CITIES ASSOCIATION OF SANTA CLARA COUNTY

BOARD OF DIRECTORS MEETING
AUGUST 13, 2026, 7 pm

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

Tina Walia, President
City of Saratoga

Anne Bybee
City of Campbell

Liang Chao
City of Cupertino

Sally Meadows
City of Los Altos

Carmen Montano
City of Milpitas

Ken Toren
City of Monte Sereno

Mark Turner
City of Morgan Hill

Ellen Kamei
City of Mountain View

Vicki Veenker
City of Palo Alto

Rosemary Kamei
City of San Jose

Rajiv Bhateja
Town of Los Altos Hills

Kelly Ramirez
City of Gilroy

Rob Moore
Town of Los Gatos

Kelly Cox
City of Santa Clara

Larry Klein
City of Sunnyvale

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 (Zoom)**
- **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.*

Mayor Mark Turner will attend via teleconference from Mayor's Office, Morgan Hill City Hall, 17575 Peak Ave., Morgan Hill, CA 95037. This teleconference location is open to the public and any member of the public may address the Board of Directors from the teleconference location.

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WELCOME & CALL TO ORDER – (WALIA)

ROLL CALL

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.

1. Consent Agenda (Action)

a. Approval of Minutes from May 14, 2026 Board of Directors meeting

Recommendation: Review and consider approval of minutes from May 14, 2026 Board of Directors meeting

Attachment:

Minutes from May 14, 2026 Board of Directors meeting

b. Approval of Minutes from June 11, 2026 Special Board of Directors meeting

Recommendation: Review and consider approval of minutes from June 11, 2026 Special Board of Directors meeting

Attachment:

Minutes from June 11, 2026 Special Board of Directors Meeting

c. Financial Policies

Recommendation: Approve and adopt Resolution # 2026-06 and Resolution # 2026-07 adopting the Financial Policies for the Cities Association of Santa Clara County, as presented.

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Attachments:

- Incidental and Prohibited Purchases Policy
- Donations and Sponsorships Policy
- Resolution # 2026-06 Resolution of the Board Of Directors of the Cities Association Of Santa Clara County Joint Powers Agency adopting an Incidental and Prohibited Purchases Policy
- Resolution # 2026-07 Resolution of the Board Of Directors of the Cities Association Of Santa Clara County Joint Powers Agency adopting a Donations and Sponsorships Policy

2. President Update (Information)

Recommendation: Receive update from President Tina Walia

3. Interim Executive Director Consultant Recruitment and Contract Approval (Action)

Recommendation: Approve the Professional Services Agreement with Pamela T. Wu for Interim Executive Director consultant services and authorize the President to execute the agreement.

Attachment: Professional Services Agreement between the Cities Association of Santa Clara County and Pamela T. Wu

4. E-Bikes (Information and Discussion)

Guest Speakers:

a. Alisa Campbell, Prevention Program Analyst, Active and Safe Communities, County of Santa Clara Public Health Department

b. Brandon Sanchez, Chief of Police, City of Gilroy

Recommendation: Receive presentation from Alisa Campbell and Chief Sanchez

Attachments:

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- Bio: Alisa Campbell
- Bio: Chief Brandon Sanchez
- E-Bikes General Information and Resources
- E-Bikes Brochure: Santa Clara County Sheriff's Office

5. Presentation and overview of Connect Bay Area Act (SB 63) (Information and Discussion)

Guest Speakers:

a. Pat Burt, Council Member, City of Palo Alto, and MTC Commissioner appointed by City Selection Committee

b. Sam Sargent, Director, Strategy and Transformation, VTA

Recommendation: Receive update from Council Member Pat Burt and VTA Director Sam Sargent

Attachments:

- Bio Council Member Pat Burt
- Bio Sam Sergant
- SB 63: Connect Bay Area Act Fact Sheet

6. Legislative Action Committee Update (Action)

Recommendation: Receive update from Legislative Action Committee Chair Rob Moore and consider action as requested by Chair Moore

a. SB 936 (Blakespear): Nitrous Oxide: sales

b. SB 758 (Umberg): Public Health: nitrous oxide

c. SB 1370 (Stern): Covered wildfire mitigation projects

d. SB 1125 (Menjivar): Water Rate Assistance Program

e. AB 387 (Alanis): Nevaeh Youth Sports Safety Act

f. SB 1117 (Cervantes): Accessory dwelling units and junior accessory dwelling units

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7. Santa Clara County Update (Information)

Recommendation: Receive update from SCC Director of Civic & Community Engagement Steve Preminger

8. Santa Clara County City Managers Association Update (Information)

Recommendation: Receive update from City Manager Leslie Arroyo

9. Executive Director Update (Information)

Recommendation: Receive update

10. Joys and Challenges (Information)

Recommendation: Share joys and challenges with the group

INFORMATION ITEMS:

1. Letter of support for AB 1821
2. Letter of support for AB 2296
3. Letter of support for SB 1167
4. Letter of support for SB 949
5. Letter of support for AB 2385
6. Letter of support for AB 1708
7. Letter of support for SB 922

ADJOURN (WALIA)

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PUBLIC PARTICIPATION OPTIONS

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   - 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
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ACCESSIBILITY

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REGULAR MEETING
BOARD OF DIRECTORS

CITIES ASSOCIATION
OF SANTA CLARA COUNTY

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

MAY 14, 2026
7:00 PM

AGENDA IN BLACK/MINUTES IN RED

Meeting Information:

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  - Passcode: 519682
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WELCOME & CALL TO ORDER – (WALIA)

Meeting called to order at 7:03 PM

ROLL CALL (SIRKAY)

Board Members Present (13):

Campbell	Anne Bybee
Cupertino	Liang Chao
Gilroy	Kelly Ramirez (left at 9:04 PM)
Los Altos	Sally Meadows
Los Gatos	Rob Moore
Milpitas	Carmen Montano (left 9:00 PM)
Monte Sereno	Lisa Shannon*
Morgan Hill	Mark Turner (left at 9:04 PM)
Mountain View	Chris Clark*
Palo Alto	Vicki Veenker (left at 8:23 PM)
San Jose	Rosemary Kamei
Saratoga	Tina Walia
Sunnyvale	Larry Klein

*Alternate

Board Members Absent: (2)

Los Altos Hills	Rajiv Bhateja
Santa Clara	Kelly Cox

Also Present (3):

Leslie Arroyo	Acting City Manager, Saratoga
Jannie Quinn	CASCC Co-Legal Counsel, Renne Public Law Group
Shali Sirkay	Executive Director

Members of the Public Present (3):

Alex	Staff, City of Sunnyvale
"Roland"	(online)
Ken Dueker	Director of Emergency Services, Palo Alto
Zach Hilton	Mayor Pro Tempore, Gilroy
Victoria Ketell	Staff, City of Sunnyvale
Tim Kirby	City Manager, Sunnyvale
William Lam	Councilmember, Milpitas
Neelima Palacherla	CEO, LAFCO
Steve Preminger	Director, Community & Civic Engagement, SCC
Andrew Young	Emergency Svcs & Volunteer Coordinator, Gilroy

ORAL COMMUNICATIONS FROM THE PUBLIC ON NONAGENDIZED ITEMS

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None

AGENDA

1. **Consent Agenda (Action)**

   Recommendation:

   Review and consider approval of minutes from April 9, 2026 Board of Directors meeting

   Attachment:

   a. Minutes from April 9, 2026 Board of Directors meeting

   Motion to *approve the minutes of the April 9, 2026 Board of Directors meeting as presented*

   By Turner

   Second by Veenker

   AYES: 13

   NAYS: 0

   ABSTENTIONS: 0

   ABSENT: 2 (Bhateja, Cox)

   Motion passes 13-0-0-2

2. **President Update (Information)**

   Recommendation: Receive update from President Tina Walia

3. **Emergency Preparedness, Response and Recovery (Information and Discussion)**

   Guest Speakers:

   - Ken Dueker, Director of Emergency Services, City of Palo Alto
   - Andrew Young, Emergency Services and Volunteer Coordinator, City of Gilroy

   Recommendation: Receive presentations from two member city Emergency Services Managers.

   Attachments:

   a. Bio: Ken Dueker, Director of Emergency Services, City of Palo Alto

   b. Bio: Andrew Young, Emergency Services and Volunteer Coordinator, City of Gilroy

4. **Executive Director Transition Plan (Action)**

   Recommendations:

   a. Authorize the Executive Committee to commence a recruitment for interim Executive Services on behalf of the Cities Association and authorize the President to negotiate and execute an

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agreement for temporary services within the adopted budget, subject to the review and approval of General Counsel.

b. Authorize the President to commence a formal recruitment process for a new Executive Director.

c. Approve a budget adjustment to increase this year's budget for legal expenses by $10,000 for a total of $73, 900.

Attachment:

a. Agenda Report: Executive Director Transition Plan

Motion to *allow Board President Tina Walia to finalize the Executive Director job description on May 28, 2026, hire an interim Executive Director and increase the budget for legal counsel by $10,000*

By Ramirez

Second by Meadows

AYES: 12

NAYS: 0

ABSTENTIONS: 0

ABSENT: 3 (Bhateja, Cox, Veenker)

Motion passes 12-0-0-3

5. Local Agency Formation Commission (LAFCO) Update (Information)

Guest Speakers:

- Mark Turner, Mayor, City of Morgan Hill, and LAFCO Commissioner appointed by City Selection Committee
- Zach Hilton, Mayor Pro Tempore, City of Gilroy, and LAFCO Alternate Commissioner appointed by City Selection Committee

Recommendation: Receive LAFCO update from Mayor Mark Turner and Mayor Pro Tempore Zach Hilton.

Attachments:

a. Bio: Mark Turner

b. Bio: Zach Hilton

c. LAFCO Information

d. LAFCO Brochure

e. Santa Clara County LAFCO Map

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6. Legislative Action Committee Update (Action)

   Recommendation: Receive update from Legislative Action Committee Chair Rob Moore and consider action as requested by Chair Moore

   a. AB 1821 (Pacheco): California Public Records Act: agency response time
   b. AB 2296 (Papan): Planning and zoning: housing element: regional housing needs allocation
   c. SB 1167 (Blakespear): Vehicles: electric bicycles
   d. SB 949 (Becker): Environmental protection: Natural Resources Agency: resource of statewide significance: Santa Cruz Mountains.
   e. AB 1708 (Solache): Homeless Housing, Assistance, and Prevention program: smaller jurisdictions
   f. SB 922 (Laird): Vehicles: local agency charges: use of streets or highways.
   g. AB 2385 (Petrie-Norris): Local reconstruction agencies.

