



REGULAR MEETING
Joint Powers Agency Board of Directors

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

FEBRUARY 8, 2024
7:20 PM

Meeting Information:

- *Board meetings are open to the public at the location shown above.*
 - *Members of the public may join the Zoom webinar at the following link:*
<https://us02web.zoom.us/j/83510756481?pwd=SUZUY1E1VEFWRW9VTk5jRVVWajhZQT09>
Passcode: 519682
 - *Meeting also livestreamed on YouTube: <https://www.youtube.com/@citiesassoc>*
 - *More information on public comment and accessibility is given at the end of the agenda.*
-

WELCOME AND ROLL CALL – (Fligor)

ROLL CALL (Sirkay)

ORAL COMMUNICATIONS FROM THE PUBLIC ON NONAGENDIZED ITEMS

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

AGENDA

1. Consent
 - a. Updated Calendar of Cities Association of Santa Clara County 2024 Meeting Dates with June 13, 2024 Legislative Action Committee Meeting Added
2. Election of Joint Powers Agency Board of Directors Officers: Action (Fligor)
3. President Comments/Update
4. Transition to Joint Powers Agency- Action Items for Implementation of Joint Powers Agency: Discussion and Possible Action (Quinn)

5. Request to Serve as Fiscal Agent for Community Planning Collaborative Nexus Study: Discussion and Potential Action (Fligor)
6. City Selection Committee Update (Klein)
7. Reports from Regional Appointed Representatives
 - a. Neysa Fligor, Association of Bay Area Governments
 - b. Larry Klein, Recycling and Waste Reduction Commission
 - c. Russ Melton, Airport Land Use Commission
8. Santa Clara County City Managers Association Update (Engeland)
9. Executive Director Update (Sirkay)
10. Joys and Challenges (All)

ADJOURN (Fligor)

PUBLIC COMMENT

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

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

ACCESSIBILITY

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



2024 Meeting Calendar of the CASCC Joint Powers Agency

Executive Committee	Board of Directors	Legislative Action Committee	City Selection Committee	CASCC Events
January 5*	January 18*	January 18*		
February 2	February 8	February – no meeting	February 8	
February 23				
March 22	March 14	March 14		
April 26	April 11	April 11		
May 24	May 9	May 9		
June – no meeting	June – no meeting	June 13		Jun 13: Annual Membership Event
July 26	July – no meeting	July – no meeting		
August 23	August 8	August 8		
September 27	September 12	September 12		
October 25	October 10	October - tentative	October 10	
November 22	November 14	November 14		
December – no meeting	December – no meeting	December – no meeting		Dec 13: Annual Holiday Party

*January dates are for the unincorporated organization

There are two Executive Committee meetings in February due to the change in meeting cadence

The **Executive Committee** typically meets on the fourth Friday of the month at 2:30 PM

The **Board of Directors** typically meets on the second Thursday of the month at 7:00 PM

The **Legislative Action Committee** typically meets on the second Thursday of the month at 5:30 PM, and as needed based on the state legislative cycle

The **City Selection Committee** meets twice per calendar year, and as needed



Agenda Item No: 2

Meeting Date: February 8, 2024

Cities Association of Santa Clara County Joint Powers Agency Agenda Report

To: BOARD OF DIRECTORS

Prepared by: Jannie L. Quinn, Co-General Counsel
Andrew Shen, Co-General Counsel
Shali Sirkay, Executive Director

SUBJECT: Election of Officers

RECOMMENDATIONS/ACTION TO BE TAKEN:

1. **Election of Officers.** Elect the officers for the Cities Association of Santa Clara County Joint Powers Agency (“Cities Association”), who shall also serve as members of the Cities Association Executive Committee.

BACKGROUND:

Under Article 10 of the Joint Powers Agreement, at its first meeting, the Cities Association Board of Directors shall elect its officers: President, First Vice President, Second Vice President, and Secretary/Treasurer. In addition to these four positions, the Immediate Past President (Hon. Margaret Abe-Koga) would serve as an officer for the Cities Association.

Of these officers, the President and at least two other officers must be members of the Cities Association Board of Directors. The remaining officers may be the Mayor or Councilmember of any member agency.

These officers would also serve as members of the Cities Association’s Executive Committee. The Executive Committee’s jurisdiction is subject to the Cities Association’s Board of Directors’ approval and delegation.

The current officers of the Cities Association’s Executive Board (as an unincorporated association) are: Hon. Neysa Fligor (President); Hon. Larry Klein (First Vice President); Hon. Tina Walia (Second Vice

President); Hon. Hung Wei (Secretary/Treasurer); and Hon. Margaret Abe-Koga (Immediate Past President).

ATTACHMENTS:

Attachment: Excerpt of Articles 10 and 11 of the Joint Powers Agreement

Attachment to Staff Report for Agenda Item 2

present at a meeting is sufficient to take any action, unless otherwise specified in this Agreement. However, less than a quorum may adjourn the meeting to a future date.

9.5 Each Member of the Board shall have one vote.

ARTICLE 10 - OFFICERS

The Board shall elect as Officers of the Agency President, First Vice President, Second Vice President, Secretary/Treasurer, and Immediate Past President at its first meeting. Thereafter, except as may be otherwise provided in the Bylaws of the Agency, the Board shall elect the President, First Vice President, Second Vice President, Secretary/Treasurer, and Immediate Past President, at the November Board of Directors meeting, or the first meeting held on or after November 1 of each year. Of the Officers, the President, and at least two other Officers, must also be members of the Board of Directors. The remaining Officers may be the elected or appointed Mayor or Council Member of any Member of the Agency regardless of whether they are on the Board of Directors. Each Officer shall assume the duties of his or her office upon election. If the President ceases to be a Member of the Board, the resulting vacancy shall be filled at the next meeting of the Board held after the vacancy occurs, or at a special meeting of the Board called to fill the vacancy. The President shall preside at and conduct all meetings of the Board. Should the Board President not be available then the highest-level Officer, who is a member of the Board of Directors, shall preside. If that individual is unavailable, then any Director appointed by the President may preside. The Board may appoint other officers as it considers necessary. The duties of the Secretary/Treasurer are set forth in Articles 16 and 17 of this Agreement. The Secretary/Treasurer shall be appointed by the Board of Directors and shall be eligible to serve as Secretary/Treasurer, as provided in the Joint Powers Law.

ARTICLE 11 - EXECUTIVE COMMITTEE

At such time as there are nine Members, the Board shall establish and elect an Executive Committee of the Board which shall consist solely of three (3) Officers consisting of the President, First Vice President, and Secretary/Treasurer, which shall exist thereafter. At such time as there are 11 Members, the Board shall establish and elect an Executive Committee of the Board which shall consist solely of five (5) Officers, with the addition of the Immediate Past President, which shall exist thereafter. Should the Immediate Past President no longer hold elected office then a Member at Large may be appointed by the Board to serve on the Executive Committee. The qualifications of the Member at Large are that they must be an elected or appointed Mayor or Council Member of a Member of the Agency but need not be on the Board of Directors. The terms of office of the Members of the Executive Committee shall be one year. The Executive Committee shall conduct the business of the Agency between meetings of the Board, exercising all those powers as provided for in this Article, or as otherwise delegated to it by the Board.

The Executive Committee, subject to approval by the Board of Directors, shall exercise all powers or duties of the Board relating to the entering, approval and execution of agreements, leases, and other instruments of or relating to the finances of the Joint Powers Agency within the previously

approved annual budget or amended budget. The Executive Committee may have additional powers delegated to it by the Board, except for the adoption of the Agency's annual budget. Any additional powers and duties delegated shall be specified in a Resolution adopted by the Board. The Executive Committee shall obtain approval from the Board before authorizing or conducting any investigations into the business of the Agency and before taking personnel action. These actions must be authorized by a majority vote of the Executive Committee. Each meeting of the Executive Committee shall be called, noticed, held, and conducted in accordance with the Ralph M. Brown Act, Government Code Section 54950 *et seq.*, as amended.

