



**REGULAR MEETING
Board of Directors**

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

**FEBRUARY 8, 2024
7:00 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/85027902202?pwd=aUxZTFNUeC9vcjQ2ckMwUjZ1RThxQT09>
Passcode: 868612
 - *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 Agenda (Fligor)
 - a. Approve Minutes from Board of Directors Meeting on January 18, 2024
 - b. Approve December 2023 Financial Report
2. Resolution to Dissolve Current Unincorporated Cities Association of Santa Clara County Entity:
Action (Fligor)
3. Authorize funding to extend the term of the Professional Services Agreement between the Cities Association and Executive Director Vaishali Sirkay (Fligor)

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.



**REGULAR MEETING
Board of Directors**

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

**JANUARY 18, 2024
7:00 PM**

Agenda in Black/Minutes in Red

Meeting Information:

- Board meetings are open to the public at the location shown above.
- Members of the public register for Zoom webinar:

https://us02web.zoom.us/webinar/register/WN_OtR6KHjaTW66G-7XX3V3rw

After registering, you will receive a confirmation email containing information about joining the webinar.

- 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)

Meeting called to order at 7:08 PM

ROLL CALL (Sirkay)

Board Members Present (10):

Campbell	Anne Bybee
Cupertino	Sheila Mohan
Los Altos	Neysa Fligor
Los Gatos	Matthew Hudes
Monte Sereno	Javed Ellahie
Morgan Hill	Mark Turner
Mountain View	Margaret Abe-Koga
Santa Clara	Kathy Watanabe
Saratoga	Tina Walia
Sunnyvale	Larry Klein

Board Members Absent (4):

Los Altos Hills	Stanley Mok
Milpitas	Carmen Montano
Palo Alto	Greer Stone
San Jose	Rosemary Kamei

Staff Present (1):

Shali Sirkay	Executive Director, CASCC
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Members of the Public Present (9):

Gabe Engeland	City Manager, Los Altos
Mariya Hodge	BeSMART
Jannie Quinn	Renne Public Law Group
Bob Jonsen	Sheriff, Santa Clara County
Dzanh Le	Captain, Sunnyvale Public Safety
Steve Preminger	SCC Office of Strategic & Intergovernmental Affairs
Brooke Strishock	BeSMART

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AGENDA

1. Consent Agenda (Fligor)

- a. Approve Minutes from Board of Directors Meeting on November 9, 2023
- b. 2024 CASCC Meeting Dates

Motion to approve Consent Agenda item 1a by Ellahie

Second by Walia

AYES: 9

NAYS: 0

ABSTENTIONS: 0

ABSENT: 1 (Hudes)

Motion passes 9-0-0-1

Motion to approve Consent Agenda item 1b with the following edits by Abe-Koga:

- Remove “May - no meeting” under Legislative Action Committee & Board of Directors (Walia)
- Change “October – no meeting” to “October – tentative” under Legislative Action Committee (Walia)

- Add “July – no meeting” to Board of Directors and Legislative Action Committee (Fligor)
- Change date of Holiday Party to December 13, 2024 (Abe-Koga)

Second by Turner

AYES: 9

NAYS: 0

ABSTENTIONS: 0

ABSENT: 1 (Hudes)

Motion passes 9-0-0-1

2. President Update (Fligor)
3. Determine Priority Areas to Guide 2024 CASCC Work and Activities: Possible Action (All)
4. Joint Powers Authority Update and Formation Discussion (All)
5. Public Safety Discussion
 - a. Guest Speaker: Santa Clara County Sheriff Bob Jonsen
Presentation: *Year in Review and Looking Ahead for the Santa Clara County Sheriff's Office*
 - b. Guest Speaker: Sunnyvale Chief of Public Safety Phan S. Ngo
Presentation: *Child Safe Gun Locks Program*
6. CASCC Orientation (Sirkay)
7. Santa Clara County City Managers Association Update (Engeland)
8. Executive Director Update (Sirkay)
9. Joys and Challenges (All)

ADJOURN (Fligor)

Meeting adjourned at 8:58 PM.

