



## AGENDA

### SANTA CLARA/SANTA CRUZ COUNTIES AIRPORT/COMMUNITY ROUNDTABLE

#### *Special Meeting of the Roundtable*

**September 7, 2021  
1:00 – 4:00 PM PDT**

*This meeting will be conducted in accordance with State of California Executive Order N-29-20, dated March 17, 2020. All members of the Committee will participate by video conference, with no physical meeting location.*

Members of the public wishing to observe the special meeting live may do so at:

[https://www.youtube.com/channel/UCtPEqHsvTSnRcJUCQxX2Ofw?view\\_as=subscriber](https://www.youtube.com/channel/UCtPEqHsvTSnRcJUCQxX2Ofw?view_as=subscriber)  
[Youtube.com → SCSC Roundtable Channel](#)

**Public comment will occur for each agenda item.** Members of the public wishing to comment on an item on the agenda may do so in the following ways:

1. Email comments using the “[Contact Us](#)” form on the [SCSC Roundtable website](#), which are then forwarded to [scscroundtable@gmail.com](mailto:scscroundtable@gmail.com) by 3:00 p.m. on September 6, 2021. Emails will be forwarded to the Committee. Emails received after 3:00 p.m. and prior to the Chair announcing that public comment is closed may be noted or may be read into the record by the Chair at the meeting (up to 3 minutes) at the discretion of the Chair. **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 (up to 3 minutes) by following the link to register in advance to access the meeting via Zoom Webinar: <https://esassoc.zoom.us/j/82574527294>

a. You will be asked to enter an email address and a name. Your email address will not be disclosed to the public. After registering, you will receive an email with instructions on how to connect to the meeting. If you prefer not to provide an email, you may call in to the meeting (listed below) and view the live stream on the SCSC Roundtable YouTube Channel.

Dial: +1 669 219 2599 or +1 213 338 8477 or +1 346 248 7799 or +1 206 337 9723 or +1 646 518 9805 or +1 470 250 9358 or 833 548 0282 (Toll Free) or 877 853 5247 (Toll Free) or 888 788 0099 (Toll Free) or 833 548 0276 (Toll Free)

Webinar ID: 833 6187 3873

b. 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.

c. When called to speak, please limit your comments to the time allotted (up to 3 minutes, at the discretion of the Chair).

d. For those individuals participating by phone, you may use the following controls as appropriate.

Press \*9 - Raise hand

Press \*6 - Toggle mute/unmute

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|--|------------------------|
| <b>1. Welcome/Review of the Meeting Format</b> – <i>Evan Wasserman, Roundtable Facilitator</i>   | Information            |
| <b>2. Call to Order and Identification of Members Present</b> – <i>Chairperson Bernald</i>   | Information            |
| <b>3. Ad Hoc Committee Update</b> – <i>Ad Hoc Committee Members</i><br>Update regarding the Ad Hoc Committee’s ongoing discussions with the Cities Association, and the future of the SCSC Roundtable governance.  | Information            |
| <b>4. Budget Presentation</b> – <i>Chairperson Bernald</i><br>Presentation of “SCSC Roundtable Agenda Report” as prepared by Cities Association Ad Hoc Committee and SCSC Roundtable Chair with follow-up SCSC Roundtable member discussion. Topics to be presented:<br><ul style="list-style-type: none"> <li>- Overview of resolutions by Cities Association requesting reimbursement for unanticipated legal fees.</li> <li>- Overview of the SCSC Roundtable Bylaws</li> <li>- Consideration of SCSC Roundtable Financial Status &amp; Draft Budget FY 2021-22 – Attachment B <ul style="list-style-type: none"> <li>▪ Dues Membership totaling \$187,598</li> <li>▪ Expenditures totaling \$246,477</li> </ul> </li> <li>- Consideration of SCSC Roundtable Financial Status &amp; Draft Budget FY 2021-22 With Special Assessment – Attachment C <ul style="list-style-type: none"> <li>▪ Dues Membership \$187,598</li> <li>▪ Expenditures \$296,499 including special assessment of \$50,000</li> </ul> </li> <li>- Consideration and discussion of SCSC Roundtable response to the Cities Association of Santa Clara County.</li> </ul> | Information/<br>Action |
| <b>5. Oral Communications/Public Comment</b> on Items not on the Agenda- <i>Speakers are limited to a maximum of two minutes or less depending on the number of speakers. Roundtable members cannot discuss or take action on any matter raised under this agenda item.</i>  | Information            |
| <b>6. Roundtable Member Discussion</b><br>Chair’s Report – Chairperson Bernald   | Information            |
| <b>7. Adjournment</b> – <i>SCSC Roundtable Chairperson</i>   |                        |

**Materials to be provided during the meeting:**

- Presentation of the electronic agenda packet

# Code of Conduct



## Purpose of the Code of Conduct Policy

The Cities Association of Santa Clara County (CASCC) has adopted this Code of Conduct for members<sup>1</sup> of the CASCC to assure both the public and CASCC members that the CASCC operates with integrity, fairness, efficiency, and respect.

This Code of Conduct applies to the members of CASCC during public meetings as well as during their interactions with other CASCC members and the public while CASCC members act in their capacity as CASCC representatives. This policy further applies to all committees, task forces, or other groups designated by the CASCC to work with or advise the CASCC, including the Planning Collaborative, and any bodies for whom CASCC serves as fiscal agent or sponsor, such as the Santa Cruz/Santa Clara Roundtable (“SCSC Roundtable”). SCSC Roundtable members and staff are similarly subject to the conditions and policies herein while they are acting as representatives of the SCSC Roundtable, as their actions and behavior reflect directly upon CASCC.

CASCC and all covered individuals under this policy are committed to:

- Behaving honestly, truthfully and with integrity in all our transactions and dealings;
- Treating our members, CASCC staff, and the public fairly;
- Treating every member, staff, and the public with dignity and respect;
- Treating our staff with respect, fairness and good faith;
- Ensuring compliance with both the spirit and the letter of the law;
- Avoiding conflicts of interest;
- Appropriately handling actual or apparent conflicts of interest in our relationships;
- Acting responsibly toward the communities in which we work and for the benefit of the communities that we serve;
- Being responsible, transparent and accountable for all of our actions; and
- Setting a robust example of accountability, transparency, ethical conduct and effectiveness for collaborative intergovernmental associations like CASCC.
- Open and honest communication in the spirit of transparency.

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<sup>1</sup> For ease of reference in the Code of Conduct, the term “member” refers to any member of the Cities Association of Santa Clara County, including the individual representatives of Santa Clara County cities who have been appointed to the Executive Board and Board of Directors. “Member” further refers to staff and any member of the SCSC Roundtable.

## **Anti-Discrimination and Anti-Harassment Policy**

### **Objective**

CASCC is committed to a work environment in which all individuals, members and staff alike, are treated with respect and dignity. Each individual has the right to work in a professional atmosphere that promotes equal employment opportunities and prohibits unlawful discriminatory practices, including harassment. Therefore, CASCC expects that all relationships among members, including with other members, the public, and staff, will be business-like and free of unlawful or explicit bias, prejudice and harassment.

CASCC has developed this policy to ensure that all its employees can work in an environment free from unlawful harassment, discrimination and retaliation. CASCC will make every reasonable effort to ensure that all concerned are familiar with these policies and are aware that any complaint in violation of such policies will be investigated and resolved appropriately.

Any member or staff person who has questions or concerns about these policies should request a discussion with the President or 1<sup>st</sup> Vice-President of CASCC, the CASCC Executive Director, and the CASCC attorney.

### **Dedication to Equal Employment Opportunity**

It is the policy of CASCC to ensure equal employment opportunity without discrimination or harassment on the basis of race, color, religion, sex, sexual orientation, gender identity or expression, age, disability, marital status, citizenship, national origin, genetic information, or any other characteristic protected by law. CASCC prohibits any such discrimination or harassment.

### **Prohibition Against Retaliation**

CASCC encourages reporting of all perceived incidents of discrimination or harassment. It is the policy of CASCC to promptly and thoroughly investigate such reports. CASCC prohibits retaliation against any individual who reports discrimination or harassment or participates in an investigation of such reports.

### **Prohibition Against Sexual Harassment**

Sexual harassment constitutes discrimination and is illegal under federal, state and local laws. For the purposes of this policy, “sexual harassment” is defined, as in the Equal Employment Opportunity Commission Guidelines, as unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature when, for example: a) submission to such conduct is made either explicitly or implicitly a term or condition of an individual’s employment, b) submission to or rejection of such conduct by an individual is used as the basis for

employment decisions affecting such individual, or c) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Sexual harassment may include a range of subtle and not-so-subtle behaviors and may involve individuals of the same or different gender. Depending on the circumstances, these behaviors may include unwanted sexual advances or requests for sexual favors; sexual jokes and innuendo; verbal abuse of a sexual nature; commentary about an individual's body, sexual prowess or sexual deficiencies; leering, whistling or touching; insulting or obscene comments or gestures; display in the workplace of sexually suggestive objects or pictures; and other physical, verbal or visual conduct of a sexual nature. These behaviors are prohibited and CASCC does not condone or permit any such conduct.

