



Board of Directors Meeting Agenda

April 14, 2022 7:00 PM / Virtual Meeting via Zoom

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

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

Board Members

President & Chair: Hon. Chappie Jones, San José

Campbell	Hon. Anne Bybee / Alternate: Hon. Susan Landry
Cupertino	Hon. Darcy Paul / Alternate: Hon. Liang Chao
Gilroy	Hon. Peter Leroe-Muñoz / Alternate: Hon. Marie Blankley
Los Altos	Hon. Neysa Fligor / Alternate: Hon. Anita Enander
Los Altos Hills	Hon. Stanley Mok / Alternate: Hon. Lisa Schmidt
Los Gatos	Hon. Rob Rennie / Alternate: Hon. Marico Sayoc
Milpitas	Hon. Carmen Montaña / Alternate: Hon. Evelyn Chua
Monte Sereno	Hon. Javed Ellahie / Alternate: Hon. Bryan Mekechuk
Morgan Hill	Hon. Rich Constantine / Alternate: Hon. Gino Borgioli
Mountain View	Hon. Margaret Abe-Koga / Alternate: Hon. Ellen Kamei
Palo Alto	Hon. Pat Burt / Alternate: Hon. Lydia Kou
San Jose	Hon. Chappie Jones / Alternate: Hon. Matt Mahan
Santa Clara	Hon. Kathy Watanabe / Alternate: Hon. Anthony Becker
Saratoga	Hon. Tina Walia / Alternate: Hon. Kookie Fitzsimmons
Sunnyvale	Hon. Larry Klein / Alternate: Hon. Omar Din
Ex-Officio	SCCCMA Representative: Sarah Zaraté, San José
Ex-Officio	Interim Executive Director: Joanne Benjamin

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

WELCOME AND ROLL CALL (Jones, 7:00-7:03 PM)

1.	Consent Agenda (7:03-7:05 PM)
1a.	Approval of March Board of Directors Meeting Minutes <i>Attachment:</i> Minutes
1b.	Adoption of Resolution to Continue Meeting Exclusively Over Zoom <i>Attachment:</i> Resolution , Staff Report
1c.	Receive financial management report for the period ending March 31, 2022 <i>Attachment:</i> Financial Management Report
1d.	Approval of invoices to be paid: <ul style="list-style-type: none"> • Kramer Workplace Investigations - \$200.00 (March) • Logan & Powell LLP - \$165.00 (March) <i>Invoices available to Board members upon request</i>
1e.	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 <i>Attachments:</i> Staff Report , Amendment to Agreement
1f.	Consideration of approval of Agreement for Services between 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) <i>Attachment:</i> Agreement for Services
2.	Consideration of Approval of FY 22-23 Budget (7:05-7:15 PM)
	<i>Attachments:</i> Staff Report , Proposed Budget , Proposed Dues
3.	Presentations on Local Control Items of Interest (Board Priority) (7:15-7:55 PM)
	Topic: Vaccines, Testing, & Masks as we transition from pandemic to endemic <ul style="list-style-type: none"> • Presentation by Dr. Sara Cody, Health Officer, and Public Health Director of Santa Clara County (7:15-7:35)

	<ul style="list-style-type: none"> • Presentation by Dr. Tomas Aragon, Director of CA Dept. of Public Health (7:35-7:55)
4.	Presentation on Climate Change Items of Interest (Board Priority) (7:55-8:10 PM)
	<p>Topic: Local Climate Action – 5 Year Clean Energy Results & Immediate Next Steps</p> <ul style="list-style-type: none"> • Presentation by Silicon Valley Clean Energy CEO Girish Balachandran and Senior Government Affairs Manager Bena Chang <p>Attachment: Presentation Slides</p>
5.	Presentations on Local Control Item of Interest (Board Priority), Pt. 2 (8:10-8:15 PM)
	<p>Topic: Significant impact to cities from this week’s HCD published guidelines on SB9</p> <ul style="list-style-type: none"> • Presentation by Hon. Liz Gibbons, City of Campbell
6.	Discussion of General Membership Meeting, May 12th (Jones, 8:15-8:20)
7.	Discussion/Direction for Hybrid or Virtual Meetings (Jones, 8:20-8:25)
	Discussion and direction on whether to proceed with hybrid (in-person and on Zoom) or to continue Zoom-only meetings
8.	Legislative Committee Update (Fligor, 8:25-8:30 PM)
9.	City Selection Committee Appointee Update (8:30-8:35 PM)
9.	Santa Clara County City Managers Association Update (Zarate, 8:35-8:40 PM)
10.	Executive Director Update (Benjamin, 8:40-8:45 PM)
11.	Joys and Challenges (Board Members, 8:45-8:50 PM)

