REGULAR MEETING
BOARD OF DIRECTORS

CITIES ASSOCIATION
OF SANTA CLARA COUNTY

North Bay Conference Room (Room 145)
Sunnyvale City Hall
456 W. Olive Avenue
Sunnyvale, CA 94086

APRIL 10, 2025
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.*

Mayor Matthew Hudes will attend via teleconference from 600 Marina Drive, Seal Beach, CA 90740. 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 – (KLEIN)

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 but within the Board's jurisdiction. State law prohibits the Board from discussing and/or acting on nonagendized items.

AGENDA

1. Consent Agenda (KLEIN)
    a. Approve Minutes from Board of Directors Meeting on March 13, 2025
2. President Update (KLEIN)
3. Santa Clara County Safe Messaging and Reporting Guidelines on Suicide Workshop: Discussion (KLEIN)
    a. Guest Speaker: Mego Lien, Prevention Services Division Director, Santa Clara County Behavioral Health Services
4. Professional Services Agreement for Executive Director: Discussion and Possible Action (KLEIN)
    a. Consider and Approve an Agreement for Professional Services with Executive Director Vaishali Sirkay for services to be provided from July 1, 2025 through June 30, 2026 and authorize the Board President to execute this agreement on behalf of the JPA
5. Adoption of 2025-2026 Budget: Discussion and Possible Action (SIRKAY)
    a. 2025-2026 Budget Presentation and Adoption
6. Reports from Regional Appointed Representatives
    a. Mark Turner, Local Agency Formation Commission of Santa Clara
7. Legislative Action Committee Update (FRUEN)
8. Santa Clara County Update (PREMINGER)
9. Santa Clara County City Managers Association Update (KIRBY)
10. Executive Director Update (SIRKAY)
11. Joys and Challenges (ALL)

ADJOURN (KLEIN)

PUBLIC PARTICIPATION OPTIONS

Online Participation:

Members of the public may also attend online. However, the Cities Association of Santa Clara County cannot guarantee uninterrupted access to online technology. Technical difficulties may occur from time to time. The meeting will continue even if technical difficulties prevent online participation.

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 President/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

CITIES ASSOCIATION OF SANTA CLARA COUNTY

North Bay Conference Room (Room 145)
Sunnyvale City Hall
456 W. Olive Avenue
Sunnyvale, CA 94086

MARCH 13, 2025
7:00 PM

AGENDA IN BLACK/MINUTES IN RED

Meeting Information:

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DRAFT

WELCOME & CALL TO ORDER – (KLEIN)

Meeting called to order at 7:14 PM

ROLL CALL (SIRKAY)

Board Members Present (12):

Cupertino	Kitty Moore
Los Altos	Neysa Fligor
Los Altos Hills	Kavita Tankha
Los Gatos	Matthew Hudes
Milpitas	Carmen Montano
Monte Sereno	Javed Ellahie
Morgan Hill	Mark Turner
Palo Alto	Ed Lauing
San Jose	Rosemary Kamei
Santa Clara	Kelly Cox
Saratoga	Tina Walia
Sunnyvale	Larry Klein

*Alternate

Board Members Absent: (3)

Campbell	Anne Bybee
Gilroy	Greg Bozzo
Mountain View	Ellen Kamei

Staff Present (1):

Shali Sirkay	Executive Director

Members of the Public Present (11):

Anne Bybee	Councilmember, Campbell
Charlsie Chang	Councilmember, Sunnyvale
J.R. Fruen	Councilmember, Cupertino
Consuelo Hernandez	Santa Clara County Deputy County Executive
Chappie Jones	Director, Lighthouse Public Affairs
Tim Kirby	City Manager, Sunnyvale
Ricky Le	City Manager's Office, Sunnyvale
Steve Preminger	Director, Community & Civic Engagement for SCC
Jannie Quinn	CASCC Co-Legal Counsel, Renne Public Law Group
Linda Sell	Councilmember, Sunnyvale
Ruth Shikada	VP, Government and External Affairs, Bay Area Host Committee

