



REGULAR MEETING BOARD OF DIRECTORS

North Bay Conference Room (Room 145)
Sunnyvale City Hall
456 W. Olive Avenue
Sunnyvale, CA 94086

NOVEMBER 13, 2025
7:00 PM

Meeting Information:

- *Board meetings are open to the public at the location shown above.*
 - *Members of the public may use the information below to join the webinar:*
Webinar ID: 835 1075 6481
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 & CALL TO ORDER – (KLEIN)

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 (Klein)
 - a. Approve Minutes from Board of Directors Meeting September 11, 2025
2. President Update (Klein)
 - a. Holiday Party
3. Election of 2026 Executive Committee Members: Action (Klein)
4. Website Update: Discussion and Possible Action (Klein)
5. Consideration of Amendment to Cities Association Joint Powers Agreement and Bylaws: Discussion and Possible Action (Klein)
 - a. Mayor Liang Chao, City of Cupertino
6. Planning Collaborative Update: Discussion and Possible Action (Klein)
 - a. Memorandum of Understanding Between Cities Association and Member Jurisdictions (Quinn)
 - b. Professional Services Agreement Between Cities Association and Community Planning Collaborative (Quinn)
 - c. Guest Speaker: David Driskell, Update on Planning Collaborative
7. Cities Association Budget Update: Discussion and Possible Action (Klein)
 - a. Budget Update: Discussion and Possible Action (Scozzola and Kirby)
 - b. Reserve and Investment Policy: Discussion and Possible Action (Quinn)
8. Determine Date of January 2026 Cities Association Meeting: Discussion and Possible Action (Klein)
9. Legislative Action Committee Update (Fruen)
10. Santa Clara County Update (Preminger)
11. Santa Clara County City Managers Association Update (Kirby)
12. Executive Director Update (Sirkay)
13. Joys and Challenges (All)

INFORMATION ITEMS

1. Legislative Action Committee (LAC) Request for Governor's Signature AB 476 (Gonzalez)
2. Legislative Action Committee (LAC) Request for Governor's Signature AB 670 (Quirk-Silva)
3. Legislative Action Committee (LAC) Request for Governor's Signature AB 726 (Avila Farias)
4. Legislative Action Committee (LAC) Request for Governor's Signature SB 346 (Durazo)

ADJOURN (KLEIN)

PUBLIC PARTICIPATION OPTIONS

Online Participation:

Members of the public may also attend online. However, the Cities Association of Santa Clara County cannot guarantee uninterrupted access to online technology. Technical difficulties may occur from time to time. The meeting will continue even if technical difficulties prevent online participation.

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
 - 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 President/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

North Bay Conference Room (Room 145)
Sunnyvale City Hall
456 W. Olive Avenue
Sunnyvale, CA 94086

SEPTEMBER 11, 2025
7:00 PM

AGENDA IN BLACK/**MINUTES IN RED**

Meeting Information:

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-

Tina Walia, Cities Association First Vice President, presided over the meeting due to the absence of Board President, Larry Klein.

WELCOME & CALL TO ORDER – (Klein)

Meeting called to order at 7:03 PM

ROLL CALL (Sirkay)

Board Members Present (14):

Campbell	Terry Hines*
Cupertino	Kitty Moore
Gilroy	Greg Bozzo (left 9:00 PM)
Los Altos	Neysa Fligor (left 9:00 PM)
Los Altos Hills	Rajiv Bhateja*
Los Gatos	Matthew Hudes
Milpitas	Carmen Montano
Morgan Hill	Mark Turner
Mountain View	Ellen Kamei (arrived 7:14 PM)
Palo Alto	Ed Lauing
San Jose	Rosemary Kamei (arrived 7:19 PM)
Santa Clara	Kelly Cox
Saratoga	Tina Walia
Sunnyvale	Linda Sell*

*Alternate

Board Members Absent: (1)

Monte Sereno	Lon Allan
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Staff Present (2):

Shali Sirkay	Executive Director
Tim Kirby	City Manager, Sunnyvale

Members of the Public Present (5):

J.R. Fruen	Councilmember, Cupertino
Victoria Ketell	City Manager's Office, Sunnyvale
Steve Preminger	Director, Community & Civic Engagement for SCC
Jannie Quinn	CASCC Co-Legal Counsel, Renne Public Law Group
Viet Tran	Deputy Executive Officer of Public Affairs, Bay Area Air District

ORAL COMMUNICATIONS FROM THE PUBLIC ON NONAGENDIZED ITEMS

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None

AGENDA

1. Consent Agenda (Klein)

- a. Approve Minutes from Board of Directors Meeting on August 14, 2025
- b. Amendment to the Cities Association Conflict of Interest Code

Motion to approve the consent agenda as presented by Fligor

Second by Hudes

AYES: 12

NAYS: 0

ABSTENTIONS: 0

ABSENT: 3 (Allan, E. Kamei, R. Kamei)

Motion passes 12-0-0-3

2. President Update (Klein)

3. Santa Clara County Suicide Messaging Workshop (Klein)

- a. Jay Donoghue, Santa Clara County Department of Behavioral Health

4. Build the Future Affordable Childcare Update (Klein)

- a. Jaria Jaug, Associate Director of Care Policy, Working Partnerships USA

5. Review of Fiscal Year 2024-2025 Budget: Discussion and Possible Action (Scozzola)

Recommendation for future agenda item: how to budget for both the Summer Special Meeting/Membership Event and the Annual Holiday Party such that the budgeted amounts are appropriate.

Motion to split \$36,723.15 in half between the Cities Association Local Agency Investment Fund account and the Cities Association checking account by Turner

Second by Bhateja

AYES: 14

NAYS: 0

ABSTENTIONS: 0

ABSENT: 1 (Allan)

Motion passes 14-0-0-1

6. Announcement of Nominating Committee for 2026 Executive Committee Member Candidates (Klein)

7. Possible Date Change for October 9, 2025 Board of Directors meeting: Discussion and Possible Action (Klein)

Motion to delegate authority to the President of the Board of Directors of the Cities Association to identify a new date for the October Board of Directors meeting (Step 1) determine whether there will be quorum for the October 9th date and (Step 2) in the event that quorum is not reached, to work with the Executive Director to find another date by Fligor

Second by Turner

AYES: 14

NAYS: 0

ABSTENTIONS: 0

ABSENT: 1 (Allan)

Motion passes 14-0-0-1

8. Reports from Regional Appointed Representatives

- a. Vice Mayor Vicki Veenker, Bay Area Air District (BAAD)

9. Legislative Action Committee Update (Fruen)

Potential list of bills for consideration by the Board of Directors, including, but not limited to, the following:

- a. AB 670 (Quirk-Silva) - planning and zoning: housing element: converted affordable housing units
- b. AB 726 (Avila Farias) - planning and zoning: annual report: rehabilitated units
- c. AB 476 (Gonzalez) – metal theft
- d. SB 346 (Durazo) - transient occupancy taxes: short-term rental facilitator

Motion to accept the recommendation of the Legislative Action Committee to take support positions on AB 670 (Quirk-Silva), AB 726 (Avila Farias), AB 476 (Gonzalez) and SB 346 (Durazo) by Turner

Second by Hines

AYES: 12

NAYS: 0

ABSTENTIONS: 0

ABSENT: 3 (Allan, Bozzo, Fligor)

Motion passes 12-0-0-3

10. Santa Clara County Update (Preminger)

11. Santa Clara County City Managers Association Update (Kirby)

12. Executive Director Update (Sirkay)

13. Joys and Challenges (All)

INFORMATION ITEMS

1. Legislative Action Committee (LAC) Letter in Support of AB 650 (Papan)

ADJOURN (Klein)

Meeting adjourned at 9:05 PM

Respectfully submitted on November 13, 2025,



Vaishali Sirkay

Executive Director

Cities Association of Santa Clara County

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Agenda Item 3: Election of 2026 Executive Committee Members

Documents included:

1. Agenda Report
2. September 16, 2025 Email Call for Nominations
3. Candidate Applications Received
4. October 9, 2025 Email Announcement of Recommended
Slate of Officers



Agenda Item No: 3

Meeting Date: November 13, 2025

Cities Association of Santa Clara County Agenda Report

To: BOARD OF DIRECTORS

Prepared by: Shali Sirkay, Executive Director

TOPIC: 2026 Cities Association Officer Elections

BACKGROUND:

Each November, as per its bylaws, the Cities Association Board of Directors elects its officers for the following calendar year. These officers comprise the Executive Committee: President, First Vice President, Second Vice President (who also serves as the Chair of the Cities Association Legislative Action Committee), Secretary/Treasurer, and the Immediate Past President or Member at Large if the Immediate Past President cannot serve on the Executive Committee for any reason.

PROCESS:

At the September 11, 2025 Board of Directors meeting, the following individuals were named to the Nominating Committee- Larry Klein, Mayor of Sunnyvale/Board President, Tina Walia, Saratoga Councilmember/First Vice President, and Carmen Montano, Mayor of Milpitas/Board Member.

On September 16, the Executive Director emailed a call for nominations to all sitting city councilmembers in Santa Clara County. All councilmembers were blind copied to avoid Brown Act issues; and all city managers were copied as per their prior request (Attachment 1). The election process was described in that email along with guidelines for applying. A reminder email was sent to all city councilmembers on September 22, 2025. The deadline was extended to accommodate city councilmembers' requests; this extension was communicated via an email sent on September 26, 2025 to all councilmembers in Santa Clara County.

All applications received (Attachment 2) were sent to the Nominating Committee which then chose a slate of candidates. The Nominating Committee of the CASC recommended the following slate of officers for the 2026 Executive Committee:

- **President-** Tina Walia (Councilmember, Saratoga)
- **First Vice President-** JR Fruen (Councilmember, Cupertino)
- **Second Vice President/LAC Chair-** Elliot Scozzola (Councilmember, Campbell)
- **Immediate Past President-** Larry Klein (Mayor, Sunnyvale)

For the **Secretary/Treasurer** position, the Nominating Committee dually endorsed Kitty Moore (Vice Mayor, Cupertino) and Vicki Veenker (Vice Mayor, Palo Alto).

On October 9, 2025, the Executive Director emailed this proposed slate and endorsements to all Cities Association Board members, alternates, city managers, and city councilmembers who are represented on the slate but not on the Board of Directors (Attachment 3). The announcement was emailed due to cancelation of October 9th Board of Directors meeting.

In addition to applications received as per the call for nominations, the Cities Association also accepts nominations from the floor at the November meeting where the Executive Committee is elected.

RECOMMENDATION:

It is recommended that the Board elect the 2026 Executive Committee members at the November 13, 2025 board meeting since the new Executive Committee members begin their term of office in December 2025. This would allow the new Executive Committee to begin planning the January 2026 board meeting.

ATTACHMENTS:

1. September 16, 2025 Email Call for Nominations
2. Candidate Applications Received
3. October 9, 2025 Email Announcement of Recommended Slate of Officers

Call for Nominations: 2026 CASC Executive Committee

From Shali Sirkay <shali@citiesassociation.org>

Date Tue 9/16/2025 7:27 PM

Cc Brian Loventhal (Campbell) <brianl@campbellca.gov>; Tina Kapoor <tinak@cupertino.gov>; brad.kilger@cityofgilroy.org <brad.kilger@cityofgilroy.org>; Gabriel Engeland <gengeland@losaltosca.gov>; Peter Pirnejad <ppirnejad@losaltoshills.ca.gov>; Chris Constantin <cconstantin@losgatosca.gov>; manager@losgatosca.gov <manager@losgatosca.gov>; Deanna Santana <dsantana@milpitas.gov>; Diana Perkins <diana@cityofmontesereno.org>; City Manager Office <citymanageroffice@milpitas.gov>; Christina Turner <christina.turner@morganhill.ca.gov>; McCarthy, Kimbra <kimbra.mccarthy@mountainview.gov>; Ed Shikada <ed.shikada@cityofpaloalto.org> <ed.shikada@cityofpaloalto.org>; Maguire, Jennifer <jennifer.maguire@sanjoseca.gov>; Jovan Grogan <jgrogan@santaclaraca.gov>; Matt Morley <mmorley@saratoga.ca.us>; Tim Kirby <tkirby@sunnyvale.ca.gov>

Bcc Sergio Lopez <sergiol@campbellca.gov>; Dan Furtado <danf@campbellca.gov>; Anne Bybee <anneb@campbellca.gov>; Terry Hines <terryh@campbellca.gov>; Elliot Scozzola <elliots@campbellca.gov>; Ichao@cupertino.org <Ichao@cupertino.org>; Kitty Moore <kmoore@cupertino.org>; J.R. Fruen <jrfruen@cupertino.org>; Sheila Mohan <smohan@cupertino.gov>; R "Ray" Wang <rwang@cupertino.gov>; Mayor Greg Bozzo <greg.bozzo@cityofgilroy.org>; carol.marques@cityofgilroy.org <carol.marques@cityofgilroy.org>; dion.bracco@cityofgilroy.org <dion.bracco@cityofgilroy.org>; Tom.Cline@cityofgilroy.org <tom.cline@cityofgilroy.org>; terence.fugazzi@cityofgilroy.org <terence.fugazzi@cityofgilroy.org>; Council Member Zachary Hilton <zachary.hilton@cityofgilroy.org>; Council Member Kelly Ramirez <kelly.ramirez@cityofgilroy.org>; Pete Dailey <pdailey@losaltosca.gov>; Neysa Fligor <nfligor@losaltosca.gov>; Larry Lang <llang@losaltosca.gov>; Sally Meadows <smeadows@losaltosca.gov>; Jonathan Weinberg <jweinberg@losaltosca.gov>; Kavita Tankha <ktankha@losaltoshills.ca.gov>; Rajiv Bhateja <rajivb@losaltoshills.ca.gov>; Stanley Mok <stanmok@losaltoshills.ca.gov>; Linda Swan <lindaswan@losaltoshills.ca.gov>; George Tyson <gtyson@losaltoshills.ca.gov>; Matthew Hudes <mhudes@losgatosca.gov>; Rob Moore <rmoore@losgatosca.gov>; mbadame@losgatosca.gov <mbadame@losgatosca.gov>; Rob Rennie <rrennie@losgatosca.gov>; Maria Ristow <mristow@losgatosca.gov>; Council@losgatosca.gov <council@losgatosca.gov>; Janette Judd <jjudd@losgatosca.gov>; Carmen Montano <cmontano@milpitas.gov>; Garry Barbadillo <gbarbadillo@milpitas.gov>; Evelyn Chua <echua@milpitas.gov>; William Lam <wlam@milpitas.gov>; Hon Lien <hlien@milpitas.gov>; Burton Craig <bcbraig@cityofmontesereno.org>; Bryan Mekechuk <bmekechuk@cityofmontesereno.org>; lshannon@cityofmontesereno.org <lshannon@cityofmontesereno.org>; Evert Wolsheimer <ewolsheimer@cityofmontesereno.org>; Lon Allan <lallan@cityofmontesereno.org>; Mark Turner <mark.turner@morganhill.ca.gov>; Yvonne Martinez Beltran <yvonne.martinezbeltran@morganhill.ca.gov>; Marilyn Librers <marilyn.librers@morganhill.ca.gov>; Soraida Iwanaga <soraida.iwanaga@morganhill.ca.gov>; Miriam Vega <miriam.vega@morganhill.ca.gov>; Kamei, Ellen <ellen.kamei@mountainview.gov>; Ramos, Emily Ann <emily.ramos@mountainview.gov>; Clark, Chris <chris.clark@mountainview.gov>; Hicks, Alison <alison.hicks@mountainview.gov>; john.mcalister@mountainview.gov <john.mcalister@mountainview.gov>; Ramirez, Lucas <lucas.ramirez@mountainview.gov>; Showalter, Pat <pat.showalter@mountainview.gov>; Lauing, Ed <ed.lauing@cityofpaloalto.org>; Veenker, Vicki <vicki.veenker@cityofpaloalto.org>; Pat Burt <pat.burt@cityofpaloalto.org>; george.lu@cityofpaloalto.org <george.lu@cityofpaloalto.org>; Lythcott-Haims, Julie <julie.lythcotthaims@cityofpaloalto.org>; keith.reckdahl@cityofpaloalto.org <keith.reckdahl@cityofpaloalto.org>; Stone, Greer <greer.stone@cityofpaloalto.org>; mayoremail@sanjoseca.gov <mayoremail@sanjoseca.gov>; Foley, Pam <pam.foley@sanjoseca.gov>; Kamei, Rosemary <rosemary.kamei@sanjoseca.gov>; Campos, Pamela <pamela.campos@sanjoseca.gov>; anthony.tordillos@sanjoseca.gov <anthony.tordillos@sanjoseca.gov>; Cohen, David <david.cohen@sanjoseca.gov>; Ortiz, Peter <peter.ortiz@sanjoseca.gov>; michael.mulcahy@sanjoseca.gov <michael.mulcahy@sanjoseca.gov>; Doan, Bien <bien.doan@sanjoseca.gov>; domingo.candelas@sanjoseca.gov <domingo.candelas@sanjoseca.gov>; Casey, George <george.casey@sanjoseca.gov>; Lisa Gillmor <lgillmor@santaclaraca.gov>; Kelly Cox

<kcox@santaclaraca.gov>; Raj Chahal <rchahal@santaclaraca.gov>; Karen Hardy <khardy@santaclaraca.gov>; Sudhanshu Jain <sjain@santaclaraca.gov>; Kevin Park <kpark@santaclaraca.gov>; Albert Gonzalez <agonzalez1@santaclaraca.gov>; Santa Clara City Council <MAYORANDCOUNCIL@SantaClaraCA.gov>; Belal Aftab <baftab@saratoga.ca.us>; Chuck Page <cpage@saratoga.ca.us>; Kookie Fitzsimmons <kookie@saratoga.ca.us>; Tina Walia <twalia@saratoga.ca.us>; Yan Zhao <yzhao@saratoga.ca.us>; kleincouncil <kleincouncil@sunnyvale.ca.gov>; Larry Klein <mayorklein@sunnyvale.ca.gov>; Linda Sell <sellcouncil@sunnyvale.ca.gov>; ChangCouncil@sunnyvale.ca.gov <changcouncil@sunnyvale.ca.gov>; Alysa Cisneros <cisneroscouncil@sunnyvale.ca.gov>; LeCouncil@sunnyvale.ca.gov <lecouncil@sunnyvale.ca.gov>; Richard Mehlinger <mehlingercouncil@sunnyvale.ca.gov>; Murali Srinivasan <srinivasancouncil@sunnyvale.ca.gov>

 1 attachment (590 KB)

JPA BYLAWS FINAL Approved 2024-05-09.pdf;

(All City/Town Mayors and Councilmembers on Bcc)

Hello,

The Cities Association will hold elections for its Officers at its November 13, 2025 Board of Directors meeting. Per the Cities Association Bylaws, the Cities Association President shall select the Nominating Committee Members, which is tasked with conducting the nominating process. At its September 11th Board meeting, the following individuals were named to the Nominating Committee-- Larry Klein, Mayor of Sunnyvale/Board President, Tina Walia, Saratoga Councilmember/First Vice President, and Carmen Montano, Mayor of Milpitas/Board Member.

There are 4 Officer positions that are up for election:

- **President**
- **First Vice President**
- **Second Vice President/Legislative Action Committee Chair**
- **Secretary/Treasurer**

These Officers will serve on the Cities Association Executive Committee, along with the immediate Past President, for one year, starting December 2025. To serve as an Officer, an individual must be a Councilmember/Mayor of a Cities Association member city. Additionally, 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 Councilmember of any member city, regardless of whether they are on the Board of Directors. Therefore, Councilmembers who are not serving on the Board of Directors may still apply for the positions of First Vice President, Second Vice President/LAC Chair, and Secretary/Treasurer. The Nominating Committee will ensure that the final composition complies with the requirements. On November 13, 2025, members of the Board or their alternates will vote for the Officers. Additional nominations may be made from the floor at the October 9 Board meeting.

To apply for one of the 4 open positions, please send an email to the Executive Director, Shali Sirkay, at shali@citiesassociation.org, providing the following information:

1. **Name, Position and Brief Bio.**
2. **Reasons you are running for the Position.**

Email applications are due by **11:59 PM (PST) on Wednesday, September 24, 2025**. If necessary, the Nominating Committee will hold interviews, which will be 10-15 minutes for each

candidate. The Nominating Committee will work with the candidates to schedule interview times during the identified dates/times.

For more information about the roles and responsibilities for each of the open positions, please see the attached Cities Association Bylaws.

Please let me know if you have any questions.

Thank you,
Shali

Shali Sirkay, MPH
Executive Director
Cities Association of Santa Clara County
P.O. Box 3144
Los Altos, CA 94024
www.citiesassociation.org

RE: Reminder: Call for Nominations: 2026 CASC Executive Committee

From J.R. Fruen <JRFruen@cupertino.gov>
Date Wed 9/24/2025 5:15 PM
To Shali Sirkay <shali@citiesassociation.org>

 1 attachment (17 KB)

1st Vice President Statement of Interest - J.R. Fruen.docx;

Please see the attached expressing my interest in serving as 1st Vice President in the coming year.



J.R. Fruen

Councilmember

City Council

JRFruen@cupertino.gov

[\(408\)777-1316](tel:(408)777-1316)



From: Shali Sirkay <shali@citiesassociation.org>

Sent: Monday, September 22, 2025 11:27 AM

Cc: Brian Loventhal (Campbell) <brianl@campbellca.gov>; Tina Kapoor <tinak@cupertino.gov>; brad.kilger@cityofgilroy.org; Gabriel Engeland <gengeland@losaltosca.gov>; Peter Pirnejad <ppirnejad@losaltoshills.ca.gov>; Chris Constantin <cconstantin@losgatosca.gov>; manager@losgatosca.gov; Deanna Santana <dsantana@milpitas.gov>; Diana Perkins <diana@cityofmontesereno.org>; City Manager Office <citymanageroffice@milpitas.gov>; Christina Turner <christina.turner@morganhill.ca.gov>; McCarthy, Kimbra <kimbra.mccarthy@mountainview.gov>; Ed Shikada <ed.shikada@cityofpaloalto.org>; <ed.shikada@cityofpaloalto.org>; Maguire, Jennifer <jennifer.maguire@sanjoseca.gov>; Jovan Grogan <jgrogan@santaclaraca.gov>; Matt Morley <mmorley@saratoga.ca.us>; Tim Kirby <tkirby@sunnyvale.ca.gov>

Subject: Reminder: Call for Nominations: 2026 CASC Executive Committee

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

(All City/Town Mayors and Councilmembers on Bcc)

Hello,

Following up on my email below, this is a brief reminder that the deadline to submit your application for any Cities Association Executive Committee position is this **Wednesday, Sept 24, at 11:59 PM (PST)**.

To apply for one of the 4 open positions, please send an email to me, Shali Sirkay, at shali@citiesassociation.org, providing the following information:

1. Name, Position and Brief Bio
2. Reasons you are running for the Position

Further details are in the email below. Please let me know if you have any questions.

Thank you,
Shali

Shali Sirkay, MPH
Executive Director
Cities Association of Santa Clara County
P.O. Box 3144
Los Altos, CA 94024
www.citiesassociation.org

From: Shali Sirkay
Sent: Tuesday, September 16, 2025 7:27 PM
Cc: Brian Loventhal (Campbell) <brianl@campbellca.gov>; Tina Kapoor <tinak@cupertino.gov>; brad.kilger@cityofgilroy.org <brad.kilger@cityofgilroy.org>; Gabriel Engeland <gengeland@losaltosca.gov>; Peter Pirnejad <ppirnejad@losaltoshills.ca.gov>; Chris Constantin <cconstantin@losgatosca.gov>; manager@losgatosca.gov <manager@losgatosca.gov>; Deanna Santana <dsantana@milpitas.gov>; Diana Perkins <diana@cityofmontesereno.org>; City Manager Office <citymanageroffice@milpitas.gov>; Christina Turner <christina.turner@morganhill.ca.gov>; McCarthy, Kimbra <kimbra.mccarthy@mountainview.gov>; Ed Shikada <ed.shikada@cityofpaloalto.org> <ed.shikada@cityofpaloalto.org>; Maguire, Jennifer <jennifer.maguire@sanjoseca.gov>; Jovan Grogan <jgrogan@santaclaraca.gov>; Matt Morley <mmorley@saratoga.ca.us>; Tim Kirby <tkirby@sunnyvale.ca.gov>
Subject: Call for Nominations: 2026 CASC Executive Committee

(All City/Town Mayors and Councilmembers on Bcc)

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To apply for one of the 4 open positions, please send an email to the Executive Director, Shali Sirkay, at shali@citiesassociation.org, providing the following information:

- 1. Name, Position and Brief Bio.**
- 2. Reasons you are running for the Position.**

Email applications are due by **11:59 PM (PST) on Wednesday, September 24, 2025**. If necessary, the Nominating Committee will hold interviews, which will be 10-15 minutes for each candidate. The Nominating Committee will work with the candidates to schedule interview times during the identified dates/times.

For more information about the roles and responsibilities for each of the open positions, please see the attached Cities Association Bylaws.

Please let me know if you have any questions.

Thank you,
Shali

Shali Sirkay, MPH
Executive Director
Cities Association of Santa Clara County
P.O. Box 3144
Los Altos, CA 94024
www.citiesassociation.org

Name: J.R. Fruen

Position: 1st Vice President

Bio:

I presently serve as a Councilmember for the City of Cupertino and was elected to the City Council in 2022 as the first openly LGBTQ+ member of the Council. In that role, I've held positions on various internal and external committees, including: City of Cupertino Audit Committee, Santa Clara Valley Water Commission, VTA Policy Advisory Committee, Cities Association Legislative Action Committee, Council Advisory Board Member of the Cupertino Historical Society, the Association of Bay Area Governments General Assembly, and the Silicon Valley Clean Energy Board of Directors among others. I've also served as 2nd Vice President and ex-officio Chair of the Legislative Action Committee for the Cities Association in 2025. I am an attorney by training and maintain a small practice.

In my daytime professional capacity, I serve as Chief of Staff for San Jose Council District 1, a seat presently held by Councilmember Rosemary Kamei. In that capacity, I oversee a team of policy analysts covering the full range of policy areas entering into the jurisdiction of the City of San Jose, as well as the various outside committee and commission assignments held by Councilmember Kamei. These include the VTA Board of Directors, the Community and Economic Development Committee, the Rules and Open Government Committee, the Public Safety, Finance, and Strategic Support Committee, the Santa Clara County Local Agency Formation Commission, the Association of Bay Area Governments Executive Board, the Cities Association JPA Board of Directors, and the VTA Congestion Management Committee, among others. I directly handle a number of policy areas in service of Councilmember Kamei—land use, housing, homelessness, economic development, and intergovernmental affairs. District 1 comprises West San Jose and shares immediate borders with a number of other member cities of the Cities Association, including Cupertino, Santa Clara, Saratoga, and Campbell.

I'm a third-generation resident of Cupertino. I attended CUSD and FUHSD (Lynbrook High School, Class of 1998) schools. I graduated from UCLA with two majors and a minor in 2002. I hold a J.D. from Santa Clara Law (Class of 2014). Between undergrad and grad school, I managed a variety of retail establishments culminating in four years at Gucci on Santana Row.

Reasons I'm Running for the Position:

As part of my day job, I track legislation that impacts policy at the municipal level. Moreover, my training as an attorney gives me additional insight into how best to interpret state legislation, which the Cities Association weighs in on. As a general principle, I also sincerely value collaboration and concerted action. I feel that our cities are stronger when we speak with a single, united voice. I would like to help lead the Cities Association in amplifying that voice and sharing experience that makes us all better serve our communities. In particular, having now served as Chair of LAC for a year, I would like to us the 1st Vice President position to help the incoming LAC Chair in organizing LAC meetings, tracking legislation, and writing position letters.

Re: Application for Past President Role on the CASC Executive Board

From Shali Sirkay <shali@citiesassociation.org>
Date Wed 9/24/2025 11:44 AM
To Larry Klein <mayorklein@sunnyvale.ca.gov>

Thank you! I am confirming receipt of your application.

Best,
Shali

Shali Sirkay, MPH
Executive Director
Cities Association of Santa Clara County
P.O. Box 3144
Los Altos, CA 94024
www.citiesassociation.org

From: Larry Klein <mayorklein@sunnyvale.ca.gov>
Sent: Tuesday, September 23, 2025 8:56 PM
To: Shali Sirkay <shali@citiesassociation.org>
Subject: Application for Past President Role on the CASC Executive Board

Hi Shali,

Here is my applications for Executive Board. Not sure if you wanted this as a separate document or not.

1. Larry Klein applying for Executive Board Past President Position

Biography:

I've been Mayor of Sunnyvale for almost 7 years now. I have been a boardmember of the Cities Association for Santa Clara County for the last 8 years, operating in different roles.

During my 9+ years on Council, I have worked in many County and Regional representative positions (representing my city as well as the Cities Association of Santa Clara County itself).

My full resume can be found here:

<https://www.sunnyvale.ca.gov/home/showpublisheddocument/1102/637819987344870000>

2. Reason Applying

As Mayor, I've focused on working regionally on the issues facing cities of all sizes in our County. I have successfully collaborated with other Mayors and Councilmembers to raise our regional voice and the voice of the organization itself.

I value how the Cities Association has the flexibility of bringing a variety of topics and speakers to raise awareness and build coalitions to tackle the big problems of the day. I am thankful to have been the President over the past year, and I am committed to help the incoming president and the association in 2026.

I would be honored to be on the 2026 Executive Board as it's Past President.

Regards,

-Larry

Larry Klein
Sunnyvale Mayor

Reserve a spot at my office hours, most Fridays at Bean Scene (186 South Murphy Ave, SVL)

See my calendar and learn more at: www.larryklein.com/

Join me on [Facebook](#) – [Instagram](#)

MAYOR LARRY KLEIN

PROFESSIONAL EXPERIENCE

- Director of Program Management, Qnovo Corporation, 2013 – 2021
- Director of Digital Power, Exar Incorporated, 2008 – 2012
- Firmware Manager and Program Manager, FyreStorm Incorporated, 2002 – 2008
- Systems Group Functional Manager and Release Manager, Pluris, 1999 – 2002
- Staff Software Engineer and Engineering Manager, CellNet Data Systems, 1994 – 1999
- Staff Firmware Engineer, Siemens ROLM Communication, 1989 - 1994

GOVERNMENT ACTIVITIES

- Sunnyvale Mayor (2019-Present)
- Cities Association of Santa Clara County President 2020; 1st Vice President 2023
- Cities Association of Santa Clara County Board of Directors, 2017–Present
- Cities Association of Santa Clara County Selection Committee, 2019–Present; Chair 2023-Present
- Silicon Valley Clean Energy Authority, Board of Directors, 2021-Present; Exec Board Chair, 2024
- Santa Clara County - Measure A (2016 Housing Bond) Oversight Committee, 2023-Present
- Santa Clara County Recycling Waste Reduction Commission, 20223-Present; Chair 2024
- US Conference of Mayors - Technology and Innovation Committee Member, 2023-Present
- SVLG Silicon Valley Regional Recovery Mayors' Circle Co-Chair, 2020-22
- Sunnyvale City Councilmember, 2016–Present; Sunnyvale Vice Mayor (2018)
- VTA State Route 85 Corridor Policy Advisory Board, 2017–2023
- Association of Bay Area Governments (ABAG) General Assembly Member, 2017–2022
- CAL ID/RAN Policy Board Member, 2019-Present
- County of Santa Clara Redevelopment Dissolution Oversight Board Member, 2019-Present
- City of Sunnyvale, Planning Commissioner, 2014–2016
- Joint Cities Stevens Creek Trail Extension Citizens Group Member, 2013-2015
- City of Sunnyvale, Charter Review Committee, 2006-2007
- City of Sunnyvale, Planning Commissioner, 2004–2010; Chair, 2007–2008

COMMUNITY SERVICE

- Caltrain Citizens Advisory Committee, Board Member, 2017-2024
- Livable Sunnyvale Founding Member
- Sunnyvale Community Gardens, Board Member, 2015-2016
- Sunnyvale Centennial Parade and Celebration Planning Committee, 2012
- Sunnyvale Historical Society and Museum Association, President, 2011-2013
- Sunnyvale Historical Society and Museum Association, Board Member, 2010-2016
- Founding Member of Charles Street Community Gardens

EDUCATION

- Computer Science, BS, University of Southern California, 1989
- Bloomberg Harvard City Leadership Initiative Class of 2022-2023

CONTACT INFORMATION

- E-MAIL: kleincouncil@sunnyvale.ca.gov
- PHONE: 408-730-7473

MAYOR LARRY KLEIN

PROFESSIONAL EXPERIENCE

- Director of Program Management, Qnovo Corporation, 2013 – 2021
- Director of Digital Power, Exar Incorporated, 2008 – 2012
- Firmware Manager and Program Manager, FyreStorm Incorporated, 2002 – 2008
- Systems Group Functional Manager and Release Manager, Pluris, 1999 – 2002
- Staff Software Engineer and Engineering Manager, CellNet Data Systems, 1994 – 1999
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- Santa Clara County - Measure A (2016 Housing Bond) Oversight Committee, 2023-Present
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- US Conference of Mayors - Technology and Innovation Committee Member, 2023-Present
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CONTACT INFORMATION

- E-MAIL: kleincouncil@sunnyvale.ca.gov
- PHONE: 408-730-7473

From: Catherine “Kitty” Moore
Vice Mayor, City of Cupertino

To: Nominating Committee and Board Members: Larry Klein, Mayor of Sunnyvale/Board President, Tina Walia, Saratoga Councilmember/First Vice President, and Carmen Montano, Mayor of Milpitas/Board Member

RE: Position(s) Sought: 1st VP, 2nd VP or Secretary/Treasurer

Greetings!

As Vice Mayor of Cupertino, I bring a unique blend of technical expertise, regional leadership experience, and deep community commitment to public service. I am in my second term on city council having been re-elected in 2024 with the highest number of votes, the largest vote margin to the next candidate in Cupertino history, and while running against 4 prior Cupertino Mayors.

As a child growing up in Vermont, my family was on foot stamps; I was financially independent at 18 and I attended university on a AFROTC scholarship working up to three jobs while in school. My husband, siblings, late father and uncles are all veterans of the US Armed Forces. I am mom to two adult sons who work together with my husband on a startup they are building.

I have a technical background working in Civil Engineering (designed street, grading, sewer, storm drains, and conducted hydrology studies, traffic studies, etc.) and am a certified paralegal with a lifelong dedication to learning—most recently completing both Basic and Advanced Environmental Studies Certificates to strengthen my effectiveness as a policymaker. Over the past seven years, I’ve served on the Cupertino City Council and previously as Chair of the Planning Commission, Chair of Cupertino’s Environmental Review Committee (4 years), Legislative Review Committee (served 3 years), Housing Element Strategic Advisory Committee, and Audit Committee (served 3 years). I’ve also represented Cupertino regionally as Vice Chair of the Santa Clara Valley Water Commission, 2-year Chair of the Valley Transportation Authority Policy Advisory Committee, and a Board Member of the Santa Clara County Library District JPA, where I was appointed to the Finance Subcommittee. I currently am appointed as primary to serve on the SCCCA LAC, BOD, and Selection Committee with Mayor Chao as the alternate. My work focuses on fiscally sound governance, transparent leadership, and collaborative solutions that serve all our communities.

My record reflects a strong commitment to environmental protection, public accountability, and smart financial stewardship. I uncovered over \$64 million in idle city funds in 2024—securing higher returns for taxpayers—and established a Fraud, Waste, and Abuse hotline that strengthened internal controls and helped restore public trust after a 14-year embezzlement. Environmentally, I spearheaded action on major cleanup efforts, including identifying more extensive hazardous waste contamination at the Vallco site, which led to long-overdue regulatory oversight after years of delays. I’ve championed local environmental ordinances, expanded affordable housing—including homes for extremely low-income residents with developmental disabilities—and secured tens of millions in grants for parks, streets, and public facilities.

I have solid experience with budgets and review spending and financial policy thoughtfully having served 3 years on our Audit Committee and budget formatting subcommittee to increase public engagement and accessibility to the complexities of municipal budgeting. While the JPA budget is not as complex, having good policies in place and experience with oversight would be helpful for the organization. I have served 3 years on our Legislative Review Committee which is supported by a lobbyist. I understand the importance of having a legislative platform, and to fairly listen to committee members, along with the legal requirements conducting meetings and have advocated successfully for these to be met at the LAC where they were not. The LAC needs to have some consensus on a basic platform, fairness in proposing bills, and a reasonable limit to their number.

The JPA overall, will always need thoughtful stewards to promote a democratic body which supports and advocates for the needs of the member cities to fulfill the JPA Agreement Purposes particularly such as being a forum for the wider community and creating more opportunities to discuss approaches to each city's strategies on regional issues. This year's members, for instance, could have Article 2 – Creation and Purposes presented as an online survey, perhaps with additions from the President, to grade ourselves on our performance with comment space available for each item and the results could inform the JPA for next year's work plan direction.

I would be humbled and honored to be able to bring this depth of experience, integrity, and results-driven leadership to the Santa Clara County Cities Association and look forward to supporting our cities to have solid, collective input from all members, as 1st Vice President, 2nd Vice President or Secretary/Treasurer.

Thank you all for your service to the Cities Association, your individual cities, and to all our constituents. The countless hours providing for and advocating for our region are genuinely appreciated!

Best regards,

Kitty Moore

Joint Powers Agency Agreement for Cities Association of Santa Clara County

ARTICLE 2 - CREATION AND PURPOSES

- 2.1 This Agreement is entered into by the Members in order to:
 - 2.1.1 Review, study, develop consensus positions, and take action on issues of interest to Members;
 - 2.1.2 Focus on local and regional matters that are important to our future;
 - 2.1.3 Develop a common agenda for Santa Clara County cities;

- 2.1.4 Serve as a unified voice for Santa Clara County cities in relationship to other agencies, organizations, and levels of government;
- 2.1.5 Establish and administer the City Selection Committee pursuant to Government Code Section 50270 et seq., as amended and make appointments to regional and local bodies as provided by law;
- 2.1.6 Serve as a source of education, information, and networking for officials from all cities in Santa Clara County;
- 2.1.7 Provide a forum for non-city individuals, groups and organizations and the private sector to address items of interest to Santa Clara County cities;
- 2.1.8 Reduce duplication of effort by sharing information and provide a unified voice and strong advocacy on legislation and other important issues that affect its Members;
- 2.1.9 Strengthen the Members' and Agency's standing at the regional, State and Federal level;
- 2.1.10 Strive to respect local control, provide regional perspective, and make a difference to elevate the quality of life throughout the County;
- 2.1.11 Provide a forum for discussion and study of problems common to the Members and to assist in the development and implementation of solutions to such problems;
- 2.1.12 Provide a method for the Members to collaborate and jointly develop policies that benefit the region; and
- 2.1.13 Collaborate in such a way that is efficient, saves the jurisdictions the expense of individual effort, and creates positive outcomes.

Executive Committee Application

From Rob Moore <RMoore@losgatosca.gov>

Date Sat 9/27/2025 11:17 PM

To Shali Sirkay <shali@citiesassociation.org>

Shali,

Please see the following information for my Cities Association Executive Committee Application below. I am applying for the position of Secretary/Treasurer.

1. Name, Position, and Brief Bio:

Rob Moore, Vice Mayor of Los Gatos

I have been honored to serve on the Los Gatos Town Council for nearly three years, where I've built a reputation for thoughtful, collaborative, and communicative leadership. On my Council, I successfully championed creating a Homeless Hotel Program, changing most crosswalks to be "pedestrian-leading," establishing a DEI Commission, reorienting the Parks Commission to the Parks and Sustainability Commission, and expanding our Community Grants Program, funding rental assistance, older adult food assistance, and emergency generator distribution.

Serving on the Cities Association Legislative Action Committee, Chair of the West Valley Sanitation District, and VTA Board alternate has given me direct experience in regional fiscal oversight, governance, and building consensus across jurisdictions—skills that will translate directly to the role of Secretary/Treasurer.

Outside of my work in municipal government, I serve as a Policy Aide for County Supervisor Margaret Abe-Koga. In this role, I have the privilege of helping Supervisor Abe-Koga serve 9 out of 15 Santa Clara County cities, allowing me a unique insight into the needs of cities throughout our region. Before that, I worked as the Senior District Representative for Assemblymember Gail Pellerin, giving me strong connections to our state legislators. Prior to that, I worked for three years at an environmental and housing nonprofit where I ran an 80-bed homeless shelter, oversaw a tiny home program, and organized a statewide climate action conference.

2. Reasons you are running for the Position:

It would be an honor to serve as Secretary/Treasurer of the Cities Association's Executive Committee. As city leaders, I believe one of our most powerful tools to make change is regional partnership. I believe strongly in the Cities Association's mission to unite our cities with one voice, and that has never been more important than in these politically uncertain times. Strengthening communication—both among cities and with the public—is a particular priority for me. Having focused heavily on my own communication strategies as Vice Mayor through regular newsletters, monthly community meetings, and online connection, I am committed to strengthening the collective impact of cities' voices.

I bring a fresh perspective paired with broad experience in local, state, and federal government, as well as professional leadership on housing, sustainability, and public health. I believe the

Cities Association thrives when we elevate leaders who are not only prepared to manage complex responsibilities but also bring people together with civility and respect. I will ensure the Cities Association continues to be a constructive, solutions-focused body where every city's perspective is valued. As Secretary/Treasurer, I would approach the work with steadiness, transparency, and professionalism, while also keeping an eye toward the future and the long-term needs of our region. I respectfully ask for your support in serving in this capacity and representing our collective interests with diligence and integrity.

Thank you for your consideration.

In community,

Rob

Rob Moore

Vice Mayor, Los Gatos

To help avoid violations of the Brown Act, please refrain from forwarding this email.

Cities Association Executive Committee Application

From Elliot Scozzola <elliots@campbellca.gov>

Date Tue 9/23/2025 2:42 PM

To Shali Sirkay <shali@citiesassociation.org>

Hi Shali!

I wish to have the opportunity to serve on the Cities Association Executive Committee as the Second Vice President/Legislative Action Committee Chair.

I feel that I'm qualified for this position having served the last 3 years on Silicon Valley Clean Energy's legislative committee (this year as Chair), and am currently serving on the City of Campbell's legislative committee.

I would also add that the knowledge & experience I've gained serving as the CASC Secretary Treasurer, as well as my positive working relationships with local legislators are key factors in pushing for greater legislative success when it comes to the collective goals of the Cities Association.

I thank the Board for their consideration.

Best regards,

Elliot

Re: DEADLINE EXTENDED: Applications for CASC Executive Committee

From Veenker, Vicki <Vicki.Veenker@palloalto.gov>

Date Mon 9/29/2025 12:00 AM

To Shali Sirkay <shali@citiesassociation.org>

Cc larry@larryklein.com <larry@larryklein.com>

Dear Shali,

I would like to apply for a position on the Cities Association Executive Committee. Kindly find below the information requested.

1. I am applying for the Secretary/Treasurer position.

Here is my bio:

Vicki Veenker is the Vice Mayor of Palo Alto, where she Chairs the Council's Climate Action Committee and Policy & Services Committee. Ms. Veenker also represents Palo Alto regionally, serving as Palo Alto's Commissioner on the Northern California Power Agency, where she serves on the Executive Committee and the Legislative & Regulatory Committee. In 2023, Ms. Veenker was appointed by the Cities Association to 1) the Board of Directors of the Bay Area Air Quality Management District, where she is now Vice Chair of the Board and Chairs the Policy, Grants, and Technology Committee, and 2) the Santa Clara County Recycling & Waste Reduction Commission. Ms. Veenker has served for two years on the Executive Committee of the League of California Cities, Peninsula Division, as Co-Chair of the Legislative Action Committee. Ms. Veenker believes in the power of cities, which led her to found Sibling Cities USA, a non-profit that builds relationships between US city pairs to bridge our regional divides. Vicki has led a wide range of community groups, including the Law Foundation of Silicon Valley, WIRE for Women, and more. Professionally, Ms. Veenker is a patent attorney who was a partner at Fish & Neave, before founding the Silicon Valley Intellectual Property Group at international law firm Shearman & Sterling and then her own firm Veenker Law Offices. She co-founded Women's Professional Soccer, serving as its first General Counsel. Ms. Veenker was appointed by the US International Trade Commission to serve on its mediation roster; she also serves on our federal court's neutral evaluation and mediation panels.

2. Reasons for Applying

I am applying because I believe in regional collaboration as a way to learn from each other's successes and challenges, and as a way to have a stronger voice for our County's cities. If elected to the Executive Committee, I intend to serve the cities of Santa Clara County by working with other members of the Executive Committee and Board to promote the Association's policy, education, and advocacy goals. I look forward to working with elected officials from neighboring cities to ensure that our cities have the voice they deserve on issues of importance to Santa Clara County. Cities are vital to the strength of our region, state, and nation, and our impact comes from uniting to equitably serve our communities. I would welcome the chance to work with the SCCCA Executive Board.

Vicki

Vicki Veenker
Vice Mayor
City of Palo Alto
Vicki.Veenker@paloalto.gov



From: Shali Sirkay <shali@citiesassociation.org>

Sent: Friday, September 26, 2025 9:40 AM

Cc: Brian Loventhal (Campbell) <brianl@campbellca.gov>; Tina Kapoor <tinak@cupertino.gov>; brad.kilger@cityofgilroy.org <brad.kilger@cityofgilroy.org>; Gabriel Engeland <gengeland@losaltosca.gov>; Peter Pirnejad <ppirnejad@losaltoshills.ca.gov> <ppirnejad@losaltoshills.ca.gov>; Chris Constantin <cconstantin@losgatosca.gov>; manager@losgatosca.gov <manager@losgatosca.gov>; Deanna Santana <dsantana@milpitas.gov>; Diana Perkins <diana@cityofmontesereno.org>; City Manager Office <citymanageroffice@milpitas.gov>; Christina Turner <christina.turner@morganhill.ca.gov>; McCarthy, Kimbra <kimbra.mccarthy@mountainview.gov>; Shikada, Ed <Ed.Shikada@paloalto.gov>; Maguire, Jennifer <jennifer.maguire@sanjoseca.gov>; Jovan Grogan <jgrogan@santaclaraca.gov>; Matt Morley <mmorley@saratoga.ca.us>; Tim Kirby <tkirby@sunnyvale.ca.gov>

Subject: DEADLINE EXTENDED: Applications for CASC Executive Committee

CAUTION: This email originated from outside of the organization. Be cautious of opening attachments and clicking on links.

(All SCC Mayors and Councilmembers on Bcc)

Hello,

Several councilmembers expressed deep interest in applying for one of the positions on the Cities Association Executive Committee but I have not yet received those applications.

Therefore, **the deadline for submitting your applications has been extended to 11:59 PM on Sunday, September 28, 2025.**

To apply for one of the 4 open positions, please send an email to the Executive Director, Shali Sirkay, at shali@citiesassociation.org, providing the following information:

1. **Name, Position and Brief Bio.**
2. **Reasons you are running for the Position.**

As a reminder, there are 4 Officer positions that are up for election:

- **President**
- **First Vice President**
- **Second Vice President/Legislative Action Committee Chair**
- **Secretary/Treasurer**

These Officers will serve on the Cities Association Executive Committee, along with the immediate Past President, for one year, starting December 2025. To serve as an Officer, an individual must be a Councilmember/Mayor of a Cities Association member city. Additionally, 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 Councilmember of any member city, regardless of whether they are on the Board of Directors. Therefore, Councilmembers who are not serving on the Board of Directors may still apply for the positions of First Vice President, Second Vice President/LAC Chair, and Secretary/Treasurer. The Nominating Committee will ensure that the final composition complies with the requirements. On November 13, 2025, members of the Board or their alternates will vote for the Officers. Additional nominations may be made from the floor at the October 9 Board meeting.

Please let me know if you have any questions.

Thank you,

Shali

Shali Sirkay, MPH
Executive Director
Cities Association of Santa Clara County
P.O. Box 3144
Los Altos, CA 94024
www.citiesassociation.org

Application of Interest for Tina Walia to serve as President for Cities Association of Santa Clara County, 2026

From Tina Walia <twalia@saratoga.ca.us>

Date Wed 9/24/2025 11:14 PM

To Shali Sirkay <shali@citiesassociation.org>

Subject: Application of Interest for **Tina Walia** to serve as **President** for Cities Association of Santa Clara County, 2026

Hi Shali,

Please accept this as my application of interest.