   Motion to *approve the positions on bills as recommended by the Legislative Action Committee*

   By Moore

   Second by Klein

   AYES: 6 (Chao, Clark, Klein, Moore, Shannon, Walia)

   NAYS: 0

   ABSTENTIONS: 3 (Bybee, R. Kamei, Meadows)

   ABSENT: 6 (Bhateja, Cox, Montano, Ramirez, Turner, Veenker)

7. Santa Clara County Update (Information)

   Recommendation: Receive update from SCC Dir. of Civic & Community Engagement Steve Preminger

8. Santa Clara County City Managers Association Update (Information)

   Recommendation: Receive update from Saratoga Acting City Manager Leslie Arroyo

   Public comment given by "Roland"

9. Executive Director Update (Information)

   Recommendation: Receive update from Executive Director Shali Sirkay

10. Joys and Challenges (Information)

    Recommendation: Share joys and challenges with the group

INFORMATION ITEMS:

1. Letter of support for AB 1761 (Rogers)
2. Letter of support for AB 2517 (Calderon)
3. Letter of support for SB 1159 (Cabaldon)
4. Santa Clara County Planning Collaborative Update

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ADJOURN (WALIA)

Meeting adjourned at 9:20 PM

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DRAFT MEETING MINUTES IN RED

CITIES ASSOCIATION OF SANTA CLARA COUNTY, BOARD OF DIRECTORS SPECIAL MEETING, JUNE 11, 2026

WELCOME & CALL TO ORDER – (WALIA)

President Walia called the meeting to order at 5:56 pm

ROLL CALL

Board Members Present (11/15):
Anne Bybee (Vice Mayor, City of Campbell), Sheila Mohan (Council Member, City of Cupertino), Sally Meadows (Mayor, City of Los Altos), Ken Toren (Council Member, City of Monte Sereno), Mark Turner (Mayor, City of Morgan Hill), Vicki Veenker (Mayor, City of Palo Alto), Rosemary Kamei (Council Member, City of San Jose), Rajiv Bhateja (Mayor, Town of Los Altos Hills), Rob Moore (Mayor, Town of Los Gatos), Tina Walia (Vice Mayor, City of Saratoga), Larry Klein (Mayor, City of Sunnyvale)

ORAL COMMUNICATIONS FROM THE PUBLIC ON NONAGENDIZED ITEMS

None

AGENDA

1. Emergency Preparedness, Response, and Recovery: Leading Through Crisis — What Every Council Member Needs to Know

ADJOURN (WALIA)

President Walia adjourned the meeting at 8:05 pm

Minutes respectfully submitted by:
Tina Walia, Board President, CASCC

BOARD OF DIRECTORS MEETING
Meeting Date: August 13, 2026
Agenda Item: 1c
Prepared by: Tina Walia, Board President
Rosemary Kamei, Secretary/Treasurer

SUBJECT: Financial Policies

RECOMMENDATION:

Approve and adopt Resolution # 2026-06 and Resolution # 2026-07 adopting the Financial Policies for the Cities Association of Santa Clara County, as presented.

BACKGROUND:

To strengthen financial governance and establish consistent financial systems and practices, the Cities Association is developing a series of financial policies to provide a clear framework for financial management, accountability, and decision-making.

The Executive Committee reviewed the attached policies at the July 30, 2026, meeting and recommends their adoption by the Board:

- Incidental and Prohibited Purchases Policy
- Donations and Sponsorships Policy

FISCAL IMPACT:
There is no direct fiscal impact associated with this item. Adoption of these policies will strengthen the Association's financial governance and internal controls.

RECOMMENDATION:
Approve and adopt Resolution # 2026-06 and Resolution # 2026-07 adopting the Financial Policies for the Cities Association of Santa Clara County:
a. Incidental and Prohibited Purchases Policy
b. Donations and Sponsorships Policy

ATTACHMENTS:

1. Incidental and Prohibited Purchases Policy
2. Donations and Sponsorships Policy

3. Resolution # 2026-06, Resolution of the Board Of Directors of the Cities Association Of Santa Clara County Joint Powers Agency adopting an Incidental and Prohibited Purchases Policy
4. Resolution # 2026-07, Resolution of the Board Of Directors of the Cities Association Of Santa Clara County Joint Powers Agency adopting a Donations and Sponsorships Policy

CITIES ASSOCIATION OF SANTA CLARA COUNTY BOARD OF DIRECTORS POLICIES AND PROCEDURES

SUBJECT: INCIDENTAL AND PROHIBITED PURCHASING POLICY

EFFECTIVE DATE:

PURPOSE

This policy establishes the circumstances under which incidental purchases may be made using Cities Association (Association) funds and identifies categories of purchases that are strictly prohibited using Association funds, regardless of procurement method or funding source.

SECTION 1: INCIDENTAL PURCHASES

Incidental purchases are defined as non-repetitive purchases of insignificant consequence, such as food, decorations, flowers, gifts, greeting cards, etc., often related to some type of event or meeting. Under the following circumstances, incidental purchases may be made using Association funds:

- Purchases of meals for Board of Directors and staff required to attend during any meeting where breaks cannot be accommodated, provided that the meeting extends through times commonly reserved for lunch and/or dinner.
- Purchases made as gestures of appreciation to Board of Directors at the end of their membership. The purchase amount shall not exceed the amount allowed for plaques, trophies or awards under State law.
- Purchases of lunch and refreshments for members of recruitment oral boards.
- Purchases related to official Association events or programs that have been approved as part of the Board of Director's annual work plan or event calendar.

SECTION 2: PROHIBITED PURCHASES

The following items are **strictly prohibited** from purchase using Association funds, regardless of the procurement method or the funding source:

- Alcoholic beverages.
- Purchases of any kind not in direct support of Board of Director goals or Association Programs or Events.

CITIES ASSOCIATION OF SANTA CLARA COUNTY BOARD OF DIRECTORS POLICIES AND PROCEDURES

SUBJECT: DONATIONS AND SPONSORSHIPS

EFFECTIVE DATE:

PURPOSE

This policy is meant to assist the Cities Association in remaining fair and objective as it pursues and evaluates donations or sponsorships for its programs and events.

INTRODUCTION

The Cities Association (Association) holds various programs and events that benefit its member agencies. Donations and sponsorships, such as advertising in Association promotional materials or publications, sponsoring a special event, or donating space or facilities, can be an effective means of offsetting the costs of these programs and events. Donations provide an opportunity to develop partnerships with businesses and organizations that share the Association's commitment to providing high quality services to its members.

DEFINITIONS

Sponsorship: A "sponsorship" typically includes the sponsor's financial contribution and involvement in a particular event or activity, with associated recognition between the sponsor and the Association for financial contribution. In kind sponsorships in the form of donations are also defined as a sponsorship.

Sponsor: A company, organization or individual who provides the Association with funding support in the form of a donation or sponsorship, and expects recognition in return.

Sponsorship Agreement: A negotiated agreement between the Association and a company, organization, or individual whereby the Association makes a sponsorship opportunity available and enters into an agreement with a company, organization or individual to pay a fee in cash, products, services or a combination thereof, for recognition rights.

AUTHORITY

The authority to establish a Donation and Sponsorship Policy rests with the Cities Association Board of Directors. Monetary or in-kind donations or sponsorship to Association programs, events or activities may result in State law gift reporting requirements by members of the Association Board, its committees or individual participating government officials or employees. Some donations or sponsorships may only involve programs, events or activities of the Association that benefit the public generally or the member cities of the association and will not trigger individual reporting requirements for individual officials or employees of the members.

Whenever a donation or sponsorship is accepted as set forth in this policy, the President and the Secretary/Treasurer, with input from the Executive Committee when necessary, shall determine whether there is a reasonable likelihood that the per person gift reporting threshold as established by State law will be exceeded. If the gift threshold is exceeded, attendees or participants shall be informed of the need to report the per person value of the gift, and the Association shall provide a statement of the reasonable value estimate of the gift either at the time of the program, event or activity or within three weeks.

The authority for approval of specific sponsorship agreements will be based upon value of sponsorship contract as outlined below:

1. Sponsorship contracts with a total value of up to Five Thousand Dollars ($5,000) may be authorized and approved by the President of the Cities Association.
2. Sponsorship contracts with a total value of over Five Thousand Dollars ($5,000) must be approved by the Cities Association Executive Committee.

SPONSORSHIP OPPORTUNITIES (include, but are not limited to)

1. **Programs:** Sponsorship of Association programs provides the opportunity for the sponsor's name and logo to appear in advertising and marketing materials related to the program, such as: printed materials, website references, and any media related to the Program. Additionally, it includes the opportunity for sponsor's name and logo to be included on T-shirts and supplies provided by and/or used during the program.
2. **Special Events:** Sponsorship of an Association event provides the sponsor with the opportunity to include sponsor's name and logo in advertising and marketing materials related to the event, including printed materials, website references, and any media related to the special event.

POLICY

It is the Association's policy that:

1. Program and event sponsorship agreements will exist in accordance with guidelines and procedures set forth in this policy.
2. Program and event sponsorships must support and be compatible with the Association's existing mission, goals, and policies.
3. Terms will be determined on an individual basis to provide the Association with the greatest flexibility in negotiating agreements that best serve the Association.
4. The Association reserves the right to reject any and all sponsorship proposals.

CRITERIA

The Association may use, but is not limited to, the following criteria when evaluating a sponsorship proposal. In all cases, the Association reserves the right to reject any and all sponsors and sponsorship proposals.

1. Sponsorship programs and sponsorship recognition guidelines shall set forth the conditions of acceptance of funds. Conditions shall be fair, impartial and shall not discriminate on the basis of race, sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity, national origin, or political views of the proposed sponsor.
2. The compatibility of the potential sponsor's products and services with the Association's existing goals and policies.
3. The existence of potential conflict of interest or appearance of conflict of interest between sponsor and Association.
4. The value of the sponsorship in relation to the sponsor's received benefits.

RESTRICTIONS

The purpose of these restrictions is to ensure that the Association has the ability to decline potential sponsors in a fair and objective manner.

1. In general, religious and political organizations are not eligible for sponsorships with the Association, nor are businesses, organizations or individuals whose primary products are

firearms, tobacco, alcohol, pornographic material, and/or any other subject matter not deemed appropriate by the Association.

2. No sponsorship agreement will permit the use of the Cities Association logo, seal, to be reproduced or distributed in any manner by the sponsor without written permission from the Association for that specific release.
3. The Association cannot guarantee the tax deductibility of a donation but may provide the donating party with a letter of acknowledgment and a statement of the intended use. The Association cannot validate the donor's estimate of the fair market value of a non-cash donation.

