



Board of Directors Special Meeting Agenda

June 23, 2022 7:00 PM / Virtual Meeting via Zoom

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

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

Board Members

President & Chair: Hon. Chappie Jones, San José

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

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

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

PUBLIC COMMENT

CLOSED SESSION (7:03-7:20pm)

1. PUBLIC EMPLOYEE APPOINTMENT pursuant to Government Code Section 54957(b)(1)
Title: (Acting Executive Director- new)

OPEN SESSION

2. Consent Agenda (7:20-7:25pm)
2a. Approval of May Board of Directors Meeting Minutes Attachment: Minutes
2b. Adoption of Resolution to Continue Meeting Exclusively Over Zoom Attachment: Staff Report , Resolution
2c. Receive financial management report for the period ending May 31, 2022 Attachment: Management Report
2d. Approval of Invoices to be paid (Invoices available to Board members upon request) <ul style="list-style-type: none">- Liebert Cassidy Whitmore - \$1,102.00 (July 31, 2021)- Liebert Cassidy Whitmore - \$608.00 (June 30, 2021)
2e. Approve an Amendment to the Consultant Agreement with Joanne Benjamin for assistance with the transition to a new Acting Executive Director, to increase the not to exceed amount by \$7500 and extend the term until December 31, 2022 Attachment: Staff Report
3. Consideration of New Acting Executive Director (7:25-7:26pm)

- Consideration of Approval of Agreement with Vaishali “Shali” Sirkay for a not to exceed the amount of \$50,000 to serve as Acting Executive Director June 27-December 31, 2022
- Appointment of Vaishali “Shali” Sirkay as Acting Director effective June 27, 2022

Attachments: [Staff Report](#), [Agreement](#), [Cover Letter](#), [Resume](#)

4. Legislative Action Committee Update (Fligor, 7:26-7:50pm)

5. Santa Clara County City Managers Association Update (Barnes, 7:50-7:53pm)

6. Executive Director Update (Benjamin)

7. Joys and Challenges (Board Members 7:53-8:00pm)

ADJOURNMENT

PUBLIC COMMENT

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

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

Your email address will not be disclosed to the public. If you wish to make an oral public comment but do not wish to provide your name, you may enter “County Resident” or similar designation.

ACCESSIBILITY

We strive for our meetings and materials to be accessible to all members of the public. Closed captioning will be enabled for this meeting. For instructions on how to view the closed captioning, please refer [to this Zoom help page](#).

Additional accommodations are available upon request. Please contact our Board Clerk, Audin Leung, at audin@citiesassociation.org at least three business days prior to the meeting to submit a request for accommodations.



Board of Directors Meeting Minutes

May 12, 2022 7:00 PM / Virtual Meeting via Zoom

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

Agenda in Black / Minutes in Blue

Board Members

President & Chair: Hon. Chappie Jones, San José

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

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

WELCOME AND ROLL CALL (Jones)

Members in attendance (12/15):

Campbell	Bybee
Gilroy	Leroe-Muñoz
Los Altos	Fligor
Los Altos Hills	Mok
Los Gatos	Sayoc
Monte Sereno	Ellahie
Mountain View	Abe-Koga
Palo Alto	Burt - joined 7:07pm
San José	Jones
Santa Clara	Watanabe
Saratoga	Walia
Sunnyvale	Klein

Members absent (3):

Cupertino	Paul
Milpitas	Montano
Morgan Hill	Constantine

Others in attendance:

- Joanne Benjamin, Acting Executive Director
- Gary Baum, Counsel
- Audin Leung, Board Clerk
- Mayor Anita Enander, Los Altos
- “Ralph Brown,” Member of the Public

PUBLIC COMMENT

There were no members of the public wishing to speak.

CLOSED SESSION

1. Conference with Legal Counsel - Anticipated Litigation
Significant exposure to litigation pursuant to paragraph (2) of subdivision (e) (3) of Government Code Section 54956.9: (1 potential case – allegations of harassment, discrimination and retaliation)

There were no actions from Closed Session to report.

OPEN SESSION

1. Consent Agenda																
1a. Approval of April Board of Directors Meeting Minutes																
1b. Adoption of Resolution to Continue Meeting Exclusively Over Zoom																
1c. Receive financial management report for the period ending April 30, 2022																
1d. Approval of Baird + Driskell Invoice in the amount of \$56,450 for work related to the Planning Collaborative Motion to approve consent agenda by Watanabe. Seconded by Fligor. Motion adopted 12-0-0-3.																
<table border="1"> <tr> <td>Bybee</td> <td>AYE</td> </tr> <tr> <td>Paul</td> <td>ABSENT</td> </tr> <tr> <td>Leroe-Muñoz</td> <td>AYE</td> </tr> <tr> <td>Fligor</td> <td>AYE</td> </tr> <tr> <td>Mok</td> <td>AYE</td> </tr> <tr> <td>Sayoc</td> <td>AYE</td> </tr> <tr> <td>Montano</td> <td>ABSENT</td> </tr> <tr> <td>Ellahie</td> <td>AYE</td> </tr> </table>	Bybee	AYE	Paul	ABSENT	Leroe-Muñoz	AYE	Fligor	AYE	Mok	AYE	Sayoc	AYE	Montano	ABSENT	Ellahie	AYE
Bybee	AYE															
Paul	ABSENT															
Leroe-Muñoz	AYE															
Fligor	AYE															
Mok	AYE															
Sayoc	AYE															
Montano	ABSENT															
Ellahie	AYE															

Constantine	ABSENT
Abe-Koga	AYE
Burt	AYE
Jones	AYE
Watanabe	AYE
Walia	AYE
Klein	AYE

2. Consideration of Approval of Proposed FY 22-23 Budget and Dues

Motion by Abe-Koga to adopt the proposed budget and direct with the Secretary-Treasurer to work with the Acting Executive Director to report back to the Board in September with a revised dues schedule based on Board member input from this meeting. Seconded by Leroe-Muñoz. Motion adopted 12-0-0-3.

