



REGULAR MEETING Board of Directors

Los Altos Community Center
Sequoia Room
97 Hillview Avenue
Los Altos, CA 94022

**SEPTEMBER 12, 2024
7:00 PM**

Meeting Information:

- *Board meetings are open to the public at the location shown above.*
- *Members of the public may use the information below to join the webinar:*
 - **Webinar ID: 835 1075 6481**
 - **Passcode: 519682**
- *Meeting also livestreamed on YouTube: <https://www.youtube.com/@citiesassoc>*
- *More information on public comment and accessibility is given at the end of the agenda.*

Hon. Marilyn Librers will be in attendance via teleconference from 2228 Brega Court, Morgan Hill, CA 95037. This teleconference location is open to the public and any member of the public may address the Board of Directors members from the teleconference location.

WELCOME & CALL TO ORDER – (Fligor)

ROLL CALL (Sirkay)

ORAL COMMUNICATIONS FROM THE PUBLIC ON NONAGENDIZED ITEMS

This portion of the meeting is reserved for persons wishing to address the Board on any matter not on the agenda. State law prohibits the Board from discussing and/or acting on nonagendized items.

AGENDA

1. Consent Agenda (5 min) (Fligor)

- a. Approve Minutes from Board of Directors Meeting on August 8, 2024
- b. Disband Bay Area Housing Finance Authority (BAHFA) Subcommittee

2. President Update (5 min) (Fligor)

3. 911 Paramedic and Emergency Ambulance Services (Rural/Metro Ambulance) Update (35 min)

(Fligor)

- a. Guest Speaker: James Williams, Santa Clara County Executive

4. Mental Health Update, Discussion and Possible Action (10 min) (Fligor)

- a. County 988 Service
 - i. Guest Speaker: Jay Donoghue, Santa Clara County Behavioral Health Prevention Services Division
- b. Resolution 2024-004: Recognizing September as National Suicide Prevention Month

5. San Francisco Bay Conservation and Development Commission (BCDC) Regional Shoreline Adoption Plan: Discussion and Possible Action (10 min) (Fligor)

- a. Guest Speakers, including: Larry Goldzband, Executive Director, BCDC; Jessica Fain, Director of Planning, BCDC; Pat Showalter, CA State Senate Appointee to BCDC

6. Proposition 5 / Bay Area Housing Finance Authority (BAHFA) Bond Update (10 min) (Fligor and Abe-Koga)

7. Professional Services Agreement for Executive Director: Discussion and Possible Action (5 min) (Fligor)

- a. Consider and Approve an Agreement for Professional Services with Executive Director Vaishali Sirkay to cover services provided from July 1, 2024 through June 30, 2025, authorize the President to execute this agreement on behalf of the JPA, and authorize a budget amendment for the current fiscal year (as needed).

- 8. Nominating Committee for 2025 Executive Committee: Discussion and Possible Action (5 min)
(Fligor)**
- 9. Cities Association Annual Holiday Party: Discussion and Possible Action (5 min) (Fligor)**
- 10. Legislative Action Committee Update (10 min) (Walia)**
- 11. Santa Clara County City Managers Association Update (5 min) (Engeland)**
- 12. Executive Director Update (5 min) (Sirkay)**
- 13. Joys and Challenges (5 min) (All)**

ADJOURN (Fligor)

PUBLIC COMMENT

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

1. Email comments to shali@citiesassociation.org
 - IMPORTANT: identify the Agenda Item number in the subject line of your email.
 - Emails must be received at least 72 hours before meeting start day/time to be entered into the record for the meeting.
2. Provide oral public comments in-person during the meeting
3. Provide oral public comments virtually during the meeting
 - When the Chair announces the item on which you wish to speak, click the “raise hand” feature in Zoom. Speakers will be notified shortly before they are called to speak.
 - When called to speak, please limit your comments to the time allotted (up to 3 minutes, at the discretion of the Chair).
 - Phone participants:
 - *6 - Toggle mute/unmute
 - *9 - Raise hand

ACCESSIBILITY

We strive for our meetings and materials to be accessible to all members of the public, and welcome feedback and requests for accommodations. Please submit requests for accommodations to shali@citiesassociation.org at least 72 hours in advance of the meeting to allow us to best meet your request.