### **Prohibition Against Harassment and Hostile Work Environment**

Harassment on the basis of any other protected characteristic is also strictly prohibited. Under this policy, harassment is verbal, written or physical conduct that denigrates or shows hostility or aversion toward an individual because of his or her race, color, religion, sex, sexual orientation, gender identity or expression, national origin, age, disability, marital status, citizenship, genetic information, or any other characteristic protected by law, or that of his or her relatives, friends or associates, and that: a) has the purpose or effect of creating an intimidating, hostile or offensive work environment, b) has the purpose or effect of unreasonably interfering with an individual's work performance, or c) otherwise adversely affects an individual's employment opportunities.

Harassing conduct includes epithets, slurs or negative stereotyping; threatening, intimidating or hostile acts; denigrating jokes; and written or graphic material that denigrates or shows hostility or aversion toward an individual or group that is placed on walls or elsewhere on the employer's premises or circulated in the workplace, on company time or using company equipment by e-mail, phone (including voice messages), text messages, social networking sites or other means.

CASCC also prohibits the creation of a hostile work-environment. A hostile work environment is defined as inappropriate behavior in the workplace that is either severe *or* pervasive enough to create an abusive work atmosphere for one or more individuals, including members or staff.

CASCC prohibits bullying behavior against members, staff, or the public, and prohibits members from improperly or abusively denigrating other members, staff, or the public while engaged in CASCC related business, including in communications with other members, staff, or the public regarding CASCC business.

## Individuals and Conduct Covered

These policies apply to all members, staff employees and applicants for staff positions, whether related to conduct engaged in by fellow employees or by someone not directly connected to CASCC (e.g., an outside consultant).

The policies apply to the all committees, task forces, or other groups designated by the CASCC to work with or advise the CASCC, including the Planning Collaborative and SCSC Roundtable and its members, as well as staff employees and applicants for staff positions, so long as the CASCC continues to act as the fiscal agent for the SCSC Roundtable.

Conduct prohibited by these policies is unacceptable in the workplace, including during public meetings, while interacting with staff or members in person or via phone, email, and/or digital meeting, and in any work-related setting outside the workplace, such as business-related social events.

## Reporting an Incident of Harassment, Discrimination or Retaliation

CASCC encourages reporting of all perceived incidents of discrimination, harassment or retaliation, regardless of the offender's identity or position. Individuals, including members or staff, who believe that they have been the victim of such conduct should immediately contact the CASCC President, 1<sup>st</sup> Vice-President, or Executive Director. CASCC encourages individuals who believe they are being subjected to such conduct to promptly advise the offender that his or her behavior is unwelcome and to request that it be discontinued. Often this action alone will resolve the problem. CASCC recognizes, however, that an individual may prefer to pursue the matter through complaint procedures described below.

## Complaint Procedures

Individuals, including members or staff, who believe they have been the victims of conduct prohibited by this policy or believe they have witnessed such conduct should discuss their concerns with the CASCC Executive Director.

CASCC encourages the prompt reporting of complaints or concerns so that rapid and constructive action can be taken before relationships become irreparably strained. Therefore, while no fixed reporting period has been established, early reporting and intervention are the most effective method of resolving actual or perceived incidents of harassment.

Any reported allegations of harassment, discrimination or retaliation will be investigated promptly and referred to the CASCC Attorney. The investigation may include individual

interviews with the parties involved and, where necessary, with individuals who may have observed the alleged conduct or may have other relevant knowledge.

CASCC will maintain confidentiality throughout the investigatory process to the extent consistent with adequate investigation and appropriate corrective action.

Retaliation against an individual for reporting harassment or discrimination or for participating in an investigation of a claim of harassment or discrimination is a serious violation of this policy and, like harassment or discrimination itself, will be subject to disciplinary action. Acts of retaliation should be reported immediately and will be promptly investigated and addressed.

Misconduct constituting harassment, discrimination or retaliation will be dealt with appropriately.

If a party to a complaint does not agree with its resolution, that party may appeal to the CASCC Executive Board by informing the CASCC Executive Director that the party would like to appeal the resolution of the complaint.

False and malicious complaints of harassment, discrimination or retaliation (as opposed to complaints that, even if erroneous, are made in good faith) may be the subject of appropriate responsive action.

## **Conflicts of Interest Policy**

Conflicts of interest can raise governance and decision-making concerns for CASCC. They also may raise concerns in the mind of the public and members of the media, potentially undermining CASCC's reputation and good standing. Generally speaking, a conflict of interest is a situation in which a CASCC member or any covered individual under this policy has a personal or financial interest that compromises or could compromise the member's independence of judgment in exercising his or her responsibilities to CASCC or for those whom CASCC acts as fiscal agent.

Members are expected to minimize conflicts of interest, disclose ethical, legal, financial, and other conflicts, and remove themselves from decision-making if they would otherwise be called on to act on a conflict involving themselves or entities with which they are closely associated.

Under this policy, members are required to disclose actual or potential conflicts of interest, as well as certain relationships and transactions, to enable to take steps it considers necessary or advisable to address conflicts of interest. Depending on the circumstances, a relationship and/or transaction disclosed under this policy will fall into one of three categories: the relationship/transaction 1) is not a conflict of interest, 2) is a conflict of interest that is permitted provided that certain procedures are followed, or 3) is a conflict that is prohibited altogether.



Code of Conduct  
Cities Association of Santa Clara County  
Page 6 of 6  
Adopted November 12, 2020

Members should contact the CASCC Executive Director with any concerns regarding a potential or actual conflict of interest as soon as is practicable.

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Adopted by the Board of Directors  
November 12, 2020

## Agenda Item #3

## Combined Principles and Issues Matrix for Roundtable and CASCC

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

### Problem Statement:

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

### Summary of Recommendations:

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

#### **1. Program Coordinator Support**

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

#### **2. Legal Council**

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

#### **3. Fiscal Agent**

Continue to use CASCC as the Fiscal Agent

#### **4. Background comments to CASCC**

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

#### **5. Transition Plan**

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

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

**These recommendations achieve the goals:**

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

**Details of Recommendations:**

Commented [JL1]: Reorder to match previous sections

**1. Fiscal Agent**

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

We have determined there are no other fiscally viable options.

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

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

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

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

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

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

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

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

## 2. Legal Counsel

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

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

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

## 3. Program Coordinator Support

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

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

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

Issue to be addressed: Funding

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

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

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

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

**4. Background comments to CASCC**

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

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

Responsibilities of the Program Coordinator would include:

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

NOTE: bullet points may need further reflection/definition.

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

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

**5. Transition Plan**



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

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

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

High-Level Steps:

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

## Appendix A

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

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

**Request:**

Airport sponsorship; City of San Jose participation

**Result:**

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

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

**Request:**

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

**Result:**

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

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

**Request:**

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

**Result:**

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

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

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

**Request:**

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

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

**Result:**

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

**Preferred status: remain with CASCC**

**Other discussion:**

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

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

**Request:**

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

**Result:**

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

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

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

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

**Request:**

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

**Result:**

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

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

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

**Result:**

JTSV is a Think Tank

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

Any collaboration would place JVSV between the constituents and the Roundtable

Therefore not a viable solution

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

**Request:**

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

**Result:**

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

## Appendix B

### Draft Roundtable Program Coordinator Job Description

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

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

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

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

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

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

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

This is a half-time permanent position.