Bybee	AYE
Paul	ABSENT
Leroe-Muñoz	AYE
Fligor	AYE
Mok	AYE
Sayoc	AYE
Montano	ABSENT
Ellahie	AYE
Constantine	ABSENT
Abe-Koga	AYE
Burt	AYE
Jones	AYE
Watanabe	AYE
Walia	AYE
Klein	AYE

3. June 9th General Membership Meeting Updates (Jones)

4.	Hiring of New Acting Executive Director (Abe-Koga)
5.	Santa Clara County City Managers Association Update (Zarate)
6.	Executive Director Update (Benjamin)
7.	Joys and Challenges (Board Members)

ADJOURNMENT

Respectfully submitted,



Audin Leung
Board Clerk

DRAFT



Agenda Item No: 2b

Meeting Date: June 23, 2022

Cities Association of Santa Clara County Agenda Report

To: BOARD OF DIRECTORS

Prepared by: Gary M. Baum, General Counsel

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

RECOMMENDATION:

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

BACKGROUND:

The Board of Directors previously approved continuing to hold future meetings via Zoom after the Governor's Executive Order expired. This resolution satisfies the legal requirements necessary in order to continue to hold meetings of the Board of Directors, Executive Board and all subsidiary bodies utilizing Zoom. The Board of Directors will be required to pass a similar resolution every thirty days after original passage or at its next subsequent meeting, whichever is later, in order to comply with statutory requirements.

As the Covid-19 situation and State and County regulations have continued to change the Resolution has been revised to reflect current Covid-19 circumstances and State and local restrictions. The Board has directed the Acting Executive Director to examine hybrid meetings. This resolution will continue to be necessary and it will be evaluated whether the resolution is necessary after a future hybrid meeting set-up is finalized.

LEGAL ANALYSIS:

AB361 modified Government Code Section 54953 by adding provisions that allow local governmental entities to not comply with certain provisions of the telephonic meeting requirements if there was a declared emergency or an order or recommendation for social distancing.

Specifically, AB 361 **removes** the following requirements:

- The requirement to post an agenda at a private home, business, hotel or wherever the Board Member is located has been lifted.
- The requirement that individual Board Members home, work or current location address be listed on the agenda has been removed.
- The requirement that the location of the Board Member be ADA accessible has been removed. Of course, there are existing laws that require a public building to be ADA accessible.

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

June 23, 2022

Page 2 of 2

- A majority of a quorum is no longer required to be within our jurisdiction, which would be Santa Clara County.

AB 361 **added** the following requirements:

- The meeting must allow a call-in option **or** an internet-based option for public participation. SVRIA will meet this requirement.
- Should either the call-in option or internet-based option stop working, the Board can take no further action until the access to the public is restored.
- Starting 30 days after the first meeting held under this new approach the Board must pass findings every 30 days, or at a subsequent meeting that an emergency continues to exist or there are requirement or recommendations for social distancing.
- Staff must list the access and method for public participation on the agenda.

Two of the former requirements from 54953 continue:

- All votes taken must be roll call votes. (54953(b)(2))
- The agenda must also be posted at the usual location at SCPD. (54953(b)(3))

FISCAL IMPACT:

There will be a small amount of additional work and possible minor costs incurred by staff to continue to utilize Zoom and attempt to maintain its reliability during public meetings.

OPTIONS:

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

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

RECOMMENDED ACTION:

Approve the resolution to continue holding meetings over Zoom.

ATTACHMENTS:

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



RESOLUTION NO. 2022-0_

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CITIES ASSOCIATION OF SANTA CLARA COUNTY RECOGNIZING A STATE OF EMERGENCY AND THE PROCLAMATION OF A STATE OF EMERGENCY BY GOVERNOR NEWSOM ON MARCH 4, 2020 AND AUTHORIZING REMOTE TELECONFERENCED PUBLIC MEETINGS OF THE EXECUTIVE BOARD, BOARD OF DIRECTORS AND SUBSIDIARY OR ADVISORY BODIES TO ALLOW THEM TO CONTINUE TO HOLD PUBLIC MEETINGS SOLELY BY TELECONFERENCE OR OTHERWISE ELECTRONICALLY PURSUANT TO AB 361

WHEREAS, all public meetings of the Cities Association of Santa Clara County (“CASCC”) Executive Board, Board of Directors and subsidiary bodies are open and public, as required by the Ralph M. Brown Act (Cal. Gov. Code 54950 – 54963), so that any member of the public may attend, participate, and watch them conduct their business; and

WHEREAS, on March 4, 2020, Governor Newsom declared a State of Emergency to make additional resources available, formalize emergency actions already underway across multiple state agencies and departments, and help the State prepare for a broader spread of COVID-19; and

WHEREAS, as a result of Executive Order N-29-20, the Executive Board, Board of Directors and subsidiary bodies held remote teleconferenced remote meetings for their meetings via Zoom, and for purposes of Brown Act teleconferenced meetings the term “legislative body” includes the Board of Directors, Executive Board and advisory bodies; and

WHEREAS, on August 2, 2021, in response to the Delta variant of COVID-19, the Santa Clara County Health Department ordered a mask mandate for indoor public settings; and

WHEREAS, since the issuance of Executive Order N-92-20, the Delta variant has emerged followed by the Omicron variant BA.1, followed by the Omicron BA.2 subvariant and the BA.3, BA.4 and BA.5 subvariants, causing a rising spike in COVID-19 cases throughout the state; and

WHEREAS, the Center for Disease Control has determined that Santa Clara County is now a “red county” signifying that there are now high levels of community transmission; and

WHEREAS, The Santa Clara County Health Department has collected wastewater sampling data showing an increase in SARS CoV-2 virus present in all wastewater treatment plants in the County; and

WHEREAS, while hospitalizations and severe illnesses have decreased in the last month, new COVID-19 variants continue to emerge, including a recent variant with increased transmissibility that may potentially impact the County’s hospital capacity. Holding in-person meetings with all members of the legislative body, staff, and the public in attendance in a shared indoor meeting space could particularly impact persons who are at higher risk of severe illness; and

WHEREAS, on September 16, 2021, Governor Newsom signed AB 361 (2021) which allows local legislative bodies and advisory bodies to continue to conduct meetings via teleconferencing under specified conditions, including that the Executive Board and Board of Directors make specified findings; and

