

CEAC Board of Directors

August 23, 2024 | 12:30 p.m. – 2:00 p.m.



CEAC Board of Directors
19th CEAC Policy Conference
Capitol Event Center
1020 11th Street, 2nd Floor, Sacramento
Friday, August 23, 2024 | 12:30 p.m. – 2:00 p.m.

12:30 p.m. Call to Order (Kokkas)

1. **Approval of Minutes** (Hoevertsz) April 17, 2024 - **Attachment One - Action Item**
2. **Correspondence** (Kokkas)
3. **CLODS Report** (CLODS)
4. **NACE Report** (Dashiell)
5. **CSAC Report** (CSAC Staff)
6. **Regional Directors Reports**
 - a) Bay Area
 - b) Central Coast
 - c) Northern California
 - d) Sacramento Mother Lode
 - e) San Joaquin Valley
 - f) Southern California
7. **Treasurer's Report** (Johnson) - **Attachment Two - Action Item**
 - a) CEAC member dues increase of 20% effective January 1, 2025
8. **Committee Reports:**
 - a) Administrative
 - b) Flood Control and Water Resources
 - c) Infrastructure and Development
 - d) Resource Recovery and Waste Management
 - e) Surveyor
 - f) Transportation
 - g) Fellowship
 - h) Oversight
 - i) Scholarship

CEAC Board of Directors

August 23, 2024 | 12:30 p.m. – 2:00 p.m.

9. **Unfinished Business**

a) None

10. **New Business**

a) CSAC/CEAC contract (Neuburger/Wong-Hernandez) - ***Attachment Three - Action Item***

11. **Life Membership**

12. **Announcements**

Scheduled Conferences

- a) CSAC 130th Annual Meeting/Fall Conference, Pasadena, Los Angeles County, November 18-22, 2024
- b) 2025 CEAC Spring Conference (in conjunction with the League of California Cities' Public Works Officers Institute), Universal City, Los Angeles County, March 18-21, 2025
- c) 20th CEAC Policy Conference, Sacramento, dates TBD, 2025
- d) CSAC Annual Meeting/Fall Conference, San Jose Convention Center, Santa Clara County, December 1 - December 5, 2025

CEAC Board of Directors Meeting Schedule

- a) CSAC 130th Annual Meeting, Pasadena, November 22, 2024
- b) CEAC Spring Conference, Universal City, March 21, 2025

2:00 p.m.

Adjourn

CEAC Board of Directors

August 23, 2024 | 12:30 p.m. – 2:00 p.m.

Meeting Roster Voting Board Members: Officers & Regional Directors

Officer	Office	County/Organization
Panos Kokkas	President	Trinity
David Leamon	Vice President	Stanislaus
Johannes Hoevertsz	Secretary	Sonoma
Brian Balbas	Immediate Past President	Contra Costa (Retired)
George Johnson	Treasurer	Riverside (Retired)
Mehdi Madjd-Sadjadi	Treasurer-Emeritus	Marin (Retired)
Mike Penrose	Parliamentarian	Sacramento (Retired)
Patrick DeChellis	Newsletter Editor	Los Angeles (Retired)
Howard Dashiell	NACE Representative	Mendocino
Dave Gravenkamp	Historian	Siskiyou (Retired)

Regional-Directors	Region	County
Rosemarie Gaglione	Bay Area	Marin
Walter Rubalcava	Central Coast	Santa Barbara
Bob Bronkall	Northern California	Humboldt
Matt Randall	Sacramento Mother Lode	Placer
Nathan Bray	San Joaquin Valley	Merced
Nardy Khan	Southern California	Orange

Non-Voting Members: Committee Chairs and CSAC Staff

Committee Chairs	Committee	County
Josh Pack	Administrative	Butte
Pattie McNamee	Fellowship	Contra Costa (Retired)
Nardy Khan	Flood Control/Water Resources	Orange
Matt Randall	Infrastructure and Development	Placer
Panos Kokkas	Oversight	Trinity
Tom Koutroulis	Resource Recovery & Waste Mgmt.	Orange
Alicia Winokur	Scholarship	Mendocino
Ian Wilson	Surveyor	Alameda
Najee Zarif	Transportation	San Joaquin