REGULAR MEETING BOARD OF DIRECTORS

Morgan Hill City Council Building
Council Chambers
17555 Peak Ave
Morgan Hill, CA 95037

AUGUST 8, 2024
7:00 PM

AGENDA IN BLACK/**MINUTES IN RED**

Meeting Information:

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Hon. Anne Bybee will attend via teleconference from Campbell City Hall, 70 N. First Street, Campbell. This teleconference location is open to the public and any member of the public may address the Board of Directors members from the teleconference location.

The following members will attend via teleconference from City Council Conference Room, 18th Floor, Room #1854, 200 E. Santa Clara Street, San Jose, CA 95113. This teleconference location is open to the public and any member of the public may address the Board of Directors members from the teleconference location.

- San Jose Vice Mayor Rosemary Kamei
- Cupertino Vice Mayor J.R. Fruen
- Santa Clara Councilmember Kathy Watanabe

WELCOME & CALL TO ORDER – (Fligor)

Meeting called to order at 7:11 PM

ROLL CALL (Sirkay)

Board Members Present (13):

Campbell	Anne Bybee
Cupertino	J.R. Fruen
Los Altos	Neysa Fligor
Los Altos Hills	Stanley Mok
Los Gatos	Matthew Hudes
Milpitas	Carmen Montano
Monte Sereno	Javed Ellahie
Morgan Hill	Mark Turner
Mountain View	Margaret Abe-Koga
San Jose	Rosemary Kamei
Santa Clara	Kathy Watanabe
Saratoga	Tina Walia
Sunnyvale	Larry Klein

Board Members Absent: (1)

Palo Alto	Greer Stone
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Staff Present (1):

Shali Sirkay	Executive Director
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Members of the Public Present (13):

Sen. Jim Beall	Director, District 4, Santa Clara Valley Water District
Roseryn Bhudsabourg	Gov't Relations, Santa Clara Valley Water District
Anthony Carneseca	Asst. to the City Manager, Los Altos
Huascar Castro	Silicon Valley Rising Action
Samantha Dolgoff	Community Planning Collaborative
David Driskell	Community Planning Collaborative
Rob Eastwood	Community Dev't Director, Campbell
Yvonne Martinez-Beltran	Councilmember, Morgan Hill City Council
Steve Preminger	Director, Community & Civic Engagement for SCC
Jannie Quinn	CASCC Co-Legal Counsel, Renne Public Law Group
Maria Ristow	Councilmember, Los Gatos Town Council
Ned Thomas	City Manager, Milpitas
Regina Williams	Executive Director, SV@Home

ORAL COMMUNICATIONS FROM THE PUBLIC ON NONAGENDIZED ITEMS

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AGENDA

1. Consent Agenda (Fligor)

- a. Approve Minutes from Board of Directors Special Meeting on June 13, 2024

Motion to approve the consent agenda as presented by Walia

Second by Montano

AYES: 13

NAYS: 0

ABSTENTIONS: 0

ABSENT: 1

Motion passes 13-0-0-1

2. President Update (Fligor)

3. Model Water Efficient New Development Ordinance (MWENDO)

- a. Jim Beall, Director for District 4, Santa Clara Valley Water District

4. Regional Early Action Planning Grant 2024 (REAP 2.0) and Planning Collaborative Update

- a. David Driskell, Community Planning Collaborative
- b. Rob Eastwood, Planning Collaborative Lead and Campbell City Staff

5. Bay Area Housing Financing Authority (BAHFA) Regional Bond

- a. Discuss and provide input on the development of the BAHFA Local Expenditure Plan
- b. Approve forming a Cities Association BAHFA Subcommittee

Motion to appoint Neysa Fligor, Larry Klein, J.R. Fruen, Stanley Mok, Javed Ellahie and Matthew Hudes to the Cities Association of Santa Clara County (CASCC) Subcommittee on the Bay Area Housing Financing Authority (BAHFA) Regional Bond and request that this Subcommittee keep the CASCC board of directors updated and informed by Walia

Second by Klein

AYES: 13

NAYS: 0

ABSTENTIONS: 0

ABSENT: 1

Motion passes 13-0-0-1

6. Legislative Action Committee Update, Discussion and Possible Action (Walia)

Motion to support the Cities Association of Santa Clara County Legislative Action Committee recommendation to support AB 2513 (Pellerin) and SB 1130 (Bradford) by Hudes