PUBLIC COMMENT

ADJOURNMENT

PUBLIC COMMENT

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

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

ACCESSIBILITY

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



Board of Directors Meeting Minutes

March 10, 2022 7:00 PM / Virtual Meeting via Zoom

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

Agenda in Black / Minutes in Blue

WELCOME AND ROLL CALL (Jones, 7:00-7:03 PM)

Members present (15 of 15):

Campbell	Bybee – left 8:20pm
Cupertino	Paul
Gilroy	Leroe-Muñoz
Los Altos	Fligor
Los Altos Hills	Mok
Los Gatos	Sayoc
Milpitas	Montano
Monte Sereno	Ellahie
Morgan Hill	Constantine
Mountain View	Abe-Koga
Palo Alto	Burt
San José	Jones
Santa Clara	Watanabe
Saratoga	Walia
Sunnyvale	Klein

Others in attendance:

- Joanne Benjamin, Interim Executive Director
- Gary Baum, Legal Counsel
- Audin Leung, Clerk
- Steve Preminger, Santa Clara County Office of the County Executive
- Sarah Zarate, SCCCMA Representative
- Supervisor Cindy Chavez, Santa Clara County District Two
- Supervisor Joe Simitian, Santa Clara County District Five
- Aubrey Merrigan, LifeMoves
- "49er Fan SC," Member of the Public
- Betty Duong, Office of Supervisor Cindy Chavez
- Katherine Alexander, Office of Supervisor Joe Simitian
- Aubrey Merrigan (LifeMoves)
- Mayor Anita Enander, Los Altos

PUBLIC COMMENT

There were no speakers from the public.

CLOSED SESSION (7:03-7:33 PM)

1. Conference with Legal Counsel - Anticipated Litigation
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 from Closed Session to report.

OPEN SESSION (7:33-8:58 PM)

1. Consent Agenda (7:33-7:35 PM)
Motion to approve consent agenda by Watanabe. Seconded by Klein. Motion adopted 13-0-1-1.

Bybee	ABSENT
Paul	AYE
Leroe-Muñoz	ABSTAIN
Fligor	AYE
Mok	AYE
Sayoc	AYE
Montano	AYE
Ellahie	AYE
Constantine	AYE
Abe-Koga	AYE
Burt	AYE
Jones	AYE
Watanabe	AYE
Walia	AYE
Klein	AYE
1a.	Approval of February Board of Directors Meeting Minutes
1b.	Adoption of Resolution to Continue Meeting Exclusively Over Zoom
1c.	Receive financial management report for the period ending February 28, 2022
2.	Board Priority Racial Justice: Report/Recommendations on the Hate Prevention and Inclusion Task Force (7:35-8:00 PM)
	Presentation by Supervisor Cindy Chavez
3.	Board Priority Local Control Items of Interest: LifeMoves/Service-Enriched Shelter Loan Program (8:00-8:25 PM)
	Presentation by Supervisor Joe Simitian on program which is working to identify additional partnerships with cities to advance additional sites in the County.
4.	Legislative Committee Update (Fligor, 8:25-8:35 PM)
5.	Santa Clara County City Managers Association Update (Zarate, 8:35-8:45 PM)