RESOLUTION NO. 2026-06

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CITIES ASSOCIATION OF SANTA CLARA COUNTY JOINT POWERS AGENCY ADOPTING INCIDENTAL AND PROHIBITED PURCHASES POLICY

WHEREAS, the Cities Association of Santa Clara County Joint Powers Agency ("Cities Association") desires to adopt written financial policies to provide guidance to Cities Association officers, board and committee members, contractors and others acting on behalf of the Cities Association; and

WHEREAS, such written financial policies promote accountability and effective and transparent operation of the Cities Association; and

WHEREAS, the operations of the Cities Association requires expenditures by the Cities Association, its officers, board or committee members, contractors or others acting on behalf of the Cities Association to assist its operations, activities or programs; and

WHEREAS, the Cities Association desires to establish a policy establishing guidelines and procedures for such expenditures,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE CITIES ASSOCIATION THAT:

1. The Incidental and Prohibited Purchases Policy attached to this Resolution as Exhibit A is hereby adopted.

2. The Donations and Sponsorships Policy shall become effective immediately upon adoption by the Cities Association Board of Directors.

ADOPTED this 13th day of August 2026, by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTION:

ATTEST:

_____

Rosemary Kamei, Secretary/Treasurer

APPROVED:

_____

Tina Walia, President

CITIES ASSOCIATION OF SANTA CLARA COUNTY BOARD OF DIRECTORS POLICIES AND PROCEDURES

SUBJECT: INCIDENTAL AND PROHIBITED PURCHASING POLICY

EFFECTIVE DATE:

PURPOSE

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SECTION 1: INCIDENTAL PURCHASES

Incidental purchases are defined as non-repetitive purchases of insignificant consequence, such as food, decorations, flowers, gifts, greeting cards, etc., often related to some type of event or meeting. Under the following circumstances, incidental purchases may be made using Association funds:

- Purchases of meals for Board of Directors and staff required to attend during any meeting where breaks cannot be accommodated, provided that the meeting extends through times commonly reserved for lunch and/or dinner.
- Purchases made as gestures of appreciation to Board of Directors at the end of their membership. The purchase amount shall not exceed the amount allowed for plaques, trophies or awards under State law.
- Purchases of lunch and refreshments for members of recruitment oral boards.
- Purchases related to official Association events or programs that have been approved as part of the Board of Director's annual work plan or event calendar.

SECTION 2: PROHIBITED PURCHASES

The following items are **strictly prohibited** from purchase using Association funds, regardless of the procurement method or the funding source:

- Alcoholic beverages.
- Purchases of any kind not in direct support of Board of Director goals or Association Programs or Events.

RESOLUTION NO. 2026-07

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CITIES ASSOCIATION OF SANTA CLARA COUNTY JOINT POWERS AGENCY ADOPTING DONATIONS AND SPONSORSHIPS POLICY

WHEREAS, the Cities Association of Santa Clara County Joint Powers Agency ("Cities Association") desires to adopt written financial policies to provide guidance to Cities Association officers, board and committee members, contractors and others acting on behalf of the Cities Association; and

WHEREAS, such written financial policies promote accountability and effective and transparent operation of the Cities Association; and

WHEREAS, the Cities Association at times is offered donations or sponsorships both monetary and in kind to further its operations, activities or programs; and

WHEREAS, the Cities Association desires to establish a policy establishing procedures for the acceptance and use of such donations or sponsorships,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE CITIES ASSOCIATION THAT:

1. The Donations and Sponsorships Policy attached to this Resolution as Exhibit A is hereby adopted.

2. The Donations and Sponsorships Policy shall become effective immediately upon adoption by the Cities Association Board of Directors.

ADOPTED this 13th day of August 2026, by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTION:

ATTEST:

_____

Rosemary Kamei, Secretary/Treasurer

APPROVED:

_____

Tina Walia, President

CITIES ASSOCIATION OF SANTA CLARA COUNTY BOARD OF DIRECTORS POLICIES AND PROCEDURES

SUBJECT: DONATIONS AND SPONSORSHIPS

EFFECTIVE DATE:

PURPOSE

This policy is meant to assist the Cities Association in remaining fair and objective as it pursues and evaluates donations or sponsorships for its programs and events.

INTRODUCTION

The Cities Association (Association) holds various programs and events that benefit its member agencies. Donations and sponsorships, such as advertising in Association promotional materials or publications, sponsoring a special event, or donating space or facilities, can be an effective means of offsetting the costs of these programs and events. Donations provide an opportunity to develop partnerships with businesses and organizations that share the Association's commitment to providing high quality services to its members.

DEFINITIONS

Sponsorship: A "sponsorship" typically includes the sponsor's financial contribution and involvement in a particular event or activity, with associated recognition between the sponsor and the Association for financial contribution. In kind sponsorships in the form of donations are also defined as a sponsorship.

Sponsor: A company, organization or individual who provides the Association with funding support in the form of a donation or sponsorship, and expects recognition in return.

Sponsorship Agreement: A negotiated agreement between the Association and a company, organization, or individual whereby the Association makes a sponsorship opportunity available and enters into an agreement with a company, organization or individual to pay a fee in cash, products, services or a combination thereof, for recognition rights.

AUTHORITY

The authority to establish a Donation and Sponsorship Policy rests with the Cities Association Board of Directors. Monetary or in-kind donations or sponsorship to Association programs, events or activities may result in State law gift reporting requirements by members of the Association Board, its committees or individual

participating government officials or employees. Some donations or sponsorships may only involve programs, events or activities of the Association that benefit the public generally or the member cities of the association and will not trigger individual reporting requirements for individual officials or employees of the members.

Whenever a donation or sponsorship is accepted as set forth in this policy, the President and the Secretary/Treasurer, with input from the Executive Committee when necessary, shall determine whether there is a reasonable likelihood that the per person gift reporting threshold as established by State law will be exceeded. If the gift threshold is exceeded, attendees or participants shall be informed of the need to report the per person value of the gift, and the Association shall provide a statement of the reasonable value estimate of the gift either at the time of the program, event or activity or within three weeks.

The authority for approval of specific sponsorship agreements will be based upon value of sponsorship contract as outlined below:

1. Sponsorship contracts with a total value of up to Five Thousand Dollars ($5,000) may be authorized and approved by the President of the Cities Association.
2. Sponsorship contracts with a total value of over Five Thousand Dollars ($5,000) must be approved by the Cities Association Executive Committee.

SPONSORSHIP OPPORTUNITIES (include, but are not limited to)

1. **Programs:** Sponsorship of Association programs provides the opportunity for the sponsor's name and logo to appear in advertising and marketing materials related to the program, such as: printed materials, website references, and any media related to the Program. Additionally, it includes the opportunity for sponsor's name and logo to be included on T-shirts and supplies provided by and/or used during the program.
2. **Special Events:** Sponsorship of an Association event provides the sponsor with the opportunity to include sponsor's name and logo in advertising and marketing materials related to the event, including printed materials, website references, and any media related to the special event.

POLICY

It is the Association's policy that:

1. Program and event sponsorship agreements will exist in accordance with guidelines and procedures set forth in this policy.
2. Program and event sponsorships must support and be compatible with the Association’s existing mission, goals, and policies.
3. Terms will be determined on an individual basis to provide the Association with the greatest flexibility in negotiating agreements that best serve the Association.
4. The Association reserves the right to reject any and all sponsorship proposals.

CRITERIA

The Association may use, but is not limited to, the following criteria when evaluating a sponsorship proposal. In all cases, the Association reserves the right to reject any and all sponsors and sponsorship proposals.

1. Sponsorship programs and sponsorship recognition guidelines shall set forth the conditions of acceptance of funds. Conditions shall be fair, impartial and shall not discriminate on the basis of race, sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity, national origin, or political views of the proposed sponsor.
2. The compatibility of the potential sponsor's products and services with the Association's existing goals and policies.
3. The existence of potential conflict of interest or appearance of conflict of interest between sponsor and Association.
4. The value of the sponsorship in relation to the sponsor's received benefits.

RESTRICTIONS

The purpose of these restrictions is to ensure that the Association has the ability to decline potential sponsors in a fair and objective manner.

1. In general, religious and political organizations are not eligible for sponsorships with the Association, nor are businesses, organizations or individuals whose primary products are firearms, tobacco, alcohol, pornographic material, and/or any other subject matter not deemed appropriate by the Association.
2. No sponsorship agreement will permit the use of the Cities Association logo, seal, to be reproduced or distributed in any manner by the sponsor without written permission from the Association for that specific release.
3. The Association cannot guarantee the tax deductibility of a donation but may provide the donating party with a letter of acknowledgment and a statement of the intended use. The Association cannot validate the donor’s estimate of the fair market value of a non-cash donation.

BOARD OF DIRECTORS MEETING
Meeting Date: August 13, 2026
Agenda Item: 3
Prepared by: Tina Walia, Board President

SUBJECT: Interim Executive Director Consultant Recruitment and Contract Approval

RECOMMENDATION:

Approve the Professional Services Agreement with Pamela T. Wu for Interim Executive Director consultant services and authorize the President to execute the agreement.

BACKGROUND:

At the May 14, 2026 Board meeting, the Board authorized the Executive Committee to commence a recruitment process for Interim Executive Director consultant services and authorized the President to negotiate and execute a temporary professional services agreement within the adopted budget, subject to review and approval by General Counsel.

The Joint Powers Agency Agreement for the Cities Association of Santa Clara County ("JPA") requires the Board to contract with a consultant or independent contractor to fulfill the duties of Executive Director.

RECRUITMENT PROCESS:

Following Board authorization, the Executive Committee met on May 28, 2026, to discuss and finalize the scope of services, recruitment timeline, application process, and candidate screening and interview procedures. The Executive Committee established an ad hoc committee consisting of current President Tina Walia and Immediate Past President Larry Klein to conduct applicant screening, interviews, and reference checks, and to present a recommended candidate to the Executive Committee.

The recruitment opportunity was posted on the Cities Association website, distributed to Board members and City Managers, and advertised through additional online recruitment sites.

A total of 12 applications were received for the provision of Interim Executive Director consultant services. The ad hoc committee reviewed all applications, and based on their qualifications and experience, six candidates were selected for interviews. Following the interviews, two references were contacted for each finalist.

On July 30, 2026, the finalists were presented to the Executive Committee, which identified its recommended candidate and authorized the Board President to negotiate the professional services agreement. The Board President, in consultation with General Counsel, negotiated the professional services agreement with the recommended candidate.

The negotiated professional services agreement is now presented to the Board for consideration and approval.

CONCLUSION: Interim Executive Director services are necessary to ensure continuity of the Cities Association's operations while the recruitment for a permanent Executive Director is completed.

FISCAL IMPACT: The Board previously approved an annual budget item for Executive Director services for the fiscal year 2026-2027 in the amount of $130,000. The proposed agreement is within the budget previously approved by the Board.

RECOMMENDATION:

Approve the Professional Services Agreement with Pamela T. Wu for Interim Executive Director consultant services and authorize the President to execute the agreement.