Second by Ellahie

AYES: 13

NAYS: 0

ABSTENTIONS: 0

ABSENT: 1

Motion passes 13-0-0-1

7. Santa Clara County City Managers Association Update (Engeland)

8. Executive Director Update (Sirkay)

9. Joys and Challenges (All)

ADJOURN (Fligor)

Meeting adjourned at 9:31 PM

Respectfully submitted on September 12, 2024,



Vaishali Sirkay

Executive Director

Cities Association of Santa Clara County

PUBLIC COMMENT

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RESOLUTION NO. 2024-004

Resolution of The Cities Association of Santa Clara County Recognizing September as National Suicide Prevention Month

Whereas, the Cities Association of Santa Clara County (CASCC) Board of Directors voted on January 18, 2024 to include mental health as one of its priority focus areas for 2024; and

Whereas, CASCC launched its Mental Health Awareness Initiative in June 2024; and

Whereas, suicide is the tenth leading cause of death overall in the United States, the second leading cause of death for ages 25-34 and the third leading cause of death for ages 15-24; and

Whereas, according to the Centers for Disease Control and Prevention (CDC), there are an estimated 1,300,000 suicide attempts each year resulting in nearly 45,000 deaths each year in the United States, meaning an average of 123 suicides each day or that one person dies by suicide every 11.7 minutes in the United States; and

Whereas, the suicide rate in Santa Clara County was 9.5 deaths by suicide per 100,000 residents; and

Whereas, the stigma associated with mental health conditions and suicidality works against suicide prevention by discouraging persons at risk for suicide from seeking life-saving help and further traumatizes survivors of suicide loss and people with lived experience of suicide; and

Whereas, according to the CDC, suicide results in an estimated \$70,000,000,000 each year in combined medical and work-loss costs in the United States

Whereas, September is an appropriate month to designate as “National Suicide Prevention Month” because September 10th is World Suicide Prevention Day, a day recognized internationally and supported by the World Health Organization:

Now Therefore, Be It Resolved that the Cities Association of Santa Clara County is committed to the following actions:

1. recognizing suicide as a serious and preventable national, state and local public health problem;
2. supporting the designation of September as “National Suicide Prevention Month”;
3. declaring suicide prevention as a priority;

4. acknowledging that no single prevention program or effort will be appropriate for all populations or communities because there is no single cause of suicide;
5. supporting strategies to increase access to high quality mental health, substance abuse, and suicide prevention services and substance-use disorder treatments.

Hon. Neysa Fligor, Board President

Shali Sirkay, Executive Director

PASSED and ADOPTED:

AYES:

NAYES:

ABSTENSIONS:

ABSENCES:



Agenda Item No: ____7____

Meeting Date: September 12, 2024

Agenda Report for Executive Director Services Agreement

To: BOARD OF DIRECTORS

Prepared by: Jannie L. Quinn, Co-General Counsel

SUBJECT: Agreement for Executive Director Services

RECOMMENDATIONS:

1. Approve the terms of an Agreement for Professional Services with Executive Director Vaishali Sirkay to cover services provided from July 1, 2024 through June 30, 2025.
2. Authorize a budget amendment.
3. Authorize the President to execute this agreement on behalf of the JPA.

BACKGROUND

In February of 2024, the Board approved an Agreement for Professional Services for Vaishali Sirkay to continue to provide Executive Director services to the Cities Association for the remainder of the 2023-2024 fiscal year, which ended on June 30, 2024, and changed the term of the agreement, so it corresponds with the fiscal year of the JPA (July 1 – June 30). As the term of the existing agreement ended on June 30, 2024, it is necessary to enter into a new agreement for Executive Director services to be rendered during the current fiscal year, effective July 1, 2024.

ANALYSIS

Ms. Sirkay has worked as an independent contractor for the Cities Association and provided services since June of 2022. Because Ms. Sirkay is an independent contractor, the compensation due under the agreement is based on a projected number of hours that Ms. Sirkay will work during the contract year. Under the existing agreement, her hourly compensation was set at \$100 and the average number of hours worked per week was between 20-30 hours. Last year was out of the ordinary because additional hours were spent on the formation of the JPA. The total amount budgeted for that agreement was an amount not to exceed \$120,000. Ms. Sirkay is only paid for the hours worked.