WHEREAS, on September 21, 2021, the Santa Clara County Health Officer issued the “Recommendation Regarding Continued Remote Public Meetings of Governmental Entities,” basing the recommendation on: 1) the continued threat of COVID-19 to the community, 2) the unique characteristics of public governmental meetings (such as the increased mixing associated with bringing together people from across the community, the need to enable those who are immunocompromised or unvaccinated to be able to safely continue to fully participate in public governmental meetings, and the challenges with fully ascertaining and ensuring compliance with vaccination and other safety recommendations at such meetings), and 3) the continued increased safety protection that social distancing provides as one means by which to reduce the risk of COVID-19 transmission; and

WHEREAS, for the reasons set forth in the Santa Clara County Health Officer’s recommendation, CASCC is concerned about the health and safety of all individuals who attend open and public meetings of the Board of Directors and Working Committee; and

WHEREAS, the Board of Directors does hereby find that the existence of the March 4, 2020 Proclamation of a State Emergency, and the described conditions, including the spread of the Omicron variant, pose an imminent risk to health and safety of meeting attendees; and

WHEREAS, Government Code Section 54953(e)(3) requires that the Board of Directors review the need and make findings for continuing the teleconferencing without complying with the agenda posting and public comment requirements at least once every thirty (30) days until Governor terminates the state of emergency; and,

WHEREAS, for the reasons set forth herein, the Board of Directors does hereby find that the Executive Board, Board of Directors and advisory or subsidiary bodies (“subsidiary bodies”) shall conduct their meetings without compliance with paragraph (3) of subdivision (b) of Government Code section 54953, as authorized by subdivision (e) of section 54953, and that such legislative bodies shall comply with the requirements to provide the public with access to the meetings as prescribed in paragraph (2) of subdivision (e) of section 54953; and

WHEREAS, the associated emergency conditions are ongoing and there is a need to continue teleconferencing for public meetings without posting the teleconferencing locations on the agenda and without requiring the teleconference locations to be accessible to the public during the current Governor-proclaimed COVID-19 state of emergency and this Resolution if approved, will be in effect for 30 days and will expire on June 13, 2022; and

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE CITIES ASSOCIATION OF SANTA CLARA COUNTY MAKES THE FOLLOWING FINDINGS IN COMPLIANCE WITH CALIFORNIA GOVERNMENT CODE SECTION 54953(e) AND OTHER APPLICABLE PROVISIONS OF THE BROWN ACT:

1. The Board of Directors hereby recognizes the Governor of the State of California's March 4, 2020 Proclamation of a State of Emergency.
2. The Board of Directors finds that the state of emergency continues to impact the ability of the CASCC's Executive Board, Board of Directors and subsidiary bodies, as well as staff and member of the public, to meet safely in person. State or local officials continue to impose or recommend measures to promote social distancing. The County Health Officer has recommended that legislative bodies continue to meet remotely to promote social distancing as one means to reduce the risk of Covid-19 transmission.
3. The Board of Directors authorizes and directs the Acting Executive Director, to take all actions necessary to carry out the intent and purpose of this Resolution, including conducting open and public meetings in accordance with Government Code section 54953(e) and other applicable provisions of the Brown Act.
4. This Resolution shall take effect immediately upon adoption and shall be effective until the earlier of thirty (30) days from the date of adoption of this Resolution, or such time as the Board of Directors votes, by majority vote in accordance with Government Code section 54953(e)(3), whether to extend the time during which the District may continue to teleconference without compliance with paragraph (3) of subdivision (b) of section 54953.

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

Joanne Benjamin
Acting Executive Director

Motion to approve by:

Seconded by:

AYES:	
NOES:	
ABSTENTION:	
ABSENT:	

About the Cities Association of Santa Clara County:

The Cities Association of Santa Clara County is an association of the fifteen cities of the county and the elected representatives of more than 1.9 million Bay-Area residents. Since 1990, the city representatives have been gathering to discuss and find consensus and solutions for regional issues. The cities of our association are diverse and include cities of a few thousand people and a city of a million people.

Resolution CASCC Recognizing Local Emergency and Continuing AB 361 Procedures for Zoom Meetings 6-23-22

Management Report

Cities Association of Santa Clara County
For the period ended May 31, 2022



Prepared by
Bestbooks4u Bookkeeping excellence

Prepared on
June 9, 2022

Table of Contents

Profit and Loss3

Balance Sheet.....5

Profit and Loss by Class6

Monthly Reports:Monthly Summary VENDOR Expenses8

Statement of Cash Flows.....9

A/R Aging Summary10

Profit and Loss

July 2021 - May 2022

		Total
	Jul 2021 - May 2022	Jul 2020 - May 2021 (PY)
INCOME		
4000 INCOME		
4010 Membership Dues	236,363.42	309,957.07
4020 Roundtable Income		187,597.78
4060 LAIF INCOME	249.08	1,044.86
Total 4000 INCOME	236,612.50	498,599.71
4999 Uncategorized Income		25.00
Total Income	236,612.50	498,624.71
GROSS PROFIT		
	236,612.50	498,624.71
EXPENSES		
6000 GENERAL OFFICE		
6112 Advertising/Promotional		
6115 Website Update	1,220.00	20.00
Total 6112 Advertising/Promotional	1,220.00	20.00
6120 Bank Service Charges	33.00	33.00
6125 Directory Production		333.00
6162 Hospitality	849.83	
6180 Insurance	1,217.99	2,310.27
6190 Website SOS		600.00
6220 Dues and Subscriptions		400.00
6550 Supplies and Equipment		2,199.25
6610 Postage and Delivery	297.13	136.50
6611 Post Office Box	101.00	81.00
6615 Office/General Administrative Expenses	1,177.00	489.35
6620 Software Licenses	3,659.26	2,686.13
6665 Printing and Copying		113.52
6670 Recognition	237.80	586.35
Total 6000 GENERAL OFFICE	8,793.01	9,988.37
6700 Reimbursable Expense		437.50
EVENT EXPENSES		
6400 General Meeting - catering		2,068.00
6410 General meeting - office supplies/signage	500.00	
Total EVENT EXPENSES	500.00	2,068.00
Office		
6880 Telephone	333.30	227.10
Total Office	333.30	227.10
OFFICE PERSONNEL_CONSULTANTS		
6152 Consultants	24,862.50	
6153 Contractors	23,147.50	115,440.00
6300 Legal & Professional Fees		
6310 Accounting Services	8,518.50	9,827.50