Name/Position: **Tina Walia** applying for **President**, Cities Association of Santa Clara County

Reason for Running:

My involvement with the Cities Association of Santa Clara County (CASCC) spans five years of service in a range of leadership positions. As the 2025 First Vice President, I have supported both the Board President and LAC Chair operationally. My leadership as the 2024 Legislative Action Committee (LAC) Chair reflects my commitment to regional collaboration, engagement, and advocacy.

In addition to my work with CASCC, I serve on the Silicon Valley Clean Energy (SVCE) Board of Directors and the Santa Clara County Emergency Operating Area Council—roles that underscore my focus on regional partnerships and practical, forward-looking solutions that benefit all communities.

CASCC's ability to unite our diverse cities gives us a stronger, more cohesive voice to improve quality of life throughout Santa Clara County. As we look to the future, leadership continuity will be vital to advancing our shared goals. I remain fully committed to CASCC's mission and would be honored to have the Board's support to serve as President in 2026.

Bio/Relevant experience: Here's a brief snapshot of my **relevant experience**:

City of Saratoga

Elected City Council Member, 2020 to 2024

Mayor 2021-2022

Vice Mayor 2020-2021

Elected City Council Member, 2024 to present (uncontested, second four year term)

Cities Association of Santa Clara County (CASCC)

First Vice President, 2025

Second Vice President/Legislative Action Committee Chair, 2024

Board of Directors, January 2022 to present (Alternate 2021)

City Selection Committee, 2022, 2024, 2025

Executive committee, 2023 to present

Secretary/Treasurer and then Member at Large, 2023

Legislative Action Committee, 2022, 2024, 2025

Website Update ad hoc Committee 2025

Silicon Valley Clean Energy Agency

Board of Directors, 2021 to present
Chair, Board of Directors, 2024
Vice Chair, Board of Directors, 2023
Executive Committee, 2023, 2024, 2025
Chair, Executive Committee, 2023
Finance and Administrative Committee, 2023
CEO search ad hoc Committee, 2023 to 2024
Legislative ad hoc Committee, 2025

Santa Clara County Emergency Operational Area Council, Seat 5, January 2025 to present

West Valley Mayors and Managers, Chair, 2022

Santa Clara County Library District Board of Directors, 2022

Education:

MBA, MS in Architecture, MS in Strategic Management – all three from University of Illinois at Urbana-Champaign
BS in Architecture, Punjab University, India

Thank you for this opportunity.

Regards,
Tina Walia
Council Member
Former Mayor, City of Saratoga
408-549-5141

CASCC Proposed 2026 Slate for Executive Committee

From Shali Sirkay <shali@citiesassociation.org>

Date Thu 10/9/2025 4:24 PM

Cc Jannie Quinn <jquinn@publiclawgroup.com>; Andrew Shen <ashen@publiclawgroup.com>; Brian Loventhal (Campbell) <brianl@campbellca.gov>; Tina Kapoor <tinak@cupertino.gov>; brad.kilger@cityofgilroy.org <brad.kilger@cityofgilroy.org>; Gabriel Engeland <gengeland@losaltosca.gov>; Peter Pirnejad <ppirnejad@losaltoshills.ca.gov>; <ppirnejad@losaltoshills.ca.gov>; Chris Constantin <cconstantin@losgatosca.gov>; manager@losgatosca.gov <manager@losgatosca.gov>; Deanna Santana <dsantana@milpitas.gov>; Diana Perkins <diana@cityofmontesereno.org>; City Manager Office <citymanageroffice@milpitas.gov>; Christina Turner <christina.turner@morganhill.ca.gov>; McCarthy, Kimbra <kimbra.mccarthy@mountainview.gov>; Ed Shikada <ed.shikada@cityofpaloalto.org>; <ed.shikada@cityofpaloalto.org>; Maguire, Jennifer <jennifer.maguire@sanjoseca.gov>; Jovan Grogan <jgrogan@santaclaraca.gov>; Matt Morley <mmorley@saratoga.ca.us>; Tim Kirby <tkirby@sunnyvale.ca.gov>

Bcc Anne Bybee <anneb@campbellca.gov>; Kitty Moore <kmoore@cupertino.org>; Mayor Greg Bozzo <greg.bozzo@cityofgilroy.org>; Neysa Fligor <nfligor@losaltosca.gov>; Kavita Tankha <ktankha@losaltoshills.ca.gov>; Matthew Hudes <mhudes@losgatosca.gov>; Carmen Montano <cmontano@milpitas.gov>; ktoren@cityofmontesereno.org <ktoren@cityofmontesereno.org>; Mark Turner <mark.turner@morganhill.ca.gov>; Kamei, Ellen <ellen.kamei@mountainview.gov>; Lauing, Ed <ed.lauing@cityofpaloalto.org>; Kamei, Rosemary <rosemary.kamei@sanjoseca.gov>; Kelly Cox <kcox@santaclaraca.gov>; Tina Walia <twalia@saratoga.ca.us>; kleincouncil <kleincouncil@sunnyvale.ca.gov>; Elliot Scozzola <elliots@campbellca.gov>; Terry Hines <terryh@campbellca.gov>; lchao@cupertino.org <lchao@cupertino.org>; Pete Dailey <pdailey@losaltosca.gov>; Rajiv Bhateja <rajivb@losaltoshills.ca.gov>; Rob Moore <rmoore@losgatosca.gov>; Evelyn Chua <echua@milpitas.gov>; Lon Allan <lallan@cityofmontesereno.org>; Marilyn Librers <marilyn.librers@morganhill.ca.gov>; Ramos, Emily Ann <emily.ramos@mountainview.gov>; Stone, Greer <greer.stone@cityofpaloalto.org>; Campos, Pamela <pamela.campos@sanjoseca.gov>; Lisa Gillmor <lgillmor@santaclaraca.gov>; Yan Zhao <yzhao@saratoga.ca.us>; Linda Sell <sellcouncil@sunnyvale.ca.gov>

(Board Members and Alternates on Bcc)

Hello,

The Nominating Committee of the CASCC recommends the following slate of officers for the 2026 Executive Committee:

- **President-** Tina Walia (Councilmember, Saratoga)
- **First Vice President-** JR Fruen (Councilmember, Cupertino)
- **Second Vice President/LAC Chair-** Elliot Scozzola (Councilmember, Campbell)
- **Immediate Past President-** Larry Klein (Mayor, Sunnyvale)

For the **Secretary/Treasurer** position, the Nominating Committee dually endorses Kitty Moore (Vice Mayor, Cupertino) and Vicki Veenker (Vice Mayor, Palo Alto).

The Board will vote for the Executive Committee positions at the November 13, 2025 regular Board meeting. Nominations from the floor for any of these positions will be accepted at that time.

Please let me know if you have any questions.

Thank you,
Shali

Shali Sirkay, MPH
Executive Director
Cities Association of Santa Clara County
P.O. Box 3144
Los Altos, CA 94024
www.citiesassociation.org



Agenda Item 4: Website Update

Document included:

1. Quote from Tripepi Smith

WEBSITE DESIGN AND HOSTING SERVICES

The Cities Association of Santa Clara County

July 18, 2025

Revised October 1, 2025

**By: Ryder Todd Smith
Co-founder & Principal
Tripepi Smith & Associates**

Table of Contents

COVER LETTER 3

ABOUT TRIPEPI SMITH 4

TRIPEPI SMITH TEAM..... 11

PROPOSED SCOPE OF SERVICES 14

CLIENT WORK & REFERENCES 20

COST PROPOSAL..... 23

APPENDIX: RESUMES..... 29

COVER LETTER

Thank you for this opportunity to support the Cities Association of Santa Clara County as a partner in designing, hosting and maintaining its website. This proposal will outline how our team of website design and development experts will design, develop and support a modern website for the benefit of the Cities Association of Santa Clara County and its stakeholders. This document will describe Tripepi Smith, our firm experience and our approach to your website redesign.

Tripepi Smith has a deep understanding of the unique dynamics of local communities: over 200 local government agencies, primarily in California, have chosen us to support their communications needs. Dozens of private companies, nonprofits and public agencies have tapped our team to support their website redesigns. Our firm not only has a history of successful website implementations, but we also have a strong history of working with water agencies to understand the totality of their communication needs and the critical role a website plays in fulfilling them.

Tripepi Smith builds websites on the WordPress platform. This open-source platform is the most used content management system (CMS) in the world and powers some of the most highly trafficked websites. WordPress is well-understood by a large number of website developers and management firms. As a result, the Cities Association of Santa Clara County will avoid proprietary lock-in on the redesigned website, enabling access to thousands of WordPress experts should Tripepi Smith no longer meet your needs (though we hope it never comes to that). Our goal is to set the Cities Association of Santa Clara County up to independently run its own website, regardless of who might contribute to it.

We are confident that our dedication and proven track record make us the right partner for the Cities Association of Santa Clara County. Thank you for considering us in this endeavor. We eagerly anticipate the chance to discuss our proposal in more detail.

Authorization

I affirm that I have the legal authorization to bind Tripepi Smith into agreements with the Cities Association of Santa Clara County and to make the statements below on behalf of the firm. This proposal is valid for 90 days from the date of submission.

Regards,



Ryder Todd Smith

Co-Founder & President, Tripepi Smith & Associates, Inc.

Ryder@TripepiSmith.com • (626) 536-2173 • PO Box 52152, Irvine, CA 92619

RFP@TripepiSmith.com is our preferred point of contact throughout the evaluation process.

ABOUT TRIPEPI SMITH

A Public Affairs Firm that Understands Local Government

Tripepi Smith excels in public affairs and marketing. Founded in 2000 and incorporated as a California corporation in 2002, the company is headquartered in Orange County, California, with staff throughout the western United States. We work in a complex environment where successful communications go hand-in-hand with marketing and technical expertise. As a full-service marketing and creative services firm, Tripepi Smith offers the right professionals for the job while being small enough to be nimble and responsive. Our team offers a broad spectrum of experience and skills that allows us to apply the appropriate resource to the appropriate tasks; this allows us to execute work faster and reduce engagement costs.

Tripepi Smith's team comprises over 70 full-time professionals experienced in local government. Our staff includes former municipal employees with backgrounds in creative services, public information and city management, as well as seasoned directors, analysts and practice area specialists. Accredited public relations (APR) professionals guide effective messaging while policy wonks provide counsel on public affairs. TS Creatives fashion compelling branding, websites, print and digital design, social media, photography and videography. We employ multiple FAA-certified drone pilots and operate a full-scale video production studio with extensive event and broadcast experience.

The Result: We can tell a complete story across mediums, all within our one team.

Firm Structure and Financial Matters

Tripepi Smith was founded in 2000 and incorporated in 2002 as a California S Corporation. The firm has two corporate officers, who are also the co-founders with equal ownership of the business:

Co-Founder & President Ryder Todd Smith

Chief Financial Officer Nicole Smith

Ryder and Nicole have signing authority to bind Tripepi Smith into agreements with clients. Tripepi Smith has generated a profit every year it has been in operation. We have never had a legal claim filed against us and have never failed to fulfill a contract commitment.

In addition to the President/CEO and CFO, multiple principals and directors oversee the day-to-day operations of a team of analysts, graphic designers, photographers and videographers. All Tripepi Smith employees report directly to the President. Please refer to our Org Chart for full details.

Grounded in Civic Affairs

CFO Nicole Tripepi Smith is a second-generation civic-affairs professional (her father was a city manager for 28 years). President Ryder Todd Smith brings over 20 years of public agency marketing and communications experience to the table.

Office Locations

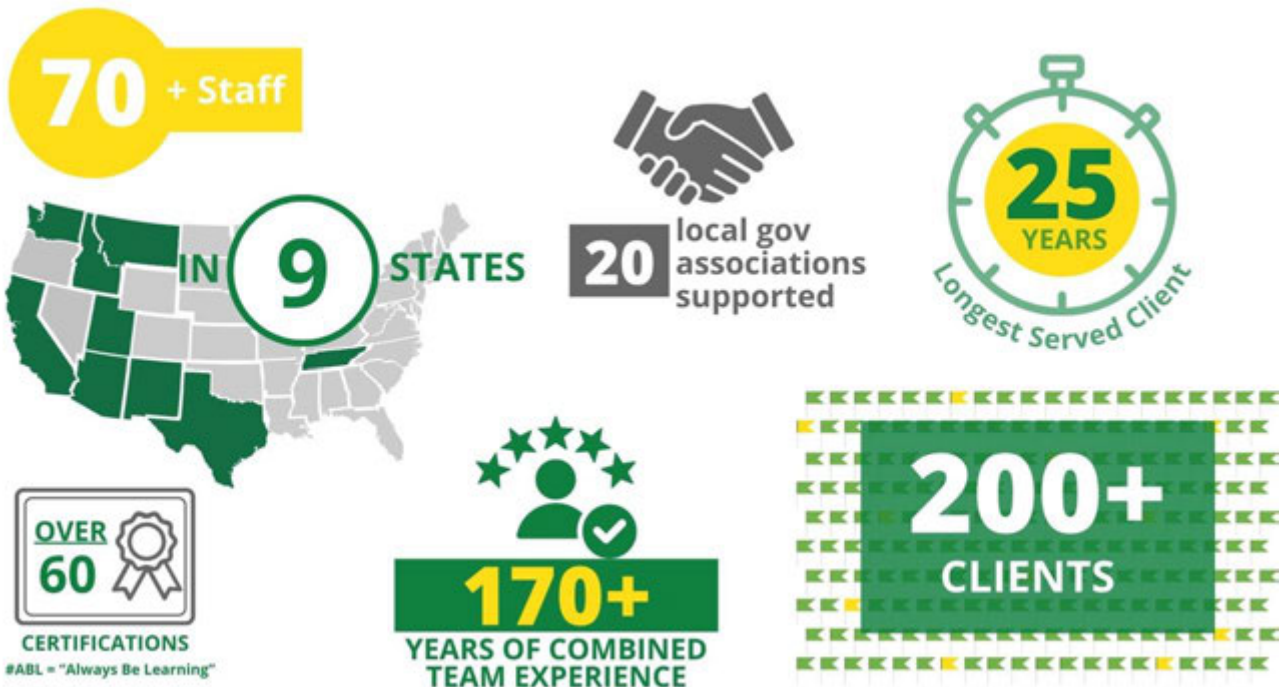
Since early 2017, Tripepi Smith has operated in a completely virtual office environment. Being virtual enhances operational resilience and grants us access to a flexible and diverse workforce. The team — composed of policy wonks, creative message developers, broadcast specialists, videography experts, technology gurus and graphic artists — resides throughout Arizona, California, Idaho, Montana, New Mexico, Tennessee, Texas, Utah, Washington, with a majority based in California.

Contact Information

Email: RFP@TripepiSmith.com

Phone: (626) 536-2173

Mail: PO Box 52152, Irvine, CA 92619



"Being transparent about water quality with our residents and addressing their questions is important to the City of Lomita. Tripepi Smith brought technical skills and an understanding of water policy in California to the table that enabled the City to complete the website in less than four weeks. Tripepi Smith offered a quick single-stop solution to the City's needs, and they were a great partner to us."

Ryan Smoot

Former City Manager, Lomita Water (City of Lomita)

Our Services

Tripepi Smith operates at the intersection of marketing, technology and public affairs. We excel in each of these areas, but the true power lies in our ability to seamlessly integrate them. This holistic approach allows us to craft impactful solutions for our clients.

Strategy, Marketing, Communications

.....
**Strategic Development, Research,
Surveys, Messaging**
.....

.....
Social Media Management
.....

.....
**Web and Social Media Strategy,
Optimization (SEO), Metrics**
.....

.....
Web Hosting and Support
.....

.....
Email Campaigns
.....

.....
Relations
(Media, Stakeholders, Public, Government)
.....

.....
**Support and Training for Events,
Presentations and Virtual Gatherings**
.....

.....
**Digital, Print, Radio,
Out-of-Home Advertising**
.....

.....
Staff Training
(Media, Social Media, Photo, Brand Implementation)
.....

.....
Association Management Services
.....

Creative Services

.....
**Full-Service Graphic Design
for Digital, Print and Outdoor**
.....

.....
Brand and Logo Development
.....

.....
Content Creation
(Writing, Editorial, Thought Leadership)
.....

.....
Output Services
(Digital Distribution, Print Management, Mail
Management)
.....

.....
Illustration and Information Graphics
.....

.....
Photography
.....

.....
**Videography, Broadcasting, Podcasting,
Drone**
.....

.....
**Event Production, Technical and AV
Support**
.....

.....
Animation and Motion Graphics
.....

.....
Web Design and Implementation
.....

Partial Client Roster

We have a network of 200+ satisfied clients in the local government space. We are happy to connect you with contacts at our client agencies who can share their experience working with Tripepi Smith.

California City Management Foundation	City of La Cañada Flintridge	City of Rancho Palos Verdes
City of Aliso Viejo	City of La Palma	City of Riverbank
City of American Canyon	City of La Puente	City of Rohnert Park
City of Atascadero	City of La Verne	City of Rolling Hills Estates
City of Azusa	City of Laguna Hills	City of San Leandro
City of Baldwin Park	City of Laguna Niguel	City of Santa Ana
City of Bellflower	City of Lake Forest	City of Santa Clarita
City of Benicia	City of Lakeport	City of Santa Paula
City of Burlingame	City of Lancaster	City of Saratoga
City of Claremont	City of Livermore	City of Stanton
City of Coronado	City of Lomita	City of South Gate
City of Cotati	City of Lynwood	City of South Pasadena
(City of) Culver City	City of Malibu	City of Tracy
City of Cupertino	City of Manhattan Beach	City of Vallejo
(City of) Daly City	City of Manteca	Costa Mesa Sanitary District
City of Danville	City of Martinez	Del Paso Manor Water District
City of Duarte	City of Menifee	Estrella-El Pomar-Creston Water District
City of El Cerrito	City of Millbrae	Shandon-San Juan Water District
City of Encinitas	City of Morgan Hill	West County Wastewater District
City of Fountain Valley	City of Murrieta	Independent Cities Association
City of Foster City	City of Napa	Independent Cities Finance Authority
City of Fullerton	City of Orange	Institute for Local Government
City of Gilroy	City of Orinda	League of California Cities
City of Grover Beach	City of Pacifica	Municipal Management Association of Northern California
City of Hawaiian Gardens	City of Palm Desert	Municipal Management Association of Southern California
City of Hayward	City of Palmdale	Orange County City Manager Association
City of Healdsburg	City of Paramount	San Gabriel Valley City Managers' Association
City of Hercules	City of Pico Rivera	Claremont McKenna College
City of Huntington Beach	City of Pismo Beach	
City of Indian Wells	City of Placentia	
City of Irvine	City of Pomona	
	City of Rancho Mirage	

Local Government Affiliation & Support

Tripepi Smith is a longstanding partner to these institutions, the majority of which have entrusted us with supporting their communications.



**California City
Management Foundation**



**California Association
of Public Information Officials**



League of California Cities



**California Contract
Cities Association**



**Orange County City
Manager Association**



Cal-ICMA



**California Municipal Revenue and
Tax Association**



**Municipal Management Association
of Northern California**



**Municipal Management Association
of Southern California**



**Institute for
Local Government**



**San Gabriel Valley
City Managers' Association**



**California Special
District Association**



**Texas Women's
Leadership Institute**



**Urban Management Assistants
of North Texas**



**Washington City/County
Management Association**

Axioms We Live By

Introduction

In our work with over 200 local government agencies on external communications since our incorporation in 2002, we have identified many patterns, observations and insights. As a result we have developed some axioms (AKA sayings or mottos) when it comes to thinking about external-facing communications. These are just a few that we find universally true.

Content X Distribution = Impact

The audience must see your content to be impacted by it.



Tripepi Smith was born in the digital era. We take digital seriously and recognize how critical it is to not only develop great visuals and messaging, but to ensure the audiences we want to reach actually see that content.

“Content x Distribution = IMPACT” is how we illustrate the point: What good is content if you aren’t properly promoting, distributing or sharing it? On the other hand, what good is distribution if the content fails to engage your audience positively? We use this principle to guide a comprehensive distribution strategy that ensures we reach our target audiences.



**If you don’t publish
information first, someone
else will—and they may not
care about the facts.**

In this age of smartphones and voice-activated virtual assistants, we are used to being able to access news and information at our fingertips. When your community cannot easily find information — such as a controversial policy decision, a new housing development or a political scandal — they may resort to finding "the facts" on their own. This is especially true for crisis communications: the longer you wait to address the crisis, the more time you are giving to others to fill that void with their own research and/or opinions.

So, we strive to get your information out there first, even if it is a "holding message" such as "we are aware of the situation and will use our official channels to share more info soon." By publishing information on your agency's website or some other centralized location, you, your agency leadership and your supporters will be able to easily debunk misinformation with verifiable facts and talking points.

**Only a small percentage of
the population understands
local government the way we do.**



The 3% includes local government professionals like you and consultants like us—the select few who wake up daily thinking about the complexities facing public policy and municipal management. We have our own language in local government: terms, phrases and especially acronyms. Most of the population may have little exposure to or interest in local government. They just want their utilities to work, no potholes, low crime and other securities provided by their local governments that enable a high quality of life.

So, when we speak with the 97% through public outreach, we ensure our language is accessible and understandable. This mitigates any risk of alienating them; moreover, it enables an ability to build relationships and engender trust.

TRIPEPI SMITH TEAM

Organization Chart



Project Staff

Depending on the scope of work the Cities Association of Santa Clara County selects, the rest of the Tripepi Smith project team may vary. The Account Manager (bio below) will closely monitor the quality of work product before Tripepi Smith delivers it to you for review/approval. Should any key personnel become unavailable during our engagement, Tripepi Smith will quickly substitute with other Tripepi Smith resources who have commensurate experience, knowledge and/or skill sets.

Please see the Appendix for full resumes of key personnel. You can learn more about our individual backgrounds and qualifications at www.TripepiSmith.com/Our-Team.

The core project team will have dedicated availability to support the engagement, including capacity to provide support under urgent notice and/or time constraints. Tripepi Smith is a collaborative firm with many skill sets available. Any Tripepi Smith staff member may be brought onto the engagement to help with our efforts.



Melanie James
Director

Location: Culver City, CA | Role: Lead Web Design

Melanie James is a talented professional with a diverse skill set in graphic design, WordPress website design and development and project management. With a keen eye for aesthetics and graphic design, she creates visually captivating designs that capture a client's vision. Her proficiency in web design, complemented by a deep understanding of HTML, CSS and industry trends, allows her to craft great websites that engage audiences. As a skilled project manager, she ensures seamless execution from start to finish, while her expertise in account management enables her to meet client expectations and build strong partnerships. Her versatile skill set and dedication to client success with efficient project execution provide exceptional results and client satisfaction.

Her clients include the City of Tracy, City of Daly City, City of Palmdale, Santa Clara County Fire Department, CALED, Rowland Water District and Placer Mosquito Vector Control District.

Melanie is a certified Hootsuite Social Marketing Professional and Constant Contact Certified Solutions Provider and has completed the University of Southern California Executive Education Forum for Local Leaders and the University of California, Irvine Public Policy Making Academy II.



Max Weirauch Website Developer

Location: Oceanside, CA | **Role:** Web Developer and Maintenance

Max Weirauch brings a diverse and dynamic skillset to the Tripepi Smith team, specializing in WordPress website development, data analytics and content management. With a primary focus on frontend design, Max also excels in configuring scalable systems in backend development environments. His websites are meticulously crafted to be responsive, search engine optimized and easily maintainable. Leveraging his mastery of data analytics and technical know-how, Max delivers comprehensive web solutions that drive measurable results for clients.

Max holds a Bachelor of Arts in Economics and German Studies from Claremont McKenna College. During his studies, he developed a deep understanding of local government marketing trends, particularly within Southern California communities. Max approaches every project with a solution-oriented mindset, leveraging his creative marketing expertise to drive positive impact and achieve client objectives.

His client work includes the City of Big Bear, Jurupa Valley Services District, City of La Canada Flintridge, City of Palmdale, Harlingen Waterworks, California City Management Foundation, Micro Managed Sciences.



"Launching a new website can seem daunting, but the team at Tripepi Smith made it simple and successful. From friendly staff to a design process that clearly sought to understand our goals, I strongly recommend Tripepi Smith for any public agency embarking on a new website. El Toro Water District is focused on customer outreach and education, and the investment in the Tripepi Smith-built website will yield great results."

Sherri Seitz

Public Relations Manager, El Toro Water District

PROPOSED SCOPE OF SERVICES

The Cities Association of Santa Clara County understands the importance of creating a modern, accessible and informative digital presence for stakeholders and residents providing access to vital information and resources.

The website will be redesigned with both functionality and aesthetics in mind—ensuring user-friendly navigation, mobile responsiveness, improvements for (but not guarantees of) ADA compliance, and alignment with the Association's vision and mission. Our Approach to this service is outline below.

Website Design Approach

With decades of combined experience managing websites for public agencies, our team handles all website needs, from content strategy, creation and maintenance to technical support and full-fledged website redesigns. No matter the case, we prioritize user experience, staff education, Search Engine Optimization (SEO) and compliance with the Americans with Disabilities Act (ADA).

Technical Approach

Building, hosting and maintaining websites on WordPress ensures that each client website is customized to their unique needs. As a dedicated hosting provider, we also secure all 60+ of our client websites, guaranteeing a 99.99% uptime and uninterrupted access to users.

Dozens of our public agencies, private companies and associations have enjoyed the following workflow in our efforts to help them replace, upgrade or create their websites. We're optimistic that this process will reap similar successes for the Cities Association of Santa Clara County as we set out to accomplish goals for your new website.

Scope and Implementation

Tripepi Smith will build a fresh, modern, user-friendly and visually appealing website using an open-source content management system (CMS) called WordPress. WordPress all but guarantees your future website success. Responsive website design ensures your new site is optimized for desktop, tablet and mobile devices. Other features include a dead-simple content management system, a modern and responsive look and feel, custom menus and updated navigation, dynamic homepage slider, custom form integration, language translation, social media feed integration, content library management, 3rd party embed functionality, custom calendar integration, emergency alert banner/popups, custom user roles and ADA compliance. Upon completion, we will Search Engine Optimize (SEO) your website to ensure visitors can easily discover information.

Tripepi Smith will build a website with five initial pages:

1. About
2. Agenda and Minutes
3. Calendar
4. Board Leadership
5. Legislative Positions and Bills of Interest

Website Development Process

1. **Website Specifications Document (WSD):** We work with your stakeholders to envision your new website and identify the goals you wish for it to accomplish. The WSD itself is a core requirements document that ensures our project teams share the same vision for the final website. Getting this document right at the outset is critical to our success on this shared endeavor.
At this stage, we also develop and present 3 options for logo concepts and one will be selected. The new logo and colors will be incorporated into the website design
2. **Website Design:** Using the WSD, we will design up to three concepts of the homepage for you to consider. We continue to iterate until we design the look and feel that is just right for your agency. Tripepi Smith will include a “Built and Hosted by Tripepi Smith” on the footer of the website.
3. **Website Coding:** Next, our web developers focus inward for a few weeks, coding the site to bring your vision to life. Toward the end of this phase, we invite you to review the beta site and contribute to a “bug list” that tracks all discovered issues. We encourage authentic engagement during this process.
4. **Content Migration and Training:** In this phase, we start to populate the new website with content from your existing website and/or the new content you have created. Adding content at this phase helps get ahead of potential layout issues. At this time, we will also conduct a staff training session.
5. **Quality Assurance Testing and Launch:** Last, we conduct a round of testing and quality assurance as we near the home stretch. This ensures a great experience for users on day one of your brand new website being live in the world. This phase also involves a critical cutover process in which our team will coordinate with your information technology staff to implement DNS changes.

Once the site is “live”, Tripepi Smith provides 30 days of unlimited technical support to address new bugs or questions (see “Website Technical Support” section below for details). We pride ourselves on our customer service. You will have direct cell phone numbers and emails for all project staff. Remember: we are a phone call away and will address needs for your website as quickly as possible. For the rare, more complex issues that may crop up, we provide a timeline for resolution and ensure a consistent line of communication as we work to resolve the issue.



“Tripepi Smith was a great partner in our website revamping project. They delivered a great looking site with features that are important to our overall outreach strategy. Furthermore, we felt like Tripepi Smith understands the government audience we seek to engage, which made the process all the more easy to navigate. I highly recommend Tripepi Smith for your website and internet strategy needs.”

Lacy Kelly
CEO, Association of California Cities, Orange County

Technologies

Here is a breakdown of some of the technologies we intend to implement on your website.

ADA COMPLIANCE

Public agencies are obligated to meet Section 508 standards to achieve ADA compliance. Design considerations, such as contrast ratios of text to background or the addition of description text to images necessary, will ensure your website can accommodate both visual and non-visual users.

The site we launch will be substantially compliant to the ADA standards. However, ongoing website changes could undermine ADA compliance over time. For example, staff could add an image without alternative text, breaking compliance. Of course, we can train your team to prevent these kinds of issues, but ultimately, the onus will be on website editors to remain vigilant as they modify website content. Similarly, while many webpage links to PDFs will be ADA compliant, you will need to make the PDF documents themselves ADA Compliant. We are available to train or assist you in ensuring PDF compliance on an hourly basis. Tripepi Smith does not offer legal coverage or assurance of ADA compliance.

BROWSER COMPATIBILITY

Your website design will be compatible with popular browsers, including Safari, Google Chrome, Microsoft Edge and Firefox. We also design for compatibility and functionality on mobile and tablet devices.

SEARCH ENGINE OPTIMIZATION (SEO)

Your new website will be optimized for today's modern search engines. Tools like Google Webmaster ensure website content is optimally configured and digested to deliver strong search engine results. Ongoing tinkering and content generation are fundamental to a solid SEO strategy. Here again, on an hourly basis, Tripepi Smith can provide an SEO strategy, if requested.

SITE TRAFFIC PATTERNS AND REPORTS

Google Analytics is an important website tool for reporting website traffic patterns that can help enhance content strategy. We implement it on every website we create, which includes ensuring your website has a Privacy Policy noting use of cookies and tracking tools. If you already have a Google Analytics account and/or Privacy Policy, we will simply transfer them to your new website.

SSL CERTIFICATE

An SSL Certificate is a hallmark for any website today. It keeps user data secure, verifies ownership and keeps attackers from creating fake versions of your website, all of which are all critical to earning user trust. Google Chrome even flags and discriminates against websites without SSL. A staple for all TS-built websites, it updates every 3 months for better SEO, security and encryption.

LANGUAGE TRANSLATION

Google Translate integration supports speakers of different languages who use your website.

CALENDAR

Your new website will feature a global calendar complete with custom categories and cross-website integration as dedicated pages or widgets.

THIRD-PARTY SOFTWARE INTEGRATION

The new website will have the ability to embed iframes, HTML or JavaScript codes to display or link to third-party software, such as agenda software embeds, bill pay tools, event registration and integrated chat bots. We'll work together to determine your third-party software needs and the best formats for their integration.

Training & Documentation

Towards the end of the process, one of our WordPress experts will facilitate a virtual training of up to two hours long. The session can be split up or otherwise customized to your needs. During the session(s), staff will learn the WordPress interface and content management system.

We also provide a custom user manual outlining instructions for each website feature that staff can use as a reference and training tool.

Software Support & Maintenance

Tripepi Smith offers support options to make it easier for our clients to manage their websites. This can include items such as performing maintenance on the site, upgrading to the latest software for better security, adding content and much more.

Accessing support is as simple as making a direct phone call or sending an email to our WordPress experts any day or time. We pride ourselves in being a smaller firm that can offer personalized services to our clients. We address most support requests within 1 business day. Resolution timelines vary depending on the severity of the issue. High-priority issues, such as site outages, are escalated for same-day response. Additionally, you will have direct cell phone numbers and emails for all project staff. For any complex issues, our team will provide an estimated timeline for its resolution.

WEBSITE HOSTING

Tripepi Smith requires hosting websites for our clients so we can control the WordPress environment and security. This does not prevent you from migrating the website to a different hosting provider at any point.

Tripepi Smith hosts sites on the WPEngine platform (www.WPEngine.com), which operates out of a cloud infrastructure built on the Google Cloud platform (Google has multiple Internet access providers). WPEngine provides top-notch security to its customers, blocking millions of attacks daily. WPEngine performs backups of the environment (including files and the MYSQL database) daily. Restoration can usually happen within 20 minutes, and 30 days of backups are retained.

Tripepi Smith receives a 7-days-prior email notification when an update is going to happen on the server. View details on the SLA with WPEngine on www.WPEngine.com/SLA.

The datacenter in which WPEngine runs their servers recently completed a SSAE 18 report—that document is available upon request.

WPEngine and WordPress allow for optimal ongoing maintenance on the website. WPEngine periodically updates the WordPress platform and PHP languages by testing the instance first, then implementing. This ensures that the latest updates are being tested, then properly integrated into your website.

In addition to WPEngine updates, Tripepi Smith can perform these manually, along with plugin updates. Before implementing any software, running updates or doing major edits on the website, we run a manual backup of your website. If updating software or platforms, the site will be copied to a staging instance (AKA a sandbox instance), and all updates will be tested and reviewed for quality assurance before being implemented on the live site. This ensures that should any issues arise (though often there are no issues), we can assess and resolve them on the staging instance without interrupting the live site.

WEBSITE TECHNICAL AND MAINTENANCE SUPPORT

Once the site is built, you can continue to engage our team for support, to answer questions and to keep the website infrastructure up to date. The WordPress CMS goes through routine updates to add features, fix bugs and plug security holes. Leveraging our team for technical support ensures those updates happen when and as they should. We also fix bugs that surface after implementation.

Please note that in the first 30 days after the launch of the website, Tripepi Smith will provide unlimited technical and maintenance support. This includes troubleshooting and resolving issues such as broken links, display or formatting inconsistencies, plugin errors, page load issues and form malfunctions. It also addresses CMS access problems, email deliverability for contact forms and content updates that may not render correctly. In addition, technical support includes routine maintenance tasks such as plugin and theme updates to ensure compatibility and security. Ultimately, any performance or functionality issue that disrupts the intended use of the site falls under the scope of technical support.

The dead-simple CMS empowers staff to update the site without assistance from Tripepi Smith. However, if Association staff hit a snag, have trouble with an update or otherwise need help with updating the website, we can provide assistance.

The scope of website technical support does not include: adding new functionality, changing the design of the site, adding graphics, developing or managing content or other material changes. Such services are provided on an hourly or project quote basis.

WEBSITE SECURITY

Tripepi Smith prioritizes cybersecurity as our operations rely entirely on secure servers, applications, websites, and cloud environments.

The benefits of building a site on WordPress means there are constant updates to both the platform and plugins. These updates include security fixes, stability improvements and new functionality. In addition to the constant updates from WordPress, our hosting provider continuously scans our hosted websites for at-risk issues, such as an outdated plugin that poses a breach risk. Once we receive notice of these issues, we resolve them immediately.

Through WPEngine, Tripepi Smith also has access to 24-hour support—not just a hotline or salesperson—but real developers. The WPEngine environment logs and limits the processes that can write to disk, which is how a majority of vulnerabilities and attacks happen, thus making it very hard to exploit our websites. WPEngine blocks over 2+ million attacks every day. A Tripepi Smith-built website has not experienced a data breach or cyberattack. The WPEngine data center also undergoes SSAE-18 examinations annually.

If an attack were to happen, WPEngine would be our "first responders" on the scene, managing and shutting down the attack on the site. They would also notify Tripepi Smith President Ryder Todd Smith of the issue and next steps. We immediately notify the client, address all the issues necessary and mitigate risks.

LEGISLATIVE TRACKER

Tripepi Smith does not create or manage a legislative tracker. We are aware of third party tools that you may wish to review. These include: CapitolTrack (<https://capitoltrack.com/pricing/>) and GovBuddy (<https://app.govbuddy.com/plans/?state=CA>) Pricing on these is between \$2,000 and \$5,000 a year depending on seats and features.

Ad Hoc Work (as needed)

If there comes the need for any additional ad hoc services, Tripepi Smith is ready to provide those services and is providing our hourly rates for the full array of our resources to support the Association's communication efforts.

Examples of these ad hoc requests include but are not limited to: photography services; video production services; newsletter development and assembly; graphic design support; writing speeches; presentation preparation; media training sessions; drafting or reviewing policies and procedures; organizing press conferences; writing articles for the Cities Association of Santa Clara County websites or other publications; marketing campaigns; and other strategies, tactics and resources necessary to support your strategic mission.

We encourage you to see all the work we have done for clients through our online portfolio at <https://www.TripepiSmith.com/Work>.



"The Tripepi Smith team has been and continues to be a valuable partner for the CCCA. Tripepi Smith has provided valuable support to our Association for years and continues to be a great asset and partner for the contract cities community. Through their expertise in local government, they understand CCCA's purpose and, before rebuilding the website, sought to truly understand our vision and goals. We are beyond pleased with our new website and its features."

Marcel Rodarte
Executive Director, California Contract Cities Association

CLIENT WORK & REFERENCES

Upper Salinas-Las Tablas Resource Center

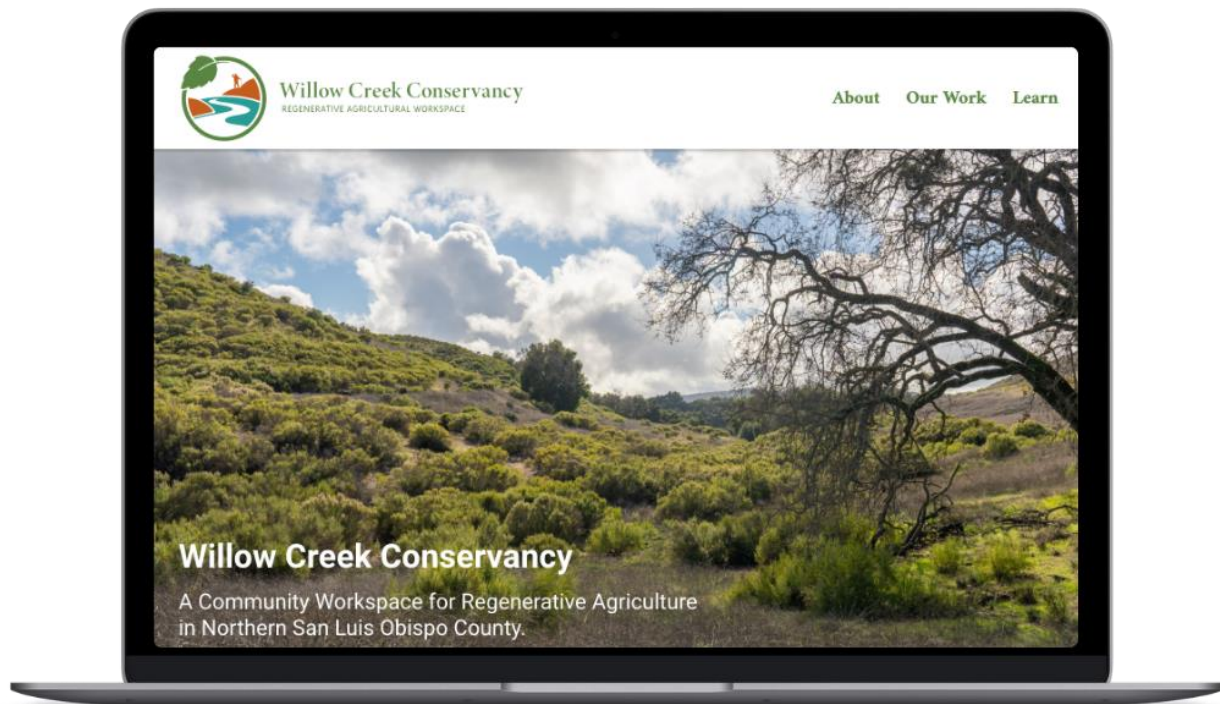
In November 2023, the **Upper Salinas-Las Tablas Resource Conservation District** (US-LT RCD) enlisted Tripepi Smith to create a new website, brochure and branding for the Willow Creek Conservancy project. The Conservancy is a 358-acre ranch promoting sustainable agriculture. Tripepi Smith developed a website and brochure highlighting the property's history, mission, values and ways to get involved. The creative team designed the logo, style and design for the website, incorporating photography and drone videography. **Website:** WillowCreekConservancy.org

Devin Best, Executive Director

805-460-7272 Ext 5

Devin@Us-Ltcrd.org

5855 Capistrano Ave., Atascadero, CA 93422



Rowland Water District

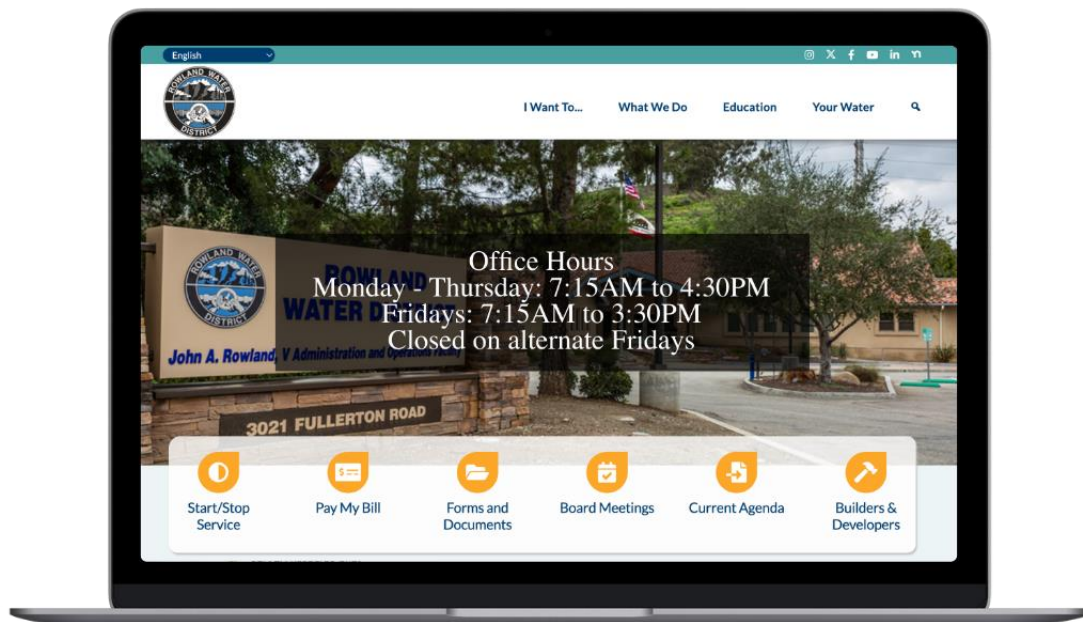
Rowland Water District first tapped Tripepi Smith in 2013 for website and communications support. In 2019, the District enlisted Tripepi Smith once again for a website redesign. The project was completed in seven months and delivered a brand-new website design with an updated backend built on the WordPress platform. The Tripepi Smith team collaborated closely with Rowland Water District staff to outline a plan focused on enhancing color schemes and creating a simple, user-friendly experience for site visitors. Several new features were introduced, including a tool to calculate water bills, rates and fees. The redesigned site also includes SSL certification, SEO optimization, custom forms, language translation, social media integration and more.

In 2024, the District once again turned to Tripepi Smith for another website refresh, this time with a brand new look with elements of the new branding used throughout the website and other communication materials. During the refresh, the sitemap was improved and refined to enhance the user experience and help customers find what they are looking for in three clicks or less. The website featured a dedicated forms and documents page, improved navigation, new chatbot functionality to make it easy for customers to pay a bill or find information, and a brand new intranet for internal staff to easily manage documents and calendars. The redesign included the standard SSL, SEO, ADA compliance, mobile optimization and ongoing tech support. **Website:** RWD.org

Tom Coleman, General Manager

562-690-7148

TColeman@RowlandWater.com



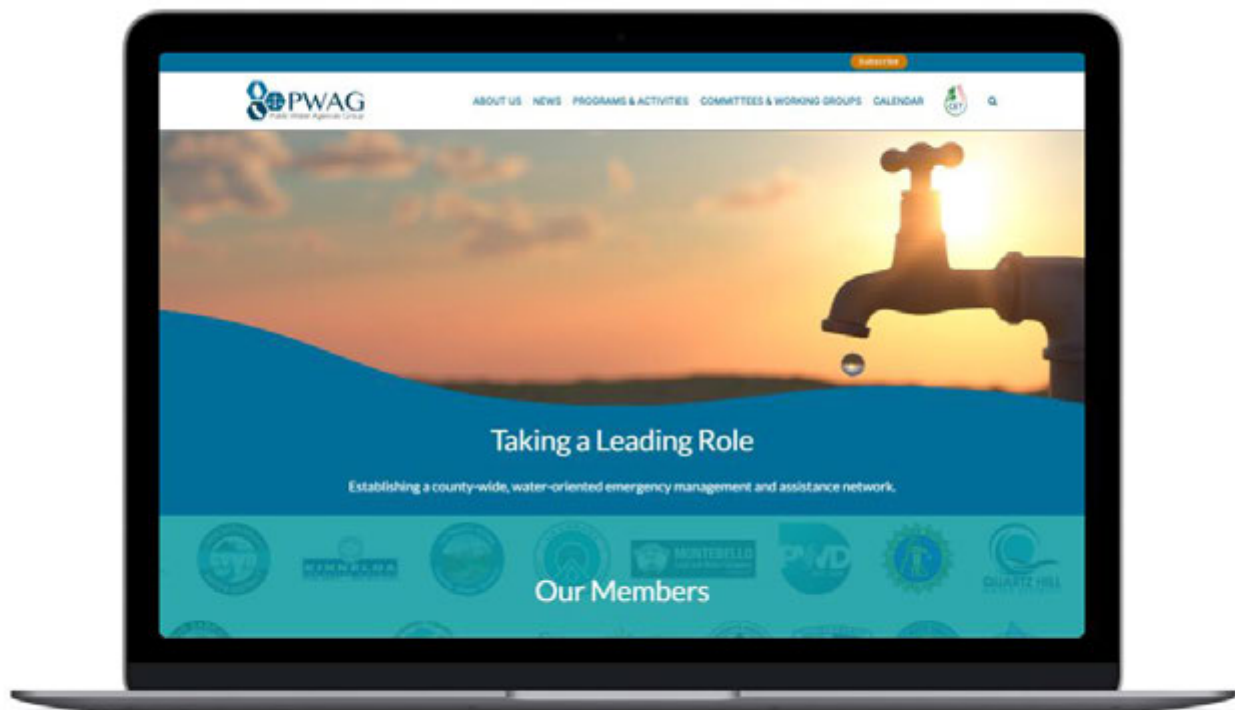
Public Water Agencies Group

Public Water Agencies Group (PWAG) contracted with Tripepi Smith in 2017 to develop a logo, brand assets and website for their newly formed group who provide various types of water service throughout Los Angeles County. The website incorporated the newly developed branding and served as a informative platform as the group continued to grow. In 2023, the PWAG tapped Tripepi Smith once again to transform its digital presence with a refreshed comprehensive website redesign, featuring a new document library system that strengthens collaboration among member agencies. The redesign is complemented by new graphic assets, and empowers users with a new mobile-responsive design that ensures all users can access critical information from any device, whether in the office or in the field. The website redesign reflects PWAG's commitment to leveraging technology to better serve its member agencies and their communities.. **Website:** [PWAG.org](https://www.pwag.org)

Tom Coleman, Board Chair, Public Water Agencies Group (PWAG)
562-690-7148
TColeman@RowlandWater.com

562-690-7148

TColeman@RowlandWater.com0



COST PROPOSAL

Tripepi Smith proposes a fixed fee for this website redesign, which means there will be no surprise costs with our work. Some technologies require a license fee and Tripepi Smith will communicate that fee to the Cities Association of Santa Clara County for approval.