ATTACHMENT: Professional Services Agreement between the Cities Association of Santa Cara County and Pamela T. Wu

AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES BETWEEN THE CITIES ASSOCIATION OF SANTA CLARA COUNTY JOINT POWERS AGENCY AND PAMELA T. WU

This AGREEMENT is dated for identification August 13, 2026, by and between the CITIES ASSOCIATION OF SANTA CLARA COUNTY JOINT POWERS AGENCY, ("CASCC JPA"), and PAMELA T. WU, an individual ("CONSULTANT").

RECITALS

The following recitals are a substantive portion of this AGREEMENT:

1. The CASCC JPA is a joint powers agency governed by the Joint Exercise of Powers Act and comprised of cities in Santa Clara County, California. Its functions include dealing with issues of common interest to all cities, and monitoring legislation and lobbying; and

2. The CASCC JPA desires to continue to retain a consultant to provide Executive Director services and CONSULTANT has the necessary professional expertise and skill to perform these services; and

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

THE PARTIES HEREBY AGREE AS FOLLOWS:

SECTION 1. SCOPE OF SERVICES.

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

SECTION 2. TERM OF AGREEMENT.

The term of this AGREEMENT shall be a period of 6 calendar months from the date executed by both parties_____, but in no case longer than an expiration date of February 28, 2027, subject to the provisions of Section 9 of this AGREEMENT unless amended in writing by the parties.

SECTION 3. COMPENSATION.

The maximum compensation to be paid to CONSULTANT, shall not exceed payment for Six Hundred and Thirty (630) hours paid at a rate of One Hundred Two dollars and no cents per hour ($102.00 per hour). The rate and schedule of payment is further set out in EXHIBIT B, entitled

"COMPENSATION." which is attached hereto and incorporated herein.

SECTION 4. METHOD OF PAYMENT.

Within 10 days of the end of each calendar month under this AGREEMENT, CONSULTANT shall furnish to CASCC JPA a brief statement of the work performed for compensation during the preceding month, indicating the hours worked and describing the work performed. Once the statement has been reviewed by the President or designee, payment will be made to CONSULTANT 30 days from the date the statement of work is submitted.

SECTION 5. INDEPENDENT CONTRACTOR.

The parties agree that the CONSULTANT, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and not an agent or employee of the CASCC JPA. CONSULTANT shall utilize the CONSULTANT'S own office, facilities, supplies, and equipment in the performance of the work and services under this AGREEEMENT except as stated in Exhibit A, "Scope of Services." To the extent that the AGREEMENT permits CONSULTANT to delegate duties, CONSULTANT shall be solely responsible for the performance of its employees, agents, or subcontractors under this AGREEMENT. As an independent contractor, the CONSULTANT shall obtain no rights or retirement benefits or any other benefits that may accrue to the CASCC JPA's employees. CONSULTANT hereby expressly waives any claim it may have to any such rights. It is anticipated that CONSULTANT will be providing consultant services to other entities during the term of this Agreement. Such other work is acceptable to CASCC JPA unless the other work creates a conflict of interest with the performance of their duties under this Agreement. CONSULTANT shall not use CASCC JPA materials, equipment, facilities, personnel, or other resources in conjunction with any other work not undertaken for the CASCC JPA. CONSULTANT shall inform CASCC JPA immediately if any of CONSULTANT'S other work would create a legal conflict of interest or a practical conflict with the CONSULTANT's ability to perform under this AGREEMENT.

SECTION 6. LIMITATIONS UPON SUBCONTRACTING AND ASSIGNMENT.

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

SECTION 7. INDEMNIFICATION.

CONSULTANT agrees to protect, and hold harmless CASCC JPA and its elective or appointive boards, officers, agents, independent contractors and employees from any and all claims, liabilities, expenses, or damages of any nature, including attorneys' fees, for injury or death of

any person, or damage to property, or interference with use of property, arising out of, or in any way connected with the performance of the AGREEMENT by CONSULTANT, CONSULTANT'S agents, officers, employees, subcontractors, or independent contractors hired by CONSULTANT to perform their duties. The only exception to CONSULTANT'S responsibility to protect, defend, and hold harmless CASCC JPA is due to the sole negligence of CASCC JPA or its employees or contractors. This hold harmless agreement shall apply to all liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by CONSULTANT.

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

SECTION 8. NONDISCRIMINATION.

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

SECTION 9. TERMINATION.

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

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

9.3. CASCC JPA's President is empowered to terminate this AGREEMENT on behalf of CASCC JPA.

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

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

fiscal year for which funding has been appropriated.

SECTION 10. GOVERNING LAW.

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

SECTION 11. COMPLIANCE WITH LAWS.

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

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

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

11.4. Prior Judgments Against Consultant: By signing this agreement, consultant affirms that it has disclosed any final judgments, decisions or orders from a court or investigatory government agency finding in the five (5) years prior to executing this agreement that consultant or its subcontractor(s) has violated any applicable wage and hour laws. CONSULTANT further affirms that it or its subcontractor(s) has satisfied and complied with or has reached agreement with the city regarding the manner in which it will satisfy any such judgments, decisions, or orders.

11.5. Judgments or Decisions During Term of Contract: If at any time during the term of this AGREEMENT, a court or investigatory government agency issues a final judgment, decision or order finding that CONSULTANT or a subcontractor it employs to perform work under this AGREEMENT has violated any applicable wage and hour law, or CONSULTANT learns of such a judgment, decision, or order that was not previously disclosed, CONSUL TANT shall inform the General Counsel, no more than fifteen (15) days after the judgment, decision or order becomes final or of teaming of the final judgment, decision or order. CONSULTANT and its subcontractors shall promptly satisfy and comply with any such judgment, decision, or order, and shall provide the General Counsel with documentary evidence of compliance with the final judgment,

decision, or order within five (5) days of satisfying the final judgment, decision, or order. The CASCC JPA reserves the right to require CONSULTANT to enter into an agreement with CASCC JPA regarding the manner in which any such final judgment, decision, or order will be satisfied.

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

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

11.8. Notice to CASCC JPA Related to Wage Theft Prevention: Notice provided to the General Counsel as required under this Section shall be addressed to: Andrew Shen, General Co-Counsel, CASCC JPA, Renne Public Law Group, 350 Sansome Street, Suite 300, San Francisco, CA 94104. The Notice provisions of this Section are separate from any other notice provisions in this AGREEMENT and, accordingly, only notice provided to the above address satisfies the notice requirements in this Section.

SECTION 12. CONFIDENTIAL INFORMATION.

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

SECTION 13. OWNERSHIP OF MATERIALS.

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

SECTION 14. WAIVER.

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

AGREEMENT.

SECTION 15. THE CONSULTANT'S BOOKS AND RECORDS.

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

SECTION 16. CONFLICT OF INTEREST.

CONSULTANT shall avoid all conflicts of interest and the appearance of conflicts of interest during the performance of this AGREEMENT unless consultant services provided by CONSULTANT to other entities have been approved in advance by the CASCC JPA President.

SECTION 17. NOTICES.

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

To the CASCC JPA:

Tina Walia
Vice Mayor, City of Saratoga, CA
President of CASCC JPA
PO Box 3144
Los Altos, CA 94024
twalia@saratoga.ca.us

Andrew Shen
General Co-Counsel
Renne Public Law Group
350 Sansome Street, Suite 300
San Francisco, CA 94104
(415) 848-7200
ashen@publiclawgroup.com

To the CONSULTANT: Pamela T. Wu
Notice shall be made to the address and email provided by CONSULTANT to the CASCC JPA. It shall be the responsibility of the CONSULTANT to keep its current address, phone number and email on file with the CASCC JPA updated and accurate and to notify the CASCC JPA of any changes thereto. Notices sent by CASCC JPA to the last address or email provided to it by CONTRACTOR shall be deemed proper notice under this Section.

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

SECTION 18. INSURANCE.

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

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

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

SECTION 20. TIME IS OF THE ESSENCE.

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

SECTION 21. CASCC JPA TO EXECUTE:

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

SECTION 22. QUALIFICATIONS/STANDARD OF CARE.

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

knowledge and skill engaged in related work throughout California under the same or similar circumstances.

SECTION 23. PRIOR AGREEMENTS AND AMENDMENTS.

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

SECTION 24. EXTENSIONS OF AGREEMENT.

This AGREEMENT may be extended in one calendar month intervals in writing by the President of the CASCC JPA and CONSULTANT for a total of up to six additional months following the February 28, 2027, AGREEMENT expiration date.

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

APPROVED AS TO FORM:

By:_____
Daniel C. Cederborg
Interim General Co-Counsel
CASCC JPA

CITIES ASSOCIATION OF SANTA CLARA COUNTY JOINT POWERS AGENCY

"CASCC JPA"

By:_____
Tina Walia, President

Date:

PAMELA T. WU
"CONSULTANT"

By: _____
Pamela T. Wu

Date: _____

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

EXHIBIT A

SCOPE OF SERVICES

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

SECTION 1. GENERAL.

A. The performance of all services by the CONSULTANT shall be to the satisfaction of the CASCC JPA.

B. The CONSULTANT shall coordinate all services with the CASCC JPA President, Executive Committee, and Board of Directors, as necessary.

SECTION 2. BASIC SERVICES.

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

2.1 Attend monthly meetings of the CASCC JPA and prepare agendas and minutes for meetings. If incurred, the costs of materials to prepare agendas or minutes provided to CASCC JPA or its members in hard copy shall be a reimbursable expense to the CONSULTANT.

2.2 Attend all Executive Committee meetings and prepare agendas and minutes for meetings. If incurred, the costs of materials to prepare agendas or minutes provided to CASCC JPA or its members in hard copy shall be a reimbursable expense to the CONSULTANT.

2.3 Attend as requested, Legislative Action Committee, and other established and ad hoc committees of the CASCC JPA and prepare agendas and minutes for meetings. If incurred, the costs of materials to prepare agendas or minutes provided to CASCC JPA or its members in hard copy shall be a reimbursable expense to the CONSULTANT.

2.4 Prepare all correspondence on behalf of the CASCC JPA. If incurred, the costs of materials and mailing of correspondence prepared on behalf of the CASCC JPA shall be a reimbursable expense to the CONSULTANT.

2.5 Conduct legislative analysis and research as requested.

2.6 Prepare the annual budget and monthly financial reports and perform other administrative functions or duties as directed. Ensure that all bills are paid in a timely fashion in coordination with the CASCC JPA fiscal agent, if any. Send out bills to

Members and Associate Members in a timely fashion.

2.7 Represent the CASCC JPA at various political and legislative functions as required, such as Peninsula Division and other League of California Cities meetings.

2.8 Perform such other duties as may be required for the good of the CASCC JPA as directed by the President, Executive Committee, or Board of Directors.