CASCC Board of Directors Special Meeting Packet
June 22, 2022 | Page 18 of 41

		Total
	Jul 2021 - May 2022	Jul 2020 - May 2021 (PY)
6320 Attorney Services	129,165.49	34,926.20
6350 Roundtable consultant and technical services	108,880.17	114,140.75
Total 6300 Legal & Professional Fees	246,564.16	158,894.45
6565 Payroll Service Fees	1,089.00	735.00
6568 Workers Compensation	126.00	669.97
6575 Payroll Wages/Salary	60,016.47	113,012.01
6580 Payroll Taxes	4,665.86	9,248.77
Total OFFICE PERSONNEL_CONSULTANTS	360,471.49	398,000.20
Total Expenses	370,097.80	410,721.17
NET OPERATING INCOME	-133,485.30	87,903.54
NET INCOME	\$ -133,485.30	\$87,903.54

Balance Sheet

As of May 31, 2022

	Total
ASSETS	
Current Assets	
Bank Accounts	
1001 Checking - Union Bank	71,628.29
Total Bank Accounts	71,628.29
Other Current Assets	
1300 LAIF Funds	24,740.66
1395 Accrued Interest	-53.62
Total Other Current Assets	24,687.04
Total Current Assets	96,315.33
Fixed Assets	
1500 Machinery and Equipment	2,203.41
1700 Accumulated Depreciation	-1,926.59
Total Fixed Assets	276.82
TOTAL ASSETS	\$96,592.15
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
2000 Accounts Payable	11,725.00
Total Accounts Payable	11,725.00
Credit Cards	
2200 First National Bank of Omaha	333.23
FNBO_2nd	214.00
Total Credit Cards	547.23
Total Current Liabilities	12,272.23
Total Liabilities	12,272.23
Equity	
1110 Unrestricted Fund Balance	182,837.30
3000 Opening Bal Equity	-34.00
3010 Reserves	0.00
3013 Reserve for New Equip.	1.92
3014 Reserve for Operations	35,000.00
Total 3010 Reserves	35,001.92
Net Income	-133,485.30
Total Equity	84,319.92
TOTAL LIABILITIES AND EQUITY	\$96,592.15

Profit and Loss by Class

July 2021 - May 2022

	CASCC	PC	Roundtable	TOTAL
INCOME				
4000 INCOME				0.00
4010 Membership Dues	149,957.07		86,406.35	236,363.42
4060 LAIF INCOME	249.08			249.08
Total 4000 INCOME	150,206.15		86,406.35	236,612.50
Total Income	150,206.15	0.00	86,406.35	236,612.50
GROSS PROFIT				
	150,206.15	0.00	86,406.35	236,612.50
EXPENSES				
6000 GENERAL OFFICE				0.00
6112 Advertising/Promotional				0.00
6115 Website Update	1,220.00			1,220.00
Total 6112 Advertising/Promotional	1,220.00			1,220.00
6120 Bank Service Charges	33.00			33.00
6162 Hospitality	849.83			849.83
6180 Insurance	1,217.99			1,217.99
6610 Postage and Delivery	297.13			297.13
6611 Post Office Box	101.00			101.00
6615 Office/General Administrative Expenses	1,177.00			1,177.00
6620 Software Licenses	3,659.26			3,659.26
6670 Recognition	237.80			237.80
Total 6000 GENERAL OFFICE	8,793.01			8,793.01
EVENT EXPENSES				0.00
6410 General meeting - office supplies/signage	500.00			500.00
Total EVENT EXPENSES	500.00			500.00
Office				0.00
6880 Telephone	333.30			333.30
Total Office	333.30			333.30
OFFICE PERSONNEL_CONSULTANTS				0.00
6152 Consultants	24,862.50			24,862.50
6153 Contractors	10,012.50	13,135.00		23,147.50

CASCC Board of Directors Special Meeting Packet
June 22, 2022 | Page 21 of 41

	CASCC	PC	Roundtable	TOTAL
6300 Legal & Professional Fees				0.00
6310 Accounting Services	8,518.50			8,518.50
6320 Attorney Services	47,153.99	56,450.00	25,561.50	129,165.49
6350 Roundtable consultant and technical services	23,431.00		85,449.17	108,880.17
Total 6300 Legal & Professional Fees	79,103.49	56,450.00	111,010.67	246,564.16
6565 Payroll Service Fees	1,089.00			1,089.00
6568 Workers Compensation	126.00			126.00
6575 Payroll Wages/Salary	10,016.47		50,000.00	60,016.47
6580 Payroll Taxes	4,665.86			4,665.86
Total OFFICE PERSONNEL_CONSULTANTS	129,875.82	69,585.00	161,010.67	360,471.49
Total Expenses	139,502.13	69,585.00	161,010.67	370,097.80
NET OPERATING INCOME	10,704.02	-69,585.00	-74,604.32	-133,485.30
NET INCOME	\$10,704.02	\$ -69,585.00	\$ -74,604.32	\$ -133,485.30

Monthly Reports:Monthly Summary VENDOR Expenses

May 2022

	Total
Adobe	33.98
Baird + Driskell Community Planning	56,450.00
Bestbooks4U	240.00
Canva	12.95
First Place Awards - WOWzy	237.80
Great American Insurance Group	317.00
Gusto	111.00
Intuit	105.00
Joanne Benjamin	9,225.00
Law Office of Gary M Baum	5,229.00
Microsoft	37.50
Peninsula Storage Center	214.00
Union Bank	3.00
Verizon	30.30
Winchester Mystery House	500.00
Zoom.us	113.50
TOTAL	\$72,860.03

Statement of Cash Flows

July 2021 - May 2022

	Total
OPERATING ACTIVITIES	
Net Income	-133,485.30
Adjustments to reconcile Net Income to Net Cash provided by operations:	
1300 LAIF Funds	99,652.70
1310 Venue Prepaid Deposit	1,000.00
1395 Accrued Interest	98.22
2000 Accounts Payable	-4,549.00
2200 First National Bank of Omaha	2.33
Total Adjustments to reconcile Net Income to Net Cash provided by operations:	96,204.25
Net cash provided by operating activities	-37,281.05
NET CASH INCREASE FOR PERIOD	-37,281.05
Cash at beginning of period	108,909.34
CASH AT END OF PERIOD	\$71,628.29

A/R Aging Summary

As of May 31, 2022

This report contains no data for your specified date range.