Website Redesign/WordPress Site

Deliverable	Scope	Estimate
TS Built WordPress Website	Includes kickoff call, design, programming, content migration, QA, training manual and up to 2-hour staff training session.	\$12,575
Annual Hosting Fee	Yearly fee for Hosting, SSL, 1 domain name and DNS management will be billed on the launch of the website. Each additional hosting instance after that is \$400 per site plus domain fees.	\$630 / year
OPTIONAL Unlimited Technical and Maintenance Support	Available on Tripepi Smith-developed website. The site comes with 30 days of unlimited technical and maintenance support following launch. After the first 30 days, Tripepi Smith can provide unlimited technical and maintenance support through the fixed monthly fee or on an ad hoc basis using our 2025-2026 hourly rates.	\$310 / month
OPTIONAL Unlimited Content Management	Tripepi Smith provides content management and updates with merely an email request of phone call from authorized person. Tripepi Smith can provide unlimited content management support through the fixed monthly fee or on an ad hoc basis using our 2025-2026 hourly rates.	\$350 / month

Website Payment Schedule

The payment schedule for the website work will be in increments of the \$12,575 with 50% to initiate work and 50% at the end upon launch of the website. The fixed annual hosting fee will be billed separately.

Alternatively, we can amortize the cost of the website design into a multi-year schedule to spread those one-time costs out with hosting and support fees included. The annual fee, upon launch for five years would be: \$6,865/year.

Suggested Arrangements for Hosting

Tripepi Smith suggests the following:

Use the amortization of \$6,865 for the main site to get a new site with tech support.

Host the two other noted sites on separate instances of WPENGINE so as to not break them or comingle them given the likely difference in themes and programming. All this, not including legislative tracking or premium plugin licensing fees about \$7,665 a year in hosting fees. Alternatively, for the SC Roundtable, we can create a subset of pages that are focused on just archiving that content and create those pages within the new site we build, then archive off that site.

Migrating the SC Roundtable site to TS to host on WP Engine presumes that we have a method to download and migrate that site from Proud City without it breaking the site. We are unclear if Proud City has proprietary hosting requirements for WP Engine that we are not aware of.

Other Fees

Site Hosting, Security and Maintenance

Tripepi Smith requires hosting websites for its clients so we can control the WordPress environment and security. This ensures we run a pristine WordPress environment to support the core content management system. This does not prevent the Cities Association of Santa Clara County from migrating the website to a different hosting provider at some point after launch.

Tripepi Smith hosts sites on the WPEngine platform (www.wpengine.com). WPEngine operates out of a cloud infrastructure built on the Google Cloud platform. Backups of the environment are performed daily and both the files and the MYSQL database are backed up. Restoration can usually happen with 20 minutes, and 30 days of backups are retained.

Please note the website hosting package is limited to 10 Gigabytes of total storage. Additional storage for the site is available for a fee of \$1.50 per gig per month of 10 Gigabytes of storage.

Tripepi Smith receives 7-days-prior email notification when updating is going to happen on the server. For details on the SLA with WPEngine, see this link: <http://wpengine.com/sla/> The datacenter in which WPEngine runs their servers recently completed a SSAE 16 report—that document is available upon request.

The annual fee for hosting is \$600/year. We provide 12 months' notice should the annual hosting rate increase.

SSL Certification

Tripepi Smith implements an SSL Certificate on the website to ensure encryption of data moving to and from the website. This added layer of security is important when implementing e-commerce and third-party payment features. It is also critical to search engine optimization as Google Chrome now flags websites that do not have this encryption and discriminates against them.

The annual fee for SSL certification is included with hosting.

DNS Services

Tripepi Smith charges \$30/year per domain name for DNS registration and DNS hosting services on our AWS infrastructure.

SUPPORT OPTIONS

Tripepi Smith offers support options to make it easier for our clients to manage their websites. This can include items such as performing maintenance on the site, upgrading to the latest software for better security, adding content and much more.

TECHNICAL AND MAINTENANCE SUPPORT (OPTIONAL)

Once the site is built, the Cities Association of Santa Clara County can engage Tripepi Smith to provide continued support, answer questions and keep the website infrastructure updated. The WordPress content management system goes through routine updates to add features, fix bugs and plug security

holes. Tripepi Smith will work to ensure those updates happen and resolve issues with the updates when they arise. We will also fix bugs that surface after implementation. Please note that in the first 30 days after the launch of the website, Tripepi Smith will provide unlimited technical support.

The content management system will enable the Cities Association of Santa Clara County Staff to update the site without assistance from Tripepi Smith. However, if the Cities Association of Santa Clara County Staff hit a snag, have trouble with an update or need general help with how to make a change on the site, Tripepi Smith will provide assistance.

The scope of website technical support does not include: adding new functionality, changing the design of the site, adding graphics, developing or managing content or other material changes. Such services are provided on an hourly or project quote basis.

The monthly fee for technical and maintenance support is \$310 a month.

UNLIMITED WEBSITE CONTENT MANAGEMENT SUPPORT (OPTIONAL)

Sometimes our clients prefer to have the ease of working with one of Tripepi Smith's WordPress experts to make changes to the content on their website. Unlimited content management includes content updates to pages, forms, adding PDF files and pictures, agenda postings and news & announcement updates.

Tripepi Smith provides an affordable option which allows the client to simply call or email content changes on the site to Tripepi Smith, and we will execute those changes on their behalf, within a 24-hour turnaround time. Of course, urgent requests can be handled immediately if you notify us.

Our experience with public and private agencies has allowed us to assess the common needs and frequency of changes requested by agencies, and we have been able to price our services to offer an unlimited support option.

Please note that the Cities Association of Santa Clara County staff is still responsible for content development. This option simply makes content changes extremely simple.

The monthly fee for an unlimited number of website content changes is \$350 per month.

ALTERNATIVE AD HOC SUPPORT

CASCC is not required to have either of the above-noted fixed fee solutions. The Association can also use our support on an ad hoc basis throughout the year and simply for our time in fifteen-minute increments using the below-noted rate schedule.

As-Needed Services

Tripepi Smith will apply the following standard hourly rates and related fees for any authorized as-needed (Time & Materials) work. Such work must be clearly authorized in writing before proceeding.

2025-26 Hourly Rates	Standard	Reduced Retainer
Principal	\$380	\$315
Director	\$265	\$225
Art/Creative Director	\$265	\$225
Senior Business Analyst	\$205	\$180
Business Analyst	\$150	\$125
Junior Business Analyst	\$115	\$100
Senior Videographer/Animator	\$205	\$175
Senior Photographer	\$175	\$150
Videographer/Photographer	\$140	\$120
Junior Videographer/Photographer	\$115	\$100
Senior Graphic Designer	\$195	\$165
Graphic Designer	\$140	\$120
Junior Graphic Designer	\$115	\$100
Web Developer	\$210	\$185
Junior Web Developer	\$115	\$100
Drone Operator	\$205	\$180
Council Chamber A/V Operator	\$115	\$100

Invoicing & Payment Terms

At Tripepi Smith, we bill on either a Retainer, Fixed Fee or Time & Materials basis, with each billing type following its own payment schedule. Regardless, terms are Net 30 days.

- Fixed Fee work is billed upon defined milestones.
- Time & Materials work is billed in 15-minute increments (i.e. 4.0, 1.25, 6.5 or 0.75 hours) at the end of the month in which work is done.
- Retainer work is billed on the 15th of each month.

Other Cost Information

Tripepi Smith has related service fees that may come up during our engagement that we want to tell you about.

Annual Increase

Tripepi Smith will increase the hourly rates and retainer fees for all resources by 5% or the national CPI index—whichever is higher—each year on the anniversary of the contract, starting on the first anniversary of any contract when the contract duration is longer than one year. Otherwise, new rates will be negotiated with each new contract.

Retainer Discount

When a client’s retainer exceeds \$7,500 per month, they gain access to our reduced retainer rates.

Travel Costs

Travel costs must be pre-authorized and then will be reimbursed by the client for any requested travel to complete a requested scope of work. Travel costs may include airfare, lodging, car rentals and gas. Additionally, when client work requires that we be onsite, we will invoice for a resource’s travel time at 50% of the resource’s hourly rate.

Equipment Costs

Tripepi Smith offers some services that require equipment, such as drone operations and video production. As such, in those cases, the following rates apply:

		Half Day (Under 4 Hours)	Full Day (4+ Hours)
 Video		\$450	\$650
 Drone		\$550 – Flat Fee	

Please note that A/V equipment fees are based on the amount and type of equipment required, with pricing tailored to the specifics of each event.

Music and Video Licensing

Sometimes, the client will want Tripepi Smith to apply music or use stock imagery/video while producing video. In these cases, we will need to apply licensing fees of approximately \$100 per song and \$200 if we use stock video imagery. This will provide a license for the use of the music and video footage to Tripepi Smith and its clients.

Service Fees

Tripepi Smith prefers that clients pay service providers directly to avoid unnecessary administrative costs. You should also know, however, that we have no economic interest in service providers, unless otherwise specified in this proposal.

If a client asks Tripepi Smith to pay for a service provider bill, we will apply a 10% agency fee to the reimbursement expense. Typical service fees include, but are not limited to: print, mailing, digital advertising, media placements, voiceovers, translations and closed captions.

Partner Access

Tripepi Smith has access to entities that may be relevant to our engagement. These partnerships allow Tripepi Smith to offer clients extra media reach or additional services at partner pricing.



Local Information Network of Knowledge (LINK): www.LocallInfoNetwork.com – A community forum for local government professionals in California to discover and share resources, policies, sample work products, best practices and more.



PublicCEO: www.PublicCEO.com – Digital news about public affairs, reaching over 17,500 California government executives through a daily podcast, job board, video podcast and more.



Civic Business Journal: www.CivicBusinessJournal.com – Digital interest stories on the people, companies and solutions that make local government in California more effective.



FlashVote: www.FlashVote.com – Statistically valid surveying that helps leaders make decisions.

- Disclaimer: Tripepi Smith President Ryder Todd Smith is an investor in FlashVote.



Tripepi Smith Talent Solutions: www.TSTalentSolutions.com – A multifaceted recruitment consultancy service, combining local government access with communications to advance talent quests and build culture warriors.



Meltwater: www.TripepiSmith.com/Media-Intelligence – An enterprise-class, comprehensive media monitoring solution that is best combined with Tripepi Smith's analytics team.

APPENDIX: RESUMES

MELANIE JAMES

TRIPEPI SMITH – DIRECTOR	08/24 – PRESENT
• Lead account support for numerous clients and execute project management tasks, strategy and support • Graphic artist on layout and concept design of brand-consistent print and web graphics • Setup, assistance and publication of e-newsletter campaigns and additional email marketing • Website design strategy, development and maintenance	
TRIPEPI SMITH – SENIOR BUSINESS ANALYST	01/22 – 08/24
TRIPEPI SMITH – BUSINESS ANALYST	07/16 – 01/22
TRIPEPI SMITH – JUNIOR BUSINESS ANALYST	07/15 – 07/16
SVA ARCHITECTS – EXECUTIVE ASSISTANT	06/14 – 07/16
• Scheduled and managed meeting calendar for executive management team • Assisted the marketing department with occasional graphic design projects, email blasts and copy writing • Provided office management support including HR and payroll support	
THE DESIGN OFFICE – GRAPHIC DESIGN INTERN	01/16 – 05/16
• Created infographics, business cards, postcards, book covers, photobooks, magazines and logos • Assisted in printing processes from concept to completion • Coached in areas of business development, marketing strategies, campaign development and execution	

EDUCATION

GOLDEN WEST COLLEGE – HUNTINGTON BEACH, CA

- Associate of Arts in Digital Arts

CALIFORNIA STATE UNIVERSITY, LONG BEACH – LONG BEACH, CA

- Bachelor of Arts in Anthropology

PROFESSIONAL DEVELOPMENT

- UC Irvine Extension Public Policy Making Academy II 03/18
- USC Executive Education Forum for Policy and Administration 03/17

CERTIFICATIONS

- Constant Contact Certified Solutions Provider..... 10/19
- Hootsuite Social Marketing 12/16

SOFTWARE

- | | | |
|------------------------|----------------|--------------------------|
| • Adobe Creative Suite | • Hootsuite | • Microsoft Office Suite |
| • Canva | • HTML and CSS | • WordPress |
| • Constant Contact | | |

MAX WEIRAUCH

TRIPEPI SMITH – WEBSITE DEVELOPER

09/25 – PRESENT

- Develop best-in-class WordPress website
- Conduct SEO/Google Analytics 4 awareness
- Manage requests, update content, upkeep sites and provide data insights
- Create web experiences that meet accessibility standards

TRIPEPI SMITH – JUNIOR WEBSITE DEVELOPER

06/23 – 09/25

TRUE SEARCH – BUSINESS ANALYST

06/22 – 02/23

- Recruited top-tier executive leadership for VC-and PE-backed companies
- Helped to place VP of Business Development at a publicly traded B2B high-tech SaaS organization
- Maintained knowledge management projects

CLAREMONT MARKETING GROUP – VP MARKETING

08/19 – 05/22

- Coordinated student-run marketing club that is open to students from the Claremont Colleges
- Provided members with pathways into marketing networks

LOGIMOVE CHECKMOBILE GLOBAL – BRAND STRATEGIST

01/19 – 02/20

- Rebranded an international no-code/low-code software company
- Updated the logo and public brand messaging
- Built WordPress websites

EDUCATION

CLAREMONT MCKENNA COLLEGE – CLAREMONT, CA

- Dual Major: Bachelor of Arts in Economics and German Studies

CERTIFICATIONS

- Google Analytics 4 Certification 07/23
- Hootsuite Social Marketing 06/23

SOFTWARE

- | | | |
|------------------------|---------------------|-----------------------|
| • Adobe Creative Suite | • HTML / CSS | • SEO, Data Analytics |
| • Google Suite | • JavaScript, React | • WordPress |
| • CivicPlus | • Granicus | • Webflow |
| • Monsido | | |



Agenda Item 5: Consideration of Amendment to Cities Association Joint Powers Agreement and Bylaws

Documents included:

1. Agenda Report
2. Final Executed Joint Powers Agreement
3. Final Approved Cities Association Bylaws
4. Email Request from Vice Mayor Kitty Moore for Agenda Item
5. Memo from Mayor Liang Chao, City of Cupertino, to CASC Board of Directors
6. Resolution No. 25-083: Requesting Amendments to the CASC Joint Powers Agency Agreement and Bylaws
7. Attachment C: *Redlined Joint Powers Agency Agreement for the Cities Association of Santa Clara County* (effective January 26, 2024)
8. Attachment D: *Redlined Bylaws of the Cities Association of Santa Clara County Joint Powers Agency* (approved May 9, 2024)
9. Resolution No. 25-084: Appointing Councilmember Kitty Moore to the CASC Board of Directors for the 2026 Term and Supporting Her Candidacy for the Executive Committee



Agenda Item No: 5

Meeting Date: November 13, 2025

Agenda Report Regarding Process to Amend the Joint Powers Agreement and Bylaws

To: BOARD OF DIRECTORS

**Prepared by: Jannie L. Quinn, General Co-Counsel and
Andrew Shen, General Co-Counsel**

SUBJECT: Process to Amend the Joint Powers Agreement (“JPA”) and Bylaws

RECOMMENDATION:

Consider whether to place the proposed amendments to the JPA and Bylaws on a future agenda to take formal action on the request or for further discussion. If the Board votes to agendize these amendments for a future board meeting, provide direction to the Executive Director and General Counsel, as needed.

BACKGROUND:

The current JPA took effect on approximately February 1, 2024, following approval and execution by the member agencies as required by the JPA (Attachment 1). The current bylaws were approved by the Board of Directors on May 9, 2024 (Attachment 2).

The Cities Association has received a request from the City of Cupertino to agendize an item proposing amendments to the JPA and the Bylaws. (Attachments 3-8). The purpose of this agenda report is to explain the amendment process for these documents.

OUTLINE OF AMENDMENT PROCESS

JPA

The requirements to amend the JPA are found in Article 29. This article provides:

“This agreement may be amended at any time by vote of the Members, acting through their Legislative Bodies. Any amendment of this Agreement shall become effective upon receipt by the Agency of notice of approval of the amendment by two thirds of the Legislative Bodies of the Members.”

Any amendment of the JPA would require approval by the legislative bodies of 10 of the 15 member agencies and subsequent notice of their approvals.

Bylaws

The process to amend the Bylaws is different from the process to amend the JPA. The Board is required to affirmatively approve any proposed amendments to the Bylaws, in addition to consultation with the legislative bodies of the member agencies.

Section 8.2 of the Bylaws outlines the amendment process, it reads:

“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 Agency at least thirty (30) days before action thereon by membership. An affirmative vote of a majority of the Board of Directors present, and voting shall be required for approval.”

The bylaws envision a **multi-step process** for the Board of Directors’ (“Board’s”) consideration and adoption of amendments. The process also requires an opportunity for the Cities Association’s member cities to review the proposed changes.

- To initiate a Bylaws amendment, the proposed amendment must be submitted in writing to the Board. **The Board would then vote on whether to place the proposed amendment on a future agenda to take formal action on the proposal.** If the amendment has not yet been reviewed by General Counsel, the Board may also direct General Counsel to review and offer any clarifying language.
- **If the Board has voted to place the proposed amendment on a future agenda, the proposed amendment must then be submitted to each member city, in writing, at least 30 days before the Board can take formal action.** This provision allows member cities to weigh in on the proposed Bylaws amendment if they so desire.

After the 30-day review period has elapsed, the Board can take formal action on the proposed amendment at its next meeting. Approval of the proposed bylaws amendment requires a simple majority vote of the Board.

NEXT STEPS

If the Board votes to place the proposed Bylaws amendments on a future agenda for formal action, following Board approval, the next step in the process would be for the Cities Association to submit them to each member agency for 30-day review period.

RECOMMENDATION:

Consider whether to place the proposed amendments to the JPA and Bylaws on a future agenda to take formal action or for further discussion. If the Board votes to agendaize these amendments for a future board meeting, provide direction to the Executive Director and General Counsel, as needed.

ATTACHMENTS:

1. Final Executed Joint Powers Agreement
2. Final Approved Cities Association Bylaws
3. Email Request from Vice Mayor Kitty Moore for Agenda Item
4. Memo from Mayor Liang Chao, City of Cupertino, to CASC Board of Directors
5. Resolution No. 25-083: Requesting Amendments to the CASC Joint Powers Agency Agreement and Bylaws
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JOINT POWERS AGENCY AGREEMENT FOR CITIES ASSOCIATION OF SANTA CLARA COUNTY

This Joint Powers Agreement (“Agreement” or “JPA”) for the Cities Association of Santa Clara County is entered into by and among the cities (“Members”), which are organized and existing under the Constitution and laws of the State of California in which public agencies are located in the County of Santa Clara, and upon approval and full execution of the Agreement, creates the Cities Association of Santa Clara County Joint Powers Agency (“Agency”).

RECITALS

WHEREAS, Articles 1 and 2, Chapter 5, Division 7, Title 1 of the California Government Code (Section 6500 *et seq.*) permit two or more public agencies by agreement to jointly exercise powers common to the Members; and

WHEREAS, the public agency Members executing this JPA are cities or towns within the jurisdiction of the County of Santa Clara (“County”); and

WHEREAS, the Cities Association of Santa Clara County has existed as an unincorporated association since 1990 and desires to formalize the relationship between its City and Town members and form a Joint Powers Agency in order to carry out activities for the good of all its Members; and

WHEREAS, the Members executing this Agreement, desire to join together to create a separate Joint Powers Agency for the purpose of promoting cooperation among the Members; advocating for positive action; enhancing the quality of life for the residents of the County and their individual cities; and encouraging other joint and cooperative endeavors among the public agencies for their mutual benefit.

NOW, THEREFORE, the Parties agree to the following:

AGREEMENT

ARTICLE 1 - DEFINITIONS

- 1.1 “Associate Member” shall mean any non-city local agency, located within jurisdictional authority of the County of Santa Clara, and shall have duly executed and delivered to the Agency an Associate Membership Agreement in the form of and as further provided in the Bylaws of the Agency, as further provided in Article 32 herein.
- 1.2 “Agency” shall mean the Cities Association of Santa Clara County Joint Powers Agency created by this Agreement.
- 1.3 “Board of Directors” or “Board” shall mean the governing body of the Agency.
- 1.4 “Executive Committee” shall mean the Executive Committee of the Board of Directors of the Agency.

- 1.5 “Fiscal Year” shall mean that period of twelve (12) months which is established by the Board of Directors or the Bylaws as the fiscal year of the Agency, which shall run from July 1 to June 30 of each year.
- 1.6 “Government Code” shall mean the California Government Code, as amended.
- 1.7 “Joint Powers Law” shall mean Articles 1 and 2, Chapter 5, Division 7, Title 1 (commencing with Section 6500) of the Government Code, known as the Joint Exercise of Powers Act, as amended.
- 1.8 “Legislative Body” shall mean the legislative board of each Public Agency that is a Member of the Agency.
- 1.9 “Member” shall mean any city which has executed this Agreement and has become a member of the Agency. The complete list of Members is set forth in Exhibit “A” attached hereto and incorporated herein by this reference.
- 1.10 “Parties” shall mean Members or Associate Members who are party to this Agreement.
- 1.11 “Public Agency” shall mean public agency as defined in Government Code Section 6500, as amended.
- 1.12 Unless the context clearly requires otherwise, as used in this Agreement, words of the masculine, feminine or neutral gender shall be construed to include each other gender, when appropriate, and words of the singular number shall be construed to include the plural number, and vice versa, when appropriate. This Agreement and all the terms and provisions herein shall be construed to effectuate the purposes set forth and to sustain the validity of those purposes.

ARTICLE 2 - CREATION AND PURPOSES

- 2.1 This Agreement is entered into by the Members in order to:
 - 2.1.1 Review, study, develop consensus positions, and take action on issues of interest to Members;
 - 2.1.2 Focus on local and regional matters that are important to our future;
 - 2.1.3 Develop a common agenda for Santa Clara County cities;
 - 2.1.4 Serve as a unified voice for Santa Clara County cities in relationship to other agencies, organizations, and levels of government;
 - 2.1.5 Establish and administer the City Selection Committee pursuant to Government Code Section 50270 *et seq.*, as amended and make appointments to regional and local bodies as provided by law;
 - 2.1.6 Serve as a source of education, information, and networking for officials from all cities in Santa Clara County;

- 2.1.7 Provide a forum for non-city individuals, groups and organizations and the private sector to address items of interest to Santa Clara County cities;
- 2.1.8 Reduce duplication of effort by sharing information and provide a unified voice and strong advocacy on legislation and other important issues that affect its Members;
- 2.1.9 Strengthen the Members' and Agency's standing at the regional, State and Federal level;
- 2.1.10 Strive to respect local control, provide regional perspective, and make a difference to elevate the quality of life throughout the County;
- 2.1.11 Provide a forum for discussion and study of problems common to the Members and to assist in the development and implementation of solutions to such problems;
- 2.1.12 Provide a method for the Members to collaborate and jointly develop policies that benefit the region; and
- 2.1.13 Collaborate in such a way that is efficient, saves the jurisdictions the expense of individual effort, and creates positive outcomes.

ARTICLE 3 - PARTIES TO AGREEMENT

Each Member, as a Party to this Agreement, intends to and does contract with all other Members as Parties to this Agreement and, with other Public Agencies as may later be added as Parties to this Agreement pursuant to the Joint Powers Law. The withdrawal of any party from this Agreement, pursuant to Article 20, shall not affect this Agreement or the remaining Members' obligations.

ARTICLE 4 – FORMATION; TERM

This Agreement shall become effective when fully executed and returned to the Agency by at least eight (8) Members, but only as to those Members that have executed the Agreement. The Agency shall promptly notify all Members in writing of the effective date. After one full year after the initial formation of the Agency, should the membership fall below seven (7) Members due to the withdrawal of Members and the membership level remains at below seven (7) Members for a period of at least one (1) year and a similar joint powers authority, with the same or similar powers and functions is formed containing a majority of cities in the County of Santa Clara, the Agency shall change its name and permit the new organization to take on the name of the Agency. Notwithstanding the name change, this Agreement shall continue in effect until terminated as provided herein. The termination of this Agreement with respect to an individual Member upon its withdrawal from membership in the Agency shall not operate to terminate this Agreement with respect to the remaining Members.

ARTICLE 5 - CREATION OF THE AGENCY

Pursuant to the Joint Powers Law, there is hereby created a public entity, separate and apart from the Parties hereto, to be known as the "Cities Association of Santa Clara County Joint Powers

Agency” with powers as are set forth herein. Upon formation of the Agency as described in Article 4, the Cities Association of Santa Clara County, an unincorporated association shall follow the process of dissolution and cease to exist.

ARTICLE 6 - POWERS OF THE AGENCY

6.1 Subject to the terms of this agreement, the Agency shall have all of the powers of a public agency as defined in the Government Code Section 6500 as amended and all additional powers set forth in the Joint Powers Law and other statutes applicable to the Joint Powers Agency created hereby and is authorized to do all acts necessary for the exercise of these powers on behalf of its Members. Powers include, but are not limited to, the following, in the Agency’s own name:

- 6.1.1 To make and enter into contracts;
- 6.1.2 To incur debts, liabilities, and obligations and to encumber personal property;
- 6.1.3 To acquire, hold, or dispose of personal property, contributions, and donations of personal property, funds, services, and other forms of assistance from persons, firms, corporations, and government entities;
- 6.1.4 To sue and be sued in its own name, and to settle any claim against it;
- 6.1.5 To receive and use contributions and advances from Members as provided in Government Code Section 6504, as amended including contributions or advances of personnel and equipment;
- 6.1.6 To invest any money in its treasury that is not required for its immediate necessities, pursuant to Government Code Section 6509.5, as amended;
- 6.1.7 To acquire, construct, manage, maintain, or operate title to personal property, or rights, or any interest therein;
- 6.1.8 To retain the services of agents, contractors, and consultants;
- 6.1.9 To receive, collect, and disburse monies;
- 6.1.10 To conduct studies, tests, evaluations, and similar activities;
- 6.1.11 To contract for services from Members, including in-kind services;
- 6.1.12 To conduct public outreach and education;
- 6.1.13 To participate in pilot and demonstration projects;
- 6.1.14 To charge for services, programs, and/or systems;
- 6.1.15 To work with elected officials and local, regional, state, and federal agencies, including other joint powers agencies and unincorporated associations to pursue funding, enter agreements and otherwise carry out the purposes of the Agency; and

- 6.1.16 Subject to this Agreement or the Bylaws of the Agency, and only as authorized by the Joint Powers Law, to exercise other reasonable and necessary powers in furtherance or support of any purpose of the Agency.

ARTICLE 7 - RESTRICTIONS ON POWERS

- 7.1 Pursuant to and to the extent required by Government Code Section 6509, as amended, the Agency shall be restricted in the exercise of its powers and shall exercise its powers in the same manner as the Town of Los Gatos is restricted in its exercise of similar powers; provided that, if the Town of Los Gatos shall cease to be a Member, then the Agency shall be restricted in the exercise of its power in the same manner as another Member agreed to by the majority of the Board of Directors. Unless expressly provided for, the Agency does not, by virtue of this Section or this Agreement, subject itself to the internal policies or ordinances of any Member.
- 7.2 The Agency shall not have the power of eminent domain.
- 7.3 The Agency shall not have the power of taxation. The Agency may not impose taxes but may receive the proceeds of taxes imposed by other entities or public funds from other entities.
- 7.4 The Agency shall not have the power to acquire, purchase, hold or dispose of real property.
- 7.5 The Agency shall not have the power to hire employees.
- 7.6 The Agency shall not have the power to issue debt.

ARTICLE 8 - BOARD OF DIRECTORS

- 8.1 The Agency shall be governed by the Board of Directors, which shall be composed of one Director representing each Member. Each Member's Legislative Body, according to its own procedures, shall appoint a Member of the Legislative Body as a Director to represent the Member on the Board of Directors. The Director shall serve at the pleasure of their respective Legislative Body. The Legislative Body of each Member shall also appoint one alternate Director ("Alternate") who shall participate in and vote at any meeting of the Board when the primary Director is absent. Any vacancy in a Director or Alternate position shall be filled by the appointing Member's Legislative Body, subject to the provisions of this Article. Immediately upon admission of a new Member, the new Member shall be entitled and required to appoint a Director and one alternate Director. Every Director or Alternate shall be a Council Member or Mayor of their individual Member city.
- 8.2 A Director and/or Alternate shall be removed from the Board of Directors upon the occurrence of any one of the following events: (1) the Agency receives written notice from the appointing Member of the removal and/or replacement of the Director or Alternate; (2) the withdrawal of the Member from this Agreement; (3) the death or resignation of the Director or Alternate; (4) the Agency receives written notice from the Member that the Director or Alternate is no longer qualified as provided in the first paragraph of this Article 8; or as set forth in Article 21.

- 8.3 The Board of Directors shall have the following powers and functions:
- 8.3.1 Except as otherwise provided in this Agreement, the Board shall exercise all powers and conduct all business of the Agency, either directly or by delegation to other bodies or persons;
 - 8.3.2 The Board shall elect an Executive Committee, as provided in Article 11;
 - 8.3.3 The Board shall be the policy setting body of the Agency;
 - 8.3.4 The Board shall appoint or retain the services of necessary agents, consultants, or independent contractors in accordance with Article 14;
 - 8.3.5 The Board shall cause to be prepared, and shall review, modify as necessary, and adopt the annual operating budget of the Agency. Adoption of the budget may not be delegated. The Board shall adopt their budget no later than the first April 30th following formation and then subsequently by April 30th of each successive year. The Board shall review, set, and adopt annual dues to be funded by Agency Members;
 - 8.3.6 The Board shall receive, review and act upon periodic reports and audits of the funds of the Agency, as required under Article 16 of this Agreement;
 - 8.3.7 The Board may adopt policies regarding personnel, conflicts of interest and other matters necessary or convenient for the efficient operation of the Agency;
 - 8.3.8 The Board shall adopt a set of priorities and work plan for each fiscal year; and
 - 8.3.9 Subject to the terms of this Agreement, the Board shall have such other powers and duties as are reasonably necessary to carry out the purposes of the Agency.

ARTICLE 9 – MEETINGS OF THE BOARD OF DIRECTORS

- 9.1 The Board of Directors shall hold at least one regular meeting each year. The Board of Directors shall fix by resolution, or in the Bylaws, the date, time, and location of each regular meeting. The Board or Executive Director, in consultation with the President of the Board as provided in Article 10 below, may call special meetings.
- 9.2 Each meeting of the Board of Directors, including without limitation, regular, adjourned regular and special meetings shall be called, noticed, held, and conducted in accordance with the Ralph M. Brown Act, Government Code Section 54950 *et seq.*, as amended.
- 9.3 The Agency shall require the Secretary/Treasurer or designee to take and maintain minutes of all regular, adjourned regular and special meetings. As soon as practicable after each meeting, the Secretary/Treasurer or designee shall forward to each Board Member, a copy of the minutes of the meeting.
- 9.4 A majority of the Members of the Board shall constitute a quorum for the transaction of business. Unless otherwise required by law, a vote of the majority of a quorum of the members

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:

- 14.1.1 Executive Director. The Board shall contract with a consultant or independent contractor to fulfill the following duties of an Executive Director: manage the affairs of the Agency, subject to the general supervision and policy direction of the Board and the Executive Committee; oversee the day-to-day activities of the Agency; select and manage the activities of all consultants and independent contractors to the Agency; be responsible for required filings by the Agency with the State of California; prepare or delegate the preparation of all meeting notices, minutes, and required documentation of the Agency; prepare and propose an annual budget; prepare reports and recommendations for consideration by the Executive Committee or Board; be responsible for billing and collection of annual dues; maintain the records of the Agency; assist Local Agencies in the preparation and filing of applications for participation in the financing programs of the Agency; expedite the processing of these applications; pay all invoices, taxes and amounts due; and perform other duties as are assigned by the Board and Executive Committee. The Executive Director may have the authority to sign agreements, applications, and other documents on behalf the Agency, if authorized by the Board or Executive Committee. The Executive Director shall have the Authority to enter into individual Agreements with a single vendor over the course of a fiscal year, on behalf of the Agency, up to the amount set by the Bylaws.
- 14.1.2 General Counsel. The Board shall contract with a consultant, independent contractor, or law firm to fulfill the duties of General Legal Counsel. The General Counsel shall take direction from the majority of the Board of Directors. The General Counsel shall be a member in good standing of the California State Bar. The General Counsel shall be responsible for the legal affairs of the Agency;
- 14.1.3 Auditor. The Auditor shall be a Certified Public Accountant licensed to practice in the State of California. The Auditor will conduct annual financial audits of the Agency;
- 14.1.4 Other services. The Executive Director may hire additional consultants and independent contractors, as appropriate, based upon a previously approved budget;
- 14.1.5 The Agency shall not contract with or become a member of the California Public Employees Retirement System ("PERS"), nor shall any agent, consultant or independent contractor of the Agency become a member of PERS or be entitled to a pension or retirement from PERS as a result of service to the Agency; and
- 14.1.6 The consultants and independent contractors fulfilling the duties of Executive Director, the Auditor, the General Counsel and any other consultants or independent contractors who provide services to the Agency shall be compensated in such manner as shall be approved by the Board and as permitted by applicable law.

ARTICLE 15 - SIGNIFICANT PROGRAMS

If the Board desires to create significant programs or activities which will utilize substantial resources of the Agency, it shall do so by a vote of the Board. If the Board deems it necessary, it may

appoint a working committee to study the significant program or activity and provide input to the Board. Substantial resources and significant program or activity shall be defined as any program or activity requiring \$10,000 or more in annual expenditures; this amount shall be increased by the annual cost of living CPI index. Any new significant program or activity shall require a work plan and a two-thirds vote of the Members in order to be initiated. When a new significant program is intentionally designed to be limited in scope, such that it only provides benefits to particular Members, the Agency may enter into a specific program or project Agreement that includes relevant terms regarding the particular affected Members, and any such Agreement shall be approved by the Board prior to or at the same time as formation of the significant program. These limited scope Agreements shall be subject to approval by the Board by a two-thirds vote of the Members.

ARTICLE 16 - ACCOUNTS AND RECORDS

- 16.1 The Agency shall adopt an operating budget pursuant to Section 8.3.5 of Article 8 of this Agreement.
- 16.2 The Secretary/Treasurer of the Agency or the Executive Director shall establish and maintain funds and accounts as may be required by good accounting practices and by the Board. Books and records of the Agency shall be open to and made available for inspection at all reasonable times upon request by authorized representatives of the Members.
- 16.3 The Agency shall adhere to the standard of strict accountability for funds and report all receipts and disbursements as set forth in the Joint Powers Law.
- 16.4 Auditor's Report. The Auditor, within one hundred and twenty (120) days after the close of each Fiscal Year, shall give a complete written report of all financial activities for the prior Fiscal Year to the Board.
- 16.5 The Agency shall either make or contract with a Certified Public Accountant to make an annual Fiscal Year audit of all accounts and records of the Agency, conforming in all respects with the requirements of the Joint Powers Law. A report of the audit shall be filed as a public record and be provided to each of the Members, and with the County Auditor of the County of Santa Clara. Costs of the audit shall be considered a general expense of the Agency. Any costs of the audit shall be borne by the Agency and shall be a charge against any unencumbered funds of the Agency available for this purpose.

ARTICLE 17 - RESPONSIBILITIES FOR FUNDS AND PROPERTY

- 17.1 The Secretary/Treasurer, or his or her designee, shall have the custody of and disburse the Agency's funds. Proceeds of similar obligations of the Agency may be deposited with a trustee, agent or other depository and shall not be considered the Agency's funds for purposes of this Article. The Secretary/Treasurer may delegate disbursements to persons as may be authorized by the Board or the Executive Committee to perform that function, subject to the requirements of Section 17.2 below.

- 17.2 The Secretary/Treasurer or designee shall perform all functions then required to be performed by the Treasurer under the Joint Powers Law. The Secretary/Treasurer shall review the financial statements and the annual audit of the Agency.
- 17.3 Pursuant to Government Code Section 6505.1, as amended, the Executive Director, the Secretary/Treasurer, and other persons as the Board may designate, shall have charge of, handle, and have access to the property of the Agency. The Agency shall secure and pay for a fidelity bond or bonds, in an amount or amounts and in a form specified by the Board of Directors, covering any officers or agents of the Agency who are authorized to hold or disburse funds of the Agency and any officers or agents who are authorized to have charge of, handle and have access to property of the Agency.

ARTICLE 18 - MEMBER RESPONSIBILITIES

- 18.1 Each Member shall have the following responsibilities:
- 18.1.1 To appoint its Director and Alternate to, or remove its Director and Alternate, from the Board, as set forth in Article 8;
- 18.1.2 To consider proposed amendments to this Agreement as set forth in Article 29;
- 18.1.3 To make contributions in the form of annual membership assessments and fees, if any, determined by the Board for the purpose of defraying the costs of providing the annual benefits accruing directly to each party from this Agreement; and
- 18.1.4 If a Member provides written notice to the Agency of its election to relinquish its status as a Member, or if a Member fails to be represented at four (4) or more consecutive regular meetings of the Board of Directors, then that Member may be deemed to be a suspended Member, with all the rights and duties of an Associate Member, upon action of the Board of Directors duly adopted. Prior to the suspension, the President shall contact the Mayor and request that another Council Member be appointed or that reinstatement for the current Member be requested. The suspension shall be approved by the Board of Directors. Promptly following that action by the Board of Directors, the Member may be reinstated by informing the Board of its intent to be reinstated within thirty (30) days and to attend all future meetings either via the Director or Alternate. Removal of a Member for failure of the Director to attend meetings shall not relieve the Member from its obligations under any outstanding agreements relating to the Agency's financial obligations, except in accordance with this Agreement.

ARTICLE 19 - NEW MEMBERS

With the approval of the Board, any city located within the County of Santa Clara may become a party as a Member to this Agreement. A city requesting membership shall apply by presenting to the Agency, a resolution of the Legislative Body of the City, evidencing its approval of this Agreement. The date that the applying city will become a Member will be determined by the Board. The Agency shall

accept new Members upon a majority affirmative vote of the entire Board and upon payment of any Board determined assessments and fees.

ARTICLE 20 - WITHDRAWAL

A Member may terminate its membership in the Agency at any time upon giving one hundred and eighty (180) days written notice of withdrawal to the Agency. The notice shall be given to the Board of Directors. The effective date shall be the conclusion of the first Board Meeting which occurs after the one hundred and eighty (180) day notice period has passed. Any Member who withdraws shall remain obligated to pay its share of all debts, liabilities, and obligations incurred or accrued through the end of the current fiscal year of the Agency. The withdrawal does not in any way impair any contracts, resolutions, indentures, or other obligations of the Agency then in effect. In the event of a disagreement between the Agency and the withdrawing Member as to whether the withdrawal shall cause the impairment of any contracts, resolutions, indentures, or other obligations of the Agency, the determination shall be made by a majority vote of the Board of Directors. Any Member that withdraws and later seeks reinstatement to the Agency shall provide funds to the Agency, proportionate to their responsibility for the current fiscal year, as if the Member had never left the Agency. A withdrawing Member shall, in all events, remain liable for its proportionate share of: (i) its full amount of its proportionate share of the adopted fiscal year budget; (ii) any call for funds or assessment levied by the Agency prior to the date it provides its notice of withdrawal; (iii) any contribution in existence at the time of the notice of withdrawal.

ARTICLE 21 - REMOVAL

If the Board of Directors determines that reasonable cause exists to remove a Director from the Board, it can remove the Director and request that the Member who appointed the Director appoint a new Director. The Board may, by two-thirds majority vote of the entire Board, remove a Member based on a Member's breach of any material term of this Agreement, and the failure to cure that breach within sixty (60) days written notice. A terminated Member shall remain liable for any obligation under this Agreement as described above. Failure to pay dues within 60 days following notice shall result in a Member becoming suspended with all the rights of an Associate Member. A suspended Member shall immediately have its voting rights restored upon full payment of dues.

ARTICLE 22 - OBLIGATIONS OF AGENCY

The debts, liabilities, and obligations of the Agency shall not be the debts, liabilities, and obligations of the Members. Any Member may separately contract for, or assume responsibility for, specific debts, liabilities, or obligations of the Agency. Nothing in this Agreement shall be interpreted to limit the applicability of the provisions of Government Code Section 895.6.

ARTICLE 23 - TERMINATION AND DISTRIBUTION OF ASSETS

This Agreement may be terminated at any time that no financial obligations of the Agency are outstanding, with the approval of two-thirds of the Members. Upon termination of this Agreement, all assets of the Agency shall, after payment of all unpaid costs, expenses and charges incurred under this Agreement, be distributed among the parties to this Agreement, in accordance with the respective contributions of each of the Parties.

ARTICLE 24 - LIABILITY OF BOARD OF DIRECTORS, OFFICERS, AND COMMITTEE MEMBERS

- 24.1 The Members of the Board of Directors, Officers, and Committee Members of the Agency shall use ordinary care and reasonable diligence in the exercise of their powers and in the performance of their duties pursuant to this Agreement. They shall not be individually liable for any mistake of judgment, or any other action made, taken, or omitted by them in good faith, nor for any act or omission by any agent, consultant or independent contractor selected with reasonable care, nor for loss incurred, resulting from any action made, taken, or omitted by them in good faith and with reasonable care through investment of Agency funds, or failure to invest.
- 24.2 No Director, Officer, or Committee Member shall be responsible for any act or omission of any other Director, Officer, or Committee Member. Unless otherwise required by law, no Director, Officer, or Committee Member shall be required to give a bond or other security to guarantee the faithful performance of his or her duties pursuant to this Agreement.
- 24.3 The funds of the Agency shall be used to defend, indemnify, and hold harmless the Agency for any Director, Officer, or Committee Member, for their actions taken within the scope of the Agency. Nothing herein shall limit the right of the Agency to purchase insurance to provide coverage for these types of losses.
- 24.4 These indemnification and defense obligations shall survive the termination of the Agreement as to any acts or omissions occurring before such termination.

ARTICLE 25 - INDEMNIFICATION

To the fullest extent allowed by law, the Agency shall defend, indemnify, and save harmless the Members and their governing bodies, officers, agents and employees from all claims, losses, damages, costs, injury, and liability of every kind, nature, and description directly or indirectly arising from the performance of any of the activities of the Agency or the activities undertaken pursuant to this Agreement.

ARTICLE 26 - BYLAWS

The Board shall adopt Bylaws consistent with this Agreement which shall provide for the administration and management of the Agency. The provisions of the Bylaws, as modified from time to time, shall establish the operating procedures and standards for the Agency.

ARTICLE 27 - NOTICES

The Agency shall address notices, billings, and other communications to a Member as directed by that Member. Each Member shall provide the Agency with the email and physical address to which communications are to be sent. Members shall address notices and other communications to the Agency, at the office address of the Agency, or the email address of the Agency as directed by the Member and as set forth in the Bylaws.

ARTICLE 28 - CODES

The Agency shall adopt and observe a Code of Conduct and Conflict of Interest Policy. The Agency shall comply with all requirements of the Fair Political Practices Commission as required by law or regulation.

ARTICLE 29 - AMENDMENT

This Agreement may be amended at any time by vote of the Members, acting through their Legislative Bodies. Any amendment of this Agreement shall become effective upon receipt by the Agency of notice of the approval of the amendment by two thirds of the Legislative Bodies of the Members.

ARTICLE 30 - SEVERABILITY

Should any portion, term, condition, or provision of this Agreement be decided by a court of competent jurisdiction to be illegal or in conflict with any law of the State of California, or be otherwise rendered unenforceable or ineffectual, the validity of the remaining portions, terms, conditions, and provisions shall not be affected.

ARTICLE 31 - PROHIBITION AGAINST ASSIGNMENT

No Member may assign any right, claim, or interest it may have under this Agreement, and no creditor, assignee or third-party beneficiary of any Member shall have any right, claim, or title to any part, share, interest, fund, or asset of the Agency. This Agreement shall be binding upon and shall inure to the benefit of successors of the Members. This Agreement is intended solely for the benefit of the

Agency and its Members. No third party shall be deemed a beneficiary of this Agreement or have any rights against the Agency or its Members.

ARTICLE 32 - ASSOCIATE MEMBERS

Any Public Agency located within the jurisdictional authority of the County of Santa Clara may, with the approval of the Board of Directors, become an Associate Member of the Agency by executing and delivering to the Agency an Associate Membership Agreement and providing an Associate Membership fee and as further provided in the Bylaws. An Associate Member shall not be entitled to representation on the Board of Directors, or to vote on any matter coming before the Board of Directors or the Agency, unless a separate written agreement is entered into between the Associate Member and the Agency.

ARTICLE 33 - LIBERAL CONSTRUCTION

The provisions of this Agreement shall be liberally construed as necessary or reasonably convenient to achieve the purposes of the Agency.

ARTICLE 34 - NON-WAIVER

No waiver of the breach of default of any of the covenants, agreements, restrictions, or conditions of this Agreement by any Member shall be construed to be a waiver of any succeeding breach of the same or other covenants, restrictions, or conditions of this Agreement. No delay or omission of exercising any right, power, or remedy in the event of a breach or default shall be construed as a waiver or a variation of any of the terms of this Agreement or any applicable agreement.

ARTICLE 35 - REMEDIES FOR BREACH

If any Member shall default on any obligation contained in this Agreement, the default shall not excuse any other Member from fulfilling its respective obligations under this Agreement. Any Member shall be entitled to pursue all legal and equitable remedies against another Member in response to any alleged default under this Agreement. Any and all of the remedies provided to the Members, hereunder or by law now or hereafter enacted, are cumulative and the exercise of one right or remedy shall not impair the Members to any other remedy.

ARTICLE 36 - ARTICLE HEADINGS

All article headings are for reference only and are not intended to define or limit the scope of any provision of this Agreement.

ARTICLE 37 - DISPUTE RESOLUTION

- 37.1 The Members agree that any dispute regarding the enforcement or interpretation of any term, covenant, or condition of this Agreement ("Dispute") may first, for a period of not less than thirty (30) days, be submitted to mediation before a mutually acceptable mediator prior to initiation of litigation, or any other binding arbitration or adjudicative dispute resolution process. The Members shall: (i) mediate in good faith; (ii) exchange all documents which each believes to be relevant and material to the issue(s) in the Dispute; (iii) exchange written position papers stating their position on the Dispute and outlining the subject matter and substance of the anticipated testimony of persons having personal knowledge of the facts underlying the Dispute; and (iv) engage and cooperate in such further discovery as the Members agree or mediator suggests may be necessary to facilitate effective mediation.
- 37.2 Each Member shall bear its own costs, attorney's fees, and expenses of the mediation. Venue of the mediation shall be a mutually agreeable city within Santa Clara County, California.

ARTICLE 38 – INSURANCE

If available, the Agency shall obtain insurance for all Members, appointed Members, and Committee Members, including, but not limited to, Directors and Officers liability insurance and general liability insurance containing policy limits in such amounts as the Board of Directors shall deem will be necessary to adequately insure against the risks of liability that may be incurred by the Agency. Insurance under this provision may include an insurance pool program.

ARTICLE 39 - FILING WITH SECRETARY OF STATE

The Executive Director of the Agency shall file a notice of this Agreement with the office of the California Secretary of State within thirty (30) days of its effective date, as required by Government Code Section 6503.5, as amended and within seventy (70) days of its effective date as required by Government Code Section 53051, as amended.

ARTICLE 40 - COUNTERPARTS

This Agreement may be executed in parts or counterparts, each part or counterpart being an exact duplicate of all other parts or counterparts, and all parts or counterparts shall be considered as constituting one complete original and may be attached together when executed by the Members hereto. Facsimile and electronic signatures shall be binding.

ARTICLE 41 - AGREEMENT COMPLETE

This Agreement constitutes the full and complete Agreement of the parties and supersedes any prior written Agreement between the Members on the same topic.