ARTICLE 12 - COMMITTEES

The Board may establish committees, as it deems appropriate to conduct the business of the Agency or it may, in the Bylaws or by resolution, delegate this power to the Executive Committee by Resolution. Members of committees, except as otherwise stated in this Agreement, shall be appointed by the President. Each committee shall have those duties as determined by whichever Agency body created it or as otherwise set forth in the Bylaws. Each committee shall meet on the call of its chairperson and shall report to and be directed by whichever entity created it. No more than one representative from each jurisdiction shall serve on each committee. Membership of any committee may consist in whole or in part of persons who are not members of the Board; provided that the Board may delegate decision-making powers and duties only to a committee, a majority of the members of which are Board Members. Any committee, except the City Selection Committee, in which a majority of the members are not Board Members may function only in an advisory capacity. The Legislative Action Committee shall be a permanent Committee of the Agency chaired by the Second Vice President and whose members shall be appointed by the Agency Members. Should there be no Second Vice President, the Legislative Action Committee shall be chaired by the First Vice President. All standing committees shall abide by the Ralph M. Brown Act, Government Code Section 54950 *et seq.*, as amended.

ARTICLE 13 – CITY SELECTION COMMITTEE

The City Selection Committee is established pursuant to State law and the Agency shall administer the City Selection Committee as follows: The City Selection Committee shall be a permanent committee of the Agency, consisting of the Mayor of each City or Town, consistent with Government Code 50270, as amended. The Agency shall allow all cities in the County to participate in the City Selection Committee, whether or not they are members of the Agency.

ARTICLE 14 – PROFESSIONAL SERVICES

14.1 The Board of Directors may contract with individuals or companies to provide the following services at the pleasure of the Board of Directors:



Agenda Item No: 4

Meeting Date: February 8, 2024

Cities Association of Santa Clara County Joint Powers Agency Agenda Report

To: BOARD OF DIRECTORS

Prepared by: Jannie L. Quinn, Co-General Counsel
Andrew Shen, Co-General Counsel
Shali Sirkay, Executive Director

TOPIC: Transition to JPA
SUBJECT: Action Items for Implementation of JPA

RECOMMENDATIONS/ACTION TO BE TAKEN:

1. **Responsibility for funds, bond, and audit.** (a) Designate the Treasurer as the person responsible for the JPA's funds and property; (b) require the Treasurer to file an official bond and provide direction regarding the amount of the bond, (c) authorize the submittal of an application for the bond and payment for the bond, and (d) authorize the Executive Director to execute an agreement with a Certified Public Accountant to perform an annual audit of the JPA.
2. **Bylaws.** Provide direction for the review and adoption of a process and timeline for the bylaws for the JPA.
3. **Update Professional Services Agreements**
 - A. **Executive Director Agreement.** (a) Approve a Professional Services Agreement with Executive Director Vaishali Sirkay to cover services provided effective February 1, 2024, (b) funding in the amount of \$115,000 for the calendar year and (c) authorize the President to execute this agreement on behalf of the JPA.
 - B. **General Counsel Agreement.** Authorize the President to execute a Professional Services Agreement for Renne Public Law Group on behalf of the JPA.

BACKGROUND:

Last fall, the Cities Association's member agencies approved changing the organizational structure of the Cities Association from an unincorporated association to a Joint Powers Authority ("JPA") governed by the Joint Exercise of Powers Act (Cal. Gov. Code § 6500, et seq.). The Board set February 1, 2024, as the target date to become a JPA, provided the requisite minimum number of members signed the joint powers agreement by that date. Thirteen of the fourteen member agencies signed the agreement by

February 1, 2024, which exceeded the minimum threshold. The last action requested of the unincorporated association was to transfer its assets to the JPA and authorize dissolution of the unincorporated association as soon as the expenses incurred by the entity were paid and any other legally required actions have been completed. In the event this action was taken, the necessary funding has been transferred to the JPA to initiate its operations.

State law requires JPAs to take certain steps related to the handling of their finances. Accordingly, the purpose of this agenda item is to obtain direction from the Board of Directors regarding these state law requirements (designating persons responsible for finances, purchase of bond, and selection of an auditor), and begin the process of establishing the JPA's basic operational needs (insurance, bylaws, and updating contracts with consultants).

Each of the recommended discussion and action items are set forth in this agenda report.

ANALYSIS

1. Responsibility for Funds and Bonds.

A. Treasurer and Auditor

Consistent with California Government Code sections 6505.5-6505.6, Article 17 of the joint powers agreement designates the Secretary/Treasurer of the Executive Committee to perform the Treasurer duties for the JPA. The Treasurer may then designate another individual, such as the Executive Director, to have custody of and disburse funds. Section 16.2 of the joint powers agreement authorizes both the Treasurer and the Executive Director to establish and maintain the funds and accounts of the JPA.

Government Code Section 6505.5(e) addresses financial reporting requirements for joint power authorities. The Treasurer must verify and report in writing on the first day of July, October, January, and April of each year to the JPA and its members the amount of money the Treasurer holds for the JPA, the amount received by the JPA since the Treasurer's last report, and the amount paid out by the JPA since the Treasurer's last report.

Section 16.5 of the Agreement also requires the JPA to contract with a Certified Public Accountant to conduct an annual financial audit that conforms with state law requirements. The audit report shall be provided to each of the members and a copy of the report. Both state law, Government Code Section 6505.5(c), and the JPA, in Section 16.5, require copies of annual audits be provided to the County Auditor.

Estimates have been requested from two CPA firms who have experience working with public entities, including cities in Santa Clara County, Maze and Associates and Krisch & Company, to perform an annual audit. Once these estimates are received, they will be provided to the Board and ultimately the Board is being asked to select one of these two CPA firms to perform the annual audit. Subsequently, a

contract with the selected firm for the annual audit and any related services will be brought to Board for approval.

B. Bond

Government Code section 6505.1 requires the Board to designate the officer(s) responsible for the JPA’s funds or property and shall require such officer(s) to file an official bond in an amount to be fixed by the members of the JPA. Public official bonds serve as a form of insurance that protect government entities from losses if officials fail to comply with legal requirements and such failure results in the loss of public funds. While many governmental positions require public official surety bonds, this requirement is most often imposed on those individuals who have access to public funds. The common practice is that the JPA pays for the bonds on behalf of the individuals to protect the organization.

As discussed above, the JPA authorizes both the Treasurer and the Executive Director to handle the JPA’s funds. Staff requests the Board’s direction and authorization the individuals who should obtain a bond and the amount of the bonds. As to the bond amount, the Board can determine the level of coverage that is appropriate. No specific dollar amount is required. Staff contacted Traveler’s Insurance to provide a quote for the Cities Association. (Staff contacted Traveler’s Insurance because it provides public officials bonds to another local joint powers authority, the Silicon Valley Regional Interoperability Authority.) The bond is valid for one year. Traveler’s Insurance provided the following quotes for an official bond:

\$5,000 Bond	\$350/year
\$10,000 Bond	\$550/year
\$20,000 Bond	\$750/year

Based on the size of the Cities Association, governance model of the organization and the overall low risk profile of the organization, the \$5,000 Bond amount may be appropriate. As the Treasurer and the Executive Director could handle the JPA funds, Staff requests the Board name and direct the Treasurer and the Executive Director to obtain a public official bond. Staff requests the Board’s direction on the amount of the bond and authorization to pay for the public official bonds.

2. Bylaws

Staff seeks the Board’s direction regarding the process to prepare the Bylaws for the JPA. The current Cities Association bylaws would serve as the starting point. A copy of these bylaws is attached to the staff report as Attachment 1. In addition, during the consideration of the JPA, some of the member agencies identified specific items for the Board’s consideration and in some cases made recommendations. A list summarizing the input received from the member agencies for consideration during the Bylaws review process is also being prepared and will be distributed to the Board when it is finalized.

In terms of a process and a timeline, Staff proposes that the bylaws be placed on a future Board meeting agenda for discussion and potential action. For the Board's consideration, Staff presents three potential options:

1. The Board selects a subcommittee, and this body would meet outside of the scheduled board meetings to review the current bylaws, consider recommendations, prepare draft Bylaws, and present them for the Board to review and discuss.
2. The Board could request the Executive Committee to review the current bylaws, consider recommendations, prepare draft Bylaws, and present them for the Board to review and discuss.
3. The entire Board reviews and agrees on the changes to the Bylaws at a future Board meeting(s).