CSAC/CEAC Staff	Title	Agency/County
Catherine Freeman	Senior Legislative Advocate	CSAC
Mark Neuburger	Legislative Advocate	CSAC
Ada Waelder	Legislative Advocate	CSAC
Kristina Gallagher	Legislative Analyst	CSAC
Amber Garcia Rossow	Legislative Analyst	CSAC
Merrin Gerety	CEAC Program Manager	CSAC/CEAC

LIST OF ATTACHMENTS

Attachment One..... Meeting Minutes, April 17, 2024

Attachment Two..... Treasurer’s Report

Attachment Three..... CSAC/CEAC contract

Attachment One
Meeting Minutes, April 17, 2024



CEAC Board of Directors
NACE 2024 Annual Conference
Renaissance Palm Springs Hotel
888 E Tahquitz Canyon Way
Palm Springs, CA 92262
Mojave Learning Center
Wednesday, April 17, 2024 | 12:45 p.m. – 1:00 p.m.

12:45 p.m. Call to Order (Kokkas)

1. **Approval of Minutes** (DeChellis-Leamon-Madjd Sadjadi abstained)
March 1, 2024 - **Attachment One - Action Item**
Correction to the year on item 5 - *CSAC Report (Gerety)*
CSAC staff will not be attending the NACE 2024 due to a conflict with the CSAC Legislative Conference. They will provide updates to CEAC.

2. * **Correspondence** (Kokkas)

3. * **CLODS Report** (CLODS)

4. * **NACE Report** (Dashliell)

Record attendance at the Palm Springs NACE Conference. NACE will be proposing dues increases, more information to come at the Fall Policy Conference.

5. * **CSAC Report** (CSAC Staff)

6. * **Regional Directors Reports**

- a) Bay Area
- b) Central Coast
- c) Northern California
- d) Sacramento Mother Lode
- e) San Joaquin Valley
- f) Southern California

7. **Treasurer's Report** (Johnson) - **Attachment Two - Action Item**

Proposed budget presented for approval. Three counties outstanding paying their dues: San Francisco, San Bernardino, and Shasta.

8. * **Committee Reports:**

- a) Administrative
- b) Flood Control and Water Resources
- c) Infrastructure and Development
- d) Resource Recovery and Waste Management
- e) Surveyor
- f) Transportation
- g) Fellowship
- h) Oversight

i) Scholarship

9. *** Unfinished Business**

a) None

10. *** New Business**

a) None

11. **Life Membership**

a) Scott DeLeon (Bronkall-DeChellis)

Scott de Leon has been the Lake County Engineer since 2012. He has been involved with CEAC and was our engineer of the year. He has participated in the CEAC Scholarship Committee as Chair and Vice Chair. He's also served on the Transportation Policy Committee as vice chair and CEAC Regional Director for three years as well as being the principal member for 12 years, giving him a score of 57 points.

12. *** Announcements**

Scheduled Conferences

- a) 39th Annual CEAC Northern California Bedroll Conference, Camp Tehama, Tehama County, July 24-26, 2024
- b) CEAC Policy Conference, Capitol Event Center, Sacramento, August 22-23, 2024 (19th Annual CEAC Policy Conference)
- c) CSAC Annual Meeting/Fall Conference, Pasadena, Los Angeles County, November 18-22, 2024 (CSAC 130th Annual Meeting)
- d) CSAC Annual Meeting/Fall Conference, San Jose Convention Center, Santa Clara County, December 1 - December 5, 2025

CEAC Board of Directors Meeting Schedule

- a) CEAC Policy Conference, Sacramento, August 23, 2024
- b) CSAC 130th Annual Meeting, Pasadena, November 22, 2024

Since there was not a CEAC Board Meeting on the Friday of the conference this information is added only for general awareness. \$947 was collected for scholarships at the Hospitality Suite. A new record even with the shorter hours.

1:00 p.m.