DRAFT

ORAL COMMUNICATIONS FROM THE PUBLIC ON NONAGENDIZED ITEMS

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AGENDA

Motion to *allow Mayor Ed Lauing to attend the Cities Association March 13, 2025 Board of Directors meeting remotely pursuant to AB 2449* by Walia
Second by Montano
AYES: 12
NAYES:0
ABSTENTIONS: 0
ABSENT: 3

Motion passes 12-0-0-3

1. Consent Agenda (KLEIN)
    a. Approve Minutes from Board of Directors Meeting held on February 13, 2025

Motion to *approve the consent agenda as presented* by Walia

Second by R. Kamei

AYES: 11
NAYES:0
ABSTENTIONS: 1 (Cox)
ABSENT: 3

Motion passes 1-0-1-3

2. President Update (KLEIN)
3. Bay Area Host Committee: Discussion and Possible Action (KLEIN)
    a. Guest Speakers: Ruth Shikada, Vice President, Government External Affairs
    Chappie Jones, Director, Lighthouse Public Affairs
4. Review Draft Fiscal Year 2024-2025 Budget: Discussion and Possible Action (SCOZZOLA & SIRKAY)
5. Cities Association Website Revision: Discussion and Possible Action (KLEIN)
6. Reports from Regional Appointed Representatives
    a. Larry Klein, Appointee to Measure A (2016 Housing Bond) Independent Citizens Oversight Committee
    b. Guest Speaker: Consuelo Hernandez, Santa Clara County Deputy County Executive

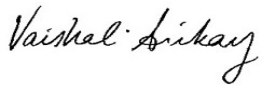
DRAFT

7. Legislative Action Committee Update (FRUEN)
8. Santa Clara County Update (PREMINGER)
9. Santa Clara County City Managers Association Update (KIRBY)
10. Executive Director Update (SIRKAY)
11. Joys and Challenges (ALL)

ADJOURN (KLEIN)

Meeting adjourned at 8:55 PM

Respectfully submitted on April 10, 2025,



Vaishali Sirkay
Executive Director
Cities Association of Santa Clara County

DRAFT

PUBLIC COMMENT

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CITIES ASSOCIATION
OF SANTA CLARA COUNTY

Agenda Item No: ____4_____

Meeting Date: April 10, 2025

Agenda Report for Executive Director Services Agreement

To: BOARD OF DIRECTORS

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

SUBJECT: Agreement for Executive Director Services

RECOMMENDATION:

1. Approve the terms of an Agreement for Professional Services with Executive Director Vaishali Sirkay to cover services provided from July 1, 2025 through June 30, 2026.
2. Authorize the President to execute this agreement on behalf of the JPA.

BACKGROUND:

The current Agreement for Professional Services for Vaishali Sirkay corresponds to fiscal year 2025. As the term of that agreement ends on June 30, 2025, it is necessary to enter into a new agreement for Executive Director services to be rendered during the upcoming fiscal year.

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. On average, the Cities Association received 100 to 120 hours of services each month, but the number of hours vary each month depending on the initiatives or activities of the Cities Association. This agreement contemplates up to 25 hours of services each week, but not to exceed $130,000 and is the same as the prior year. Ms. Sirkay's hourly compensation remains $102/hour. Ms. Sirkay has indicated she is not seeking any increases in her hourly rate for FY26.

FISCAL IMPACT:

The hours worked by Ms. Sirkay vary depending on the activities of the Cities Association. The agreement contains a not-to-exceed amount of $130,000. If prior years are any indication, it is quite possible that the hours worked in the upcoming fiscal year will not reach the maximum amount. As it is a term of the agreement, the proposed FY26 budget covers the maximum amount of professional services that could be owed under this agreement..

RECOMMENDATION:

Approve an Agreement for Professional Services with Executive Director Vaishali Sirkay to cover services provided from July 1, 2025 through June 30, 2026, and authorize the President to execute this agreement on behalf of the JPA.

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 April 11, 2025, 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 continue 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, 2025, to June 30, 2026, subject to the provisions of Section 9 of this AGREEMENT.