Respectfully submitted,



Vaishali Sirkay

Executive Director

Cities Association of Santa Clara County

PUBLIC COMMENT

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Management Report

Cities Association of Santa Clara County
For the period ended December 31, 2023



Prepared by
Bestbooks4u Bookkeeping excellence

Prepared on
January 23, 2024

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Profit and Loss

July - December, 2023

		Total
	Jul - Dec, 2023	Jul - Dec, 2022 (PY)
INCOME		
4000 INCOME		
4010 Membership Dues	281,403.00	239,782.00
4050 Membership Dinners - Proceeds		4,547.40
4060 LAIF INCOME		240.01
4080 Grant Income	601,952.48	123,062.00
Total 4000 INCOME	883,355.48	367,631.41
4999 Uncategorized Income	3,261.03	
Total Income	886,616.51	367,631.41
GROSS PROFIT	886,616.51	367,631.41
EXPENSES		
6000 GENERAL OFFICE		
6112 Advertising/Promotional		72.07
6115 Website Update		600.00
Total 6112 Advertising/Promotional		672.07
6120 Bank Service Charges		20.40
6162 Hospitality	807.03	5,446.58
6550 Supplies and Equipment		117.04
6610 Postage and Delivery	117.65	128.90
6615 Office/General Administrative Expenses	848.22	722.00
6620 Software Licenses	1,956.94	1,912.57
6665 Printing and Copying	224.50	
Total 6000 GENERAL OFFICE	3,954.34	9,019.56
6700 Reimbursable Expense		158.97
6999 Uncategorized Expense	11,199.68	
EVENT EXPENSES	118.93	212.80
Office		
6880 Telephone	183.78	181.80
Total Office	183.78	181.80
OFFICE PERSONNEL_CONSULTANTS		
6153 Contractors	73,200.00	58,967.50
6300 Legal & Professional Fees		17,482.50
6310 Accounting Services	2,658.75	3,017.50
6320 Attorney Services	334,955.83	6,689.50
Total 6300 Legal & Professional Fees	337,614.58	27,189.50
6560 Employee Expenses		
Mileage/Local Travel Allowance	67.67	

		Total
	Jul - Dec, 2023	Jul - Dec, 2022 (PY)
Total 6560 Employee Expenses	67.67	
6565 Payroll Service Fees	409.80	411.00
6575 Payroll Wages/Salary	191,690.24	19,836.00
6580 Payroll Taxes		1,582.56
Total OFFICE PERSONNEL_CONSULTANTS	602,982.29	107,986.56
Total Expenses	618,439.02	117,559.69
NET OPERATING INCOME	268,177.49	250,071.72
OTHER INCOME		
7030 Other Income		13,000.00
Interest Earned	6.58	
Total Other Income	6.58	13,000.00
NET OTHER INCOME	6.58	13,000.00
NET INCOME	\$268,184.07	\$263,071.72

Balance Sheet

As of December 31, 2023

	Total
ASSETS	
Current Assets	
Bank Accounts	
1001 Checking - US Bank	258,454.28
Total Bank Accounts	258,454.28
Accounts Receivable	
1200 Accounts Receivable	255,083.74
Total Accounts Receivable	255,083.74
Other Current Assets	
1300 LAIF Funds	25,280.42
1395 Accrued Interest	-53.62
Total Other Current Assets	25,226.80
Total Current Assets	538,764.82
Fixed Assets	
1500 Machinery and Equipment	2,203.41
1700 Accumulated Depreciation	-1,926.59
Total Fixed Assets	276.82
TOTAL ASSETS	\$539,041.64
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
2000 Accounts Payable	132,225.27
Total Accounts Payable	132,225.27
Credit Cards	
2200 First National Bank of Omaha	248.81
FNBO_2nd	138.00
Total Credit Cards	386.81
Total Current Liabilities	132,612.08
Total Liabilities	132,612.08
Equity	
1110 Unrestricted Fund Balance	103,277.57
3000 Opening Bal Equity	-34.00
3010 Reserves	0.00
3013 Reserve for New Equip.	1.92
3014 Reserve for Operations	35,000.00
Total 3010 Reserves	35,001.92
Net Income	268,184.07
Total Equity	406,429.56