6. Executive Director Update (Benjamin, 8:45-8:48 PM)
7. Joys and Challenges (Board Members, 8:48-8:58 PM)

ADJOURNMENT

Respectfully submitted,



Audin Leung
Board Clerk

DRAFT

PUBLIC COMMENT

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RESOLUTION NO. 2022-004

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 AND SUBSIDIARY BODIES TO ALLOW THEM TO CONTINUE TO HOLD PUBLIC MEETINGS SOLELY BY TELECONFERENCE OR OTHERWISE ELECTRONICALLY PURSUANT TO AB 361

WHEREAS, all public meetings of the Board of Directors 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 them 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, as a result of Executive Order N-29-20, the Board of Directors 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; and

WHEREAS, since the issuance of Executive Order N-92-20, the Delta variant has emerged followed by the Omicron variant 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 and Working Committee; and

WHEREAS, the California Department of Public Health has ordered an indoor mask mandate to remain in effect from December 15, 2021 through January 15, 2022; 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, including the spread of the Omicron variant, 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 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 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 February 22, 2022; and

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

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 Acting 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.

Chappie Jones
Board President
Vice Mayor of the City of San Jose

Joanne Benjamin
Acting Executive Director

Motion to approve by:

Seconded by:

AYES:	
NOES:	
ABSTENTION:	
ABSENT:	

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.



Agenda Item No: 1b

Meeting Date: April 14, 2022

BOARD OF DIRECTORS AGENDA REPORT

Prepared by Joanne Benjamin, Acting Executive Director and Gary M. Baum, Legal Counsel

TOPIC: CONTINUED MEETINGS OF THE BOARD OF DIRECTORS AND ALL SUBSIDIARY BODIES VIA ZOOM

SUBJECT: ADOPTION OF A RESOLUTION TO PERMIT MEETINGS OF THE BOARD OF DIRECTORS AND SUBSIDIARY BODIES TO MEET OVER ZOOM FOR AN ADDITIONAL PERIOD OF 30 DAYS

RECOMMENDATION:

Approve the attached resolution permitting the Board of Directors and all subsidiary bodies to continue to hold their meetings via Zoom with full public access, electronically, for a period of 30 days.

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 of Directors 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. CASCC 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))

FISCAL 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.

OPTIONS:

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

1. Staff's recommended action to approve the resolution.
2. Adopt resolution with modifications.
3. Direct staff to return with more information.
4. Take no action, which would result in the requirement for in person meetings.

RECOMMENDED ACTION:

Approve the resolution to continue holding meetings over Zoom.

ATTACHMENTS:

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

Staff Report CASCC Adoption of Resolution to Continue to Permit Zoom meeting for Board of Directors and Subsidiary Bodies 4-14-22

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
INCOME			
4000 INCOME			
4010 Membership Dues	236,363.42		309,957.07
4020 Roundtable Income			187,597.78
4060 LAIF INCOME	249.08		909.11
Total 4000 INCOME	236,612.50		498,463.96
4999 Uncategorized Income			25.00
Total Income	236,612.50		498,488.96
GROSS PROFIT			
	236,612.50		498,488.96
EXPENSES			
6000 GENERAL OFFICE			
6112 Advertising/Promotional			
6115 Website Update	1,200.00		
Total 6112 Advertising/Promotional	1,200.00		
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
Total 6000 GENERAL OFFICE	7,291.35		8,858.79
6700 Reimbursable Expense			437.50
EVENT EXPENSES			
6400 General Meeting - catering			2,068.00
Total EVENT EXPENSES			2,068.00
Office			
6880 Telephone	272.70		166.50
Total Office	272.70		166.50
OFFICE PERSONNEL_CONSULTANTS			
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
Total 6300 Legal & Professional Fees	177,342.66		148,312.25

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	Total	
	Jul 2021 - Mar 2022	Jul 2020 - Mar 2021 (PY)
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
Total OFFICE PERSONNEL_CONSULTANTS	272,625.72	268,929.06
Total Expenses	280,189.77	280,459.85
NET OPERATING INCOME	-43,577.27	218,029.11
NET INCOME	\$ -43,577.27	\$218,029.11