#### IDEAL CANDIDATE

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

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

#### QUALIFICATIONS

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

##### Knowledge of:

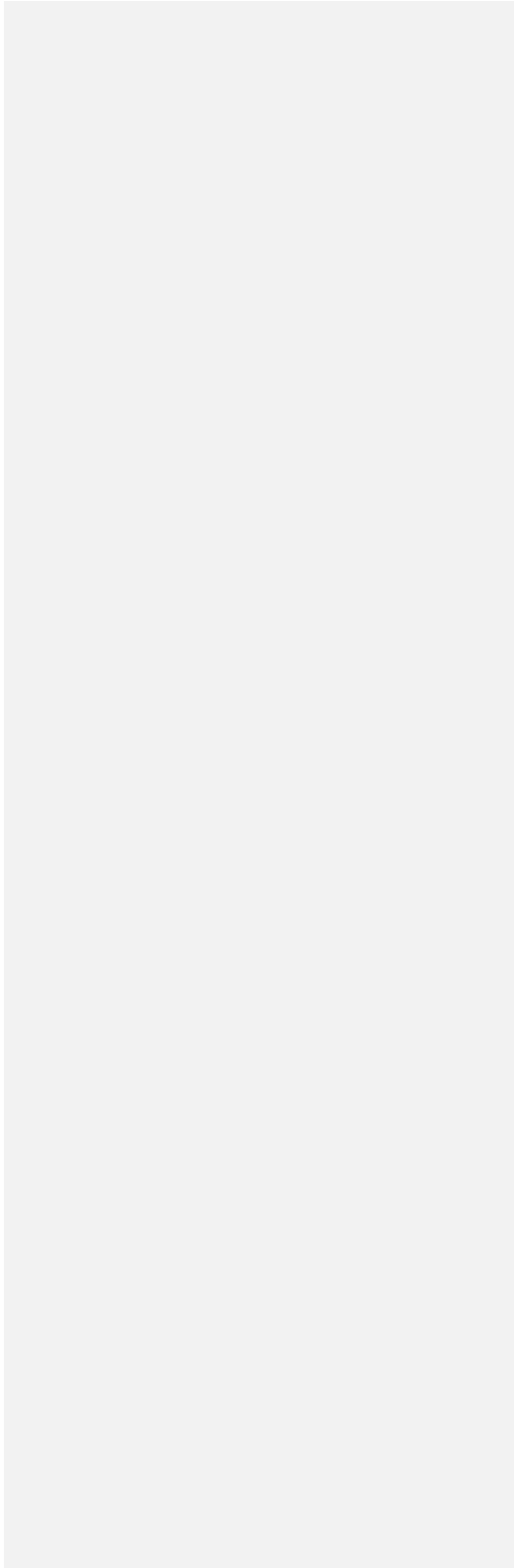
1. Organization of local government and concepts of public administration including familiarity with codes, ordinances, and laws, including the Brown Act and Public Records Act.
2. Modern office practices, i.e., Zoom, Word Press, Office, etc.
3. Research and sources of data

##### Skill/Ability to:

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

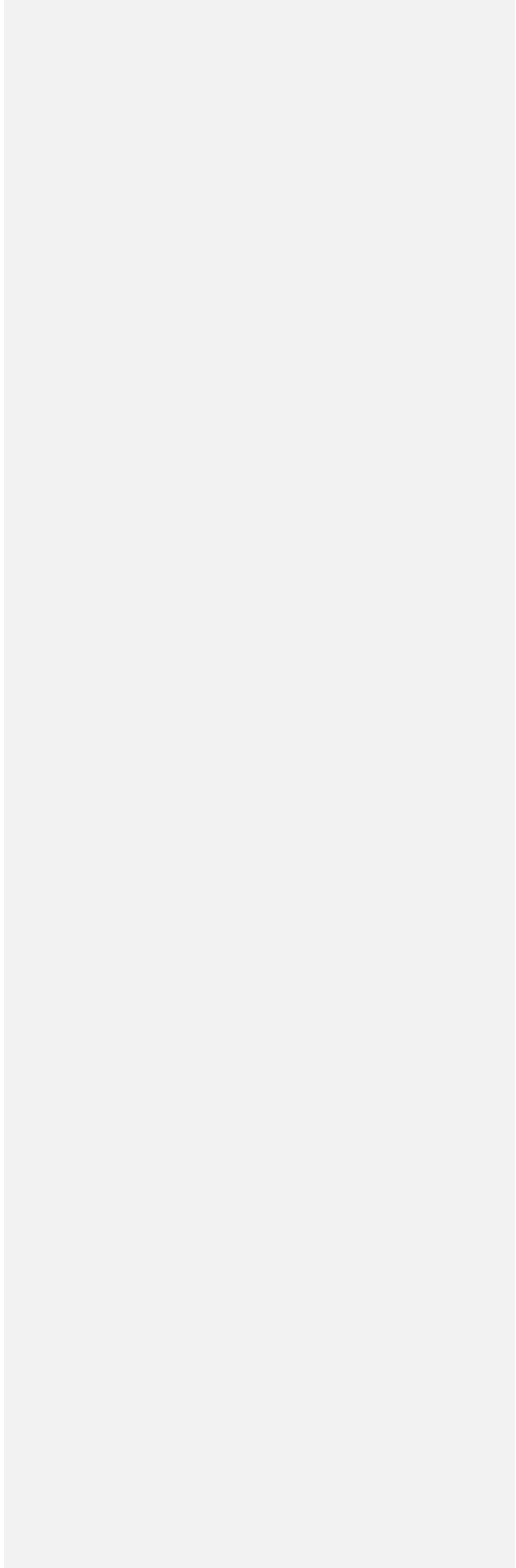
**APPENDIX C**

June 2020 approved FY 2020/2021 contract with ESA



**APPENDIX D**

Memorandum of Understanding





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

	<p>meetings are required to include legal counsel. As a result, on 01/26/21, Cities Association Legal Counsel withdrew representation from the SCSC Roundtable</p> <p>Identify and establish CASCC and SCSC direct lines of communication and authority. Establish Rules of Engagement ensuring adherence to Code of Conduct, timely communication and adherence to requirements.</p> <p>How will Members ensure this is different moving forward (including in the event of new staff hires) and the Code of Conduct is followed?</p>	<p>These documents also need to define the process for how we deal with the infrequent situation, where the correct process is not followed.</p> <p>The best way to ensure that Legal Counsel or anyone else who is required to attend a RT meeting is invited and present – would be to ensure the Program Coordinator knows they are required <u>to formally invite the appropriate people and to officially advise the RT members of that requirement.</u> NOTE: Such clarifications should be incorporated in the Rules of Engagement as the CASCC and RT proceed. Once documented, these types of direction should result in less confusion and less involvement on the part of CASCC Staff.</p> <p>Going-forward, we believe the Program Coordinator will schedule all meetings. Just like all the other Roles and Responsibilities – this requirement will be clearly documented and followed.</p> <p>In this matrix, we see that at least the following documents or concepts need to be created:</p> <ul style="list-style-type: none"> <li>A) Roles and Responsibilities</li> <li>B) Code of Conduct</li> <li>C) Rules of Engagement</li> <li>D) Define how to document and resolve issues</li> <li>E) CASCC Services Schedule</li> </ul> <p>As for new RT or CASCC members and compliance – we are in the process of creating new documents and probably contracts between the RT and CASCC. These will be voted on by the different parties. The RT will insure that all new</p>	<p>Program Coordinator/ Administrator recommended</p> <p>Draft documents to be agreed upon in consultation w/CASCC and RT Counsels</p>
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		<p>members will need to read and abide by this material as they come on-board.</p>		
<p><b>Brown Act</b></p>	<ol style="list-style-type: none"> <li>1. Brown Act Issues during meetings</li> <li>2. Serial Meetings</li> <li>3. When issues arise, which will happen, the RT needs to defer to legal counsel/staff, and the assessment and accept the direction of CASCC (as legal/staff represent and provide advice based on CASCC).</li> </ol>	<ol style="list-style-type: none"> <li>1) As we create the Rules of Engagement, one of the things that will be clearly defined is how to deal with any issues, including Brown Act issues. It is our belief: The Legal Counsel would operate similar to our City Attorneys. If any issue is identified during a meeting (or outside a meeting), the Legal Counsel would address the issue immediately or as soon as possible. And that person would have the authority of the Parliamentarian and their judgement would rule. Addressing the issue, includes proper documentation and written communication.</li> <li>2) The same as Number 1, the Legal Counsel would address any concerns about Serial meetings.</li> <li>3) As stated above, the Legal Counsel is the Parliamentarian and has the authority and responsibility to address issues. (If required, as part of the Roles and Responsibility, it will</li> </ol>		<p>This has been addressed via new legal counsel for RT</p>

		<p>need to define a mechanism to address RT Members, if they do not follow Legal Counsel direction).</p> <p><b>Note:</b> The RT Adhoc believes the Legal Counsel should be the main “Point of Interface” to the RT, for operational or “day-to-day” type items. This is driven by the consistent message from the CASCC Exec Board, that they wish to reduce the amount of time that CASCC staff is directly involved with the RT. Clearly, the CASCC staff is involved for managing contracts, finances and overall compliance to rules/contracts. Not day-to-day management or involvement of the RT objectives or meetings.</p> <p>But, the exact definition of this should be defined in the “CASCC Services Schedule” and will need to be agreed to by all the parties. (This will take some collaboration by the parties to define this. The RT Adhoc does not believe we are the <u>only ones</u> involved in working this out. This topic needs to have the input of CASCC staff).</p>		<p>Legal Counsel and/or Program Coordinator should serve as points of contact as needed</p>
<p><b>FISCAL RESPONSIBILITY &amp; OPERATIONS</b></p>				
<p><b>Roundtable Operations and Management</b></p>	<p>As fiscal agent, CASCC must retain oversight of operations and budget management. There are costs associated with running an organization: Staff, payroll, banking, insurance, software, staff oversight, internet, office supplies, computer, software, mail.</p> <ol style="list-style-type: none"> <li>1. How will these costs continue to be paid?</li> <li>2. If CASCC Executive Director handles payment, who will monitor budget to ensure costs do not become excessive?</li> </ol>	<ol style="list-style-type: none"> <li>1) How will costs be paid? Our assumption is that the CASCC Adhoc and RT Adhoc are going to define an appropriate schedule to charge for “CASCC services”. This schedule will define what services are to be provided and at what rate they will be paid for by the RT. The monies to pay for this will come out of the fees collected from the member Cities to the RT. (via CASCC acting as the Fiscal Agent). The RT has no issue with paying for agreed upon services from the CASCC.</li> </ol>	<p>ACCEPT w/notes</p>	<p>Develop clear parameters re: rates, responsibilities</p> <p>Create new Ad Hoc Committee to determine costs/rates</p>