CITY OF CAMPBELL

IN WITNESS WHEREOF, the parties hereto have executed this Joint Powers Agreement establishing the Cities Association of Santa Clara County Joint Powers Agency

APPROVED AS TO FORM:



Bill Seligmann, City Attorney

1/25/24

Date

APPROVED:



Brian Loventhal, City Manager

1/25/24

Date

CITY OF CUPERTINO

IN WITNESS WHEREOF, the parties hereto have executed this Joint Powers Agreement establishing the Cities Association of Santa Clara County Joint Powers Agency

APPROVED AS TO FORM:

Christopher Jensen

Christopher Jensen, City Attorney

Jan 17, 2024

Date

APPROVED:

Pamela Wu

Pamela Wu, City Manager

Jan 17, 2024

Date

CITY OF LOS ALTOS

IN WITNESS WHEREOF, the parties hereto have executed this Joint Powers Agreement establishing the Cities Association of Santa Clara County Joint Powers Agency

APPROVED AS TO FORM:



Jolie Houston, City Attorney

1-18-24

Date

APPROVED:



Gabriel Engeland, City Manager

1/18/24

Date

TOWN OF LOS ALTOS HILLS

IN WITNESS WHEREOF, the parties hereto have executed this Joint Powers Agreement establishing the Cities Association of Santa Clara County Joint Powers Agency

APPROVED AS TO FORM:



Steven Mattas, Town Attorney

1/23/2024

Date

APPROVED:



Peter Pirnejad, Town Manager

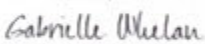
01/24/2024

Date

TOWN OF LOS GATOS

IN WITNESS WHEREOF, the parties hereto have executed this Joint Powers Agreement establishing the Cities Association of Santa Clara County Joint Powers Agency

APPROVED AS TO FORM:

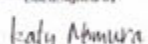
DocuSigned by


Gabrielle Whelan, Town Attorney

1/26/2024

Date

APPROVED:

DocuSigned by


Katy Nomura, Assistant Town Manager
For Laurel Prevetti, Town Manager

1/30/2024

Date

CITY OF MILPITAS

IN WITNESS WHEREOF, the parties hereto have executed this Joint Powers Agreement establishing the Cities Association of Santa Clara County Joint Powers Agency

APPROVED AS TO FORM:

DocuSigned by

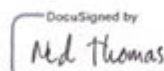
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Michael Mutalipassi, City Attorney

Jan-24-2024

Date

APPROVED:

DocuSigned by

73EE8C76-A511-4FEE-868D-5FFAC4B785FB

Ned Thomas, City Manager

Jan-24-2024

Date

CITY OF MONTE SERENO

IN WITNESS WHEREOF, the parties hereto have executed this Joint Powers Agreement establishing the Cities Association of Santa Clara County Joint Powers Agency

APPROVED AS TO FORM:

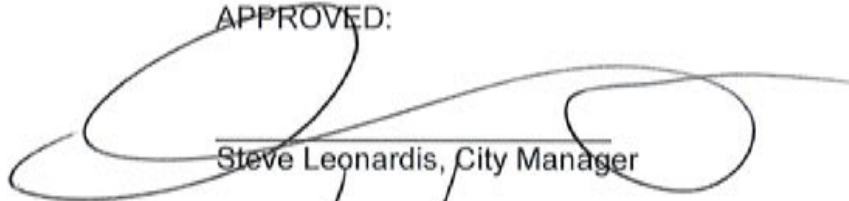


Kristen Powell, City Attorney
Kristen

1-30-24

Date

APPROVED:



Steve Leonardis, City Manager

1/29/24

Date

CITY OF MORGAN HILL

IN WITNESS WHEREOF, the parties hereto have executed this Joint Powers Agreement establishing the Cities Association of Santa Clara County Joint Powers Agency

APPROVED AS TO FORM:



Donald Larkin, City Attorney

1/19/2024

Date

APPROVED:



Christina Turner, City Manager

1/19/2024

Date

CITY OF MOUNTAIN VIEW

IN WITNESS WHEREOF, the parties hereto have executed this Joint Powers Agreement establishing the Cities Association of Santa Clara County Joint Powers Agency

APPROVED AS TO FORM:

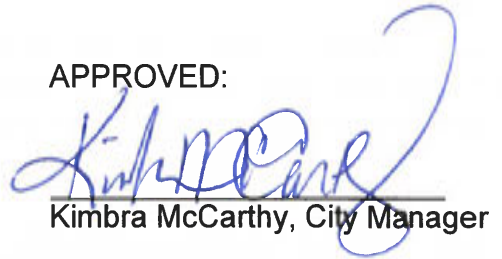


Jennifer Logue, City Attorney

1/17/24

Date

APPROVED:



Kimbra McCarthy, City Manager

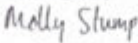
1/17/24

Date

CITY OF PALO ALTO

IN WITNESS WHEREOF, the parties hereto have executed this Joint Powers Agreement establishing the Cities Association of Santa Clara County Joint Powers Agency

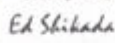
APPROVED AS TO FORM:

DocuSigned by

DocuSign Envelope ID: 9814-CB71F926DA7C
Molly Stump, City Attorney

2/1/2024

Date

APPROVED:

DocuSigned by

DocuSign Envelope ID: 9814-CB71F926DA7C
Ed Shikada, City Manager

1/31/2024

Date

CITY OF SAN JOSÉ

IN WITNESS WHEREOF, the parties hereto have executed this Joint Powers Agreement establishing the Cities Association of Santa Clara County Joint Powers Agency

APPROVED AS TO FORM:

Kevin Fisher

Kevin Fisher, Assistant City Attorney

Feb 16, 2024

Date

APPROVED:



Toni J. Taber, City Clerk

16 February 2024

Date

CITY OF SANTA CLARA

IN WITNESS WHEREOF, the parties hereto have executed this Joint Powers Agreement establishing the Cities Association of Santa Clara County Joint Powers Agency

APPROVED AS TO FORM:


GLEN R. GOOGINS
CITY ATTORNEY

1/30/24

Date

APPROVED:


Jovan Grogan, City Manager

1/30/24

Date

CITY OF SARATOGA

IN WITNESS WHEREOF, the parties hereto have executed this Joint Powers Agreement establishing the Cities Association of Santa Clara County Joint Powers Agency

APPROVED AS TO FORM:

DocuSigned by:

580E8DD2F9F84C3
Richard Taylor, City Attorney

1/26/2024

Date

APPROVED:

DocuSigned by:

9689EA1BA9684B1
James Lindsay, City Manager

1/26/2024

Date

CITY OF SUNNYVALE

IN WITNESS WHEREOF, the parties hereto have executed this Joint Powers Agreement establishing the Cities Association of Santa Clara County Joint Powers Agency

APPROVED AS TO FORM:



Rebecca Moon, Interim
City Attorney

1/29/24

Date

APPROVED:



Larry Klein, Mayor

January 29, 2024

Date

BYLAWS

CITIES ASSOCIATION OF SANTA CLARA COUNTY JOINT POWERS AGENCY

ARTICLE I

PURPOSE AND PRINCIPAL PLACE OF BUSINESS

Section 1. Purpose. The following Bylaws provide for the administration and management of the Cities Association of Santa Clara County Joint Powers Agency (“Agency”). The Agency was established through its member Cities’ adoption and approval of a Joint Powers Agreement (“Agreement”), attached hereto. The member Cities include Campbell, Cupertino, Los Altos, Los Altos Hills, Los Gatos, Milpitas, Morgan Hill, Monte Sereno, Mountain View, Palo Alto, San José, Santa Clara, Saratoga, and Sunnyvale. Under Article 26 of the Agreement, the Board of Directors for the Agency shall adopt these Bylaws to establish the operating procedures and standards for the Agency. In the event of any conflict between these Bylaws and the Agreement, the Agreement shall prevail.

Section 2. Principal Place of Business. The principal place of business of this Agency 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 Agency; and if none has been so designated, such place of business shall be the City Hall of the City of which the Agency President is a member of the legislative body.

ARTICLE II

MEMBERSHIP

Section 1. Membership. Each City in Santa Clara County which has approved and executed the Agreement establishing this Agency, and which has paid in full the dues required under Article VII of these Bylaws shall be a member of this Agency.

Section 2. Suspension. As provided in Article 18.1.4 of the Agreement, if a member City elects to relinquish its status as a member of the Agency, or if a member City fails to be represented at four (4) or more consecutive meetings of the Board of Directors, then the Board of Directors may suspend that member City. As further provided in Article 21, any member 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. Once suspended, the member City may not have any representation on the

Board of Directors and may not vote on matters coming before the Board of Directors. 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.

Section 3. Associate Members. As provided in Article 32 of the Agreement, a non-City local agency may become an Associate Member upon application to and approval by the Board of Directors and execution of an Associate Membership Agreement. Such Associate Members shall also pay a membership fee as determined by the Board of Directors that considers that considers the Associate Member's jurisdictional scope and the number of residents it serves, the role of the Associate Member in the Agency, and the benefits received by the Associate Member through membership in the Agency.

ARTICLE III

BOARD OF DIRECTORS

Section 1. Selection and Tenure. In accordance with Section 8.1 of the Agreement, the Board of Directors of this Agency 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 shall 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 Secretary/Treasurer of such appointment.

Section 4. Ex Officio Members. The Santa Clara County City Managers Association shall serve as advisors to the Agency and may 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 Agency 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 Agency for expenses incurred on Agency 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 Agency.

ARTICLE IV

OFFICERS

Section 1. Officers Designated. In accordance with Article 10 of the Agreement, the following officers shall be elected by the Board of Directors: President, First Vice President, Second Vice-President and Secretary/Treasurer. Officers shall be selected by the Board of Directors, from the 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 and may request that the President establish a nominating committee, as set forth in Section 6 below. If a vacancy occurs in the position of President, the Board of Directors shall fill the position at the next regular meeting or at a special meeting called to fill the vacancy, as provided in Article 10 of the Agreement. A person 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. Consistent with Articles 16 and 17 of the Agreement, the Secretary/Treasurer shall be responsible for the review of all financial accounts and records and the disbursement of funds by the Agency so that they are in accordance with the Agreement, these Bylaws, and the directions of the Board of Directors. In accordance with Section 9.3 of the Agreement, the Secretary/Treasurer shall see that minutes of all Board and Committee meetings are recorded. The day-to-day operation and performance of the Secretary/Treasurer's duties may be delegated

to an Executive Director for the Agency, but in that instance, the Executive Director shall not become an Officer or Board member for the Agency.

Section 4. Executive Director. In accordance with Section 14.1.1 of the Agreement, the Board of Directors may contract with an independent consultant to serve as Executive Director until the Executive Director resigns or the Board of Directors terminates the services of the consultant pursuant to the terms of a written agreement for professional services. The Executive Director shall have such duties as may be determined by the Board of Directors, consistent with the professional services agreement.

Section 5. General Counsel. In accordance with Section 14.1.2 of the Agreement, the Board of Directors may contract with an independent consultant to serve as General Counsel until the General Counsel resigns or the Board of Directors terminates the services of the consultant pursuant to the terms of a written agreement for professional services. The General Counsel shall have such duties as may be determined by the Board of Directors, consistent with the professional services agreement.

Section 6. 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. The President shall appoint at least one (1) Executive Committee member and at least one (1) Board member who is not a member of the Executive Committee to the nominating committee. At the meeting immediately preceding the meeting for the election of officers, this nominating 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 Agency 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 electronic mail. 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 the Brown Act. The Secretary/Treasurer or designee shall be responsible for preparing and posting agendas of regular Board meetings at least 72 hours prior to the meeting and in compliance with the Brown Act.

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. Whenever a quorum is not present, the meeting shall be adjourned or postponed to a subsequent time and place as determined by the President.

Section 4. Voting. The affirmative vote of a majority of the members of the Board of Directors present at a meeting, rather than a majority of all of the Board of Directors' members, shall be sufficient for approval of a proposed action. Each member City 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 Rosenberg's Rules of Order.

ARTICLE VI

COMMITTEES

Section 1. Standing Committees.

- a. **Executive Committee.** The Executive Committee shall act to accomplish, administer and facilitate the goals and the purposes of the Agency at the direction of the Board of Directors. As provided in Article 11 of the Agreement, the Executive Committee shall consist of the officers of the Board of Directors ; including the Immediate Past President, if still a Council Member or Mayor of a member City. If the Immediate Past President is no longer a Council Member or Mayor of a member City, a Director at Large may be appointed to the Executive Committee to fill the vacancy. The Director at Large shall be a Council Member or Mayor of a member City 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 Committee in the absence of the Chair of the Legislative Action Committee.
- b. **Legislative Action Committee.** The membership of the Legislative Action Committee shall consist of one representative from each member City. The representative shall be a Council Member or the Mayor. Each City shall also appoint an alternate to serve on the Legislative Action Committee in the absence of the designated representative. The alternate shall be a Council Member or the Mayor. Each member City, represented by either the representative or the alternate, shall have one vote. The representative of a member City who serves on the Board of Directors (or alternate to the Board) may also serve as the member City's representative to the Legislative Action Committee (or alternate to the Committee). The purpose of the Legislative Action Committee is threefold. First, the Committee would enable the Agency to advocate on issues of interest to Santa Clara County cities in an organized, effective manner and assist in the development of state-wide legislative policy through local and state government and CalCities. With respect to this advocacy and policy development, the Committee will submit its recommendations to the Board of Directors. If the Board accepts a

recommendation, the Chair of the Committee will transmit the Agency's position to the appropriate official, committee, or policy-making body. Second, the Committee would provide basic legislative information to cities with little or no legislative staff, upon request. Third, the Chair of the Committee and the Board President may organize emergency responses to urgent legislative issues, consistent with prior decisions made by the Board of Directors.

- c. City Selection Committee. The City Selection Committee shall have the membership and purposes set forth in Government Code sections 50270-50279.4 and shall be governed by the requirements of such sections. In accordance with state law, the membership of the City Selection Committee shall consist of the Mayor of each City in the County, whether or not any such City is a member of the Agency. When the Mayor is unable to attend a meeting of the City Selection Committee, the Mayor shall designate another member of the city's legislative body to attend and vote at the meeting as the Mayor's representative. Eight (8) votes are required to appoint representatives to boards, commissions or agencies.

Section 2. 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. Subject to the Board of Directors' consent and approval, any elected official of any member City shall be eligible to serve upon any such committee.

Section 3. Quorum. A majority of the members of each committee shall constitute a quorum to do business at any such regular or special meeting. 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. In accordance with Article 8.3.5 of the Agreement, on or before April 30 of each calendar year, the Board of Directors shall approve a budget for the Agency for the fiscal year commencing with July 1 of the same calendar year. A copy of the budget when approved and a copy of the final budget when adopted shall be transmitted to each member City.

Section 2. Significant Programs. In accordance with Article 15 of the Agreement, any program or activity that requires \$10,000 or more (as adjusted by CPI) in annual expenditures shall require approval by a two-thirds vote of the members of the Board of Directors. Any components of the annual operating budget proposed pursuant to Article VII, Section 1 that qualify as a significant program shall be subject to this two-thirds vote approval requirement,

whether those significant programs are proposed as a part of the annual operating budget or as a subsequent, mid-year budget adjustment.

Section 3. Dues. Each Member City shall pay to this Agency annual membership fees in accordance with a dues schedule adopted by the Board of Directors as part of the annual operating budget on or before April 30 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 annual operating budget. The full amount shall be due and payable on or before July 1 of each year. Any City becoming a member of this Agency during a fiscal year shall pay the full dues for that year prior to exercising any rights of membership.

Section 4. Funds. All funds received by the Agency 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 persons designated by the Board of Directors as signers on the account including the Executive Director, the Secretary/Treasurer, and the President.

Section 5. Accounting. In accordance with Article 16 of the Agreement, every year, an audit of the Agency's finances shall be completed and copies thereof shall be filed with the Board of Directors and the County Auditor for Santa Clara County. Upon request, 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 made available to the Board of Directors. On a quarterly basis, bank and reconciliation statements shall be reviewed and approved by the Secretary/Treasurer. Quarterly reports of accounting and investments shall be prepared and made available to 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 a majority of the Board of Directors present and voting.

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 Agency at least thirty (30) days before action thereon is required by the membership. An affirmative vote of the majority of the Board of Directors present and voting shall be required for approval.

Written Communications Item 8 Today: Please Agendize an Item for the October Meeting

From Kitty Moore <KMoore@cupertino.gov>

Date Thu 9/25/2025 1:09 PM

To Shali Sirkay <shali@citiesassociation.org>; Larry Klein <mayorklein@sunnyvale.ca.gov>

Cc Liang Chao <LChao@cupertino.gov>; Floy Andrews <FloyA@cupertino.gov>

Dear SCCCA President Klein and the Executive Committee,

The following is a request for the Executive Committee Agenda Item 8, September 25, 2025:

I respectfully request that potential revisions to the Cities Association of Santa Clara County Bylaws be agendized for the next October 9, 2025 meeting of the Board of Directors. This item will be on the Cupertino City Council agenda October 7, 2025 and the agenda including specifics for the item will be published October 1, 2025.

Thank you very much,

Kitty Moore



Kitty Moore

Vice Mayor

City Council

KMoore@cupertino.gov

(408) 777-1389





MAYOR LIANG CHAO
lchao@cupertino.gov

CITY HALL
10300 TORRE AVENUE • CUPERTINO, CA 95014-3255
TELEPHONE: (408) 777-3192 • FAX: (408) 777-3366
CUPERTINO.GOV



MEMO TO THE CITIES ASSOCIATION OF SANTA CLARA COUNTY BOARD OF DIRECTORS

Meeting: November 13, 2025

From: Liang Chao, Mayor, City of Cupertino

Subject: Proposed Amendments to the CASCSC Joint Powers Agency Agreement and Bylaws to Strengthen Democratic Representation and Ensure Consistency with JPA Principles

Introduction

The Cupertino City Council appreciates that this item has been scheduled for the November 13, 2025 CASCSC Board of Directors meeting, providing all member cities the opportunity to review and discuss proposed amendments intended to strengthen democratic representation, ensure accountability to member cities, and align CASCSC practices with the principles of local control set forth in the Joint Powers Agency Agreement.

At its regular meeting on October 7, 2025, the Cupertino City Council approved, by a 3-2 vote (Chao, Moore, and Wang – Yes; Fruen and Mohan – No), a proposal to amend the Joint Powers Agency Agreement (JPA) and Bylaws of the Cities Association of Santa Clara County (CASCSC). These actions were taken to strengthen democratic representation and improve consistency between the JPA's stated principles and its current operational practices.

Recommended Action (Adopted by the Cupertino City Council on October 7, 2025)

That the Cities Association of Santa Clara County amend its Joint Powers Agency Agreement and Bylaws to:

1. Require that all Executive Officer offices be held by member cities, not by individual council members, and that all Executive Officers be appointees or alternates to the Board of Directors (the Board);
2. Require that the members of the Legislative Action Committee (the LAC) elect that committee's chair from its membership; and
3. Remove the Bylaw provision setting the time for annual elections of Executive Officers in November or soon after.

Current JPA Agreement and Bylaws

The CASC is a regional body comprised of fifteen cities in Santa Clara County. In January 2024, the member cities adopted a Joint Powers Agency Agreement ("JPA"), thereby converting the prior unincorporated association into a Joint Powers Agency.

The stated goals of the JPA include, among others:

- building consensus on regional issues;
- providing a unified voice for member cities in legislative and policy advocacy; and
- respecting the principle of local control.

The current JPA and Bylaws specify the following:

1. The Board of Directors ("Board") consists of one member appointed by each member city.
2. The Board shall elect the five Officers to serve on the Executive Committee ("EC"): President, First Vice President, Second Vice President, Secretary/Treasurer, and Immediate Past President.
3. The President must be a member of the Board.
4. At least two Officers must be members of the Board.
5. The remaining Officers may be any Councilmembers from a member city, regardless of whether their city has appointed them to the Board to represent their city.
6. The LAC shall be chaired by the Second Vice President, and its members shall be appointed by the member cities.
7. The Board shall elect the Officers at the November Board meeting or the first meeting held on or after November 1 of each year. (Art. IV, Section 2(b).)

Issues with the Current Agreement and Bylaws

The current practices are inconsistent with the stated democratic goals of JPA to represent member cities. Specifically, these provisions are concerning:

1. Two Officers on the EC are not required to be appointed by any member city at a public meeting through democratic vote by their home city councils.
2. The LAC Chair, designated as the Second Vice Chair, is not required to be appointed by any member city to either the Board nor to the LAC. The LAC could have two councilmembers from one member city, with one serving as the Chair.
3. The LAC Chair, who is not required to be appointed by any member city, has the power to determine what bills to put on the agenda to discuss and provide narrative descriptions of the bills.
4. Two members of the LAC may be from the same member city. This practice creates conflicts with the "one representative from each member City" rule provided in the Bylaws (Art. VI, Section 1(b).)

5. The election of Executive Officers occurs each November, when the member cities usually appoint their representatives to the Board in late December or January.

For example, in the 2025 EC, two Executive Officers—the Second Vice President/LAC Chair and the Treasurer—are not appointed by their city councils to represent them on the Board. As a result, two cities (Campbell and Cupertino) have one councilmember serving on the EC and another member representing them on the Board of Directors. **This situation could occur in any year to any city whenever a councilmember is selected to the EC without the consent of their City Council to represent them on the CASC Board.**

Proposed Amendments to the JPA and Bylaws

We propose the following changes to the JPA and Bylaws to ensure that the Officers of CASC and the LAC Chair consist of members appointed by each Agency Member at a public meeting to better align with the democratic goal of the CASC.

1. **Executive Committee Membership**

Amending Article 10 of the JPA to require all Executive Officer offices be held by member cities, not by individual council members, and that all Executive Officers be appointees or alternates of the Board appointed by member cities.

2. **Legislative Action Committee Chair**

Amending Article 12 of the JPA to require the LAC members to elect its own Chair from among the LAC members appointed by each city to represent them.

3. **Election Timing**

Eliminating the requirement to elect Officers for the EC in November or soon after. The Board should have the flexibility to set election dates in a manner consistent with the appointments for the Board by member cities.

Analysis of the Proposed Changes

1. **Executive Committee Composition and Representation**

One challenge has been that there might be vacancies on the EC in December due to changes in each city council. The requirement that all Executive Officer offices be held by member cities, not by individual council members, mitigates this challenge since each city already appoints an alternate and can make appointments as needed to maintain the stability of its representation.

Historic EC Rotation Chart

Year	Pres	1st VP	2nd VP	Treas/At-Large	Past Pres	LAC
2025	Klein, SV	Walia, SA	Fruen, CU	Scozzola, CA	Fligor, LA	Fruen, CU
2024	Fligor, LA	Klein, SV	Walia, SA	Wei, CU	Abe-Koga, MV	Walia, SA
2023	Abe-Koga, MV	Fligor, LA	Klein, SV	Walia, SA	Wei, CU At-large	Klein, SV
2022	Jones, SJ	Abe-Koga, MV	Fligor, LA	Constantine, MH	Sayoc, LG	Fligor, LA
2021	Sayoc, LG	Jones, SJ	Abe-Koga, MV	Fligor, LA	Klein, SV	Constantine, MH
2020	Klein, SV	Sayoc, LG	Jones, SJ	Constantine, MH	Chappello, SA	Fligor, LA
2019	Cappello, SA	Showalter, MV	Klein, SV	Sayoc, LG	Jones, SJ	Sinks, CU
2018	Sinks, CU	Cappello, SA	Showalter, MV	Klein, SV	Scharff, PA	Sayoc, LG
2017	Scharff, PA	Sinks, CU	Cappello, SA	Pepper, LA	Griffith, SV	Showalter, MV
2016	Griffith, SV	Scharff, PA	Sinks, CU	Cappello, SA	Baker, CA	Pepper, LA

The current unwritten practice of the EC is that each year one new member is added to the committee as the Treasurer and then other members move up one position in the order of Treasurer, 2nd VP, 1st VP, President and Immediate Past President.

In the 2025 EC, two Executive Officers—the Second Vice President/LAC Chair and the Treasurer—are not appointed by their city councils to represent them on the Board. As a result, two cities (Campbell and Cupertino) have one councilmember serving on the EC and another member representing them on the Board of Directors. This situation could occur in any year to any city whenever a councilmember is selected to the EC without the consent of their City Council to represent them on the CASC Board. The proposed change would ensure fair representation for all cities..

2. Selection of the Legislative Action Committee Chair

The current unwritten practice of the EC is that each year one new member is added to the committee as the Treasurer and then other members move up one position in the order of Treasurer, 2nd VP, 1st VP, President and Immediate Past President. **Thus, the Second Vice President, serving as the LAC Chair, may or may not have expertise in legislation and may or may not be appointed by their city council to represent them on the LAC.** The proposed change would ensure that the LAC Chair is appointed by their city to represent their city, and being elected by the LAC members to serve makes sure that the Chair has the expertise to serve as chair as determined by the LAC members.

3. Timing of Executive Committee Elections

If there is a desire to continue to elect the Officers in November, the member cities might consider making appointments to the Board for the next year before the November election for the CASC Officers to allow certainty that the elected Officers would be members of the Board the following year.

To model best practices, we choose to make the appointment to the CASC for the 2026 term, beginning in January 2026, in October 2025. And we express our support for the application of Vice Mayor Kitty Moore to serve as one of the Officers on the EC, ahead of the November election, to show that the Officers have the support of the member city in a resolution adopted at a public meeting.

Attachments

1. **Resolution No. 25-083:** Requesting Amendments to the CASC Joint Powers Agency Agreement and Bylaws
2. **Attachment C:** *Redlined Joint Powers Agency Agreement for the Cities Association of Santa Clara County* (effective January 26, 2024)
3. **Attachment D:** *Redlined Bylaws of the Cities Association of Santa Clara County Joint Powers Agency* (approved May 9, 2024)
4. **Resolution No. 25-084:** Appointing Councilmember Kitty Moore to the CASC Board of Directors for the 2026 Term and Supporting Her Candidacy for the Executive Committee

Prepared by:



Liang Chao, Mayor
City of Cupertino

RESOLUTION NO. 25-083

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CUPERTINO REQUESTING AMENDMENTS TO THE JOINT POWERS AGENCY AGREEMENT AND BYLAWS OF THE CITIES ASSOCIATION OF SANTA CLARA COUNTY TO ENSURE FAIR AND DEMOCRATIC REPRESENTATION

WHEREAS, the City of Cupertino is committed to promoting transparency, accountability, and democratic representation in all regional and intergovernmental bodies in which it participates, including the Cities Association of Santa Clara County ("CASCC").

WHEREAS, in January 2024, a Joint Powers Agency Agreement ("JPA") became effective, and reorganized the prior unincorporated association into a Joint Powers Agency. A copy of the JPA is attached as Exhibit A. In May 2024, the CASCC adopted Bylaws pursuant to Article 26 of the JPA. A copy of those Bylaws is attached as Exhibit B.

WHEREAS, the City of Cupertino, as a member agency of the CASCC, is concerned that certain provisions of the JPA undermine the fair and democratic representation of its member cities.

WHEREAS, the JPA sets forth as among its goals the development of consensus positions on issues of regional concern, the advancement of a unified legislative voice on behalf of its members, and respect for local control.

WHEREAS, the City Council of Cupertino finds that certain provisions of the JPA and Bylaws are inconsistent with those goals and create opportunities for undemocratic practices that concentrate unchecked decision-making authority in the CASCC Executive Committee.

A. Executive Committee Membership

WHEREAS, the JPA allows two of its five Executive Committee members to serve regardless of whether those two members were appointed by their city councils as either Directors or alternates to the organization's Board of Directors,

thereby permitting two individuals to hold Executive Officer positions without a direct mandate from their home cities' governing bodies.

WHEREAS, this structure enables certain individuals to act as Executive Officers on behalf of their cities without having been appointed by, or accountable to, their city's city councils, contrary to principles of representative governance.

WHEREAS, this issue can be remedied by amending Article 10 of the JPA to ensure 1) that Executive Officer offices are held by member cities, not by their individual council members or appointed directors, and 2) that all Executive Officers be members or alternates to the Board of Directors, all of whom must be appointed by their respective city councils, pursuant to Article 8 of the JPA.

B. Legislative Action Committee Chair

WHEREAS, the Legislative Action Committee ("LAC") is comprised of one representative from each member agency (JPA, Art 12; Bylaws Article VI, Section 1(b)), but these representatives do not elect the Chair of the LAC from its membership. Instead, the JPA automatically designates the Chair of the LAC is to be held by the Second Vice Chair of the Executive Committee. (JPA, Art. 12.)

WHEREAS, the Second Vice Chair is not required to be and often is not a member or alternate of the Board of Directors, and therefore has not necessarily been appointed by their city council, yet still the Chair exercises significant legislative agenda-setting authority on behalf of CASC.

WHEREAS, this structure also conflicts with Article 12 of the JPA and Article VI, Section 1 (b) of the Bylaws, both of which provide that no more than one representative from each jurisdiction shall serve on the LAC, a rule undermined when a member city has both its appointed representative as a member of the LAC, as well as its Second Vice Chair serving as the Chair of the LAC.

C. Election Timing

WHEREAS, Article IV, Section 2(b) of the Bylaws requires elections for Executive Officers occur in November of each year, a schedule that may conflict

with the seating of newly elected or re-elected city councilmembers in many jurisdictions.

WHEREAS, this restriction is unnecessary, as the Board of Directors is capable of establishing election timelines without a rigid calendar requirement.

NOW, THEREFORE, BE IT RESOLVED,

That the City Council of the City of Cupertino hereby requests that the Board of Directors of the Cities Association of Santa Clara County amend its Joint Powers Agency Agreement and Bylaws as follows:

1. Amend Article 10 of the JPA to require that all Executive Officer offices are held by member cities, not by individual council members or appointed directors, and that all Executive Officers be appointees or alternates to the Board of Directors.
2. Amend Article 12 of the JPA to provide that the Chair of the Legislative Action Committee shall be elected by and from the duly appointed representatives of the LAC, consistent with the one-representative-per-jurisdiction rule of Article 12 of the JPA, and Article VI of the Bylaws.
3. Amend Article VI, Section 2(b) of the Bylaws to eliminate the November requirement for Executive Officer elections, and instead permit the Board of Directors to set election timelines that align with member agencies' council seating schedules.

BE IT FURTHER RESOLVED,

That the City Council of the City of Cupertino directs the Mayor, or the Mayor's designee, to transmit this Resolution and its attached Exhibits A and B, along with a cover letter introducing these changes, to the Cities Association of Santa Clara County for discussion and action at the October 9, 2025 meeting of its Board of Directors.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Cupertino this 7th day of October, 2025, by the following vote:

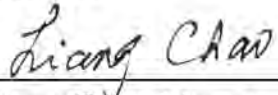
Members of the City Council

AYES: Chao, Moore, Wang

NOES: Fruen, Mohan

ABSENT: None

ABSTAIN: None

SIGNED:  _____ Liang Chao, Mayor City of Cupertino	10/21/2025 _____ Date
ATTEST:  _____ Kirsten Squarcia, City Clerk	10/21/2025 _____ Date

JOINT POWERS AGENCY AGREEMENT FOR CITIES ASSOCIATION OF SANTA CLARA COUNTY

This Joint Powers Agreement ("Agreement" or "JPA") for the Cities Association of Santa Clara County is entered into by and among the cities ("Members"), which are organized and existing under the Constitution and laws of the State of California in which public agencies are located in the County of Santa Clara, and upon approval and full execution of the Agreement, creates the Cities Association of Santa Clara County Joint Powers Agency ("Agency").

RECITALS

WHEREAS, Articles 1 and 2, Chapter 5, Division 7, Title 1 of the California Government Code (Section 6500 *et seq.*) permit two or more public agencies by agreement to jointly exercise powers common to the Members; and

WHEREAS, the public agency Members executing this JPA are cities or towns within the jurisdiction of the County of Santa Clara ("County"); and

WHEREAS, the Cities Association of Santa Clara County has existed as an unincorporated association since 1990 and desires to formalize the relationship between its City and Town members and form a Joint Powers Agency in order to carry out activities for the good of all its Members; and

WHEREAS, the Members executing this Agreement, desire to join together to create a separate Joint Powers Agency for the purpose of promoting cooperation among the Members; advocating for positive action; enhancing the quality of life for the residents of the County and their individual cities; and encouraging other joint and cooperative endeavors among the public agencies for their mutual benefit.

NOW, THEREFORE, the Parties agree to the following:

AGREEMENT

ARTICLE 1 - DEFINITIONS

- 1.1 "Associate Member" shall mean any non-city local agency, located within jurisdictional authority of the County of Santa Clara, and shall have duly executed and delivered to the Agency an Associate Membership Agreement in the form of and as further provided in the Bylaws of the Agency, as further provided in Article 32 herein.
- 1.2 "Agency" shall mean the Cities Association of Santa Clara County Joint Powers Agency created by this Agreement.
- 1.3 "Board of Directors" or "Board" shall mean the governing body of the Agency.
- 1.4 "Executive Committee" shall mean the Executive Committee of the Board of Directors of the Agency.

- 1.5 "Fiscal Year" shall mean that period of twelve (12) months which is established by the Board of Directors or the Bylaws as the fiscal year of the Agency, which shall run from July 1 to June 30 of each year.
- 1.6 "Government Code" shall mean the California Government Code, as amended.
- 1.7 "Joint Powers Law" shall mean Articles 1 and 2, Chapter 5, Division 7, Title 1 (commencing with Section 6500) of the Government Code, known as the Joint Exercise of Powers Act, as amended.
- 1.8 "Legislative Body" shall mean the legislative board of each Public Agency that is a Member of the Agency.
- 1.9 "Member" shall mean any city which has executed this Agreement and has become a member of the Agency. The complete list of Members is set forth in Exhibit "A" attached hereto and incorporated herein by this reference.
- 1.10 "Parties" shall mean Members or Associate Members who are party to this Agreement.
- 1.11 "Public Agency" shall mean public agency as defined in Government Code Section 6500, as amended.
- 1.12 Unless the context clearly requires otherwise, as used in this Agreement, words of the masculine, feminine or neutral gender shall be construed to include each other gender, when appropriate, and words of the singular number shall be construed to include the plural number, and vice versa, when appropriate. This Agreement and all the terms and provisions herein shall be construed to effectuate the purposes set forth and to sustain the validity of those purposes.

ARTICLE 2 - CREATION AND PURPOSES

- 2.1 This Agreement is entered into by the Members in order to:
 - 2.1.1 Review, study, develop consensus positions, and take action on issues of interest to Members;
 - 2.1.2 Focus on local and regional matters that are important to our future;
 - 2.1.3 Develop a common agenda for Santa Clara County cities;
 - 2.1.4 Serve as a unified voice for Santa Clara County cities in relationship to other agencies, organizations, and levels of government;
 - 2.1.5 Establish and administer the City Selection Committee pursuant to Government Code Section 50270 *et seq.*, as amended and make appointments to regional and local bodies as provided by law;
 - 2.1.6 Serve as a source of education, information, and networking for officials from all cities in Santa Clara County;

- 2.1.7 Provide a forum for non-city individuals, groups and organizations and the private sector to address items of interest to Santa Clara County cities;
- 2.1.8 Reduce duplication of effort by sharing information and provide a unified voice and strong advocacy on legislation and other important issues that affect its Members;
- 2.1.9 Strengthen the Members' and Agency's standing at the regional, State and Federal level;
- 2.1.10 Strive to respect local control, provide regional perspective, and make a difference to elevate the quality of life throughout the County;
- 2.1.11 Provide a forum for discussion and study of problems common to the Members and to assist in the development and implementation of solutions to such problems;
- 2.1.12 Provide a method for the Members to collaborate and jointly develop policies that benefit the region; and
- 2.1.13 Collaborate in such a way that is efficient, saves the jurisdictions the expense of individual effort, and creates positive outcomes.

ARTICLE 3 - PARTIES TO AGREEMENT

Each Member, as a Party to this Agreement, intends to and does contract with all other Members as Parties to this Agreement and, with other Public Agencies as may later be added as Parties to this Agreement pursuant to the Joint Powers Law. The withdrawal of any party from this Agreement, pursuant to Article 20, shall not affect this Agreement or the remaining Members' obligations.

ARTICLE 4 - FORMATION; TERM

This Agreement shall become effective when fully executed and returned to the Agency by at least eight (8) Members, but only as to those Members that have executed the Agreement. The Agency shall promptly notify all Members in writing of the effective date. After one full year after the initial formation of the Agency, should the membership fall below seven (7) Members due to the withdrawal of Members and the membership level remains at below seven (7) Members for a period of at least one (1) year and a similar joint powers authority, with the same or similar powers and functions is formed containing a majority of cities in the County of Santa Clara, the Agency shall change its name and permit the new organization to take on the name of the Agency. Notwithstanding the name change, this Agreement shall continue in effect until terminated as provided herein. The termination of this Agreement with respect to an individual Member upon its withdrawal from membership in the Agency shall not operate to terminate this Agreement with respect to the remaining Members.

ARTICLE 5 - CREATION OF THE AGENCY

Pursuant to the Joint Powers Law, there is hereby created a public entity, separate and apart from the Parties hereto, to be known as the "Cities Association of Santa Clara County Joint Powers

Agency" with powers as are set forth herein. Upon formation of the Agency as described in Article 4, the Cities Association of Santa Clara County, an unincorporated association shall follow the process of dissolution and cease to exist.

ARTICLE 6 - POWERS OF THE AGENCY

6.1 Subject to the terms of this agreement, the Agency shall have all of the powers of a public agency as defined in the Government Code Section 6500 as amended and all additional powers set forth in the Joint Powers Law and other statutes applicable to the Joint Powers Agency created hereby and is authorized to do all acts necessary for the exercise of these powers on behalf of its Members. Powers include, but are not limited to, the following, in the Agency's own name:

- 6.1.1 To make and enter into contracts;
- 6.1.2 To incur debts, liabilities, and obligations and to encumber personal property;
- 6.1.3 To acquire, hold, or dispose of personal property, contributions, and donations of personal property, funds, services, and other forms of assistance from persons, firms, corporations, and government entities;
- 6.1.4 To sue and be sued in its own name, and to settle any claim against it;
- 6.1.5 To receive and use contributions and advances from Members as provided in Government Code Section 6504, as amended including contributions or advances of personnel and equipment;
- 6.1.6 To invest any money in its treasury that is not required for its immediate necessities, pursuant to Government Code Section 6509.5, as amended;
- 6.1.7 To acquire, construct, manage, maintain, or operate title to personal property, or rights, or any interest therein;
- 6.1.8 To retain the services of agents, contractors, and consultants;
- 6.1.9 To receive, collect, and disburse monies;
- 6.1.10 To conduct studies, tests, evaluations, and similar activities;
- 6.1.11 To contract for services from Members, including in-kind services;
- 6.1.12 To conduct public outreach and education;
- 6.1.13 To participate in pilot and demonstration projects;
- 6.1.14 To charge for services, programs, and/or systems;
- 6.1.15 To work with elected officials and local, regional, state, and federal agencies, including other joint powers agencies and unincorporated associations to pursue funding, enter agreements and otherwise carry out the purposes of the Agency; and

- 6.1.16 Subject to this Agreement or the Bylaws of the Agency, and only as authorized by the Joint Powers Law, to exercise other reasonable and necessary powers in furtherance or support of any purpose of the Agency.

ARTICLE 7 - RESTRICTIONS ON POWERS

- 7.1 Pursuant to and to the extent required by Government Code Section 6509, as amended, the Agency shall be restricted in the exercise of its powers and shall exercise its powers in the same manner as the Town of Los Gatos is restricted in its exercise of similar powers; provided that, if the Town of Los Gatos shall cease to be a Member, then the Agency shall be restricted in the exercise of its power in the same manner as another Member agreed to by the majority of the Board of Directors. Unless expressly provided for, the Agency does not, by virtue of this Section or this Agreement, subject itself to the internal policies or ordinances of any Member.
- 7.2 The Agency shall not have the power of eminent domain.
- 7.3 The Agency shall not have the power of taxation. The Agency may not impose taxes but may receive the proceeds of taxes imposed by other entities or public funds from other entities.
- 7.4 The Agency shall not have the power to acquire, purchase, hold or dispose of real property.
- 7.5 The Agency shall not have the power to hire employees.
- 7.6 The Agency shall not have the power to issue debt.

ARTICLE 8 - BOARD OF DIRECTORS

- 8.1 The Agency shall be governed by the Board of Directors, which shall be composed of one Director representing each Member. Each Member's Legislative Body, according to its own procedures, shall appoint a Member of the Legislative Body as a Director to represent the Member on the Board of Directors. The Director shall serve at the pleasure of their respective Legislative Body. The Legislative Body of each Member shall also appoint one alternate Director ("Alternate") who shall participate in and vote at any meeting of the Board when the primary Director is absent. Any vacancy in a Director or Alternate position shall be filled by the appointing Member's Legislative Body, subject to the provisions of this Article. Immediately upon admission of a new Member, the new Member shall be entitled and required to appoint a Director and one alternate Director. Every Director or Alternate shall be a Council Member or Mayor of their individual Member city.
- 8.2 A Director and/or Alternate shall be removed from the Board of Directors upon the occurrence of any one of the following events: (1) the Agency receives written notice from the appointing Member of the removal and/or replacement of the Director or Alternate; (2) the withdrawal of the Member from this Agreement; (3) the death or resignation of the Director or Alternate; (4) the Agency receives written notice from the Member that the Director or Alternate is no longer qualified as provided in the first paragraph of this Article 8; or as set forth in Article 21.

- 8.3 The Board of Directors shall have the following powers and functions:
- 8.3.1 Except as otherwise provided in this Agreement, the Board shall exercise all powers and conduct all business of the Agency, either directly or by delegation to other bodies or persons;
 - 8.3.2 The Board shall elect an Executive Committee, as provided in Article 11;
 - 8.3.3 The Board shall be the policy setting body of the Agency;
 - 8.3.4 The Board shall appoint or retain the services of necessary agents, consultants, or independent contractors in accordance with Article 14;
 - 8.3.5 The Board shall cause to be prepared, and shall review, modify as necessary, and adopt the annual operating budget of the Agency. Adoption of the budget may not be delegated. The Board shall adopt their budget no later than the first April 30th following formation and then subsequently by April 30th of each successive year. The Board shall review, set, and adopt annual dues to be funded by Agency Members;
 - 8.3.6 The Board shall receive, review and act upon periodic reports and audits of the funds of the Agency, as required under Article 16 of this Agreement;
 - 8.3.7 The Board may adopt policies regarding personnel, conflicts of interest and other matters necessary or convenient for the efficient operation of the Agency;
 - 8.3.8 The Board shall adopt a set of priorities and work plan for each fiscal year; and
 - 8.3.9 Subject to the terms of this Agreement, the Board shall have such other powers and duties as are reasonably necessary to carry out the purposes of the Agency.

ARTICLE 9 - MEETINGS OF THE BOARD OF DIRECTORS

- 9.1 The Board of Directors shall hold at least one regular meeting each year. The Board of Directors shall fix by resolution, or in the Bylaws, the date, time, and location of each regular meeting. The Board or Executive Director, in consultation with the President of the Board as provided in Article 10 below, may call special meetings.
- 9.2 Each meeting of the Board of Directors, including without limitation, regular, adjourned regular and special meetings shall be called, noticed, held, and conducted in accordance with the Ralph M. Brown Act, Government Code Section 54950 *et seq.*, as amended.
- 9.3 The Agency shall require the Secretary/Treasurer or designee to take and maintain minutes of all regular, adjourned regular and special meetings. As soon as practicable after each meeting, the Secretary/Treasurer or designee shall forward to each Board Member, a copy of the minutes of the meeting.
- 9.4 A majority of the Members of the Board shall constitute a quorum for the transaction of business. Unless otherwise required by law, a vote of the majority of a quorum of the members

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. ~~All Of the Officers, the President, and at least two other Officers, Officers-Directors~~ must also be members of the Board of Directors or alternates to 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~~ any Officer ceases to be a Member or alternate of the Board, the resulting vacancy shall be filled by the alternate from that City 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~~ the next highest level Officer shall 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 whose chair shall be democratically elected by its membership~~ 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:

- 14.1.1 Executive Director. The Board shall contract with a consultant or independent contractor to fulfill the following duties of an Executive Director: manage the affairs of the Agency, subject to the general supervision and policy direction of the Board and the Executive Committee; oversee the day-to-day activities of the Agency; select and manage the activities of all consultants and independent contractors to the Agency; be responsible for required filings by the Agency with the State of California; prepare or delegate the preparation of all meeting notices, minutes, and required documentation of the Agency; prepare and propose an annual budget; prepare reports and recommendations for consideration by the Executive Committee or Board; be responsible for billing and collection of annual dues; maintain the records of the Agency; assist Local Agencies in the preparation and filing of applications for participation in the financing programs of the Agency; expedite the processing of these applications; pay all invoices, taxes and amounts due; and perform other duties as are assigned by the Board and Executive Committee. The Executive Director may have the authority to sign agreements, applications, and other documents on behalf the Agency, if authorized by the Board or Executive Committee. The Executive Director shall have the Authority to enter into individual Agreements with a single vendor over the course of a fiscal year, on behalf of the Agency, up to the amount set by the Bylaws.
- 14.1.2 General Counsel. The Board shall contract with a consultant, independent contractor, or law firm to fulfill the duties of General Legal Counsel. The General Counsel shall take direction from the majority of the Board of Directors. The General Counsel shall be a member in good standing of the California State Bar. The General Counsel shall be responsible for the legal affairs of the Agency;
- 14.1.3 Auditor. The Auditor shall be a Certified Public Accountant licensed to practice in the State of California. The Auditor will conduct annual financial audits of the Agency;
- 14.1.4 Other services. The Executive Director may hire additional consultants and independent contractors, as appropriate, based upon a previously approved budget;
- 14.1.5 The Agency shall not contract with or become a member of the California Public Employees Retirement System ("PERS"), nor shall any agent, consultant or independent contractor of the Agency become a member of PERS or be entitled to a pension or retirement from PERS as a result of service to the Agency; and
- 14.1.6 The consultants and independent contractors fulfilling the duties of Executive Director, the Auditor, the General Counsel and any other consultants or independent contractors who provide services to the Agency shall be compensated in such manner as shall be approved by the Board and as permitted by applicable law.

ARTICLE 15 - SIGNIFICANT PROGRAMS

If the Board desires to create significant programs or activities which will utilize substantial resources of the Agency, it shall do so by a vote of the Board. If the Board deems it necessary, it may

appoint a working committee to study the significant program or activity and provide input to the Board. Substantial resources and significant program or activity shall be defined as any program or activity requiring \$10,000 or more in annual expenditures; this amount shall be increased by the annual cost of living CPI index. Any new significant program or activity shall require a work plan and a two-thirds vote of the Members in order to be initiated. When a new significant program is intentionally designed to be limited in scope, such that it only provides benefits to particular Members, the Agency may enter into a specific program or project Agreement that includes relevant terms regarding the particular affected Members, and any such Agreement shall be approved by the Board prior to or at the same time as formation of the significant program. These limited scope Agreements shall be subject to approval by the Board by a two-thirds vote of the Members.

ARTICLE 16 - ACCOUNTS AND RECORDS

- 16.1 The Agency shall adopt an operating budget pursuant to Section 8.3.5 of Article 8 of this Agreement.
- 16.2 The Secretary/Treasurer of the Agency or the Executive Director shall establish and maintain funds and accounts as may be required by good accounting practices and by the Board. Books and records of the Agency shall be open to and made available for inspection at all reasonable times upon request by authorized representatives of the Members.
- 16.3 The Agency shall adhere to the standard of strict accountability for funds and report all receipts and disbursements as set forth in the Joint Powers Law.
- 16.4 Auditor's Report. The Auditor, within one hundred and twenty (120) days after the close of each Fiscal Year, shall give a complete written report of all financial activities for the prior Fiscal Year to the Board.
- 16.5 The Agency shall either make or contract with a Certified Public Accountant to make an annual Fiscal Year audit of all accounts and records of the Agency, conforming in all respects with the requirements of the Joint Powers Law. A report of the audit shall be filed as a public record and be provided to each of the Members, and with the County Auditor of the County of Santa Clara. Costs of the audit shall be considered a general expense of the Agency. Any costs of the audit shall be borne by the Agency and shall be a charge against any unencumbered funds of the Agency available for this purpose.

ARTICLE 17 - RESPONSIBILITIES FOR FUNDS AND PROPERTY

- 17.1 The Secretary/Treasurer, or his or her designee, shall have the custody of and disburse the Agency's funds. Proceeds of similar obligations of the Agency may be deposited with a trustee, agent or other depository and shall not be considered the Agency's funds for purposes of this Article. The Secretary/Treasurer may delegate disbursements to persons as may be authorized by the Board or the Executive Committee to perform that function, subject to the requirements of Section 17.2 below.