Adjourn (Johnson-DeChellis)

* Information Only

Meeting Roster
Voting Board Members: Officers & Regional Directors

Officer	Office	County/Organization
Panos Kokkas (P)	President Vice	Trinity
David Leamon (P)	President	Stanislaus
Johannes Hoevertsz (P)	Secretary	Sonoma
Brian Balbas (P)	Immediate Past President	Contra Costa (Retired)
George Johnson (P)	Treasurer	Riverside (Retired)
Mehdi Madjd-Sadjadi (P)	Treasurer-Emeritus	Marin (Retired)
Mike Penrose (P)	Parliamentarian	Sacramento (Retired)
Patrick DeChellis(P)	Newsletter Editor	Los Angeles (Retired)
Howard Dashiell(P)	NACE Representative	Mendocino
Dave Gravenkamp	Historian	Siskiyou (Retired)
Regional-Directors	Region	County
Rosemarie Gaglione	Bay Area	Marin
Walter Rubalcava(P)	Central Coast	Santa Barbara
Bob Bronkall(P)	Northern California	Humboldt Placer
Matt Randall(P)	Sacramento Mother Lode	Merced
Nathan Bray	San Joaquin Valley	Orange
Nardy Khan(P)	Southern California	

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Committee Chairs	Committee	County
Josh Pack(P)	Administrative	Butte
Pattie McNamee(P)	Fellowship	Contra Costa (Retired)
Nardy Khan(P)	Flood Control/Water Resources	Orange
Matt Randall(P)	Infrastructure and Development	Placer
Panos Kokkas(P)	Oversight	Trinity
Tom Koutroulis	Resource Recovery & Waste Mgmt.	Orange
Alicia Winokur(P)	Scholarship	Mendocino
Ian Wilson(P)	Surveyor	Alameda
Najee Zarif(P)	Transportation	San Joaquin

CSAC/CEAC Staff	Title	Agency/County
Catherine Freeman	Senior Legislative Advocate	CSAC
Mark Neuburger	Legislative Advocate	CSAC
Ada Waelder	Legislative Advocate	CSAC
Kristina Gallagher	Legislative Analyst	CSAC
Amber Garcia Rossow	Legislative Analyst	CSAC
Merrin Gerety	CEAC Program Manager	CSAC/CEAC

Attachment Two
Treasurer's Report

COUNTY ENGINEER'S ASSOCIATION OF CALIFORNIA

CEAC Treasurer's Report – August 23, 2024

CEAC has been working diligently to create an ongoing balanced budget in the face of rapidly increasing costs. Incorporated into the 2024 CEAC budget were revenue increases to offset those anticipated higher expenses as shown below:

- Increase member county and affiliate dues by 10% for the second of an expected three-year fee increase. After the three-year phase in, it was anticipated member dues would increase annually by the San Francisco Bay Area CPI, consistent with our CSAC contact.
- Increase sponsorship fees for our three CEAC conferences.
- Eliminate the free registration for each of the platinum sponsors to the Spring and Fall conferences.

The 2024 CEAC budget incorporated the referenced revenue increases.

As can be seen from the attached budget report, year-end revenues match the budget projections. One area of uncertainty is revenue from the recent NACE spring conference held in Palm Springs. NACE realized some level of profit from the conference, so CEAC should share in the profits. Currently, CEAC has not been informed of that amount by NACE. Any profit shared with CEAC will increase the CEAC cash reserves with one-time monies.

Speaking of NACE, it is anticipated NACE will increase member dues. CEAC has been advised the increase will raise dues to CEAC by approximately \$39,000 annually, taking the total from \$49,000 up to \$88,000, beginning in 2025.

Additionally, CSAC has approached CEAC about their need to increase the contract amount with CEAC. CSAC proposes to increase the contract amount by 10% in 2025 and then an ongoing 5% annually thereafter. For 2025, that would increase the contact amount by \$24,150, and take the current contract amount from \$241,500 up to \$265,650.

Taken together, the anticipated cost increases from NACE and CSAC will raise expenses by \$63,150 for 2025, with annual cost of living increases expected after 2025. Currently, CEAC collects a total of \$319,516 from all 58 counties. The \$63,150 increase will translate into a 20% increase to county member dues, unless other revenues can be developed to offset the member dues increases.

The CEAC Treasurer recommends the Board consider and discuss the anticipated cost increases to the 2025 CEAC budget and provide direction to the Treasurer to develop the 2025 budget for consideration and approval at the annual meeting to be held in Pasadena.

In 2024, 56 of 58 counties have paid their respective CEAC dues, with only San Francisco and Shasta counties outstanding. Outreach efforts continue to secure payment from all 58 counties.