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

		<p>Deciding to pay the agreed upon the fee upfront or monthly would be a detail to be addressed during the discussions of services and overall contract. The RT Adhoc does not see the payment schedule as a huge obstacle to defining a workable relationship – once we agree on the services to be provided and cost.</p> <p>4) As has been previously stated, we believe a CASCC Services Schedule and Budget will be agreed to. (Probably to be reviewed annually). Any changes to this, will need to be discussed and agreed to by all parties.  <b>Note:</b> The RT Adhoc agrees to the principal that it should pay for any agreed to and documented services. We will jointly agree to a schedule and budget. If something comes up that wasn't anticipated or that needs to be addressed, CASCC, Legal, and RT will meet and work towards an amicable resolution. Then update the appropriate documentation/agreements.</p> <p>5) Without a mutually agreeable cost arrangement, then the RT Adhoc believes we will not be able to reach an overall agreement. Without an overall agreement, then doesn't everything related to the RT stop?</p>		
<p><b>Personnel/Time Management</b></p>	<p>CASCC is the employer- CASCC contracts with employees and therefore assumes all liabilities therein.</p> <ol style="list-style-type: none"> <li>1. Onboarding New Program Manager (who will do this?)</li> <li>2. Who advertises, interviews, creates contract, and oversees employment</li> </ol>	<ol style="list-style-type: none"> <li>1. The RT Adhoc would like to hear CASCC Staff's thoughts and suggestions on this topic. (We don't think we should try and define this in a vacuum. We believe the question that is really trying to be asked: If</li> </ol>	<p>ACCEPT w/notes</p>	<p>CASCC will operate as fiscal agent (e.g. to be determined in "Roles and Responsibilities and Rules of Engagement documents"</p>

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

		We are confused because right now, the CASCC Legal Counsel is not representing the RT.		
<b>OTHER ISSUES</b>				
<b>Executive Board Request for exit strategy</b>	<p>Why didn't the RT explore 501c as an exit strategy?</p> <p>If applying, Silicon Valley Community Foundation has fiscal sponsorships available, could provide needs assessment.</p> <p><a href="https://www.siliconvalleycf.org/consulting-management-services">https://www.siliconvalleycf.org/consulting-management-services</a></p> <p>Has it been considered for one of the participating cities to take on the role of fiscal sponsorship?</p>	<p>The RT Ad Hoc believes this question has been answered in the Appendix A of the "Principles" Document we have previously submitted to the CASCC.</p> <p>The RT does not believe that becoming its own 501c is an appropriate or financially viable option.</p> <p>The RT does not believe it is appropriate for one of the participating cities to take on the role of Fiscal Agent.</p>	ACCEPT w/notes	There is consensus for CASCC to continue as fiscal agent and to include termination agreement; other options for fiscal agent have not been identified as feasible by RT.

# Agenda Item #4

**SCSC ROUNDTABLE AGENDA REPORT -  
Roundtable Budget Memo with Linked Attachments**



Agenda Item No: _____
Meeting Date: September 7, 2021

SCSC ROUNDTABLE AGENDA REPORT	
Department: Cities Association of Santa Clara County	
Prepared by: Cities Association Ad Hoc Committee & SCSC Roundtable Chair	

**TOPIC:** 2021-22 FY Budget

**SUBJECT:** RECEIVE 2021-22 FY BUDGET PROPOSAL

**EXECUTIVE SUMMARY:**

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

**RECOMMENDATION:**

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

**BACKGROUND:**

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

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

**SCSC ROUNDTABLE AGENDA REPORT / Page: 2**

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

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

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

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

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

*Task 1: Facilitate Regular Roundtable Meetings*

*Task 2: Roundtable Meeting Planning*

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

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

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

**BYLAWS and BUDGET ADOPTION**

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

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

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

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

**SCSC ROUNDTABLE AGENDA REPORT / Page: 3**

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

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

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

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

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

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

**The Memorandum of Understanding also discusses the budget:**

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

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

***Per Capita Fee Structure***

*Large City \$ 0.50*

*Small City \$ 0.50*

*Medium City \$ 0.50*

*XL City \$ 0.10*

*County \$ 0.50*

**PROPOSED INCOME**

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



**SCSC ROUNDTABLE AGENDA REPORT / Page: 4**

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

**PROPOSED ALLOCATIONS AND EXPENDITURES**

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

**SPECIAL ASSESSMENT FEE**

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

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

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

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

**POTENTIAL ACTIONS**

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

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

**SCSC ROUNDTABLE AGENDA REPORT / Page: 5**

4. Take no action.

**ATTACHMENTS**

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



P.O. Box 3144  
Los Altos, CA 94024  
<https://citiesassociation.org>  
408-766-9534

August 18, 2021

SCSC Roundtable  
PO Box 3144  
Los Altos, CA 94024

**VIA email**

RE: Unanticipated Legal and Staff Costs

Dear Chair Bernald and Members of the SCSC Roundtable Members:

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

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

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

Sincerely,

A handwritten signature in black ink, appearing to read "Marico Sayoc".

Mayor Marico Sayoc  
President

A handwritten signature in blue ink, appearing to read "Chappie Jones".

Vice Mayor Chappie Jones  
1<sup>st</sup> Vice President

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

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

Notes:

\* Assumes dues remain as the same as FY 21.

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

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

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

Date: August 30, 2021

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

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

Notes:

- \* Assumes dues remain as the same as FY 21.
- \*\* Amount of contract with ESA through December 2021 (\$46,257) and January through June 2022 (\$90,000)
- \*\*\*Special Assesment Fee (\$27,022) plus potential additional costs related to RT (estimated at \$22,978 and TBD; future costs are unknown)
- \*\*\*\*Fiscal Sponsorship Fee is an estimate; it has not been discussed or negotiated w/the Board of Directors; fiscal sponsorship rate may range between 10-20%
- \*\*\*\*\*Program Coordinator Salary calculated \$45/hour @20 hours/week; recommended hourly rate is \$35-45; hours per week to be determined

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

Date: August 30, 2021



## Memorandum

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

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

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

### Attachments:

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

SCSC ROUNDTABLE: Financial Status

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

Notes:

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

\*FY 21 Expenditure Detail

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

Date: August 16, 2021



P.O. Box 3144  
 Los Altos, CA 94024  
<https://citiesassociation.org>  
 408-766-9534

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

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

Executive Director’s cost (\$53/hour) **\$3,622.55**

**Contractor – Legal Counsel  
 February – April 2021**

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

Legal Counsel’s cost (\$250/hour) **\$9,450.00**

Executive Director	\$3,622.55
Legal Counsel	\$9,450.00

**Total Due to CASCC for staff time \$13,072.55**





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 408-766-9534

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

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

Billable Hours Invoice for SCSC Roundtable  
 Employee: Executive Director  
 May 7, 2021  
 Page 2 of 5

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

Hours:	Rate:	Total:
34.85	\$53.00	1847.05

Billable Hours Invoice for SCSC Roundtable  
 Employee: Executive Director  
 May 7, 2021  
 Page 3 of 5

**February 2021**  
**Employee – Executive Director**

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

Hours:	Rate:	Total:
13.55	53.00	718.15

Billable Hours Invoice for SCSC Roundtable  
 Employee: Executive Director  
 May 7, 2021  
 Page 4 of 5

**March 2021**  
**Employee – Executive Director**

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

<b>Hours</b>	<b>Rate:</b>	<b>Total:</b>
15.9	53.00	842.7

Billable Hours Invoice for SCSC Roundtable  
 Employee: Executive Director  
 May 7, 2021  
 Page 5 of 5

**April 2021**  
 Employee: Executive Director

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

Hours:	Rate:	Total:
4.05	53.00	214.65

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

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



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

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



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

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

Invoice for SCSC Roundtable  
 Employee: Executive Director  
 August 16, 2021  
 Page 2 of 4