SECTION 3. COMPENSATION.

The maximum compensation to be paid to CONSULTANT, including both payment for professional services and reimbursable expenses, if any, shall not exceed One Hundred and Thirty Thousand Dollars ($130,000.00). The rate and schedule of payment is set out in EXHIBIT C, entitled "COMPENSATION." which is attached hereto and incorporated herein.

SECTION 4. METHOD OF PAYMENT.

Each month, CONSULTANT shall furnish to 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 CASCC 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 perfo1mance of this AGREEMENT.

SECTION 9. TERMINATION.

9.1. The CASCC 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 CASCC 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, CASCC JPA may terminate this AGREEMENT immediately upon written notice.

9.3. CASCC JPA's President is empowered to terminate this AGREEMENT on behalf of CASCC JPA.

9.4. ln the event of termination, CONSULTANT shall deliver to CASCC JPA copies of all reports, documents, and other work performed by CONSULTANT under this AGREEMENT, and upon receipt thereof, CASCC 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 CASCC 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 CASCC 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 CASCC JPA reserves the right to require CONSULTANT to enter into an agreement with CASCC JPA regarding the manner in which any such final judgment, decision, or order will be satisfied.

11.6. CASCC 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, CASCC JPA reserves the right to withhold payment to CONSULTANT under such judgment, decision or order bas 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 CASCC 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 CASCC 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 CASCC JPA without restriction or Limitation upon their use.

SECTION 14. WAIVER.

The CONSULTANT agrees that waiver by the CASCC JPA of any breach or violation of any te1m 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 CASCC 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, al 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:

Larry Klein
Mayor, City of Sunnyvale
President of Cities CASCC JPA of
Santa Clara County
PO Box 3144
Los Altos, CA 94024
(408) 766-9534
kleincouncil@sunnyvale.ca.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: (408) 455-4154
shalisirkay@gmail.com

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 tl1e 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.

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.

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

APPROVED AS TO FORM:

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

CITIES ASSOCIATION OF SANTA CLARA COUNTY JOINT POWERS AGENCY

"CASCC JPA"

By:_____
Larry Klein, President

Date:

VAISHALl "SHALI" SIRK.AY
"CONSULTANT"

By: _____
Vaishali "Shali" Sirkay
Date: _____

Exhibits:
Exhibit A Scope of Services
Exhibit B Compensation
Exhibit C Insurance Requirements

EXHIBIT A

SCOPE OF SERVICES

EXECUTIVE DIRECTOR

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

SECTION 1. GENERAL.

A. The performance of all services by the CONSULTANT shall be to the satisfaction of the CASCC JPA.

B. The CONSULTANT shall coordinate all services with the CASCC 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 CASCC 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 CASCC 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 CASCC 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 CASCC 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 Attend and liaison with the Santa Clara City Managers Association.

2.10 Provide additional technical services as requested by the President, Executive Committee or Board of Directors.

EXHIBIT B

COMPENSATION

All services shall be compensated on an hourly basis at the rate of One Hundred and Two Dollars ($102.00) 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 One Hundred and Thirty Thousand Dollars ($130,000.00). 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.

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 CASCC 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 CASCC JPA and CASCC 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 CASCC JPA, its officers, employees, agents, or contractors.

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

CITIES ASSOCIATION
OF SANTA CLARA COUNTY

Agenda Item No: _____5_____

Meeting Date: April 10, 2025

Cities Association of Santa Clara County Agenda Report

To: BOARD OF DIRECTORS

Prepared by: Shali Sirkay, Executive Director

TOPIC: **Proposed 2025-26 Cities Association of Santa Clara County (CASCC) Budget (FY26)**
SUBJECT: **Adoption of Cities Association of Santa Clara County General Fund Budget**

RECOMMENDATION:

Staff recommends that the Board of Directors consider adopting the proposed budget

BACKGROUND:

As per the joint powers agreement, the CASCC board must approve a final budget by April 30th of each year. The City Managers were provided the proposed FY26 operating budget at the March 12, 2025 meeting of the Santa Clara County City Managers Association meeting for their review. The Board was provided the proposed FY25 operating budget at its March 13, 2025 Board of Directors meeting for its review and consideration. Any comments on the budget were to be sent to the Executive Director in advance of the April 10, 2025 Board of Directors meeting.

