



**REGULAR MEETING
Board of Directors**

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

**MAY 9, 2024
7:00 PM**

Meeting Information:

- *Board meetings are open to the public at the location shown above.*
- *Members of the public may use the information below to join the webinar:*
 - **Webinar ID: 835 1075 6481**
 - **Passcode: 519682**
- *Meeting also livestreamed on YouTube: <https://www.youtube.com/@citiesassoc>*
- *More information on public comment and accessibility is given at the end of the agenda.*

WELCOME & CALL TO ORDER – (Fligor)

ROLL CALL (Sirkay)

ORAL COMMUNICATIONS FROM THE PUBLIC ON NONAGENDIZED ITEMS

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

AGENDA

- 1. Consent Agenda (Fligor)**
 - a. Approve Minutes from Board of Directors Meeting on April 11, 2024
- 2. President Update (Fligor)**
- 3. Metropolitan Transportation Commission (MTC) Update (Abe-Koga)**
 - a. Margaret Abe-Koga, Metropolitan Transportation Commission (MTC) Appointee
- 4. Resources and Programs for Older Adults (Fligor)**
 - a. Workforce Development: Tyler Taylor, Executive Director, Successful Aging Solutions and Community Consulting (SASCC)
 - b. Sourcewise Community Resource Solutions
- 5. Joint Powers Agency Formation Update: Discussion and Possible Action (Quinn)**
 - a. Conflict of Interest Code
 - b. Bylaws
- 6. Legislative Action Committee Update (Walia)**
- 7. Cities Association of Santa Clara County June 13, 2024 Membership Event: Discussion and Possible Action (Fligor)**
 - a. Update
 - b. Request for authorization to spend up to \$1000 for approximately 200 signs with supportive mental health messages
- 8. Reports from Regional Appointed Representatives**
 - a. Vicki Veenker and Sergio Lopez, Bay Area Air Quality Management District (BAAQMD)
- 9. Santa Clara County City Managers Association Update (Engeland)**
- 10. Executive Director Update (Sirkay)**
- 11. Joys and Challenges (All)**

ADJOURN (Fligor)

PUBLIC COMMENT

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

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

ACCESSIBILITY

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



**REGULAR MEETING
Board of Directors**

Sunnyvale City Hall
Sycamore Conference Room (Room 306)
456 W. Olive Avenue
Sunnyvale, CA 94086

**APRIL 11, 2024
7:00 PM**

AGENDA IN BLACK/MINUTES IN RED

Meeting Information:

- *Board meetings are open to the public at the location shown above.*
 - *Members of the public may use the information below to join the webinar:*
<https://us02web.zoom.us/j/83510756481?pwd=SUZUY1E1VEFWRW9VTk5jRVVWajhZQT09>
Webinar ID: 835 1075 6481
Passcode: 519682
 - *Meeting also livestreamed on YouTube: <https://www.youtube.com/@citiesassoc>*
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-

WELCOME & CALL TO ORDER – (Fligor)

Meeting called to order at 7:05 PM

ROLL CALL (Sirkay)

Board Members Present (13):

Campbell	Sergio Lopez
Cupertino	Sheila Mohan
Los Altos	Neysa Fligor
Los Altos Hills	Stanley Mok
Los Gatos	Matthew Hudes
Milpitas	Carmen Montano
Monte Sereno	Javed Ellahie
Morgan Hill	Mark Turner
Mountain View	Margaret Abe-Koga
San Jose	Rosemary Kamei
Santa Clara	Kathy Watanabe
Saratoga	Tina Walia
Sunnyvale	Larry Klein

Board Members Absent: 1

Palo Alto	Greer Stone
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Staff Present (1):

Shali Sirkay	Executive Director
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Members of the Public Present (8):