- 17.2 The Secretary/Treasurer or designee shall perform all functions then required to be performed by the Treasurer under the Joint Powers Law. The Secretary/Treasurer shall review the financial statements and the annual audit of the Agency.
- 17.3 Pursuant to Government Code Section 6505.1, as amended, the Executive Director, the Secretary/Treasurer, and other persons as the Board may designate, shall have charge of, handle, and have access to the property of the Agency. The Agency shall secure and pay for a fidelity bond or bonds, in an amount or amounts and in a form specified by the Board of Directors, covering any officers or agents of the Agency who are authorized to hold or disburse funds of the Agency and any officers or agents who are authorized to have charge of, handle and have access to property of the Agency.

ARTICLE 18 - MEMBER RESPONSIBILITIES

- 18.1 Each Member shall have the following responsibilities:
- 18.1.1 To appoint its Director and Alternate to, or remove its Director and Alternate, from the Board, as set forth in Article 8;
- 18.1.2 To consider proposed amendments to this Agreement as set forth in Article 29;
- 18.1.3 To make contributions in the form of annual membership assessments and fees, if any, determined by the Board for the purpose of defraying the costs of providing the annual benefits accruing directly to each party from this Agreement; and
- 18.1.4 If a Member provides written notice to the Agency of its election to relinquish its status as a Member, or if a Member fails to be represented at four (4) or more consecutive regular meetings of the Board of Directors, then that Member may be deemed to be a suspended Member, with all the rights and duties of an Associate Member, upon action of the Board of Directors duly adopted. Prior to the suspension, the President shall contact the Mayor and request that another Council Member be appointed or that reinstatement for the current Member be requested. The suspension shall be approved by the Board of Directors. Promptly following that action by the Board of Directors, the Member may be reinstated by informing the Board of its intent to be reinstated within thirty (30) days and to attend all future meetings either via the Director or Alternate. Removal of a Member for failure of the Director to attend meetings shall not relieve the Member from its obligations under any outstanding agreements relating to the Agency's financial obligations, except in accordance with this Agreement.

ARTICLE 19 - NEW MEMBERS

With the approval of the Board, any city located within the County of Santa Clara may become a party as a Member to this Agreement. A city requesting membership shall apply by presenting to the Agency, a resolution of the Legislative Body of the City, evidencing its approval of this Agreement. The date that the applying city will become a Member will be determined by the Board. The Agency shall

accept new Members upon a majority affirmative vote of the entire Board and upon payment of any Board determined assessments and fees.

ARTICLE 20 - WITHDRAWAL

A Member may terminate its membership in the Agency at any time upon giving one hundred and eighty (180) days written notice of withdrawal to the Agency. The notice shall be given to the Board of Directors. The effective date shall be the conclusion of the first Board Meeting which occurs after the one hundred and eighty (180) day notice period has passed. Any Member who withdraws shall remain obligated to pay its share of all debts, liabilities, and obligations incurred or accrued through the end of the current fiscal year of the Agency. The withdrawal does not in any way impair any contracts, resolutions, indentures, or other obligations of the Agency then in effect. In the event of a disagreement between the Agency and the withdrawing Member as to whether the withdrawal shall cause the impairment of any contracts, resolutions, indentures, or other obligations of the Agency, the determination shall be made by a majority vote of the Board of Directors. Any Member that withdraws and later seeks reinstatement to the Agency shall provide funds to the Agency, proportionate to their responsibility for the current fiscal year, as if the Member had never left the Agency. A withdrawing Member shall, in all events, remain liable for its proportionate share of: (i) its full amount of its proportionate share of the adopted fiscal year budget; (ii) any call for funds or assessment levied by the Agency prior to the date it provides its notice of withdrawal; (iii) any contribution in existence at the time of the notice of withdrawal.

ARTICLE 21 - REMOVAL

If the Board of Directors determines that reasonable cause exists to remove a Director from the Board, it can remove the Director and request that the Member who appointed the Director appoint a new Director. The Board may, by two-thirds majority vote of the entire Board, remove a Member based on a Member's breach of any material term of this Agreement, and the failure to cure that breach within sixty (60) days written notice. A terminated Member shall remain liable for any obligation under this Agreement as described above. Failure to pay dues within 60 days following notice shall result in a Member becoming suspended with all the rights of an Associate Member. A suspended Member shall immediately have its voting rights restored upon full payment of dues.

ARTICLE 22 - OBLIGATIONS OF AGENCY

The debts, liabilities, and obligations of the Agency shall not be the debts, liabilities, and obligations of the Members. Any Member may separately contract for, or assume responsibility for, specific debts, liabilities, or obligations of the Agency. Nothing in this Agreement shall be interpreted to limit the applicability of the provisions of Government Code Section 895.6.

ARTICLE 23 - TERMINATION AND DISTRIBUTION OF ASSETS

This Agreement may be terminated at any time that no financial obligations of the Agency are outstanding, with the approval of two-thirds of the Members. Upon termination of this Agreement, all assets of the Agency shall, after payment of all unpaid costs, expenses and charges incurred under this Agreement, be distributed among the parties to this Agreement, in accordance with the respective contributions of each of the Parties.

ARTICLE 24 - LIABILITY OF BOARD OF DIRECTORS, OFFICERS, AND COMMITTEE MEMBERS

- 24.1 The Members of the Board of Directors, Officers, and Committee Members of the Agency shall use ordinary care and reasonable diligence in the exercise of their powers and in the performance of their duties pursuant to this Agreement. They shall not be individually liable for any mistake of judgment, or any other action made, taken, or omitted by them in good faith, nor for any act or omission by any agent, consultant or independent contractor selected with reasonable care, nor for loss incurred, resulting from any action made, taken, or omitted by them in good faith and with reasonable care through investment of Agency funds, or failure to invest.
- 24.2 No Director, Officer, or Committee Member shall be responsible for any act or omission of any other Director, Officer, or Committee Member. Unless otherwise required by law, no Director, Officer, or Committee Member shall be required to give a bond or other security to guarantee the faithful performance of his or her duties pursuant to this Agreement.
- 24.3 The funds of the Agency shall be used to defend, indemnify, and hold harmless the Agency for any Director, Officer, or Committee Member, for their actions taken within the scope of the Agency. Nothing herein shall limit the right of the Agency to purchase insurance to provide coverage for these types of losses.
- 24.4 These indemnification and defense obligations shall survive the termination of the Agreement as to any acts or omissions occurring before such termination.

ARTICLE 25 - INDEMNIFICATION

To the fullest extent allowed by law, the Agency shall defend, indemnify, and save harmless the Members and their governing bodies, officers, agents and employees from all claims, losses, damages, costs, injury, and liability of every kind, nature, and description directly or indirectly arising from the performance of any of the activities of the Agency or the activities undertaken pursuant to this Agreement.

ARTICLE 26 - BYLAWS

The Board shall adopt Bylaws consistent with this Agreement which shall provide for the administration and management of the Agency. The provisions of the Bylaws, as modified from time to time, shall establish the operating procedures and standards for the Agency.

ARTICLE 27 - NOTICES

The Agency shall address notices, billings, and other communications to a Member as directed by that Member. Each Member shall provide the Agency with the email and physical address to which communications are to be sent. Members shall address notices and other communications to the Agency, at the office address of the Agency, or the email address of the Agency as directed by the Member and as set forth in the Bylaws.

ARTICLE 28 - CODES

The Agency shall adopt and observe a Code of Conduct and Conflict of Interest Policy. The Agency shall comply with all requirements of the Fair Political Practices Commission as required by law or regulation.

ARTICLE 29 - AMENDMENT

This Agreement may be amended at any time by vote of the Members, acting through their Legislative Bodies. Any amendment of this Agreement shall become effective upon receipt by the Agency of notice of the approval of the amendment by two thirds of the Legislative Bodies of the Members.

ARTICLE 30 - SEVERABILITY

Should any portion, term, condition, or provision of this Agreement be decided by a court of competent jurisdiction to be illegal or in conflict with any law of the State of California, or be otherwise rendered unenforceable or ineffectual, the validity of the remaining portions, terms, conditions, and provisions shall not be affected.

ARTICLE 31 - PROHIBITION AGAINST ASSIGNMENT

No Member may assign any right, claim, or interest it may have under this Agreement, and no creditor, assignee or third-party beneficiary of any Member shall have any right, claim, or title to any part, share, interest, fund, or asset of the Agency. This Agreement shall be binding upon and shall inure to the benefit of successors of the Members. This Agreement is intended solely for the benefit of the

Agency and its Members. No third party shall be deemed a beneficiary of this Agreement or have any rights against the Agency or its Members.

ARTICLE 32 - ASSOCIATE MEMBERS

Any Public Agency located within the jurisdictional authority of the County of Santa Clara may, with the approval of the Board of Directors, become an Associate Member of the Agency by executing and delivering to the Agency an Associate Membership Agreement and providing an Associate Membership fee and as further provided in the Bylaws. An Associate Member shall not be entitled to representation on the Board of Directors, or to vote on any matter coming before the Board of Directors or the Agency, unless a separate written agreement is entered into between the Associate Member and the Agency.

ARTICLE 33 - LIBERAL CONSTRUCTION

The provisions of this Agreement shall be liberally construed as necessary or reasonably convenient to achieve the purposes of the Agency.

ARTICLE 34 - NON-WAIVER

No waiver of the breach of default of any of the covenants, agreements, restrictions, or conditions of this Agreement by any Member shall be construed to be a waiver of any succeeding breach of the same or other covenants, restrictions, or conditions of this Agreement. No delay or omission of exercising any right, power, or remedy in the event of a breach or default shall be construed as a waiver or a variation of any of the terms of this Agreement or any applicable agreement.

ARTICLE 35 - REMEDIES FOR BREACH

If any Member shall default on any obligation contained in this Agreement, the default shall not excuse any other Member from fulfilling its respective obligations under this Agreement. Any Member shall be entitled to pursue all legal and equitable remedies against another Member in response to any alleged default under this Agreement. Any and all of the remedies provided to the Members, hereunder or by law now or hereafter enacted, are cumulative and the exercise of one right or remedy shall not impair the Members to any other remedy.

ARTICLE 36 - ARTICLE HEADINGS

All article headings are for reference only and are not intended to define or limit the scope of any provision of this Agreement.

ARTICLE 37 - DISPUTE RESOLUTION

- 37.1 The Members agree that any dispute regarding the enforcement or interpretation of any term, covenant, or condition of this Agreement ("Dispute") may first, for a period of not less than thirty (30) days, be submitted to mediation before a mutually acceptable mediator prior to initiation of litigation, or any other binding arbitration or adjudicative dispute resolution process. The Members shall: (i) mediate in good faith; (ii) exchange all documents which each believes to be relevant and material to the issue(s) in the Dispute; (iii) exchange written position papers stating their position on the Dispute and outlining the subject matter and substance of the anticipated testimony of persons having personal knowledge of the facts underlying the Dispute; and (iv) engage and cooperate in such further discovery as the Members agree or mediator suggests may be necessary to facilitate effective mediation.
- 37.2 Each Member shall bear its own costs, attorney's fees, and expenses of the mediation. Venue of the mediation shall be a mutually agreeable city within Santa Clara County, California.

ARTICLE 38 - INSURANCE

If available, the Agency shall obtain insurance for all Members, appointed Members, and Committee Members, including, but not limited to, Directors and Officers liability insurance and general liability insurance containing policy limits in such amounts as the Board of Directors shall deem will be necessary to adequately insure against the risks of liability that may be incurred by the Agency. Insurance under this provision may include an insurance pool program.

ARTICLE 39 - FILING WITH SECRETARY OF STATE

The Executive Director of the Agency shall file a notice of this Agreement with the office of the California Secretary of State within thirty (30) days of its effective date, as required by Government Code Section 6503.5, as amended and within seventy (70) days of its effective date as required by Government Code Section 53051, as amended.

ARTICLE 40 - COUNTERPARTS

This Agreement may be executed in parts or counterparts, each part or counterpart being an exact duplicate of all other parts or counterparts, and all parts or counterparts shall be considered as constituting one complete original and may be attached together when executed by the Members hereto. Facsimile and electronic signatures shall be binding.

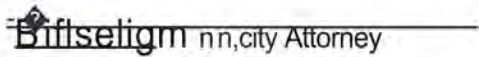
ARTICLE 41 - AGREEMENT COMPLETE

This Agreement constitutes the full and complete Agreement of the parties and supersedes any prior written Agreement between the Members on the same topic.

CITY OF CAMPBELL

IN WITNESS WHEREOF, the parties hereto have executed this Joint Powers Agreement establishing the Cities Association of Santa Clara County Joint Powers Agency

APPROVED AS TO FORM:


Brian Seligman, City Attorney

11/25/25

Date

APPROVED:


Brian Loventhal, City Manager

11/25/25

Date

CITY OF CUPERTINO

IN WITNESS WHEREOF, the parties hereto have executed this Joint Powers Agreement establishing the Cities Association of Santa Clara County Joint Powers Agency

APPROVED AS TO FORM:

Handwritten signature of Christopher Jensen, consisting of two diamond shapes containing question marks and a stylized 'r'.

Christopher Jensen, City Attorney

Jan 17, 2024

Date

APPROVED:

Handwritten signature of Pamela Wu.

Pamela Wu, City Manager

Jan 17, 2024

Date

CITY OF LOS ALTOS

IN WITNESS WHEREOF, the parties hereto have executed this Joint Powers Agreement establishing the Cities Association of Santa Clara County Joint Powers Agency

APPROVED AS TO FORM:

 Joe Houston, City Attorney

1-18-24
Date

APPROVED:

 Gabriel Manager

1/18/24
Date

TOWN OF LOS ALTOS HILLS

IN WITNESS WHEREOF, the parties hereto have executed this Joint Powers Agreement establishing the Cities Association of Santa Clara County Joint Powers Agency

APPROVED AS TO FORM:

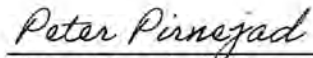


Steven Mattas, Town Attorney

1/23/2024

Date

APPROVED:



Peter Pirnejad, Town Manager

01/24/2024

Date

TOWN OF LOS GATOS

IN WITNESS WHEREOF, the parties hereto have executed this Joint Powers Agreement establishing the Cities Association of Santa Clara County Joint Powers Agency

APPROVED AS TO FORM:



Gabrielle Williams, Town Attorney

Date

APPROVED:



Katy Nomura, Assistant Town Manager
For Laurel Prevetti, Town Manager

Date

CITY OF MILPITAS

IN WITNESS WHEREOF, the parties hereto have executed this Joint Powers Agreement establishing the Cities Association of Santa Clara County Joint Powers Agency

APPROVED AS TO FORM:

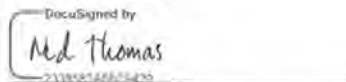


Michael Mutalipassi, City Attorney

Jan-24-2024

Date

APPROVED:



Ned Thomas, City Manager

Jan-24-2024

Date

CITY OF MONTE SERENO

IN WITNESS WHEREOF, the parties hereto have executed this Joint Powers Agreement establishing the Cities Association of Santa Clara County Joint Powers Agency

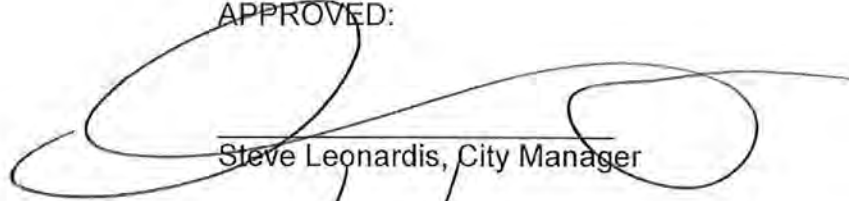
APPROVED AS TO FORM:

15?_ 
owell, City Attorney

1 - 30 - Lt'

Date

APPROVED:



Steve Leonardis, City Manager
1/29/24

Date

CITY OF MORGAN HILL

IN WITNESS WHEREOF, the parties hereto have executed this Joint Powers Agreement establishing the Cities Association of Santa Clara County Joint Powers Agency

APPROVED AS TO FORM:

A stylized signature of Donald Larkin, consisting of a series of connected loops and a final flourish.

Donald Larkin, City Attorney

1/19/2024

Date

APPROVED:

A stylized signature of Christina Turner, featuring a large, circular loop and a trailing line.

Christina Turner, City Manager

1/19/2024

Date

CITY OF MOUNTAIN VIEW

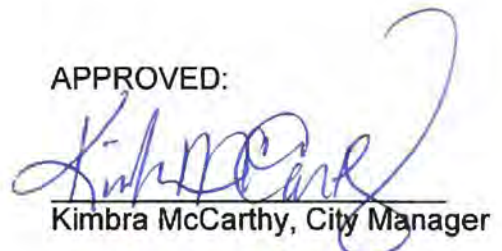
IN WITNESS WHEREOF, the parties hereto have executed this Joint Powers Agreement establishing the Cities Association of Santa Clara County Joint Powers Agency

APPROVED AS TO FORM:


Jennifer Logue, City Attorney

11/17/25
Date

APPROVED:

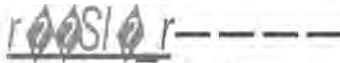

Kimbra McCarthy, City Manager

11/17/25
Date

CITY OF PALO ALTO

IN WITNESS WHEREOF, the parties hereto have executed this Joint Powers Agreement establishing the Cities Association of Santa Clara County Joint Powers Agency

APPROVED AS TO FORM:


Molly Stump, City Attorney

2/1/2024

Date

APPROVED:


Ed Shikada, City Manager

1/31/2024

Date

CITY OF SAN JOSE

IN WITNESS WHEREOF, the parties hereto have executed this Joint Powers Agreement establishing the Cities Association of Santa Clara County Joint Powers Agency

APPROVED AS TO FORM:

Kevin Fisher

Kevin Fisher, Assistant City Attorney

Feb 16, 2024

Date

APPROVED:

Toni J. Taber

Toni J. Taber, City Clerk

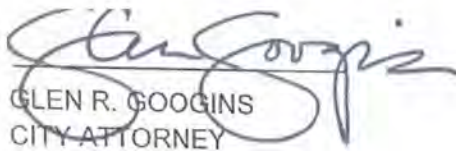
16 February 2024

Date

CITY OF SANTA CLARA

IN WITNESS WHEREOF, the parties hereto have executed this Joint Powers Agreement establishing the Cities Association of Santa Clara County Joint Powers Agency

APPROVED AS TO FORM:


GLEN R. GOOGINS
CITY ATTORNEY

1/20/24

Date

APPROVED:


Jovan Grogan, City Manager

1/30/24

Date

CITY OF SARATOGA

IN WITNESS WHEREOF, the parties hereto have executed this Joint Powers Agreement establishing the Cities Association of Santa Clara County Joint Powers Agency

APPROVED AS TO FORM:

DocuSigned by:

Richard Taylor

Richard Taylor, City Attorney

1/26/2024

Date

APPROVED:

DocuSigned by:

James Lindsay

James Lindsay, City Manager

1/26/2024

Date

CITY OF SUNNYVALE

IN WITNESS WHEREOF, the parties hereto have executed this Joint Powers Agreement establishing the Cities Association of Santa Clara County Joint Powers Agency

APPROVED AS TO FORM:

APPROVED:

 Rebe Moon, Interim City Attorney

1/29/24
Date


Larry Klein, Mayor

01276.0002 2046032.1

January 29, 2024
Date

BYLAWS**CITIES ASSOCIATION OF SANTA CLARA COUNTY JOINT POWERS AGENCY****ARTICLE I****PURPOSE AND PRINCIPAL PLACE OF BUSINESS**

Section 1. Purpose. The following Bylaws provide for the administration and management of the Cities Association of Santa Clara County Joint Powers Agency (“Agency”). The Agency was established through its member Cities’ adoption and approval of a Joint Powers Agreement (“Agreement”), attached hereto. The member Cities include Campbell, Cupertino, Los Altos, Los Altos Hills, Los Gatos, Milpitas, Morgan Hill, Monte Sereno, Mountain View, Palo Alto, San José, Santa Clara, Saratoga, and Sunnyvale. Under Article 26 of the Agreement, the Board of Directors for the Agency shall adopt these Bylaws to establish the operating procedures and standards for the Agency. In the event of any conflict between these Bylaws and the Agreement, the Agreement shall prevail.

Section 2. Principal Place of Business. The principal place of business of this Agency 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 Agency; and if none has been so designated, such place of business shall be the City Hall of the City of which the Agency President is a member of the legislative body.

ARTICLE II**MEMBERSHIP**

Section 1. Membership. Each City in Santa Clara County which has approved and executed the Agreement establishing this Agency, and which has paid in full the dues required under Article VII of these Bylaws shall be a member of this Agency.

Section 2. Suspension. As provided in Article 18.1.4 of the Agreement, if a member City elects to relinquish its status as a member of the Agency, or if a member City fails to be represented at four (4) or more consecutive meetings of the Board of Directors, then the Board of Directors may suspend that member City. As further provided in Article 21, any member 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. Once suspended, the member City may not have any representation on the

Board of Directors and may not vote on matters coming before the Board of Directors. 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.

Section 3. Associate Members. As provided in Article 32 of the Agreement, a non-City local agency may become an Associate Member upon application to and approval by the Board of Directors and execution of an Associate Membership Agreement. Such Associate Members shall also pay a membership fee as determined by the Board of Directors that considers that considers the Associate Member's jurisdictional scope and the number of residents it serves, the role of the Associate Member in the Agency, and the benefits received by the Associate Member through membership in the Agency.

ARTICLE III

BOARD OF DIRECTORS

Section 1. Selection and Tenure. In accordance with Section 8.1 of the Agreement, the Board of Directors of this Agency 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 shall 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 Secretary/Treasurer of such appointment.

Section 4. Ex Officio Members. The Santa Clara County City Managers Association shall serve as advisors to the Agency and may 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 Agency 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 Agency for expenses incurred on Agency 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 Agency.

ARTICLE IV

OFFICERS

Section 1. Officers Designated. In accordance with Article 10 of the Agreement, the following officers shall be elected by the Board of Directors: President, First Vice President, Second Vice-President and Secretary/Treasurer. Officers shall be selected by the Board of Directors, from the 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.~~
- e.b. 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 and may request that the President establish a nominating committee, as set forth in Section 6 below. If a vacancy occurs in the position of President, the Board of Directors shall fill the position at the next regular meeting or at a special meeting called to fill the vacancy, as provided in Article 10 of the Agreement. A person 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. Consistent with Articles 16 and 17 of the Agreement, the Secretary/Treasurer shall be responsible for the review of all financial accounts and records and the disbursement of funds by the Agency so that they are in accordance with the Agreement, these Bylaws, and the directions of the Board of Directors. In accordance with Section 9.3 of the Agreement, the Secretary/Treasurer shall see that minutes of all Board and Committee meetings are recorded. The day-to-day operation and performance of the Secretary/Treasurer's duties may be delegated

to an Executive Director for the Agency, but in that instance, the Executive Director shall not become an Officer or Board member for the Agency.

Section 4. Executive Director. In accordance with Section 14.1.1 of the Agreement, the Board of Directors may contract with an independent consultant to serve as Executive Director until the Executive Director resigns or the Board of Directors terminates the services of the consultant pursuant to the terms of a written agreement for professional services. The Executive Director shall have such duties as may be determined by the Board of Directors, consistent with the professional services agreement.

Section 5. General Counsel. In accordance with Section 14.1.2 of the Agreement, the Board of Directors may contract with an independent consultant to serve as General Counsel until the General Counsel resigns or the Board of Directors terminates the services of the consultant pursuant to the terms of a written agreement for professional services. The General Counsel shall have such duties as may be determined by the Board of Directors, consistent with the professional services agreement.

Section 6. 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. The President shall appoint at least one (1) Executive Committee member and at least one (1) Board member who is not a member of the Executive Committee to the nominating committee. At the meeting immediately preceding the meeting for the election of officers, this nominating 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 Agency 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 electronic mail. 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 the Brown Act. The Secretary/Treasurer or designee shall be responsible for preparing and posting agendas of regular Board meetings at least 72 hours prior to the meeting and in compliance with the Brown Act.

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. Whenever a quorum is not present, the meeting shall be adjourned or postponed to a subsequent time and place as determined by the President.

Section 4. Voting. The affirmative vote of a majority of the members of the Board of Directors present at a meeting, rather than a majority of all of the Board of Directors' members, shall be sufficient for approval of a proposed action. Each member City 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 Rosenberg's Rules of Order.

ARTICLE VI

COMMITTEES

Section 1. Standing Committees.

- a. **Executive Committee.** The Executive Committee shall act to accomplish, administer and facilitate the goals and the purposes of the Agency at the direction of the Board of Directors. As provided in Article 11 of the Agreement, the Executive Committee shall consist of the officers of the Board of Directors ; including the Immediate Past President, if still a Council Member or Mayor of a member City. If the Immediate Past President is no longer a Council Member or Mayor of a member City, a Director at Large may be appointed to the Executive Committee to fill the vacancy. The Director at Large shall be a Council Member or Mayor of a member City 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 Committee in the absence of the Chair of the Legislative Action Committee.
- b. **Legislative Action Committee.** The membership of the Legislative Action Committee shall consist of one representative from each member City. The representative shall be a Council Member or the Mayor. Each City shall also appoint an alternate to serve on the Legislative Action Committee in the absence of the designated representative. The alternate shall be a Council Member or the Mayor. Each member City, represented by either the representative or the alternate, shall have one vote. The representative of a member City who serves on the Board of Directors (or alternate to the Board) may also serve as the member City's representative to the Legislative Action Committee (or alternate to the Committee). The purpose of the Legislative Action Committee is threefold. First, the Committee would enable the Agency to advocate on issues of interest to Santa Clara County cities in an organized, effective manner and assist in the development of state-wide legislative policy through local and state government and CalCities. With respect to this advocacy and policy development, the Committee will submit its recommendations to the Board of Directors. If the Board accepts a

recommendation, the Chair of the Committee will transmit the Agency's position to the appropriate official, committee, or policy-making body. Second, the Committee would provide basic legislative information to cities with little or no legislative staff, upon request. Third, the Chair of the Committee and the Board President may organize emergency responses to urgent legislative issues, consistent with prior decisions made by the Board of Directors.

- c. **City Selection Committee.** The City Selection Committee shall have the membership and purposes set forth in Government Code sections 50270-50279.4 and shall be governed by the requirements of such sections. In accordance with state law, the membership of the City Selection Committee shall consist of the Mayor of each City in the County, whether or not any such City is a member of the Agency. When the Mayor is unable to attend a meeting of the City Selection Committee, the Mayor shall designate another member of the city's legislative body to attend and vote at the meeting as the Mayor's representative. Eight (8) votes are required to appoint representatives to boards, commissions or agencies.

Section 2. 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. Subject to the Board of Directors' consent and approval, any elected official of any member City shall be eligible to serve upon any such committee.

Section 3. Quorum. A majority of the members of each committee shall constitute a quorum to do business at any such regular or special meeting. 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. In accordance with Article 8.3.5 of the Agreement, on or before April 30 of each calendar year, the Board of Directors shall approve a budget for the Agency for the fiscal year commencing with July 1 of the same calendar year. A copy of the budget when approved and a copy of the final budget when adopted shall be transmitted to each member City.

Section 2. Significant Programs. In accordance with Article 15 of the Agreement, any program or activity that requires \$10,000 or more (as adjusted by CPI) in annual expenditures shall require approval by a two-thirds vote of the members of the Board of Directors. Any components of the annual operating budget proposed pursuant to Article VII, Section 1 that qualify as a significant program shall be subject to this two-thirds vote approval requirement,

whether those significant programs are proposed as a part of the annual operating budget or as a subsequent, mid-year budget adjustment.

Section 3. Dues. Each Member City shall pay to this Agency annual membership fees in accordance with a dues schedule adopted by the Board of Directors as part of the annual operating budget on or before April 30 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 annual operating budget. The full amount shall be due and payable on or before July 1 of each year. Any City becoming a member of this Agency during a fiscal year shall pay the full dues for that year prior to exercising any rights of membership.

Section 4. Funds. All funds received by the Agency 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 persons designated by the Board of Directors as signers on the account including the Executive Director, the Secretary/Treasurer, and the President.

Section 5. Accounting. In accordance with Article 16 of the Agreement, every year, an audit of the Agency's finances shall be completed and copies thereof shall be filed with the Board of Directors and the County Auditor for Santa Clara County. Upon request, 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 made available to the Board of Directors. On a quarterly basis, bank and reconciliation statements shall be reviewed and approved by the Secretary/Treasurer. Quarterly reports of accounting and investments shall be prepared and made available to 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 a majority of the Board of Directors present and voting.

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 Agency at least thirty (30) days before action thereon is required by the membership. An affirmative vote of the majority of the Board of Directors present and voting shall be required for approval.

JOINT POWERS AGENCY AGREEMENT FOR CITIES ASSOCIATION OF SANTA CLARA COUNTY

This Joint Powers Agreement ("Agreement" or "JPA") for the Cities Association of Santa Clara County is entered into by and among the cities ("Members"), which are organized and existing under the Constitution and laws of the State of California in which public agencies are located in the County of Santa Clara, and upon approval and full execution of the Agreement, creates the Cities Association of Santa Clara County Joint Powers Agency ("Agency").

RECITALS

WHEREAS, Articles 1 and 2, Chapter 5, Division 7, Title 1 of the California Government Code (Section 6500 *et seq.*) permit two or more public agencies by agreement to jointly exercise powers common to the Members; and

WHEREAS, the public agency Members executing this JPA are cities or towns within the jurisdiction of the County of Santa Clara ("County"); and

WHEREAS, the Cities Association of Santa Clara County has existed as an unincorporated association since 1990 and desires to formalize the relationship between its City and Town members and form a Joint Powers Agency in order to carry out activities for the good of all its Members; and

WHEREAS, the Members executing this Agreement, desire to join together to create a separate Joint Powers Agency for the purpose of promoting cooperation among the Members; advocating for positive action; enhancing the quality of life for the residents of the County and their individual cities; and encouraging other joint and cooperative endeavors among the public agencies for their mutual benefit.

NOW, THEREFORE, the Parties agree to the following:

AGREEMENT

ARTICLE 1 - DEFINITIONS

- 1.1 "Associate Member" shall mean any non-city local agency, located within jurisdictional authority of the County of Santa Clara, and shall have duly executed and delivered to the Agency an Associate Membership Agreement in the form of and as further provided in the Bylaws of the Agency, as further provided in Article 32 herein.
- 1.2 "Agency" shall mean the Cities Association of Santa Clara County Joint Powers Agency created by this Agreement.
- 1.3 "Board of Directors" or "Board" shall mean the governing body of the Agency.
- 1.4 "Executive Committee" shall mean the Executive Committee of the Board of Directors of the Agency.

- 1.5 "Fiscal Year" shall mean that period of twelve (12) months which is established by the Board of Directors or the Bylaws as the fiscal year of the Agency, which shall run from July 1 to June 30 of each year.
- 1.6 "Government Code" shall mean the California Government Code, as amended.
- 1.7 "Joint Powers Law" shall mean Articles 1 and 2, Chapter 5, Division 7, Title 1 (commencing with Section 6500) of the Government Code, known as the Joint Exercise of Powers Act, as amended.
- 1.8 "Legislative Body" shall mean the legislative board of each Public Agency that is a Member of the Agency.
- 1.9 "Member" shall mean any city which has executed this Agreement and has become a member of the Agency. The complete list of Members is set forth in Exhibit "A" attached hereto and incorporated herein by this reference.
- 1.10 "Parties" shall mean Members or Associate Members who are party to this Agreement.
- 1.11 "Public Agency" shall mean public agency as defined in Government Code Section 6500, as amended.
- 1.12 Unless the context clearly requires otherwise, as used in this Agreement, words of the masculine, feminine or neutral gender shall be construed to include each other gender, when appropriate, and words of the singular number shall be construed to include the plural number, and vice versa, when appropriate. This Agreement and all the terms and provisions herein shall be construed to effectuate the purposes set forth and to sustain the validity of those purposes.

ARTICLE 2 - CREATION AND PURPOSES

- 2.1 This Agreement is entered into by the Members in order to:
 - 2.1.1 Review, study, develop consensus positions, and take action on issues of interest to Members;
 - 2.1.2 Focus on local and regional matters that are important to our future;
 - 2.1.3 Develop a common agenda for Santa Clara County cities;
 - 2.1.4 Serve as a unified voice for Santa Clara County cities in relationship to other agencies, organizations, and levels of government;
 - 2.1.5 Establish and administer the City Selection Committee pursuant to Government Code Section 50270 *et seq.*, as amended and make appointments to regional and local bodies as provided by law;
 - 2.1.6 Serve as a source of education, information, and networking for officials from all cities in Santa Clara County;

- 2.1.7 Provide a forum for non-city individuals, groups and organizations and the private sector to address items of interest to Santa Clara County cities;
- 2.1.8 Reduce duplication of effort by sharing information and provide a unified voice and strong advocacy on legislation and other important issues that affect its Members;
- 2.1.9 Strengthen the Members' and Agency's standing at the regional, State and Federal level;
- 2.1.10 Strive to respect local control, provide regional perspective, and make a difference to elevate the quality of life throughout the County;
- 2.1.11 Provide a forum for discussion and study of problems common to the Members and to assist in the development and implementation of solutions to such problems;
- 2.1.12 Provide a method for the Members to collaborate and jointly develop policies that benefit the region; and
- 2.1.13 Collaborate in such a way that is efficient, saves the jurisdictions the expense of individual effort, and creates positive outcomes.

ARTICLE 3 - PARTIES TO AGREEMENT

Each Member, as a Party to this Agreement, intends to and does contract with all other Members as Parties to this Agreement and, with other Public Agencies as may later be added as Parties to this Agreement pursuant to the Joint Powers Law. The withdrawal of any party from this Agreement, pursuant to Article 20, shall not affect this Agreement or the remaining Members' obligations.

ARTICLE 4 - FORMATION; TERM

This Agreement shall become effective when fully executed and returned to the Agency by at least eight (8) Members, but only as to those Members that have executed the Agreement. The Agency shall promptly notify all Members in writing of the effective date. After one full year after the initial formation of the Agency, should the membership fall below seven (7) Members due to the withdrawal of Members and the membership level remains at below seven (7) Members for a period of at least one (1) year and a similar joint powers authority, with the same or similar powers and functions is formed containing a majority of cities in the County of Santa Clara, the Agency shall change its name and permit the new organization to take on the name of the Agency. Notwithstanding the name change, this Agreement shall continue in effect until terminated as provided herein. The termination of this Agreement with respect to an individual Member upon its withdrawal from membership in the Agency shall not operate to terminate this Agreement with respect to the remaining Members.

ARTICLE 5 - CREATION OF THE AGENCY

Pursuant to the Joint Powers Law, there is hereby created a public entity, separate and apart from the Parties hereto, to be known as the "Cities Association of Santa Clara County Joint Powers

Agency" with powers as are set forth herein. Upon formation of the Agency as described in Article 4, the Cities Association of Santa Clara County, an unincorporated association shall follow the process of dissolution and cease to exist.

ARTICLE 6 - POWERS OF THE AGENCY

6.1 Subject to the terms of this agreement, the Agency shall have all of the powers of a public agency as defined in the Government Code Section 6500 as amended and all additional powers set forth in the Joint Powers Law and other statutes applicable to the Joint Powers Agency created hereby and is authorized to do all acts necessary for the exercise of these powers on behalf of its Members. Powers include, but are not limited to, the following, in the Agency's own name:

- 6.1.1 To make and enter into contracts;
- 6.1.2 To incur debts, liabilities, and obligations and to encumber personal property;
- 6.1.3 To acquire, hold, or dispose of personal property, contributions, and donations of personal property, funds, services, and other forms of assistance from persons, firms, corporations, and government entities;
- 6.1.4 To sue and be sued in its own name, and to settle any claim against it;
- 6.1.5 To receive and use contributions and advances from Members as provided in Government Code Section 6504, as amended including contributions or advances of personnel and equipment;
- 6.1.6 To invest any money in its treasury that is not required for its immediate necessities, pursuant to Government Code Section 6509.5, as amended;
- 6.1.7 To acquire, construct, manage, maintain, or operate title to personal property, or rights, or any interest therein;
- 6.1.8 To retain the services of agents, contractors, and consultants;
- 6.1.9 To receive, collect, and disburse monies;
- 6.1.10 To conduct studies, tests, evaluations, and similar activities;
- 6.1.11 To contract for services from Members, including in-kind services;
- 6.1.12 To conduct public outreach and education;
- 6.1.13 To participate in pilot and demonstration projects;
- 6.1.14 To charge for services, programs, and/or systems;
- 6.1.15 To work with elected officials and local, regional, state, and federal agencies, including other joint powers agencies and unincorporated associations to pursue funding, enter agreements and otherwise carry out the purposes of the Agency; and

- 6.1.16 Subject to this Agreement or the Bylaws of the Agency, and only as authorized by the Joint Powers Law, to exercise other reasonable and necessary powers in furtherance or support of any purpose of the Agency.

ARTICLE 7 - RESTRICTIONS ON POWERS

- 7.1 Pursuant to and to the extent required by Government Code Section 6509, as amended, the Agency shall be restricted in the exercise of its powers and shall exercise its powers in the same manner as the Town of Los Gatos is restricted in its exercise of similar powers; provided that, if the Town of Los Gatos shall cease to be a Member, then the Agency shall be restricted in the exercise of its power in the same manner as another Member agreed to by the majority of the Board of Directors. Unless expressly provided for, the Agency does not, by virtue of this Section or this Agreement, subject itself to the internal policies or ordinances of any Member.
- 7.2 The Agency shall not have the power of eminent domain.
- 7.3 The Agency shall not have the power of taxation. The Agency may not impose taxes but may receive the proceeds of taxes imposed by other entities or public funds from other entities.
- 7.4 The Agency shall not have the power to acquire, purchase, hold or dispose of real property.
- 7.5 The Agency shall not have the power to hire employees.
- 7.6 The Agency shall not have the power to issue debt.

ARTICLE 8 - BOARD OF DIRECTORS

- 8.1 The Agency shall be governed by the Board of Directors, which shall be composed of one Director representing each Member. Each Member's Legislative Body, according to its own procedures, shall appoint a Member of the Legislative Body as a Director to represent the Member on the Board of Directors. The Director shall serve at the pleasure of their respective Legislative Body. The Legislative Body of each Member shall also appoint one alternate Director ("Alternate") who shall participate in and vote at any meeting of the Board when the primary Director is absent. Any vacancy in a Director or Alternate position shall be filled by the appointing Member's Legislative Body, subject to the provisions of this Article. Immediately upon admission of a new Member, the new Member shall be entitled and required to appoint a Director and one alternate Director. Every Director or Alternate shall be a Council Member or Mayor of their individual Member city.
- 8.2 A Director and/or Alternate shall be removed from the Board of Directors upon the occurrence of any one of the following events: (1) the Agency receives written notice from the appointing Member of the removal and/or replacement of the Director or Alternate; (2) the withdrawal of the Member from this Agreement; (3) the death or resignation of the Director or Alternate; (4) the Agency receives written notice from the Member that the Director or Alternate is no longer qualified as provided in the first paragraph of this Article 8; or as set forth in Article 21.

- 8.3 The Board of Directors shall have the following powers and functions:
- 8.3.1 Except as otherwise provided in this Agreement, the Board shall exercise all powers and conduct all business of the Agency, either directly or by delegation to other bodies or persons;
 - 8.3.2 The Board shall elect an Executive Committee, as provided in Article 11;
 - 8.3.3 The Board shall be the policy setting body of the Agency;
 - 8.3.4 The Board shall appoint or retain the services of necessary agents, consultants, or independent contractors in accordance with Article 14;
 - 8.3.5 The Board shall cause to be prepared, and shall review, modify as necessary, and adopt the annual operating budget of the Agency. Adoption of the budget may not be delegated. The Board shall adopt their budget no later than the first April 30th following formation and then subsequently by April 30th of each successive year. The Board shall review, set, and adopt annual dues to be funded by Agency Members;
 - 8.3.6 The Board shall receive, review and act upon periodic reports and audits of the funds of the Agency, as required under Article 16 of this Agreement;
 - 8.3.7 The Board may adopt policies regarding personnel, conflicts of interest and other matters necessary or convenient for the efficient operation of the Agency;
 - 8.3.8 The Board shall adopt a set of priorities and work plan for each fiscal year; and
 - 8.3.9 Subject to the terms of this Agreement, the Board shall have such other powers and duties as are reasonably necessary to carry out the purposes of the Agency.

ARTICLE 9 - MEETINGS OF THE BOARD OF DIRECTORS

- 9.1 The Board of Directors shall hold at least one regular meeting each year. The Board of Directors shall fix by resolution, or in the Bylaws, the date, time, and location of each regular meeting. The Board or Executive Director, in consultation with the President of the Board as provided in Article 10 below, may call special meetings.
- 9.2 Each meeting of the Board of Directors, including without limitation, regular, adjourned regular and special meetings shall be called, noticed, held, and conducted in accordance with the Ralph M. Brown Act, Government Code Section 54950 *et seq.*, as amended.
- 9.3 The Agency shall require the Secretary/Treasurer or designee to take and maintain minutes of all regular, adjourned regular and special meetings. As soon as practicable after each meeting, the Secretary/Treasurer or designee shall forward to each Board Member, a copy of the minutes of the meeting.
- 9.4 A majority of the Members of the Board shall constitute a quorum for the transaction of business. Unless otherwise required by law, a vote of the majority of a quorum of the members

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. ~~All Of the Officers, the President, and at least two other Officers, Officers-Directors~~ must also be members of the Board of Directors or alternates to 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~~ any Officer ceases to be a Member or alternate of the Board, the resulting vacancy shall be filled ~~by the alternate from that City 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~~ the next highest level Officer shall 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~~whose chair shall be democratically elected by its membership 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:

- 14.1.1 Executive Director. The Board shall contract with a consultant or independent contractor to fulfill the following duties of an Executive Director: manage the affairs of the Agency, subject to the general supervision and policy direction of the Board and the Executive Committee; oversee the day-to-day activities of the Agency; select and manage the activities of all consultants and independent contractors to the Agency; be responsible for required filings by the Agency with the State of California; prepare or delegate the preparation of all meeting notices, minutes, and required documentation of the Agency; prepare and propose an annual budget; prepare reports and recommendations for consideration by the Executive Committee or Board; be responsible for billing and collection of annual dues; maintain the records of the Agency; assist Local Agencies in the preparation and filing of applications for participation in the financing programs of the Agency; expedite the processing of these applications; pay all invoices, taxes and amounts due; and perform other duties as are assigned by the Board and Executive Committee. The Executive Director may have the authority to sign agreements, applications, and other documents on behalf the Agency, if authorized by the Board or Executive Committee. The Executive Director shall have the Authority to enter into individual Agreements with a single vendor over the course of a fiscal year, on behalf of the Agency, up to the amount set by the Bylaws.
- 14.1.2 General Counsel. The Board shall contract with a consultant, independent contractor, or law firm to fulfill the duties of General Legal Counsel. The General Counsel shall take direction from the majority of the Board of Directors. The General Counsel shall be a member in good standing of the California State Bar. The General Counsel shall be responsible for the legal affairs of the Agency;
- 14.1.3 Auditor. The Auditor shall be a Certified Public Accountant licensed to practice in the State of California. The Auditor will conduct annual financial audits of the Agency;
- 14.1.4 Other services. The Executive Director may hire additional consultants and independent contractors, as appropriate, based upon a previously approved budget;
- 14.1.5 The Agency shall not contract with or become a member of the California Public Employees Retirement System ("PERS"), nor shall any agent, consultant or independent contractor of the Agency become a member of PERS or be entitled to a pension or retirement from PERS as a result of service to the Agency; and
- 14.1.6 The consultants and independent contractors fulfilling the duties of Executive Director, the Auditor, the General Counsel and any other consultants or independent contractors who provide services to the Agency shall be compensated in such manner as shall be approved by the Board and as permitted by applicable law.

ARTICLE 15 - SIGNIFICANT PROGRAMS

If the Board desires to create significant programs or activities which will utilize substantial resources of the Agency, it shall do so by a vote of the Board. If the Board deems it necessary, it may

appoint a working committee to study the significant program or activity and provide input to the Board. Substantial resources and significant program or activity shall be defined as any program or activity requiring \$10,000 or more in annual expenditures; this amount shall be increased by the annual cost of living CPI index. Any new significant program or activity shall require a work plan and a two-thirds vote of the Members in order to be initiated. When a new significant program is intentionally designed to be limited in scope, such that it only provides benefits to particular Members, the Agency may enter into a specific program or project Agreement that includes relevant terms regarding the particular affected Members, and any such Agreement shall be approved by the Board prior to or at the same time as formation of the significant program. These limited scope Agreements shall be subject to approval by the Board by a two-thirds vote of the Members.

ARTICLE 16 - ACCOUNTS AND RECORDS

- 16.1 The Agency shall adopt an operating budget pursuant to Section 8.3.5 of Article 8 of this Agreement.
- 16.2 The Secretary/Treasurer of the Agency or the Executive Director shall establish and maintain funds and accounts as may be required by good accounting practices and by the Board. Books and records of the Agency shall be open to and made available for inspection at all reasonable times upon request by authorized representatives of the Members.
- 16.3 The Agency shall adhere to the standard of strict accountability for funds and report all receipts and disbursements as set forth in the Joint Powers Law.
- 16.4 Auditor's Report. The Auditor, within one hundred and twenty (120) days after the close of each Fiscal Year, shall give a complete written report of all financial activities for the prior Fiscal Year to the Board.
- 16.5 The Agency shall either make or contract with a Certified Public Accountant to make an annual Fiscal Year audit of all accounts and records of the Agency, conforming in all respects with the requirements of the Joint Powers Law. A report of the audit shall be filed as a public record and be provided to each of the Members, and with the County Auditor of the County of Santa Clara. Costs of the audit shall be considered a general expense of the Agency. Any costs of the audit shall be borne by the Agency and shall be a charge against any unencumbered funds of the Agency available for this purpose.

ARTICLE 17 - RESPONSIBILITIES FOR FUNDS AND PROPERTY

- 17.1 The Secretary/Treasurer, or his or her designee, shall have the custody of and disburse the Agency's funds. Proceeds of similar obligations of the Agency may be deposited with a trustee, agent or other depository and shall not be considered the Agency's funds for purposes of this Article. The Secretary/Treasurer may delegate disbursements to persons as may be authorized by the Board or the Executive Committee to perform that function, subject to the requirements of Section 17.2 below.

- 17.2 The Secretary/Treasurer or designee shall perform all functions then required to be performed by the Treasurer under the Joint Powers Law. The Secretary/Treasurer shall review the financial statements and the annual audit of the Agency.
- 17.3 Pursuant to Government Code Section 6505.1, as amended, the Executive Director, the Secretary/Treasurer, and other persons as the Board may designate, shall have charge of, handle, and have access to the property of the Agency. The Agency shall secure and pay for a fidelity bond or bonds, in an amount or amounts and in a form specified by the Board of Directors, covering any officers or agents of the Agency who are authorized to hold or disburse funds of the Agency and any officers or agents who are authorized to have charge of, handle and have access to property of the Agency.

ARTICLE 18 - MEMBER RESPONSIBILITIES

- 18.1 Each Member shall have the following responsibilities:
- 18.1.1 To appoint its Director and Alternate to, or remove its Director and Alternate, from the Board, as set forth in Article 8;
- 18.1.2 To consider proposed amendments to this Agreement as set forth in Article 29;
- 18.1.3 To make contributions in the form of annual membership assessments and fees, if any, determined by the Board for the purpose of defraying the costs of providing the annual benefits accruing directly to each party from this Agreement; and
- 18.1.4 If a Member provides written notice to the Agency of its election to relinquish its status as a Member, or if a Member fails to be represented at four (4) or more consecutive regular meetings of the Board of Directors, then that Member may be deemed to be a suspended Member, with all the rights and duties of an Associate Member, upon action of the Board of Directors duly adopted. Prior to the suspension, the President shall contact the Mayor and request that another Council Member be appointed or that reinstatement for the current Member be requested. The suspension shall be approved by the Board of Directors. Promptly following that action by the Board of Directors, the Member may be reinstated by informing the Board of its intent to be reinstated within thirty (30) days and to attend all future meetings either via the Director or Alternate. Removal of a Member for failure of the Director to attend meetings shall not relieve the Member from its obligations under any outstanding agreements relating to the Agency's financial obligations, except in accordance with this Agreement.