The process and timeline can be modified as desired by the Board. Previously, some Board members had indicated they might want to review the Bylaws with their respective councils and the process could include a designated timeframe for this consultation.

Update Professional Service Agreements

To ensure continuity of services and insure the JPA is a party to these agreements, the JPA should enter into its own agreements for professional services. Two agreements fall into this category related to professional services provided to the Cities Association. The Executive Committee voted to recommend the approval of these agreements.

1. Executive Director. In June of 2022, the Board selected Vaishali ("Shali") Sirkay as an independent contractor to serve as the Acting Executive Director through the end of that calendar year. In October 2022, the Board appointed Vaishali Sirkay as the Interim Executive Director and in February 2023, the Board then appointed Vaishali Sirkay as the Executive Director in February 2023. The Board also extended the term of the professional services agreement to March 31, 2023, and then executed a further amendment extending her term to December 31, 2023. The agreement and amendments are attached to this staff report (Attachment 2). Per the terms of the agreement, it automatically renewed for an additional year until December 31, 2024, on the condition that the funding was approved. The unincorporated association was asked to approve funding for the month of January. As the two organizations are separate legal entities, the new Cities Association JPA entity must enter into its own professional services agreement with Ms. Sirkay, effective February 1, 2024, in an amount not to exceed \$115,000 for the services to be rendered through December 31, 2024. As with the prior agreement, a provision allows the agreement to automatically renew for an additional year until December 31, 2025, if neither party wishes to terminate the agreement, subject to appropriation of the funding for the agreement. All other terms remain the same. It is recommended that the Board authorize the President to execute a professional services agreement for this calendar year and approve the funding in the amount of \$115,000 for these services pursuant to the agreement. The funding source is the funds that have been transferred from the unincorporated association to the JPA.

2. General Counsel. The Legal Services Agreement has also been updated to acknowledge the transition of the Cities Association to a JPA and ensure continuity of General Counsel services by Renne Public Law Group. None of the terms have changed; the proposed agreement would address the same scope of services as the prior version (Attachment 3).

Board approval and authorization to enter into these agreements is being requested.

Update regarding insurance

Bids are currently being obtained from Special District Risk Management Authority, a JPA that provides a full-service risk management program for California's local governments, including comprehensive insurance coverage program to public agencies such as the JPA. Available coverage, cost and eligibility requirements for the program are currently being investigated. A quote has also been requested from an insurance broker. Information regarding both options will be presented to the Board.

Update regarding registration

The Joint Exercise of Powers Act (Gov't Code section 6503.5) requires notice of the agreement and two copies of the agreement to be filed with the Secretary of State within 30 days of the effective date of the agreement to register the JPA with the state. As of the publication of the February 8, 2024, agenda, thirteen of the fourteen member agencies have executed the agreement and returned the signature pages. Once all the member agencies have signed the agreement, the required paperwork will be filed with the state.

Update regarding Complaint Procedure

During the JPA adoption process, the Board requested a complaint procedure or policy manual to be prepared for the organization. Legal Counsel will work on a draft and present to the Board at a future meeting.

FISCAL IMPACT:

These actions include a request to appropriate \$115,000 to fund the professional services agreement for Executive Director services from February 1, 2024 through December 31, 2024.

SUMMARY OF ACTIONS TO BE TAKEN BY THE BOARD:

1. Designate the Treasurer as the person responsible for the JPA's funds and property; (b) require the Treasurer to file an official bond and provide direction regarding the amount of the bond, (c) authorize the submittal of an application for the bond and payment for the bond, and (d) select a Certified Public Accountant and authorize the Executive Director to execute an agreement with the firm to perform an annual audit of the JPA and any related services.
2. Provide direction for the review and adoption of bylaws for the JPA.
3. Approve and authorize professional services agreements to be updated.
 - A. Executive Director Agreement.** (a) Approve a Professional Services Agreement with Executive Director Shali Sirkay to cover services provided effective February 1, 2024, (b)

- approve funding for the agreement in the not to exceed amount of \$115,000 and (c) authorize the President to execute this agreement on behalf of the JPA.
- B. General Counsel Agreement.** Authorize the President to execute a Professional Services Agreement for (a) Renne Public Law Group on behalf of the JPA.

ATTACHMENTS:

- Attachment 1: Bylaws of Unincorporated Association
- Attachment 2: Professional Services Agreement for Executive Director
- Attachment 3: Legal Services Agreement

Attachment 1 to Staff Report for Agenda Item 4

**BYLAWS
Of the
CITIES ASSOCIATION OF SANTA CLARA COUNTY**

October, 2010

ARTICLE I

NAME, PURPOSE AND POWERS

Section 1. Name. The name of this unincorporated association shall be the Cities Association of Santa Clara County, hereinafter referred to as the "Association."

Section 2. Principal Place of Business. The principal place of business of this Association shall be such place within the County of Santa Clara as may be designated from time to time by the Board of Directors of this Association; and if none has been so designated, such place of business shall be the City Hall of the City of which the Association President is a member of the legislative body.

Section 3. Purpose. The purposes and functions of this Association shall be as follows:

- a. To review, study, develop consensus positions, and recommend on issues of interest to Santa Clara County cities;
- b. To develop a common agenda for Santa Clara County cities;
- c. To serve as a unified voice for Santa Clara County cities in relationship to other agencies, organizations, and levels of government, including the Peninsula Division of the League of California Cities;
- d. To serve as the City Selection Committee pursuant to Government Code section 50270 et seq. and make appointments to regional and local bodies as provided by law;
- e. To assist in development of state-wide legislative policy through the structure of the League of California Cities;
- f. To serve as a source of education, information and networking for officials from all cities in Santa Clara County;
- g. To provide a forum for non-city individuals, groups and organizations and the private sector to address items of interest to Santa Clara County cities.

Section 4. Powers. The Association may exercise any lawful power in the furtherance of its purposes as determined by the Board of Directors except that it may not incur any liability binding upon its members nor levy any assessment against its members other than the normal dues established under Article VII of these Bylaws.

ARTICLE II

MEMBERSHIP

Section 1. Membership. Each City in Santa Clara County which is a member of the League of California Cities and which has paid in full the Section dues required under Article VII of these Bylaws shall be a member of the Association.

Section 2. Suspension. Any City which is delinquent in payment of its dues shall automatically be deemed suspended from membership sixty (60) days after the date on which payment is due if the full payment has not been received, and it shall be the duty of the Secretary/Treasurer to promptly notify the City of its delinquency. A suspended member City shall not be permitted to participate in any Association proceedings. A suspended member City shall be restored to full membership upon its payment of the total dues assessment then due and payable in accordance with Article VII, Section 2.

ARTICLE III

BOARD OF DIRECTORS

Section 1. Selection and Tenure. The Board of Directors of this Association shall be composed of a representative from each member city, selected by and from the legislative body thereof. Each Board member shall hold office at the pleasure of his or her City's legislative body, and selection shall be made in such manner as the respective legislative bodies of member Cities may themselves determine.

Section 2. Alternates. The legislative body of a member City may, in its discretion, select from among its members an alternate to represent that City on the Board of Directors and vote in the absence of the member from that City.

Section 3. Notice of Appointment. The legislative body of each member City shall, immediately upon the selection of one of its members as a member of Board of Directors, or as alternate, advise the Association Secretary/Treasurer of such appointment.

Section 4. Ex Officio Members. The Santa Clara County/ Cities Managers' Association, an advisory committee to the Association according to the provisions of Article VI, Section 1(d), and the Santa Clara County Board of Supervisors may each appoint one of its members to serve as an ex officio member of the Board of Directors. The ex officio member may participate in deliberations but shall not participate in voting or in any of the privileges of membership, and shall not be counted for the purpose of determining whether a quorum of the Board is present.

Section 5. Compensation. No member of the Board of Directors, including officers, shall receive any compensation from the Association for his or her services as a member of the

Board. No member of the Board, including officers, shall be entitled to reimbursement from the Association for expenses incurred on Association business unless such reimbursement shall be authorized in advance by the Board of Directors, or unless such reimbursement is authorized and distributed by the member's respective city

Section 6. Duties. It is the responsibility of the members of the Board to report to and solicit comments from their fellow City Council members on major issues and to keep their City Councils informed on the business of the Section.