Anthony Carnesecca	Asst. to the City Manager, Los Altos
Christina Gilmore	Asst. to the City Manager, Mountain View
Consuelo Hernandez	Director, SCC Office of Supportive Housing
Alexander Hom	Partner, Moss, Levy and Hartzheim, LLP
Victoria Kettel	Exec. Asst, Office of City Manager, Sunnyvale
Russ Melton	Councilmember, Sunnyvale
Steve Preminger	Director, Community and Civic Engagement for SCC
Jannie Quinn	Renne Public Law Group
Daniel Saver	Asst. Dir, Housing and Local Planning, MTC/ABAG

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AGENDA

1. Consent Agenda (Fligor)

- a. Approve Minutes from Board of Directors Meeting on March 14, 2024

Motion to approve consent agenda upon correcting attendance roster to include Sheila Mohan and remove J.R. Fruen by Walia

Second by Klein

AYES: 13

NAYS: 0

ABSTENTIONS: 0

ABSENT: 1

Motion passes 13-0-0-1

2. President Update (Fligor)

3. Bay Area Housing Finance Authority (BAHFA) Update on November 2024 Affordable Housing General Obligation Bond (Fligor)

- a. Guest Speakers: Daniel Saver, Association of Bay Area Governments (ABAG)
Consuelo Hernandez, Santa Clara County Office of Supportive Housing

4. Silicon Valley Regional Interoperability Authority (SVRIA) Financial Plan (Fligor)

- a. Guest Speakers: Eric Nickel, Executive Director, SVRIA
Russ Melton, Chair, Board of Directors, SVRIA

5. Adoption of 2024-2025 Budget

- a. Presentation of Website Update: Costs and Considerations
- b. 2024-2025 Budget Presentation and Adoption

Motion to approve 2024-2025 budget as presented by Turner

Second by Kamei

AYES: 13

NAYS: 0

ABSTENTIONS: 0

ABSENT: 1

Motion passes 13-0-0-1

Motion to form subcommittee for website upgrade and appoint Larry Klein as Chair, and appoint Javed Ellahie, Matthew Hudes, Mark Turner and Tina Walia as members by Fligor

Second by Turner

AYES: 13

NAYS: 0

ABSTENTIONS: 0

ABSENT: 1

Motion passes 13-0-0-1

6. Joint Powers Agency Formation Update: Discussion and Possible Action (Quinn/Sirkay)

- a. Introduction of Certified Public Accountant Firm, Moss, Levy and Hartzheim
- b. Consideration of Membership in Special Districts Risk Management Authority (SDRMA) for insurance coverage.
 1. Adopt A RESOLUTION OF THE BOARD OF DIRECTORS OF CITIES ASSOCIATION OF SANTA CLARA COUNTY JOINT POWERS AGENCY APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION OF A SIXTH AMENDED JOINT POWERS AGREEMENT AND AUTHORIZING PARTICIPATION IN THE SPECIAL DISTRICT RISK MANAGEMENT AUTHORITY'S PROPERTY/LIABILITY PROGRAM.(Resolution 2024-1)
 2. Authorize the CASCC Board President to execute the Sixth Amended Joint Powers Agreement Relating to the Special District Risk Management Authority ("SDRMA").
 3. Authorize the Executive Director to apply to join the California Special Districts Association (CSDA) on behalf of the Cities Association of Santa Clara County Joint Powers Agency.

Motion to adopt Resolution 2024-1 and to authorize the CASCC Board President to execute the Sixth Amended Joint Powers Agreement Relating to the Special District Risk Management Authority ("SDRMA") and to authorize the Executive Director to apply to join the California Special Districts Association (CSDA) on behalf of the Cities Association of Santa Clara County Joint Powers Agency by Turner

Second by Mok

AYES: 13

NAYS: 0

ABSTENTIONS: 0

ABSENT: 1

Motion passes 13-0-0-1

7. Legislative Action Committee Update: Discussion and Possible Action (Walia)

Motion to accept the Legislative Action Committee recommendation to take a support position on AB 2814 (Low) by Kamei