The budget staff report from the March 13, 2025 Board of Directors meeting has been included as an attachment for background information. The proposed FY26 budget is predicated on membership dues not increasing in FY26.

COMMENTS RECEIVED:

To date, no comments on the budget were received.

UPDATES TO BUDGET:

A copy of the updated proposed budget is included as Attachment 1. For comparison and ease of reference, the March 13, 2025 staff report can be reviewed in Attachment 2. You will note the individual line items "Bookkeeper" and "Certified Public Accountant" have been consolidated into the single line item "Bookkeeping & Auditing Services" because CASCC will contract separately with the City of Sunnyvale to provide these services. The City of Sunnyvale offers these services to nonprofit organizations. Therefore, the individual budget line items "Bookkeeper" and "Certified Public Accountant" have zero dollars allocated in order to show the difference between the FY25 and FY 26 budgets.

CASCC received a formal quote from the City of Sunnyvale for bookkeeping and auditing services in the amount of $10,000 for FY26 (see Attachment 3).

The storage unit was emptied in March 2025 and closed. The line item was kept in the FY26 budget as a comparison to FY25 only.

CASCC received a formal quote from the City of Sunnyvale for meeting space rental for FY26. (See Attachment 4). The nonprofit rate is $75/hour. It is estimated that CASCC will need to rent Sunnyvale's facilities up to 10 times in calendar year 2026, at 5.5 hours per rental. 5.5 hours will cover all meetings (Legislative Action Committee, City Selection Committee and Board of Directors meetings) plus set up and clean up time. Therefore, the total cost will be $4125 for the calendar year 2026. The proposed budget reflects the estimated cost for the second half of FY26 (Jan-June 2026), which includes up to six monthly rentals. As an aside, the second half of calendar year 2026 will only need up to four monthly rentals (meetings are not held in July and December).

FISCAL IMPACT:

Even without an increase in membership dues, the proposed FY26 budget provides enough funds to allow the CASCC to operate for another fiscal year as well as add to its reserves.

OPTIONS:

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

1. Adopt the proposed FY26 budget (covering the period from July 1, 2025 to June 30, 2026).
2. Direct staff to prepare a revised FY26 and adopt the revised budget before April 30, 2025.

ATTACHMENTS:

1. Updated proposed FY25 CASCC Budget
2. Budget Staff Report from March 13, 2025 Board of Directors meeting
3. Quote for bookkeeping and auditing services from the City of Sunnyvale
4. Quote for meeting space rental from the City of Sunnyvale

UPDATED April 2025 Proposed Cities Association of Santa Clara County Operating Budget FY26
July 1, 2025 to June 30, 2026

REVENUE	FY26	FY25	NOTES (FY26)
Membership Dues	$281,403	$266,794	Dues remain flat for all 15 cities
Summer Member Event Ticket Sales	$3000	$3000	
Holiday Party Ticket Sales	$3000	$3000	
TOTAL REVENUE	**$287,403**	**$272,794**	**▲= +$14,609**