Balance Sheet

As of March 31, 2022

	Total
ASSETS	
Current Assets	
Bank Accounts	
1001 Checking - Union Bank	48,311.47
Total Bank Accounts	48,311.47
Accounts Receivable	
1200 Accounts Receivable	13,224.85
Total Accounts Receivable	13,224.85
Other Current Assets	
1300 LAIF Funds	124,642.44
1395 Accrued Interest	44.60
Total Other Current Assets	124,687.04
Total Current Assets	186,223.36
Fixed Assets	
1500 Machinery and Equipment	2,203.41
1700 Accumulated Depreciation	-1,926.59
Total Fixed Assets	276.82
TOTAL ASSETS	\$186,500.18
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
2000 Accounts Payable	11,725.00
Total Accounts Payable	11,725.00
Credit Cards	
2200 First National Bank of Omaha	333.23
FNBO_2nd	214.00
Total Credit Cards	547.23
Total Current Liabilities	12,272.23
Total Liabilities	12,272.23
Equity	
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
Total 3010 Reserves	35,001.92
Net Income	-43,577.27
Total Equity	174,227.95
TOTAL LIABILITIES AND EQUITY	\$186,500.18

Profit and Loss by Class

July 2021 - March 2022

	CASCC	PC	Roundtable	TOTAL
INCOME				
4000 INCOME				0.00
4010 Membership Dues	149,957.07		86,406.35	236,363.42
4060 LAIF INCOME	249.08			249.08
Total 4000 INCOME	150,206.15		86,406.35	236,612.50
Total Income	150,206.15	0.00	86,406.35	236,612.50
GROSS PROFIT				
	150,206.15	0.00	86,406.35	236,612.50
EXPENSES				
6000 GENERAL OFFICE				0.00
6112 Advertising/Promotional				0.00
6115 Website Update	1,200.00			1,200.00
Total 6112 Advertising/Promotional	1,200.00			1,200.00
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
Total 6000 GENERAL OFFICE	7,291.35			7,291.35
Office				0.00
6880 Telephone	272.70			272.70
Total Office	272.70			272.70
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
Total 6300 Legal & Professional Fees	66,496.99		110,845.67	177,342.66
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
Total OFFICE PERSONNEL_CONSULTANTS	98,645.05	13,135.00	160,845.67	272,625.72
Total Expenses	106,209.10	13,135.00	160,845.67	280,189.77
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

	Total
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
TOTAL	\$21,587.98

Statement of Cash Flows

July 2021 - March 2022

	Total
OPERATING ACTIVITIES	
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
Total Adjustments to reconcile Net Income to Net Cash provided by operations:	-17,020.60
Net cash provided by operating activities	-60,597.87
NET CASH INCREASE FOR PERIOD	-60,597.87
Cash at beginning of period	108,909.34
CASH AT END OF PERIOD	\$48,311.47

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
TOTAL	\$0.00	\$0.00	\$0.00	\$0.00	\$13,224.85	\$13,224.85



Agenda Item No: 1e

Meeting Date: April 14, 2022

Cities Association of Santa Clara County Agenda Report

Board of Directors

Prepared by: Gary M. Baum
General Counsel

TOPIC: APPROVAL OF AMENDMENT TO AGREEMENT WITH BAIRD + DRISKELL AND APPROVAL OF NEW AGREEMENT WITH BAIRD + DRISKELL FOR CASCC OBLIGATIONS UNDER THE (ABAG) REAP GRANT

SUBJECT: AMENDMENT TO AGREEMENT WITH BAIRD + DRISKELL AND NEW AGREEMENT WITH BAIRD + DRISKELL TO SATISFY CASCC OBLIGATIONS UNDER THE (ABAG) REAP GRANT

RECOMMENDATION:

1. Approve the First Amendment to the Agreement between the Cities Association of Santa Clara County ("CASCC") and Baird + Driskel and authorize the President to execute the Agreement.
2. Approve Agreement for Services between the Cities Association of Santa Clara County and Baird + Driskell for services related to CASCC obligations under the (ABAG) REAP Grant and authorize the President to execute the Agreement.