ARTICLE IV

OFFICERS

Section 1. Officers Designated. The following officers of this Association shall be elected by the Board of Directors: President, First Vice President, Second Vice President and Secretary/Treasurer. Officers shall be selected from Council Members and Mayors of Member Cities.

Section 2. Term of Office.

- a. The regular term of office for all officers shall commence upon election and shall be for a period of one (1) year. No person shall hold the same office for more than two (2) consecutive full terms.
- b. Election of officers shall take place at the first meeting of the Board of Directors and annually thereafter at the regular meeting of the Board of Directors in November.
- c. In the event a vacancy occurs during any officer's term of office, the Board of Directors shall determine whether to fill the unexpired portion of the term at a regular or a special meeting. If such a determination is made, the then presiding officer shall appoint a nominating committee consisting of three (3) Board members which shall present its recommendations for filling the vacancy to the Board of Directors at the earliest practicable time and in accordance with the notice provisions set forth in Article V, Section 2. A person who is appointed to fill the unexpired portion of the term is not rendered ineligible to hold the same office in accordance with the provisions of Article IV, Section 2(a).

Section 3. Duties.

- a. President. It shall be the duty of the President to preside at the meetings of the Board of Directors and to perform such other duties as ordinarily pertains to the office of President of like types of organizations.
- b. Vice Presidents. It shall be the duty of the First and Second Vice Presidents, in that order, to act in the place and stead of the President during the President's absence or inability to act.
- c. Secretary/Treasurer. The Secretary/Treasurer shall review all financial accounts and records to determine that they are in accordance with these Bylaws and the

directions of the Board of Directors. The Secretary/Treasurer shall see that minutes of all Board and Committee meetings are recorded, notice of meetings of the Board are posted, and that all receipts and disbursement of funds by the Association are done in accordance with these Bylaws and the direction of the Board of Directors. The day-to-day operation of the office of Secretary/Treasurer may be delegated to an Executive Director for the Association, which position shall be nonvoting.

Section 4. Executive Director. The Board of Directors may hire an Executive Director who shall hold office until he or she resigns or is removed by the Board of Directors. The Executive Director shall have such duties as may be determined by the Board of Directors.

Section 5. Nominating Committee. A nominating committee consisting of three (3) Board members shall be appointed by the President no later than two (2) meetings before the meeting at which officers for the following year will be elected. At the meeting immediately preceding the meeting for the election of officers, this committee shall present its nominations for officers for the following year. Additional nominations may be made from the floor at the meeting where the election is to be conducted, providing the consent of the nominee has been secured.

ARTICLE V

MEETINGS

Section 1. Schedule and Locations. Regular meetings of the Board of Directors shall be held, at a minimum, every other month at a time and location determined by the Board of Directors. The Board of Directors shall schedule periodic meetings of the general membership, to include all members of legislative bodies of member Cities.

Section 2. Notice and Meetings. The Association is a legislative body for purposes of the Brown Act (Govt. Code 54950 et seq). Notice of the time and place of all regular meetings shall be given in writing by the Secretary/Treasurer or a designee to all members of the Board at least three (3) days prior to the meeting. Such notices may be sent by United States mail, postage prepaid, or by electronic mail, or by the Internet, which shall be determined to be personally delivered. Notice of special meetings shall be given by the Secretary/Treasurer or a designee to all Board members at least one (1) day in advance and in the manner required by Government Code section 54956. The Secretary/Treasurer or designee shall be responsible for preparing and posting agendas of Board meetings three (3) days prior to the meeting and in compliance with Government Code section 54954.2.

Section 3. Quorum. A majority of the members of the Board of Directors shall constitute a quorum to do business at any such regular or special meeting.

Section 4. Voting. The affirmative vote of a majority of the members of the Board of Directors present shall be necessary for the Board of Directors to take action. Each member of the Association shall have one vote.

Section 5. Rules of Order. Subject to the provisions of these By-Laws, the meetings of the Board of Directors shall be governed by Robert's Rules of Order, Newly Revised.

ARTICLE VI

COMMITTEES

Section 1. Standing Committees.

- a. Executive Board. The Executive Board shall act to accomplish, administer and facilitate the goals and the purposes of the Association at the direction of the Board of Directors. The Executive Board shall consist of the officers of this Association; the Immediate Past President, if still a Cities Association member; the Chair of the Legislative Action Committee; and a Director at Large who may be appointed if the Immediate Past President is no longer a Cities Association member. The Director at Large shall be a Cities Association member appointed by the President upon approval of the Board. The Vice Chair of the Legislative Action Committee shall be appointed to serve on the Executive Board in the absence of the Chair of the Legislative Action Committee.
- b. Legislative Action Committee. There shall be a Legislative Action Committee of this Association, which shall have the membership and purpose as follows. The membership of the Legislative Action Committee shall consist of one representative from each City in the County. The representative shall be a City Council Member or the Mayor. Each City shall also appoint an alternate to serve on the Committee in the absence of the representative. The alternate may be a City Council Member or the Mayor. Each City, represented by either the representative or the alternate, shall have one vote. The purpose of the Legislative Action Committee is threefold. First, the Committee would enable the Cities Association to advocate on issues of interest to Santa Clara County cities in an organized, effective manner. Second, the Committee would provide basic legislative information to cities with little or no legislative staff. Third, the Committee would organize emergency responses to urgent issues.
- c. City Selection Committee. The City Selection Committee shall be a Standing Committee of this Association, and shall have the membership and purposes set forth in Government Code sections 50270-50279.4 and which shall be governed by the requirements of such sections. The membership of the City Selection Committee shall consist of the Mayor or Mayor's designee of each City in the County, whether or not any such City is a member of the Section.

Section 2. Liaison Committee.

- a. Santa Clara County/City Managers' Association. The Santa Clara County City/County Managers' Association shall serve as an advisory committee to the Association. The Santa Clara County/City Managers' Association may choose an ex officio representative to the Board of Directors.

Section 3. Other Committees Authorized.

- a. A nominating committee will be appointed as required and in accordance with the provisions of Article IV.

- b. The President, with the consent and approval of the Board of Directors, may appoint such committees as may be necessary from time to time, and designate the chair and the purpose of each such committee. Any elected individual of any member City shall be eligible to serve upon any such committee.

Section 4. Quorum. The quorum for each committee except the City Selection Committee shall be determined by the Board at such time as the committee is created. A quorum for the City Selection Committee shall be eight (8) members. The majority vote for the City Selection Committee (8) is required to appoint representatives to boards, commissions, or agencies. Whenever a quorum is not present, the meeting shall be adjourned or postponed to a subsequent time and place as determined by the Chair.

ARTICLE VII

FINANCES

Section 1. Budget. On or before April 15 of each calendar year, the Board of Directors shall approve a preliminary budget for the Association for the fiscal year commencing with July 1 of the same calendar year. The Board of Directors shall adopt a final budget no later than June 15 of each year. A copy of the preliminary budget when approved and a copy of the final budget when adopted shall be transmitted to each Member City.

Section 2. Dues. Each Member City shall pay to this Association annual dues in accordance with a dues schedule adopted by the Board of Directors on or before June 1 of each year. Dues shall be for the fiscal year commencing July 1 and shall be an amount for each member City based upon the approved budget. The full amount shall be due and payable before July 1 of each year. Any City becoming a member of this Association during a fiscal year shall pay the full dues for that year prior to exercising any rights of membership. The dues schedule shall be revised every three (3) to four (4) years.

Section 3. Funds. All funds received by the Association from the membership or any other source shall be deposited in a financial institution or institutions determined by the Secretary/Treasurer and disbursed only by check signed by any persons designated by the Board of Directors as signers on the account including the Executive Director, the Secretary/Treasurer and the President. There shall be a Reserve of funds to cover six (6) to nine (9) months of operating expenses to ensure financial stability of the Association. The dues schedule shall be revised as such.