COUNTY ENGINEERS ASSOCIATION OF CALIFORNIA
2024 Policy Conference Budget Report, August 23, 2024

<u>Account Balances at Year End of 2022</u>	<u>End of 2023</u>	<u>Budget</u>	<u>Current Actual</u>	<u>Year End Projected</u>
CEAC General Fund		\$210,871		
PWSS Sub Account		\$11,917		
Bedroll Sub Account		\$6,838		
LS&R Sub Account		\$232,888		
Total Account Balance 1/1/24		<u>\$462,514</u>		
2024 INCOME				
Membership Dues		\$308,000	\$305,825	\$305,825
Affiliate Dues		\$20,000	\$19,964	\$19,964
Spring Conf NACE 2024		\$22,000	\$22,500	\$22,500
Policy Conference		\$14,000	\$14,500	\$14,500
Annual Conference		\$20,000	\$22,500	\$22,500
Bedroll Income		\$0		\$2,500
PWSS Income		\$0		
Misc. Income (job posting, etc.)		<u>\$10,000</u>	<u>\$10,320</u>	<u>\$13,000</u>
CEAC General Fund Income		\$394,000	\$395,609	\$400,789
LS&R Contributions		<u>\$60,000</u>	<u>\$61,546</u>	<u>\$61,546</u>
Total Estimated Funds Available		<u>\$916,514</u>		
2024 EXPENDITURES				
NACE Dues		\$49,000	\$48,400	\$48,400
CSAC Contact Includes 4 Q 23		\$241,500	\$175,513	\$299,008
Spring Conference (24k NACE, 14k 2025, 6k 2023)		\$35,000	\$44,749	\$44,749
Policy Conference (1.9k for 2023)		\$5,000	\$1,962	\$7,000
Annual Conference (21.7k for 2023)		\$20,000	\$21,760	\$45,000
PWSS Expenses		\$0	\$0	\$0
Bedroll Expenses		\$0		\$2,200
CEAC PWSS Reception Sponsorship		\$2,000	\$0	\$0
CEAC/CLOUDS Meeting Expenses		\$6,000	\$1,373	\$6,000
Newsletter Editor Expenses		\$500		\$500
Scholarships		\$6,000		\$6,000
Awards & Gifts		\$1,500		\$1,500
Office Supplies		\$500		\$500
Tax Fees & Accounting		\$800	\$425	\$425
Officers Travel & Expenses		\$15,000		\$10,000
Misc. (Insurance, website)		<u>\$10,000</u>	<u>\$4,710</u>	<u>\$10,000</u>
CEAC General Fund Expenses		\$392,800	\$298,892	\$481,282
LS&R Expenses		<u>\$0</u>	<u>\$22,389</u>	<u>\$22,389</u>
Total Proposed Expenses		\$392,800	\$321,281	\$503,671
ESTIMATED YEAR END ACCOUNT BALANCES				
CEAC General Fund		\$212,071	\$307,588	\$130,378
PWSS Sub Account		\$11,917	\$11,917	\$11,917
Bedroll Sub Account		\$6,838	\$6,838	\$6,838
LS&R Sub Account		<u>\$292,888</u>	<u>\$272,045</u>	<u>\$272,054</u>
TOTAL YEAR END ACCOUNT BALANCE		<u>\$523,714</u>	<u>\$598,388</u>	<u>\$421,187</u>

Attachment Three
CSAC/CEAC contract

AGREEMENT BETWEEN THE CALIFORNIA STATE ASSOCIATION OF COUNTIES AND THE
COUNTY ENGINEERS ASSOCIATION OF CALIFORNIA

THIS AGREEMENT is entered into this ___ day of _____, 24, by and between the California State Association of Counties (CSAC) and the County Engineers Association of California (CEAC).

RECITALS

- A. CEAC is an organization comprised of county engineers, public works directors, county road commissioners, and professional personnel throughout California's 58 counties.
- B. CEAC's purpose is to advance county engineering and management by providing a forum for the exchange of ideas and information aimed at improving service to the public, and it holds as a primary objective the advancement of engineering methods and ethical practice through networking efforts of all 58 counties in the state. Through discussion, interchange, and dissemination of engineering and administrative data/ideas, the organization shall strive to affect maximum efficiency and modernization in engineering and administrative units of local government.
- C. CEAC is an affiliate association of CSAC, as that term is defined in the CSAC Policies and Procedures Manual.
- D. Through a longstanding prior Agreement, CSAC and CEAC have collaborated and shared staff, office space, and other resources to the benefit of CEAC members and counties generally.
- E. CSAC and CEAC desire to update the prior Agreement to reflect cost allocations and specify the services to be provided by and for each respective organization.