	Total
TOTAL LIABILITIES AND EQUITY	\$539,041.64

Profit and Loss by Class

July - December, 2023

	CASCC	TOTAL
INCOME		
4000 INCOME		0.00
4010 Membership Dues	281,403.00	281,403.00
4080 Grant Income	601,952.48	601,952.48
Total 4000 INCOME	883,355.48	883,355.48
4999 Uncategorized Income	3,261.03	3,261.03
Total Income	886,616.51	886,616.51
GROSS PROFIT	886,616.51	886,616.51
EXPENSES		
6000 GENERAL OFFICE		0.00
6162 Hospitality	807.03	807.03
6610 Postage and Delivery	117.65	117.65
6615 Office/General Administrative Expenses	848.22	848.22
6620 Software Licenses	1,956.94	1,956.94
6665 Printing and Copying	224.50	224.50
Total 6000 GENERAL OFFICE	3,954.34	3,954.34
6999 Uncategorized Expense	11,199.68	11,199.68
EVENT EXPENSES	118.93	118.93
Office		0.00
6880 Telephone	183.78	183.78
Total Office	183.78	183.78
OFFICE PERSONNEL_CONSULTANTS		0.00
6153 Contractors	73,200.00	73,200.00
6300 Legal & Professional Fees		0.00
6310 Accounting Services	2,658.75	2,658.75
6320 Attorney Services	334,955.83	334,955.83
Total 6300 Legal & Professional Fees	337,614.58	337,614.58
6560 Employee Expenses		0.00
Mileage/Local Travel Allowance	67.67	67.67
Total 6560 Employee Expenses	67.67	67.67
6565 Payroll Service Fees	409.80	409.80
6575 Payroll Wages/Salary	191,690.24	191,690.24
Total OFFICE PERSONNEL_CONSULTANTS	602,982.29	602,982.29
Total Expenses	618,439.02	618,439.02
NET OPERATING INCOME	268,177.49	268,177.49
OTHER INCOME		
Interest Earned	6.58	6.58
Total Other Income	6.58	6.58
NET OTHER INCOME	6.58	6.58

	CASCC	TOTAL
NET INCOME	\$268,184.07	\$268,184.07

Monthly Reports:Monthly Summary VENDOR Expenses

December 2023

	Total
Adele Levin_Bestbooks4u	562.50
Adobe	47.98
Canva	12.95
City of Mountain View	87.00
Costco	118.93
FedEx Office	224.50
Gusto	64.00
Intuit	120.00
Microsoft	37.50
Office Depot	42.22
Renne Public Law	2,559.38
Vaishali Sirkay	73,200.00
Verizon	30.38
Zoom.us	115.56
TOTAL	\$77,222.90

Statement of Cash Flows

July - December, 2023

	Total
OPERATING ACTIVITIES	
Net Income	268,184.07
Adjustments to reconcile Net Income to Net Cash provided by operations:	
1200 Accounts Receivable	-235,418.74
2000 Accounts Payable	132,225.27
2200 First National Bank of Omaha	-117.48
FNBO_2nd	11.00
Total Adjustments to reconcile Net Income to Net Cash provided by operations:	-103,299.95
Net cash provided by operating activities	164,884.12
NET CASH INCREASE FOR PERIOD	164,884.12
Cash at beginning of period	93,570.16
CASH AT END OF PERIOD	\$258,454.28

A/R Aging Summary

As of December 31, 2023

	Current	1 - 30	31 - 60	61 - 90	91 and over	Total
Association of Bay Area Governments	200,843.74					200,843.74
City of Gilroy					14,609.00	14,609.00
City of Monte Sereno					6,523.00	6,523.00
City of Morgan Hill					11,693.00	11,693.00
Mountain View					21,415.00	21,415.00
TOTAL	\$200,843.74	\$0.00	\$0.00	\$0.00	\$54,240.00	\$255,083.74



Agenda Item No: 2

Meeting Date: February 8, 2024

**Cities Association of Santa Clara County Unincorporated Association
Agenda Report**

To: BOARD OF DIRECTORS –

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

TOPIC: Dissolution of Unincorporated Association

RECOMMENDATION:

1. Adopt a Resolution dissolving the Cities Association of Santa Clara County as an unincorporated association.
2. Authorize funding to extend the term of the Professional Services Agreement between the Cities Association and Executive Director Vaishali Sirkay.

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. It is thus necessary to dissolve the unincorporated association, so the JPA is the only existing organization. To dissolve the unincorporated association, certain actions must be taken.