Agenda Item No: 2e

Meeting Date: June 23, 2022

Cities Association of Santa Clara County Agenda Report

Prepared by: Chappie Jones, President
Gary M. Baum, General Counsel

SUBJECT: APPROVAL OF AMENDMENT TO AGREEMENT WITH JOANNE BENJAMIN TO ASSIST IN THE TRANSITION TO A NEW ACTING EXECUTIVE DIRECTOR

RECOMMENDATION:

1. Authorize the President of the Cities Association of Santa Clara County (CASCC) to execute an Amendment to the Agreement with Joanne Benjamin in order to increase the not to exceed by \$7500 and extend the term until December 31, 2022.

BACKGROUND & ANALYSIS:

As you are aware, Joanne Benjamin has been serving as the CASCC's Acting Executive Director since early January 2022. At the time, the CASCC entered into a not to exceed contract with Joanne for \$50,000 for the period of January through June, 2022. CASCC will be hiring a new Acting Executive Director and the original agreement with Joanne has reached the not to original exceed amount and is about to expire. Joanne has agreed to assist in the transition as needed. In order to ensure a smooth transition and to compensate Joanne for her future assistance for the new Acting Executive Director an amendment on the same terms of \$150 per hour with a not to exceed \$7500 additional is required.

FISCAL IMPACT:

The fiscal impact of this Agreement is not to exceed \$7500.00. The Agreement can be terminated by the President upon 10 days' notice and by the consultant with 30 days' notice.

The Board has the following options to consider:

1. Approve the staff recommendation to authorize the President to enter into an Amendment with Joanne Benjamin to assist the new Acting Executive Director for not to exceed \$7500.00 with the Amendment expiring on December 31, 2022.
2. Take no action.



Agenda Item No: 3
Meeting Date: June 23, 2022

Cities Association of Santa Clara County Agenda Report

Board of Directors

Prepared by: Joanne Benjamin
Acting Executive Director

SUBJECT: Approval of Appointment of Acting Executive Director

RECOMMENDATION:

1. Ratify the appointment of Vishali “Shali” Sirkay as Acting Executive Director of the Cities Association of Santa Clara County (CASCC) for the next six months
2. Ratify entering into a not to exceed \$50,000 agreement with Vishali “Shali” Sirkay at a rate of \$100.00 per hour.

BACKGROUND & ANALYSIS:

The Board of Directors in January 2022 approved the appointment of Joanne Benjamin as the Acting Executive Director for the first six months of the year. President Jones appointed Vice President Abe Koga to chair an Ad-Hoc committee for recruitment for a new Acting Executive Director. The committee identified Shali Sirkay as an ideal candidate and the Executive Board has individually interviewed her and recommend her for the Acting Executive Director position for the next six months, June 27, 2022 through December 2022. This action will need to be ratified by the Board of Directors.

FISCAL IMPACT:

Both payment for professional services and reimbursable expenses, if any, shall not exceed Fifty Thousand Dollars (\$50,000). The adopted FY 2022-2023 can accommodate this expense. The Agreement can be terminated by the President upon 10 days’ notice and by the Acting Executive Director with 30 days’ notice.

THE BOARD HAS THE FOLLOWING OPTIONS TO CONSIDER:

1. Approve the staff recommendation to ratify the appointment of Vishali “Shali” Sirkay as Acting Executive Director of the Cities Association of Santa Clara County (CASCC) for the next six months or until a permanent Executive Director is appointed and to ratify the approval of an agreement with Vishali “Shali” Sirkay for a not to exceed \$50,000 agreement.
2. Take no action

**AGREEMENT FOR SERVICES BETWEEN THE
CITIES ASSOCIATION OF SANTA CLARA COUNTY
AND VAISHALI "SHALI" SIRKAY**

This AGREEMENT is made and entered into this 17th day of June 2022, by and between the CITIES ASSOCIATION OF SANTA CLARA COUNTY, An unincorporated association consisting of all fifteen cities in the County of Santa Clara ("ASSOCIATION" or "CASCC"), and VAISHALI "SHALI" SIRKAY, an individual ("CONSULTANT").

RECITALS

The following recitals are a substantive portion of this AGREEMENT:

1. The ASSOCIATION is an organization comprised of all the cities in Santa Clara County, California. Its functions include dealing with issues of common interest to all cities, and monitoring legislation and lobbying; and

3. The ASSOCIATION desires to obtain consultant services in order to fulfill the duties of Acting Executive Director during the leave of the Executive Director. 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 AUTHORITY 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 Association.

SECTION 2. TERM OF AGREEMENT.

The term of this AGREEMENT shall be from June 27, 2022 to December 31, 2022, 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 Fifty Thousand Dollars (\$50,000.00). 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 the AUTHORITY 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 AUTHORITY. To the extent that the AGREEMENT permits CONSULTANT to delegate duties, CONSULTANT shall be solely responsible for the performance of its employees, agents, or subcontractors under this AGREEMENT. As an independent contractor, the CONSULTANT shall obtain no rights to retirement benefits or any other benefits that may accrue to the AUTHORITY's employees. CONSULTANT hereby expressly waives any claim it may have to any such rights. It is anticipated that CONSULTANT will be providing consultant services to other entities during the term of this Agreement. Such other work is acceptable to ASSOCIATION unless the other work creates a conflict of interest with the performance of their duties under this Agreement. Employee shall not use ASSOCIATION materials, equipment, facilities, personnel or other resources in conjunction with any other work not undertaken for the ASSOCIATION.

SECTION 6. LIMITATIONS UPON SUBCONTRACTING AND ASSIGNMENT.