NOW, THEREFORE, the parties agree as follows:

- 1. Prior Agreements. This Agreement supersedes all prior Agreements between CSAC and CEAC, including the Agreement dated _____.
- 2. Term and Termination of Agreement. The term of this Agreement is for the period commencing on _____, 2024 and ending upon 30 days written notice given by either party; provided, however, that termination of this Agreement for non-payment shall be carried out as provided in Section ____.
- 3. Employees. CSAC shall employ a qualified individual who shall be assigned to work under CEAC's direction to serve as CEAC's Executive Director (CEAC ED) and administer CEAC's business, including the staff work required to organize and execute three conferences per year for CEAC members.

4. Employment Relationship.

4.1. The CEAC ED shall be a CSAC employee and, except as expressly provided in a written employment agreement, shall be subject to all standard CSAC employment practices, procedures, and practices.

4.2. Nothing in this Agreement is intended to imply a contractual relationship between the CEAC ED and CSAC, nor shall the CEAC ED be considered a third-party beneficiary of this Agreement.

4.3. Notwithstanding this Agreement regarding employment, the CEAC Board of Directors is solely responsible for and has authority over all CEAC policies and programs and all finances generated by CEAC.

5. CEAC ED Salary, Benefits, Vacation, and Sick Leave

5.1. As a CSAC employee, CSAC shall be solely responsible for setting the salary for the CEAC ED, including any subsequent increases or decreases thereto.

5.2. As a CSAC employee, the CEAC ED shall participate in all standard CSAC employment welfare and fringe benefit plans and programs for which he or she is eligible as they currently exists and as they may be modified or changed from time to time, including but not limited to retirement, health, or other medical and life insurance.

5.3. As a CSAC employee, the CEAC ED, to the extent of eligibility based on his or her employment agreement, shall accrue vacation and sick leave in accordance with CSAC policy.

6. Scope of Services to be Provided by CSAC.

For the amount specified in Section 8 of this Agreement, CSAC shall provide CEAC with the following:

6.1. The salary, retirement, group insurance, payroll tax, and any other related salary and benefit expenses, and parking for the CEAC ED.

6.2. The ability for the CEAC ED to have access to office space within the CSAC building as needed, and to access to CSAC conference rooms, availability permitting.

6.3. All CEAC communications expenses, a telephone and dedicated telephone number, voicemail account, and a cellular phone for the CEAC ED.

6.4. Office supplies and postage required for regular CEAC activities.

6.5. Computer equipment and related technology and software, including membership database and conference management system software; internet access and email through CSAC's system; and information technology support.

6.6. Access to additional CSAC staff support for meeting planning, availability permitting.

7. Finances, Accounting and Contracting.

7.1. CSAC shall administer the finances of CEAC, including collecting CEAC dues and conference registration fees, maintaining CEAC accounts, and paying expenses as directed by CEAC Board of Directors, Executive Director, or their designee.

7.2. By June 1 of each year, CEAC shall provide CSAC with a copy of the budget for the next fiscal year.

7.3. CSAC shall not be responsible for any CEAC expenses above the financial resources in the CEAC account.

7.4. CSAC hereby delegates to the CEAC ED the authority to enter into contracts and incur expenses related to CEAC activities, provided that such contracted amounts and expenses are within the adopted annual budget of CEAC, as may be modified by the CEAC Board of Directors. Such contracting authority may not exceed the financial resources in the CEAC account.

7.5. CSAC and CEAC agree that CEAC may use CSAC's credit card processing system for CEAC online meeting registration, and CEAC shall pay to CSAC a service fee of 5% of the registration fees charged by credit card using the system.

8. Payment for Services.

8.1. For the services described in Section 6 of this Agreement, CEAC shall pay CSAC \$20,859 per month beginning on _____. CSAC shall provide a monthly invoice to CEAC, and all amounts are due and payable upon CEAC's receipt of the monthly statement. If CSAC does not receive payment within fifteen (15) days of the billing statement, CSAC shall charge a 10% late charge for each thirty (30) days or portion thereof that payment is delayed beyond the fifteen (15) day period, and such nonpayment shall be cause for termination of this Agreement as provided in Section 10 below. Any failure or refusal by CSAC to charge or collect such late penalty or to terminate the Agreement shall not be considered a waiver of CSAC's rights to collect such late penalty or to terminate this Agreement.