Second by Klein

AYES: 13

NAYS: 0

ABSTENTIONS: 0

ABSENT: 1

Motion passes 13-0-0-1

Motion to accept Legislative Action Committee recommendation to oppose unless amended AB 1820 (Schiavo) by Watanabe

Second by Klein

AYES: 12

NAYS: 0

ABSTENTIONS: 1

ABSENT: 0

Motion passes 12-0-1-1

Motion to accept Legislative Action Committee recommendation to oppose AB 1886 (Alvarez) by Montano

Second by Watanabe

AYES: 12

NAYS: 0

ABSTENTIONS: 2

ABSENT: 2

Motion passes 12-0-2-2

8. Reports from Regional Appointed Representatives

- a. Margaret Abe-Koga, Metropolitan Transportation Commission (MTC)

9. Santa Clara County City Managers Association Update (Engeland)

10. Executive Director Update (Sirkay)

11. Joys and Challenges (All)

ADJOURN (Fligor)

Meeting adjourned at 9:57 PM

Respectfully submitted on May 9, 2024,

Vaishali Sirkay

Vaishali Sirkay

Executive Director

Cities Association of Santa Clara County

DRAFT

PUBLIC COMMENT

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Agenda Item No: 5a

Meeting Date: **May 9, 2024**

Cities Association of Santa Clara County Joint Powers Agency Agenda Report

To: BOARD OF DIRECTORS

**Prepared by: Jannie Quinn, General Counsel
Andrew Shen, General Counsel**

TOPIC: Conflict of Interest Code
SUBJECT: Consideration and Adoption of Conflict of Interest Code

RECOMMENDATION:

1. Consideration of Proposed Conflict of Interest Code
2. Adopt a Resolution Adopting a Conflict of Interest Code for the Santa Clara County Cities Association Joint Powers Agency (“Cities Association” or “Agency”)

BACKGROUND:

Under the Political Reform Act (“PRA”), Gov’t Code §§ 87100, et seq., public officers and employees who have decision-making authority should file Statements of Economic Interests (also known as “Form 700s”) that disclose their financial interests and potential conflicts.

The PRA requires public agencies to adopt Conflict of Interest Codes that designate the public officials required to file a Form 700 and the scope of those disclosures. (See Gov’t Code §§ 87300, et seq.)

Pursuant to Government Code Section 87303, newly created public agencies such as the Cities Association must submit its proposed Conflict of Interest Code to its “code reviewing body” within six months after coming into existence. The code reviewing body for the Agency is the Santa Clara County Board of Supervisors, since our jurisdiction lies wholly within this county. (Gov’t Code § 82011(b).)

As you are aware, the Agency came into existence on February 1, and our deadline to submit a Conflict of Interest Code to the Board of Supervisors is thus August 1. But in communication with the Santa Clara County Counsel’s Office, they have requested that the Cities Association submit its Conflict of Interest Code by May 20, so that it can be introduced at the Board of Supervisors in June (before its July recess).

SUMMARY OF PROPOSED CONFLICT OF INTEREST CODE:

The Santa Clara County Counsel’s Office has graciously reviewed the proposed Conflict of Interest Code. Under this proposal, Board members (including alternates), the Executive Director, and the Co-General Counsel would file Form 700s. Pursuant to the Conflict of Interest Code, these positions would file under disclosure category 1, which is the broadest level of disclosure.

While Board members, as elected representatives of their own cities and towns, are already filing under disclosure category 1, we do wish to bring a potentially significant distinction to your attention.

Because the Cities Association has County-wide jurisdiction, the financial interests subject to disclosure would also be County-wide. So, hypothetically, if a Los Altos city councilmember owns a property in San José, that councilmember would be required to disclose that property interest on her Cities Association Form 700 – but it is unlikely she would have been required to do so on her Los Altos Form 700. Likewise, under the Cities Association’s Form 700 disclosure requirement we would also be required to disclose investments, business positions, and sources of income and gifts from any entities “doing business” in *Santa Clara County*, rather than the individual jurisdictions you represent as a Mayor or Councilmember.