2.9 To the extent required, in conjunction with the President, plan and manage general membership meetings and events.

2.10 Attend and liaison with the Santa Clara County City Managers Association.

2.11 Provide additional technical services as requested by the President, Executive Committee, or Board of Directors.

EXHIBIT B

COMPENSATION

All services shall be compensated on an hourly basis at the rate of One Hundred and Two Dollars ($102.00) per hour. Reimbursable expenses shall be limited to those expenses which are required for the CASCC JPA's ongoing operations. The normal costs of conducting the CONSULTANT'S business, including but not limited to travel expenses and mileage (unless specifically authorized in advance by the President in extraordinary circumstances such as attendance at conferences or out of area meetings on behalf of the CASCC JPA), office supplies, office equipment including computers, etc., are not reimbursable expenses under this AGREEMENT and are the responsibility of the CONSULTANT. CASCC JPA, through its President, and CONSULTANT may agree in advance to reimbursement of certain expenses necessary to the conduct of CASCC JPA operations, consistent with the reimbursement policy of CASCC JPA.

The maximum amount of compensation to be paid to CONSULTANT under this AGREEMENT shall be for no more than 630 hours of professional services, unless extended pursuant to Section 24 of the AGREEMENT for one or more one-month periods in which case the maximum amount of additional compensation to be paid to CONSULTANT in each such monthly extension shall be for no more than One Hundred Five (105) hours.

EXHIBIT C

INSURANCE REQUIREMENTS

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

A. Automobile Liability Policy

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

B. Comprehensive General Liability Policy

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

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

a. The CASCC JPA, its elected officials, officers, employees, agents, and contractors are to be covered as additional insureds;

b. CONSULTANT'S insurance coverage shall be primary non-contributing; and

c. The insurer waives the right of subrogation against CASCC JPA and CASCC JPA'S elected officials, officers, employees, agents, and representatives; and

d. Any failure to comply with reporting provisions of the policies by CONSULTANT shall not affect coverage provided to CASCC JPA, its officers, employees, agents, or contractors.

C. Workers' Compensation and Employers' Liability Policy

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

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

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

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

Signature:

_____

Pamela T. Wu

BOARD OF DIRECTORS MEETING
Meeting Date: August 13, 2026
Agenda Item: 4
Prepared by: Tina Walia, Board President

SUBJECT: E-Bikes

RECOMMENDATION:
Receive the presentation and discuss the Board priority on e-bikes.

BACKGROUND:
As part of the Board's annual priorities, the Board identified e-bikes as a topic for further discussion and education. To help inform the discussion, the Board President conducted a survey of member agencies regarding e-bike issues and current practices. Guest speakers have also been invited to provide an overview of current e-bike issues, discuss opportunities and challenges, share perspectives and best practices, and respond to Board member questions. The survey results and presentations are intended to inform the Board and support future policy discussions, as appropriate.

FISCAL IMPACT:
There is no fiscal impact associated with this item.

Alisa Campbell, Prevention Program Analyst II
Active and Safe Communities, County of Santa Clara Public Health Department

Alisa Campbell is a Prevention Program Analyst at the Santa Clara County Public Health Department. She has over 11 years of experience supporting Safe Routes to School programming and implementing active transportation initiatives. Through her most recent work, she has been conducting e-bike and e-moto counts throughout the county, and supporting a regional bay area e-bike injury surveillance working group. She is currently working with multiple cities and school districts throughout the county to help examine and address the youth e-bike safety efforts. Alisa has a Master of Public Health degree from Columbia University.

Chief Brandon Sanchez

Chief Brandon Sanchez has dedicated over 28 years in law enforcement. He started his career at the San Jose Police Department where he rose to the rank of Deputy Chief. Over the course of his distinguished career, he has served in a wide variety of roles—from working undercover narcotics, serving as a SWAT Team Leader, and working as a Robbery Detective and Field Training Officer, to holding key leadership posts including Captain and Deputy Chief of the Bureau of Field Operations, where he oversaw more than 740 personnel and a $366 million budget serving a city of over one million residents.

Chief Sanchez became the Chief of Police in Gilroy on June 1, 2026. Chief Sanchez holds a Bachelor of Science in Criminal Justice from California Coast University and a Master of Science in Law Enforcement and Public Safety Leadership from the University of San Diego.

His professional education includes graduating from the **Senior Management Institute for Police (SMIP)**, a renowned leadership program that has shaped police executives for decades. He is also a graduate of the **Policing Leadership Academy** at the University of Chicago Crime Lab—considered one of the nation's most innovative and sought-after executive leadership trainings, and rapidly becoming the benchmark program for the future of law enforcement leadership.

In addition, Chief Sanchez is a proud recipient of the **FBI-LEEDA Trilogy Award**, earned by successfully completing all three cornerstone programs of the FBI's Law Enforcement Executive Development Association: the **Supervisor Leadership Institute**, the **Command Leadership Institute**, and the **Executive Leadership Institute**. This trilogy reflects a comprehensive foundation in developing supervisors, leading organizations, and driving executive-level change. Locally, he is also a proud member of the Gilroy Rotary Club and the Gilroy Chamber of Commerce. Chief Sanchez is also a proud Navy veteran.

E-Bike General Information and Resources

Understanding the problem:

- **According to the American College of Surgeons**, more than 20,000 people are injured each year while riding an electric bicycle (e-bike), approximately 3,000 of whom require hospitalization.
- **In Marin County**, EMS data collected from October 2023 to February 2025 found that the rate of e-bike accidents for youth ages 10 to 19 years old was nine times higher than that for residents over 20 years old.
- **In Santa Clara County,** bike counts conducted at a sample of 20 middle and high schools found that 70% of the "electric-looking bicycles" brought to school on average were found to be an illegal e-moto (max wattage higher than 750 watts and max capable speeds above 20+ miles).
- These massive spikes in e-bike related injuries are largely driven by higher e-device speed capacity, rider inexperience, lack of or inadequate safety gear, dishonest marketing practices, and growing trends of modified and illegal devices used on the streets (e.g. e-motos such as off-highway vehicles (OHV) such as electric dirt bikes, electric mopeds, and electric motorcycles).

Parent and Youth Education Resources:

- E-Mobility Toolkit for Schools - Google Drive- Developed by San Mateo County Office of Education, includes guidance on laws, educational materials for families, and safety tips for students. It also features materials that schools can share directly with parents and students.
- E-Bike Classification Handout- E-Bike handout developed by SCC Sheriffs describing various legal definitions and regulations for each class, including e-scooters and e-motos.
- E-Bike Online Education Courses:
    - E-Bike Smart- Developed by PeopleForBikes & League of American Bicyclists- free online safety modules
    - Electric Bicycle Safety and Training- AB1946– California Highway Patrol (CHP) required statewide safety and training program- free online safety modules
    - Cycling Savvy- Developed from American Bicycling Education Association under Cycling Savvy Program- About $35 per person, but provides more in-depth online tutorials compared to the free options
- Bike & E-bike Education Classes— Silicon Valley Bicycle Coalition- Silicon Valley Bicycle Coalition offering free classroom style or on-the-bike skills classes for ages 14+ and adults
- *The Caring Parent's E-Bike Survival Guide, Second Edition* - author Beth Black; a practical handbook designed to help families safely buy, own, and manage youth e-bike use

School District Leadership:

- No Throttle District Policy Examples:

E-Bike General Information and Resources

  - Campbell Union High School District: cuhsd.community.highbond.com/document/46eb1fd7-cc7d-47e7-b663-fdad5f0558be/
  - Menlo Park City (San Mateo County): e-bike/e-moto policy draft
- Example Parent and Student E-Bike Contract from Marin County: E-bike-Safety-Contract-June-1.pdf-

Cities and Policy Makers:

- California Independent Electric Mobility Council - CalBike- This report outlines the program and highlights important takeaways from the California Independent Electric Mobility Council for statewide regulatory policy, education, and programming
- The Bellmont Project: Mission is to empower communities and their civic leaders to master e-bike safety through insightful education, effective enforcement, behavioral psychology, and robust community engagement.
- E-Bike Legislative Toolkit | PeopleForBikes | PeopleForBikes- toolkit compiling best practices, model safety-related legislation, and highlighting the intersection of bike infrastructure and education. Meant for advocates, retailers, and policymakers across all levels of government
- **Use correct terminology for E-Bikes versus E-motos**
  - ABEA Statement for AP Styles E-bike Terminology - American Bicycling Education Association- This document is provided as supporting reference material for the proposed AP Style clarification regarding the term “e-bike.”
  - Clarification: "E-Motos" vs E-Bikes" and Why it Matters. - DANVILLE SAFETY ADVOCATES- summary on clarification of e-bike versus e-moto
- **Revitalize Juvenile Traffic Diversion Programs**
  - Surge in e-bike use sparks return of youth safety program in Santa Clara County | Office of the Sheriff Santa Clara County Sheriffs is restarting this initiative, in partnership with Stanford Healthcare Trauma and Injury Prevention
  - Incline Program - Bellemont Project an impactful e-bike safety and behavioral diversion workshop

The County of Santa Clara Public Health Department appreciates your partnership in promoting healthy and safe travel to and from school, parks, work and other community destinations. We work with city-led Safe Routes to Schools coordinators, injury prevention and healthcare providers, and other bicycle and pedestrian advocates to help draft messages and support educational opportunities. We also work with school districts to assess their current e-bike and e-moto concerns. For technical assistance, please contact Alisa Campbell at alisa.campbell@phd.sccgov.org

MOTORIZED BICYCLE OR MOPED

CALIFORNIA VEHICLE CODE (CVC) 406(a) DEFINITION

- Two or three wheels
- Fully operative pedals or no pedals if it has an electric motor
- Maximum speed of 30 mph

RIDER REQUIREMENTS

LICENSE	**DRIVER'S LICENSE WITH AN M1 OR M2 ENDORSEMENT**
HELMET	**DOT COMPLIANT HELMET REQUIRED FOR ALL**
WHERE	May ride wherever traditional bicycles may ride - **NO RIDING ON SIDEWALK** CVC 21200
OTHER INFO	Must be registered and insured **MUST BE 16 YEARS OR OLDER TO RIDE**

POSSIBLE PENALTIES

- 12500(a) VC Citation - Driving without a license and tow with a 30-day impound
- Right of way violation

MOTORIZED E-SCOOTER

CALIFORNIA VEHICLE CODE (CVC) 407.5(a) DEFINITION

- Two wheels with a motor, handlebars, and a floorboard for standing on when riding
- May have a driver seat that does not interfere with the ability to stand and ride

RIDER REQUIREMENTS

LICENSE	**DRIVER'S LICENSE OR INSTRUCTION PERMIT REQUIRED**
HELMET	**BICYCLE HELMET IF UNDER 18** CVC 21212
WHERE	May ride wherever traditional bicycles may ride - **NO RIDING ON SIDEWALK** CVC 21200
OTHER INFO	**NOT TO EXCEED 15 MPH** CVC 22411

POSSIBLE PENALTIES

- 12500(a) VC Citation - Driving without a license and tow with a 30-day impound
- Helmet Citation
- Right of way violation

SANTA CLARA COUNTY
OFFICE OF THE SHERIFF

RULES OF THE ROAD

E-SCOOTERS & E-BIKES

Safety First!