8.2. Beginning on _____ and for each year thereafter that this agreement remains in effect, the amount the CEAC shall pay to CSAC for the services provided in Section 6 of this Agreement shall be increased by 5%.

8.3. The parties agree that the amount provided in this Section 8 is only for the provision of services described in Section 6, and does not include any additional services including CEAC ED travel, in-house printing expenses, expenses related to CEAC conferences, insurance or any other professional services (including graphic design).

9. Additional Services.

CEAC is responsible for the costs of any services not specifically delineated in Section 6 of this Agreement, including costs associated with the Services described in Section 8.3. If CEAC elects to utilize CSAC staff and services (i.e., in-house printing or other similar services), CSAC will invoice CEAC for such costs and CEAC agrees to promptly pay the invoices. Any CEAC expenses that are included in Section 6 of this Agreement or invoiced to CEAC as described above are the sole responsibility of CEAC, including, but not limited to, CEAC ED travel, CEAC conference expenses, and CEAC liability insurance.

10. Termination of Agreement for Non-Payment.

10.1. This Agreement shall terminate as provided in Section 1 above. Additionally, CSAC may terminate this Agreement and/or may terminate payment to or on behalf of the CEAC ED as provided herein at such time as CEAC is thirty (30) days or more past due in making its monthly payment to CSAC as provided in Section 8 above.

10.2. Before terminating the Agreement under this Section, CSAC shall give CEAC written notice that the monthly payment is thirty (30) days past due, and will provide CEAC with thirty (30) additional days from the date of such written notice to cure the default. CSAC's waiver or nonenforcement of this provision as any time shall not be deemed a waiver of CSAC's rights to enforce this provision as CSAC deems appropriate.

10.3. A termination of this Agreement shall effect a termination of the CEAC ED's employment with CSAC, unless otherwise agreed in writing.

11. Indemnification.

11.1. In consideration of CSAC's promise to delegate to CEAC the sole responsibility for selecting, directing, and managing the CEAC ED, CEAC agrees to indemnify, defend, and hold harmless CSAC, its officers, directors, employees, and agents from and against all claims, liability, losses, damages, judgments, demands, or expenses arising from or in connection with this Agreement or with the employment of the CEAC ED, except such claims for unemployment or workers' compensation benefits, which will be handled in the manner provided in Section 10 of this Agreement, and except such claims that are shown to arise from CSAC's performance of its duties and obligation provided herein. CSAC's right under this indemnification provision shall remain enforceable after the termination of this

Agreement and for so long as CSAC may be subject to liability arising from or in connection with this Agreement.

11.2. CSAC agrees to indemnify, defend, and hold harmless CEAC, its officers, directors, employees, and agents from and against all claims, liability, losses, damages, judgments, demands, or expenses arising from or in connection with CSAC's performance of this Agreement. CEAC's rights under this indemnification provision shall remain enforceable after the termination of this Agreement and for so long as CEAC may be subject to liability arising from or in connection with this Agreement.

12. Enforceability. The Agreement shall be governed by and construed according to the laws of the State of California. Any legal action to enforce this Agreement shall be brought in Sacramento County, California.
13. Severability. If a court of competent jurisdiction holds any term, provision, covenant or condition of this Agreement to be invalid, void, or otherwise unenforceable, to any extent, the remainder of this Agreement shall not be affected thereby, and each term, provision, covenant or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
14. Entire Agreement. This Agreement contains the entire agreement and understanding between the parties with reference to services to be provided pursuant to this Agreement and supersedes any prior or contemporaneous written or oral agreements between the parties.
15. Amendment. This Agreement may be amended only by a writing duly signed by the President of CEAC and the Chief Executive Officer of CSAC.

The parties have executed this Agreement on the date first above written.

CALIFORNIA STATE ASSOCIATION
OF COUNTIES

COUNTY ENGINEERS ASSOCIATION OF
CALIFORNIA

Graham Knaus, Executive Director

NAME, CEAC President