



# Coastside Fire Protection District

## STAFF REPORT

**TO:** Honorable Board of Directors

**FROM:** Jonathan Cox, Deputy Fire Chief

**DATE:** October 27, 2021

**SUBJECT:** CONTRACT WITH MELISSA CARDINALE TO ACT AS BOARD CLERK RESPONSIBLE TO PREPARE BOARD MEETING MINUTES

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### **Staff Recommendation**

On September 22, 2021, Jean Headley, the Board Clerk, informed the Board that she was retiring effective immediately. As a result of Ms. Headley's retirement, Deputy Chief Cox recommends that a new contract be entered into with Melissa Cardinale to act as Board Clerk pursuant to the same terms in the current contract with Headley Office Services. The contract provides for a per meeting rate of \$350 for a meeting duration of five hours. This rate includes meeting attendance and minute preparation. For meeting and minute preparation that exceed five hours, an additional flat rate of \$100 applies.

### **Background**

On September 22, 2021, Jean Headley informed the Board that she was retiring. As a result of Ms. Headley's retirement, Deputy Chief Cox recommends that a new contract be entered into with Melissa Cardinale pursuant to the same terms in the current contract with Headley Office Services. The contract provides for a per meeting rate of \$350 for a meeting duration of five hours. This rate includes meeting attendance and minute preparation. For meeting and minute preparation that exceed five hours, an additional flat rate of \$100 applies.

Ms. Cardinale is a certified paralegal and uniquely qualified to perform this service as she has worked on a number of District matters during her tenure as a paralegal in the District's General Counsel's office. Ms. Cardinale is also currently functioning as the Interim Town Clerk for the Town of Woodside where she is also tasked with attending Council meetings and preparing Town Council minutes.

### **Conclusion**

Deputy Chief Cox recommends that the Board approve the attached contract with Melissa Cardinale to act as Board Clerk responsible to attend Board meetings and

prepare the Board's meeting minutes. Ms. Headley has graciously offered to assist in the transition. The proposed contract provides that Ms. Cardinale will begin providing services at the November 2021 Board meeting.

**Attachments:**

1. Resolution
2. Proposed Agreement for Professional Services

**RESOLUTION NO. 2021-50**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE COASTSIDE FIRE PROTECTION DISTRICT AUTHORIZING AN AGREEMENT FOR PROFESSIONAL SERVICES WITH MELISSA CARDINALE AND AUTHORIZING THE BOARD PRESIDENT TO EXECUTE THE AGREEMENT ON BEHALF OF THE COASTSIDE FIRE PROTECTION DISTRICT**

WHEREAS, on April 10, 2007, the Board of Directors retained Jean Headley of Headley Office Services to act as the Board Clerk responsible to attend Board meetings and prepare minutes of the Board meetings; and

WHEREAS, on September 22, 2021, Ms. Headley announced her retirement; and

WHEREAS, Deputy Chief Cox recommends that the Board now enter into a contract with Melissa Cardinale to act as Board Clerk responsible to attend Board meetings and prepare minutes of the Board meetings; and

WHEREAS, the Board finds that Ms. Cardinale is qualified to provide these services and agrees with Deputy Chief Cox's recommendation to retain Ms. Cardinale.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of the Coastsides Fire Protection District does hereby approve the contract shown in Exhibit A, "Agreement for Professional Services," with Melissa Cardinale.

PASSED AND ADOPTED as a Resolution of the Coastsides Fire Protection District at the regular meeting held on the 27<sup>th</sup> day of October, 2021, by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

\_\_\_\_\_  
Gary Burke, Board President

ATTEST:

\_\_\_\_\_  
Deputy Fire Chief Jonathan Cox, District Secretary

ATTACHMENT 2

PROPOSED AGREEMENT FOR PROFESSIONAL SERVICES

## AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into as of the 27<sup>th</sup> day of October, 2021 by and between the Coastside Fire Protection District, hereinafter called "DISTRICT" and Melissa Cardinale, hereinafter called "CONSULTANT".

### RECITALS

This Agreement is entered into with reference to the following facts and circumstances:

- A. That DISTRICT desires to engage CONSULTANT to act as the Board Clerk responsible for taking the minutes of the Board of Directors' meetings;
- B. That CONSULTANT is qualified to provide such services to the DISTRICT;
- C. That the DISTRICT has elected to engage the services of CONSULTANT upon the terms and conditions as hereinafter set forth.
  1. Services. The services to be performed by CONSULTANT under this Agreement shall include those services set forth in Exhibit A, which is, by this reference, incorporated herein and made a part hereof as though it were fully set forth herein.

Performance of the work specified in said Exhibit is hereby made an obligation of CONSULTANT under this Agreement, subject to any changes that may be made subsequently hereto upon the mutual written agreement of the said parties.

Where in conflict, the terms of this Agreement supersede and prevail over any terms set forth in Exhibit A.

2. Term; Termination.
  - a. The term of this Agreement shall commence upon the date hereinabove written and shall continue until termination by either party to this Agreement.
  - b. Notwithstanding the provisions of (a) above, either party may terminate this Agreement without cause by giving written notice not less than ten (10) days prior to the effective date of termination, which date shall be included in said notice. In the event of such termination, DISTRICT shall compensate CONSULTANT for services rendered, and reimburse CONSULTANT for costs and expenses incurred, to the date of termination, calculated in accordance with the provisions of paragraph 3. In ascertaining the

services actually rendered to the date of termination, consideration shall be given both to completed work and work in process. Nothing herein contained shall be deemed a limitation upon the right of DISTRICT to terminate this Agreement for cause, or otherwise to exercise such rights or pursue such remedies as may accrue to DISTRICT hereunder.

