$1,000,000 combined single limit. Further, CONSULTANT shall provide proof of the following separate endorsements:

- a. The Cities Association of Santa Clara County, its elected officials, officers, employees, agents and contractors are to be covered as additional insureds,;
- b. CONSULTANT's insurance coverage shall be insurance shall be primary non-contributing; and.
- c. The insurer waives the right of subrogation against ASSOCIATION and ASSOCIATION'S elected officials, officers, employees, agents, and representatives; and,
- d. Any failure to comply with reporting provisions of the policies by CONSULTANT shall not affect coverage provided AUTHORITY, its officers, employees, agents, or contractors.

**C. Professional Liability Policy**

CONSULTANT shall maintain professional liability insurance protection of at least \$1,000,000 combined single limit. Further, CONSULTANT shall provide proof of the following separate endorsements:

a. The Cities Association of Santa Clara County, its elected officials, officers, employees, agents and contractors are to be covered as additional insureds.

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

**D. Requirements Provided to Insurers**

Provision of Agreement to Insurers. CONSULTANT represents and warrants that they have provided a copy of this AGREEMENT to their respective insurers, and the insurers are aware of all obligations pertaining to CONSULTANT as stated in this AGREEMENT.

**E. Workers' Compensation and Employers' Liability Policy**

a. This policy shall provide coverage for Workers' Compensation (Coverage A).

b. This policy shall also provide coverage for \$1,000,000 Employers' Liability (Coverage B).

**FIRST AMENDMENT TO AGREEMENT BETWEEN THE CITIES  
ASSOCIATION OF SANTA CLARA COUNTY AND BAIRD + DRISKELL FOR  
WORK RELATED TO THE PLANNING COLLABORATIVE**

This is the First Amendment to the Agreement between the Cities Association of Santa Clara County (“CASCC”) and Baird + Driskell + Abrams Community Planning, a California corporation dba Baird + Driskell Community Planning (“CONTRACTOR”) for services and technical support for the Planning Collaborative.

This Agreement is amended as follows effective March 13, 2022.

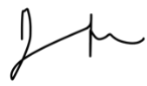
1. CASCC acknowledges that Baird + Driskell + Abrams Community Planning, a California corporation has taken over obligations under this Agreement.
2. Section 3, last sentence is deleted and replaced with: Although the Scope of Services is projected to cost a total of \$160,000 as set forth in Exhibit B, in no event shall the Cities Association’s total fiscal obligation under this Agreement exceed one hundred sixty thousand dollars (\$160,000).
3. Section 4 Term is changed to read: Subject to compliance with all terms and conditions, the terms of this Agreement shall be from November 1, 2020, through March 13, 2022.
4. All other terms and conditions of the Agreement remain in full force and effect. In the event of a conflict between the original Agreement and this Amendment, this Amendment controls.

**SIGNATURES:**

**CITIES ASSOCIATION OF SANTA CLARA**

**BAIRD & DRISKELL:**

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Charles “Chappie” Jones President  
CASCC  
Date April \_\_, 2022

  
\_\_\_\_\_  
Name: Joshua Abrams  
BAIRD & DRISKELL

Approved as to Form:

\_\_\_\_\_  
Gary M. Baum