Transitioning to the Cities Association as a Joint Powers Agency

While they are legally separate organizations, the funding source or dues collected from the member agencies provide the operating revenue for both entities. These dues, which are collected annually, supported the unincorporated association and will also be used to fund the JPA. The governing agreement signed by the members provides that upon termination of the agreement, any surplus money shall be returned to the parties in proportion to the contributions made or may be transferred to any successor organization. The termination of the prior governing agreement would also result in the dissolution of the unincorporated association. As the dues are used for

the day-to-day operations of the organization, it is proposed that the debts of the unincorporated association for day-to-day operations incurred in January, such as, but not limited to, bookkeeping, professional services (Legal and Executive Director), storage unit fees, monthly subscriptions (Zoom, Canva, Adobe, Microsoft, payroll service through Gusto, Intuit (QuickBooks Online), Microsoft), and monthly banking fees be satisfied, and the remaining funds be transferred to the JPA to cover the ongoing operations of the JPA and ensure continuity. It is therefore recommended that the unincorporated association take formal action to document the transfer of funds from the unincorporated association to the newly formed joint powers agency as part of the dissolution process. Language to this effect is included in the draft resolution attached to this staff report. The Board of Directors could also opt to return any remaining funds from the unincorporated association to the member agencies, but this action is not recommended as it could potentially create financial challenges for the new Cities Association JPA.

It is anticipated that the services rendered to the unincorporated association will cease at the end of January 2024. However, to allow these expenses to be recorded in the financial records and paid, bookkeeping services provided to the unincorporated association will carry over into February. Any such payments shall be properly paid and recorded as an expense of the unincorporated association. Because the Cities Association as an unincorporated association will not be fully dissolved until it concludes its affairs and transfers all of its remaining assets, and all other actions have been taken that are necessary to effectuate the dissolution, the Cities Association as an unincorporated association and the Cities Association as a JPA may co-exist for a short period of time.

Executive Director Agreement. 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 named Ms. Sirkay as the Interim Executive Director. The Board then designated Ms. 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. Per the terms of the agreement, the contract automatically renewed for an additional year until December 31, 2024, with a compensation amount not to exceed \$125,000, subject to the Board's decision to approve the funding for services rendered this calendar year. To document and distinguish the entity to whom the services are rendered, it is recommended that the Board authorize the funding for January in the amount of \$10,000, amend the term of the agreement so that it terminates on January 31, 2024, and authorize the President to execute this amendment. To ensure continuity of services, the new Cities Association JPA entity will then enter into a separate 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, and with a provision that allows the agreement to automatically renew for an additional year until December 31, 2025, unless either party elects to terminate the agreement. The renewal will also be subject to the appropriation of the funding to pay for the services to be rendered during the extended term of the agreement.

Resolution

The draft resolution is the mechanism to dissolve the unincorporated association and memorializes and serves as the official record of this action. Accordingly, it is recommended that the board adopt this resolution. No further action will be required of the Board to effectuate the dissolution of the association.

FISCAL IMPACT:

Authorization of Funding for the Professional Services Agreement for Vaishali Sirkay in the amount of \$10,000 for January of 2024.

ATTACHMENT(S):

1. Resolution dissolving the unincorporated association known as the Cities Association of Santa Clara County
2. Executive Director Agreement and Amendments between the Cities Association of Santa Clara County and Vaishali Sirkay

CITIES ASSOCIATION OF SANTA CLARA COUNTY

RESOLUTION DISSOLVING CITIES ASSOCIATION OF SANTA CLARA COUNTY AS AN UNINCORPORATED ASSOCIATION

WHEREAS, in 1990, the fifteen member cities and towns located in Santa Clara County (Campbell, Cupertino, Gilroy, Los Altos, Los Altos Hills, Los Gatos, Milpitas, Monte Sereno, Morgan Hill, Mountain View, Palo Alto, San José, Santa Clara, Saratoga, and Sunnyvale) entered into an agreement establishing the Santa Clara County Cities Association (“Cities Association”); and

WHEREAS, the parties to the agreement, subsequently amended on June 30, 1995, sought to improve cooperation among municipal governments in addressing issues of common interest in Santa Clara County; and

WHEREAS, the Cities Association has regularly met for over 30 years to review, study, develop consensus positions, and make recommendations on issues of common interest to Santa Clara County cities; and