Section 4. Accounting. Every two (2) to three (3) years, an audit of the Association's finances shall be completed and copies thereof shall be filed with the Board of Directors. Annually, a complete written account of all receipts and disbursements during the previous year, showing the opening and closing balances shall be prepared by the Secretary/Treasurer or a designee. Copies thereof shall be filed with the Board of Directors. Monthly, bank and reconciliation statements shall be reviewed by the Secretary/Treasurer and initialized as such. Monthly reports of accounting and investments shall be prepared and filed with the Board of Directors by the Secretary/Treasurer or a designee.

ARTICLE VIII

ADOPTION AND AMENDMENTS

Section 1. Adoption. These Bylaws shall become effective upon the affirmative vote of the legislative bodies of two-thirds of the cities in Santa Clara County.

Section 2. Amendments. These Bylaws may be amended only in the following manner: Proposed amendments shall be submitted in writing to the Board of Directors for approval, and if approved, shall thereafter be submitted in writing to each Member City of the Association at least thirty (30) days before action thereon is required by the membership. An affirmative vote of two-thirds of the legislative bodies of the member Cities shall be required for approval.

Attachment 2 to Staff Report for Agenda Item 4

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

This AGREEMENT is made and entered into this 9th day of February 2024, by and between the CITIES ASSOCIATION OF SANTA CLARA COUNTY JOINT POWERS AGENCY, (“CASCC JPA”), and VAISHALI SIRKAY, an individual (“CONSULTANT”).

RECITALS

The following recitals are a substantive portion of this AGREEMENT:

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

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

THE PARTIES HEREBY AGREE AS FOLLOWS:

SECTION 1. SCOPE OF SERVICES.

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

SECTION 2. TERM OF AGREEMENT.

The term of this AGREEMENT shall be from February 1, 2024, to December 31, 2024, 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 One Hundred and Fifteen Thousand Dollars (\$115,000.00). The rate and schedule of payment is set out in EXHIBIT C, entitled “COMPENSATION.” which is attached hereto and incorporated herein. This Agreement shall automatically renew for an additional one (1) year period unless either party provides a thirty-

day written notice of intent to terminate to the other prior to the termination of this Agreement and if the Board of Directors approves the increase to the not to exceed amount in this Amendment to cover the additional year of compensation. The compensation shall average \$10,000 per month for the 2024 calendar year.

SECTION 4. METHOD OF PAYMENT.

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

SECTION 5. INDEPENDENT CONTRACTOR.

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

SECTION 6. LIMITATIONS UPON SUBCONTRACTING AND ASSIGNMENT.

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

SECTION 7. INDEMNIFICATION.

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

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

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

SECTION 8. NONDISCRIMINATION.

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

SECTION 9. TERMINATION.

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

SECTION 10. GOVERNING LAW.

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

SECTION 11. COMPLIANCE WITH LAWS.

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

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

SECTION 12. CONFIDENTIAL INFORMATION.

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

SECTION 13. OWNERSHIP OF MATERIALS.

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

SECTION 14. WAIVER.

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

SECTION 15. THE CONSULTANT'S BOOKS AND RECORDS.

The CONSULTANT shall maintain all documents and records which demonstrate

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

SECTION 16. CONFLICT OF INTEREST.

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

SECTION 17. NOTICES.

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

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

Copy to:

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

To the CONSULTANT: Vaishali Sirkay
 Address: 644 Jay St, Los Altos, CA 94022
 Phone: +I 408 455 4154
 shalisirkay@gmail.com

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

SECTION 18. INSURANCE.

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

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

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

SECTION 20. TIME IS OF THE ESSENCE

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

SECTION 21. CASCC JPA TO EXECUTE.

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

SECTION 22. QUALIFICATIONS/STANDARD OF CARE.

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

//

//

//

//

//

//

SECTION 23. PRIOR AGREEMENTS AND AMENDMENTS.

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

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

APPROVED AS TO FORM:

CITIES ASSOCIATION OF SANTA CLARA COUNTY JOINT POWERS AGENCY

“CASCC JPA”

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

By: _____
Neysa Fligor, President

Date:

VAISHALI “SHALI” SIRK.AY
“CONSULTANT”

By: _____
Vaishali “Shali” Sirkay

Date: _____

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

EXHIBIT A

SCOPE OF SERVICES

EXECUTIVE DIRECTOR

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

SECTION 1. GENERAL.

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

SECTION 2. BASIC SERVICES.

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

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

EXHIBIT B
COMPENSATION

All services shall be compensated on an hourly basis at the rate of Dollars One Hundred Dollars (\$100.00) per hour. Reimbursable expenses shall be limited to those expense which are required for the CASCC JPA's ongoing operations.

The maximum amount of compensation to be paid to CONSULTANT under this AGREEMENT, including both payment for professional services and any expenses incurred shall not exceed One Hundred and Fifteen Thousand Dollars (**\$115,000.00**). Any hours worked for which payment would result in a total exceeding the maximum amount of compensation set forth herein shall be at no cost to CASCC JPA.

EXHIBIT C

INSURANCE REQUIREMENTS

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

A. Automobile Policy

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

B. Comprehensive General Liability Policy

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

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

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

C. Workers' Compensation and Employers' Liability Policy

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

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

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

Signature:

Vaishali Sirkay

February 8, 2024

Via Email – margaret.abe-koga@mountainview.gov

Hon. Neysa Fligor
President, Board of Directors
Cities Association of Santa Clara County Joint Powers Agency
PO Box 3144
Los Altos, CA 94024

Re: Legal Services Agreement – Cities Association of Santa Clara County Joint Powers Agency

Dear President Fligor,

Thank you for retaining Renne Public Law Group, LLP (“RPLG”) to provide legal services to the Cities Association of Santa Clara County Joint Powers Agency (“Cities Association”). We appreciate the opportunity to serve as your lawyers and look forward to working with you on this matter.

This Legal Services Agreement (“Agreement”) sets forth our agreement concerning the legal services we will provide and our fee and expense reimbursement arrangements for those services. Please read the entire Agreement before signing and returning it to us.

1. Scope of Engagement. We agree to provide General Counsel Legal Services to the Cities Association as may be requested orally or in writing, by the Executive Director or Board of Directors. Such General Counsel Legal Services include:

- a.** Providing clear, concise and timely legal advice and consultation to the satisfaction of the Cities Association.
- b.** Attending all Board of Directors meetings, Executive Board meetings, and any other additional meetings as requested by the Board President. The General Counsel is expected to be available to attend meetings remotely or in person, when required by law, or requested by the Board President. During such meetings, providing legal advice and opinions to the Boards and/or Executive Director on matters on the agenda, as well as procedural and/or substantive issues that may arise during these meetings.
- c.** Providing guidance concerning requirements of the Brown Act, Conflicts of Interest, the Political Reform Act, the Public Records Act, CEQA, tort liability and risk.
- d.** Providing General Counsel representation and advice to the Executive Director.

- e. Preparing, reviewing, and approving resolutions, contracts, agreements, staff reports, policies and procedures, and other legal documents relating to Cities Association business.
- f. Providing advice and counsel regarding provisions of the California and Federal Constitutions, statutes, decisions, ordinances, regulations and appropriate legal issues as they arise.
- g. Assisting in the negotiation and adoption of a Joint Powers Agreement to formalize the Cities Association as a Joint Powers Authority.
- h. Providing advice and counsel related to the Board of Directors on personnel issues requiring legal attention.
- i. Providing written legal opinions on various subjects as needed, including risk and liability exposure issues, when requested by a majority of the Board of Directors
- j. Assisting the Board of Directors, Executive Board and Executive Director in continuing to identify feasible options toward implementing and achieving the goals, policies, and objectives of the Board of Directors.
- k. Reviewing and/or preparing policies to: ensure compliance/consistency with the Cities Association Bylaws or organizational documents, current policies, applicable federal, state and local law and regulations. These documents may include but are not limited to Board resolutions and meeting minutes, purchase orders, lease agreements, policies, employment applications/forms and Cities Association forms and notices.
- l. Representing the Cities Association in litigation, including administrative and court proceedings following specific authorization by the Board of Directors.
- m. Performing any additional tasks as deemed necessary by Cities Association.