ELECTRONIC FILING:

With the assistance of the Santa Clara County Counsel’s Office, we also plan to move to electronic filing of Form 700s by the next annual filing deadline. If you already have an account with the county’s eDisclosure system, you should be able to use that same login information to file your Cities Association Form 700.

CONCLUSION:

We submit the proposed Conflict of Interest Code for the Board’s consideration and approval.

FISCAL IMPACT:

None.

OPTIONS:

The Board of Directors has the following options:

1. Review and approve the proposed Conflict of Interest Code through the attached Resolution.
2. Direct General Counsel to make additional edits to the Conflict of Interest Code, verify those changes with the Santa Clara County Counsel’s Office and return to the Board at a future meeting.

ATTACHMENT:

1. Proposed Resolution Adopting Conflict of Interest Code

RESOLUTION NO. 2024-003

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CITIES
ASSOCIATION OF SANTA CLARA COUNTY JOINT POWERS AGENCY
ADOPTING A CONFLICT OF INTEREST CODE**

WHEREAS, pursuant to the California Political Reform Act of 1974, Government Code Section 87303, the Cities Association of Santa Clara County Joint Powers Agency (“Cities Association”) must adopt a conflict of interest code within six months of its formation on February 1, 2024; and

WHEREAS, the following conflict of interest code also incorporates the provisions of Title 2 of the California Code of Regulations Section 18730, as may be amended from time to time; and

WHEREAS, the following conflict of interest code must also be approved by the Santa Clara County Board of Supervisors as the Cities Association’s code reviewing body pursuant to Government Code Section 82011; and

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

1. The terms of the standard conflict of interest code provisions set forth in Title 2 of the California Code of Regulations Section 18730, as may be amended from time to time, are hereby adopted, incorporated by reference and shall serve, together with the Appendices attached hereto, as the Conflict of Interest Code for the Cities Association.
2. The list of designated positions attached hereto as Appendix A is hereby adopted.
3. The list of disclosure categories attached hereto as Appendix B is hereby adopted.
4. Persons holding a designated position listed in Appendix A must file their Statement of Economic Interests (“Form 700”) with the Cities Association’s filing official. If a statement is received in signed paper format, the filing official shall make and retain a copy and forward the original of this statement to the filing officer, the County of Santa Clara Clerk of the Board of Supervisors. If a statement is electronically filed using the County of Santa Clara’s Form 700 e-filing system, both the filing official and the County of Santa Clara Clerk of the Board of Supervisors will receive access to the e-filed statement simultaneously. The Cities Association shall make the statements available for public inspection and retain them for at least seven years, pursuant to Government Code sections 81008-09.

//

5. The Conflict of Interest Code of the Cities Association shall become effective upon the date of its approval by the Santa Clara County Board of Supervisors, the Cities Association's code reviewing body.

ADOPTED this 9th day of May 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTION:

ATTEST:

Vishali Sirkay, Executive Director

APPROVED:

Neysa Fligor, Chair of the Board of Directors

APPENDIX A

Designated Positions

Designated Position	Disclosure Category
Member of the Board of Directors	1
Alternate Member of the Board of Directors	1
Consultant ¹	2
Newly Created Position	*

¹ This includes, but is not limited to, any individual serving in the role of Executive Director or General Counsel through contract with the Cities Association.

APPENDIX B

Disclosure Categories

Category 1:

Persons in this category shall disclose:

- (a) investments, business positions, and income, including gifts, loans, and travel payments, in or from sources which are located in, doing business in, planning to do business in, or has done business during the previous two years in Santa Clara County; and
- (b) interests in real property located entirely or partly within Santa Clara County or within two miles of the borders of Santa Clara County, or within two miles of any land owned or used by the Cities Association.

