



Board of Directors Meeting Agenda

February 9, 2023 7:00 PM

Los Altos Community Center - Sequoia Room
97 Hillview Ave, Los Altos, CA 94022

Executive Board

President

Hon. Margaret Abe-Koga, Mountain view

1st Vice President

Hon. Neysa Fligor, Los Altos

2nd Vice President

Hon. Larry Klein, Sunnyvale

Secretary-Treasurer

Hon. Tina Walia, Saratoga

Member At-Large

Hon. Hung Wei, Cupertino

Santa Clara City Managers' Association Representative (Ex-Officio)

Kimbra McCarthy, Mountain View City Manager

Interim Executive Director (Ex-Officio)

Shali Sirkay

Meeting Information:

- Members of the public register for Zoom webinar [\[HERE\]](#)
(NOTE: This link is for members of the public ONLY; Board members will attend in-person unless otherwise noticed in advance of the meeting to the Executive Director and/or the Board President)
- Meeting also livestreamed on YouTube [\[LINK\]](#)
- More info on public comment and accessibility given at the end of the agenda

Notice pursuant to Brown Act teleconferencing guidelines: President Abe-Koga will be attending this meeting virtually from 309 W Heritage Dr, Tyler, TX 75703

WELCOME AND ROLL CALL – (Abe-Koga, 7:00 PM)

ORAL COMMUNICATIONS FROM THE PUBLIC ON NONAGENDIZED ITEMS

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

CLOSED SESSION

1. Pursuant to Government Code Section 54957(b)(1), PUBLIC EMPLOYMENT (General Counsel)

OPEN SESSION

1. Closed Session Report
2. Consent Agenda
2a. Approval of minutes from the Board of Directors meeting on January 26, 2023 Attachment: Draft Minutes
2b. Receive December and January financial reports if available
3. General Counsel
Approval of General Counsel Candidate to be appointed CASCC General Counsel and approval of legal services agreement
4. Executive Director
Approval to appoint Vaishali Sirkay as Executive Director and Approve Contract through December 31, 2023 Attachments: <ul style="list-style-type: none">- Staff Report- Amendment to Agreement- Original Agreement- Resume
5. Approval of 2023 Priorities
Attachment: Staff Report
6. Planning Collaborative Presentation
7. Updates
<ul style="list-style-type: none">• Legislative Action Committee Update• City Selection Committee Update• Santa Clara County City Managers Association (SCCCMA) Update• Executive Director Update

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 in-person during the meeting
3. Provide oral public comments virtually during the meeting
 - When the Chair announces the item on which you wish to speak, click the “raise hand” feature in Zoom. Speakers will be notified shortly before they are called to speak.
 - When called to speak, please limit your comments to the time allotted (up to 3 minutes, at the discretion of the Chair).
 - Phone participants:
 - *6 - Toggle mute/unmute
 - *9 - Raise hand

ACCESSIBILITY

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



Board of Directors Meeting Minutes

January 26, 2023 7:00 PM

Los Altos Community Center
97 Hillview Ave, Los Altos, CA 94022

Agenda in Black / Minutes in Red

Executive Board

President

Hon. Margaret Abe-Koga, Mountain view

1st Vice President

Hon. Neysa Fligor, Los Altos

Secretary-Treasurer

Hon. Larry Klein, Sunnyvale

Member at Large

Hon. Tina Wali, Saratoga

Santa Clara City Managers' Association Representative (Ex-Officio)

Kimbra McCarthy, Mountain View City Manager

Interim Executive Director (Ex-Officio)

Shali Sirkay

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

WELCOME AND INTRODUCTIONS – (Abe-Koga, 7:00 PM)

Members in attendance:

Campbell	Bybee	PRESENT
Cupertino	Wei	PRESENT
Gilroy	Bracco	ABSENT
Los Altos	Meadows	PRESENT
Los Altos Hills	Mok	PRESENT
Los Gatos	Rennie	PRESENT
Milpitas	Montano	PRESENT
Monte Sereno	Ellahie	PRESENT
Morgan Hill	Turner	ABSENT
Mountain View	Abe-Koga	PRESENT
Palo Alto	Kou	ABSENT
San José	Jimenez	ABSENT
Santa Clara	Watanabe	PRESENT
Saratoga	Walia	PRESENT
Sunnyvale	Klein	PRESENT

Others in attendance:

- Bruce Karney, Member of the Public
- Christina Gillmore, SCCMA Representative (Alternate) & Assistant City Manager, Mountain View
- Steve Preminger, Santa Clara County Office of the County Executive
- Neysa Fligor, 2nd Vice President & Councilmember, Los Altos
- Mary Hanna-Weir, Interim General Counsel
- Shali Sirkay, Interim Executive Director
- Audin Leung, Clerk of the Board

PUBLIC COMMENT

Bruce Karney gave public comment.