OFF-HIGHWAY MOTORCYCLE (DIRTBIKE)

CALIFORNIA VEHICLE CODE (CVC) 436/436.1 DEFINITION

- A motorcycle for use exclusively off the highway
- Electric and/or gas powered

RIDER REQUIREMENTS

LICENSE	None. **THIS TYPE OF MOTORCYCLE IS NOT STREET LEGAL**
HELMET	DOT compliant helmet required
WHERE	Can only ride at off-highway vehicle parks or on private property **MAY NOT RIDE ON ANY PUBLIC ROAD, SIDEWALK, OR PARK**
OTHER INFO	Must be registered with the DMV and have vehicle insurance

POSSIBLE PENALTIES

- 12500(a) VC Citation - Driving without a license and tow with a 30-day impound

CLASS 1 & CLASS 2 E-BIKES

CALIFORNIA VEHICLE CODE (CVC) 312.5(a)(1) / 312.5(a)(2) DEFINITION

- A pedal or throttle-assisted electric bicycle equipped with a motor that assists only up to a speed of 20 mph

RIDER REQUIREMENTS

LICENSE	None
HELMET	**BICYCLE HELMET IF UNDER 18** CVC 21212
WHERE	May ride wherever traditional bicycles may ride CVC 21200
OTHER INFO	No minimum age requirement to ride

POSSIBLE PENALTIES

- Helmet Citation, if applicable
- Right of Way Citation, if ridden improperly

*** CVC 22651.08 - Authority to tow as long as 12500(a) and not 312.5(a)(1) or 312.5(a)(2)**

CLASS 3 E-BIKE

CALIFORNIA VEHICLE CODE (CVC) 312.5(a)(3) DEFINITION

- A low-speed pedal-assisted electric bicycle equipped with a speedometer and a motor that provides assistance only when the rider is pedaling and ceases to assist when a speed of 28 mph is reached

RIDER REQUIREMENTS

LICENSE	None
HELMET	**BICYCLE HELMET REQUIRED** CVC 21213
WHERE	May ride wherever traditional bicycles may ride CVC 21200
OTHER INFO	**MUST BE 16 YEARS OR OLDER TO RIDE**

POSSIBLE PENALTIES

- Helmet Citation, if applicable
- Right of Way Citation, if ridden improperly

ITEM

5

Patrick Burt is a former tech entrepreneur, elected official and environmental policy leader.

He was a CEO 35 years, in the electronic, cleantech and medical technology industries. His company was a leader in sustainable manufacturing, receiving multiple environmental awards and Pat served as an environmental policy advisor at regional, state and national levels through the California EPA Pollution Prevention Task Force, the CA Comparative Risk Project, the CA Environmental Technology Partnership, the Santa Clara County Pollution Prevention Committee, and was Vice-Chair of Sustainable San Mateo County.

He was first elected to the Palo Alto City Council in 2007, serving as Mayor in 2010, 2016, and 2022. Pat has led on the city's climate protection and environmental initiatives, including its Renewable Energy Plan, 100% Carbon Neutral Electricity portfolio, and its plan for Sustainability and Climate Action (SCAP) to achieve an 80% reduction in greenhouse gases and carbon neutrality by 2030.

Pat is a former Board Member of the Bay Conservation and Development Commission (BCDC). He currently serves on the VTA Board (formerly as Chair), is Vice-Chair of the Caltrain Joint Powers Authority, and represents the CASCC on the Metropolitan Transportation Commission (MTC).

Sam Sargent serves as Director of Strategy and Transformation for VTA, Santa Clara County's operator of light rail, bus, and paratransit services, as well as the county's congestion management agency. Prior to joining the General Manager's team at VTA, he served as Director of Strategy and Policy at Caltrain, and in numerous senior leadership team positions at Capital Metro in Austin, Texas.

Sam holds bachelors and law degrees from Boston University, and is a certified planner (AICP) and project manager (PMP). He is active in American Public Transportation Association (APTA), the American Planning Association, and other industry organizations.

SB 63: Connect Bay Area Act
Fact Sheet

March 2026

What is SB 63?

Senate Bill 63 (Wiener/Arreguín), the Connect Bay Area Act, was enacted in 2025 and authorizes a transportation funding measure to be placed on the November 2026 ballot in Alameda, Contra Costa, San Francisco, San Mateo and Santa Clara counties.

An authorized measure would generate approximately $980 million annually to sustain and improve transit and would be funded by a 14-year regional transportation sales tax (0.5% in each county except San Francisco, where the rate would be 1%). Any measure would be administered by the newly established Public Transit Revenue Measure District (District), governed by the same board as the Metropolitan Transportation Commission (MTC).

What is the purpose of SB 63?

- **Prevent major service cuts** on BART, Muni, Caltrain and AC Transit resulting from budget shortfalls following the COVID-19 pandemic.
- **Improve the transit rider experience** by making transit more affordable, easier to navigate, and more accessible for all riders, including seniors and persons with disabilities.
- **Make other transportation improvements** in Alameda, Contra Costa, San Mateo and Santa Clara counties.

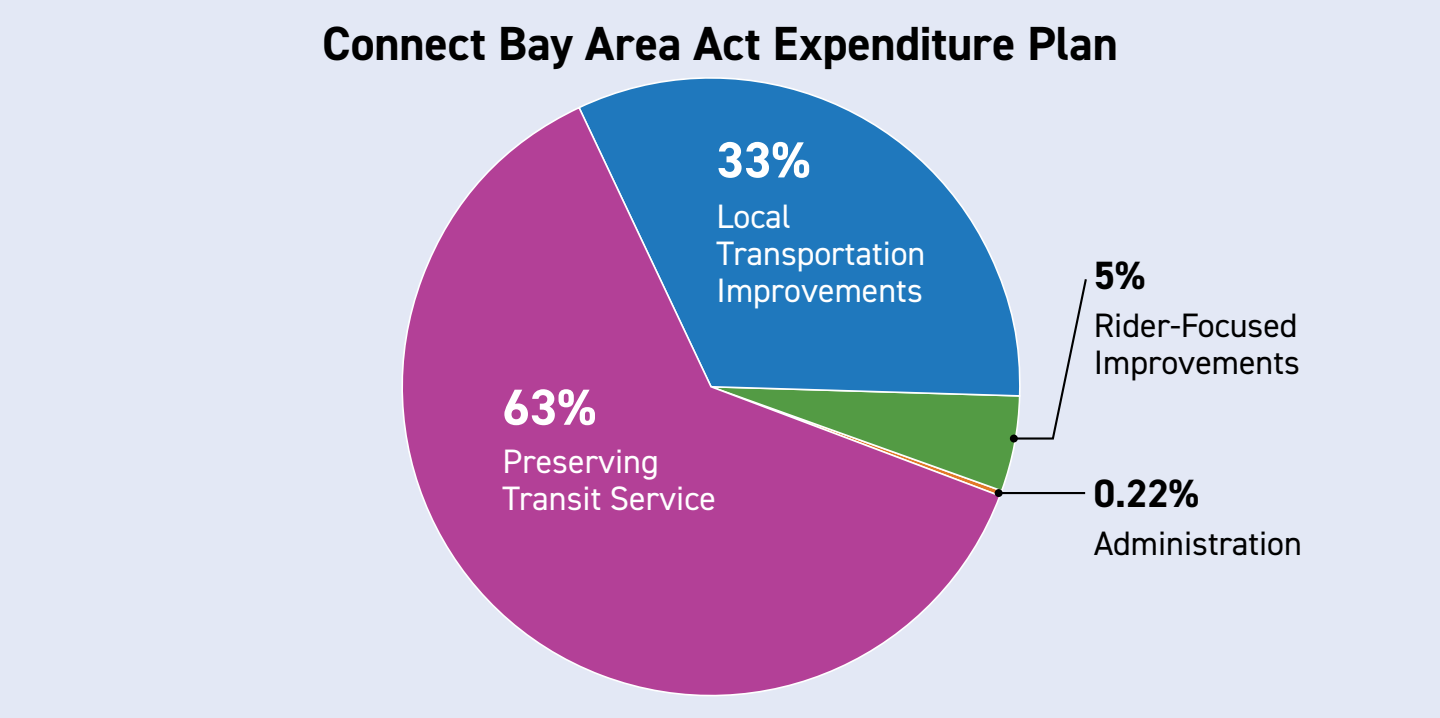
Where would the money go?

Approximately 63% of the money raised goes to the operation of buses, trains and ferries on BART, Muni, Caltrain, AC Transit, San Francisco Bay Ferry, East Bay bus agencies and Golden Gate Transit.

About one-third is guaranteed for Santa Clara Valley Transportation Authority (VTA), SamTrans, Contra Costa Transportation Authority, and Alameda County Transportation Commission, who have the flexibility to use the money for transit infrastructure and vehicles, running transit service, or paving roads with regular bus service.

Around 5% would fund improvements to the rider experience by making transit faster, more affordable, more accessible for seniors and people with disabilities, and easier to navigate with improved signage.

Finally, up to 0.22% can be used for measure administration costs incurred by the Metropolitan Transportation Commission and the new Public Transit Revenue Measure District. Measure proceeds can also cover specified one-time costs, such as election costs.



Financial Efficiency Review and Oversight

SB 63 requires a two-phase financial efficiency review of BART, Muni, Caltrain and AC Transit directed by an oversight committee. The committee includes four independent experts, four transit agency representatives and the MTC Chair or their designee.

Phase 1 will be completed before a ballot measure and will identify cost-saving measures already taken by transit agencies and ways the agencies could improve service and the rider experience without new funding. If voters approve a measure authorized by SB 63 on the November 2026 ballot, additional oversight provisions will take effect, as described below:

- **Independent Oversight Committee:** SB 63 requires that the District appoint an Independent Oversight Committee to confirm money distribution follows the SB 63 expenditure plan. The Independent Oversight Committee will include at least one appointee from the five counties — Alameda, Contra Costa, San Francisco, San Mateo and Santa Clara — that comprise the District.
- **Maintenance of Effort:** BART, Muni, Caltrain, AC Transit, Golden Gate Transit and SF Bay Ferry along with East Bay bus agencies must maintain existing levels of funding for running their transit services (with some exceptions subject to MTC approval). This requirement is intended to ensure that dollars collected as a result of SB 63 will increase, rather than replace, current money used to provide transit service.
- **Additional County-Level Transit Agency Accountability:** Passage of the measure would provide each of the five counties in the District with additional oversight of BART, Muni, Caltrain and AC Transit. If a transit agency's standards with respect to fares, services, station cleanliness or maintenance are inconsistent between counties, a county may convene a binding review committee of MTC commissioners from the relevant counties with the authority to withhold a portion of measure funds from the subject agency until the issue is corrected.
- **Phase 2 Financial Efficiency Review:** SB 63 requires a deeper evaluation of cost structures and strategies to support financial sustainability.