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

Hours	Rate:	Total:
32.25	53	1709.25

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



Invoice for SCSC Roundtable  
 Employee: Executive Director  
 August 16, 2021  
 Page 3 of 4

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

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

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

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

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

JUNE 30, 2021

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

PLEASE MAIL PAYMENT TO:

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

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

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

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

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

**DEFAULT MATTER 1**

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

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

**STATEMENT SUMMARY**

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

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

JULY 31, 2021

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

PLEASE MAIL PAYMENT TO:

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

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

CLIENT #19026

SCSC ROUNDTABLE C/O CSACC

INVOICE #001501

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

CLIENT #19026

SCSC ROUNDTABLE C/O CSACC

INVOICE #001501

**DEFAULT MATTER 1**

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

**DEFAULT MATTER 1**

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

**STATEMENT SUMMARY**

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

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

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

February 4, 2021

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

RE: Letter of Engagement for Attorney Services

Dear Board of Directors:

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


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


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

The above terms and conditions are hereby agreed to:

Date: Feb 12, 2021

Date: Feb 12, 2021

  
Katharine G. Wellman (Feb 12, 2021 16:33 PST)  
Katharine G. Wellman  
Attorney at Law

  
Marico Sayoc (Feb 12, 2021 14:36 HST)  
Marico Sayoc  
Board President  
Cities Association of Santa Clara County

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

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

**RECITALS**

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

**THE PARTIES HEREBY AGREE AS FOLLOWS:**

**SECTION 1. SCOPE OF SERVICES.**

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

**SECTION 2. TERM OF AGREEMENT.**

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

**SECTION 3. COMPENSATION.**

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

**SECTION 4. METHOD OF PAYMENT.**

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

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

**SECTION 5. INDEPENDENT CONTRACTOR.**

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

**SECTION 6. ASSIGNABILITY.**

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

**SECTION 7. INDEMNIFICATION.**

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

**SECTION 8. INSURANCE.**

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

**SECTION 9. SUBCONTRACTORS.**

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

**SECTION 10. NONDISCRIMINATION.**



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

#### **SECTION 11. TERMINATION.**

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

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

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

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

#### **SECTION 12. GOVERNING LAW.**

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

#### **SECTION 13. COMPLIANCE WITH LAWS.**

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

#### **SECTION 14. CONFIDENTIAL INFORMATION.**

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

#### **SECTION 15. OWNERSHIP OF MATERIALS.**

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

**SECTION 16. WAIVER.**

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

**SECTION 17. THE ATTORNEY'S BOOKS AND RECORDS.**

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

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

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

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

**SECTION 18. CONFLICT OF INTEREST**

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

**SECTION 19. SPECIAL PROVISIONS.**

There are no special provisions for this AGREEMENT.

**SECTION 20. NOTICES.**

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

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

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

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

**SECTION 21. VENUE.**

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

**SECTION 22. PRIOR AGREEMENTS AND AMENDMENTS.**

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

**SECTION 23. SVRIA**

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

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

**SECTION 23. COUNTERPARTS**

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

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

“ASSOCIATION”  
CITIES ASSOCIATION OF SANTA  
CLARA COUNTY

By: \_\_\_\_\_  
President of the Board of Directors

“ATTORNEY”  
GARY M. BAUM

By \_\_\_\_\_  
Gary M. Baum, an individual

**EXHIBIT A**  
**RECITALS**

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

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

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

**EXHIBIT B**  
**SCOPE OF SERVICES**

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

**SECTION 1. GENERAL.**

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

**SECTION 2. BASIC SERVICES.**

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

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

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

2.4 Prepare resolutions or review resolutions prepared by staff.

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

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

2.7 Respond to inquiries from Board Members or Executive Director.

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

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

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

### **SECTION 3. SERVICES PREVIOUSLY RENDERED**

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

**EXHIBIT C**  
**COMPENSATION**

**Basic Services**

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

Hourly Fee Schedule :

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

The above listed rates shall apply.

**Reimbursable Expenses**

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

**EXHIBIT D**



## INSURANCE REQUIREMENTS

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

### **A. Minimum Scope of Insurance**

Coverage shall be at least as broad as:

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

### **B. Minimum Limits of Insurance**

ATTORNEY shall maintain limits no less than:

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

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

### **C. Deductibles and Self-Insured Retentions**

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

**D. Other Insurance Provisions**

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

**1. Commercial General Liability Coverage**

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

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

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

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

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

**E. Subcontractors**

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

## Santa Clara/Santa Cruz Community Roundtable Final Funding Formula

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

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

## SCSC Roundtable Response - Letter of Concerns

SCSC RT Concerns

Hello!

Thank you for sending the proposed FY 2021/2022 budget materials as requested.

Our September 7<sup>th</sup> Roundtable Agenda discussion will include presentation of the SCSC Roundtable Bylaws, the budget as prepared by CASCC, the two CASCC motions and, an opportunity for questions from the membership. Without representation from CASCC at this meeting, it will be difficult to proceed with the necessary in depth discussion. The memo provided by Raania does not address all the issues certain to arise. Main questions will be:

- Under what authority is the Roundtable being billed for the items listed in the Special Assessment? What information can be given to the RT to make them more confident these invoices are legitimately RT expenses?
- What is the basis for the line items that make up the special assessment? What services will be provided for the amounts listed? More detail is necessary to determine if this is an appropriate expense on which to base a special assessment.
- What expenses are included in the Misc Office \$6079 amount from FY 2021 Estimated Financial Status report?
- What is the actual amount of the fund balance? I have seen different amounts in each new document. The beginning Fund balance of \$76,520 appearing as SCSC Roundtable: Financial Status & Proposed Budget FY 2021-22 has no basis in reality. In June an Accounts Summary indicated the Roundtable had approximately \$17,000 in the fund balance. On 9/2 (today) the latest report indicates the balance is \$3443.00.

Please provide this additional information as soon as possible. Without it, I do not know if the membership will be able to approve the budget as prepared by CASCC.

With appreciation for your attention to this matter.

Mary-Lynne

## Congresswoman Anna Eshoo's Letter



*Congress of the United States  
House of Representatives  
Washington, D.C. 20515*

*Anna G. Eshoo  
Eighteenth District  
California*

August 19, 2021

The Honorable Ricardo Ortiz, SFO RT Chair  
The Honorable Sam Hindi, SFO RT Vice Chair  
SFO RT Membership Expansion Ad-Hoc Subcommittee  
Via Email to [rortiz@burlingame.org](mailto:rortiz@burlingame.org) and [shindi@fostercity.org](mailto:shindi@fostercity.org)

Dear Chair Ortiz and Vice Chair Hindi,

My thanks to you and your colleagues for your important work to review the membership of the SFO Roundtable.

I represent the 18<sup>th</sup> Congressional District which includes parts of San Mateo, Santa Clara and Santa Cruz counties. I'm writing in support of expanding the SFO RT membership beyond the counties of San Mateo and San Francisco to include cities and communities that are highly impacted by SFO operations within my District.

I'm proud of the Santa Clara Cities Association for standing up a Santa Clara/Santa Cruz Roundtable and hope it will continue to be a venue for South Bay constituents, many of whom have problems unrelated to San Francisco Airport. I recognize there is some overlap between the two bodies but I support each city having the opportunity to have local representation on each Roundtable depending on the issues they are confronting as a community.

Thank you for your consideration of taking this next inclusive step. I think your influence as a body will grow as you represent more communities because you will have more opportunities to build consensus across county lines.

Most gratefully,

Anna G. Eshoo  
Member of Congress

cc: Chairwoman Mary Lyn Bernald, Santa Clara/Santa Cruz Roundtable  
President Mike Wasserman, Santa Clara Board of Supervisors  
President Marico Sayoc, Santa Clara Cities Association  
Chairman Bruce McPherson, Santa Cruz County Board of Supervisors

**SCSC Roundtable All Correspondence**  
**July 27, 2021 – September 3, 2021**



**July 27, 2021**

**From**

Phoebe Weiman

**To**

SCSC Roundtable

**Message**

SCSC Roundtable – Correspondence Received Late for July 28, 2021 Meeting Agenda Packet

Good evening,

Linked below is the correspondence that was received after the agenda packet went out on Friday July 23rd.

<https://scscroundtable.org/documents/scsc-roundtable-correspondence-received-late-for-july-28-2021-meeting-agenda-packet/>

Thank you,

Phoebe Weiman

Airport Planner

ESA | Environmental Science Associates

Celebrating 50 Years of Work that Matters in 2019!

July 28, 2021

**From**

Shari Wiemann-Emling

**To**

SCSC Roundtable

**Message**

Sham FAA "Workshop" on BSR/SERFR

Dear Mary Lynne Bernald,

It has taken me a week to regroup from the insult that the FAA Workshop slapped the public with in their refusal to honor the voters and the Select Committee's clear choice to reverse SERFR and return to BSR. I hope you will pass this comment onto them. I am part of an extremely large group of local homeowners who have been thrown aside, with no shred of respect or truth from the FAA.