1. Consent Agenda

1a. Approval of minutes from the Board of Directors Special Meeting on November 10, 2022

1b. Receive financial statements for the months of October and November 2022

Motion by Watanabe to approve consent agenda. Seconded by Montano. Motion adopted 11-0-0-4.

Campbell	Bybee	AYE
Cupertino	Wei	AYE
Gilroy	Bracco	ABSENT
Los Altos	Meadows	AYE
Los Altos Hills	Mok	AYE
Los Gatos	Rennie	AYE
Milpitas	Montano	AYE
Monte Sereno	Ellahie	AYE
Morgan Hill	Turner	ABSENT
Mountain View	Abe-Koga	AYE
Palo Alto	Kou	ABSENT
San José	Jimenez	ABSENT
Santa Clara	Watanabe	AYE
Saratoga	Walia	AYE
Sunnyvale	Klein	AYE

2. President's Update

3. Executive Board Appointment and Re-Assignments

Approve Executive Board of Directors appointment of Hon. Hung Wei to Member at Large seat and reassignment of Hon. Larry Klein to 2nd Vice President and Chair of Legislative Action Committee and Hon. Tina Walia as Secretary/Treasurer

Motion by Montano to appoint Hon. Hung Wei to Member at Large seat and reassign Hon. Larry Klein to 2nd Vice President and Chair of Legislative Action Committee and Hon. Tina Walia as Secretary/Treasurer. Motion adopted 11-0-0-4.

Campbell	Bybee	AYE
Cupertino	Wei	AYE

Gilroy	Bracco	ABSENT
Los Altos	Meadows	AYE
Los Altos Hills	Mok	AYE
Los Gatos	Rennie	AYE
Milpitas	Montano	AYE
Monte Sereno	Ellahie	AYE
Morgan Hill	Turner	ABSENT
Mountain View	Abe-Koga	AYE
Palo Alto	Kou	ABSENT
San José	Jimenez	ABSENT
Santa Clara	Watanabe	AYE
Saratoga	Walia	AYE
Sunnyvale	Klein	AYE

4. Interim General Counsel

Ratification of Approval of Agreement with the County of Santa Clara to provide Interim General Counsel services to CASCC

Motion by Wei to ratify approval of agreement. Seconded by Mok. Motion adopted 11-0-0-4.

Campbell	Bybee	AYE
Cupertino	Wei	AYE
Gilroy	Bracco	ABSENT
Los Altos	Meadows	AYE
Los Altos Hills	Mok	AYE
Los Gatos	Rennie	AYE
Milpitas	Montano	AYE
Monte Sereno	Ellahie	AYE
Morgan Hill	Turner	ABSENT
Mountain View	Abe-Koga	AYE
Palo Alto	Kou	ABSENT
San José	Jimenez	ABSENT
Santa Clara	Watanabe	AYE
Saratoga	Walia	AYE

	Sunnyvale	Klein	AYE
5.	Setting Priorities for 2023		
6.	Santa Clara County City Managers Association (SCCMA) Update		
7.	Executive Director Update		
8.	Joys and Challenges		

ADJOURNMENT

Respectfully submitted,



Audin Leung
Clerk of the Board

DRAFT



Agenda Item No: _____5_____

Meeting Date: February 9, 2023

Cities Association of Santa Clara County Agenda Report

Board of Directors

Prepared by: Margaret Abe-Koga
President

SUBJECT: Recommendation to the Board of Directors to Approve an Amendment to the Agreement with Vaishali “Shali” Sirkay to extend the Agreement and to Increase the Not to Exceed Amount by \$125,000 and to Serve as Executive Director and to Appoint Shali Sirkay as Executive Director

RECOMMENDATION:

1. Approve an Amendment to the Agreement with Vaishali “Shali” Sirkay to extend her Agreement with CASCC to serve as Executive Director and to increase the not to exceed amount from \$85,000 to \$210,000.00.
2. Approve the appointment of Shali Sirkay as Executive Director of the CASCC.