Connect Bay Area Act Expenditure Plan

Annual Funding by Purpose and Recipient, Fiscal Year 2028 Estimate[1]

PRESERVING TRANSIT SERVICE

Money must be used to run and maintain transit service.

BART	**$310M**
Muni	**$155M**
Caltrain	**$70M**
AC Transit	**$50M**
East Bay Bus Agencies[2] and Golden Gate Transit/Ferry	**$20M**
San Francisco Bay Ferry	**$6M**

LOCAL TRANSPORTATION IMPROVEMENTS

Money must be used for transit infrastructure, running transit service, and/or paving roads with regular bus service.

Santa Clara VTA	**$245M**
SamTrans	**$45M**
Contra Costa Transportation Authority	**$25M**
Alameda County Transportation Commission	**$10M**

RIDER-FOCUSED IMPROVEMENTS

Money must be used to make transit faster, more affordable, more accessible for seniors and people with disabilities, and easier to navigate with improved signage.

Transit priority projects, Clipper® START discount program, free and discounted transfers, paratransit improvements and customer navigation.	**$45M**

ADMINISTRATION

Money must be used by the District and MTC to oversee and administer funding and programs under the measure. **$2M**

Notes:

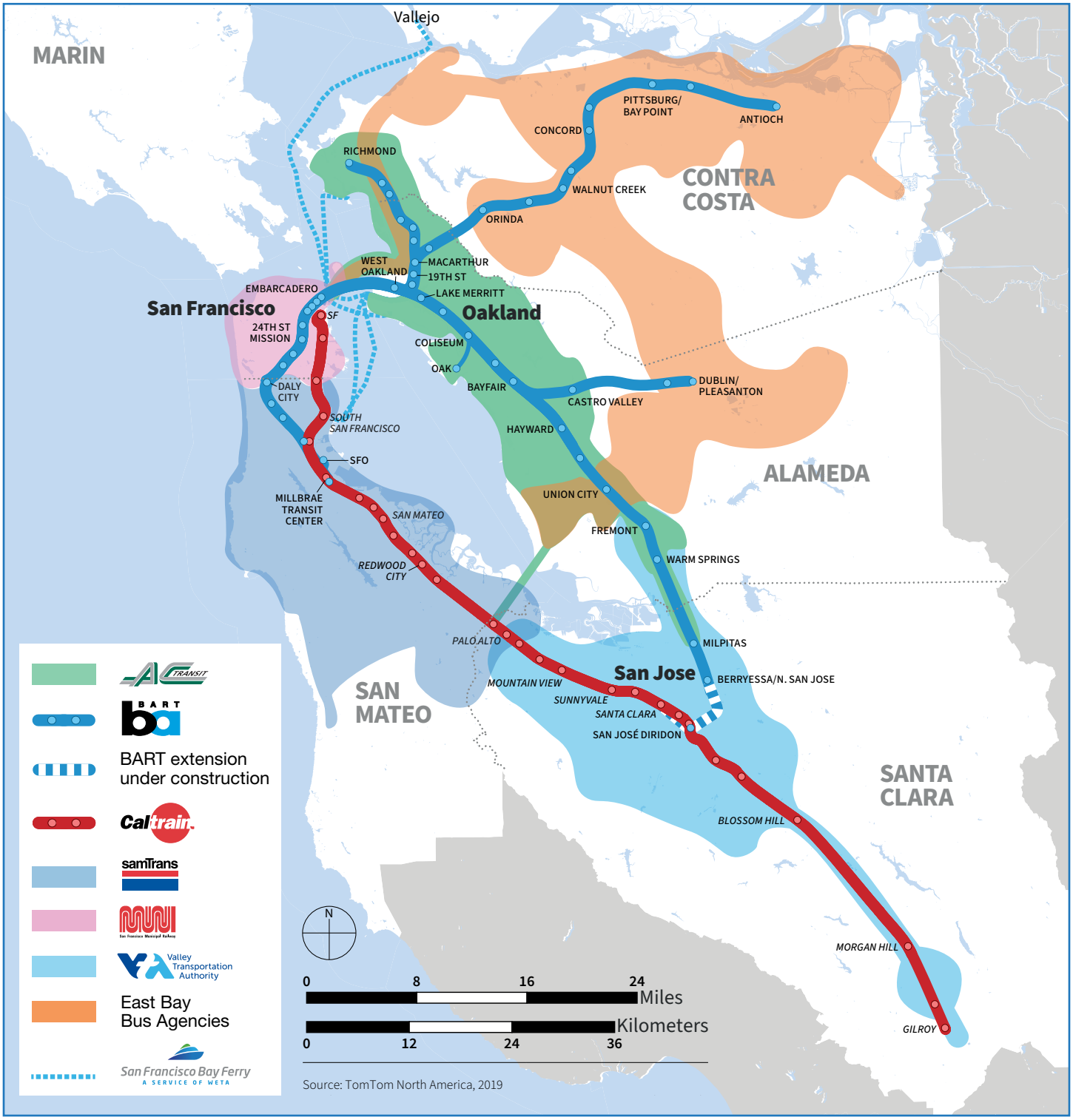
1 Amounts shown are net revenue after state administrative fees, estimated at $7 million in FY 2028. The fees are subject to change, but this forecast assumes the current California Department of Tax and Fee Administration rate of 0.82% for 1/2-cent counties and 0.41% for SF (1% rate). Amounts shown do not reflect one-time costs that will be covered in early year(s) of measure (including election cost reimbursements, SB 63 required financial efficiency review costs, potential legal costs and other one-time costs tied to administering the tax ordinance).

2 East Bay bus agencies include County Connection, Tri Delta Transit, Union City Transit, WestCAT and Wheels.

- Sums may not total due to rounding. Amounts greater than or equal to $20 million are rounded to the nearest $5 million. Amounts less than $20 million are rounded to the nearest $1 million.

Source: MTC analysis of an October 2025 assessment of projected net revenues by HDL Companies

Service Areas of Transit Agencies Funded by a Connect Bay Area Act Regional Measure



Notes: Golden Gate Transit is not shown on this map, although it is expected to receive approximately $1 million/year.

Funding for VTA and SamTrans is eligible for transit capital (i.e., infrastructure and vehicle costs), operations (i.e., costs needed to run the system) and local road repairs on roads served by regular transit service. Funding for all other agencies is available only for transit operating purposes (i.e., costs needed to run the system).

East Bay Bus Agencies refers to County Connection, Tri Delta Transit, Union City Transit, WestCAT and Wheels.

The above map was made for illustrative purposes, and the precise boundaries of each transit agency can be found on its website. This map is accurate at the time of publication, and may be subject to change.

ITEM

6

See August 13, 2026 LAC Meeting Agenda Packet

Link: https://citiesassociation.org/Agendas-and-Minutes/

INFORMATIONAL ITEMS

P.O. Box 3144
Los Altos, CA 94024
www.citiesassociation.org
408-766-9534

May 28, 2026

The Honorable Blanca Pacheco
California State Capitol
1021 O Street
Sacramento, CA 95814

Re: AB 1821: Notice of Support

Dear Assembly Member Pacheco,

We write on behalf of the Cities Association of Santa Clara County (CASCC), a Joint Powers Authority representing the elected leaders of all fifteen municipalities in the county and more than 1.8 million Bay Area residents. On behalf of the Cities in Santa Clara County, the CASCC Board of Directors is pleased to offer its strong support for AB 1821.

AB 1821 would convert the California Public Records Act's existing 10-day and 14-day response deadlines from calendar days to business days, giving local agencies a more workable and consistent standard for responding to public records requests.

Our member cities are committed to transparency and take their obligations under the California Public Records Act seriously. At the same time, city staff responsible for CPRA compliance are the same staff who deliver essential services to residents every day. The volume and complexity of records requests have grown substantially in recent years, with modern government operations generating far more disclosable records than the law's original framers anticipated. Weekends and holidays offer no opportunity to search, review, or prepare responses, yet they count against the current timeline. The result is a standard that does not reflect how local governments operate.

The shift to business days is a targeted, practical fix. It aligns CPRA timelines with the realities of government operations and with the approach taken by many other public records laws across the country. It measures response time in a way that corresponds to when staff are available to do the work. For smaller cities with limited staff, this distinction is particularly meaningful.

We appreciate AB 1821's focus on this issue and remain committed to the broader goal of ensuring that CPRA works for both the public and the agencies it governs. AB 1821 is a commonsense improvement that will help our cities comply with the law more effectively.

For these reasons, the CASCC strongly supports AB 1821 and urges its swift passage.

Sincerely,

Tina Walia
President, Cities Association of Santa Clara County
Vice Mayor, City of Saratoga

Rob Moore
Chair, CASCC Legislative Action Committee
Mayor, Town of Los Gatos

CITIES ASSOCIATION
OF SANTA CLARA COUNTY

P.O. Box 3144
Los Altos, CA 94024
www.citiesassociation.org
408-766-9534

May 28, 2026

The Honorable Diane Papan
California State Capitol
1021 O Street
Sacramento, CA 95814

Re: AB 2296: Notice of Support

Dear Assembly Member Papan,

We write on behalf of the Cities Association of Santa Clara County (CASCC), a Joint Powers Authority representing the elected leaders of all fifteen municipalities in the county and more than 1.8 million Bay Area residents. On behalf of the Cities in Santa Clara County, the CASCC Board of Directors is pleased to offer its strong support for AB 2296.

AB 2296 would allow local governments to begin updating their housing elements six months early, require HCD to provide clearer and more actionable guidance during the review process, and implement several recommendations from the California State Auditor's January 2026 report on housing element review.

Our member cities are committed to meeting their housing element obligations, but the last cycle exposed serious structural problems. The duration to complete housing elements increased by 126% compared to the prior cycle, driven by multiple rounds of drafts, an ever-changing legal environment mid-cycle, and compliance letters that failed to distinguish legally required changes from departmental suggestions. Cities were routinely sent back to revise without reliable direction, consuming time that neither local governments nor the state can afford.