WHEREAS, the Cities Association has successfully developed common agendas for Santa Clara County cities; and

WHEREAS, the Cities Association has served as a unified voice for Santa Clara County cities in relationship to other agencies, organizations, and levels of government, including the League of California Cities; and

WHEREAS, the Cities Association has served as the City Selection Committee pursuant to Government Code Section 50270, et seq., and made appointments to regional and local bodies as provided by law; and

WHEREAS, the Cities Association has assisted in the development of state-wide legislative policy; and

WHEREAS, the Cities Association has served as a source of education, information, and networking for officials from all cities in Santa Clara County; and

WHEREAS, the Cities Association has provided a forum for public speakers, groups and organizations, and the private section to address items of interest to Santa Clara County cities; and

WHEREAS, under the California Corporations Code, the Cities Association has existed and operated as an unincorporated association; and

WHEREAS, the City of Gilroy withdrew from the Cities Association on or about July 10, 2023 and is not currently a member of the Cities Association; and

WHEREAS, in 2023, the Cities Association sought to reestablish itself as a Joint Powers Agency, under the Joint Exercise of Powers Act, Government Code Section 6500, et seq.; and

WHEREAS, operating as a Joint Powers Agency will establish the Cities Association as an independent governmental entity and provide the Cities Association and its member cities with additional legal protections and status; and

WHEREAS, as of the date of this Resolution, fourteen cities and towns located in Santa Clara County (Campbell, Cupertino, Los Altos, Los Altos Hills, Los Gatos, Milpitas, Monte Sereno, Morgan Hill, Mountain View, Palo Alto, San José, Santa Clara, Saratoga, and Sunnyvale) have agreed to form the Cities Association as a Joint Powers Agency; and

WHEREAS, the aforementioned fourteen cities and town that have agreed to reestablish the Cities Association as a Joint Powers Agency, have entered into an joint powers agreement that will govern the Joint Powers Agency in conjunction with the Joint Exercise of Powers Act, and therefore desire to terminate the 1990 agreement, subsequently amended on June 30, 1995, and dissolve the Cities Association, as an unincorporated association; and

NOW, THEREFORE, BE IT RESOLVED that in light of its recent formation as a Joint Powers Agency, the member cities of the Cities Association hereby commence the dissolution process:

1. The unincorporated association shall promptly conclude its affairs, pay or provide for its known debts or liabilities, collect any amounts due, take any other action as is necessary or appropriate for settling and liquidating its affairs, and distribute its assets to the Joint Powers Agency which consists of the same members, subject to the requirements of Corporations Code Section 18130.
2. The 1990 Agreement for the Administration of the Santa Clara County Cities Association, a Section of the Peninsula Division of the League of the California Cities, and any subsequent amendments incorporated therein, will be terminated.
- 3.
4. The Cities Association as an unincorporated association will be dissolved, once it concludes its affairs and transfers all of its remaining assets, as set forth above, and all actions have been taken that are necessary to effectuate the dissolution of the Cities Association as an unincorporated association.

PASSED AND ADOPTED at a regular meeting of the Cities Association of Santa Clara County on February 8, 2024, by the following vote:

AYES:

NOES:

APPROVED: _____
Neysa Fligor, President

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

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

RECITALS

The following recitals are a substantive portion of this AGREEMENT:

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

3. The ASSOCIATION desires to obtain consultant services in order to fulfill the duties of Acting Executive Director during the leave of the Executive Director. CONSULTANT has the necessary professional expertise and skill to perform these services.; and

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

THE PARTIES HEREBY AGREE AS FOLLOWS:

SECTION 1. SCOPE OF SERVICES.

The CONSULTANT shall perform those services specified in detail in EXHIBIT A, entitled "SCOPE OF SERVICES," which is attached hereto and incorporated herein. CONSULTANT shall report to and be supervised by the President of the Association.

SECTION 2. TERM OF AGREEMENT.

The term of this AGREEMENT shall be from June 27, 2022 to December 31, 2022, subject to the provisions of Section 9 of this AGREEMENT.

SECTION 3. COMPENSATION.

The compensation to be paid to CONSULTANT, including both payment for professional services and reimbursable expenses, if any, shall not exceed Fifty Thousand Dollars (\$50,000.00). The rate and schedule of payment is set out in EXHIBIT C, entitled "COMPENSATION." which is attached hereto and incorporated herein.