We were strung along with lies - actually being told the FAA regretted making this hideous decision in the first place without any public input. This arrogance was carried over in last week's shameful and phony "apology tour".

The excuses given for betraying the public were weak and incomplete. We were insulted with half-truths and having to endure actual laughter by the committee concerning their decision. The self-importance of the committee members was shocking.

We bought our homes under quiet skies - and we have been treated with total abandon. This switch was made - as I have stated - without any public input. The lack of respect for the public is astonishing and this very poor showing last week only emphasizes the cowardice, falseness and rudeness of the FAA's sham committee.

Our local representatives are 100% with us, and we will not give up this battle. I only hope the FAA can grow up and treat the public with the respect and truth we deserve. This is not over.

Sincerely,  
Shari Emling  
Bentley Square HOA  
Mountain View, CA

July 29, 2021

**From**

David Simon

**To**

SCSC Roundtable

**Message**

FAA Decision on SERFR

Dear Ms. Bernald and the members of the Roundtable,

I attended one of last week's FAA public presentation about their decisions regarding Bay Area air traffic patterns. I came away disappointed and disgusted.

Disappointed because it's apparent that the FAA has decided that they're not going to make any significant changes to the SERFR approach to SFO that has caused so much noise in our area.

Disgusted because the FAA's attitude appears to be that they can justify this decision to us simply by repeating the words "complex" and "safety" often enough, as though we are too unsophisticated/naive/stupid to grasp anything more detailed. Further, it was impossible to avoid noticing that their panel had numerous representatives from the airline industry and no members of the affected public.

I came away with the distinct impression that the industry and the FAA just can't be bothered.

I urge the Roundtable to continue to lean on the FAA and other potential influencers to get the SERFR approach changed.

Thank you for your attention

---- David Simon

July 29, 2021

**From**

Fredric Wells

**To**

SCSC Roundtable

**Message**

FAA update of 7.21 comments

Please forward this e-mail to Chairperson Mary Lynne Bernald.

I attended the FAA update online on July 21. Here are my specific comments:

Whenever I typed in my question during the question and answer session, it was always "dismissed". I wish there was a way to input questions and comments, where they were recorded and collated for consideration and answered at a later date. Using the word "dismissed" felt inappropriate, and made it seem like my comment or question was not of value.

During the July 21 update, Joe Bert of the FAA said that they COULD move the flight path back to BGSUR, but that they couldn't meet all 9 of the previous select committee recommendations. I believe there were 3 recommendations which could not be met, one of which was to have the planes enter the flight path in Santa Cruz County at a higher altitude: 15,000 feet. The point is that these were recommendations, not requirements. If we could have the flight path moved back with 6 of the 9 recommendations met, that would be a preferred arrangement for most people. Then Joe Bert said if the Roundtable or another select committee were to come up with another "Preferred alternative", they would also evaluate that. It seems like the FAA is setting us up for a circular path, where we the public make recommendations (through the Roundtable) and the FAA swats it down for some reason without really making an effort to try to accommodate the request.

Where is the information from the FAA about what studies were done, and the specifics about why the BGSUR flight path cannot be utilized? What we heard at the update last week was "safety reasons", and that the air traffic controllers need to work harder/communicate more with aircraft on the BGSUR route (not clearly saying why or pointing to specific studies). The new route was easier to keep aircraft separation (again, not explaining why) and the satellite GPS worked better (why?). Where are the studies, and where is the data?

At one point, it was stated that aircraft noise has to be less over National Parks and wildlife refuges. Although Castle Rock State park is not a National Park, it seems that the noise levels over that park should be considered when making a flight path change.

I was disappointed that there was no way to state at the meeting that certain types of aircraft (like Airbus and cargo jets) are extremely noisy. Nor was there any explanation about pilot and controller training to take this into consideration during takeoff and landing. There were comments made by the airlines that they were trying to buy quieter aircraft for the future, but that doesn't help us today.

Thank you for your consideration.

August 4, 2021

**From**

Fred Gillaspy

**To**

SCSC Roundtable

**Message**

New Submission from Contact Us – SCSC Roundtable

**Name**

Fred Gillaspy

**Email**

[Fgillaspy@gmail.com](mailto:Fgillaspy@gmail.com)

**Phone**

(831) 438-2808

**Subject**

SCSC Roundtable

**Message**

For more than six years we've been subjected to FAA's in-your-face decision to change the flight path into SFO from the south without any public input or notice. The agency's defiant and arrogant "we know what's good for the community below" decisions and actions enacted in the mendaciously couched term "name of safety" MUST be reversed and redrawn in a manner that truly serves the needs of both commercial airlines AND the public — not just the powerful airline lobby. Ironically, the brightest effect of the Pandemic was the return to our PEACEFUL SKIES. Now that COVID has retreated enough to encourage heavy air travel, we're back to cargo "Heavies" blasting and rumbling through the otherwise quiet midnight and early morning skies with their intrusive wake-up calls — audible, loud trademarks of FAA's "go f&%% yourself" pious attitude. SHAMEFUL!!!!

**August 4, 2021****From**

Victoria Reynolds

**To**

SCSC Roundtable

**Message**

New Submission from Contact Us – SCSC Roundtable

**Name**

victoria reynolds

**Email**[dreambasket70@yahoo.com](mailto:dreambasket70@yahoo.com)**Phone**

(831) 334-3786

**Subject**

SCSC Roundtable

**Message**

Hello,

I've lived in the same house in Scotts Valley/Santa Cruz County for over 12 years. We've always had some airplane noise, but it was reasonable. Since the flight paths changed, we literally were getting airline traffic every 1-2 minutes during the busy times of day/night ( we kept records and send in regular SFO online noise complaints) and throughout the night you got the cargo planes which were far louder and shook the windows. Even some of the airlines are so loud and low you have to stop as you can't even hear people talking in the house with the windows closed. It has made living in a beautiful setting miserable. One can't even do yardwork or sit on the deck due to constant plane noise. During Covid, things became quiet and such a great relief. Now that folks are starting to travel again, plane noise is ramping up. The FAA speaks of safety, but what has changed since the last route was used? And is it safe to have planes so low over parts of Scotts Valley and Felton that it's rattling windows and looms large above houses? Business profits should not take priority over community well being. Businesses need to be held accountable for air and noise pollution. The FAA and Federal Govt need to be held accountable, just like they do for water pollution, chemical leaks, air pollution, etc. This is affecting many communities and thousands of homes. Lastly, this is affecting property value and ability to sell or rent homes under this flight path. Thank you for listening, Victoria

**August 7, 2021****From**

Don Jamzad

**To**

SCSC Roundtable

**Message**

New submission from Contact us - FAA's Northern California Airspace Public Meetings

**Name**

don jamzad

**Email**[fjamzadeh@yahoo.com](mailto:fjamzadeh@yahoo.com)**Subject**

FAA's Northern California Airspace Public Meetings

**Message**

July 20 meeting was a mutual praising session among FAA, Airlines, and SFO people. It ignored the main issue of SFO arrivals noise. All the parties involved know that this was not an issue up to 5 years ago. They also know the noise can be alleviated by raising the altitudes. These parties have taken the "no compromise" approach. The suffering public need to take the steps to lower the demand. That is, shift their travels away from SFO as much as possible. Once the airlines and the SFO executives sense that, they will really pressure the FAA to change. This also includes the local companies encouraging their business travelers to avoid SFO. Nothing like public boycotting of SFO will awaken the involved parties.

**August 6, 2021****From**

SCSC Roundtable

**To**

FAA

**Message**

SCSC Roundtable - Comments on FAA's Draft Advisory Circular (AC) 150/5190-4B, Airport Compatible Land Use Planning

Dear Office of Airport Planning and Programming,

On behalf of the SCSC Roundtable and Chairperson Mary-Lynne Bernald, we are submitting comments in response to the FAA's Draft Advisory Circular (AC) 150/5190-4B regarding Airport Compatible Land Use Planning. Using the requested comment submittal format, the attached comment matrix is being submitted with the SCSC Roundtable comments provided. Please confirm receipt of this submittal.