EXPENSES

Professional Services	**$209,900**	**$204,000**	**▲= +$5,900**
Executive Director	$130,000	$120,000	Not to exceed amount is $130K; actual is closer to $122,400 ($102/hr x 100 hrs/month x 12 months)
Clerk & IT Support	$6000	$6000	$50/hr x 10 hrs/month x 12
Bookkeeper	$0	$4800	Consolidated w/auditing svcs
Legal Counsel	$63,900	$61,200	Rate increased to $355/hr
Certified Public Accountant	$0	$12,000	Consolidated w/bookkeeping svcs
Bookkeeping & Auditing Services	$10,000		New line item in FY26
Website Redesign/Maintenance	**$7,500**	**$7,500**	**▲= $0**
Consultant and Other Related Tools and Services	$7,500	$7,500	Added "Maintenance"
OFFICE	**$7,709**	**$5,090**	**▲= +$2,619**
Insurance Package	$3,618	$3474	
US Bank Fees	$36	$36	
Verizon (Google Voice Phone)	$364	$364	
P.O. Box	$216	$216	
Miscellaneous	$500	$500	
Conferences & Education for Executive Director	$500	$500	
Storage Unit	$0	$0	Storage unit closed March 2025
Meeting Space Rental	$2,475		$4125 in CY 2026 ($75/hr x 5.5 hrs/mtg x 10 mtgs in 2026; up to 6 mtgs in FY26)
MEMBERSHIPS	**$1,315**	**$1,218**	**▲= +$97**
California Special Districts Association	$1,315	$1281	
HOSPITALITY & SPECIAL EVENTS	**$8,800**	**$7,800**	**▲= +$1000**
Refreshments BOD Monthly Meetings	$1800	$1800	$200/mtg x 9 mtgs/year
Summer Member Event	$3000	$3000	
Holiday Party	$4000	$3000	⬆Costs: awards, venue, food, etc
TECHNOLOGY & SOFTWARE	**$3,232**	**$3,232**	**▲= $0**
Adobe (PDF Tools)	$306	$306	
Canva (Graphics and templates)	$117	$117	
Intuit (Quickbooks Online)	$945	$945	
Microsoft	$242	$242	
Proud City- CASCC Website Hosting Fee	$600	$600	
Zoom	$1022	$1022	
TOTAL EXPENSES	**$238,456**	**$228,840**	**▲= +$9,616**

REVENUE - EXPENSES	**$48,947**

DRAFT

CITIES ASSOCIATION OF SANTA CLARA COUNTY

Agenda Item No: _____4_____

Meeting Date: March 13, 2025

Cities Association of Santa Clara County Agenda Report

To: BOARD OF DIRECTORS

Prepared by: Shali Sirkay, Executive Director

TOPIC: **Proposed 2025-26 CASCC Budget (FY26)**
SUBJECT: **Consideration of Cities Association of Santa Clara County General Fund Budget**

RECOMMENDATION:

It is recommended that the Cities Association of Santa Clara County (CASCC) Board of Directors review the proposed budget and offer direction as needed.

BACKGROUND:

As per its bylaws, the CASCC board must approve a final budget by April 15th of each year. The Board is being provided the proposed FY26 operating budget on March 13, 2025 for its review and consideration. Any comments or other input may be sent to the Executive Director. The budget may be revised pending Board input. The Board may consider approving the (revised) proposed budget at their April 10, 2025 Board of Directors meeting.

A copy of this proposed FY26 operating budget has also been provided to the city managers of each of the 15 member jurisdictions to elicit their input.

EXPLANATION OF CALCULATIONS:

The attached budget proposal was prepared as follows:

Revenue:

1. FY26 membership dues will not increase in FY26, and will be the same as they were in FY23, FY24 and FY25. The rationale for not increasing the dues is that the Cities Association was able to meet its financial obligations in FY24 with membership dues from 14 of the 15 cities in Santa Clara County. Thus far in FY25, with membership dues from all 15 cities in Santa Clara County, the CASCC is on track to meet its financial obligations in FY25. Therefore, it is recommended that membership dues remain flat.

Membership Dues:

City	Dues		City	Dues
Campbell	$ 11,215.00		Morgan Hill	$ 11,693.00
Cupertino	$ 15,785.00		Mountain View	$ 21,415.00

Gilroy	$ 14,609.00		Palo Alto	$ 18,314.00
Los Altos	$ 8,698.00		San Jose	$ 55,231.00
Los Altos Hills	$ 6,523.00		Santa Clara	$ 34,044.00
Los Gatos	$ 8,698.00		Saratoga	$ 8,698.00
Milpitas	$ 19,665.00		Sunnyvale	$ 40,292.00
Monte Sereno	$ 6,523.00			

2. Ticket sales for both the Summer Membership Event/Special Meeting and the Holiday Party have not been changed from $3000. This estimate is fairly conservative but does reflect the minimum that the Cities Association can expect to collect in ticket sales.