When we agree to provide legal services in discrete matters beyond the scope of these General Counsel Legal Services, we will confirm the engagement in writing and bill separately for such services. This engagement also permits the Cities Association to elect to utilize professional services provided by RPLG's affiliates, Renne Public Law Group ("RPMG") and Renne Public Policy Group ("RPPG") attendant or related to the RPLG's provision of the General Counsel Legal Services identified above.

Legal Services for the Cities Association requested by other staff or members (including designees or alternates) may be provided with the consent of the Executive Director or President of the Board of Directors.

2. Fees and Personnel. For calendar year 2024, our hourly fee will be \$340. Thereafter, our rates will generally increase annually on January 1 by the greater of 5% or the relevant local CPI increase over the prior 12-month period, rounded to the nearest \$5.

Jannie Quinn and I will be the attorneys in charge of your matter. However, this agreement retains the legal services of our law firm, or our affiliates RPMG and RPPG, and not of a particular attorney or professional (including but limited to consultants, human resources professionals, analysts, paralegals, and legal assistants).

RPLG also agrees that Jannie Quinn and Andrew Shen will share the responsibility of attending both Board of Directors and Executive Board meetings and if Jannie Quinn and Andrew Shen both attend the same Cities Association meeting, RPLG will not bill the Cities Association for both attorneys' time. After the Cities Association's approval of this Agreement, Jannie Quinn will attend the two following Executive Board meetings with Andrew Shen.

If the Cities Association requires legal assistance beyond the scope of General Counsel Legal Services, RPLG will utilize the hourly rates for those individuals. (*See* Attachment A.) We will consult with either the Executive Director or the President of the Board of Directors before engaging other personnel at these rates and confirm the engagement in writing.

In the unlikely event of a dispute over fees, the parties agree that the dispute will be submitted to arbitration pursuant to the State Bar's Mandatory Fee Arbitration Program.

3. Billing and Payment Responsibilities. We will send monthly statements which are due within 30 days of receipt. If you have any questions about an invoice, please promptly telephone or write me so that we may discuss these matters. Billing is done in 1/10ths of an hour increments.

We normally charge an administrative fee of 5% to cover overhead expenses such as photocopying, phone calls or computer-assisted research. The Firm charges separately for disbursements to third parties made on the client's behalf. Such costs and disbursements include, for example, the following: travel-related expenses, transcription, overnight delivery, and messenger services.

We bill for travel time, but RPLG will seek to maximize remote attendance options for Board meetings (e.g., zoom) to limit those travel costs.

Our Statement of Fee and Billing Information, which sets forth the details of our disbursement and expense policy, is attached as Attachment B.

4. Termination of Services. You may terminate RPLG's services at any time by written notice. After receiving such notice, we will cease providing services. We will cooperate with you in the orderly transfer of all related files and records to your new counsel.

RPLG may terminate its services for any reason upon reasonable written notice, consistent with the Rules of Professional Responsibility. If we terminate our services, you agree to execute a substitution of attorneys promptly and otherwise cooperate in effecting that termination.

Termination of our services, whether by you or by us, will not relieve the obligation to pay for services rendered and costs incurred before our services formally ceased.

5. No Guarantee of Outcome. Any comments made by us about the potential outcome of this matter are expressions of opinion only and are not guarantees or promises about any outcome or results.

6. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California as applicable.

7. Entire Agreement; Full Understanding; Modifications in Writing. This letter contains our entire agreement about our representation. Any modifications or additions to this Agreement must be made in writing.

8. Joint Representation. Our firm maintains Of Counsel agreements with certain legal specialists. Because these individuals are deemed independent contractors under the applicable provisions of the tax laws and not employees of the firm, it is necessary that you consent to dual representation by the firm and the specialist in the event the matter which you have engaged us to handle requires the use of that specialist. This arrangement has no effect whatsoever on the cost of your legal services, rather it is an ethical requirement that we disclose this fact and that you consent. You are consenting by signing this letter.

9. Indemnification. RPLG shall indemnify, defend, and hold harmless the Cities Association, its officers, agents and employees from any claim, liability, loss, injury or damage arising out of the performance of this Agreement by RPLG, due to the negligent or willful acts of RPLG's officers, agents, employees or sub-contractors, excepting only loss, injury or damage caused by the sole negligence or willful misconduct of personnel employed by the Cities Association. RPLG shall reimburse the Cities Association for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which RPLG contests its obligation to indemnify, defend and/or hold harmless the Cities Association under this Agreement and does not prevail in that contest.

Very truly yours,

Andrew Shen

Attachments: Public Sector Fee Schedule; Statement of Fee and Billing Information

cc: RPLG Billing Department

These terms are accepted and agreed to as of the date of this letter.

By: _____
Print Name: Jonathan Holtzman
Title: Managing Partner, RPLG

By: _____
Print Name: Hon. Neysa Fligor
Title: President, Board of Directors, Cities Association

ATTACHMENT A

PUBLIC SECTOR FEE SCHEDULE Effective January 1, 2024 to December 31, 2024

Partners:	\$435 - \$550
Of Counsel & Sr. Counsel:	\$340 - \$500
Associates:	\$295 - \$365
Law Clerks:	\$195 - \$295
Paralegals & Sr. Analysts:	\$225 - \$265
Analysts & Legal Assistants:	\$140 - \$225
Consultants:	\$175 - \$475

Our rates adjust by the greater of 5% or the relevant local CPI increase over the prior 6-month period, rounded to the nearest \$5.

ATTACHMENT B

STATEMENT OF FEE AND BILLING INFORMATION

The following is a general description of our fee and billing policies. These general policies may be modified by the specific engagement letter or agreement to which this summary is attached.

Professional Fees. Our fees for professional services are based on the fair value of the services rendered. To help us determine the value of our services, our attorneys and paralegals maintain time records for each client and matter. Our attorneys and paralegals are assigned hourly rates which are based on years of experience, specialization, training and level of professional attainment. We adjust our rates periodically (usually at the beginning of each year) to take into account inflation and the increased experience of our professional personnel.

To keep professional fees at a minimum, legal work that does not require more experienced attorneys will be performed, where feasible, by attorneys with lower billing rates. Of course, the quality of the work is paramount, and we do not sacrifice quality to economy.

Before undertaking a particular assignment, we will, if requested, provide you with a fee estimate to the extent possible. Estimates are not possible for some matters, however, and cannot be relied on in many others because the scope of our work will not be clear at the outset. When a fee estimate is given, it is only an estimate; it is not a maximum or minimum fee quotation. The actual fee may be more or less than the quoted estimate.

Billing and Payment Procedures. Unless other arrangements are made at the time of the engagement, invoices will be sent monthly. Invoices for outside services exceeding \$100 may be billed separately. Occasionally, however, we may defer billing for a given month or months if the accrued fees and costs do not warrant current billing or if other circumstances would make it appropriate to defer billing.

Our invoices contain a brief narrative description of the work performed; if requested, the initials of the attorney who performed the work will appear on the statement. The invoice will include a line item reflecting in-house administrative costs. The firm's in-house administrative costs include duplicating, facsimile charges, telephone charges, e-mail, postage, mileage and other administrative expenses.

We normally charge an administrative fee of 5% to cover overhead expenses such as photocopying, phone calls or computer-assisted research. The Firm charges separately for disbursements to third parties made on the client's behalf. Such costs and disbursements include, for example, the following: travel-related expenses, transcription, overnight delivery, and messenger services.

If you have any questions regarding an invoice, the Operations Manager is available to answer your questions. For any unresolved matters, the Bar Association has an arbitration mechanism that can be used to resolve such matters.