ARTICLE 19 - NEW MEMBERS

With the approval of the Board, any city located within the County of Santa Clara may become a party as a Member to this Agreement. A city requesting membership shall apply by presenting to the Agency, a resolution of the Legislative Body of the City, evidencing its approval of this Agreement. The date that the applying city will become a Member will be determined by the Board. The Agency shall

accept new Members upon a majority affirmative vote of the entire Board and upon payment of any Board determined assessments and fees.

ARTICLE 20 - WITHDRAWAL

A Member may terminate its membership in the Agency at any time upon giving one hundred and eighty (180) days written notice of withdrawal to the Agency. The notice shall be given to the Board of Directors. The effective date shall be the conclusion of the first Board Meeting which occurs after the one hundred and eighty (180) day notice period has passed. Any Member who withdraws shall remain obligated to pay its share of all debts, liabilities, and obligations incurred or accrued through the end of the current fiscal year of the Agency. The withdrawal does not in any way impair any contracts, resolutions, indentures, or other obligations of the Agency then in effect. In the event of a disagreement between the Agency and the withdrawing Member as to whether the withdrawal shall cause the impairment of any contracts, resolutions, indentures, or other obligations of the Agency, the determination shall be made by a majority vote of the Board of Directors. Any Member that withdraws and later seeks reinstatement to the Agency shall provide funds to the Agency, proportionate to their responsibility for the current fiscal year, as if the Member had never left the Agency. A withdrawing Member shall, in all events, remain liable for its proportionate share of: (i) its full amount of its proportionate share of the adopted fiscal year budget; (ii) any call for funds or assessment levied by the Agency prior to the date it provides its notice of withdrawal; (iii) any contribution in existence at the time of the notice of withdrawal.

ARTICLE 21 - REMOVAL

If the Board of Directors determines that reasonable cause exists to remove a Director from the Board, it can remove the Director and request that the Member who appointed the Director appoint a new Director. The Board may, by two-thirds majority vote of the entire Board, remove a Member based on a Member's breach of any material term of this Agreement, and the failure to cure that breach within sixty (60) days written notice. A terminated Member shall remain liable for any obligation under this Agreement as described above. Failure to pay dues within 60 days following notice shall result in a Member becoming suspended with all the rights of an Associate Member. A suspended Member shall immediately have its voting rights restored upon full payment of dues.

ARTICLE 22 - OBLIGATIONS OF AGENCY

The debts, liabilities, and obligations of the Agency shall not be the debts, liabilities, and obligations of the Members. Any Member may separately contract for, or assume responsibility for, specific debts, liabilities, or obligations of the Agency. Nothing in this Agreement shall be interpreted to limit the applicability of the provisions of Government Code Section 895.6.

ARTICLE 23 - TERMINATION AND DISTRIBUTION OF ASSETS

This Agreement may be terminated at any time that no financial obligations of the Agency are outstanding, with the approval of two-thirds of the Members. Upon termination of this Agreement, all assets of the Agency shall, after payment of all unpaid costs, expenses and charges incurred under this Agreement, be distributed among the parties to this Agreement, in accordance with the respective contributions of each of the Parties.

ARTICLE 24 - LIABILITY OF BOARD OF DIRECTORS, OFFICERS, AND COMMITTEE MEMBERS

- 24.1 The Members of the Board of Directors, Officers, and Committee Members of the Agency shall use ordinary care and reasonable diligence in the exercise of their powers and in the performance of their duties pursuant to this Agreement. They shall not be individually liable for any mistake of judgment, or any other action made, taken, or omitted by them in good faith, nor for any act or omission by any agent, consultant or independent contractor selected with reasonable care, nor for loss incurred, resulting from any action made, taken, or omitted by them in good faith and with reasonable care through investment of Agency funds, or failure to invest.
- 24.2 No Director, Officer, or Committee Member shall be responsible for any act or omission of any other Director, Officer, or Committee Member. Unless otherwise required by law, no Director, Officer, or Committee Member shall be required to give a bond or other security to guarantee the faithful performance of his or her duties pursuant to this Agreement.
- 24.3 The funds of the Agency shall be used to defend, indemnify, and hold harmless the Agency for any Director, Officer, or Committee Member, for their actions taken within the scope of the Agency. Nothing herein shall limit the right of the Agency to purchase insurance to provide coverage for these types of losses.
- 24.4 These indemnification and defense obligations shall survive the termination of the Agreement as to any acts or omissions occurring before such termination.

ARTICLE 25 - INDEMNIFICATION

To the fullest extent allowed by law, the Agency shall defend, indemnify, and save harmless the Members and their governing bodies, officers, agents and employees from all claims, losses, damages, costs, injury, and liability of every kind, nature, and description directly or indirectly arising from the performance of any of the activities of the Agency or the activities undertaken pursuant to this Agreement.

ARTICLE 26 - BYLAWS

The Board shall adopt Bylaws consistent with this Agreement which shall provide for the administration and management of the Agency. The provisions of the Bylaws, as modified from time to time, shall establish the operating procedures and standards for the Agency.

ARTICLE 27 - NOTICES

The Agency shall address notices, billings, and other communications to a Member as directed by that Member. Each Member shall provide the Agency with the email and physical address to which communications are to be sent. Members shall address notices and other communications to the Agency, at the office address of the Agency, or the email address of the Agency as directed by the Member and as set forth in the Bylaws.

ARTICLE 28 - CODES

The Agency shall adopt and observe a Code of Conduct and Conflict of Interest Policy. The Agency shall comply with all requirements of the Fair Political Practices Commission as required by law or regulation.

ARTICLE 29 - AMENDMENT

This Agreement may be amended at any time by vote of the Members, acting through their Legislative Bodies. Any amendment of this Agreement shall become effective upon receipt by the Agency of notice of the approval of the amendment by two thirds of the Legislative Bodies of the Members.

ARTICLE 30 - SEVERABILITY

Should any portion, term, condition, or provision of this Agreement be decided by a court of competent jurisdiction to be illegal or in conflict with any law of the State of California, or be otherwise rendered unenforceable or ineffectual, the validity of the remaining portions, terms, conditions, and provisions shall not be affected.

ARTICLE 31 - PROHIBITION AGAINST ASSIGNMENT

No Member may assign any right, claim, or interest it may have under this Agreement, and no creditor, assignee or third-party beneficiary of any Member shall have any right, claim, or title to any part, share, interest, fund, or asset of the Agency. This Agreement shall be binding upon and shall inure to the benefit of successors of the Members. This Agreement is intended solely for the benefit of the

Agency and its Members. No third party shall be deemed a beneficiary of this Agreement or have any rights against the Agency or its Members.

ARTICLE 32 - ASSOCIATE MEMBERS

Any Public Agency located within the jurisdictional authority of the County of Santa Clara may, with the approval of the Board of Directors, become an Associate Member of the Agency by executing and delivering to the Agency an Associate Membership Agreement and providing an Associate Membership fee and as further provided in the Bylaws. An Associate Member shall not be entitled to representation on the Board of Directors, or to vote on any matter coming before the Board of Directors or the Agency, unless a separate written agreement is entered into between the Associate Member and the Agency.

ARTICLE 33 - LIBERAL CONSTRUCTION

The provisions of this Agreement shall be liberally construed as necessary or reasonably convenient to achieve the purposes of the Agency.

ARTICLE 34 - NON-WAIVER

No waiver of the breach of default of any of the covenants, agreements, restrictions, or conditions of this Agreement by any Member shall be construed to be a waiver of any succeeding breach of the same or other covenants, restrictions, or conditions of this Agreement. No delay or omission of exercising any right, power, or remedy in the event of a breach or default shall be construed as a waiver or a variation of any of the terms of this Agreement or any applicable agreement.

ARTICLE 35 - REMEDIES FOR BREACH

If any Member shall default on any obligation contained in this Agreement, the default shall not excuse any other Member from fulfilling its respective obligations under this Agreement. Any Member shall be entitled to pursue all legal and equitable remedies against another Member in response to any alleged default under this Agreement. Any and all of the remedies provided to the Members, hereunder or by law now or hereafter enacted, are cumulative and the exercise of one right or remedy shall not impair the Members to any other remedy.

ARTICLE 36 - ARTICLE HEADINGS

All article headings are for reference only and are not intended to define or limit the scope of any provision of this Agreement.

ARTICLE 37 - DISPUTE RESOLUTION

- 37.1 The Members agree that any dispute regarding the enforcement or interpretation of any term, covenant, or condition of this Agreement ("Dispute") may first, for a period of not less than thirty (30) days, be submitted to mediation before a mutually acceptable mediator prior to initiation of litigation, or any other binding arbitration or adjudicative dispute resolution process. The Members shall: (i) mediate in good faith; (ii) exchange all documents which each believes to be relevant and material to the issue(s) in the Dispute; (iii) exchange written position papers stating their position on the Dispute and outlining the subject matter and substance of the anticipated testimony of persons having personal knowledge of the facts underlying the Dispute; and (iv) engage and cooperate in such further discovery as the Members agree or mediator suggests may be necessary to facilitate effective mediation.
- 37.2 Each Member shall bear its own costs, attorney's fees, and expenses of the mediation. Venue of the mediation shall be a mutually agreeable city within Santa Clara County, California.

ARTICLE 38 - INSURANCE

If available, the Agency shall obtain insurance for all Members, appointed Members, and Committee Members, including, but not limited to, Directors and Officers liability insurance and general liability insurance containing policy limits in such amounts as the Board of Directors shall deem will be necessary to adequately insure against the risks of liability that may be incurred by the Agency. Insurance under this provision may include an insurance pool program.

ARTICLE 39 - FILING WITH SECRETARY OF STATE

The Executive Director of the Agency shall file a notice of this Agreement with the office of the California Secretary of State within thirty (30) days of its effective date, as required by Government Code Section 6503.5, as amended and within seventy (70) days of its effective date as required by Government Code Section 53051, as amended.

ARTICLE 40 - COUNTERPARTS

This Agreement may be executed in parts or counterparts, each part or counterpart being an exact duplicate of all other parts or counterparts, and all parts or counterparts shall be considered as constituting one complete original and may be attached together when executed by the Members hereto. Facsimile and electronic signatures shall be binding.

ARTICLE 41 - AGREEMENT COMPLETE

This Agreement constitutes the full and complete Agreement of the parties and supersedes any prior written Agreement between the Members on the same topic.

CITY OF CAMPBELL

IN WITNESS WHEREOF, the parties hereto have executed this Joint Powers Agreement establishing the Cities Association of Santa Clara County Joint Powers Agency

APPROVED AS TO FORM:

 _____
Brian Seligman, City Attorney

//zs/2'-(

Date

APPROVED:

 _____
Brian Loventhal, City Manager

VzS/zL/

Date

CITY OF CUPERTINO

IN WITNESS WHEREOF, the parties hereto have executed this Joint Powers Agreement establishing the Cities Association of Santa Clara County Joint Powers Agency

APPROVED AS TO FORM:

The signature of Christopher Jensen is written in black ink. It consists of two diamond-shaped symbols, each containing a question mark, followed by a stylized lowercase 'r'.

Christopher Jensen, City Attorney

Jan 17, 2024

Date

APPROVED:

The signature of Pamela Wu is written in blue ink. It is a cursive-style signature that reads "Pamela Wu".

Pamela Wu, City Manager

Jan 17, 2024

Date

CITY OF LOS ALTOS

IN WITNESS WHEREOF, the parties hereto have executed this Joint Powers Agreement establishing the Cities Association of Santa Clara County Joint Powers Agency

APPROVED AS TO FORM:

APPROVED:

 Joe Houston, City Attorney

Gabriela Manager

1-18-24
Date

1/18/24
Date

TOWN OF LOS ALTOS HILLS

IN WITNESS WHEREOF, the parties hereto have executed this Joint Powers Agreement establishing the Cities Association of Santa Clara County Joint Powers Agency

APPROVED AS TO FORM:



Steven Mattas, Town Attorney

1/23/2024

Date

APPROVED:



Peter Pirnejad, Town Manager

01/24/2024

Date

TOWN OF LOS GATOS

IN WITNESS WHEREOF, the parties hereto have executed this Joint Powers Agreement establishing the Cities Association of Santa Clara County Joint Powers Agency

APPROVED AS TO FORM:



Gabrielle W. Trivelpiece, Town Attorney

Date

APPROVED:



Katy Nomura, Assistant Town Manager
For Laurel Prevetti, Town Manager

Date

CITY OF MILPITAS

IN WITNESS WHEREOF, the parties hereto have executed this Joint Powers Agreement establishing the Cities Association of Santa Clara County Joint Powers Agency

APPROVED AS TO FORM:



Michael Mutalipassi, City Attorney

Jan-24-2024

Date

APPROVED:



Ned Thomas, City Manager

Jan-24-2024

Date

CITY OF MONTE SERENO

IN WITNESS WHEREOF, the parties hereto have executed this Joint Powers Agreement establishing the Cities Association of Santa Clara County Joint Powers Agency

APPROVED AS TO FORM:

15?_?

???, City Attorney

1 - 30 - Lt'

Date

APPROVED:

Steve Leonardis, City Manager

1/29/24

Date

CITY OF MORGAN HILL

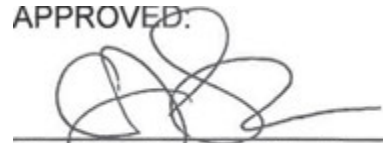
IN WITNESS WHEREOF, the parties hereto have executed this Joint Powers Agreement establishing the Cities Association of Santa Clara County Joint Powers Agency

APPROVED AS TO FORM:


Donald Larkin, City Attorney

1/19/2024
Date

APPROVED:


Christina Turner, City Manager

1/19/2024
Date

CITY OF MOUNTAIN VIEW

IN WITNESS WHEREOF, the parties hereto have executed this Joint Powers Agreement establishing the Cities Association of Santa Clara County Joint Powers Agency

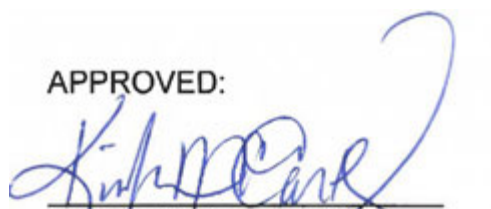
APPROVED AS TO FORM:


Jennifer Logue, City Attorney

11/17/25

Date

APPROVED:


Kimbra McCarthy, City Manager

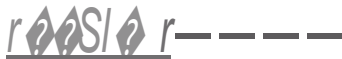
11/17/25

Date

CITY OF PALO ALTO

IN WITNESS WHEREOF, the parties hereto have executed this Joint Powers Agreement establishing the Cities Association of Santa Clara County Joint Powers Agency

APPROVED AS TO FORM:


Molly Stump, City Attorney

2/1/2024

Date

APPROVED:


Ed Shikada, City Manager

1/31/2024

Date

CITY OF SAN JOSE

IN WITNESS WHEREOF, the parties hereto have executed this Joint Powers Agreement establishing the Cities Association of Santa Clara County Joint Powers Agency

APPROVED AS TO FORM:

Kevin Fisher

Kevin Fisher, Assistant City Attorney

Feb 16, 2024

Date

APPROVED:



Toni J. Taber, City Clerk

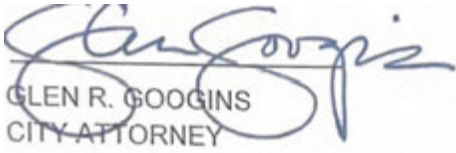
16 February 2024

Date

CITY OF SANTA CLARA

IN WITNESS WHEREOF, the parties hereto have executed this Joint Powers Agreement establishing the Cities Association of Santa Clara County Joint Powers Agency

APPROVED AS TO FORM:


GLEN R. GOOGINS
CITY ATTORNEY

1/30/24

Date

APPROVED:


Jovan Grogan, City Manager

1/30/24

Date

CITY OF SARATOGA

IN WITNESS WHEREOF, the parties hereto have executed this Joint Powers Agreement establishing the Cities Association of Santa Clara County Joint Powers Agency

APPROVED AS TO FORM:

DocuSigned by:

Richard Taylor

Richard Taylor, City Attorney

1/26/2024

Date

APPROVED:

DocuSigned by:

James Lindsay

James Lindsay, City Manager

1/26/2024

Date

CITY OF SUNNYVALE

IN WITNESS WHEREOF, the parties hereto have executed this Joint Powers Agreement establishing the Cities Association of Santa Clara County Joint Powers Agency

APPROVED AS TO FORM:


Rebe Moon, Interim
City Attorney

1/29/24

Date

APPROVED:


Larry Klein, Mayor

01276.0002 2046032.1

January 29, 2024
Date

BYLAWS

CITIES ASSOCIATION OF SANTA CLARA COUNTY JOINT POWERS AGENCY

ARTICLE I

PURPOSE AND PRINCIPAL PLACE OF BUSINESS

Section 1. Purpose. The following Bylaws provide for the administration and management of the Cities Association of Santa Clara County Joint Powers Agency (“Agency”). The Agency was established through its member Cities’ adoption and approval of a Joint Powers Agreement (“Agreement”), attached hereto. The member Cities include Campbell, Cupertino, Los Altos, Los Altos Hills, Los Gatos, Milpitas, Morgan Hill, Monte Sereno, Mountain View, Palo Alto, San José, Santa Clara, Saratoga, and Sunnyvale. Under Article 26 of the Agreement, the Board of Directors for the Agency shall adopt these Bylaws to establish the operating procedures and standards for the Agency. In the event of any conflict between these Bylaws and the Agreement, the Agreement shall prevail.

Section 2. Principal Place of Business. The principal place of business of this Agency 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 Agency; and if none has been so designated, such place of business shall be the City Hall of the City of which the Agency President is a member of the legislative body.

ARTICLE II

MEMBERSHIP

Section 1. Membership. Each City in Santa Clara County which has approved and executed the Agreement establishing this Agency, and which has paid in full the dues required under Article VII of these Bylaws shall be a member of this Agency.

Section 2. Suspension. As provided in Article 18.1.4 of the Agreement, if a member City elects to relinquish its status as a member of the Agency, or if a member City fails to be represented at four (4) or more consecutive meetings of the Board of Directors, then the Board of Directors may suspend that member City. As further provided in Article 21, any member 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. Once suspended, the member City may not have any representation on the

Board of Directors and may not vote on matters coming before the Board of Directors. 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.

Section 3. Associate Members. As provided in Article 32 of the Agreement, a non-City local agency may become an Associate Member upon application to and approval by the Board of Directors and execution of an Associate Membership Agreement. Such Associate Members shall also pay a membership fee as determined by the Board of Directors that considers that considers the Associate Member's jurisdictional scope and the number of residents it serves, the role of the Associate Member in the Agency, and the benefits received by the Associate Member through membership in the Agency.

ARTICLE III

BOARD OF DIRECTORS

Section 1. Selection and Tenure. In accordance with Section 8.1 of the Agreement, the Board of Directors of this Agency 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 shall 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 Secretary/Treasurer of such appointment.

Section 4. Ex Officio Members. The Santa Clara County City Managers Association shall serve as advisors to the Agency and may 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 Agency 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 Agency for expenses incurred on Agency 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 Agency.

ARTICLE IV

OFFICERS

Section 1. Officers Designated. In accordance with Article 10 of the Agreement, the following officers shall be elected by the Board of Directors: President, First Vice President, Second Vice-President and Secretary/Treasurer. Officers shall be selected by the Board of Directors, from the 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.~~

- ~~e.b.~~ 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 and may request that the President establish a nominating committee, as set forth in Section 6 below. If a vacancy occurs in the position of President, the Board of Directors shall fill the position at the next regular meeting or at a special meeting called to fill the vacancy, as provided in Article 10 of the Agreement. A person 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. Consistent with Articles 16 and 17 of the Agreement, the Secretary/Treasurer shall be responsible for the review of all financial accounts and records and the disbursement of funds by the Agency so that they are in accordance with the Agreement, these Bylaws, and the directions of the Board of Directors. In accordance with Section 9.3 of the Agreement, the Secretary/Treasurer shall see that minutes of all Board and Committee meetings are recorded. The day-to-day operation and performance of the Secretary/Treasurer's duties may be delegated

to an Executive Director for the Agency, but in that instance, the Executive Director shall not become an Officer or Board member for the Agency.

Section 4. Executive Director. In accordance with Section 14.1.1 of the Agreement, the Board of Directors may contract with an independent consultant to serve as Executive Director until the Executive Director resigns or the Board of Directors terminates the services of the consultant pursuant to the terms of a written agreement for professional services. The Executive Director shall have such duties as may be determined by the Board of Directors, consistent with the professional services agreement.

Section 5. General Counsel. In accordance with Section 14.1.2 of the Agreement, the Board of Directors may contract with an independent consultant to serve as General Counsel until the General Counsel resigns or the Board of Directors terminates the services of the consultant pursuant to the terms of a written agreement for professional services. The General Counsel shall have such duties as may be determined by the Board of Directors, consistent with the professional services agreement.

Section 6. 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. The President shall appoint at least one (1) Executive Committee member and at least one (1) Board member who is not a member of the Executive Committee to the nominating committee. At the meeting immediately preceding the meeting for the election of officers, this nominating 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 Agency 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 electronic mail. 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 the Brown Act. The Secretary/Treasurer or designee shall be responsible for preparing and posting agendas of regular Board meetings at least 72 hours prior to the meeting and in compliance with the Brown Act.

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. Whenever a quorum is not present, the meeting shall be adjourned or postponed to a subsequent time and place as determined by the President.

Section 4. Voting. The affirmative vote of a majority of the members of the Board of Directors present at a meeting, rather than a majority of all of the Board of Directors' members, shall be sufficient for approval of a proposed action. Each member City 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 Rosenberg's Rules of Order.

ARTICLE VI

COMMITTEES

Section 1. Standing Committees.

- a. **Executive Committee.** The Executive Committee shall act to accomplish, administer and facilitate the goals and the purposes of the Agency at the direction of the Board of Directors. As provided in Article 11 of the Agreement, the Executive Committee shall consist of the officers of the Board of Directors ; including the Immediate Past President, if still a Council Member or Mayor of a member City. If the Immediate Past President is no longer a Council Member or Mayor of a member City, a Director at Large may be appointed to the Executive Committee to fill the vacancy. The Director at Large shall be a Council Member or Mayor of a member City 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 Committee in the absence of the Chair of the Legislative Action Committee.
- b. **Legislative Action Committee.** The membership of the Legislative Action Committee shall consist of one representative from each member City. The representative shall be a Council Member or the Mayor. Each City shall also appoint an alternate to serve on the Legislative Action Committee in the absence of the designated representative. The alternate shall be a Council Member or the Mayor. Each member City, represented by either the representative or the alternate, shall have one vote. The representative of a member City who serves on the Board of Directors (or alternate to the Board) may also serve as the member City's representative to the Legislative Action Committee (or alternate to the Committee). The purpose of the Legislative Action Committee is threefold. First, the Committee would enable the Agency to advocate on issues of interest to Santa Clara County cities in an organized, effective manner and assist in the development of state-wide legislative policy through local and state government and CalCities. With respect to this advocacy and policy development, the Committee will submit its recommendations to the Board of Directors. If the Board accepts a

recommendation, the Chair of the Committee will transmit the Agency's position to the appropriate official, committee, or policy-making body. Second, the Committee would provide basic legislative information to cities with little or no legislative staff, upon request. Third, the Chair of the Committee and the Board President may organize emergency responses to urgent legislative issues, consistent with prior decisions made by the Board of Directors.

- c. **City Selection Committee.** The City Selection Committee shall have the membership and purposes set forth in Government Code sections 50270-50279.4 and shall be governed by the requirements of such sections. In accordance with state law, the membership of the City Selection Committee shall consist of the Mayor of each City in the County, whether or not any such City is a member of the Agency. When the Mayor is unable to attend a meeting of the City Selection Committee, the Mayor shall designate another member of the city's legislative body to attend and vote at the meeting as the Mayor's representative. Eight (8) votes are required to appoint representatives to boards, commissions or agencies.

Section 2. 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. Subject to the Board of Directors' consent and approval, any elected official of any member City shall be eligible to serve upon any such committee.

Section 3. Quorum. A majority of the members of each committee shall constitute a quorum to do business at any such regular or special meeting. 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. In accordance with Article 8.3.5 of the Agreement, on or before April 30 of each calendar year, the Board of Directors shall approve a budget for the Agency for the fiscal year commencing with July 1 of the same calendar year. A copy of the budget when approved and a copy of the final budget when adopted shall be transmitted to each member City.

Section 2. Significant Programs. In accordance with Article 15 of the Agreement, any program or activity that requires \$10,000 or more (as adjusted by CPI) in annual expenditures shall require approval by a two-thirds vote of the members of the Board of Directors. Any components of the annual operating budget proposed pursuant to Article VII, Section 1 that qualify as a significant program shall be subject to this two-thirds vote approval requirement,

whether those significant programs are proposed as a part of the annual operating budget or as a subsequent, mid-year budget adjustment.

Section 3. Dues. Each Member City shall pay to this Agency annual membership fees in accordance with a dues schedule adopted by the Board of Directors as part of the annual operating budget on or before April 30 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 annual operating budget. The full amount shall be due and payable on or before July 1 of each year. Any City becoming a member of this Agency during a fiscal year shall pay the full dues for that year prior to exercising any rights of membership.

Section 4. Funds. All funds received by the Agency 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 persons designated by the Board of Directors as signers on the account including the Executive Director, the Secretary/Treasurer, and the President.

Section 5. Accounting. In accordance with Article 16 of the Agreement, every year, an audit of the Agency's finances shall be completed and copies thereof shall be filed with the Board of Directors and the County Auditor for Santa Clara County. Upon request, 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 made available to the Board of Directors. On a quarterly basis, bank and reconciliation statements shall be reviewed and approved by the Secretary/Treasurer. Quarterly reports of accounting and investments shall be prepared and made available to 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 a majority of the Board of Directors present and voting.

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 Agency at least thirty (30) days before action thereon is required by the membership. An affirmative vote of the majority of the Board of Directors present and voting shall be required for approval.

RESOLUTION NO. 25-084

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CUPERTINO
APPOINTING VICE MAYOR KITTY MOORE TO THE BOARD OF
DIRECTORS OF THE CITIES ASSOCIATION OF SANTA CLARA COUNTY
FOR THE 2026 TERM AND IN SUPPORT OF HER ELECTION TO ITS
EXECUTIVE COMMITTEE**

WHEREAS, the City of Cupertino is a member of the Cities Association of Santa Clara County ("CASCC") and is therefore entitled to appoint one City Councilmember to serve as Director on the CASCC Board of Directors and one to serve as an alternate to the Board of Directors.

WHEREAS, Cupertino Councilmember, Kitty Moore, currently serving as Vice Mayor in 2025, is a Civil Engineer and a certified paralegal who has served the City of Cupertino as a City Councilmember and Planning Commissioner for over six years, and has represented the City as a Director on the CASCC Board of Directors and a member of the CASCC Legislative Action Committee since January 2025.

WHEREAS, Councilmember Kitty Moore has served on the Cupertino Audit Committee for three years and has solid experience in budgeting, reviewing expenditures, and thoughtfully evaluating financial policy. Kitty Moore has served for three years on the Cupertino Legislative Review Committee working with a Sacramento-based lobbying firm, is well informed of the state legislative process, and following the legislative process diligently.

WHEREAS, Councilmember Kitty Moore has been elected by regional members to serve as Vice Chair of the Santa Clara Valley Water Commission and as Chair of the Valley Transportation Authority Policy Advisory Committee for two consecutive years, demonstrating that her ability to lead is respected by her peers in other cities through service on these regional bodies (see Councilmember Moore's Application for Cities Association Executive Committee as Exhibit A).

NOW, THEREFORE, BE IT RESOLVED,

That the City Council of the City of Cupertino hereby appoints Councilmember Kitty Moore to represent the City of Cupertino as a member of the CASC Board of Directors for the 2026 term beginning in January 2026.

BE IT FURTHER RESOLVED,

That the City Council of the City of Cupertino hereby endorses Councilmember Kitty Moore to represent the City of Cupertino as a member of the CASC Executive Committee when that election next occurs.

BE IT FURTHER RESOLVED,

That the City Council of the City of Cupertino directs the Mayor, or the Mayor's designee, to transmit this Resolution to the Cities Association of Santa Clara County.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Cupertino this 7th day of October, 2025, by the following vote:

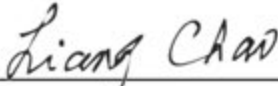
Members of the City Council

AYES: Chao, Moore, Wang

NOES: Fruen, Mohan

ABSENT: None

ABSTAIN: None

SIGNED:  _____ Liang Chao, Mayor City of Cupertino	10/21/2025 _____ Date
ATTEST:  _____ Kirsten Squarcia, City Clerk	10/21/2025 _____ Date

From: Catherine “Kitty” Moore
Vice Mayor, City of Cupertino

To: Nominating Committee and Board Members: Larry Klein, Mayor of Sunnyvale/Board President, Tina Walia, Saratoga Councilmember/First Vice President, and Carmen Montano, Mayor of Milpitas/Board Member

RE: Position(s) Sought: 1st VP, 2nd VP or Secretary/Treasurer

Greetings!

As Vice Mayor of Cupertino, I bring a unique blend of technical expertise, regional leadership experience, and deep community commitment to public service. I am in my second term on city council having been re-elected in 2024 with the highest number of votes, the largest vote margin to the next candidate in Cupertino history, and while running against 4 prior Cupertino Mayors.

As a child growing up in Vermont, my family was on foot stamps; I was financially independent at 18 and I attended university on a AFROTC scholarship working up to three jobs while in school. My husband, siblings, late father and uncles are all veterans of the US Armed Forces. I am mom to two adult sons who work together with my husband on a startup they are building.

I have a technical background working in Civil Engineering (designed street, grading, sewer, storm drains, and conducted hydrology studies, traffic studies, etc.) and am a certified paralegal with a lifelong dedication to learning—most recently completing both Basic and Advanced Environmental Studies Certificates to strengthen my effectiveness as a policymaker. Over the past seven years, I’ve served on the Cupertino City Council and previously as Chair of the Planning Commission, Chair of Cupertino’s Environmental Review Committee (4 years), Legislative Review Committee (served 3 years), Housing Element Strategic Advisory Committee, and Audit Committee (served 3 years). I’ve also represented Cupertino regionally as Vice Chair of the Santa Clara Valley Water Commission, 2-year Chair of the Valley Transportation Authority Policy Advisory Committee, and a Board Member of the Santa Clara County Library District JPA, where I was appointed to the Finance Subcommittee. I currently am appointed as primary to serve on the SCCCA LAC, BOD, and Selection Committee with Mayor Chao as the alternate. My work focuses on fiscally sound governance, transparent leadership, and collaborative solutions that serve all our communities.

My record reflects a strong commitment to environmental protection, public accountability, and smart financial stewardship. I uncovered over \$64 million in idle city funds in 2024—securing higher returns for taxpayers—and established a Fraud, Waste, and Abuse hotline that strengthened internal controls and helped restore public trust after a 14-year embezzlement. Environmentally, I spearheaded action on major cleanup efforts, including identifying more extensive hazardous waste contamination at the Valco site, which led to long-overdue regulatory oversight after years of delays. I’ve championed local environmental ordinances, expanded affordable housing—including homes for extremely low-income residents with developmental disabilities—and secured tens of millions in grants for parks, streets, and public facilities.

I have solid experience with budgets and review spending and financial policy thoughtfully having served 3 years on our Audit Committee and budget formatting subcommittee to increase public engagement and accessibility to the complexities of municipal budgeting. While the JPA budget is not as complex, having good policies in place and experience with oversight would be helpful for the organization. I have served 3 years on our Legislative Review Committee which is supported by a lobbyist. I understand the importance of having a legislative platform, and to fairly listen to committee members, along with the legal requirements conducting meetings and have advocated successfully for these to be met at the LAC where they were not. The LAC needs to have some consensus on a basic platform, fairness in proposing bills, and a reasonable limit to their number.

The JPA overall, will always need thoughtful stewards to promote a democratic body which supports and advocates for the needs of the member cities to fulfill the JPA Agreement Purposes particularly such as being a forum for the wider community and creating more opportunities to discuss approaches to each city's strategies on regional issues. This year's members, for instance, could have Article 2 – Creation and Purposes presented as an online survey, perhaps with additions from the President, to grade ourselves on our performance with comment space available for each item and the results could inform the JPA for next year's work plan direction.

I would be humbled and honored to be able to bring this depth of experience, integrity, and results-driven leadership to the Santa Clara County Cities Association and look forward to supporting our cities to have solid, collective input from all members, as 1st Vice President, 2nd Vice President or Secretary/Treasurer.

Thank you all for your service to the Cities Association, your individual cities, and to all our constituents. The countless hours providing for and advocating for our region are genuinely appreciated!

Best regards,

Kitty Moore

Joint Powers Agency Agreement for Cities Association of Santa Clara County

ARTICLE 2 - CREATION AND PURPOSES

- 2.1 This Agreement is entered into by the Members in order to:
 - 2.1.1 Review, study, develop consensus positions, and take action on issues of interest to Members;
 - 2.1.2 Focus on local and regional matters that are important to our future;
 - 2.1.3 Develop a common agenda for Santa Clara County cities;

- 2.1.4 Serve as a unified voice for Santa Clara County cities in relationship to other agencies, organizations, and levels of government;
- 2.1.5 Establish and administer the City Selection Committee pursuant to Government Code Section 50270 et seq., as amended and make appointments to regional and local bodies as provided by law;
- 2.1.6 Serve as a source of education, information, and networking for officials from all cities in Santa Clara County;
- 2.1.7 Provide a forum for non-city individuals, groups and organizations and the private sector to address items of interest to Santa Clara County cities;
- 2.1.8 Reduce duplication of effort by sharing information and provide a unified voice and strong advocacy on legislation and other important issues that affect its Members;
- 2.1.9 Strengthen the Members' and Agency's standing at the regional, State and Federal level;
- 2.1.10 Strive to respect local control, provide regional perspective, and make a difference to elevate the quality of life throughout the County;
- 2.1.11 Provide a forum for discussion and study of problems common to the Members and to assist in the development and implementation of solutions to such problems;
- 2.1.12 Provide a method for the Members to collaborate and jointly develop policies that benefit the region; and
- 2.1.13 Collaborate in such a way that is efficient, saves the jurisdictions the expense of individual effort, and creates positive outcomes.



Agenda Item 6: Planning Collaborative Update

Documents included:

1. Agenda Report
2. Memo from Community Planning Collaborative re:
Jurisdiction Contributions
3. Cover Memo re: Memorandum of Understanding With
Member Agencies
4. Draft Memorandum of Understanding
5. Professional Services Agreement for Community Planning
Collaborative
6. Planning Collaborative Highlights



Agenda Item No: 6

Meeting Date: November 13, 2025

Agenda Report Regarding Community Planning Collaborative

To: BOARD OF DIRECTORS

**Prepared by: Jannie L. Quinn, General Co-Counsel and
Andrew Shen, General Co-Counsel**

**SUBJECT: Consider Approval of Agreements to Continue the Collaborative Planning Efforts of the
Member Agencies and the County**

RECOMMENDATION:

1. Approve and authorize the President to execute a Memorandum of Understanding with the Member agencies to serve as the fiscal agent and administer an agreement for professional services with consultant Community Planning Collaborative.
2. Approve and authorize the President to execute an Agreement for Professional Services with the Community Planning Collaborative to serve as a consultant to the member agencies and the County in the amount of the funds provided by the member agencies and the County.

BACKGROUND:

All fifteen member cities participate in a coordinated planning effort along with the County of Santa Clara to address the region's housing challenges. The Community Planning Collaborative supports this effort by providing planning services to the cities and the County. Initially the agencies funded this effort. However, REAP grant funding has supported these efforts since 2020. The Cities Association is the recipient of the REAP grant and retained the Community Planning Collaborative to provide technical or planning services to assist the cities and the county and administered the agreement for professional services with Community Planning Collaborative. This coordinated effort saves money, time and resources by allowing the cities and the county to share information and capacity; maintain and facilitate relationships with non-profits, affordable housing advocates, and key governmental organizations.

The Community Planning Collaborative possesses expertise in a number of land use areas, including but not limited to Regional Housing Needs Assessment, Accessory Dwelling Units, anti-displacement policies and practices, missing middle housing, and more.

At the May 8, 2025 meeting, the Board heard an update from the Community Planning Collaborative. Continued grant funding for this collaborative planning effort appears unlikely. The participating jurisdictions wish to continue to participate in the Santa Clara County Planning Collaborative in a cost effective manner with the understanding that each city and the county will be responsible for funding their participation in this continued effort and has requested that the Association continue in its role of administering the contract for the planning services of the Community Planning Collaborative.

With the Board's approval, the Cities Association will continue to contract with the Community Planning Collaborative on behalf of its member agencies and the County for these professional services and administer the agreement.

To accomplish this task, two agreements are proposed. First, a Memorandum of Understanding ("MOU") to clarify the roles and responsibilities of both the Cities Association and the member agencies and the County. Participation in this collaborative planning effort is entirely voluntary. A copy of the proposed MOU was provided to the City Managers for their review on October 7, 2025. To date, no comments have been received. Copies of the proposed MOU and accompanying memo to the City Managers along with the professional services agreement are attached to this agenda report.

Upon approval of the MOU, the Cities Association will contract with the Community Planning Collaborative for professional services on behalf of the member agencies and the County. The term of the agreement is for two years. The amount of the professional services agreement will be determined by the level of service and fees paid by each of the participants. The final amount also includes reimbursement for the services of the Executive Director to administer the agreement. Based on prior years, the administration of this agreement takes approximately one percent of her time.

RECOMMENDATION:

1. Approve and authorize the President to execute a Memorandum of Understanding with the Member agencies to serve as the fiscal agent and administer an agreement for professional services with consultant Community Planning Collaborative.
2. Approve and authorize the President to execute an Agreement for Professional Services with the Community Planning Collaborative to serve as a consultant to the member agencies and the County in the amount of the funds provided by the member agencies and the County

ALTERNATIVES:

Provide alternative direction regarding this matter.

Attachments:

1. Memo from Community Planning Collaborative re: Jurisdiction Contributions
2. Cover Memo re: Memorandum of Understanding With Member Agencies
3. Draft Memorandum of Understanding
4. Professional Services Agreement for Community Planning Collaborative
5. Planning Collaborative Highlights



Santa Clara County Planning Collaborative

The Santa Clara County Planning Collaborative (SCCPC) supports housing and planning staff across all 16 jurisdictions in Santa Clara County (15 cities plus the county). It facilitates cross-jurisdiction learning, collaboration and resource-sharing to save time and money, helping staff respond to local housing needs more efficiently and effectively. Launched in 2019, the Collaborative was initially funded by jurisdiction contributions. For 2022 through 2025 SCCPC received grants through MTC-ABAG, funded by the statewide Regional Early Action Planning (REAP) program. The support amounted to over \$17k/jurisdiction per year.

Jurisdiction Contributions: Funding for 2026 and Beyond

Continuation of SCCPC activities will need to be funded by local contributions, and/or supplemented by a county-wide source. Maintaining the current level of work and support across the 16 jurisdictions requires a **two-year budget of \$530,000** (see breakdown in the table below). We recognize that many jurisdictions face budget shortfalls, and we believe the Collaborative provides significant cost savings on required policy and program implementation. **There is power (and savings!) in working together.**

The SCCPC budget is structured in tiers, adjusted proportionally to jurisdiction population.

Tier 1 - Core Budget: Required for effective support. Includes baseline programming and resource development, regular collaborative meetings, newsletters, website maintenance, new laws training, in-person workshops, housing developer roundtable, connection to policy experts, facilitated conversations with HCD staff, support for funding opportunities, and on-call staff support.

Tier 2 - Additional Technical Assistance Programs: Optional but strongly encouraged. Technical assistance to support housing element implementation is planned in partnership with contributing members to ensure it is responsive to high priority needs.

Special Projects: Opt-in ad-hoc initiatives. Scoping may be included in Core/Additional TA with project costs split across participating jurisdictions (**e.g. Grand Nexus & Feasibility Study**).

2026 - 2027 Contribution Amounts - 1 or 2-Year Cycle ([Contributions Tracker Link](#))

Jurisdiction Funding Levels <i>*Amounts per Jurisdiction</i>	Tier 1 Core (Annual)	Tier 1 Core (2-years)	Tier 2 Additional TA (Annual)	All-In Tier 1 & 2 (Annual)	All-In Tier 1 & 2 (2-years)
Los Altos Hills, Monte Sereno	\$7,000	\$14,000	\$5,000	\$12,000	\$24,000
Campbell, Gilroy, Los Altos, Los Gatos, Morgan Hill, Saratoga	\$8,500	\$17,000	\$7,000	\$15,500	\$31,000
Cupertino, Milpitas, Mountain View, Palo Alto, San José, Santa Clara County, Santa Clara City, Sunnyvale	\$10,000	\$20,000	\$8,500	\$18,500	\$37,000
Total Collaborative Budget	\$145,000	\$290,000	\$120,000	\$265,000	\$530,000

Examples of Past Work

The SCCPC budget is structured in tiers, adjusted proportionally to jurisdiction population.

Tier 1 - Core Activities

- Training, tools, and on-call support for **state law implementation** including info sessions, support from regional experts and legal teams, and templates.
- Support accessing **regional and state funding**, from jurisdiction-specific grants to regionwide shared RFP applications.
- Regular **monthly meetings for local staff** to share resources, access support, receive training, and work together on common projects.
- **In-meeting trainings** on topics such as public engagement conflict resolution, compliance with state ADU law, HCD APR requirements, and objective design standards.
- **On-call assistance responding to local staff needs as they arise**, such as [conversations with housing developers](#), cross-jurisdictional working groups, or shared financial studies.

Tier 2 - Technical Assistance: Housing Element Development and Implementation

- Comprehensive **6th Cycle Housing Element** support including county-wide public engagement tools and outreach events, an [equity advisory group](#), [AFFH analysis](#) and legal support, [housing constraints analysis](#), and on-call access to experts in land use policy, housing finance, and development.
- **Housing Element implementation** for shared policies and programs based on jurisdiction needs, including missing middle housing, inclusionary zoning, [affordable housing finance](#), anti-displacement work (see below) and much more.
- **ADU Tools and Resources:** Santa Clara County ADU [Website](#), [Guidebook](#), [Plans Gallery](#), [Calculator](#).
- **Anti-Displacement, Landlord and Tenant Support:** [Staff trainings](#) and [policy guides](#), tools for [community outreach](#), data mapping, and public engagement activities.

Local Return on Investment - Tier 2 Technical Assistance

This table provides an averaged estimate of local savings from a sample of recent Tier 2 projects.

SCCPC Projects	Approximate Cost: Solo Jurisdiction	Approximate Total Cost: 16 Solo Jurisdictions	SCCPC Total Project Cost	SCCPC Member Cost	Jurisdiction Savings
ADU Website, Guidebook, Plans Gallery, Calculator	\$40,000	\$640,000	\$90,000	\$5,625	\$34,375
Affordable Housing Finance Training + Support	\$8,000	\$128,000	\$10,000	\$625	\$7,375
Anti-Displacement Outreach + Policy Support	\$25,000 - \$70,000	\$400,00 - \$1,120,000	\$100,000	\$6,250	\$18,750 - \$63,750
Grand Nexus & Feasibility Study <i>7 cities, varied scopes</i>	\$75,000 - \$140,000	\$525,000 - \$980,000	\$350,000	\$40,000 - \$90,000	\$35,000 - \$50,000

Memorandum

PRIVILEGED AND CONFIDENTIAL ATTORNEY-CLIENT COMMUNICATION

To: Tim Kirby
City Manager
City of Sunnyvale

From: Jannie Quinn 

Date: September 19, 2025

Re: Santa Clara County Collaborative Effort

In Santa Clara County, all fifteen cities have participated in a coordinated planning effort along with the County of Santa Clara to address the region's housing challenges. Initially the agencies funded this effort. However, REAP grant funding has supported these efforts since 2020. The CASCC JPA has been the recipient of the grant, retained the Community Planning Collaborative to provide technical services to assist the cities and the county and disbursed these grant funds. This coordinated effort saves money, time and resources by allowing the cities and the county to share information and capacity; maintain and facilitate relationships with non-profits, affordable housing advocates, and key governmental organizations. It appears unlikely the grant funding will continue.

The Community Planning Collaborative has provided technical assistance to the Santa Clara County Planning Collaborative and possesses expertise in a number of land use areas, including but not limited to Regional Housing Needs Assessment, Accessory Dwelling Units, anti-displacement policies and practices, missing middle housing, and more.

On a voluntary basis, most of the participating jurisdictions wish to continue to participate in the Santa Clara County Planning Collaborative with the understanding that each city and the county will be responsible for funding their participation in this continued effort.

The CASCC JPA has agreed to contract with the Community Planning Collaborative on behalf of its member agencies for these professional services and oversee the agreement.

While CASCC JPA will enter into an agreement directly with the Community Planning Collaborative for professional services, it is proposed that the member agencies enter into a MOU to clarify the roles and responsibilities of both the CASCC JPA and the member agencies to avoid any misunderstandings. Participation is entirely voluntary. I have attached a copy of the draft MOU that would be presented to all of the cities to this memorandum with the aim that you might distribute it to the City Managers.

Please do not hesitate to contact me if you have any questions or concerns.

CITIES ASSOCIATION OF SANTA CLARA COUNTY
JOINT POWERS AGENCY COUNTYWIDE
COLLABORATIVE PLANNING
MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is entered into by and among the following parties:

The Cities Association of Santa Clara County Joint Powers Agency, a joint powers authority (“the Association”):

The member agencies of the Association include the following jurisdictions:

The City of Campbell, a California municipal corporation (“Campbell”); The City of Cupertino, a California municipal corporation (“Cupertino”); The City of Gilroy, a California municipal corporation (“Gilroy”); The City of Los Altos, a California municipal corporation (“Los Altos”); The Town of Los Altos Hills, a California municipal corporation (“Los Altos Hills”); The Town of Los Gatos, a California municipal corporation (“Los Gatos”); The City of Milpitas, a California municipal corporation (“Milpitas”); The City of Monte Sereno, a California municipal corporation (“Monte Sereno”); The City of Morgan Hill, a California municipal corporation (“Morgan Hill”); The City of Mountain View, a California municipal corporation (“Mountain View”), The City of Palo Alto, a California municipal corporation (“Palo Alto”); The City of San José, a California municipal corporation (“San José”); The City of Santa Clara, a California municipal corporation (“Santa Clara”); The City of Saratoga, a California municipal corporation (“Saratoga”); and The City of Sunnyvale, a chartered municipal corporation (“Sunnyvale”);

and the County of Santa Clara, a political subdivision of the State of California (“County”).

The member agencies of the Association, the Association and the County are collectively referred to herein as “the Parties.”

RECITALS

- A. The parties have been involved in a shared effort to help address the region's housing challenges since 2020 known as the Santa Clara County Planning Collaborative. By working together collaboratively, the 16 jurisdictions of Santa Clara County have: 1) saved money, time and resources by sharing information and capacity; 2) maintained & facilitated relationships with non-profits, affordable housing advocates, and key governmental organizations; and, 3) engaged with and received land use consulting services from the Community Planning Collaborative.
- B. This Santa Clara County Planning Collaborative is currently being funded by grant funds through December 31, 2025. The Association has been the recipient of the grant funds on

behalf of the parties and has served as the fiscal agent for the grants by contracting and coordinating with Community Planning Collaborative to provide land use consulting services in the form of technical assistance as set forth in the grant on behalf of its members and the County. It is the desire of the member agencies and the County of Santa Clara to continue the efforts of the Santa Clara County Planning Collaborative by working together to address the region's housing issues and challenges.

- C. The purpose of this MOU is to outline and memorialize continued participation in the Santa Clara County Planning Collaborative. On behalf of the member agencies and the County, the Association will contract with Community Planning Collaborative to continue to provide these consulting services. Each member agency and the County will be responsible for funding their share of the services. The Association's role is to serve as the coordinator and fiscal agent for the consulting services and to provide support for the collaborative effort.

AGREEMENT

NOW, THEREFORE, the Parties, for and in consideration of the mutual promises and agreements herein contained, agree as follows:

1. PURPOSES

The purposes of this MOU are to:

- A. Formalize participation in the countywide collaborative planning effort; and
- B. Define additional roles and responsibilities of the Parties upon execution of this MOU.