Category 2:

Consultants, as defined under the Political Reform Act, shall disclose pursuant to disclosure category 1 subject to the following limitation: The Executive Director in consultation with the General Counsel may determine in writing that a particular consultant, although a “designated position,” is hired to perform a range of duties that is limited in scope and thus is not required to file according to the broadest disclosure category, but should instead comply with more tailored disclosure requirements specific to that consultant’s duties. Such a determination shall include a description of the consultant’s duties and, based upon that description, a statement of the appropriate extent of disclosure requirements. All such determinations shall be made using the Fair Political Practices Commission Form 805, are public records, and shall be retained for public inspection along with this conflict of interest code.²

* Newly Created Positions

If the Cities Association has a newly created position that must file statements of economic interests, the newly created position shall disclose pursuant to disclosure category 1 subject to the following limitation: The Executive Director in consultation with the General Counsel may determine in writing that a particular newly created position, although a “designated position,” is hired to perform a range of duties that are limited in scope and thus is not required to file according to the broadest disclosure category, but should instead comply with more tailored disclosure requirements specific to that newly created position’s duties. Such a determination shall include a description of the newly created position’s duties and, based upon that description, a

² Notwithstanding this process, the individuals serving in the role of Executive Director or General Counsel shall disclose their financial interests under disclosure category 1.

statement of the appropriate extent of disclosure requirements. All such determinations shall be made using the Fair Political Practices Commission Form 804, are public records, and shall be retained for public inspection along with this conflict of interest code.

When the Cities Association has a newly created position that must file statements of economic interests, the Cities Association filing official shall contact the County of Santa Clara Clerk of the Board of Supervisors Form 700 division to notify it of the new position title to be added in the County's electronic Form 700 record management system, known as eDisclosure. Upon this notification, the Clerk's office shall enter the actual position title of the newly created position into eDisclosure and the Cities Association's filing official shall ensure that the name of any individual(s) holding the newly created position is entered under that position title in eDisclosure.

Additionally, within 90 days of the creation of a newly created position that must file Statements of Economic Interests, the Cities Association shall update this conflict-of-interest code to add the actual position title in its list of designated positions, and submit the amended conflict of interest code to the County of Santa Clara Office of the County Counsel for code-reviewing body approval by the County Board of Supervisors. (Gov. Code Sec. 87306.)



Agenda Item No: 5b

Meeting Date: **May 9, 2024**

Cities Association of Santa Clara County Joint Powers Agency Agenda Report

To: BOARD OF DIRECTORS

Prepared by: Jannie Quinn, General Counsel
Andrew Shen, General Counsel

TOPIC: Bylaws
SUBJECT: Consideration and Adoption of Bylaws

RECOMMENDATION:

1. Presentation and Consideration of Proposed Bylaws
2. Adopt A RESOLUTION ADOPTING BYLAWS FOR THE SANTA CLARA CITIES ASSOCIATION JOINT POWERS AGENCY

BACKGROUND:

On February 8, 2024, the Board of Directors (“Board”) voted to designate Cities Association’s Executive Committee as the Bylaws Review Subcommittee.

At its February 23, 2024 meeting, the Executive Committee adopted the following process and timeline to solicit feedback on proposed bylaws for the Cities Association. This process was adopted to provide sufficient opportunity for city council input as the member agencies determine to be appropriate.

- February 29, 2024: the Executive Committee circulated copies of the former unincorporated Cities Association’s bylaws, with minor comments and edits, as the starting point for the development of bylaws for the Cities Association Joint Powers Agency (“Agency”), to Board members for comment and recommendations.
- April 12, 2024: member cities provided their comments on feedback on the draft bylaws.
- April 19, 2024: the Executive Committee began its review of the feedback provided by the Cities Association member cities.
- April 26, 2024: the Executive Committee held its regular meeting to discuss the feedback and develop draft proposed bylaws for the Agency.
- April 30, 2024: the Executive Committee distributed the draft proposed bylaws and recommendations to the Board.
- May 9, 2024: the Board will review the draft proposed bylaws and consider final approval.