BACKGROUND:

Since at least 2020, Baird & Driskell has been assisting the CASCC Planning Collaborative on issues related to the individual cities' housing element updates and other housing-related topics. The CASCC formed the Planning Collaborative to provide these services to its city members. The Planning Collaborative was originally funded via proportional payments by each city member totaling \$160,000.00. In March of 2022, the CASCC was the recipient of the REAP Grant from Association of Bay Area Governments ("ABAG") in the sum of \$615,575.00 to assist our members in the Planning Collaborative with the latest housing element update and other housing issues. The REAP Grant requires CASCC to formulate a work plan, conduct certain tasks, meet milestones, and provide proof to ABAG of each step and all funds expended. These requirements are being assumed by Baird + Driskell and Baird + Driskell will receive most of the proceeds of the REAP Grant to carry out these activities to assist Santa Clara County Cities and the County. The REAP Grant does not allow CASCC to charge any overhead. However, a small portion of the grant may be used under limited circumstances to reimburse CASCC for actual services provided to our city members in furtherance of the grant's objectives. Thus, a small proportion of the REAP Grant will be paid to CASCC if all the requirements are met.

The original Agreement with Baird + Driskell entered into on November 1, 2020, reflected its prior business status and its corporate structure. Its corporate structure has been modified since; the Amendment addresses this change. In addition, the Amendment corrects an error in the original Agreement in which the "not to exceed"

amount did not match the total amount of the Agreement. The Amendment shows the correct “not to exceed” amount of \$160,000.

ANALYSIS:

The Agreement with Baird + Driskell to administer the REAP Grant on CASCC’s behalf will support our city members and the County. The Agreement’s term is from March 14, 2022, to December 31, 2023. The Amendment will cover the period of November 1, 2020, through March 13, 2022. Because Baird + Driskell must draft a work plan and take other significant steps for the REAP Grant in the immediate future it is important that the Board of Directors approve the Amendment and new Agreement at this meeting.

FISCAL IMPACT:

Entering into the Agreement with Baird & Driskell should reduce the expenses of our city members and the County for work related to the housing element and other housing issues. A small amount of funds will be paid to the CASCC if the CASCC provides reimbursable services benefitting the cities and the County under the grant. It is difficult to quantify the amount to be paid to CASCC, but it is not expected to be significant.

OPTIONS:

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

1. Staff’s recommended action to approve the Amendment with Baird + Driskell and approve the Agreement with Bair + Driskell for the (ABAG) REAP Grant and authorize the President to execute both documents;
or
2. Adopt Agreements with modifications; or
3. Take no action.

RECOMMENDED ACTION:

1. Approve the First Amendment to the Agreement between the Cities Association of Santa Clara County and Baird + Driskel and authorize the President to execute the Amendment.
2. Approve Agreement for Services between the Cities Association of Santa Clara County and Baird + Driskell for services related to CASCC obligations under the (ABAG) REAP Grant and authorize the President to execute the Agreement.

ATTACHMENTS:

1. Amendment to Agreement with Baird + Driskell
2. Agreement for Services Between the Cities Association of Santa Clara County and Baird + Driskell

**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.

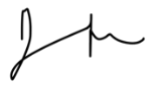
1. CASCC acknowledges that Baird + Driskell + Abrams Community Planning, a California corporation has taken over obligations under this Agreement.
2. Section 3, last sentence is deleted and replaced with: Although the Scope of Services is projected to cost a total of \$160,000 as set forth in Exhibit 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:

Charles “Chappie” Jones President
CASCC
Date April __, 2022



Name: Joshua Abrams
BAIRD & DRISKELL

Approved as to Form:

Gary M. Baum

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

This AGREEMENT is made and entered into this 14th 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

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

To the Association:

Baird + Driskell Community Planning
Joshua Abrams
2635 Benvenue Avenue
Berkeley, CA 47049
(510) 761-6001 Phone
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

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).