This new agreement contemplates up to 25 hours of services each week. This establishes a maximum number of hours of executive director services for the fiscal year. The actual hours will be monitored and refined now that the JPA has been formed and it will be helpful to have this fiscal year's figures to review with the next budget in 2025.

Without a compensation adjustment, the maximum compensation under this new agreement is One Hundred and Thirty Thousand Dollars (\$130,000.00) applying 25 hours per week at \$100 per hour. The Board could consider a compensation adjustment.

FISCAL IMPACT

Based on the maximum amount in the existing agreement, the Board approved a budget earlier this year using the same maximum amount of \$120,000 for fiscal year 2024 - 2025. However, even without a compensation adjustment, meaning she continues to be compensated at \$100 per hour, a budget amendment is necessary to change it to \$130,000 to reflect the estimated 25 hours per week. If the Board would like to make any additional adjustments, then that would be included in the budget amendment.

RECOMMENDATION

Approve an Agreement for Professional Services with Executive Director Vaishali Sirkay to cover services provided from July 1, 2024 through June 30, 2025 with the updated budgeted amount, and authorize the President to execute this agreement on behalf of the JPA. Board direction is requested whether to include a compensation adjustment, and if so, the amount of the adjustment.

ATTACHMENT 1: Draft Professional Services Agreement

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE CITIES ASSOCIATION OF SANTA
CLARA COUNTY JOINT POWERS AGENCY AND
VAISHALI SIRKAY**

This AGREEMENT is dated for identification July 1, 2024, by and between the CITIES ASSOCIATION OF SANTA CLARA COUNTY JOINT POWERS AGENCY, (“CASCC JPA”), and VAISHALI SIRKAY, an individual (“CONSULTANT”).

RECITALS

The following recitals are a substantive portion of this AGREEMENT:

1. The CASCC JPA is a joint powers agency governed by the Joint Exercise of Powers Act and comprised of cities in Santa Clara County, California. Its functions include dealing with issues of common interest to all cities, and monitoring legislation and lobbying; and
2. The CASCC JPA desires to retain a consultant to provide Executive Director services and CONSULTANT has the necessary professional expertise and skill to perform these services.; and

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

THE PARTIES HEREBY AGREE AS FOLLOWS:

SECTION 1. SCOPE OF SERVICES.

The CONSULTANT shall perform those services specified in detail in Exhibit A, entitled “SCOPE OF SERVICES,” which is attached hereto and incorporated herein. CONSULTANT shall report to and be supervised by the President of the CASCC JPA.

SECTION 2. TERM OF AGREEMENT.

The term of this AGREEMENT shall be from July 1, 2024, to June 30, 2025, subject to the provisions of Section 9 of this AGREEMENT.

SECTION 3. COMPENSATION.

The compensation to be paid to CONSULTANT, including both payment for professional services and reimbursable expenses, if any, shall not exceed (To be determined by the Board). The rate and schedule of payment is set out in EXHIBIT C, entitled “COMPENSATION.” which is attached hereto and incorporated herein. This Agreement shall automatically renew for an additional one (1) year period unless either party provides a thirty-day written notice of intent to

terminate to the other prior to the termination of this Agreement and if the Board of Directors approves the increase to the not to exceed amount in this Amendment to cover the additional year of compensation.

SECTION 4. METHOD OF PAYMENT.

Each month, CONSULTANT shall furnish to CASCC JPA a brief statement of the work performed for compensation during the preceding month, indicating the hours worked.

SECTION 5. INDEPENDENT CONTRACTOR.

The parties agree that the CONSULTANT, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and not an agent or employee of the CASCC JPA. To the extent that the AGREEMENT permits CONSULTANT to delegate duties, CONSULTANT shall be solely responsible for the performance of its employees, agents, or subcontractors under this AGREEMENT. As an independent contractor, the CONSULTANT shall obtain no rights or retirement benefits or any other benefits that may accrue to the CASCC JPA's employees. CONSULTANT hereby expressly waives any claim it may have to any such rights. It is anticipated that CONSULTANT will be providing consultant services to other entities during the term of this Agreement. Such other work is acceptable to CASCC JPA unless the other work creates a conflict of interest with the performance of their duties under this Agreement. Employee shall not use CASCC JPA materials, equipment, facilities, personnel, or other resources in conjunction with any other work not undertaken for the CASCC JPA.