At its meeting on April 26th, the Executive Committee considered the input provided by the member agencies as part of this process and provided direction which are incorporated into the draft proposed bylaws that were sent to the Board Members and alternates on April 30, 2024.

The purpose of this meeting is to review and consider adoption of the bylaws proposed by the Executive Committee. The draft proposed bylaws are attached to this staff report in two versions. One is a strike-out version that shows the changes from the bylaws previously adopted by the unincorporated association. The other bylaw attachment is a “clean” copy of the proposed bylaws. Please note that the Agency currently does not have any Bylaws in place to govern its work.

As further background, the April 19, 2024, staff report to the Executive Committee is also attached. This earlier staff report summarizes the input received during the joint powers agency formation process.

OVERVIEW

General Comments and Approach

Article 26 of the Cities Association’s Joint Powers Agreement (“Agreement”) states:

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

The foregoing provision confirms that the Bylaws must be consistent with the Agreement itself. Thus, for example, the Bylaws cannot expand the Cities Association’s powers (see Articles 6-7 of the Agreement) or change the composition of the Board or the Executive Committee (see Articles 8 and 11 of the Agreement). But the Bylaws can specify the organization’s procedures and standards, within the framework of the Agreement. Article 26 of the Agreement also specifies that the Cities Association’s Board will adopt Bylaws for the organization.

Also of note, Article 9, Section 9.4 of the Agreement specifies the voting threshold for approval: “Unless otherwise required by law, a vote of the majority of a quorum of the members present at a meeting is sufficient to take any action, unless otherwise specified in this agreement.” A 2/3 vote is required to create significant programs, to remove a Director from the Board, and to terminate the Agreement.

The draft bylaws were first reviewed for consistency with the Agreement. Next, the draft bylaws were reviewed to reflect updates in the law, such as the Brown Act, and to reflect the status of the Agency

as a joint powers authority. An effort was also made to remove those provisions that restated the Agreement to avoid any confusion.

Summary of Changes in Proposed Bylaws

To distinguish the bylaws from the joint powers agreement, it is recommended the provisions in the bylaws be titled “sections” instead of “articles”.

Section I Purpose and Principal Place of Business

This section has been modified to outline the purpose of the bylaws. Duplicative provisions (such as the purpose of the Agency) that are contained in the Agreement have been removed.

Section II Membership

Further clarification regarding associate members has been added to this provision. Additional provisions, consistent with the Agreement, regarding potential suspension of members was also added.

Section III Board of Directors

No substantive changes were requested to this Section by the member cities. The advisory role of the City Manager’s Association has been clarified as requested by two member agencies.

Section IV Officers

This section required significant edits to be consistent with the Agreement:

- clarifying that elected officials who are not board members may serve on the Executive Committee;
- aligning the duties of the Officers with the Agreement and current practices;
- confirming that the Executive Director and General Counsel are independent contractors, not employees of the Agency; and
- in response to a request from a member agency and to ensure more involvement of non-Executive Committee members, requiring that the composition of 3-member nominating committee language to include at least one member of the Executive Committee and at least one member who is not on the Executive Committee (Section 6).

Section V Meetings

This Section contains minor revisions to comply with the Brown Act, clarify voting thresholds for approval of proposed actions, and establish Rosenberg’s Rules of Order as the governing rules of order for the Agency.

Section VI Committees

An effort was made to align the committees with the Agreement. As requested by some member agencies, the role of the Legislative Action Committee has been clarified as advisory to the Board. Although there was a suggested change to indicate each member agency’s vote when communicating the Agency’s position on a legislative matter, that change was not made because it was viewed as diluting the effectiveness and influence of the Cities Association. It is also not the practice of city councils or regional bodies when they take positions on matters. A member agency in the minority on a legislative matter always has the option to communicate its position on the matter separately.

The City Selection Committee section was updated to reflect state law.

During the approval process for the Agreement, there was a request to create a working committee consisting of city staff. As the Agreement allows the Board to create additional committees upon board approval, and the Board can establish a working committee to study a proposed Significant Program, the proposed bylaws do not explicitly establish a working committee but allow for such a possibility in the future.