Expenses:

Professional Services:

1. Executive Director is paid $102/hour for an average of 100 hours per month, for 12 months.
2. Clerk and IT Support line item was previously calculated at $25/hour x 20 hours/month x 12 months. Previous clerk was hired in 2020 and I don't think we can offer the same hourly rate five years later. It is preferable to have a more senior person who can provide meeting support during meetings (run Zoom, set up dinner, etc.) and provide some light website updates.
3. Bookkeeper will be replaced with another service that is local and more responsive to our needs. Use of the City of Sunnyvale's bookkeeping services for nonprofits is currently being explored. The $7500 figure is used as a placeholder while details are being finalized.
4. Legal Counsel is paid $ $355/hour, as per the agreement with Renne Public Law Group. The budget anticipates legal services for approximately 15 hours/month for 12 months.
5. The allocation for the Certified Public Accountant (CPA) has been copied over from FY25. This figure, $12,000, is the "not to exceed" amount. This figure will be updated as necessary.

Website Redesign/Maintenance:

This line item was called "Website Redesign" in the FY25 budget but has been renamed to include the word "maintenance". The assumption is that once the website has been redesigned and updated, the Cities Association may have some yearly costs related to maintaining and updating the website; thus, the budget going forward may need to include a line item for maintenance.

The FY26 budget assumes that the funds allocated to the website redesign will be spent by the end of FY25 (and the website would then only require maintenance in future fiscal years). In the event that the website is not redesigned in FY25, and thus the allocated funds are not spent, it is requested that the funds allocated in FY25 ($7500) be carried over into FY26 in order to offset the additive costs when website redesign and website maintenance both occur in FY26.

Office:

1. Special District Risk Management Authority (SDRMA), the insurance provider for the Cities Association, provided its members with estimates for the cost of insurance for budgeting purposes.
2. A line item for miscellaneous expenses has been kept from FY25 to cover the cost of general office supplies, stamps, etc.

3. The line item "Conferences & Education for Exec Dir" was added to cover the cost of any additional training the Executive Director may need in the performance of their duties and responsibilities.
4. The storage unit was not in the FY25 budget because the intention was to get rid of it during FY25. This was not done because on further investigation, there is no clear retention policy on the equipment and data storage. This line item has been added in while storage items are reevaluated and the retention policy is finalized.
5. A line item for meeting space rental was added to the FY26 budget. During the last two quarters of FY26 (January to June 2026), the Cities Association will likely not meet in Sunnyvale; not knowing the meetings spaces that will be available in the next Board President's city, it is recommended that the Cities Association include a line item to pay for meeting space rental in Sunnyvale or elsewhere that can accommodate the monthly Board and Legislative Action Committee meetings. For the current fiscal year, this meeting space is only needed for 6 months (January to June 2026). The per meeting cost will be $4000 per meeting, and includes the necessary city staff time.

Memberships:

As a reminder, one condition of obtaining insurance coverage from SDRMA is membership in the California Special Districts Association (CSDA). The figure provided is based on member agency budget revenue.

Hospitality and Special Events:

- Refreshments are calculated for monthly Board of Directors meetings- $200 per meeting for 9 meetings (no board meetings in June (Annual Membership Event/Dinner), July, and December (Annual Holiday Party)
- The Holiday Party line item has been increased by $1000 to cover the significant increase in the cost of food and venue rental, and the addition of the awards and recognition plaques that are distributed at the Holiday Party.
- Both the Summer Membership Event and the Annual Holiday Party are planned as "break even" events and are not considered revenue generators for CASCC. Staff is anticipating that as a JPA, CASCC may be able to get sponsorships and donations to cover some of the costs of these two events.

Technology and Software:

The dollar amount for the website hosting fee was increased to include the hosting fee for the Santa Clara/Santa Cruz Counties Airport/Community (SCSC) Roundtable website because the Cities Association is still paying the hosting fees for this website as well. When the CASCC Board has approved a document retention policy, it will be easier to determine what information on the SCSC Roundtable website is worth preserving.