SECTION 6. LIMITATIONS UPON SUBCONTRACTING AND ASSIGNMENT.

Neither this AGREEMENT nor any portion shall be assigned or subcontracted by CONSULTANT without the prior written consent of CASCC JPA. Any attempted assignment or subcontract not first approved by CASCC JPA shall be void and, at CASCC JPA's option, shall terminate this AGREEMENT effective as of the date of such attempted assignment.

SECTION 7. INDEMNIFICATION.

CONSULTANT agrees to protect, and hold harmless CASCC JPA and its elective or appointive boards, officers, agents, independent contractors and employees from any and all claims, liabilities, expenses, or damages of any nature, including attorneys' fees, for injury or death of any person, or damage to property, or interference with use of property, arising out of, or in any way connected with the performance of the AGREEMENT by CONSULTANT, CONSULTANT'S agents, officers, employees, subcontractors, or independent contractors hired by CONSULTANT to perform their duties. The only exception to CONSULTANT'S responsibility to protect, defend, and hold harmless CASCC JPA is due to the sole negligence of CASCC JPA or its employees or contractors. This hold harmless agreement shall apply to

all liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by CONSULTANT.

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

SECTION 8. NONDISCRIMINATION.

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

SECTION 9. TERMINATION.

- 9.1. The CASC JPA may terminate this AGREEMENT at any time without cause upon ten days written notice to CONSULTANT. CONSULTANT may terminate this AGREEMENT at any time without cause upon 30 days written notice to CASC JPA.
- 9.2. If CONSULTANT fails to perform any of its material obligations under this AGREEMENT, in addition to all other remedies provided by law, CASC JPA may terminate this AGREEMENT immediately upon written notice.
- 9.3. CASC JPA's President is empowered to terminate this AGREEMENT on behalf of CASC JPA.
- 9.4. In the event of termination, CONSULTANT shall deliver to CASC JPA copies of all reports, documents, and other work performed by CONSULTANT under this AGREEMENT, and upon receipt thereof, CASC JPA shall pay CONSULTANT for services performed and reimbursable expenses incurred to the date of termination.
- 9.5. In accordance with Article XVI, Section 18 of the California Constitution, if in any fiscal year after the execution of this AGREEMENT the CASC JPA fails to appropriate money for the purpose of funding this AGREEMENT, this AGREEMENT shall terminate, without penalty, effective upon the close of business on the last day of the fiscal year for which funding has been appropriated.

SECTION 10. GOVERNING LAW.

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

Court.

SECTION 11. COMPLIANCE WITH LAWS.

- 11.1. CONSULTANT shall comply *with* all applicable laws, ordinances, administrative regulations, and permitting requirements in conducting their obligations under this AGREEMENT.
- 11.2. Compliance with Wage and Hour Laws: Consultant, and any subcontractor it employs to complete work under this AGREEMENT, shall comply with all applicable [federal, state, and local wage and hour laws. Applicable laws may include, but are not limited to, the Federal Fair Labor Standards Act and the California Labor Code.
- 11.3. Final Judgments, Decisions, and Orders: For purposes of this Section, a “final judgment, decision, or order” refers to one for which all appeals have been exhausted or the time to appeal has expired. Relevant investigatory government agencies include: the federal Department of Labor, the California Division of Labor Standards Enforcement, or any other governmental entity or division tasked with the investigation and enforcement of wage and hour laws.
- 11.4. Prior Judgments against CONSULTANT: BY SIGNING THIS AGREEMENT, CONSULTANT AFFIRMS THAT IT HAS DISCLOSED ANY FINAL JUDGMENTS, DECISIONS OR ORDERS FROM A COURT OR INVESTIGATORY GOVERNMENT AGENCY FINDING IN THE FIVE (5) YEARS PRIOR TO EXECUTING THIS AGREEMENT THAT CONSULTANT OR ITS SUBCONTRACTOR(S) HAS VIOLATED ANY APPLICABLE WAGE AND HOUR LAWS. CONSULTANT FURTHER AFFIRMS THAT IT OR ITS SUBCONTRACTOR(S) HAS SATISFIED AND COMPLIED WITH OR HAS REACHED AGREEMENT WITH THE CITY REGARDING THE MANNER IN WHICH IT WILL SATISFY ANY SUCH JUDGMENTS, DECISIONS OR ORDERS.
- 11.5. Judgments or Decisions During Term of Contract: If at any time during the term of this AGREEMENT, a court or investigatory government agency issues a final judgment, decision or order finding that CONSULTANT or a subcontractor it employs to perform work under this AGREEMENT has violated any applicable wage and hour law, or CONSULTANT learns of such a judgment, decision, or order that was not previously disclosed, CONSULTANT shall inform the General Counsel, no more than fifteen (15) days after the judgment, decision or order becomes final or of teaming of the final judgment, decision or order. CONSULTANT and its subcontractors shall promptly satisfy and comply with any such judgment, decision, or order, and shall provide the General Counsel with documentary evidence of compliance with the final judgment, decision, or order within five (5) days of satisfying the final judgment, decision, or order. The CASC Board of Directors reserves the right to require CONSULTANT to