Agenda Item No: 2

Meeting Date: April 14, 2022

Cities Association of Santa Clara County Agenda Report

FY 2022-23 Budget

Prepared by: Joanne Benjamin, April 11, 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 & IT/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
 - Acting Executive Director’s position starting at \$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.

ATTACHMENTS:

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

Cities Association of Santa Clara County - Proposed Budget FY 2023

Prepared 4/12/2022 by Joanne Benjamin

***** Notes *****

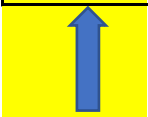
1. FY 2022 actuals, projections, and budget are exclusive of Roundtable &, Planning Collaborative projects. Overdue RT assessments by Palo Alto & Los Altos, expected RT rebate to cities, plus late RT & PC expenses are shown as "Adjustments" at end of report rather than budget line items..
2. The values 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 Acting Exec Director starts Jun 1 @ annual salary of \$90K
 - b. New Acting 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
Revenue							
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
Expenses							
Labor (includes employer payroll taxes)							
Executive Director	\$63,316		\$63,316				\$0
Acting Executive Director	\$10,013	\$33,413	\$43,425				\$0
Acting Executive Director (new)		\$8,074	\$8,074				\$96,885
Clerk & IT Support	\$10,334	\$5,167	\$15,501				\$15,502
Book Keeping	\$7,556	\$2,400	\$9,956				\$1,200
CASCC Legal	\$28,400	\$30,710	\$59,110				\$48,000
	-----	-----	-----	-----	-----	-----	-----
	\$119,619	\$79,763	\$199,382	\$192,300	-\$7,082	-4%	\$161,587
Office							
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
Technology & Software							
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
Total Office (cons, gen & tech)	\$6,024	\$8,943	\$14,967	\$13,000	-\$1,967	-15%	\$11,658
Other							
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
	=====	=====	=====	=====	=====	=====	=====
Total Expenses ==>	\$125,643	\$95,706	\$221,349	\$205,300	-\$16,049	-8%	\$177,244
Revenue Less Expenses	\$24,563	-\$95,606	-\$71,043	-\$53,010			-\$26,996



Note: This is a deficit budget as the "net income" for the budget period is negative. However, CASCC's year end cash balance can still be positive. This is because CASCC begins the FY with a positive cash position, and can "draw down" its cash and still finish the year in the black.

Proposed
Budget
Jul 2022
Jun 2023

Actual	Projection	Projection	Budget	Variance
Jul 2021	Mar 2022	FY 2022	FY 2022	Budget vs.
Feb 2022	Jun 2022	Total		Actuals

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
Baird + Driskell (PC)	-\$56,450	Expense <== Late invoice

Net Roundtable & PC Adjustment	-\$74,424	Net Expense

Projected Cash Balance (Union Bank + Laif) June 30, 2022 ==>	\$24,516	Projected Cash Balance June 30, 2023 ==>	-\$2,480
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Monthly Burn Rate Jul 2022 - Jun 2023 (avg. monthly cost - Labor, Office, & Other)	==> \$14,770 per month
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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 Executive Director is optimistic that continued emphasis on efficiency and frugality will yield a (very small) positive year end cash balance.*

Proposed Cities Association of Santa Clara County Membership Dues for FY 2022-23

Proposed dues are to remain at the same level as last year.

CASCC FY 2022-23 Membership Dues

City Size	Cities	Dues
Large Cities	San Jose Santa Clara Sunnyvale	\$13,046.27
Medium Cities	Cupertino Gilroy Milpitas Mountain View Palo Alto	\$10,856.89
Small Cities	Campbell Los Altos Los Gatos Morgan Hill Saratoga	\$8,697.51
Very Small Cities	Los Altos Hills Monte Sereno	\$6,523.13



Local Climate Action – 5-Year Clean Energy Results and Immediate Next Steps

Girish Balachandran
April 14, 2022



Celebrating Five Years of Clean Energy

- Since launching in 2017, SVCE communities have continued to prioritize local emissions reductions and support state-wide decarbonization efforts.
- SVCE will be celebrating its five-year anniversary of providing clean power at community events through this month.
- Stop by the SVCE booth at the Cupertino Earth Day Festival on 4/23 for an induction cooking demo and special remarks about the anniversary and accomplishments your communities have made.