SECTION 4. METHOD OF PAYMENT.

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

SECTION 5. INDEPENDENT CONTRACTOR.

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

SECTION 6. LIMITATIONS UPON SUBCONTRACTING AND ASSIGNMENT.

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

SECTION 7. INDEMNIFICATION.

CONSULTANT agrees to protect, and hold harmless ASSOCIATION and its elective or appointive boards, officers, agents, independent contractors and employees from any and all claims, liabilities, expenses, or damages of any nature, including attorneys' fees, for injury or death of any person, or damage to property, or interference with use of property, arising out of, or in any way connected with the performance of the AGREEMENT by CONSULTANT, CONSULTANT'S agents, officers, employees, subcontractors, or independent contractors hired by CONSULTANT to perform their duties. The only exception to CONSULTANT'S responsibility to protect, defend, and hold harmless ASSOCIATION is due to the sole negligence of ASSOCIATION or its employees or contractors. This hold harmless agreement shall apply to all liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by CONSULTANT.

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

SECTION 8. NONDISCRIMINATION.

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

SECTION 9. TERMINATION.

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

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

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

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

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

SECTION 10. GOVERNING LAW.

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

SECTION 11. COMPLIANCE WITH LAWS.

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

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

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

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

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

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

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

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

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

SECTION 12. CONFIDENTIAL INFORMATION.

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

SECTION 13. OWNERSHIP OF MATERIALS.

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

SECTION 14. WAIVER.

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

SECTION 15. THE CONSULTANT'S BOOKS AND RECORDS.

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

SECTION 16. CONFLICT OF INTEREST.

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

SECTION 17. NOTICES.

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

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

Copy to:

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

Rich.constantine@morganhill.ca.gov

To the CONSULTANT: Vaishali Sirkay
Address: 644 Jay St, Los Altos, CA 94022
Phone: +1 408 455 4154
shalisirkay@gmail.com

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

SECTION 18. INSURANCE.

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

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

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

SECTION 20. TIME IS OF THE ESSENCE.

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

SECTION 21. AUTHORITY TO EXECUTE.

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

SECTION 22. QUALIFICATIONS/STANDARD OF CARE.

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

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SECTION 23. PRIOR AGREEMENTS AND AMENDMENTS.

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

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

APPROVED AS TO FORM:

CITIES ASSOCIATION OF SANTA CLARA COUNTY

“AUTHORITY”

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

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

VAISHALI “SHALI” SIRKAY
“CONSULTANT”

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

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

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

EXHIBIT A
SCOPE OF SERVICES
ACTING EXECUTIVE DIRECTOR

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

SECTION 1. GENERAL.

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

SECTION 2. BASIC SERVICES.

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

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

EXHIBIT B
COMPENSATION

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

The maximum amount of compensation to be paid to CONSULTANT under this AGREEMENT, including both payment for professional services and any expenses incurred shall not exceed Fifty Thousand Dollars (**\$50,000.00**). Any hours worked for which payment would result in a total exceeding the maximum amount of compensation set forth herein shall be at no cost to AUTHORITY.

EXHIBIT C
INSURANCE REQUIREMENTS

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

A. Automobile Policy

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

B. Comprehensive General Liability Policy

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

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

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

C. Workers' Compensation and Employers' Liability Policy

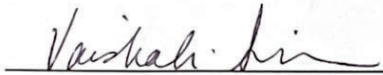
- a. This policy shall provide coverage for Workers' Compensation (Coverage A).

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

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

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

Signature:



Vaishali "Shali" Sirkay

**Amendment No. 1 between the Cities Association of Santa Clara County and
Vaishali (“Shali”) Sirkay to Serve as Interim Executive Director**

This Amendment No. 1 to the June 27, 2022 Agreement (“AGREEMENT”) is between Vaishali (“Shali”) Sirkay and the Cities Association of Santa Clara County. This Amendment No. 1 (“AMENDMENT”) is made and entered into this ___ day of November, 2022, by and between the CITIES ASSOCIATION OF SANTA CLARA COUNTY (“ASSOCIATION”), and Vaishali (“Shali”) Sirkay, an individual (“CONSULTANT”)

RECITALS:

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

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

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

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

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

The term of this AGREEMENT shall be from June 27, 2022, to March 31, 2023, subject to the provisions of Section 9 of this AGREEMENT.