All other amounts in this section are copied over from FY25. These figures did not increase in FY25, and notice has not been received that any of these fees will increase in FY26.

RESERVE FUND:

The monthly expense rate for the Cities Association is $17,000 (total expenses ($240,040) divided by 12 months). On February 23, 2024, the Executive Committee voted to recommend the following budget reserve policy to the Board of Directors:

1. *Keep a minimum of 3 months reserve with the goal of having 6 months of reserve*

   a. *Keep 3 months of reserve funds in CASCC bank account*
   b. *Transfer funds in excess of 3-6 months of reserve into current CASCC Local Agency Investment Fund (LAIF) account*
2. *Invest funds in excess of 6 months of reserve into a long-term investment option*
3. *Explore other investment options to invest funds in excess of 6 months of reserves for long-term investment*

To satisfy the above reserve policy if it is adopted, the Cities Association would need to keep a minimum of $51,000 ($17,000 x 3 months) and up to $102,000 ($17,000 x 6 months) aside in its bank account. Using the expense rate of $17,000/month, the Cities Association will need approximately $68,000 for the last four months of FY25 to meet the remainder of its financial obligations. At the close of the last banking and LAIF statements (February 28, 2025), the CASCC bank account held $203,215.59 and the LAIF account held $27,167.57. Subtracting $68,000 from the bank account leaves approximately $135,215 in the CASCC bank account. If $102,000 is then transferred from the CASCC bank account into its LAIF account as per the reserve policy above, then the Cities Association will start FY26 with $33,215 (before membership dues are paid) in reserve funds. It is recommended that in order for CASCC start FY 26 with a minimum $51,000 (as per the reserve policy if adopted), the amount transferred to LAIF could be $84,215 ($51,000 minus $33,215 = $17,785, so $17,785 less will be transferred into LAIF ($102,000 minus $17,785).

FISCAL IMPACT:

CASCC will have enough money to operate for another fiscal year if the membership dues remain the same as in FY25. As suggested above, CASCC will start FY26 with $51,000 and by the end of the year, Revenue ($287,403) minus Expenses ($240,040) will leave an extra $32,586 to be added to its reserves. Given these considerations, the proposed FY26 budget should have minimal fiscal impact on the operations of CASCC.

ATTACHMENTS:

1. Proposed 2025-26 CASCC Budget
2. Year to Date Actual Expenditures versus Budgeted Amount

Memorandum

Sunnyvale

Date: 4/7/2025

To: Shali Sirkay, Executive Director

From: Tim Kirby, City Manager TK

Subject: Provision of Accounting and Financial Services to the Cities Association of Santa Clara County

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This memo is to support the City of Sunnyvale's ("City") offer to provide accounting and financial services to the Cities Association of Santa Clara County ("Association") for calendar year 2026.

The City is requesting a flat fee of $10,000 to provide accounting and financial services. The City will handle all aspects of financial management for the Association including providing a contracted external audit annually. The fee is based on a low transaction volume and anticipated relatively simple books. The City reserves the right to increase (or decrease) the cost for 2027 depending on actual experience.

The City will invoice the Association no less frequently than quarterly for this service.

Please let me know if you have any questions.

Memorandum

Date: 4/7/2025

To: Shali Sirkay, Executive Director

From: Tim Kirby, City Manager

Subject: Provision meeting room facilities to the Cities Association of Santa Clara County

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This memo is to support the City of Sunnyvale's ("City") offer to provide meeting room facilities rental to the Cities Association of Santa Clara County ("Association") for calendar year 2026.

The City will provide the Bay Conference Room at City Hall or comparable alternative, with full broadcast available for hybrid meetings. The cost is at $75 per hour, which includes all support and closing the building upon cleanup. I estimated approximately $4,125 based ten meetings at 5.5 hours per meeting. Cost will be increased or decreased based on actual use. Minimum is two hours.

The City will invoice the Association no less frequently than quarterly for this service.

Please let me know if you have any questions.