Agenda Item No: 5

Meeting Date: February 8, 2024

Cities Association of Santa Clara County Joint Powers Agency Agenda Report

To: BOARD OF DIRECTORS

Prepared by: Shali Sirkay, Executive Director

SUBJECT: Request to Serve as Fiscal Agent for Community Planning Collaborative Nexus Study: Discussion and Potential Action

RECOMMENDATIONS/ACTION TO BE TAKEN:

1. The Executive Board recommends that the Cities Association decline to undertake the role of fiscal sponsor for the Nexus Study

BACKGROUND:

(Note: there are 2 entities with very similar names that may cause some confusion. The consulting firm that has provided technical assistance to cities' staff on the Housing Element is called Community Planning Collaborative. The 15 cities coming together to work on their Housing Elements with support from the technical assistance consultants is called the Planning Collaborative. This staff report refers to the consulting firm)

The Cities Association of Santa Clara County (CASCC) previously had a contract with Community Planning Collaborative (CPC, formerly Baird and Driskell) to provide technical assistance to city staff from all 15 cities in Santa Clara County as the cities work through their Housing Element. Funding for CPC's services came from the Association of Bay Area Governments (ABAG) through its Regional Early Action Planning (REAP) grant. The contract with CPC has now expired since the current REAP funding has ended/been exhausted. Though this initial round of grant funding is completed, city staff from several cities are interested in working further with CPC on projects related to their Housing Elements.

Given this interest, CPC has put together a proposal for a set of inclusionary and commercial linkage fee studies for several jurisdictions in Santa Clara County (see attached Request for Proposal), a project informally referred to as the nexus study. The nexus study is independent of the REAP-funded technical

assistance program; thus, no REAP fund money will/can be used for the nexus study. *Should future REAP funding become available, those grant funds will not be used to pay for the nexus study.*

Seven jurisdictions have expressed interest in participating in this project: Gilroy, Los Altos Hills, Los Gatos, Mountain View, Santa Clara (city), Saratoga and Sunnyvale. However, final commitments from cities will come after all proposals received have been evaluated by CPC and one consulting firm (consultants) is selected to conduct the studies. There is also a cost to each city to participate in the nexus study. The contribution per city has not been determined yet. It is CASCC staff's understanding that cities participating collectively in the nexus study would be more cost effective than each city undertaking the studies itself.

PROJECT FUNDING AND CONTRACTS

- The Silicon Valley Community Foundation (SVCF) holds the contract with CPC and is thus paying for CPC staff time to work on the nexus study and manage the nexus study project.
- The cities who are taking part in the study will also pay their contribution towards the cost of the consultants who will perform the studies.
- A fiscal agent is proposed who can enter into a contract with the consultants- the consultants will conduct the studies with the cities (CPC does not hold the contract with the consultants). Thus, the fiscal agent is responsible for monitoring the contract with the consultants.
- The cities will individually contract with or sign memoranda of understanding (MOUs) with the fiscal agent and/or consultants.

REQUEST FROM CPC

CPC is asking whether CASCC will serve as the fiscal agent for the nexus study project. This would mean that CASCC will be responsible for collecting, holding and disbursing all funds to the consultants for this project and monitoring the contract with the consultants. No additional funds are allocated for CASCC staff's time to undertake these tasks and responsibilities.

ANALYSIS

At the January 18, 2024 Board of Directors meeting, the CASCC Board of Directors identified 5 priority areas around which to focus their work in 2024 (Public Safety, Mental Health, Sustainability and Resiliency, Older Adults, and Housing and Homelessness). While it may seem that the nexus study could come under Housing and Homelessness, based on staff's understanding of the Board discussion on January 18, 2024, the intent for the Housing and Homelessness priority area was to address this issue through more direct action items.

FINANCIAL IMPACT

The Executive Board was presented with this request and is bringing it to the full board for its consideration and a response to the request. The Executive Board is not recommending CASCC serve as the fiscal agent based on the following concerns:

1. At this point, not knowing how many cities will take part in the nexus study, it is unknown how much CASCC staff time will be needed to serve as the fiscal agent for the nexus study or the impact it could have on CASCC resources.
2. It is also unknown how CASCC will be compensated for time spent on the nexus study.
3. While member agencies may choose to participate in the nexus study, it is not a specific CASCC work item.

OTHER OPTIONS FOR CPC

CASCC was approached with the request to serve as fiscal agent because of its relationship to CPC. However, CPC likely has other options it could explore. For example, a jurisdiction involved in the nexus study could undertake the role of fiscal sponsor, or CPC may approach SVCF with this request.

ATTACHMENTS:

Attachment: Request for Proposal for Inclusionary and Commercial Linkage Fee Studies (nexus study)



Santa Clara County Planning Collaborative RFP for Inclusionary and Commercial Linkage Fee Studies

Issued: November 3, 2023

Due: December 5, 2023, 5 pm

Question and Answer Session (Zoom): December 14, 2023, 10:30-11:30 am

Project Background:

Several cities in Santa Clara are interested in creating or updating their inclusionary requirements and commercial (affordable housing) linkage fees. For some, these requirements may be new, and others are ready for an updated feasibility study. A few jurisdictions are interested in a nexus study for impact fees that would apply to small projects (fewer than 10 units).

The below table summarizes the anticipated needs of the participating jurisdictions:

	Residential Nexus Study (Projects <10 units)	Residential Feasibility Study	Commercial Nexus Study	Commercial Feasibility Study
Gilroy			X	X
Los Altos Hills	X	X		
Los Gatos		X	X	X
Mountain View			X	X
Santa Clara (city)	X	X	X	X
Saratoga	X	X		
Sunnyvale		X		
TOTAL JURISDICTIONS	3	5	4	4

These jurisdictions have indicated strong interest, but they will make their final commitments after proposals have been received, so please include language on how your pricing would adjust accordingly.

This project is being coordinated by the Santa Clara County Planning Collaborative (SCCPC), a multicity housing collaborative staffed by Community Planning Collaborative (CPC), formerly known as Baird + Driskell Community Planning. We have considerable experience coordinating projects like this and strong working relationships with all the cities. CPC will contract separately with the Cities Association of Santa Clara County (SCCPC’s fiscal sponsor) or jurisdictions for its project coordination scope. Under this separate contract CPC may provide additional analysis to help guide jurisdictions' decision-making in setting their requirements.

On a general level, CPC will convene cities, ensure jurisdiction data is provided and provide a single point of contact, with authority to make decisions when appropriate.



Project Deliverables

We welcome suggestions on how to improve this scope of work.

The proposed deliverables (and to be finalized early in the scoping process) would include:

RESIDENTIAL NEXUS STUDY

Individual nexus studies for each interested jurisdiction. It is understood that the different city reports will be similar, only edited as needed. Appendices can be the same for all reports.

- One prototype to be studied (single-family/small multifamily with less than 10 units)

RESIDENTIAL FEASIBILITY STUDIES

Semi-customized, feasibility report for each jurisdiction. It is understood that the different city reports will be similar, only edited as needed. Appendices can be the same for all reports.

- Simple sensitivity analysis for feasibility
 - Comparing how changes in rent would affect feasibility (e.g., a statement that an X% increase in rent would balance out the new requirements if construction cost stayed the same)
- We propose that jurisdictions may choose up to 5 of several standardized prototypes, to be finalized with the selected consultant. This may range from single-family (ownership) to attached townhomes (ownership) to low-, mid- and high-rise multifamily (rental or ownership options TBD).
- Limited affordability/income level alternatives (e.g., studying no more than 4 AMI categories)
- Some data must be customized for each city (land prices, rents, fees)
- Include cost of affordability requirements as a percent of total development cost
- Customized inclusionary requirement recommendations based on each jurisdiction's goals and needs, etc.
 - It is not expected that the consultant will conduct a full analysis of the inclusionary program recommending large scale changes or improvements. Rather, you should understand a limited number of parameters (e.g., if the jurisdiction wants fees or units) and make recommendations about set aside levels (e.g., 10% of units), affordability levels (e.g. 70% of AMI) and impact fee levels.
 - CPC will provide additional support under separate contract with the jurisdictions to refine requirements.
 - **OPTIONAL TASK:** Recommend corresponding in-lieu fee levels for jurisdictions who choose this option.



COMMERCIAL NEXUS AND FEASIBILITY STUDIES

Conduct a commercial nexus and feasibility study with individual reports for each jurisdiction

- 5 prototypes
 - Office
 - Industrial
 - Life science/R&D
 - Retail
 - Hotel
- Appendices can be the same for all reports
- Customized requirement fee-level recommendations based on each jurisdiction's goals and needs, etc.
 - Will not ask for fine-grained recommendations from consultant. CPC will provide additional support under separate contract with the jurisdictions to refine requirements.