2. EFFECTIVE DATE

The effective date of this MOU is the date upon which all Parties have executed this MOU ("Effective Date").

3. TERM

This MOU shall govern the relationship between the Parties regarding the Santa Clara County Planning Collaborative effort and shall expire on December 31, 2027, unless extended by mutual agreement of the Parties. Notwithstanding the foregoing, a Party may withdraw from this MOU in accordance with Section 7 herein.

4. THE ASSOCIATION

The Association shall:

- A. Enter into an agreement with Community Planning Collaborative to provide the scope of technical assistance services set forth below on behalf of the member agencies of the Association and the County.
- B. Collect fees for services to be rendered to each jurisdiction and remit payment to the Community Planning Collaborative.
- C. Regularly advise the Association of all significant activities relating to the Santa Clara County Planning Collaborative and its lead technical assistance consultant, Community Planning Collaborative.
- D. Administer the planning consultancy contract(s) and any amendments thereto.

- E. Notify the member agencies and the County upon initiation of any amendment to the contract(s).

5. CONSULTANTS AND SCOPE OF SERVICES

The Community Planning Collaborative, through the Association, may hire, manage, and terminate one or more staff and sub-consultants to perform any or all of the following tasks:

- A. Assist the Parties in performing their duties relating to implementation of state law, including but not limited to RHNA allocation, housing element certification, housing element implementation, and compliance with new state housing laws.
- B. Hold monthly meetings with staff from the jurisdictions regarding land use, housing and related topics.
- C. Provide in-meeting trainings to support local jurisdiction staff in state law implementation, skill development, knowledge sharing, and relevant topics of shared interest as identified by the group.
- D. Provide on-call assistance to address jurisdiction-specific issues related to housing element implementation and compliance with state law.
- E. Respond to other requests related to the purposes of the countywide planning collaborative effort and assigned to the consultant(s) by the collaborative's executive steering committee and/or the executive director of the Association.

6. FUNDING

- A. Participation in the Santa Clara County Planning Collaborative effort is voluntary. In order to participate, each member agency of the Association and the County of Santa Clara agrees to pay for the consultant based on the size of the jurisdiction relative to the whole of the parties and mirrors the funding structure of the Association, rather than the benefit provided to each jurisdiction. Each jurisdiction may opt to participate at the "core only" level (Tier 1) or to participate at the core level plus receive additional assistance (Tier 2) as further described on Exhibit 1 to this MOU. Each jurisdiction may also opt to pay for one year at a time or opt in to pay for two years of membership. The corresponding fees are set forth below:

2026 - 2027 Contribution Amounts - 1 or 2-Year Cycle

Jurisdiction Funding Levels <i>*Amounts per Jurisdiction</i>	Tier 1 Core Only (Annual)	Tier 1 Core Only (2-years)	Tier 2 Additional TA (Annual)	All-In Tier 1 & 2 (Annual)	All-In Tier 1 & 2 (2-years)
Los Altos Hills, Monte Sereno	\$7,000	\$14,000	\$5,000	\$12,000	\$24,000
Campbell, Gilroy, Los Altos, Los Gatos, Morgan Hill, Saratoga	\$8,500	\$17,000	\$7,000	\$15,500	\$31,000
Cupertino, Milpitas, Mountain View, Palo Alto, San José, Santa Clara County, Santa Clara City, Sunnyvale	\$10,000	\$20,000	\$8,500	\$18,500	\$37,000

- B. Each jurisdiction wishing to participate in the countywide planning collaborative effort shall

inform the Association and the Community Planning Collaborative of the service level or tier it has selected and pay the Association for those services by December 19, 2025 for services to be provided from January 1, 2026 to December 31, 2026 and November 1, 2026 for services to be provided from January 1, 2027 to December 31, 2027. Two-year fee payments made by November 1, 2025 will cover services through December 31, 2027.

7. LIMITATIONS

- A. The MOU shall not bind any jurisdiction to accept or implement in whole or part any recommendations of the Santa Clara County Planning Collaborative and/or its consultant(s).
- B. The MOU shall not prohibit any jurisdiction from withdrawing from the countywide collaborative planning effort at any time, in accordance with Section 9 herein. The rights and obligations for each jurisdiction shall terminate thirty (30) days calendars days following notice of withdrawal. There will be no reimbursement of funding to any jurisdiction who withdraws from the countywide collaborative planning effort for the remainder of the year of the withdrawal.

8. AMENDMENT OF MOU

This MOU may be amended only by written agreement executed by the Parties.

9. NOTICES

Notices to the Parties shall be considered received within five (5) calendar days of placement in the U.S. Mail or by any other reasonably reliable means of delivery if delivered as shown on the signature pages.

10. SECTION HEADINGS

All section headings contained herein are for reference only and are not intended to define or limit the scope of any provision of this MOU.

11. MOU EXECUTION

Unless otherwise prohibited by law or County policy, the Parties agree that an electronic copy of a signed MOU, or an electronically signed MOU, has the same force and legal effect as a MOU executed with an original ink signature. The term "electronic copy of a signed contract" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed MOU in a portable document format. The term "electronically signed contract" means a MOU that is executed by applying an electronic signature using technology approved by the County.

12. SIGNATURES

This MOU may be executed by counterparts. By affixing his/her signature below, each of the persons signing this MOU warrants and represents that he/she has read and understands the MOU, that he/she is authorized to sign this MOU, and that the Party on behalf of whom he/she signs agrees to its terms.

Date: _____	_____
	<u>County of Santa Clara</u>
	Title
	70 W. Hedding Street, 11 th Floor, E. Wing
	San José, CA 95110
Date: _____	_____
	<u>Cities Association of Santa Clara County</u>
	Vishali Sirkay, Executive Director
	PO Box 3144
	Los Altos, CA 94124
Date: _____	_____
	c/o
	County Counsel
	County of Santa Clara
	70 W. Hedding Street, 9 th Floor, E. Wing
	San José, CA 95110
Date: _____	_____
	Legal Counsel
	Cities Association of Santa Clara County
	PO Box 3144
	Los Altos, CA 94124
Date: _____	Date: _____
	Approved as to From: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____
The City of Campbell	The City of Campbell
Address: _____	Address: _____
Date: _____	Date: _____
Print Name: _____	Print Name: _____

Title: _____

The City of Cupertino

Address: _____

Date: _____

Print Name: _____

Title: _____

The City of Gilroy

Address: _____

Date: _____

Print Name: _____

Title: _____

The City of Los Altos

Address: _____

Date: _____

Print Name: _____

Title: _____

The Town of Los Altos Hills

Address: _____

Date: _____

Print Name: _____

Title: _____

The Town of Los Gatos

Address: _____

Approved as to From: _____

The City of Cupertino

Address: _____

Date: _____

Approved as to From: _____

Print Name: _____

Title: _____

The City of Gilroy

Address: _____

Date: _____

Approved as to From: _____

Print Name: _____

Title: _____

The City of Los Altos

Address: _____

Date: _____

Approved as to From: _____

Print Name: _____

Title: _____

The Town of Los Altos Hills

Address: _____

Date: _____

Approved as to From: _____

Print Name: _____

Title: _____

The Town of Los Gatos

Address: _____

Date: _____

Print Name: _____

Title: _____

The City of Milpitas

Address: _____

Date: _____

Print Name: _____

Title: _____

The City of Monte Sereno

Address: _____

Date: _____

Print Name: _____

Title: _____

The City of Morgan Hill

Address: _____

Date: _____

Print Name: _____

Title: _____

The City of Mountain View

Address: _____

Date: _____

Date: _____

Approved as to From: _____

Print Name: _____

Title: _____

The City of Milpitas

Address: _____

Date: _____

Approved as to From: _____

Print Name: _____

Title: _____

The City of Monte Sereno

Address: _____

Date: _____

Approved as to From: _____

Print Name: _____

Title: _____

The City of Morgan Hill

Address: _____

Date: _____

Approved as to From: _____

Print Name: _____

Title: _____

The City of Mountain View

Address: _____

Date: _____

Print Name: _____

Title: _____

The City of Palo Alto

Address: _____

Date: _____

Print Name: _____

Title: _____

The City of San José

Address: _____

Date: _____

Print Name: _____

Title: _____

The City of Santa Clara

Address: _____

Date: _____

Print Name: _____

Title: _____

The City of Saratoga

Address: _____

Date: _____

Print Name: _____

Approved as to From: _____

Print Name: _____

Title: _____

The City of Palo Alto

Address: _____

Date: _____

Approved as to From: _____

Print Name: _____

Title: _____

The City of San José

Address: _____

Date: _____

Approved as to From: _____

Print Name: _____

Title: _____

The City of Santa Clara

Address: _____

Date: _____

Approved as to From: _____

Print Name: _____

Title: _____

The City of Saratoga

Address: _____

Date: _____

Approved as to From: _____

Print Name: _____

Title: _____ The City of Sunnyvale	Title: _____ The City of Sunnyvale
Address: _____ _____	Address: _____ _____

DRAFT

AGREEMENT FOR SERVICES BETWEEN THE CITIES ASSOCIATION OF SANTA CLARA COUNTY JOINT POWERS AGENCY AND COMMUNITY PLANNING COLLABORATIVE

THIS AGREEMENT is made and entered into on January 1, 2026 by and between the Cities Association of Santa Clara County Joint Powers Agency ("CASCC JPA") and Baird Driskell Abrams dba Community Planning Collaborative ("CONSULTANT"). CASCC JPA and CONSULTANT are sometimes individually referred to as "party" and collectively as "parties" in this Agreement.

Recitals

- A. The members of the CASCC JPA and the County of Santa Clara have participated in a collaborative and coordinated effort to help address the region's housing challenges since 2020 known as the Santa Clara County Planning Collaborative. By working together, the 16 jurisdictions of Santa Clara County have: 1) saved money, time and resources by sharing information and capacity; 2) maintained & facilitated relationships with non-profits, affordable housing advocates, and key governmental organizations; and 3) received technical assistance from CONSULTANT.
- B. The 16 jurisdictions include the member agencies of the CASCC JPA and the County of Santa Clara.
- C. CONSULTANT has provided technical assistance to the Santa Clara County Planning Collaborative and possesses expertise in a number of land use areas, including but not limited to Regional Housing Needs Assessment, Accessory Dwelling Units, anti-displacement policies and practices, missing middle housing, and more.
- D. To date, the Santa Clara County Planning Collaborative effort has been funded by grant funds, and these grant funds were used to pay for the technical services provided by CONSULTANT. However, those funds are no longer available.
- E. On a voluntary basis, the participating jurisdictions wish to continue to participate in the Santa Clara County Planning Collaborative and each fund their participation in this effort.
- F. The CASCC JPA has agreed to coordinate the retention of the Community Planning Collaborative to continue to provide technical services and contract with them on behalf of all the members of the CASCC JPA and the County of Santa Clara for these services.

**NOW, THEREFORE, the purpose of this AGREEMENT is to retain
CONSULTANT on behalf of the members of the CASCC JPA and the County of
Santa Clara to perform those services specified herein.**

THE PARTIES AGREE AS FOLLOWS:

1. Scope of Services.

- a. Scope of Services. CONSULTANT agrees to perform any or all of the following tasks as further described in Exhibit A and include, but are not limited to the following:
 1. Assist those jurisdictions participating in the Santa Clara County Planning Collaborative effort in performing their duties relating to implementation of state law, including but not limited to RHNA allocation, housing element certification, housing element implementation, and compliance with new state housing laws.
 2. Hold monthly meetings with staff from the participating jurisdictions regarding land use, housing and related topics.
 3. Provide in-meeting trainings to support local jurisdiction staff in state law implementation, skill development, knowledge sharing, and relevant topics of shared interest as identified by the group.
 4. Provide on-call assistance to address jurisdiction-specific issues related to housing element implementation and compliance with state law.
 5. Respond to other requests related to the purposes of the Santa Clara County Planning Collaborative effort as described on Exhibit A.
- b. List of Participating Jurisdictions. CONSULTANT shall provide CASC JPA with a written list of those jurisdictions participating in the Santa Clara County Planning Collaborative effort, the level of service (Tier 1 or Tier 2), fees charged by CONSULTANT for services rendered to each jurisdiction and the duration of the services by December ____, 2025. CONSULTANT further agrees to provide CASC JPA with written updates to the list of participating jurisdictions in the event of any changes within a reasonable timeframe.

2. Term of Agreement & Commencement of Work.

The term of this AGREEMENT shall be from January 1, 2026, to December 31, 2027, unless extended by amendment or terminated earlier as provided herein.

3. Compensation.

1. Amount. The maximum annual compensation to be paid to the CONSULTANT, including both payment for professional services and reimbursable expenses as described in Exhibit A, if any, for the fiscal year ending June 30, 2026, shall be _____ Dollars (\$XXX0.00) and for fiscal year ending June 30, 2027, shall be _____ Dollars (\$XXX0.00). Total compensation under this Agreement shall not exceed _____ Dollars (\$XX)00.00).

2. Invoices. Each month services are rendered, CONSULTANT shall provide CASC JPA with a detailed statement of the work performed for compensation during that month. The statement of work shall identify the service provided by CONSULTANT and allocate the service hours to Tier 1 or Tier 2 as shown on Exhibit A. The statement shall also include a detailed record of the month's actual reimbursable expenditures, if permitted. The parties agree to meet and confer to develop and standard invoice acceptable to both parties.

4. CASC's Responsibilities and Administrative Fee.

1. CASC JPA will invoice, collect and hold the funds from each of the participating jurisdictions.
2. CASC JPA will review and approve invoices for services provided by CONSULTANT within thirty (30) calendar days. Upon approval, CASC JPA will make payment to CONSULTANT.
3. CASC JPA will send a written statement to CONSULTANT each quarter itemizing the time spent by the Executive Director on tasks related to this agreement and collected by CASC JPA as an administrative fee. The administrative fee shall not exceed five percent of the Compensation Amount in Section 3 of this Agreement.
4. Hold monthly check-in meetings with CONSULTANT
5. Provide updates about the SCC Planning Collaborative to the CASC JPA.
6. Update the SCC Planning Collaborative page of the CASC JPA website on an as-needed basis

5. Termination.

Either party may terminate this AGREEMENT at any time upon 30 days written notice to the other party. However, if CONSULTANT fails to perform any of its material obligations under this AGREEMENT, in addition to all other remedies provided by law, CASC JPA may terminate this AGREEMENT immediately upon written notice. CASC JPA's Executive Director is authorized to terminate this AGREEMENT on behalf of CASC JPA.

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

6. Skill of Employees.

CONSULTANT shall ensure that any employees or agents providing services under this Agreement possess the requisite skill, training, and experience to properly perform such services.

7. Ownership of Data.

All reports, documents, electronic equivalents, or other materials developed by the CONSULTANT in fulfilling the scope of services for this contract shall be and remain the property of the participating jurisdictions without limitation or restriction on their use.

8. Conflict of Interest.

(a) CONSULTANT covenants that neither it, nor any officer or principal of its firm has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of the CASCC JPA or which would in any way hinder CONSULTANT's performance of services under this Agreement. CONSULTANT further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subconsultant without the express written consent of the CASCC JPA. CONSULTANT agrees to always avoid conflicts of interest or the appearance of any conflicts of interest with the interests of the CASCC JPA in the performance of this Agreement.

(b) CASCC JPA understands and acknowledges that CONSULTANT may be, as of the date of commencement of services under this Agreement, independently involved in the performance of non-related services for other governmental agencies and private parties. CONSULTANT is unaware of any stated position of the CASCC JPA relative to such projects. Any future position of the CASCC JPA on such projects may result in a conflict of interest for purposes of this section.

9. Disclosure.

CONSULTANT may be subject to the appropriate disclosure requirements of the California Fair Political Practices Act, as determined by the CASCC JPA Executive Director.

10. Non-Discrimination.

During the performance of this Agreement the CONSULTANT shall comply with the applicable nondiscrimination and affirmative action provisions of the laws of the United States of America, the State of California and the CASCC JPA. In performing this Agreement, CONSULTANT shall not discriminate, harass, or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, gender, actual or perceived gender identity, genetic characteristics, military/veteran status, religious creed, national origin, physical disability (including HIV and AIDS), medical condition (including cancer), age, marital status, denial of family and medical care leave, denial of pregnancy disability leave, mental disability and any other characteristics protected by state or federal law. CONSULTANT shall give written

notice of its obligations under this clause to labor organizations with which it has a collective bargaining or other agreement.

CONSULTANT shall include the nondiscrimination and compliance provisions of this Section in all subcontracts.

11. Indemnification.

To the fullest extent permitted by law, CONSULTANT shall, with respect to all services performed in connection with this AGREEMENT indemnify, defend and hold harmless the CASC JPA and its officers, agents, independent contractors and volunteers from any liability, claims, actions, causes of action or demands against them including any injury to or death of any person or damage to property or other liability of any nature, that arise out of, pertain to, or relate to the performance of this AGREEMENT by CONSULTANT or CONSULTANT's employees, officers, officials, agents or independent contractors. These costs and expenses shall include reasonable attorney's fees of counsel of the CASC JPA's choice, expert witness fees and all other costs of litigation. The only exception to this indemnification is the sole negligence of the CASC JPA.

To the fullest extent permitted by law, CASC JPA shall, with respect to all services performed in connection with this AGREEMENT indemnify, defend and hold harmless CONSULTANT and its officers, agents, independent contractors and volunteers from any liability, claims, actions, causes of action or demands against them including any injury to or death of any person or damage to property or other liability of any nature, that arise out of, pertain to, or relate to CASC JPA's performance of this AGREEMENT or CASC JPA's employees, officers, officials, agents or independent contractors. This indemnification provision does not extend to liability, claims, actions, causes of action or demands arising out any injury or death of any person or damage to property or other liability of any nature that arises out of, pertains to or relates to the actions of members of the Santa Clara County Planning Collaborative effort, specifically the employees of the cities in the CASC JPA. These costs and expenses shall include reasonable attorney's fees of counsel of the CONSULTANT's choice, expert witness fees and all other costs of litigation. The only exception to this indemnification is the sole negligence of the CONSULTANT.

12. Insurance.

CONSULTANT shall comply with CASC JPA's insurance requirements attached hereto and incorporated herein as Exhibit B. CASC JPA reserves the right at any time during the term of this Agreement to change the amounts and types of insurance required herein by giving CONSULTANT ninety days advance written notice of such change. If such change should result in substantial additional cost of the CONSULTANT, CASC JPA agrees to negotiate additional compensation proportional to the increased benefit to CASC JPA.

13. Independent Contractor.

The parties agree that CONSULTANT, its officers, employees, and agents, if any, shall be independent CONSULTANTs with regard to the providing of services under this Agreement, and that CONSULTANT's employees or agents shall not be considered to be employees or agents of the CASC JPA for any purpose and will not be entitled to any of the benefits CASC JPA provides for its employees. CASC JPA shall make no deductions for payroll taxes or Social Security from amounts due CONSULTANT for work or services provided under this Agreement.

This AGREEMENT shall not constitute, and it is not intended to constitute, either party as an employer, employee, agent, partner, or legal representative of the other party for any purpose or give either party any right to supervise or direct the functions of the other party. Except as specifically provided herein, neither party shall have authority to act for or obligate the other party in any way or to extend any representation on behalf of the other party. Each party agrees to perform under this AGREEMENT solely as an independent contractor and neither party shall have any right, power, or authority, nor shall they represent themselves as having any authority to assume, create, or incur any expense, liability, or obligation, express or implied, on behalf of the other party for any purpose. Each party agrees not to permit its employees or agents to do anything that might be construed or interpreted as acts of the other party.

14. Dispute Resolution.

If any dispute arises between the parties as to proper interpretation or application of this Agreement, the parties shall first meet and confer in a good faith attempt to resolve the matter between themselves. If the dispute is not resolved by meeting and conferring, the matter may be submitted for formal mediation to a mediator selected mutually by the parties. The expenses of such mediation shall be shared equally between the parties.

15. Compliance with Laws.

CONSULTANT shall comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local governments.

16. Governing Law.

The CASC 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.

17. Assignment or Transfer.

This Agreement or any interest herein may not be assigned or transferred, either directly or by operation of law, without the prior written consent of the CASC JPA.

Any attempt to do so shall be null and void, and any assignees, or transferees shall acquire no right or interest by reason of such attempted assignment or transfer.

18. Notices.

All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, sent by facsimile ("fax") or certified mail, postage prepaid with return receipt requested, addressed as follows:

To CASCJ JPA: Cities Association of Santa Clara County JPA
P.O. Box 3144
Los Altos, CA 94024
(408) 766-9534

To CONSULTANT: Community Planning Collaborative
P. O. Box 3616
Berkeley, CA 94703
510-761-6001

The parties may agree in writing to receive notice by email. Notice shall be deemed effective on the date personally delivered or transmitted by facsimile or, if mailed, three days after deposit in the custody of the U.S. Postal Service.

19. Amendments, Changes or Modifications.

This AGREEMENT is not subject to amendment, change or modification except by a writing signed by the authorized representatives of both the CASCJ JPA and CONSULTANT.

20. Authority to Enter Agreement.

CONSULTANT has all requisite power and authority to conduct its business and to execute, deliver and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right and authority to make this Agreement and bind each respective party.

21. Waiver.

A waiver of a default of any term of this Agreement shall not be construed as a waiver of any succeeding default or as a waiver of the provision itself. A party's performance after the other party's default shall not be construed as a waiver of that default.

22. Severability.

Should any portion of this Agreement be determined to be void or unenforceable, such shall be severed from the whole and the Agreement will continue as modified.

23. Construction, References, Captions.

Since the parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any party. Any term referencing time, days or period for performance shall be deemed calendar days and not workdays. The captions of the various sections are for convenience and ease of reference only, and do not define, limit, augment or describe the scope, content, or intent of this Agreement.

24. Advice of Counsel.

The parties agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms, and conditions of this Agreement, and that the decision of whether or not to seek the advice of counsel with respect to this Agreement is a decision which is the sole responsibility of each of the parties hereto. This Agreement shall not be construed in favor or against either party by reason of the extent to which each party participated in the drafting of this Agreement.

25. Counterparts.

This Agreement may be signed in counterparts, each of which shall constitute an original.

26. Time.

Time is of the essence in this contract.

27. Qualifications and Standard of Care.

All the services shall be performed by CONSULTANT or under CONSULTANT's supervision. CONSULTANT represents that they possess the professional and technical skills required by this AGREEMENT and that they have sufficient skill and experience to perform the services assigned to them. 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.

28. Entire Agreement.

This Agreement contains the entire agreement of the parties with respect to the matters as set forth in this Agreement, and no other agreement, statement or promise made by or to any party or by or to any officer or agent of any party, which is not contained in this Agreement shall be binding or valid.

IN WITNESS WHEREOF, CONSULTANT and the CASCC JPA by their duly authorized representatives, have executed this Agreement, on the date first set forth above, at Marina, California.

CASCC JPA

CONSULTANT

By: _____
Name: _____
Its: _____
Date: _____

By: _____
Name: _____
Its: _____
Date: _____

Approved as to form:

By: _____
CASCC JPA Attorney

EXHIBIT A

Scope of Services and Fee Schedule

2026 - 2027 Contribution Amounts - 1 or 2-Year Cycle

Jurisdiction Funding Levels <i>*Amounts per Jurisdiction</i>	Tier 1 Core Only (Annual)	Tier 1 Core Only (2-years)	Tier 2 Additional TA (Annual)	All-In Tier 1 & 2 (Annual)	All-In Tier 1 & 2 (2-years)
Los Altos Hills, Monte Sereno	\$7,000	\$14,000	\$5,000	\$12,000	\$24,000
Campbell, Gilroy, Los Altos, Los Gatos, Morgan Hill, Saratoga	\$8,500	\$17,000	\$7,000	\$15,500	\$31,000
Cupertino, Milpitas, Mountain View, Palo Alto, San José, Santa Clara County, Santa Clara City, Sunnyvale	\$10,000	\$20,000	\$8,500	\$18,500	\$37,000

Exhibit B - Insurance

CONSULTANT shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by CONSULTANT, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONSULTANT has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers’ Compensation** insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
4. **Professional Liability (Errors and Omissions):** Insurance appropriate to CONSULTANT’s profession, with limit no less than **\$2,000,000** per occurrence or claim, \$2,000,000 aggregate.

If CONSULTANT maintains broader coverage and/or higher limits than the minimums shown above, the CASC JPA requires and shall be entitled to the broader coverage and/or the higher limits maintained by CONSULTANT. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the CASC JPA.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

CASC JPA, its officers, officials, agents, volunteers, member agencies and the County of Santa Clara are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of CONSULTANT including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to

CONSULTANT's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

Primary Coverage

For any claims related to this contract, CONSULTANT's insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the CASCC JPA, its officers, officials, agents and volunteers. Any insurance or self-insurance maintained by the CASCC JPA, its officers, officials, employees, or volunteers shall be excess of CONSULTANT's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Umbrella or Excess Policy

CONSULTANT may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until CONSULTANT's primary and excess liability policies are exhausted.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the CASCC JPA.

Waiver of Subrogation

CONSULTANT hereby grants to CASCC JPA a waiver of any right to subrogation which any insurer of said CONSULTANT may acquire against the CASCC JPA by virtue of the payment of any loss under such insurance. CONSULTANT agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the CASCC JPA has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the CASCC JPA. The CASCC JPA may require CONSULTANT to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or CASCC JPA. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds \$25,000 unless approved in writing by CASCC JPA. All deductibles and SIRs shall be the sole

responsibility of CONSULTANT or subconsultant who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. CASCC JPA may deduct from any amounts otherwise due CONSULTANT to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the CASCC JPA. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. CASCC JPA reserves the right to obtain a copy of any policies and endorsements for verification.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the CASCC JPA.

Claims Made Policies

If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, CONSULTANT must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

Verification of Coverage

CONSULTANT shall furnish the CASCC JPA with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause and a copy of the Declarations and Endorsements Pages of the CGL and any Excess policies listing all policy endorsements. All certificates and endorsements and copies of the Declarations & Endorsements pages are to be received and approved by the CASCC JPA before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive CONSULTANT's obligation to provide them. The CASCC JPA reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. CASCC JPA reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Subconsultants

CONSULTANT shall require and verify that all subconsultants maintain insurance meeting all the requirements stated herein, and CONSULTANT shall ensure that CASCC JPA is an additional insured on insurance required from subconsultants.

Duration of Coverage

CGL & Excess liability policies for any construction related work, including, but not limited to, maintenance, service, or repair work, shall continue coverage for a minimum of five (5) years for Completed Operations liability coverage. Such Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

Special Risks or Circumstances

CASCC JPA reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.



SANTA CLARA COUNTY PLANNING COLLABORATIVE

A PROJECT OF THE CITIES ASSOCIATION OF SANTA CLARA COUNTY

The [Santa Clara County Planning Collaborative](#) is a countywide effort to advance housing policy in the 16 jurisdictions of the South Bay. SCCPC facilitates cross-jurisdiction collaboration and resource-sharing to save time and money, helping local staff meet housing goals more efficiently and effectively.



2025 Highlights:

- **Anti-Displacement, Landlord and Tenant Support:** [Staff trainings](#) and [policy guidance](#). [Public-facing education website](#), [community survey](#) and tools for [community outreach](#).
- **Missing Middle Housing Work Group:** Tools and educational workshops for building local programs that support middle-income housing and encourage missing middle housing types.
- **Updated ADU Tools and Resources for Homeowners:** Accessory Dwelling Unit (ADU) [Website](#), [Guidebook](#), [Plans Gallery](#), [Calculator](#), [Local Rules](#) and [Public Relations campaign](#).
- **Multi-city nexus study:** Supporting participating jurisdictions in updating or creating inclusionary housing ordinances and commercial linkage fee programs.

2021 – 2024 Highlights

- **Santa Clara County ADU (aduscc.org):** A free, countywide resource for Accessory Dwelling Units. Supports homeowners through the ADU process and helps jurisdictions meet state requirements and shared ADU goals.
- **Affordable Housing Finance Trainings:** Workshops and on-call support with industry experts.
- **Countywide Analysis:** Housing needs, constraints, and AFFH goals.
- **Annual State Housing Laws Trainings:** To prepare for new laws and state requirements.
- **Let's Talk Housing:** A shared, multilingual, countywide public engagement process to promote inclusive community outreach for housing elements.
- **Equity Advisory Group:** Ensuring inclusion of lower-income groups, communities of color, and special needs populations in housing element outreach.





Agenda Item 7a: Budget Update

Documents included:

1. Agenda Report
2. UPDATED Fiscal Year 2024-2025 Budget vs Actuals
3. LAIF PMIA Average Annual Yields



Agenda Item No: 7a

Meeting Date: November 13, 2025

Cities Association of Santa Clara County Agenda Report

To: BOARD OF DIRECTORS

Prepared by: Shali Sirkay, Executive Director

TOPIC: Fiscal Year 2024-2025 (FY25) Cities Association of Santa Clara County (CASCC) Budget
SUBJECT: Budget Update

RECOMMENDATION:

Board may decide how to allocate excess funds as per any reserve and investment policy the Board may approve, and then direct staff to deposit funds in compliance with approved fiscal policy.

BACKGROUND:

At the September 11, 2025 Board of Directors meeting, the Board directed staff to *split \$36,723.15 in half between the Cities Association Local Agency Investment Fund account*. However, staff has updated the actual expenditures record since several June invoices that were due to be paid in FY25 were actually paid in FY26 (July 2026) because of when the invoices were actually received.

Board members also asked for additional information, particularly the fund balance in all Cities Association financial accounts. Based on this information, staff would like direction based on accurate figures.

CORRECTIONS MADE:

Please refer to the attached document *UPDATED Fiscal Year 2024-2025 Budget vs Actuals*. All corrections that were made are reflected in the "UPDATE" column.

FUND BALANCES

The Cities Association has funds in two accounts- a business checking account with U.S. Bank and an interest-bearing account with Local Agency Investment Fund (LAIF). The checking account does not pay interest. All Cities Association daily transactions are conducted out of the checking account. To date, no funds have been withdrawn from the LAIF account. Regarding the ability to access funds, money in the bank account is easily accessible and immediately available. A withdrawal from the LAIF account requires 30 days; thus funds in the LAIF account are accessible, but not as easily as the bank account, and not available immediately.

After updates were made as described above, the correct balance in the checking account at the end of FY25 was \$187,533.74, after all FY25 invoices have been paid. The balance in the LAIF account on June 30, 2025 was

\$27,466.95. Currently, the LAIF account is earning 4.15% interest; the interest rates that LAIF has earned over the years can be found in the attachment *LAIF PMIA Average Annual Yields*.

FISCAL IMPACT:

Accounting for the corrections made, in FY25 the Cities Association underspent from the budgeted amount by \$34,623.15. Expenditures vary by month. In FY25, the Cities Association spent an *average* of \$16,230.49 per month.

OPTIONS:

The Board of Directors may consider how much money to keep in each account based on any approved reserve and investment policy.

ATTACHMENTS:

1. UPDATED Fiscal Year 2024-2025 Budget vs Actuals
2. LAIF PMIA Average Annual Yields

Fiscal Year 2024-2025 Budget vs Actuals
Period Covered: July 1, 2024 – June 30, 2025

UPDATED
OCT 30, 2025

	BUDGET	ACTUAL	UPDATE
REVENUE			
Membership Dues	\$266,794.00	\$281,403.00	
Holiday Party Ticket Sales (Dec 2024)	\$3,000.00	\$3,682.29	
Summer Member Event Ticket Sales (June 2025)	\$3,000.00	\$450.00	
TOTAL REVENUE	\$272,794.00	\$285,535.29	\$285,535.29
EXPENSES			
Professional Services			
Executive Director	\$120,000.00	\$115,882.00	
Clerk & IT Support	\$6,000.00	\$0.00	
Bookkeeper	\$4,800.00	\$3,961.25	+1900
Legal Counsel	\$61,200.00	\$44,534.72	
Certified Public Accountant	\$12,000.00	\$5,000.00	+\$200
TOTAL LABOR	\$204,000.00	\$169,377.97	\$171,477.97
Office			
Insurance- General Liability	\$7,500.00	\$3,296.09	
Gusto (payroll service)	\$1,560.00	\$1,020.00	
US Bank Fees	\$36.00	\$0.00	
Peninsula Storage Center	\$1,800.00	\$1,350.00	
Verizon (Google Voice office phone)	\$364.00	\$364.00	
PO Box	\$216.00	\$216.00	
Miscellaneous	\$500.00	\$81.16	
Conferences & Education for Exec Dir	\$500.00	\$0.00	
TOTAL OFFICE	\$12,476.00	\$6,327.25	
Memberships			
California Special Districts Association (CSDA)	\$1,281.00	\$788.08	

TOTAL MEMBERSHIPS	\$1,281.00	\$788.08	
Hospitality & Special Events			
Refreshments BOD monthly mtgs	\$1,800.00	\$1,534.79	
Summer Membership Event	\$3,000.00	\$5,094.48	
December Holiday Party	\$3,000.00	\$9,543.28	
TOTAL HOSPITALITY	\$7,800.00	\$16,172.55	
Technology & Software			
Adobe (PDF tools)	\$306.00	\$575.76	
Canva (graphics and templates)	\$117.00	\$155.40	
Intuit (Quickbooks Online)	\$945.00	\$415	
Microsoft	\$242.00	\$450.00	
Proud City- CASCC Website	\$600.00	\$600	
Proud City- SCSC Round Table Website	\$600.00	\$600	
Zoom	\$1,022.00	\$1518.80	
TOTAL TECHNOLOGY	\$3,832.00	\$4,314.96	
TOTAL EXPENSES	\$229,389.00	\$192,665.85	\$194,765.85

TOTAL REVENUE MINUS TOTAL EXPENSES: ~~\$36,723.15~~ **\$34,623.15**
LOCAL AGENCY INVESTMENT FUND (LAIF): **\$27,466.95** **(Balance on June 30, 2025)**



California State Treasurer
Fiona Ma, CPA



[Home](#) ->> [PMIA](#) ->> Average Annual Yields



LOCAL AGENCY INVESTMENT FUND

Average Annual Yields

Fiscal Year	Rates
71/72	4.880
72/73	5.550
73/74	8.970
74/75	8.620
75/76	6.370
76/77	5.870
77/78	6.700
78/79	8.520
79/80	10.540
80/81	10.780
81/82	12.070
82/83	10.450
83/84	10.408
84/85	10.715
85/86	9.081
86/87	7.435
87/88	7.874
88/89	8.669
89/90	8.655
90/91	8.013
91/92	6.196

Fiscal Year	Rates
92/93	4.707
93/94	4.387
94/95	5.532
95/96	5.706
96/97	5.599
97/98	5.699
98/99	5.344
99/00	5.708
00/01	6.104
01/02	3.445
02/03	2.152
03/04	1.532
04/05	2.256
05/06	3.873
06/07	5.121
07/08	4.325
08/09	2.224
09/10	0.651
10/11	0.495
11/12	0.382
12/13	0.307

Fiscal Year	Rates
13/14	0.249
14/15	0.269
15/16	0.434
16/17	0.754
17/18	1.376
18/19	2.266
19/20	1.934
20/21	0.500
21/22	0.371
22/23	2.170
23/24	3.927
24/25	4.411



Agenda Item 7b: Cities Association Reserve and Investment Policy

Documents included:

1. Agenda Report
2. Town of Los Gatos, General Fund Reserve Policy
3. Town of Los Gatos, Investment Policy
4. California State Treasurer, Local Agency Investment Fund,
Frequently Asked Questions (FAQ)
5. Proposed Resolution Adopting Budget Reserve and
Investment Policy



Agenda Item No: 7b

Meeting Date:

Cities Association of Santa Clara County Joint Powers Agency Agenda Report

To: BOARD OF DIRECTORS

**Prepared by: Jannie Quinn, General Counsel
Andrew Shen, General Counsel**

TOPIC: Budget Reserve and Investment Policy

SUBJECT: Consideration and Adoption of Budget Reserve and Investment Policy

RECOMMENDATION:

1. Consideration of Proposed Budget Reserve and Investment Policy
2. Approve a Resolution Adopting a Budget Reserve and Investment Policy

BACKGROUND:

A. Joint Powers Agreement and Bylaws

As set forth in the Joint Powers Agreement (“JPA”) governing the Cities Association, the touchstone for the organization’s policies are the policies adopted by the Town of Los Gatos (“Los Gatos”). Section 7.1 of the JPA states:

Pursuant to and to the extent required by Government Code Section 6509, as amended, the Agency shall be restricted in the exercise of its powers and shall exercise its powers in the same manner as the Town of Los Gatos is restricted in its exercise of similar powers; provided that, if the Town of Los Gatos shall cease to be a Member, then the Agency shall be restricted in the exercise of its power in the same manner as another Member agreed to by the majority of the Board of Directors. Unless expressly provided for, the Agency does not, by virtue of this Section or this Agreement, subject itself to the internal policies or ordinances of any Member.

Otherwise, the JPA does not set forth any specific rules regarding budget reserves or an investment policy. Section 6.1.6 of the JPA generally authorizes the Cities Association to invest any money not required for immediate necessities.

Likewise, the Bylaws do not address the specifics of either issue.

B. Los Gatos' Policies

Los Gatos has adopted separate budget reserve and investment policies. Copies of these policies are attached for reference.

Los Gatos' General Fund Reserve Policy was established to:

- Reduce the financial impacts associated with a disaster or catastrophic event;
- Respond to the challenges of a changing environment, including prolonged downturns in the local, state, or national economy; and
- Demonstrate continued prudent fiscal management and creditworthiness.

The town's policy also sets aside funds into four reserves:

- Catastrophic reserve (to mitigate costs associated unforeseen emergencies, such as a disaster or catastrophic event)
- Budget stabilization reserve (to mitigate annual revenue shortfalls, due to changes in the economy or one-time uses)
- Pension/OPEB reserve
- Almond Grove Street Project reserve (to fund the town's Almond Grove Street Rehabilitation Project)

Los Gatos' Investment Policy was established to address the following objectives, in order of priority:

- Preservation of capital and protection of investment principal.
- Maintenance of sufficient liquidity to meet anticipated cash flows.
- Attainment of a market value rate of return.
- Diversification to avoid incurring unreasonable market risks.

Management responsibilities for the Town's investment program are delegated from the Town Manager to the Town Treasurer/Finance Director. The Town may also engage outside investment advisors to assist. Under this Policy, the Town may invest in a range of securities and transactions, including United States Treasury bills, commercial paper, municipal bonds, certificates of deposit, the State's Local Agency Investment Fund (LAIF), and money-market funds.

C. Previous Board Direction

At its September 11, 2025, meeting, the Board reviewed the budget and expenditures for the past fiscal year and considered how to handle funds that were budgeted but not spent. The Board voted to

deposit 50% of this surplus into the Cities Association's existing LAIF Fund and to keep 50% in the Cities Association's current bank account. In addition, the Board requested information regarding the bank accounts of the Cities Association as part of the consideration of a reserve and investment policy. This information was provided during the quarterly budget report.

D. Revenues and Risks

In establishing formal policies regarding budget reserves and investments of surplus funds, it may be helpful to consider the Cities Association's overall financial structure and risk profile.

The Cities Association's revenue is derived entirely from its member dues, collected at the outset of each fiscal year. These dues are stable sources of revenues, inherently unlike sales taxes or user fees. It is perhaps even more stable than relying on federal or State funding and grants. They are also very predictable since the Cities Association Board establishes the dues to be collected each year, so that the Cities Association is immediately aware of the funds available. While remote, the only risk from relying on membership dues is the possibility that the organization's membership itself changes – thus potentially removing membership dues. Currently, membership dues range between \$6,523 and \$55,231.

The Cities Association also faces little risk in terms of unexpected costs or liabilities. The Cities Association is a streamlined organization that only utilizes independent contractors for its operations, who invoice on a monthly basis. As the Board is aware, a significant motivation to establishing the Cities Association as a Joint Powers Agency was to allow for access to insurance typically available to special districts. The Cities Association currently receives its insurance through the Special District Risk Management Authority (SDRMA). This SDRMA policy provides for \$2.5 million in coverage with low deductibles of \$500 (for general liability) or \$1,000 (for automobile liability), so there is low likelihood of any significant payouts for liability reasons.

E. California Government Code, Section 53600, et seq. - Prudent Investor Standard

The Government Code generally provides that governing bodies of local agencies, such as the Cities Association, are trustees and therefore fiduciaries subject to the prudent investor standard:

When investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public funds, a trustee shall act with care, skill, prudence, and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the agency, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the agency.

(Gov't. Code § 53600.3.)

Further, when investing or managing public funds, the trustee shall:

- 1) to safeguard the principal of the funds under its control;
- 2) to meet the liquidity needs of the depositor; and
- 3) to achieve a return on the funds under its control.

(Gov't. Code § 53600.5.)

SUMMARY OF PROPOSED BUDGET RESERVE AND INVESTMENT POLICY:

The proposed Budget Reserve and Investment Policy echoes Los Gatos' policies, but with a narrower focus given the Cities Association's duties and operations. For example, the Cities Association has no need for a Pension/OPEB reserve since it does not – and cannot – hire any employees. Similarly, the Cities Association has no Capital Improvement Program or budget.

But with respect to Budget reserve targets, we look to the Board for more definitive guidance regarding how much it should maintain in reserves. We suggest the appropriate metric for reserve targets be stated in terms of number of months of operating expenses – for example, two, three, or six months – rather than a precise dollar figure. The Cities Association is a new organization, so this flexible metric may be more appropriate. Current monthly expenditures average \$17,000. Direction is sought from the Board regarding the reserve target. It is recommended the Cities Association budget for three months' worth of expenditures as a reserve, or approximately \$51,000. This amount roughly guards against the remote possibility that a member city that pays a relatively high amount of annual dues would withdraw from the Cities Association, or that there is an otherwise sudden and unexpected need for additional spending.

Regarding investments, given the Cities Association's streamlined operations, the day-to-day handling of investments should be outsourced to responsible parties, as much as possible. The California State Treasurer's LAIF program is a suitable alternative, given that it generates return (interest), is designed for use by local government agencies, and provides access to those funds as needed. A Frequently Asked Questions (FAQ) document regarding LAIF accounts is attached for reference.

It is recommended that other than two months' (approximately \$34,000) worth of operating expenses, that all other Cities Association funds be deposited into its existing LAIF account. While LAIF does not provide an exceptionally high return, it is stable and requires no day-to-day oversight. Cities Association funds held in LAIF are also readily available in the event that funds are needed on a more than routine basis.

CONCLUSION:

The proposed Budget Reserve and Investment Policy is submitted for the Board's consideration, direction, and approval.

FISCAL IMPACT:

None.

OPTIONS:

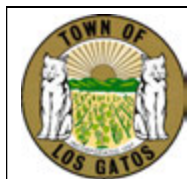
The Board of Directors has the following options:

1. Review and approve the proposed Budget Reserve and Investment Policy through the attached Resolution.
2. Direct General Counsel to make additional edits to the Budget Reserve and Investment Policy and return to the Board at a future meeting.

ATTACHMENTS:

1. Town of Los Gatos, General Fund Reserve Policy
2. Town of Los Gatos, Investment Policy
3. California State Treasurer, Local Agency Investment Fund, Frequently Asked Questions (FAQ)
4. Proposed Resolution Adopting Budget Reserve and Investment Policy

GENERAL FUND RESERVE POLICY



TOWN OF
LOS GATOS
CALIFORNIA

COUNCIL POLICY MANUAL

Small Town Service Community Stewardship Future Focus

TITLE: General Fund Reserve Policy

POLICY NUMBER: 4-03

EFFECTIVE DATE: 05/16/2011

PAGES: 6

ENABLING ACTIONS:

REVISED DATES: 02/21/2017; 05/15/2018;
06/04/2019; 09/21/2021

APPROVED:

PURPOSE

The purpose of this Policy is to establish a target minimum level of designated reserves in the General Fund to:

- Reduce the financial impacts associated with a disaster or catastrophic event;
- Respond to the challenges of a changing economic environment, including prolonged downturns in the local, state, or national economy; and
- Demonstrate continued prudent fiscal management and creditworthiness.

BACKGROUND

The Town of Los Gatos has always maintained a high level of General Fund reserves, which has contributed to superior ratings by credit rating agencies; provided financial flexibility in economic downturns; contributed a source of investment income for General Fund operations; and assured financial coverage in the event of future emergencies.

GUIDING PRINCIPLES

Following sound financial practices and adhering to the Government Finance Officers of America (GFOA) recommendations, the Town's designated reserves include reserves for known and unknown contingencies, which take into consideration the:

- Diversity of revenue base
- Volatility of revenue structure

GENERAL FUND RESERVE POLICY

- Changes in political environment
- Frequency of operating surpluses/deficits
- Cash flow management practices

The General Fund Reserve Policy is to be reviewed by the Town Council as part of the annual operating budget review and adoption process.

POLICY

The fund balance is the difference between the assets and liabilities reported in a governmental fund. Under current accounting standards, there are five separate components of fund balance, each of which identifies the extent to which the Town is bound to honor constraints on the specific purposes for which amounts can be spent.

The following components are defined by Governmental Accounting Standards Board (GASB) Statement No. 54 and shall constitute the Town's Fund Balance:

- *Nonspendable Fund Balance* (inherently nonspendable)
- *Restricted Fund Balance* (externally enforceable limitations on use)
- *Committed Fund Balance* (self-imposed limitations on use)
- *Assigned Fund Balance* (limitation resulting from intended use)
- *Unassigned Fund Balance* (residual net resources)

The first two components listed above are not specifically addressed in this Policy due to the nature of their restrictions. The example of non-spendable fund balance is inventory. Restricted fund balance is either imposed by law or constrained by grantors, contributors, or laws or regulations of other governments. This Policy is focused on financial reporting of unrestricted fund balance, or the last three components listed above. These three components are further defined below.

The accounting policies of the Town consider restricted fund balance spent first when expenditure is incurred for purposes for which both restricted and unrestricted fund balance is available. Similarly, when an expenditure is incurred for purposes for which amounts of the unrestricted classifications of fund balance could be used, the Town considers committed amounts to be reduced first, followed by assigned amounts and then unassigned amounts.

Committed Fund Balance

The Town Council, as the Town's highest level of decision-making authority, may commit fund balance for specific purposes pursuant to constraints imposed by formal action taken, such as an ordinance or resolution. These committed amounts cannot be used for any other purpose,

GENERAL FUND RESERVE POLICY

unless the Town Council removes or changes the specific use through the same type of formal action taken to establish the commitment. The Town Council action to commit fund balance needs to occur within the fiscal reporting period; however, the amount can be determined subsequently at the final close of the fiscal year.

The Town currently sets aside funds into four committed reserves to address unforeseen emergencies or disasters, significant changes in the economic environment, unfunded pension and Other Post-Employment Benefits (OPEB) obligations, and key infrastructure and capital projects. These include the Catastrophic Reserve, Budget Stabilization Reserve, Pension (OPEB) Reserve and Almond Grove Street Projects Reserve.

Catastrophic Reserve

Funds reserved under this category shall be used to mitigate costs associated with unforeseen emergencies, such as a disaster or catastrophic event. Should unforeseen and unavoidable events occur that require the expenditure of Town resources beyond those provided for in the annual budget, the Town Manager or designee shall have authority to approve Catastrophic Reserve appropriations. The Town Manager or designee shall then present to the Town Council a budget amendment confirming the nature of the emergency and authorizing the appropriation of reserve funds.

The Town currently commits to maintaining this reserve at a minimum of 12.5% of General Fund ongoing operating expenditures (minus one-time expenditures).

Should a catastrophic disaster occur, the required reserve level should be adequate to meet the Town's immediate financial needs. For example, in the event of natural disaster, the Catastrophic Reserve would provide necessary coverage for basic operating expenses, including salary and benefits for safety and non-safety Town employees, while still meeting debt service obligations for approximately 60 days. This time frame would enable the Town to explore other available cash alternatives, including the use of internal service funds.