BACKGROUND & ANALYSIS:

The Board of Directors, in June of 2022, approved the appointment of Shali Sirkay as the Acting Executive Director for a period of six months. By way of background, President Jones appointed Vice President Abe Koga to chair an Ad-Hoc committee for recruitment for a new Acting Executive Director. The committee, consisting of Vice President Abe-Koga and former President Marico Sayoc identified Shali Sirkay as an ideal candidate and the Committee and President individually interviewed her and recommend her for the Acting Executive Director position for the next six months, July 2022 through December 2022. Shali Sirkay’s resume is attached as Attachment 1. On October 13, 2022 the Board of Directors appointed Shali Sirkay as Interim Executive Director of CASCC.

Shali has continued to do excellent work on behalf of CASCC during her first six months of service. The Executive Committee has recommended hiring Shali as the Executive Director and Shali has agreed to the future appointment by the Board of Directors, should it be offered. Shali’s compensation will remain the same with an anticipated monthly billing of \$10,000 at \$100/hour and an annual not to exceed amount of \$125,000. The Agreement has a two-year term with an automatic annual renewal unless either party provides notice of an intent to terminate. Either the CASCC or Shali may terminate the agreement at any time with 30 days’ notice. The Agreement does not contain a severance provision. Shali is only paid for hours worked, so there is no flat monthly payment in the Agreement. It is anticipated that the average of her billing will be \$10,000 per month with some months exceeding that amount and slower months at a lower amount, but the total on annual basis to not exceed \$125,000.00.

The changes to the current Agreement are as follows:

1. Shali’s title will be Executive Director not Acting Executive Director.
2. The Agreement will not expire in June 2023, but instead will run from the date of approval until December 31, 2023 with one automatic renewal unless either party provides notice of termination.
3. The not to exceed will be prorated for the first year and \$125,000 for each successive year.

Approval of Appointment of Vishali “Shali” Sirkay as Interim Executive Director

February 9, 2023

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4. The Agreement will be subject to budgetary restrictions so if the future budgets will not accommodate the Agreement not to exceed, the CASCC may terminate the Agreement or agree to an amendment covering the funds actually available. Her original Agreement, attached as Attachment 2 will expire at the end of March 2023, and she has averaged less than \$10,000 per month, the Agreement must be amended to extend its expiration date and to increase the not to exceed by \$125,000 so that the new total not to exceed will be \$210,000. Shali’s hourly rate will remain at \$100/hour. The Amendment is attached as Attachment 3.

FISCAL IMPACT:

The fiscal impact of this Amendment will be up to \$100,000 for the period from March 1, 2023 through December 31, 2023. The second year’s amount if renewed would be for \$125,000 for calendar year 2024. The actual amount incurred could be less should Shali work less than the not to exceed amount. The cost cannot be more unless the Board were to amend the Agreement. The current budget can accommodate the costs of this Amendment.

THE BOARD HAS THE FOLLOWING OPTIONS TO CONSIDER:

1. Approve the President’s recommendation the Board of Directors that they approve the Amendment for Vaishali “Shali” Sirkay to serve as Executive Director of the Cities Association of Santa Clara County (CASCC) through December 31, 2023 with an automatic one-year renewal at the end of 2023. Approve the recommendation to the Board of Directors to appoint Vaishali “Shali” Sirkay as Executive Director.
2. Take no action, requiring that a new Executive Director be appointed no later than June 30, 2023.

ATTACHMENTS:

1. Resume of Vaishali “Shali” Sirkay
2. Original Consultant Agreement with Vaishali (“Shali”) Sirkay to Serve as Acting Executive Director
3. Amendment to Consultant Agreement with Vaishali (“Shali”) Sirkay to extend Agreement and Increase Not to Exceed Amount

**Amendment No. 2 between the Cities Association of Santa Clara County and
Vaishali (“Shali”) Sirkay to Serve as Interim Executive Director**

This Amendment No. 2 to the June 17, 2022 Agreement (“AGREEMENT”) is between Vaishali (“Shali”) Sirkay and the Cities Association of Santa Clara County. This Amendment No. 1 (“AMENDMENT”) is made and entered into this ___ day of February, 2023, by and between the CITIES ASSOCIATION OF SANTA CLARA COUNTY (“ASSOCIATION”), and Vaishali (“Shali”) Sirkay, an individual (“CONSULTANT”)