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

SECTION 7. INDEMNIFICATION.

CONSULTANT agrees to protect, and hold harmless ASSOCIATION and its elective or appointive boards, officers, agents, independent contractors and employees from any and all claims, liabilities, expenses, or damages of any nature, including attorneys' fees, for injury or death of any person, or damage to property, or interference with use of property, arising out of, 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 ASSOCIATION is due to the sole negligence of ASSOCIATION 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 ASSOCIATION shall be as broad and inclusive as permitted by the laws of the State of California and shall survive termination of this AGREEMENT.

SECTION 8. NONDISCRIMINATION.

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

SECTION 9. TERMINATION.

9.1. ASSOCIATION may terminate this AGREEMENT at any time without cause upon ten days written notice to CONSULTANT. CONSULTANT may terminate this AGREEMENT at any time without cause upon 30 days written notice to ASSOCIATION.

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

9.3. ASSOCIATION's President is empowered to terminate this AGREEMENT on behalf of AUTHORITY.

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

9.5. In accordance with Article XVI, Section 18 of the California Constitution, if in any fiscal year subsequent to the execution of this AGREEMENT the ASSOCIATION fails to appropriate money for the purpose of funding this AGREEMENT, this AGREEMENT shall terminate, without penalty, effective upon the close of business on the last day of the fiscal year for which funding has been appropriated.

SECTION 10. GOVERNING LAW.

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

SECTION 11. COMPLIANCE WITH LAWS.

11.1 CONSULTANT shall comply with all applicable laws, ordinances, administrative regulations, and permitting requirements in conducting their obligations under this AGREEMENT.

11.2 Compliance with Wage and Hour Laws: Consultant, and any subcontractor it employs to complete work under this AGREEMENT, shall comply with all applicable federal, state and local wage and hour laws. Applicable laws may include, but are not limited to, the Federal Fair Labor Standards Act and the California Labor Code.

11.3 Final Judgments, Decisions, and Orders: For purposes of this Section, a "final judgment, decision, or order" refers to one for which all appeals have been exhausted or the time to appeal has expired. Relevant investigatory government agencies include: the federal Department of Labor, the California Division of Labor Standards Enforcement, or any other governmental entity or division tasked with the investigation and enforcement of wage and hour laws.

11.4 Prior Judgments against CONSULTANT: BY SIGNING THIS AGREEMENT, CONSULTANT AFFIRMS THAT IT HAS DISCLOSED ANY FINAL JUDGMENTS, DECISIONS

OR ORDERS FROM A COURT OR INVESTIGATORY GOVERNMENT AGENCY FINDING IN THE FIVE (5) YEARS PRIOR TO EXECUTING THIS AGREEMENT THAT CONSULTANT OR ITS SUBCONTRACTOR(S) HAS VIOLATED ANY APPLICABLE WAGE AND HOUR LAWS. CONSULTANT FURTHER AFFIRMS THAT IT OR ITS SUBCONTRACTOR(S) HAS SATISFIED AND COMPLIED WITH OR HAS REACHED AGREEMENT WITH THE CITY REGARDING THE MANNER IN WHICH IT WILL SATISFY ANY SUCH JUDGMENTS, DECISIONS OR ORDERS.

11.5 Judgments or Decisions During Term of Contract: If at any time during the term of this AGREEMENT, a court or investigatory government agency issues a final judgment, decision or order finding that CONSULTANT or a subcontractor it employs to perform work under this AGREEMENT has violated any applicable wage and hour law, or CONSULTANT learns of such a judgment, decision, or order that was not previously disclosed, CONSULTANT shall inform the General Counsel, no more than fifteen (15) days after the judgment, decision or order becomes final or of learning of the final judgment, decision or order. CONSULTANT and its subcontractors shall promptly satisfy and comply with any such judgment, decision, or order, and shall provide the General Counsel with documentary evidence of compliance with the final judgment, decision or order within five (5) days of satisfying the final judgment, decision or order. ASSOCIATION reserves the right to require CONSULTANT to enter into an agreement with ASSOCIATION regarding the manner in which any such final judgment, decision, or order will be satisfied.

11.6 ASSOCIATION's Right to Withhold Payment: Where CONSULTANT or any subcontractor it employs to perform work under this AGREEMENT has been found in violation of any applicable wage and hour law by a final judgment, decision or order of a court or government agency, ASSOCIATION reserves the right to withhold payment to CONSULTANT until such judgment, decision or order has been satisfied in full.

11.7 Material Breach: Failure to comply with any part of this Section constitutes a material breach of this AGREEMENT. Such breach may serve as a basis for immediate termination of this AGREEMENT and/or any other remedies available under this AGREEMENT and/or law.

11.8 Notice to City Related to Wage Theft Prevention: Notice provided to the General Counsel as required under this Section shall be addressed to: Gary M. Baum, General Counsel, Cities Association of Santa Clara County, 19925 Stevens Creek Boulevard, Suite 100, Cupertino, CA 95014-2358. The Notice provisions of this Section are separate from any other notice provisions in this AGREEMENT and, accordingly, only notice provided to the above address satisfies the notice requirements in this Section.

SECTION 12. CONFIDENTIAL INFORMATION.

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

SECTION 13. OWNERSHIP OF MATERIALS.

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

SECTION 14. WAIVER.

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

SECTION 15. THE CONSULTANT'S BOOKS AND RECORDS.

The CONSULTANT shall maintain all documents and records which demonstrate performance under this AGREEMENT for period of three (3) years, from the date of termination or completion of this AGREEMENT. All records that are maintained by the ASSOCIATION 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 ASSOCIATION for inspection or audit at no cost to the ASSOCIATION, at any time during regular business hours, upon written request by the President, the ASSOCIATION's Treasurer or the ASSOCIATION's Auditor or a designated representative of any of these. Copies of documents shall be provided to the ASSOCIATION for inspection at the ASSOCIATION's address indicated for receipt of notices unless ASSOCIATION designates an alternative location.

SECTION 16. CONFLICT OF INTEREST.

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

SECTION 17. NOTICES.