Thank you,

--

SC | SC Roundtable  
<https://scscroundtable.org>

**Attachment Name****2021\_08\_06\_SCSCRoundtable**





FAA  
Airports

FAA Internal Comments Matrix for AC 150/5190-4B: Airport Land Use Compatibility Planning

Name	Reviewer Org	Reviewer Phone#	Line#	Page#	Para#	C, E, or F	Comment/Rationale	Recommended Change/Proposed Rewrite	A or D (For OPR Use Only)	Resolution of Comments (For OPR Use Only)
Chairperson Mary-Lynn	Santa Clara/Santa Cruz Counties Airport/Community Roundtable	+1 (408) 206-1547; sescroundtable@gmail.com	535	2-1	2.2.1.1	C	Line 535 mentions that a tremendous amount of research has been done by the FAA on noise. A footnote on Page 2-2 explains that the FAA is actively conducting research on updating the current significant noise impact threshold. We recommend adding a discussion here of the results of the Neighborhood Environmental Survey (NES) indicating a marked increase in sensitivity to aircraft noise since identification of DNL 65 dB as the threshold for significant impacts and the potential value of employing lower noise thresholds and alternative noise metrics in characterizing the noise environment for planning purposes.	At line 537 add "For example, the results of the Neighborhood Environmental Survey indicate that there has been a substantial change in the public perception of aviation noise, with an increase in sensitivity and annoyance associated with aircraft noise, than when the DNL 65 dB threshold was adopted."		
Chairperson Mary-Lynn	Santa Clara/Santa Cruz Counties Airport/Community Roundtable	+1 (408) 206-1547; sescroundtable@gmail.com	565	2-3	2.2.1.5	C	This section identifies FAA's significant impact threshold of DNL 65 dB and references 14 CFR Part 150, but does not address the subjective nature of aircraft noise exposure and sensitivity to overflight beyond the DNL 65 dB contour. An advisory circular addressing compatible land use planning should at the very least acknowledge the subjective nature of noise exposure and the need to be sensitive to this factor in land use planning. The results of the Neighborhood Environmental Survey (NES) identified an increased sensitivity to aircraft noise exposure beyond the established DNL 65 dB threshold. Overflight, recognizing that aircraft noise annoyance can carry well beyond the DNL 65 dB contour, is a recognized compatibility factor in the California Airport Compatible Land Use Planning Handbook produced by the California Department of Transportation (Caltrans) Division of Aeronautics. The guidance in the Handbook is used to prepare Airport Land Use Compatibility Plans (ALUCPs), discussed in Paragraph 4.4.3 of the Draft Advisory Circular and in Appendix E. Appendix E specifically mentions overflight. We encourage the FAA to develop a discussion on this topic and include it herein as well.	At line 568 add "The results of the Neighborhood Environmental Survey (NES) identified an increased sensitivity to aircraft noise exposure beyond the established DNL 65 dB threshold. In planning for compatible land use it is important to recognize that aircraft noise annoyance can carry well beyond the DNL 65 dB contour, particularly in less developed environments characterized by lower levels of development and lower levels of ambient noise." Add a separate section discussing overflight as a concept and discussion that extends beyond areas exposed to DNL 65 dB.		
Chairperson Mary-Lynn	Santa Clara/Santa Cruz Counties Airport/Community Roundtable	+1 (408) 206-1547; sescroundtable@gmail.com	1604	3-5	3.2.6	C	We recommend the inclusion of airport noise roundtables in the list of organized groups included as non-aviation stakeholders. Many airports have noise roundtables composed of members representing jurisdictions affected by aircraft noise and overflight. These bodies can be excellent resources in providing information helpful to land use planning efforts.	After line 1633, add a new paragraph discussing noise roundtables as multi-jurisdiction organizations focused on addressing aircraft noise concerns. Discuss how many airports have noise roundtables composed of members representing jurisdictions affected by aircraft noise and overflight and that these bodies can be excellent resources in providing information helpful to land use planning efforts.		
Chairperson Mary-Lynn	Santa Clara/Santa Cruz Counties Airport/Community Roundtable	+1 (408) 206-1547; sescroundtable@gmail.com	2213	4-10	4.5.4	C	We recommend the inclusion of airport noise roundtables in the category of Planning Forums. Airport noise roundtables, where in place, are already focused on compatible land use related to aircraft noise exposure and overflight. These organizations can provide valuable insight on existing noise exposure issues early in the development process.	After line 2220, add "Airport noise roundtables are often already established entities with relations between local government officials and airport staff that can be excellent resources in providing information on aircraft noise impacts that can be helpful to land use planning efforts."		
Chairperson Mary-Lynn	Santa Clara/Santa Cruz Counties Airport/Community Roundtable	+1 (408) 206-1547; sescroundtable@gmail.com	2770	5-31	5.7.4	C	We recommend the inclusion of airport noise roundtables in the category of Local Government Involvement. Again, many airports have noise roundtables composed of members representing jurisdictions affected by aircraft noise and overflight. These bodies can be excellent resources in providing information helpful to land use planning efforts.	After line 2774, add "In addition, airport noise roundtables can be excellent resources in providing information on existing aircraft noise effects that can be helpful to airport planning efforts."		

**August 9, 2021****From**

Christina Nutting

**To**

SCSC Roundtable

**Message**

SCSC Roundtable - Comments on FAA's Draft Advisory Circular (AC) 150/5190-4B, Airport Compatible Land Use Planning

Good morning,

Thank you for submitting your comments. They have been received.

Regards,

Christina Nutting

Airport Planning Specialist

**August 15, 2021****From**

Chris D'Acosta

**To**

SCSC Roundtable

**Message**

UL94 Unleaded Gas

To: The County of Santa Clara California – Airport Director, Airport Commissions and Office of the County Executive

I am pleased to report that Swift Fuels has begun delivery of UL94 Unleaded Aviation Gasoline (avgas) to FBO's at Reid Hillview Airport (KRHV).

On August 6th 2021, we also re-initiated delivery of UL94 unleaded avgas to San Carlos Airport in San Mateo county.

Swift Fuels has been selling unleaded avgas to serve piston aircraft nationwide since 2015.

- UL94 unleaded avgas is FAA-approved for over 66% of the US piston fleet - representing some 130,000 aircraft.
- UL94 unleaded is compliant with four ASTM International fuel specifications overseen by global avgas industry leaders.
- UL94 unleaded avgas is OEM-approved to operate on 74 Lycoming engines and 48 Continental engines among many others.
- UL94 unleaded avgas is FAA-approved to operate on more than 1,800 aircraft models (airframes) which are shown on our STC/AML lists.
- UL94 unleaded avgas is fully intermixable with any ratio of 100LL avgas – in all 130,000 aircraft FAA-approved to use UL94.

- UL94 unleaded avgas eliminates lead-fouled spark-plugs and acidic corrosion to piston engines caused by toxic lead entering aircraft oil systems.
- UL94 unleaded avgas extends oil change intervals by at least 2X and the absence of lead lengthens spark plug life and piston engine life.
- UL94 is the only unleaded avgas sold in the United States. Our 100-octane unleaded avgas will be commercially available in the months ahead.
- There is more information about UL94 Unleaded Avgas that can be accessed here:  
<https://www.swiftfuelsavgas.com/faq>

Preliminary data gathered by KRHV pilots suggests that between 75% to 100% of toxic lead emissions from piston aircraft at this location could be halted within weeks using UL94 unleaded avgas.

Swift Fuels plans to add airports/FBO's across the Northern California area in the days ahead including Santa Cruz (Watsonville) and other airports in the vicinity, as now being requested.

I wish to personally thank all the pilots, airport/FBO professionals, and community leaders who helped initiate this rapid transition to unleaded avgas. It is a model for our country!

I would be pleased to present more information to you or your leadership teams – to answer any questions you may have.

Respectfully,

Chris

Chris D'Acosta

CEO – Swift Fuels, LLC

August 16, 2021

**From**

Julie Esterly

**To**

SCSC Roundtable

**Message**

SERFR flight path reflections

To whom it may be who has power to change this,

My understanding is that this is the best way to interface with the FAA about these issues.

I want to communicate how heartbreaking it is that the FAA decided to leave the SERFR route where it is instead of returning it to the prior BSR route or creating a new way so that the sound no longer plagues we folks under the SERFR route. After choosing a place to live some 20+ years ago for the quietude, that all changed 6 years ago, with no notice to or input from us.

The number of flights, the noise level, and the use of air brakes seem to only be increasing. As someone with significant PTSD, not only do these war zone sounds inherently cause a stress response (there is plenty of research linking loud noise to stress), but there's an additional level of triggering of trauma due to my own history.

I have a husband who's been diagnosed with Alzheimer's. Moving people with Alzheimer's is difficult, and often irreparably sets them back. They just can't quite make the change. And yet I'm having to consider just such a move due to the ongoing noise level.

I want to ask the FAA to reconsider, in the short run (not the long term), and to return to the BSR Overlay or an even better solution for those of us who purchased our homes seeking the quiet and are being driven out by the noise.

Sincerely,

Julie Esterly

**August 18, 2021**

**From**

Andi Jordan

**To**

SCSC Roundtable

**Message**

Dear SCSC Roundtable Members & Alternates:  
cc: City Managers/County Executive of SCSC Roundtable jurisdictions

Good Afternoon. Please find the attached:

- Correspondence from the Cities Association regarding recent actions from the [August 12, 2021 Board of Directors Meeting](#).
- Bills and invoices of unanticipated costs.