RECITALS:

WHEREAS, the AGREEMENT was entered into between the parties for the purposes the utilizing CONSULTANT’s services to serve as Acting Executive Director of ASSOCIATION and;

WHEREAS, on October 13, 2022, CONSULTANT was appointed by the Board of Directors as Interim Executive Director of ASSOCIATION; and

WHEREAS, the parties wish to amend the AGREEMENT, to extend the time for performance and increase the not to exceed amount to compensate CONSULTANT for work as Executive Director and make no other changes to the AGREEMENT.

NOW, THEREFORE, in consideration of the covenants, terms, conditions and provisions of this Amendment, the parties agree:

SECTION 1. Section 2 of the AGREEMENT is hereby deleted and replaced to read as follows:

The term of this AGREEMENT shall be from June 17, 2022 to December 31, 2023, subject to the provisions of Section 9 of this AGREEMENT.

SECTION 2. Section 3 of the AGREEMENT is hereby deleted and replaced to read as follows:

The compensation to be paid to CONSULTANT, including both payment for professional services and reimbursable expenses, if any, shall not exceed Two Hundred Ten Thousand Dollars (\$210,000.00). The rate and schedule of payment is set out in EXHIBIT B, entitled “COMPENSATION.” which is attached hereto and incorporated herein. This Agreement shall automatically renew for an additional one (1) year period unless either party provides a thirty-day written notice of intent to terminate to the other prior to the termination of this Agreement and if the Board of Directors approves the increase to the not to exceed amount in this Amendment to cover the additional year of compensation. The not to exceed shall average \$10,000 per month for the 2023 calendar year and shall be not to exceed \$125,000.00 for the second calendar year of the Agreement.

SECTION 3. Exhibit B of the AGREEMENT is hereby deleted and replaced to read as follows:

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 Two Hundred Ten Thousand Dollars (\$210,000.00). 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.

SECTION 4. Except as herein modified, all other provisions of the AGREEMENT, including any exhibits, shall remain in full force and effect.

WITNESS THE EXECUTION HEREOF on the day and year first above written, the parties have by their duly authorized representatives executed this Amendment.

VAISHALI "SHALI" SIRKAY

CITIES ASSOCIATION OF SANTA
CLARA COUNTY

Vaishali "Shali" Sirkay, an individual

Margaret Abe-Koga
President

Approved as to Form

CASCC General Counsel

**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

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

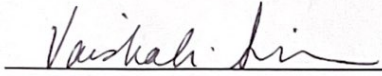
- a. This policy shall provide coverage for Workers' Compensation (Coverage A).

- 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

Vaishali “Shali” Sirkay, M.P.H.

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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



Agenda Item No: _____ 6 _____

Meeting Date: February 9, 2023

Cities Association of Santa Clara County Agenda Report

Board of Directors

Prepared by: Shali Sirkay
Interim Executive Director

SUBJECT: 2023 Board Priorities

RECOMMENDATION:

1. Approve the 2023 Board Priorities as determined at the January 26, 2023 Board of Directors meeting.

BACKGROUND & ANALYSIS:

At its January 26, 2023 meeting, the Board of Directors discussed various areas of concern facing Santa Clara County and their cities. They considered the board priorities from 2021 (COVID-19, Racial Justice, Transportation, Housing & Homelessness) and 2022 (Housing/Unhoused, Transportation, COVID-19, Racial Justice) and whether more attention was needed in those areas. After brainstorming, discussion, and a prioritizing exercise, the Board settled on the following topic areas:

- Sustainability & Resilience/Climate Protection
- Mental Health
- Housing
- Gun Safety

Committees comprised of board members will be formed for each of these priority areas, with the Executive Director serving as staff support. Each committee will delve deeper into its area and present to the Board at a board meeting in the second half of the year.

FISCAL IMPACT:

None

THE BOARD HAS THE FOLLOWING OPTIONS TO CONSIDER:

1. Approve staff's recommendation to approve the 2023 Board Priorities as determined at the January 26, 2023 Board of Directors meeting.
2. Take no action, in which case the board could either revisit the list of priorities or continue discussion on the identified priorities. This could potentially delay any work the committees may want to undertake.