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

To the ASSOCIATION: Chappie Jones, Vice Mayor, City of San Jose,
President of Cities Association of Santa Clara
County
200 E. Santa Clara Street, 18th Floor
San Jose, CA 95113
408-535-4901 Phone
Chappie.jones@sanjoseca.gov

Copy to:

Rich Constantine
Mayor, City of Morgan Hill
17575 Peak Avenue
Morgan Hill, CA 95037-4128
408-313-3305 Phone

Rich.constantine@morganhill.ca.gov

To the CONSULTANT: Vaishali Sirkay
Address: 644 Jay St, Los Altos, CA 94022
Phone: +1 408 455 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 ASSOCIATION, any subcontractor shall maintain all required insurance as described in attached Insurance Exhibit C.

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

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

SECTION 20. TIME IS OF THE ESSENCE.

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

SECTION 21. AUTHORITY TO EXECUTE.

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

SECTION 22. QUALIFICATIONS/STANDARD OF CARE.

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

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SECTION 23. PRIOR AGREEMENTS AND AMENDMENTS.

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

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

APPROVED AS TO FORM:

CITIES ASSOCIATION OF SANTA
CLARA COUNTY

“AUTHORITY”

By: _____
Gary M. Baum
Cities Association of Santa Clara
County

By: _____
Chappie Jones
President
Date: June __, 2022

VAISHALI “SHALI” SIRKAY
“CONSULTANT”

By: *Vaishali Sirkay*
Vaishali “Shali” Sirkay
Date: *June 17, 2022*

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

Consultant Agreement Benjamin, Joanne CASCC revised 12-28-21

EXHIBIT A
SCOPE OF SERVICES
ACTING EXECUTIVE DIRECTOR

The CONSULTANT shall provide to the ASSOCIATION the services necessary to:

SECTION 1. GENERAL.

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

SECTION 2. BASIC SERVICES.

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

- 2.1 Attend monthly meetings of the Cities Association 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 ASSOCIATION.
- 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 ASSOCIATION 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 ASSOCIATION and as directed by the President, Executive Board 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 Board or Board of Directors.
- 2.10 Participate in meetings related to ASSOCIATION projects and initiatives, as requested by the Executive Director.

EXHIBIT B
COMPENSATION

All services shall be compensated on an hourly basis at the rate of Dollars One Hundred Dollars (\$100.00) per hour. Reimbursable expenses shall be limited to those expense which are required for the ASSOCIATION'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 Fifty Thousand Dollars (**\$50,000.00**). 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 AUTHORITY.

EXHIBIT C
INSURANCE REQUIREMENTS

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

A. Automobile Policy

Automobile liability. CONSULTANT shall maintain insurance covering all owned, non-owned and hired automobiles against claims and liabilities for personal injury, death, or property damage, providing protection of at least \$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 Cities Association of Santa Clara County, its elected officials, officers, employees, agents and contractors are to be covered as additional insureds,;
- b. CONSULTANT's insurance coverage shall be insurance shall be primary non-contributing; and.
- c. The insurer waives the right of subrogation against ASSOCIATION and ASSOCIATION'S elected officials, officers, employees, agents, and representatives; and,
- d. Any failure to comply with reporting provisions of the policies by CONSULTANT shall not affect coverage provided AUTHORITY, its officers, employees, agents, or contractors.

C. Workers' Compensation and Employers' Liability Policy

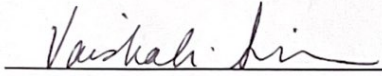
- a. This policy shall provide coverage for Workers' Compensation (Coverage A).

- 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 "Shali" Sirkay

May 7, 2022

Santa Clara Counties Cities Association

Dear Sir/Madam,

My name is Vaishali (Shali) Sirkay and I am applying for role of Acting Executive Director of the Santa Clara County Cities Association. As you can see from my resume, I have a very diverse background encompassing public health, community relations, equity and inclusivity, community outreach and advocacy, philanthropy, and education. The ability to bring these various perspectives together is precisely why I am excited to apply for this job. I have explored

My wide range of experiences make me an ideal candidate for this role because I have been able to look at issues impacting our communities from a variety of perspectives. I've considered how the intersectionality of various systems (education, law enforcement, housing, etc.) impacts the lived experiences of our constituents, and understanding how decisions that are made are actually understood and implemented at the community level.

It is important to me to be deeply attuned to the needs of our communities, especially within the context of what is happening societally. I would like to use my skills and experience to bring value to our municipal leaders so that they can continue doing the urgent and critical work that our communities need.

When you consider my application, you will see a person who enjoys connecting people and organizations, and one who enjoys working through challenges. I am collaborative by nature and always try to identify the opportunities that will allow people and organizations to thrive.

I would welcome an opportunity to talk to you further about my candidacy for this role. I am happy to provide references should you want them.

Best regards,

Vaishali ("Shali") Sirkay

Vaishali “Shali” Sirkay, M.P.H.

Tel: 408-455-4154 ♦ E-mail: shalisirkay@gmail.com ♦ Profile: www.linkedin.com/in/vaishali-sirkay-mph

PROFESSIONAL SUMMARY:

Over 20 years of diverse experience with a proven commitment to addressing issues critical to local and regional communities, using an equity-focused lens and a deep understanding of how the breadth and depth of the Social Determinants of Health create challenges and opportunities in communities.

EDUCATION:

MASTER OF PUBLIC HEALTH

Tulane University School of Public Health and Tropical Medicine, New Orleans, LA, December 1998

Department: Community Health Sciences

Area of Specialization: Health Education and Communication

BACHELOR OF ARTS

Barnard College at Columbia University, New York, NY, May 1995

Major/Minor: Anthropology/Biology

ADDITIONAL TRAINING:

- *Toastmasters International*, Public Speaking Education
- *Presenting Data & Information*, Professor Edward Tufte
- *Undoing Racism*, People’s Institute for Survival and Beyond
- *Techniques of Participation*, Facilitator Training

SKILLS & EXPERIENCE:

PROGRAM DESIGN, IMPLEMENTATION, MONITORING AND EVALUATION

- Employ a variety of public health and anthropological methods to conduct both target audience and situational analyses to design programs that meet target audience needs (includes both data gathering and data analysis).
- Identify and develop relationships with key stakeholders and other community partners to collaborate on projects to assure program sustainability, efficacy, and efficiency.
- Design, develop and implement evidence-based programs, community interventions, and all related program collateral.
- Develop a comprehensive monitoring and evaluation plan by analyzing data and developing and monitoring key performance indicators.