Proposed Process

Below is a suggested process. We welcome suggestions on improvements in your proposal.

After conducting an initial group meeting and completing research, the consultant will deliver a sample report for one city. CPC (on behalf of the Planning Collaborative) will collect and consolidate comments from all six jurisdictions on that one report. The consultant will then produce a final version of the reports for each jurisdiction.

1. Group Kick-off Meeting (logistics and scheduling for all meetings handled by CPC) (Can be in-person or virtual)
2. 1:1 Meeting with each jurisdiction (and CPC) to understand jurisdiction-specific goals and needs (Can be virtual). CPC can schedule.
3. Research and data gathering - Consultant will conduct all necessary research to make educated requirement/fee recommendations. CPC is available to assist in collection of all needed data from cities if helpful.
 - Developer stakeholder meeting – Consultant will organize and facilitate. Meeting should include developers of rental and ownership housing.
 - Meeting with housing advocates and the public – Consultant will organize and facilitate
4. Prepare draft suite of reports – Prepare draft reports summarizing methodology, findings and recommendations for one city. This will serve as a model for cities to provide comments before the consultant produces the remaining reports. After receiving comments on one model report, prepare draft reports including recommendations for all cities.
5. Group Meeting to discuss results – Present draft report and recommendations meeting.
6. 1:1 meeting with each jurisdiction to present jurisdiction-specific recommendations.
7. Revise as necessary and complete final reports.



Logistics

- CPC will coordinate all logistics including arranging meetings and phone calls if desired.
- CPC will also supply requirements/fee levels from surrounding jurisdictions.
- Cities will be responsible for supplying necessary background information as identified by consultant (e.g., recent commercial developments, fees, etc.)
- The chosen consultant will sign a contract with the Cities Association of Santa Clara County.
- CPC will have authority to sign off on all products and will be the sole point of contact to direct the Cities Association/fiscal sponsor to release payment.

OPTIONAL TASKS

- Please include the cost to attend public hearings (on a cost per hearing basis).
- Please include a cost for additional 1:1 meetings at a jurisdiction's request

To Apply

Please send a short scope of work, budget and timeline, qualifications and 3 references to Shali Sirkay at the Cities Association (shali@citiesassociation.org) with a copy to Kristy Wang at Community Planning Collaborative (wang@planningcollaborative.com) by 5 pm on December 5, 2023. It is not necessary to graphically design your proposal. A concise Word document is fine.

Please direct questions to Kristy Wang at the above address or 415.425.8460.

APPLICATION

We recommend the following sections:

1. **Cover letter:** Please include a cover letter with a brief introduction, a summary of the general approach to the scope of work, any suggested modifications to the scope of work, and any other information that you would like to highlight.
2. **Qualifications and Relevant Experience:** Describe your firm's experience and qualifications. Include a list of some jurisdictions for which you have provided similar services. Provide the web address to representative ordinances or policies.
3. **Key Personnel:** Describe your team's capacity for providing these services, including the approximate number of supporting staff. Provide a resume for the project manager, main point of contact, and other key staff who will be involved in the project.
4. **Approach/Scope:** Describe the approach and methodology your firm will use to complete the above deliverables and confirm your proposed process. Feel free to suggest alternatives and improvements to the process described above.



- **REQUIRED:** Please describe how your team will address the challenge of assessing feasibility at this volatile time in the market. Since jurisdictions will want to set requirements that will function effectively over the next several years, please describe your approach to adjusting for changing market conditions.
 - Proposals must meet the requirements of AB 1505 (2017) and Government Code Section 65850.01.
- 5. Budget:** Submit a summary and breakdown of costs associated with the scope of work, including
- Not-to-exceed amount (exclusive of optional services)
 - Cost breakdown for each task
 - Estimates of personnel time allotted for each task
 - Hourly rates for staff
 - 10% contingency
 - Costs for any optional tasks or additional services offered or recommended
- 6. Schedule:** Include a timeline for project deliverables. The project schedule should include the proposed work plan, the step-by-step breakdown of the tasks to be carried out, and the proposed timeframe in which specific tasks and major milestones will be completed. **Please reference the above Proposed Process milestones and deliverables in your schedule.**
- 7. References:** Include the name, address, phone number, and email for three (3) references for which you performed similar work.

Please break down the pricing so that jurisdictions can understand their share of the cost and potentially opt out.

SELECTION CRITERIA

We intend to use the following selection criteria:

1. Experience and qualifications
2. Approach/Methodology
3. Cost
4. Timeline

Note there is some flexibility, but some jurisdictions would like the studies to be completed in mid-2024. We are hoping this is a ~9 month project, shorter if possible.

ACTION	TARGET DATE
RFP distributed	Friday, November 3, 2023
Optional Q&A for interested consultants	Tuesday, November 14, 2023, 10:30 am
Deadline to respond	Tuesday, December 5, 2023, 5 pm
Virtual interviews (if needed)	Weeks of December 11/18
Preliminary selection	Week of December 18
Negotiate and sign contract	January 2024
Begin work	January 2024



An optional Q&A session for interested consultants will be held on Zoom at 10:30 am on Tuesday, November 14 at

<https://us06web.zoom.us/j/5128092635?pwd=VUNneUtlRm5adHI2RGowbTNITFI5Zz09>.

There may be interviews or consultant may be hired based on application alone. Consultant selection will be made jointly by the participating jurisdictions.

Additional Provisions

Prospective consultants shall not contact jurisdiction officers or employees with questions or suggestions regarding this solicitation except through the primary contact person listed above. Any unauthorized contact may be considered undue pressure and cause for disqualification of the consultant.

The client reserves the right to reject any and all proposals submitted. The client also reserves the right to waive or not waive any informalities or irregularities in proposal responses.

The client reserves the right to cancel award of this contract at any time before execution of the contract by both parties if cancellation is deemed to be in the client's best interest. In no event shall the client have any liability for the cancellation of award.

Proposals must remain valid for at least 90 days. Proposals must be signed by a representative authorized to bind the consultant.

All proposals submitted are the property of the client and are public records. All documents received by the client are subject to public disclosure after the client selects a consultant.

The client is not liable for any cost incurred by consultants prior to execution of a contract.

CITIES ASSOCIATION OF SANTA CLARA COUNTY JOINT POWERS AGENCY

FEBRUARY 8, 2024 BOARD OF DIRECTORS MEETING

AGENDA ITEM 4: JPA Action Items

ATTACHMENT REGARDING CERTIFIED PUBLIC ACCOUNTANT (“CPA”)

Section 1A of the Analysis Section “Responsibility for Funds and Bonds. Treasurer and Auditor” regarding the selection of the CPA, has been revised as follows:

The following firms were contacted and asked to submit an estimate of the cost of conducting an annual audit and any related services, pursuant to California Government Code section 6505 (b)), based on the annual budget of the organization, the size of the organization and the types of activities the organization conducts annually:

-Maze & Associates

-Price, Paige & Company

-Cropper Accountancy Corporation

-Krisch & Company

-Novogradac & Company LLP

-Chavan & Associates LLP

Two firms submitted estimates prior to the February 8, 2024, Cities Association of Santa Clara County Board Meeting, with the reservation that the final quote would be based on review of the organization’s budget and related items:

- Cropper Accountancy Corporation: \$7500 - \$8,000

-Novogradac & Company LLP: \$8,000 - \$10,000

Additionally, Chavan & Associates LLP indicated that its minimum fee for an audit is \$12,500, although sometimes they will make exceptions. They would need more information about the organization to provide a specific estimate.

REQUESTED ACTION(S):

In the event that a CPA is needed to review or advise on the JPA’s budget or budgeting process prior to the next Board meeting, the following requests of the Board are being made:

1. Provide feedback on the CPA firms and any additional CPAs.
2. Delegate authority to the President of the Cities Association of Santa Clara County to:
 - a. select a CPA to perform the annual audit and any related services based on any criteria or guidance provided by the Board; and
 - b. negotiate and execute an agreement on behalf of the Cities Association with the selected CPA for an amount that is comparable to the estimates provided above.
3. Report back to the Board at the next Board meeting on the selected CPA and agreement.