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Five Year Accomplishments

35%

reduction in energy-related annual greenhouse gas emissions compared to 2015

\$77M

in total on-bill savings for customers since launch in 2017

\$45M

invested in customer programs since launch

575M

pounds of greenhouse gas emissions avoided

716

megawatts of renewable energy projects under contract

272,000+

residential and commercial customers -
96% participation rate



Clean, Reliable Power Coming Online



- In March, SVCE cut the ribbon for one of the largest solar and battery storage facilities in the state.
- Pairing storage with solar allows us to use clean energy when demand is high, and the sun is no longer shining.
- This is one of fifteen long-term renewable energy contracts SVCE has signed for wind, solar, solar+storage, geothermal and long-duration battery storage.

Slate - SVCE Portion

Capacity: 93 MW

Battery Discharge: 186 MWh

Enough to **power 23,947 homes** each year.

54,630 metric tons of CO2 avoided annually from the carbon-free electricity produced.





New Construction Electrification Reach Codes

Local governments play a key role. SVCE is doubling down.

- 15 jurisdictions adopted reach codes last cycle – pushing the state’s 2022 code further towards electrification.
- SVCE Board priority
 - \$6 million** - streamline permitting and adopt local electrification policies
 - \$11 million** - consumer incentive and financing programs



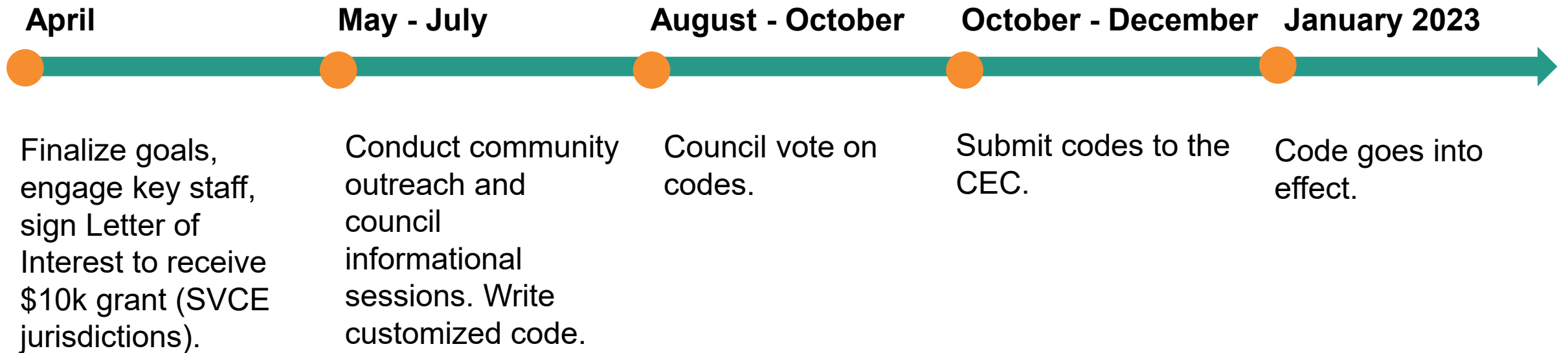
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Reach Codes should be (re)adopted by October 2022

SVCE will provide resources to help you meet these key milestones.





Next Steps



Agendize adoption or readoption of reach codes by October 2022



Apply for a \$10,000 reach code grant



Share technical assistance website <https://bayareareachcodes.org/> with relevant staff



New Construction is Just the Beginning

The greatest opportunity for local decarbonization is existing buildings

- Small appliances emit nearly 7 times the NOx of power plants statewide.
- Electrification improves air quality and public health while advancing climate goals.
- Local government codes, ordinances, and permitting processes are the key levers to enable building electrification.

We are a resource and a partner!



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