[August 12, 2021 meeting information \(agenda, packet, video\) is available here.](#)

Thank you,  
~Andi

**Andi Jordan**  
she | hers

Executive Director  
Cities Association of Santa Clara County

**Attachment Name**

**2021-08-18 memo\_packet to SCSCRT**

**2021-08-18 scsc rt ltr on bills signed**

**Attachments provided under Agenda Item 4**

August 23, 2021

**From**

Greer Stone

**To**

SCSC Roundtable

**Message**

Palo Alto's Virtual Community Meeting on GBAS - August 26, 5:00-6:30 pm via Zoom (link attached)

SCSC RT Members,

The City of Palo Alto is hosting a virtual community meeting to be held August 26, 5:00-6:30p.m. PDT regarding SFO's Ground Based Augmentation System (GBAS).

Please see the link below for additional information and for the Zoom link. Feel free to share with your networks and interested parties.

Thank you,

Greer Stone  
Palo Alto City Council

<https://www.cityofpaloalto.org/Events-Directory/Public-Works/SFO-Ground-Based-Augmentation-System-GBAS-Update>

[SFO Ground Based  
Augmentation System \(GBAS\)  
Update – City of Palo Alto, CA](#)

The City of Palo Alto is hosting a Zoom community meeting on Aug 26, 5-6:30 p.m. at which San Francisco International Airport (SFO) will provide an update to the community on SFO's Ground Based Augmentation System (GBAS).

[www.cityofpaloalto.org](http://www.cityofpaloalto.org)

**August 31, 2021**

**From**

SCSC Roundtable

**To**

Tom Pyke

**Message**

Dear Congressman Khanna,

At the direction of the Santa Clara/Santa Cruz Counties Airport/Community Roundtable (SCSC Roundtable), the attached letter provides the Roundtable's recommendations to Congressional Representatives regarding the results of the FAA's Neighborhood Environmental Survey (NES). This letter is intended for review and response by congressional offices.

For SCSC Roundtable reference, please confirm receipt of the letter, and direct any questions you may have to [scscroundtable@gmail.com](mailto:scscroundtable@gmail.com), and the SCSC Roundtable Chairperson. Thank you.

Regards,

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SC | SC Roundtable

<https://scscroundtable.org>

**Attachment Name**

**20210831\_Final\_SCSC\_Roundtable\_NES Letter**



**SANTA CLARA/SANTA CRUZ COUNTIES  
AIRPORT/COMMUNITY ROUNDTABLE**

PO Box 3144  
Los Altos, CA 94024

August 31, 2021

Office of the Honorable Anna Eshoo  
698 Emerson Street  
Palo Alto, California 94301

Office of the Honorable Ro Khanna  
3150 De La Cruz Blvd  
Suite 240  
Santa Clara, CA 95054

Office of the Honorable Jimmy Panetta  
100 W. Alisal Street  
Salinas, CA 93901

Subject: SCSC Roundtable Recommendations Regarding the FAA's Neighborhood Environmental Survey Results

Dear Ms. Eshoo, Mr. Khanna, and Mr. Panetta,

**The SCSC Roundtable is submitting the following input regarding the FAA's Neighborhood Environmental Survey (NES) for review and response by congressional offices:**

The NES found that people are now more highly annoyed by aircraft noise at lower noise levels than those identified in previous studies using dose-response annoyance curves. This is not a surprise to the SCSC Roundtable members and our constituents, who have long held that the DNL 65 dB threshold and reliance on the DNL metric does not adequately capture the full impact of aircraft noise, especially at locations several miles from an airport. For example, based on the FAA's significance criteria, the NorCal Metroplex Environmental Assessment (EA) concluded there would be no new noise impacts from implementing the NorCal Metroplex flight procedures. However, since implementation of the NorCal Metroplex procedures in 2015, thousands of aircraft noise complaints have been filed, investigations have been conducted, committees have been formed, and the SCSC Roundtable has been created to address the increased, adverse noise impacts. The NES validates these impacts, and it is now time for Congress to act.

The SCSC Roundtable makes the following recommendations:

**1. Replace Reliance on the DNL Metric**

The SCSC Roundtable recommends Congress direct the FAA to task the National Academies of Sciences, Engineering, and Medicine with providing an expert consensus report on developing an updated system of metrics to replace reliance on the Day-Night Average Sound Level (DNL) metric alone for assessing aviation noise impacts.

**2. Adopt and Use Alternative Metrics and Thresholds**

The use of a single metric (DNL) and threshold (65 dB) to assess "Significant Impacts" is inadequate and does not meet the Congressionally mandated requirement for a metric that provides "a highly reliable relationship between projected noise exposure and the surveyed reactions of people to noise" (1979 Aviation Safety and Noise Abatement Act (ASNA)).



To more correctly assess and then mitigate the impact of aircraft noise for people on the ground while developing a new national framework that is consistent with the results of the NES and the requirements of ASNA, the FAA should adopt and use alternative metrics and thresholds.

Intermittent noise is profoundly different from ambient noise. The Roundtable further recommends that the FAA be required to identify noise sensitive areas where low noise levels (daytime and nighttime) below DNL 50 are an aspect of the setting, and then conduct additional analyses using alternate noise metrics (e.g., Time Above [TA], Number Above [NA]) to assess any noise increases and identify mitigation and abatement measures to remedy impacts when they exceed significance thresholds as defined by an updated system of metrics.

### **3. Fully Fund the Recommendations**

The SCSC Roundtable recommends that Congress provide adequate funding on an ongoing basis to accomplish Recommendations 1, *Reduce the Threshold Noise Levels*, and 2, *Adopt and Use Alternative Metrics and Thresholds*.

### **4. Develop a Timeline**

The SCSC Roundtable recommends that the FAA should quickly develop a timeline for implementing the above recommendations regarding changing the DNL impact threshold, determining how to mitigate noise effects in areas exposed to DNL 50-65, implementing a policy to use alternative metrics to better evaluate noise, and developing a new framework to comply with ASNA.

Finally, we hope the FAA is cognizant of its critical role in communicating with the public and other stakeholders. As the FAA implements changes in response to the NES study and other developing information – whether on its own initiative or in conformance with Congressional direction – we urge that the FAA provide basic study data and accessible and understandable interpretations of its research findings and subsequent policies. The SCSC Roundtable members look forward to continuing to help our local governments in communicating with the public about aircraft noise issues. We want to thank you for considering the SCSC Roundtable’s recommendations and for continuing to support our efforts to reduce aircraft noise for our constituents.

On behalf of the SCSC Roundtable, thank you for your attention to these requests. We look forward to your response in the near future.

Sincerely,



Mary-Lynne Bernald  
Chairperson, SCSC Roundtable

**September 3, 2021**

**From**

Tom Pyke

**To**

SCSC Roundtable

**Message**

Hi Mary-Lynn:

I have conveyed the message below to our three city reps and (separately) to SCC rep Steve Preminger.

Absent any unforeseen issues, I plan to convey the letter to Rep. Khanna and our DC staff next Tuesday.

Thank you and Kirsten (cced here) for getting the clarifying information on behalf of the Roundtable.

Best, Tom

PS: Please note that this is the correct email address for Susie, Rep. Panetta's new District Director.

**Tom Pyke**

**District Director**

**Congressman Ro Khanna (CA-17)**

**August 3, 2021**

**From**

Karen Chapman

**To**

Mary-Lynne Bernald

**Message**

Drone Safety Awareness Week

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Hello Chairwoman!

Please see below for the SCSCRT's awareness.

Best,  
Karen  
Rep. Eshoo

Good morning,

This email is sent to staff members of the Arizona, California, Hawaii, and Nevada Congressional delegates on behalf of Raquel Girvin, Regional Administrator, Federal Aviation Administration (FAA), Western-Pacific Region.

In the spirit of continued communication and to keep you informed about aviation matters within the region, we wanted to make sure you were aware of the upcoming Drone Safety Awareness Week. We are also seeking your assistance in promoting the FAA's National Drone Safety Awareness Week. This is the third year for this annual event, which will be 100% virtual again this year and occurs September 13-19, 2021. Please pass this along or share it with any of your constituents who might be interested in or could benefit from drone safety education and information.

Please visit the event's website for more information about how you or your constituents can participate:

[https://www.faa.gov/uas/resources/events\\_calendar/drone\\_safety\\_awareness/](https://www.faa.gov/uas/resources/events_calendar/drone_safety_awareness/)

The site provides a calendar for the week showing each day's currently planned events, information on registering your event, and graphics/logos available for your use. Please give consideration to hosting or participating in a drone safety awareness event during this week!