enter into an agreement with CASC JPA regarding the manner in which any such final judgment, decision, or order will be satisfied.

- 11.6. CASC JPA's Right to Withhold Payment: Where CONSULTANT or any subcontractor it employs to perform work under this AGREEMENT has been found in violation of any applicable wage and hour law by a final judgment, decision or order of a court or government agency, CASC JPA reserves the right to withhold payment to CONSULTANT under such judgment, decision or order has been satisfied in full.
- 11.7. Material Breach: Failure to comply with any part of this Section constitutes a material breach of this AGREEMENT. Such breach may serve as a basis for immediate termination of this AGREEMENT and/or any other remedies available under this AGREEMENT and/or law.
- 11.8. Notice to City Related to Wage Theft Prevention: Notice provided to the General Counsel as required under this Section shall be addressed to: Jannie L. Quinn or Andrew Shen, General Co-Counsel, Cities CASC JPA, Renne Public Law Group, 350 Sansome Street, Suite 300, San Francisco, CA 94104. The Notice provisions of this Section are separate from any other notice provisions in this AGREEMENT and, accordingly, only notice provided to the above address satisfies the notice requirements in this Section.

SECTION 12. CONFIDENTIAL INFORMATION.

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

SECTION 13. OWNERSHIP OF MATERIALS.

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

SECTION 14. WAIVER.

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

SECTION 15. THE CONSULTANT'S BOOKS AND RECORDS.

The CONSULTANT shall maintain all documents and records which demonstrate performance under this AGREEMENT for a period of three (3) years, from the date of termination or completion of this AGREEMENT. All records that are maintained by the CASCC JPA do not need to be maintained by CONSULTANT. Any records or documents required to be maintained pursuant to this AGREEMENT shall be made available to CASCC JPA for inspection or audit at no cost to the CASCC JPA, at any time during regular business hours, upon written request by the President, the CASCC JPA's Treasurer or the CASCC JPA's Auditor or a designated representative of any of these. Copies of documents shall be provided to the CASCC JPA for inspection at the CASCC JPA's address indicated for receipt of notices unless CASCC JPA designates an alternative location.

SECTION 16. CONFLICT OF INTEREST.

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

SECTION 17. NOTICES.

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

To the CASCC JPA:

Neysa Fligor
Councilmember, City of Los Altos
President of Cities CASCC JPA of
Santa Clara County
PO Box 314
(408) 766-9534
nfligor@losaltosca.gov

Copy to:

Jannie L. Quinn
General Co-Counsel
Renne Public Law Group
350 Sansome Street, Suite 300
San Francisco, CA 94104
415-848-7200
jquinn@publiclawgroup.com

To the CONSULTANT:

Vaishali Sirkay
Address: 644 Jay St, Los Altos, CA 94022
Phone: +I 408 455 4154

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

SECTION 18. INSURANCE.