Budget Stabilization Reserve

Funds reserved under this category shall be used to mitigate annual revenue shortfalls (actual revenues less than projected revenues) due to changes in the economic environment and/or one-time uses that will result in future efficiencies and/or budgetary savings. Examples of "economic triggers" and one-time uses include, but are not limited to:

- An unplanned, major event such as a catastrophic disaster requiring expenditures which exceed the General Fund Catastrophic Reserve;
- Drop in projected/actual revenue of more than five percent in property or sales tax, or other economically sensitive revenues;
- Budgeted revenue taken over by another entity exceeding \$100,000;
- Loss of businesses considered to be significant sales tax generators;

GENERAL FUND RESERVE POLICY

- Reductions in projected/actual revenue of more than five percent due to actions by the state/federal government;
- Workflow/technical system improvements to reduce ongoing, personnel costs and enhance customer service;
- One-time maintenance of service levels due to significant economic/budget constraints; and
- One-time transitional costs associated with organizational restructuring to secure long-term personnel cost savings.

The Town currently commits to maintaining this reserve at a minimum of 12.5% of General Fund ongoing operating expenditures (minus one-time expenditures).

Should a loss of the Town's single highest source of sales tax revenue occur, the required reserve level should be adequate to meet the Town's immediate financial needs. For example, the reserve level in the Budget Stabilization Fund would provide for an approximate 3-year transition period, giving the Town adequate time to realign its operating costs with available resources, while minimizing service impacts.

Pension/OPEB Reserve

Funds reserved under this category shall be used to further mitigate costs associated with pension and OPEB unfunded obligations. These funds will be used as a funding source for potential additional discretionary payments to pay down unfunded pension and other post-employment obligations, or held in the reserve account to be used as a supplemental funding source for unanticipated increases to the annual pension and other post-employment costs resulting from future actuarial assumptions and investment market volatility.

This Policy requires the Town to set aside additional annual discretionary payments (ADPs) to reduce the effective amortization period of the Town's pension unfunded actuarial liabilities from approximately 30 years to 20 years. To facilitate the implementation of this Policy, staff shall update the estimated unfunded amortization schedules in conjunction with the Town's and CalPERS actuaries. This process will coincide with the annual proposed budget process to determine the additional annual discretionary payment levels required to maintain the goal of lowering the amortization period from a 30-year to a 20-year amortization period for all prior year actuarial bases through FY 18/19. The ADP is currently projected at \$390,000 for FY 2018/19 (subject to annual updates provided by CalPERS actuaries). Per Council direction ADPs will either be allocated directly to CalPERS, the Town's Pension IRS 115 Trust Fund, or the OPEB IRS 115 Trust Fund.

As part of the proposed budget for each forthcoming fiscal year, staff shall annually appropriate, to the extent possible, the amount of annual discretionary payments necessary to maintain the unfunded pension liability amortization shortening from 30 to 20 years.

GENERAL FUND RESERVE POLICY

In the event the annual amount required for additional discretionary payments is not available from operating revenues, the ADP shall be funded by a first lien on any one-time excess revenues above expenditures once other General Fund required reserve levels have been established at the appropriate levels as per the Town's General Fund Reserve Policy. If in any given year neither budgetary appropriations or a first lien on one-time excess revenues are sufficient to fund the annual ADP, that years ADP will be accrued to the following year until paid.

Additionally, effective upon the close of fiscal year 2015/16 and thereafter, if sufficient General Fund year-end savings are available and targeted reserve levels of 25% (12.5% for Catastrophic Reserve and 12.5% for Budget Stabilization Reserve) of the next fiscal year's operating budget and the funding the following year's proposed budget ADP have been met, upon final close of the fiscal year, a minimum of \$300,000 annually shall be deposited into the Pension/OPEB Reserve fund. In addition, Council can assign additional amount deposited to the Pension/OPEB Reserve with a formal Council action from available year end savings.

Almond Grove Street Project Reserve

Funds reserved under this category shall be used to reconstruct the 10 streets identified in the Almond Grove Street Rehabilitation Project specification.

The Council awarded the bid in April 2017 allowing for \$2.9 million savings within the project. The Council reappropriated the use of the savings through the FY 2017/18 budget process. The Almond Grove Reserve should be reduced by the identified \$2.9 million savings. The Almond Grove Street Reserve balance will be reduced at each fiscal year end by the funds expended on the Almond Grove Street Rehabilitation Project during the fiscal year.

Assigned Fund Balance

Amounts that are constrained by the Town's intent to be used for specific purposes, but are neither restricted nor committed, should be reported as assigned fund balance. This Policy hereby delegates the authority to assign amounts to be used for specific purposes to the Town Manager for the purpose of reporting to assign amounts in the annual financial statements. A few examples of assigned fund balance follow.

- Encumbrances – material s and services on purchase order and contracts which are unperformed.
- Reappropriations – appropriated by the Council for specific projects or programs that were not completed and not encumbered by year end.
- GASB 31 Adjustments – \$10,000 or higher unrealized investment gains that have been recorded in the financial statements in accordance with GASB 31.

GENERAL FUND RESERVE POLICY

Capital and Special Projects Reserve

Funds reserved under this category are designated for key infrastructure and capital/special projects as identified in the Town 5-year Capital Improvement Plan, as there is no ongoing funding source to support the Town's capital needs.

Unassigned Fund Balance

At the end of each fiscal year, the Finance Department reports on the audited year-end budgetary fiscal results. Should actual General Fund revenues exceed expenditures and encumbrances, a year-end operating surplus shall be reported. Any year-end surplus which results in the General Fund balance exceeding the level required by this Reserve Policy shall be available for allocation for the following, subject to Council approval:

- Offset projected future deficits
- Anticipated intergovernmental fiscal impacts
- One-time funding, non-recurring needs

Upon funding any of the above reserve levels pursuant to this General Fund Reserve Policy, any remaining surplus of fiscal year revenues above expenditures shall be placed in the Capital and Special Projects Reserve for appropriation within the Capital Improvement Program budget.

Replenishment of Unreserved Fund Balance

In keeping with the principles discussed in this Policy, when either fund is used, Town Council will develop a 1 to 5 year reserve replenishment plan to meet the minimum threshold of 25% of General Fund ongoing, operating expenditures, excluding one-time expenditures.

/S/ Robert Schultz, Town Attorney

INVESTMENT POLICY



TITLE: Investment Policy

POLICY NUMBER: 4-02

EFFECTIVE DATE: 11/1/16

PAGES: 10

ENABLING ACTIONS: 2016-063

REVISED DATES: 5/16/17; 5/15/2018;
9/3/2019; 11/03/2020, 1/17/2023,
2/21/2023, 3/18/2025

APPROVED:

PURPOSE

The Town of Los Gatos (the "Town"), incorporated in 1887, is located approximately 60 miles south of San Francisco, in the southwestern portion of Santa Clara County. The Town operates under the Council/Manager form of government. The Town Council is the legislative body for the Town. It has five members elected to serve staggered four year terms. The Town Manager is appointed by the Town Council.

The Town Council has adopted this Investment Policy in order to establish the investment scope, objectives, delegation of authority, standards of prudence, reporting requirements, internal controls, eligible investments and transactions, diversification requirements, risk tolerance, and safekeeping and custodial procedures for the investment of the funds of the Town. All Town funds will be invested in accordance with this Investment Policy and with applicable sections of the California Government Code 53607 and 53646(b).

This Investment Policy was originally adopted by the Town Council of the Town of Los Gatos on November 1, 2016. Town Council adopted revisions replace any previous investment policy or investment procedures of the Town.

SCOPE

This Investment Policy applies to all of the Town's short-term operating funds. These funds are described in the Town's annual financial report and include, but are not limited to:

General Fund

Special Revenue Funds

Capital Project Funds

INVESTMENT POLICY

Debt Service Funds
Enterprise Fund
Internal Service Funds
Fiduciary Funds

Specifically excluded from this Investment Policy are amounts which are held by a trustee or fiscal agent and pledged as payment or security for bonds or other indebtedness, obligations under a lease, or obligations under certificates of participation. Such funds are invested in accordance with statutory provisions, ordinance, resolution, or indenture governing the issuance of the obligations. In addition, this Investment Policy is not applicable to the Town's Deferred Compensation Plan. These investments are directed by each employee participant in accordance with the rules of the Deferred Compensation Plan.

POLICY

OBJECTIVES

The Town's funds shall be invested in accordance with all applicable Town policies and codes, State statutes, and Federal regulations, and in a manner designed to accomplish the following objectives, which are listed in priority order:

1. Preservation of capital and protection of investment principal.
2. Maintenance of sufficient liquidity to meet anticipated cash flows.
3. Attainment of a market value rate of return.
4. Diversification to avoid incurring unreasonable market risks.

DELEGATION OF AUTHORITY

Management responsibility for the Town's investment program is delegated annually by the Town Manager to the Town Treasurer/Finance Director (the "Treasurer") pursuant to California Government Code Section 36510. The Treasurer may delegate the authority to conduct investment transactions and to manage the operation of the investment portfolio to other specifically authorized staff members. The Treasurer shall maintain a list of persons authorized to transact securities business for the Town. No person may engage in an investment transaction except as expressly provided under the terms of this Investment Policy.

The Treasurer shall develop written administrative procedures and internal controls, consistent with this Investment Policy, for the operation of the Town's investment program. Such procedures shall be designed to prevent losses arising from fraud, employee error, misrepresentation by third parties, or imprudent actions by employees.

The Town may engage the support services of outside investment advisors in regard to its investment program, so long as it can be demonstrated that these services produce a net financial advantage or necessary financial protection of the Town's financial resources.

INVESTMENT POLICY

PRUDENCE

The standard of prudence to be used for managing the Town's investments shall be California Government Code Section 53600.3, the prudent investor standard which states, "When investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public funds, a trustee shall act with care, skill, prudence, and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the agency, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the agency."

The Town's overall investment program shall be designed and managed with a degree of professionalism that is worthy of the public trust. The Town recognizes that no investment is totally without risk and that the investment activities of the Town are a matter of public record. Accordingly, the Town recognizes that occasional measured losses may occur in a diversified portfolio and shall be considered within the context of the overall portfolio's return, provided that adequate diversification has been implemented and that the sale of a security is in the best long-term interest of the Town.

The Treasurer and authorized investment personnel acting in accordance with written procedures and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided that the deviations from expectations are reported in a timely fashion to the Town Council and appropriate action is taken to control adverse developments.

ETHICS AND CONFLICTS OF INTEREST

Elected officials and Town employees involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program or could impair or create the appearance of an impairment of their ability to make impartial investment decisions. Elected officials and Town employees shall disclose to the Town Council any business interests they have in financial institutions that conduct business with the Town and they shall subordinate their personal investment transactions to those of the Town. In addition, the Town Manager and the Treasurer shall file a Statement of Economic Interests each year pursuant to California Government Code Section 87203 and regulations of the Fair Political Practices Commission.

SOCIALLY RESPONSIBLE INVESTING

In addition to and subordinate to the objectives set forth above, investment of funds should be guided by the following socially responsible investment goals when investing in corporate securities and depository institutions. Investments shall be made in compliance with the

INVESTMENT POLICY

responsible investment goals to the extent that such investments achieve substantially equivalent safety, liquidity and yield compared to other investments permitted by state law.

(1) Environmental, Social Responsibility and Governance Concerns

Investments are encouraged in entities that support community well-being through safe and environmentally sound practices and fair labor practices. Investments are encouraged in entities that support equality of rights regardless of sex, race, age, disability or sexual orientation. All corporate securities within the portfolio will be monitored by an independent third-party who will provide the Town with an ESG (Environmental, Social Responsibility, and Governance) rating. The Town will prefer companies when appropriate that maintain a higher ESG rating as opposed to those companies that have a lower ESG Rating.

(2) Community Investments

Investments are encouraged in entities that promote community economic development, and investments are discouraged in entities that finance high-cost check-cashing and deferred deposit (payday-lending) businesses. Investments are encouraged in entities that have a demonstrated involvement in the development or rehabilitation of low-income affordable housing and have a demonstrated commitment to reducing predatory mortgage lending and increasing the responsible servicing of mortgage loans. Securities investments are encouraged in financial institutions that have a Community Reinvestment Act (CRA) rating of either Satisfactory or Outstanding, as well as financial institutions that are designated as a Community Development Financial Institution (CDFI) by the United States Treasury Department, or otherwise demonstrate commitment to community economic development.

AUTHORIZED SECURITIES AND TRANSACTIONS

All investments and deposits of the Town shall be made in accordance with California Government Code Sections 16429.1, 53600-53609 and 53630-53686, except that pursuant to California Government Code Section 5903(e), proceeds of bonds and any moneys set aside or pledged to secure payment of the bonds may be invested in securities or obligations described in the ordinance, resolution, indenture, agreement, or other instrument providing for the issuance of the bonds. Any revisions or extensions of these code sections will be assumed to be part of this Investment Policy immediately upon being enacted. However, in the event that amendments to these sections conflict with this Investment Policy and past Town investment practices, the Town may delay adherence to the new requirements when it is deemed in the best interest of the Town to do so. In such instances, after consultation with the Town's attorney, the Treasurer will present a recommended course of action to the Town Council for approval. All investment limits specified in the Policy are calculated at the time of investment.

The Town has further restricted the eligible types of securities and transactions as follows:

1. United States Treasury bills, notes, bonds, or certificates with a final maturity not exceeding five years from the date of trade settlement.

INVESTMENT POLICY

2. Federal Agency Obligations for which the faith and credit of the United States are pledged for the payment of principal and interest and which have a final maturity not exceeding five years from the date of trade settlement. There is no limit on the percentage of the portfolio that can be invested in this category, however, no more than 20% of the town's total portfolio shall be invested in the combination of Government National Mortgage Association (GNMA), Federal National Mortgage Association (FNMA) and Federal Home Loan Mortgage Corporation (FHLMC) mortgage-backed securities.
 3. Federal Instrumentality (government sponsored enterprise) debentures, discount notes, callable securities, step-up securities, and mortgage-backed securities (including FNMA and FHLMC) with a final maturity not exceeding five years from the date of trade settlement. There is no limit on the percentage of the portfolio that can be invested in this category, however, no more than 20% of the town's total portfolio shall be invested in the combination of GNMA, FNMA, and FHLMC mortgage-backed securities.
 4. Prime Commercial Paper with a maturity not exceeding 270 days from the date of trade settlement with the highest ranking or of the highest letter and number rating as provided for by a nationally recognized statistical-rating organization (NRSRO). The entity that issues the commercial paper shall meet all of the following conditions in either sub-paragraph A. or sub-paragraph B. below:
 - A. The entity shall (1) be organized and operating in the United States as a general corporation, (2) have total assets in excess of five hundred million dollars (\$500,000,000) and (3) Have debt other than commercial paper, if any, that is rated "A" or higher by a NRSRO.
 - B. The entity shall (1) be organized within the United States as a special purpose corporation, trust, or limited liability company, (2) have program wide credit enhancements, including, but not limited to, over collateralization, letters of credit or surety bond and (3) have commercial paper that is rated "A-1" or higher, or the equivalent, by a NRSRO.
- Purchases of eligible commercial paper shall not exceed:
- 10% of the outstanding commercial paper of any single corporate issuer,
 - 5% of the Town's total portfolio in the commercial paper of any one issuer, and
 - 25% of the Town's total portfolio.
5. Eligible Bankers Acceptances with a maturity not exceeding 180 days from the date of trade settlement, issued by a state or national bank with combined capital and surplus of at least

INVESTMENT POLICY

\$250 million, whose deposits are insured by the FDIC, and whose senior long-term debt is rated at least A or the equivalent by a NRSRO at the time of purchase. No more than 5% of the Town's total portfolio shall be invested in banker's acceptances of any one issuer, and the aggregate investment in banker's acceptances shall not exceed 30% of the Town's total portfolio.

6. Medium Term Notes (Corporate Notes) issued by corporations organized and operating within the United States or by depository institutions licensed by the United States or any state and operating within the United States, with a final maturity not exceeding five years from the date of trade settlement and rated at least "A" or the equivalent by a NRSRO at the time of the purchase. No more than 5% of the Town's total portfolio shall be invested in the medium-term notes of any one issuer and the aggregate investment in medium-term notes shall not exceed 30% of the Town's total portfolio.
7. Municipal & State Obligations:
 - A. Municipal bonds including registered notes or bonds of any of the 50 states, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by a state or by a department, board, agency, or authority of any of the 50 states.
 - B. In addition, bonds, notes, warrants, or other evidences of indebtedness of any local agency in California, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, operated by the local agency, or by a department, board, agency, or authority of the local agency.

Municipal bonds must be rated at least "A" or the equivalent by a NRSRO with maturities not exceeding five years from the date of the trade settlement. No more than 5% of the Town's total portfolio shall be invested in "A" rated bonds or in the bonds of any one municipality. In addition, the aggregate investment in municipal bonds may not exceed 30% of the total portfolio.

8. Certificates of Deposit with a final maturity not exceeding five years from the date of trade settlement. The aggregate investment in certificates of deposit shall not exceed 30% of the Town's portfolio, and no more than 5% of the portfolio shall be held in any one deposit or allocated to any one issuer. Certificates of Deposit shall be issued by a nationally or state-chartered bank or a state or federal savings and loan association or by a state-licensed branch of a foreign bank or by a federally licensed branch of a foreign bank provided that the senior debt obligations of the issuing institution are rated at least "A" or the equivalent by a NRSRO.

INVESTMENT POLICY

Negotiable certificates of deposit issued by a nationally or state-chartered bank, or by a federally licensed or state-licensed branch of a foreign bank. Purchases of negotiable certificates of deposits are subject to the limitations of Section 53601(i), shall be fully insured by the FDIC with a corresponding FDIC certification number, and shall be delivered through the Depository Trust Company.

Non-Negotiable certificates of deposit issued by a nationally or state-chartered bank, or by a federally licensed or state-licensed branch of a foreign bank. Purchases of non-negotiable certificates of deposit are subject to the limitations of Sections 53601(n) and 53638 and shall be fully insured by the FDIC with a corresponding FDIC certification number. Private sector entities may be used to place certificates of deposit subject to the limitations of Section 53601.8.

9. State of California's Local Agency Investment Fund (LAIF), pursuant to California Government Code Section 16429.1. The aggregate amount invested in LAIF shall not exceed the maximum allowed by the fund.
10. Money Market Funds registered under the Investment Company Act of 1940 that (1) are "no-load" (meaning no commission or fee shall be charged on purchases or sales of shares); (2) have a constant net asset value per share of \$1.00; (3) invest only in government securities, and (4) have a rating of at least AAA or the equivalent by at least two NRSROs. No more than 10% of the Town's total portfolio shall be invested in money market funds of any one issuer, and the aggregate investment in money market funds shall not exceed 20% of the Town's total portfolio.

Securities that have been downgraded to a level that is below the minimum ratings described herein may be sold or held at the Town's discretion. The portfolio will be brought back into compliance with Investment Policy guidelines as soon as is practical.

The foregoing list of authorized securities and transactions shall be strictly interpreted. Any deviation from it must be preapproved by resolution of the Town Council.

PORTFOLIO MATURITIES AND LIQUIDITY

To the extent possible, investments shall be matched with anticipated cash flow requirements and known future liabilities. The Town will not invest in securities maturing more than five years from the date of trade settlement, unless the Town Council has by resolution granted authority to make such an investment at least three months prior to the date of investment.

SELECTION OF BROKER/DEALERS

The Treasurer shall maintain a list of broker/dealers approved for investment purposes, and it

INVESTMENT POLICY

shall be the policy of the Town to purchase securities only from those authorized firms. To be eligible, a firm must meet at least one of the following criteria:

- Be recognized as a Primary Dealer by the Federal Reserve Bank of New York or have a primary dealer within their holding company structure; or
- Report voluntarily to the Federal Reserve Bank of New York; or
- Qualify under Securities and Exchange Commission (SEC) Rule 15c3-1 (Uniform Net Capital Rule).

In addition, authorized broker/dealers must be licensed by the State of California as a broker/dealer as defined in Section 25004 of the California Corporations Code.

The Town may engage the services of investment advisory firms to assist in the management of the portfolio and investment advisors may utilize their own list of approved broker/dealers. Such broker/dealers will comply with the selection criteria above and the list of approved firms shall be provided to the Town on an annual basis or upon request.

In the event that an external investment advisor is not used in the process of recommending a particular transaction in the Town's portfolio, authorized broker/dealers shall attest in writing that they have received and reviewed a copy of the this Investment Policy and shall be required to submit and annually update a Town approved Broker/Dealer Information request form, which includes the firm's most recent financial statements.

The Town may purchase commercial paper from direct issuers even though they are not on the approved broker/dealer list as long as they meet the criteria outlined in Item 4 of the Authorized Securities and Transactions section of this Investment Policy.

COMPETITIVE TRANSACTIONS

Each investment transaction shall be competitively transacted with authorized broker/dealers. At least three broker/dealers shall be contacted for each transaction and their bid and offering prices shall be recorded.

If the Town is offered a security for which there is no other readily available competitive offering, the Treasurer will document quotations for comparable or alternative securities.

SELECTION OF BANKS

The Treasurer shall maintain a list of banks and savings banks approved to provide banking services for the Town. To be eligible, a bank must be a member of the Federal Deposit Insurance Corporation, must qualify as a depository of public funds in the State of California as defined in California Government Code Section 53630.5 and shall secure deposits in excess of FDIC coverage in accordance with California Government Code Section 53652.

INVESTMENT POLICY

Authorized banks that accept deposits from the Town shall meet high standards with regard to liquidity, asset quality, profitability and capital adequacy. The Treasurer shall utilize a commercial bank rating service to perform credit analysis on banks seeking authorization. Banks that in the judgment of the Treasurer no longer offer adequate safety to the Town shall be removed from the Town's list of authorized banks.

SAFEKEEPING AND CUSTODY

The Treasurer shall select one or more financial institutions to provide safekeeping and custodial services for the Town. A Safekeeping Agreement shall be executed with each custodian bank prior to utilizing that bank's safekeeping services.

Custodian banks will be selected on the basis of their ability to provide services for the Town's account and the competitive pricing of their safekeeping related services.

The purchase and sale of securities and repurchase agreement transactions shall be settled on a delivery versus payment basis. All securities shall be perfected in the name of the Town. Sufficient evidence to title shall be consistent with modern investment, banking and commercial practices.

All investment securities, purchased by the Town, will be delivered by book entry and will be held in third-party safekeeping by a Town approved custodian bank or its Depository Trust Company (DTC) participant account.

All Fed wireable book entry securities owned by the Town shall be held in the Federal Reserve System in a customer account for the custodian bank which will name the Town as "customer."

All DTC eligible securities shall be held in the custodian bank's DTC participant account and the custodian bank shall provide evidence that the securities are held for the Town as "customer."

PORTFOLIO PERFORMANCE

The investment portfolio shall be designed to attain a market rate of return throughout budgetary and economic cycles, taking into account prevailing market conditions, risk constraints for eligible securities, and cash flow requirements. The performance of the Town's investments shall be compared to the average yield on the U.S. Treasury security that most closely corresponds to the portfolio's weighted average effective maturity. When comparing the performance of the Town's portfolio, its rate of return will be computed net of all fees and expenses.

REPORTING

Every month, the Treasurer shall prepare a report that conforms to Government Code Section 41004. The report shall be submitted to the Town Clerk within 45 days after the end of each

INVESTMENT POLICY

month for inclusion as an agenda item at the next scheduled Town Council meeting. The report shall include the following information:

1. Investment type, issuer, date of maturity, par value and dollar amount invested in all securities, and investments and monies held by the Town;
2. A market value as of the date of the report (or the most recent valuation as to assets not valued monthly) and the source of the valuation;
3. Realized and unrealized gains or losses calculated by amortized cost and by fair value;
4. The weighted average maturity of the portfolio and a percentage breakdown of the total portfolio by maturity;
5. A description of the funds, investments and programs that are under the management of contracted parties;
6. The Town of Los Gatos Environmental, Social and Governance (ESG) scores;
7. A statement of compliance with this Investment Policy or an explanation for non-compliance; and
8. A statement of the ability to meet expenditure requirements for the next six months, and an explanation of why money will not be available if that is the case.

PROCEDURES

This Investment Policy shall be adopted by resolution of the Town Council. Annually the Town Manager shall present this Investment Policy to the Town Council and the Finance Commission for review to ensure its consistency with the Town's investment objectives, current law and economic trends. Any amendments to this Investment Policy shall be approved by the Town Council.

/S/Gabrielle Whelan, Town Attorney

Frequently Asked Questions

LAIF Account

What entities are permitted to invest in LAIF?

Local governmental units, nonprofit corporations whose membership is confined to public agencies or public officials, and qualified quasi-governmental agencies can invest in LAIF. (Government Code Section 16429.1)

Does LAIF allow multiple accounts and subaccounts for each participating agency?

No. However, agencies are permitted to open separate bond proceeds accounts.

What documents are required to open a LAIF account?

A Certified Board Resolution (adopted by the entity's governing body) and a New LAIF Account form (available online at <http://www.treasurer.ca.gov/pmia-laif/forms/new.pdf>) are required to open a regular LAIF account. In addition to these documents, a Bond Application and Official Statement are required to open a LAIF bond proceed account. Please see "How to Participate" at <http://www.treasurer.ca.gov/pmia-laif/answer/howto.asp> and contact LAIF staff at 916-653-3001 for more information.

What are the LAIF procedures for depositing and withdrawing funds?

See "Procedures for LAIF Transactions" at www.treasurer.ca.gov/pmia-laif/answer/procedures.asp.

How do I obtain a copy of the wiring instructions for my LAIF transactions?

Contact LAIF staff at 916-653-3001 for the wiring instructions for your bank.

Are there minimum and/or maximum LAIF account balance restrictions?

Yes. Regular LAIF account balances are capped at \$75 million. There is no minimum account balance requirement. Bond proceeds accounts have no minimum or maximum balance restrictions.

How many transactions are permitted each month?

Each regular LAIF account is permitted 15 transactions per month.

Is there a minimum and/or maximum transaction amount for deposits and withdrawals?

Yes. For regular LAIF accounts, the minimum transaction amount is \$5,000 and the maximum transaction amount is \$75 million. Bond proceeds accounts have a one-time deposit with no cap and are set-up with a monthly drawdown schedule.

Does LAIF require advance notice for deposits and/or withdrawals?

No. However, for cash flow purposes, we request one day prior notice for deposits and withdrawals of \$10 million or more.

Is there a cutoff time for deposits and withdrawals?

Yes. LAIF transactions completed by 10:00 a.m. Monday – Friday will receive same day credit. Also, transactions may be requested 10 calendar days in advance of the effective date.

Can a LAIF account remain open with a zero balance?

Yes. Regular LAIF accounts will remain open with a zero balance unless a request is made to close the account. Bond proceed accounts will automatically be closed when the balance is zero.

Are confirmation numbers provided for each transaction?

Yes. Confirmation numbers are given at the time of the transaction and are also included in the monthly statements.

How do I request changes to my LAIF account?

Address, authorization and banking information change forms are available online at www.treasurer.ca.gov/pmia-laif/laif.asp under “Forms.” Change forms must be signed by two (2) persons authorized by the agency’s resolution and then returned to LAIF. A sample resolution is also available if the authorized signers change. Please contact LAIF staff at 916-653-3001 for further assistance.

How do I request a copy of a statement?

Monthly statements are available online for two years under “Reporting Documents” at www.treasurer.ca.gov/pmia-laif/laif.asp. For requests beyond two years, please contact LAIF staff at 916-653-3001 for assistance.

Are LAIF funds borrowable?

No. "Moneys placed with the Treasurer for deposit in the Local Agency Investment Fund by cities, counties, special districts, nonprofit corporations, or qualified quasi-governmental agencies shall not be subject to either of the following:

- a) Transfer or loan pursuant to Sections 16310, 16312, or 16313.
- b) Impoundment or seizure by any state official or state agency."
(Government Code Section 16429.3)

Will LAIF funds still be available if there is a State budget impasse?

Yes. The Court of Appeal issued a decision on the Jarvis Taxpayers Association v. Connell case on May 29, 2002 where the court held that the Controller may disburse funds during a budget impasse when the state and federal law properly authorizes or requires their payment, despite the absence of a budget act or emergency appropriation. "The right of a city, county, city and county, special district, nonprofit corporation, or quasi-governmental agency to withdraw its deposited moneys from the Local Agency Investment Fund, upon demand, may not be altered, impaired, or denied, in any way, by any state official or state agency based upon the state's failure to adopt a State Budget by July 1 of each new fiscal year." (Government Code section 16429.4)

Is LAIF Considered a 2a7?

No. As a part of the Pooled Money Investment Account (PMIA), LAIF does not exist on its own, it is a subset of the PMIA. Due to this comingling of funds, LAIF is not a 2a7 External Investment Pool (nor is the PMIA/LAIF "2a7 like") and, as such, is exempt from Government Accounting Standards Board (GASB) Rule 72.

Administration

How much are LAIF's administrative costs?

Administrative costs are not to exceed 5% of quarterly earnings of the fund. However, if the 13-week Daily Treasury Bill Rate on the last day of the fiscal year is below 1%, then administrative costs shall not exceed 8% of quarterly earnings of the fund for the subsequent fiscal year. (Government Code Section 16429.1) These fees cover actual costs to administer the LAIF program.

How often are administrative fees assessed and how are they paid?

Administrative fees are assessed quarterly. For each LAIF account, these fees are deducted from quarterly earnings prior to interest posting.

Are there additional fees for wiring funds?

No. LAIF does not charge a fee for wires or book transfers. However, your financial institution may charge a fee for LAIF transfers.

Interest

What's the current interest rate on the Pool?

For current interest rates on the Pool, go to <https://www.treasurer.ca.gov/pmia-laif/historical/daily.pdf>.

What methodology is used to calculate interest (simple maturity, yield to maturity, etc.)?

Interest is calculated on a dollar-day basis to guarantee equitable distribution among all member funds. Dollar-days refers to the amounts deposited and the number of days the amounts remained in LAIF.

How frequently is interest paid?

Interest is paid quarterly and is posted to the LAIF accounts on the 15th of the month, or previous business day if the 15th is a non-working day, after the quarter end (i.e., January 15, April 15, July 15 and October 15).

How are gains and/or losses reported (factored monthly or only when realized)?

Gains and/or losses are reported when realized.

Reporting

How often is the portfolio yield reported to participants?

The portfolio daily yield is updated weekly. See "PMIA Daily Effective yield" at <https://www.treasurer.ca.gov/pmia-laif/historical/daily.pdf> or "PMIA/LAIF Performance" at http://www.treasurer.ca.gov/pmia-laif/performance/pmia-laif_perform.pdf. To receive weekly electronic performance updates, please contact LAIF staff at 916-653-3001 to be added to the subscriber list.

Are administrative fees of the Pool deducted before quoting the yield?

No. The yield is quoted prior to deduction of administrative fees.

Where can I find reporting documents for the Pool?

The following reports can be found at <http://www.treasurer.ca.gov/pmia-laif/pmia/index.asp> under “Reporting Documents”: Disclosure Statements, Market Valuation, Maturity Schedule, Monthly Reports, Quarterly Reports, Annual Reports, and Independent Auditor’s Report by Bureau of State Audits.

Is the Pool insured?

No. However, due to the portfolio’s characteristics, credit risk is minimal.

Securities

Does the Pool provide a written statement of the PMIA Investment Policy?

Yes. A written statement of the PMIA Investment Policy can be found at www.treasurer.ca.gov/pmia-laif/answer/policy.pdf. The policy includes a description of authorized securities, credit standards of investments, allowable maturity range of investments, the maximum allowable dollar weighted average portfolio maturity, the limits of portfolio concentration permitted for each type of security, and the policy on reverse repos.

Is the Pool rated?

No. The Pool is not rated.

Security

What are the safekeeping practices of the Pool?

The Treasurer may place and maintain for safekeeping as a trust deposit with any qualified trust company, other than the depositor bank, or with the Federal Reserve Bank or any branch thereof any securities that have been received by the Treasurer. (Government Code Section 16551) The Treasurer utilizes a custodian bank.

Is the Pool subject to audit by an independent auditor?

Yes. The Pool is audited annually by the Bureau of State Audits and the resulting report is posted to the website at www.treasurer.ca.gov/pmia-laif/reports/bsa.pdf.

Who makes the portfolio decisions?

Investment decisions are made by the State Treasurer and the Investment Division staff of the State Treasurer's Office.

How do the investment managers monitor the credit risk of the securities in the Pool?

A written statement of portfolio management goals, objectives and policies, along with independent market valuations, are used to monitor the credit risk of the securities in the Pool.

How is the Pool monitored?

The Pool is monitored by the Pooled Money Investment Board, Local Investment Advisory Board and the Bureau of State Audits to ensure compliance with written policies.

How often are the portfolio's market and securities value reported?

These values are reported quarterly and can be found at www.treasurer.ca.gov/pmia-laif/reports/quarterly.asp.

What method is used to value the portfolio?

The amortized cost and current value methods are used to value the portfolio.

Does the pool distribute detailed reports of its holdings?

Yes. These reports are distributed on a monthly basis and can be found at www.treasurer.ca.gov/pmia-laif/reports/monthly.asp.

RESOLUTION NO. 2025-__

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CITIES
ASSOCIATION OF SANTA CLARA COUNTY JOINT POWERS AGENCY
ADOPTING A BUDGET RESERVE AND INVESTMENT POLICY**

WHEREAS the Cities Association of Santa Clara County (“Cities Association”) desires to adopt a budget reserve and investment policy to ensure the ongoing financial health of the organization and to responsibly invest any public funds not needed for immediate use; and

WHEREAS, on November 13, 2025, the Cities Association’s Board of Directors held a duly noticed public meeting to consider the proposed budget reserve and investment policy and to receive comment and feedback from the public; and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE CITIES ASSOCIATION THAT:

1. The recitals set forth above are true and correct.
2. The Cities Association’s Board of Directors hereby adopts the following Budget Reserves and Investment Policy, set forth in Appendix A, which shall become effective upon the date of its approval by the Cities Association’s Board of Directors.

ADOPTED this 13th day of November 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTION:

ATTEST:

Vishali Sirkay, Executive Director

APPROVED:

Larry Klein, President, Board of Directors

Resolution of the Board of Directors of the Cities
Association of Santa Clara County Joint Powers Agency
Adopting a Budget Reserves and Investment Policy

Page 1 of 2

APPENDIX A

Budget Reserve and Investment Policy

The following establishes the Cities Association's Budget Reserves and Investment Policy.

Budget Reserves

The Cities Association shall endeavor to create and maintain a budget reserve. The purposes of this budget reserve shall be:

- To ensure that the Cities Association can continue its operations, in the event of unforeseen circumstances, such as a sudden downturn in the economy.
- To demonstrate continued prudent and responsible fiscal management.

The Cities Association shall seek to establish a target of three months of operating expenses as its budget reserve. During its adoption of each fiscal year's budget, the Cities Association's Board of Directors shall assess the organization's budget reserve and shall consult this policy, as needed.

Investment Policy

For any surplus funds, or funds held in its budget reserve, the Cities Association shall make appropriate investments of these funds. The purposes of this investment policy shall be:

- to safeguard principal;
- to meet liquidity needs; and
- to achieve a reasonable return.

To further these goals, except for two months of operating expenses, the Cities Association directs its Executive Director to deposit the agency's available funds in its Local Agency Investment Fund (LAIF) account with the California State Treasurer. During its adoption of each fiscal year's budget, the Cities Association's Board of Directors shall receive a report on its LAIF investment account and its performance over the prior 12 months.



Agenda Item 8: Determine Date of January 2026 Cities Association Meeting

Documents included:

1. Agenda Report



Agenda Item No: 8

Meeting Date: November 13, 2025

January 2026 Cities Association Meeting

To: Board of Directors

Prepared by: Shali Sirkay
Executive Director

SUBJECT: Determining New Date for January 2026 Board of Directors Meeting

BACKGROUND:

The Cities Association typically holds its Board of Directors meeting at 7:00 PM on the second Thursday of the month in the months where a meeting is scheduled. This day has been chosen to avoid conflict with the city council meetings of all fifteen cities in Santa Clara County. *For the month of January only*, the Valley Transportation Authority (VTA) changes the date of its Board of Directors meeting to the second Thursday with a starting time of 5:30 PM. Since some Cities Association Board members also hold seats on the VTA Board of Directors, this creates an issue of achieving quorum at the Cities Association January meeting.

RESEARCH: 2026 Events and Meeting Conflicts On Thursdays in January

Where applicable, only meetings after 12:00 PM are listed below as attending these meetings may pose an issue of arriving at the Cities Association Board of Directors meeting at the scheduled start time of 7:00 PM. Meeting starting times are listed in parentheses.

January 8, 2026 (second Thursday)

1. VTA Board of Directors Meeting (5:30 PM)

January 15 (third Thursday)

1. VTA Administration and Finance Committee (12:00 PM)
2. VTA Policy Advisory Committee (4:00 PM)

January 22 (fourth Thursday)

1. VTA Administration and Finance Committee (12:00 PM)
2. VTA Safety, Security and Transit Planning and Operations Committee (3:00 PM)
3. League of California Cities Mayors and Council Members Academy: Jan 21-23

January 29 (fifth Thursday)

1. United States Conference of Mayors 94th Winter Meeting: Jan 28-30
2. VTA Administration and Finance Committee (12:00 PM)

Potential 2026 Meeting Dates

January (date TBD)

February 12

March 12

April 9

May 14

June 11

August 13

September 10

October 8

November 12

The Cities Association does not meet in July and typically holds its Annual Holiday Party in lieu of a Board of Directors meeting in December.

Side Note: In 2025, the Cities Association October meeting date coincided with the League of California Cities Annual Conference and Expo (October 8-10, 2025). In 2026, this conference will be held September 23-25, 2026 in Anaheim.

RECOMMENDATION:

The Board of Directors may consider changing the date of the January 2026 Board of Directors meeting based on the information staff has collected regarding meeting conflicts with other agencies. Note that this date change may impact the date of the January Legislative Action Committee and City Selection Committee meetings should those meetings also be scheduled for January.



Agenda Item 9: Information Items

Documents included:

1. Legislative Action Committee (LAC) Request for Governor's Signature AB 476 (Gonzalez)
2. Legislative Action Committee (LAC) Request for Governor's Signature AB 670 (Quirk-Silva)
3. Legislative Action Committee (LAC) Request for Governor's Signature AB 726 (Avila Farias)
4. Legislative Action Committee (LAC) Request for Governor's Signature SB 346 (Durazo)



P.O. Box 3144
Los Altos, CA 94024
www.citiesassociation.org

September 24, 2025

The Honorable Gavin Newsom
Governor, State of California
1021 O Street, Ste. 9000
Sacramento, CA 95814

**RE: AB 476 (Gonzalez) - an act pertaining to metal theft.
Request for SIGNATURE**

Dear Governor Newsom,

The Cities Association of Santa Clara County respectfully requests your signature on AB 476, which would deter metal theft in the first instance. This bill creates meaningful progress in protecting public infrastructure critical to the functioning of our communities.

The Cities Association of Santa Clara County is an interjurisdictional joint powers authority comprising members representing all 15 municipal corporations in Santa Clara County: Campbell, Cupertino, Gilroy, Los Altos, Los Altos Hills, Los Gatos, Milpitas, Monte Sereno, Morgan Hill, Mountain View, Palo Alto, San Jose, Santa Clara, Saratoga, and Sunnyvale. A key element of our mission is to act as a collective voice for our cities toward our representatives in Sacramento with respect to our legislative needs. Assemblymember Gonzalez' AB 476 answers our members cities' needs relating to the widely felt harms stemming from the theft of public infrastructure like fire hydrants, manhole covers, electric vehicle chargers, streetlight components, and other devices because of the value of their constituent metal parts.

Our member cities lack the capacity—both on their own, and in concert—to adequately confront the immediate and knock-on costs that arise from the theft of these items, which are key to cities' ability to provide public safety. The theft of manhole covers, for instance, makes our streets unsafe for all roadway users. Streetlight tampering leaves neighborhoods dark at night, encouraging crime. The theft of fire hydrants compromises fire suppression networks at a time of ever-rising fire risk.

Repairing and replacing these items falls to everyday taxpayers, typically through their cities of residence. And yet, even once replaced, these items remain vulnerable to the repeated theft. AB 476 confronts this challenge through a number of new enforcement mechanisms principally designed to change the economic motivation for these thefts. In particular, the bill accomplishes this goal by cutting off easy access to recycling facilities—facilities often beyond the direct regulatory reach of our member cities—where these items would otherwise be fenced.

For the foregoing reasons, the Cities Association respectfully asks that you sign AB 476.

Sincerely,



Larry Klein
President, Cities Association of Santa Clara
Mayor, City of Sunnyvale



J.R. Fruen
Chair, CASSC Legislative Action Committee
Councilmember, City of Cupertino

Cc:

Asm. Marc Berman
Asm. Alex Lee
Asm. Patrick Ahrens
Asm. Ash Kalra
Asm. Gail Pellerin
Asm. Robert Rivas
Sen. Josh Becker
Sen. Dave Cortese
Sen. Aisha Wahab



P.O. Box 3144
Los Altos, CA 94024
www.citiesassociation.org

September 24, 2025

The Honorable Gavin Newsom
Governor, State of California
1021 O Street, Ste. 9000
Sacramento, CA 95814

**RE: AB 670 (Quirk-Silva) - Planning and zoning: housing element; converted affordable housing units.
Request for SIGNATURE**

Dear Governor Newsom,

The Cities Association of Santa Clara County respectfully requests your signature on AB 670, which would encourage more cities to convert market-rate housing to deed-restricted affordable housing. Specifically, this bill would allow cities to count existing multifamily homes that accept a deed-restricted to remain affordable as part of their Annual Progress Reports (APR) detailing progress toward their Regional Housing Needs Allocation (RHNA) in the implementation of their Housing Element of the General Plan.

The Cities Association of Santa Clara County is an interjurisdictional joint powers authority comprising members representing all 15 municipal corporations in Santa Clara County: Campbell, Cupertino, Gilroy, Los Altos, Los Altos Hills, Los Gatos, Milpitas, Monte Sereno, Morgan Hill, Mountain View, Palo Alto, San Jose, Santa Clara, Saratoga, and Sunnyvale. A key element of our mission is to act as a collective voice for our cities toward our representatives in Sacramento with respect to our legislative needs. Assemblymember Quirk-Silva's AB 670 (together with a companion bill by Assemblymember Avila Farias—AB 726) responds to our members' desire to balance meeting state law requirements embedded in our individual RHNA targets, with the very real current needs of residents who cannot wait for new housing production to solve their problems.

The RHNA overwhelmingly focuses on production of net new homes by income affordability level. However, production takes time and can lead to the dislocation of existing residents and businesses in many forms of infill development. By allowing cities to explicitly count existing housing converted to affordable housing through deed-restriction in their APRs, cities will possess a stronger incentive to also *preserve and rehabilitate* older, heavily filtered housing stock that is affordable only because of its age and state of repair. Preserving such homes mitigates displacement risks that are inadequately solved through relocation assistance programs and similar policies that rely primarily on the regulation of new housing production.

For the foregoing reasons, the Cities Association respectfully asks for your signature on AB 670.

Sincerely,



Larry Klein
President, Cities Association of Santa Clara
Mayor, City of Sunnyvale



J.R. Fruen
Chair, CASC Legislative Action Committee
Councilmember, City of Cupertino

Cc:

Asm. Marc Berman
Asm. Alex Lee
Asm. Patrick Ahrens
Asm. Ash Kalra
Asm. Gail Pellerin
Asm. Robert Rivas
Sen. Josh Becker
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September 24, 2025

The Honorable Gavin Newsom
Governor, State of California
1021 O Street, Ste. 9000
Sacramento, CA 95814

**RE: AB 726 (Avila Farias) - Planning and zoning: annual report: rehabilitated units.
Request for SIGNATURE**

Dear Governor Newsom,

The Cities Association of Santa Clara County respectfully requests your signature on AB 726, which would encourage more cities to preserve affordable housing. Specifically, this bill would allow cities to include deed-restricted affordable homes that have been substantially rehabilitated using, in part, public funds, as part of their Annual Progress Reports (APR) detailing progress toward their Regional Housing Needs Allocation (RHNA).

The Cities Association of Santa Clara County is an interjurisdictional joint powers authority comprising members representing all 15 municipal corporations in Santa Clara County: Campbell, Cupertino, Gilroy, Los Altos, Los Altos Hills, Los Gatos, Milpitas, Monte Sereno, Morgan Hill, Mountain View, Palo Alto, San Jose, Santa Clara, Saratoga, and Sunnyvale. A key element of our mission is to act as a collective voice for our cities toward our representatives in Sacramento with respect to our legislative needs. Assemblymember Avila Farias' AB 726 responds to our members' desire to balance meeting state law requirements embedded in our individual RHNA targets, with the very real current needs of residents who cannot wait for new housing production to solve their problems.

The RHNA overwhelmingly focuses on production of net new homes by income affordability level. However, production takes time and can lead to the dislocation of existing residents and businesses in many forms of infill development. By allowing cities to include rehabilitated deed-restricted affordable homes in their APRs, cities will possess a stronger incentive to also *preserve* affordable housing. Preserving such homes mitigates displacement risks and helps foster the rise of additional funds for the purpose of maintaining affordable housing as such.

For the foregoing reasons, the Cities Association proudly asks for your signature on AB 726.

Sincerely,



Larry Klein
President, Cities Association of Santa Clara
Mayor, City of Sunnyvale



J.R. Fruen
Chair, CASSC Legislative Action Committee
Councilmember, City of Cupertino

Cc:

Asm. Marc Berman
Asm. Alex Lee
Asm. Patrick Ahrens
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September 15, 2025

The Honorable Gavin Newsom
Governor, State of California
1021 O Street, Ste. 9000
Sacramento, CA 95814

**RE: SB 346 (Durazo) Local agencies: transient occupancy taxes: short-term rental facilitator.
Request for SIGNATURE**

Dear Governor Newsom,

The Cities Association of Santa Clara County respectfully requests your signature on SB 346, which would better equip cities to enforce local ordinances related short-term rentals, including the collection and remittance of transient occupancy taxes (TOT).

Cities Association of Santa Clara County is an interjurisdictional joint powers authority comprising members representing all 15 municipal corporations in Santa Clara County: Campbell, Cupertino, Gilroy, Los Altos, Los Altos Hills, Los Gatos, Milpitas, Monte Sereno, Morgan Hill, Mountain View, Palo Alto, San Jose, Santa Clara, Saratoga, and Sunnyvale. A key element of our mission is to act as a collective voice for our cities toward our representatives in Sacramento with respect to our legislative needs. Senator Durazo's SB 346 answers our members cities' needs relating to the administration of short-term rentals and transient occupancy taxes.

Short-term rentals are regulated exclusively at the local level via the adoption of an ordinance that often includes regulations on permitting, tax compliance, noise, parking, occupancy, as well as other responsibilities for hosts and short-term rental facilitators. In some instances, ordinances limit the number of short-term rentals allowed to operate lawfully; other ordinances ban short-term rentals entirely.

Short-term rentals can present numerous challenges to neighborhoods and adjacent property owners. They may create additional noise, traffic, parking, and public safety issues, decrease available housing stock, and in some cases turn residential neighborhoods into de-facto hotel rows, collectively creating additional demands on local public service providers.

Unfortunately, the enforcement of TOT ordinances and the collection and remittance of these taxes from short-term rentals can be inconsistent, even when voluntary collection agreements are in place with a short-term rental facilitator. Cities lack access to property addresses or other property-related information, even under these agreements, resulting in a difficult choice to either accept tax payments without any way to verify their accuracy and legality or collect taxes directly from property owners—a

costly and time-consuming process. Meanwhile, short-term rental facilitators have full knowledge of these properties' locations and resist disclosing this information. Cities can only compel short-term rental facilitators to disclose this critical information through certain legal action, such as subpoenas. This is not how oversight of public dollars should work.

SB 346 would address the above issues by providing cities with the physical address of each short-term rental listed on the facilitator's website and full audit authority of TOT dollars. These changes would ensure the correct amount of TOT is being collected and remitted and would allow for more efficient enforcement against unlicensed units.

For these reasons, the Cities Association requests your signature on SB 346.

Sincerely,



Larry Klein
President, Cities Association of Santa Clara
Mayor, City of Sunnyvale



J.R. Fruen
Chair, CASC Legislative Action Committee
Councilmember, City of Cupertino

Cc:

Asm. Marc Berman
Asm. Alex Lee
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Asm. Robert Rivas
Sen. Josh Becker
Sen. Dave Cortese
Sen. Maria Elena Durazo
Sen. Aisha Wahab