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

The compensation to be paid to CONSULTANT, including both payment for professional services and reimbursable expenses, if any, shall not exceed Eighty-Five Thousand Dollars (\$85,000.00). The rate and schedule of payment is set out in EXHIBIT B, entitled “COMPENSATION.” which is attached hereto and incorporated herein.

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

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

The maximum amount of compensation to be paid to CONSULTANT under this AGREEMENT, including both payment for professional services and any expenses incurred shall not exceed Eighty-Five Thousand Dollars (\$85,000.00). Any hours worked for which payment would result in a total exceeding the maximum amount of compensation set forth herein shall be at no cost to AUTHORITY.

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

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

VAISHALI "SHALI" SIRKAY

CITIES ASSOCIATION OF SANTA
CLARA COUNTY

Vaishali "Shali" Sirkay, an individual

Charles "Chappie Jones"
President

Approved as to Form

Gary M. Baum
CASCC General Counsel

Amendment No 1 CASCC Agreement with Shali Sirkay 10-19-22

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

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

RECITALS:

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

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

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

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

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

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

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

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

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

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

The maximum amount of compensation to be paid to CONSULTANT under this AGREEMENT, including both payment for professional services and any expenses incurred shall not exceed Two Hundred Ten Thousand Dollars (\$210,000.00). Any hours worked for which payment would result in a total exceeding the maximum amount of compensation set forth herein shall be at no cost to AUTHORITY.

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

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

VAISHALI "SHALI" SIRKAY

CITIES ASSOCIATION OF SANTA
CLARA COUNTY

Vaishali "Shali" Sirkay, an individual

Margaret Abe-Koga
President

Approved as to Form

CASCC General Counsel

**Amendment No. 3 between the Cities Association of Santa Clara County and
Vaishali (“Shali”) Sirkay to Serve as Interim Executive Director**

This Amendment No. 3 to the June 17, 2022 Agreement (“AGREEMENT”) is between Vaishali (“Shali”) Sirkay and the Cities Association of Santa Clara County. This Amendment No. 3 (“THIRD AMENDMENT”) is made and entered into this __ day of February, 2024, by and between the CITIES ASSOCIATION OF SANTA CLARA COUNTY (“ASSOCIATION”), and Vaishali (“Shali”) Sirkay, an individual (“CONSULTANT”)

RECITALS:

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

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

WHEREAS, in February 2023, the Board appointed Ms. Sirkay as the Executive Director of ASSOCIATION and amend the term of the AGREEMENT to extend to December 31, 2013; and

WHEREAS, the term of this AGREEMENT automatically renewed until December 31, 2024, on the condition that sufficient funds were approved to cover the services rendered pursuant to the AGREEMENT; and

WHEREAS, the members of the ASSOCIATION have approved the change of the organization from an unincorporated association to a joint powers authority governed by the Joint Exercise of Powers Act; and

WHEREAS, the ASSOCIATION seeks continuity of services and clarity in the obligations of both organizations and their respective responsibilities; and

WHEREAS, the parties wish to amend the AGREEMENT, to clarify the provision services to the ASSOCIATION and approve funding for the services rendered by CONSULTANT for work as Executive Director to the ASSOCIATION and increase the compensation amount in the AGREEMENT to cover these services.

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

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

The term of this AGREEMENT shall be from June 17, 2022 to January 31, 2024, subject to the provisions of Section 9 of this AGREEMENT.

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

The compensation to be paid to CONSULTANT, including both payment for professional services and reimbursable expenses, if any, shall not exceed Two Hundred Ten Thousand Dollars (\$220,000.00). The rate and schedule of payment is set out in EXHIBIT B, entitled "COMPENSATION." which is attached hereto and incorporated herein

SECTION 3. Except as herein modified, all other provisions of the AGREEMENT, including any exhibits, shall remain in full force and effect.

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

VAISHALI "SHALI" SIRKAY

CITIES ASSOCIATION OF SANTA
CLARA COUNTY

Vaishali "Shali" Sirkay, an individual

Neysa J. Fligor
President

Approved as to Form

CASCC General Counsel