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

SECTION 19. NON-LIABILITY OF OFFICIALS, CONTRACTORS, OR EMPLOYEES OF CASCC JPA

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

SECTION 20. TIME IS OF THE ESSENCE

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

SECTION 21. CASCC JPA TO EXECUTE.

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

SECTION 22. QUALIFICATIONS/STANDARD OF CARE.

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

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SECTION 23. PRIOR AGREEMENTS AND AMENDMENTS.

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

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

APPROVED AS TO FORM:

CITIES ASSOCIATION OF SANTA
CLARA COUNTY JOINT POWERS
AGENCY

“CASCC JPA”

By: _____
Jannie L. Quinn
General Co-Counsel
CASCC JPA

By: _____
Neysa Fligor, President

Date: _____

VAISHALI “SHALI” SIRKAY
“CONSULTANT”

By: _____
Vaishali “Shali” Sirkay

Date: _____

Exhibits:

Exhibit A Scope of Services

Exhibit B Compensation

Exhibit C Insurance Requirements

Consultant Agreement ED Services 2-8-24

EXHIBIT A

SCOPE OF SERVICES

EXECUTIVE DIRECTOR

The CONSULTANT shall provide to the CASC JPA the services necessary to:

SECTION 1. GENERAL.

- A. The performance of all services by the CONSULTANT shall be to the satisfaction of the CASC JPA.
- B. The CONSULTANT shall coordinate all services with the CASC JPA President, Executive Committee and Board of Directors, as necessary.

SECTION 2. BASIC SERVICES.

As directed by President, Executive Committee and Board of Directors, CONSULTANT shall provide professional services, including, but not limited to:

- 2.1 Attend monthly meetings of the Cities CASC JPA and prepare agendas and minutes for meetings.
- 2.2 Attend all Executive Committee meetings and prepare agendas and minutes for meetings.
- 2.3 Prepare all correspondence on behalf of the CASC JPA
- 2.4 Conduct legislative analysis and research as requested.
- 2.5 Prepare the annual budget and monthly financial reports and perform other administrative functions or duties as directed. Pay all bills in a timely manner. Send out bills to Members and Associate Members in a timely fashion.
- 2.6 Represent the CASC JPA at various political and legislative functions as required, such as Peninsula Division and other League of California meetings.
- 2.7 Perform such other duties as may be required for the good of the CASC JPA as directed by the President, Executive Committee or Board of Directors.
- 2.8 To the extent required, in conjunction with the President, plan and manage general membership meetings and events.
- 2.9 Provide additional technical services as requested by the President, Executive

Committee or Board of Directors.

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EXHIBIT B
COMPENSATION

All services shall be compensated on an hourly basis at the rate of _____ Dollars (\$_____.00) per hour. Reimbursable expenses shall be limited to those expense which are required for the CASCC JPA's ongoing operations.

The maximum amount of compensation to be paid to CONSULTANT under this AGREEMENT, including both payment for professional services and any expenses incurred shall not exceed (To be determined by the Board) Dollars (\$_____.00). Any hours worked for which payment would result in a total exceeding the maximum amount of compensation set forth herein shall be at no cost to CASCC JPA.

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EXHIBIT C

INSURANCE REQUIREMENTS

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

A. Automobile Policy

Automobile liability. CONSULTANT shall maintain insurance covering all owned, non- owned and hired automobiles against claims and liabilities for personal injury, death, or property damage, providing protection of at least \$300,000 combined single limit.

B. Comprehensive General Liability Policy

Section B shall not apply unless this Agreement is for is for a not to exceed sum of \$51,000 per year or more. Should the not to exceed amount of this Agreement exceed \$51,000 than CONSULTANT shall maintain commercial general liability as follows:

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

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

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C. Workers' Compensation and Employers' Liability Policy

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

If, however, the CONSULTANT does not have any employees and does not wish to cover himself/herself for WORKERS' COMPENSATION, the CONSULTANT must sign the following statement in order to execute the AGREEMENT.

I, as CONSULTANT, do not have, nor intend to have for the full term of this AGREEMENT, any employees. Furthermore, I do not wish to obtain or be covered under any WORKERS' COMPENSATION insurance coverage and, therefore, am signing this statement in lieu of providing the above required Workers' Compensation and Employers' Liability Policy.

Signature:

Vaishali Sirkay