AB 2296 addresses these problems directly. Requiring HCD to identify specific noncompliant sections, clarify what is mandatory versus advisory, and offer technical assistance calls transforms the review process into a genuine partnership. The additional six months of lead time gives planning staff a more realistic runway to prepare compliant drafts from the start. Together, these reforms give cities and the state a better chance of achieving the shared goal: more jurisdictions with certified housing elements, on time.

For these reasons, the CASCC strongly supports AB 2296 and urges its swift passage.

Sincerely,

Tina Walia
President, Cities Association of Santa Clara County
Vice Mayor, City of Saratoga

Rob Moore
Chair, CASCC Legislative Action Committee
Mayor, Town of Los Gatos

CITIES ASSOCIATION
OF SANTA CLARA COUNTY

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408-766-9534

May 28, 2026

The Honorable Catherine Blakespear
California State Capitol
1021 O Street
Sacramento, CA 95814

Re: SB 1167: Notice of Support

Dear Senator Blakespear,

We write on behalf of the Cities Association of Santa Clara County (CASCC), a Joint Powers Authority representing the elected leaders of all fifteen municipalities in the county and more than 1.8 million Bay Area residents. On behalf of the Cities in Santa Clara County, the CASCC Board of Directors is pleased to offer its strong support for SB 1167.

SB 1167 would tighten the legal definition of electric bicycles to exclude higher-powered vehicles, prohibit marketing or selling those vehicles as e-bikes, establish labeling and disclosure requirements for electric micromobility devices, and require fire-safety certification for electric motorcycles and motor-driven cycles operating on vegetation-covered land.

Our member cities are grappling with the consequences of an e-bike marketplace that has outpaced its regulatory framework. Devices that exceed statutory e-bike definitions are routinely marketed and sold as such, creating confusion for consumers and real safety conflicts on the bike paths, sidewalks, and multimodal corridors that our cities manage. When a high-powered vehicle operates in infrastructure designed for traditional bicycles, the risk falls on other riders and pedestrians, and local staff lack the clear definitions needed to enforce existing rules effectively.

SB 1167 addresses this directly. Stronger classification standards and truth-in-advertising requirements give consumers accurate information at the point of sale and give cities an enforceable framework for managing these devices on local infrastructure. The fire-safety certification requirement for off-road electric vehicles is a commonsense extension of existing protections for gas-powered vehicles and addresses a genuine and growing risk. Together, these provisions establish the consistent statewide framework that cities need to keep pace with rapidly evolving mobility technologies.

For these reasons, the CASCC strongly supports SB 1167 and urges its swift passage.

Sincerely,

Tina Walia
President, Cities Association of Santa Clara County
Vice Mayor, City of Saratoga

Rob Moore
Chair, CASCC Legislative Action Committee
Mayor, Town of Los Gatos

CITIES ASSOCIATION
OF SANTA CLARA COUNTY

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Los Altos, CA 94024
www.citiesassociation.org
408-766-9534

June 5, 2026

The Honorable Josh Becker
California State Capitol
1021 O Street
Sacramento, CA 95814

Re: SB 949: Notice of Support

Dear Senator Becker,

We write on behalf of the Cities Association of Santa Clara County (CASCC), a Joint Powers Authority representing the elected leaders of all fifteen municipalities in the county and more than 1.8 million Bay Area residents. On behalf of the Cities in Santa Clara County, the CASCC Board of Directors is pleased to offer its strong support for SB 949.

SB 949 would designate the Santa Cruz Mountains as a resource of statewide significance and direct the California Natural Resources Agency to encourage collaborative stewardship of the region's ecosystems, wildlife habitat, forests, watersheds, trails, working lands, and tribal cultural resources. The designation does not impose new regulatory requirements on landowners.

The Santa Cruz Mountains are a region of deep importance to our community. They supply drinking water for thousands of our residents, store carbon, provide wildlife corridors supporting species found nowhere else in the world, and offer the open space and trail access that define quality of life across our communities. Despite their extraordinary ecological and cultural importance, the range has until now lacked formal statewide recognition to align conservation investments and coordinate the many agencies and organizations working to protect it.

SB 949 closes that gap in a measured and responsible way. By directing the Natural Resources Agency to encourage collaborative stewardship across departments, conservancies, and partner organizations, the bill strengthens the coordination needed to address wildfire resilience, watershed health, and habitat restoration at a meaningful scale. Importantly, the bill explicitly prohibits the Natural Resources Agency from using the designation to impose additional regulatory requirements on land use or working lands, addressing concerns raised during the legislative process and ensuring the bill is a tool for partnership rather than regulation.

For these reasons, the CASCC strongly supports SB 949 and urges its swift passage.

Sincerely,

Tina Walia
President, Cities Association of Santa Clara County
Vice Mayor, City of Saratoga

Rob Moore
Chair, CASCC Legislative Action Committee
Mayor, Town of Los Gatos

P.O. Box 3144
Los Altos, CA 94024
www.citiesassociation.org
408-766-9534

June 5, 2026

The Honorable Cottie Petrie-Norris
California State Capitol
1021 O Street
Sacramento, CA 95814

Re: AB 2385: Notice of Support

Dear Assembly Member Petrie-Norris,

We write on behalf of the Cities Association of Santa Clara County (CASCC), a Joint Powers Authority representing the elected leaders of all fifteen municipalities in the county and more than 1.8 million Bay Area residents. On behalf of the Cities in Santa Clara County, the CASCC Board of Directors is pleased to offer its strong support for AB 2385.

AB 2385 would modernize California's Disaster Recovery Reconstruction Act of 1986 by updating disaster recovery planning requirements and establishing a new Local Reconstruction Agency framework that gives cities and counties a structured, accountable mechanism for coordinating recovery in disaster-impacted areas.

The fires, floods, and other disasters that have struck California communities in recent years have made clear that local governments need stronger tools for the long road of recovery that follows an emergency. Under current law, the mechanisms available to cities for coordinating reconstruction are outdated and ill-equipped to manage the complexity of modern disaster recovery, including the need to integrate with state and federal frameworks, engage partners, and navigate intermediate recovery phases that fall between response and long-term rebuilding.

AB 2385 fills that gap. The Local Reconstruction Agency framework gives cities a powerful and flexible tool for coordinating recovery, with the authority to acquire property, issue bonds, accept public and private funding, and carry out rehabilitation plans. Critically, the bill pairs those powers with robust accountability, as LRA boards include public members, are subject to open meeting laws, and must specify a sunset date. For cities in Santa Clara County, which face real wildfire and seismic risk, having this framework in place before disaster strikes is exactly the kind of advance planning that saves time and lives when recovery begins.

For these reasons, CASCC strongly supports AB 2385 and urges its swift passage.

Sincerely,

Tina Walia
President, Cities Association of Santa Clara County
Vice Mayor, City of Saratoga

Rob Moore
Chair, CASCC Legislative Action Committee
Mayor, Town of Los Gatos

CITIES ASSOCIATION
OF SANTA CLARA COUNTY

P.O. Box 3144
Los Altos, CA 94024
www.citiesassociation.org
408-766-9534

June 5, 2026

The Honorable José Luis Solache
California State Capitol
1021 O Street
Sacramento, CA 95814

Re: AB 1708: Notice of Support

Dear Assembly Member Solache,

We write on behalf of the Cities Association of Santa Clara County (CASCC), a Joint Powers Authority representing the elected leaders of all fifteen municipalities in the county and more than 1.8 million Bay Area residents. On behalf of the Cities in Santa Clara County, the CASCC Board of Directors is pleased to offer its strong support for AB 1708.

AB 1708 would create a pathway for smaller cities to access state Homeless Housing, Assistance, and Prevention funding through their regional Continuum of Care, subject to clear requirements including a compliant housing element, a local encampment policy consistent with state guidance, and a commitment to participate in the regional homelessness plan.

Our member cities are on the front lines of the homelessness crisis every day. Nearly all of them are investing their own general fund revenues in outreach, services, and emergency housing, yet most have no direct access to HHAP funding due to their population size. The result is an inequity where smaller cities absorb the costs of homelessness without access to critical state resources. A recent Cal Cities survey found that nine in ten cities statewide are concerned about sustaining existing homelessness services over the long term, and 81% report that inconsistent state funding has hindered their ability to act.

AB 1708 addresses this gap in a responsible way. By requiring smaller jurisdictions to meet concrete eligibility standards before accessing funds, the bill ensures accountability while opening a door that has been closed to most California cities since HHAP's inception. Requiring regional plans to explicitly analyze how funding can support smaller cities also ensures that homelessness planning reflects the full geography of need, not just the largest jurisdictions.

For these reasons, the Cities Association of Santa Clara County strongly supports AB 1708 and urges its swift passage.

Sincerely,

Tina Walia
President, Cities Association of Santa Clara County
Vice Mayor, City of Saratoga

Rob Moore
Chair, CASCC Legislative Action Committee
Mayor, Town of Los Gatos

CITIES ASSOCIATION
OF SANTA CLARA COUNTY

P.O. Box 3144
Los Altos, CA 94024
www.citiesassociation.org
408-766-9534

June 5, 2026

The Honorable John Laird
California State Capitol
1021 O Street
Sacramento, CA 95814

Re: SB 922: Notice of Support

Dear Senator Laird,

We write on behalf of the Cities Association of Santa Clara County (CASCC), a Joint Powers Authority representing the elected leaders of all fifteen municipalities in the county and more than 1.8 million Bay Area residents. On behalf of the Cities in Santa Clara County, the CASCC Board of Directors is pleased to offer its strong support for SB 922.

SB 922 would clarify that fees and charges imposed by local agencies to recover the costs of street maintenance and repair do not constitute a charge for the privilege of using public streets, and are therefore not subject to the existing statutory prohibition on such charges.

For decades, cities have incorporated the road damage caused by heavy service vehicles into the rates and franchise agreements for garbage, recycling, and other essential services. This practice ensures that the costs of street wear are recovered through the service that generates them, rather than shifted onto the general fund or pitted against other pressing local priorities. Our member cities depend on this cost recovery mechanism to keep local streets safe and in good repair.

That longstanding practice is now under threat. The Court of Appeal decision in Rogers v. City of Redlands held that recovering road repair costs through solid waste fees violated a prohibition on charges for the privilege of using public streets, a prohibition never intended to reach service-related cost recovery. The ruling has opened the door to broader litigation challenging similar arrangements across the state, creating fiscal uncertainty for cities.

SB 922 restores the clarity that cities need. By confirming that the existing prohibition applies only to weight-based charges and not to service fees, the bill reaffirms what local governments have reasonably understood the law to mean for more than three decades.

For these reasons, CASCC strongly supports SB 922 and urges its swift passage.

Sincerely,

Tina Walia
President, Cities Association of Santa Clara County
Vice Mayor, City of Saratoga

Rob Moore
Chair, CASCC Legislative Action Committee
Mayor, Town of Los Gatos