3. Compensation; Expenses; Payment. DISTRICT shall compensate CONSULTANT for all services performed by CONSULTANT as shown in Exhibit A at the rate of Three Hundred Fifty Dollars (\$350.00) per Board meeting and minute preparation of five (5) hours or less. An additional flat rate of One Hundred Dollars (\$100.00) will apply to meetings and minute preparation exceeding five (5) hours.

Payments shall be made upon monthly billing therefor by CONSULTANT to DISTRICT.

4. Additional Services. In the event DISTRICT desires the performance of additional services, such services shall be authorized in advance of the performance thereof by the DISTRICT. Such amendment to this Agreement shall include a description of the services to be performed thereunder, the maximum compensation payable therefor, the time of performance thereof, and such other matters as the parties deem appropriate for the accomplishment of such services. Except to the extent modified by written amendment, all other terms and conditions of this Agreement shall be deemed incorporated in each such amendment.
5. Records. CONSULTANT shall keep and maintain accurate records of all time expended relating to services to be performed by CONSULTANT hereunder. Said records shall be available to DISTRICT for review and copying during regular business hours at CONSULTANT's place of business or as otherwise agreed upon by the parties.
6. Authorization. This Agreement becomes effective when endorsed by both parties in the space provided below.
7. Reliance on Professional Skill of CONSULTANT. CONSULTANT represents that it has the necessary professional skills to perform the services required and the DISTRICT shall rely on such skills of the CONSULTANT to do and perform the work. In performing services hereunder CONSULTANT shall adhere to the standards generally prevailing for the performance of expert consulting services similar to those to be performed by CONSULTANT hereunder.

8. Documents. All documents prepared by CONSULTANT pursuant to the terms of this Agreement, shall, upon preparation and delivery to DISTRICT, become the property of DISTRICT.
9. Relationship of Parties. It is understood that the relationship of CONSULTANT to the DISTRICT is that of an independent contractor and all persons working for or under the direction of CONSULTANT are its agents or employees and not agents or employees of the DISTRICT.
10. Non-Discrimination. The CONSULTANT will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The CONSULTANT will take affirmative action to insure that applicants are employed and the employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, advancement, demotion, transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The CONSULTANT shall at all times be in compliance with the requirements of the Federal Americans With Disabilities Act (Public Law 101-336) which prohibits discrimination on the basis of disability by public entities. The CONSULTANT agrees to post in conspicuous places available to employees and applicants for employment any notices provided by the DISTRICT setting forth the provisions of this non-discrimination clause.
11. Notice. All notices required by this Agreement shall be given to the DISTRICT and CONSULTANT in writing, by first class mail, postage prepaid, addressed as follows:

DISTRICT: Coastside Fire Protection District  
1191 Main Street  
Half Moon Bay, CA 94019  
Attention: Fire Chief

CONSULTANT: Melissa Cardinale  
1477 Virginia Avenue  
Redwood City, CA 94061

12. Non-Assignment. This Agreement is not assignable either in whole or in part.
13. Use of Subcontractors. CONSULTANT shall not subcontract any services to be performed by it under this Agreement without the prior written approval of the DISTRICT. CONSULTANT shall be solely responsible for reimbursing any subcontractors, and the DISTRICT shall have no obligation to them.

14. Amendments. This Agreement may be amended or modified only by written agreement signed by both parties.
15. Validity. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
16. Governing Law. This Agreement shall be governed by the laws of the State of California and any suit or action initiated by either party shall be brought in the County of San Mateo, California. In the event of litigation between the parties hereto to enforce any provision of the Agreement, the unsuccessful party will pay the reasonable attorney's fees and expenses of litigation of the successful party.
17. Mediation. Should any dispute arise out of this Agreement, the parties shall meet in mediation and attempt to reach a resolution with the assistance of a mutually acceptable mediator. Neither party shall be permitted to file legal action without first meeting in mediation and making a good faith attempt to reach a mediated resolution. The costs of the mediator, if any, shall be paid equally by the parties. If a mediated settlement is reached neither party shall be deemed the prevailing party for purposes of the settlement, and each party shall bear its own legal costs.
18. Conflict of Interest. CONSULTANT may serve other clients, but none who would place CONSULTANT in a "conflict of interest" as that term is defined in State law.
19. Entire Agreement. This Agreement, including Exhibit A, comprise the entire Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first above written by their respective officers duly authorized in that behalf.

COASTSIDE FIRE PROTECTION DISTRICT

Dated: \_\_\_\_\_

ATTEST:

Dated: \_\_\_\_\_



APPROVED AS TO FORM

Dated: \_\_\_\_\_

\_\_\_\_\_  
Jean B. Savaree, District General Counsel

CONSULTANT

Dated: \_\_\_\_\_

\_\_\_\_\_  
Melissa Cardinale

## EXHIBIT A

### SCOPE OF WORK

CONSULTANT shall attend meetings of the Fire Board, conduct the roll call, call for and record the votes on matters listed on the Board's agendas, and prepare the approved minutes of those meetings for review and approval by the Board.