Select Examples:

- Developed and implemented a *Vaccine Dialogue*, a forum convening community leaders and healthcare providers to discuss vaccine hesitancy and barriers to vaccine access in vulnerable communities where COVID-19 vaccination rates were low. The *Vaccine Dialogue* resulted in vaccines being set aside for members of these communities at mass vaccination sites, as well as the establishment of a targeted vaccine pop-up with Sutter Health. (Manzanita Works)
- Developed and implemented workshops targeted to older adults to teach them how to download and use ride share apps, as well as provide training on how to specifically use Lyft without the need for a smartphone. The objective was to create greater independence and empowerment in older adults by teaching them to use other transportation options. The ultimate goal is to help older adults age in place with dignity, and reduce social isolation and thus reduce the mental health impacts of isolation. (CAFE)

STRATEGIC PARTNERSHIP DEVELOPMENT & RELATIONSHIP MANAGEMENT

- Support the mission and vision of Los Altos School District through identifying and creating public-private partnerships with organizations throughout the Bay Area.
- Supported the mission, values and goals of El Camino Health by nurturing and building positive relationships between El Camino Health and its community-based partner organizations, local Chambers of Commerce, and other agencies.

Select Examples:

- Established a regular onsite COVID-19 testing program for LASD teachers and staff in conjunction with El Camino Healthcare District. This allowed students to return to in-person learning, and allowed our campuses to remain open during the 2020-2021 school year, at the height of the COVID-19 pandemic. (LASD & El Camino Health)
- Working with El Camino Health staff from across various departments, this program was expanded to other school districts within the boundaries of the El Camino Healthcare District.
- Coordination of multiple, diverse key stakeholders also resulted in testing pop-up sites for workers and residents in Mountain View, Los Altos and Sunnyvale.

COMMUNITY DEVELOPMENT, TRAINING, OUTREACH AND ADVOCACY

- Successfully led my own election campaign in the 2018 General Election, resulting in my election to the Los Altos School District Board of Trustees.
- Successfully led campaigns in the 2014 and 2016 General Elections, resulting in the passage of a \$2.8 million parcel tax in the Los Altos School District (LASD) to maintain critical core academic programs in public schools and a \$150 million bond for LASD to address enrollment growth in public schools.
- Strategized and implemented a series of weekly topical presentations for community leaders to advance development of an integrated plan for Downtown Los Altos.
- Facilitated collaboration between all 9 LASD Parent-Teacher Associations (PTAs) to ensure parity amongst school programs through sharing of knowledge and ideas so as to assure consistent, high quality student and parent experiences across campuses, and also ensured equity by advocating for the integration of non-native English-speaking families into the school community.
- Co-founded an independently funded, national non-profit and non-partisan organization to promote media literacy amongst children, parents, teachers and other community-based stakeholders (Action Coalition for Media Education (ACME)).

Select Examples:

- Successful election campaigns in 2014, 2016 and 2018 as noted above.
- Created and implemented community engagement events to targeted audiences in order to build the donor and support/advocacy base for adolescent and community mental health and wellness for the Community Health Awareness Council (CHAC).
- Conducted numerous multi-media media literacy workshops and trainings throughout Louisiana (ACME).

ORAL & WRITTEN COMMUNICATIONS, & EVENT PLANNING

- Design, conduct and evaluate professional presentations on a variety of topics for various target audiences with the goal of either disseminating information or educating the audience, using various training methodologies including multimedia presentations, Techniques of Participation, standard classroom-style trainings, etc.
- Maintain ongoing communication with local newspapers to provide news and updates on academic-related issues in our community and school district.
- Worked on diverse, cross-departmental teams to create marketing and communications materials for both internal and external audiences, and develop outward-facing community events, including speakers and presentations.
- Provided content development and editing services to Hans Rosling at the Gapminder Foundation in Stockholm, Sweden. Gapminder transforms static data into interactive graphics that make data accessible and meaningful to a wide audience.
- Organized stakeholder retreats and statewide forums, and developed all related materials, handouts, and workbooks.

Select Examples:

- Co-authored *Vaccine Dialogue Report* about the *Vaccine Dialogue* event for Manzanita Works (final draft pending).
- Authored chapters on health informatics (“Health Assessment”) and disease prevention efforts (“Health Promotion”) in Louisiana’s Public Health Improvement Plan, and edited other chapters in this document. (Turning Point)
- Authored article “State and Local Collaboration: An Integrated Approach to Public Health Improvement,” Transformations in Public Health. Robert Wood Johnson Foundation. (Turning Point)
- Successfully awarded over \$1 million in grants based on grant proposals I have written for non-profits/projects. (Various)

ROLES:

- Governing Board Member & former Board President, Los Altos School District Board of Trustees, 2018-present (publicly elected in Nov 2018 General Election)
- Commissioner, Santa Clara County Juvenile Justice Commission, 2019-present (Equity & Justice, Education, and Continuum of Care Committees)
- Social Impact Program Development Consultant, self-employed, 2013-present
- Health Program Director, Manzanita Works, Oakland, CA 2020-2022
- Member, CHAC Board of Directors, Mountain View, CA, 2018-2021 (Development and Community Engagement Committees)
- Community Relations Specialist, Government & Community Relations, El Camino Health, Los Altos CA 2018-2020
- Associate Director, Center for Age Friendly Excellence (CAFE), Los Altos, CA, 2017-2019
- Co-Chair, Los Altos Community Coalition, Los Altos, CA, 2017-2019
- President, Los Altos Mountain View PTA Council 2017-18 (member of Exec Board 2015-2018)
- Member of Steering Committee, Los Altos Forward, 2017-19
- Co-chair, Keep Los Altos Schools Strong, Los Altos, CA, 2014-2018
- Programs Manager, Community Relations Department, Adobe Systems, Inc, San Jose, CA, 2003