Section VII Finances

The budget process dates now correspond to the Agreement, with adoption of a budget by April 30 of each year.

As requested by a member agency, the Bylaws clarify the 2/3 vote requirement for Significant Programs as a threshold that applies both during the adoption of the annual operating budget and any subsequent mid-year budget adjustments.

The accounting and reporting provisions have been updated to reflect current practices.

While a request was received to include a dues formula in the bylaws, a formula was not included in the bylaws. Each year, the Board will approve and adopt a dues schedule as part of the annual budget process and as part of that process, the Board will have flexibility in considering the schedule without having to go back and edit the bylaws.

Section VIII Adoption and Amendments

This Section was revised to reflect the provision in the Agreement that requires the Board to adopt and amend the bylaws, rather than city councils.

CONCLUSION

Following an opportunity for input of the member agencies, the Executive Committee submits the attached proposed bylaws for the Board's consideration and approval.

FISCAL IMPACT:

None.

REQUESTED ACTION(S):

The Board of Directors is being asked to review, further edit if necessary, and approve the proposed draft bylaws by adopting the attached Resolution.

ATTACHMENTS:

1. Proposed Bylaws
2. Strike-out version of Proposed Bylaws
3. Resolution Adopting Bylaws
4. Joint Powers Agreement
5. April 19, 2024, Staff Report to Executive Committee

BYLAWS

CITIES ASSOCIATION OF SANTA CLARA COUNTY JOINT POWERS AGENCY

ARTICLE I

PURPOSE AND PRINCIPAL PLACE OF BUSINESS

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

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

ARTICLE II

MEMBERSHIP

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

Section 2. Suspension. As provided in Article 18.1.4 of the Agreement, if a member City elects to relinquish its status as a member of the Agency, or if a member City fails to be represented at four (4) or more consecutive meetings of the Board of Directors, then the Board of Directors may suspend that member City. As further provided in Article 21, any member City which is delinquent in payment of its dues shall automatically be deemed suspended from membership sixty (60) days after the date on which payment is due if the full payment has not been received, and it shall be the duty of the Secretary/Treasurer to promptly notify the City of its delinquency. Once suspended, the member City may not have any representation on the

Board of Directors and may not vote on matters coming before the Board of Directors. A suspended member City shall be restored to full membership upon its payment of the total dues assessment then due and payable in accordance with Article VII, Section 2.

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

ARTICLE III

BOARD OF DIRECTORS

Section 1. Selection and Tenure. In accordance with Section 8.1 of the Agreement, the Board of Directors of this Agency shall be composed of a representative from each member City, selected by and from the legislative body thereof. Each Board member shall hold office at the pleasure of his or her City's legislative body, and selection shall be made in such manner as the respective legislative bodies of member Cities may themselves determine.

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

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

Section 4. Ex Officio Members. The Santa Clara County City Managers Association shall serve as advisors to the Agency and may appoint one of its members to serve as an ex officio member of the Board of Directors. The ex officio member may participate in deliberations but shall not participate in voting or in any of the privileges of membership, and shall not be counted for the purpose of determining whether a quorum of the Board is present.

Section 5. Compensation. No member of the Board of Directors, including officers, shall receive any compensation from the Agency for his or her services as a member of the Board. No member of the Board, including officers, shall be entitled to reimbursement from the Agency for expenses incurred on Agency business unless such reimbursement shall be authorized in advance by the Board of Directors, or unless such reimbursement is authorized and distributed by the member's respective city.

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

ARTICLE IV

OFFICERS

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

Section 2. Term of Office.

- a. The regular term of office for all officers shall commence upon election and shall be for a period of one (1) year. No person shall hold the same office for more than two (2) consecutive full terms.
- b. Election of officers shall take place at the first meeting of the Board of Directors and annually thereafter at the regular meeting of the Board of Directors in November.
- c. In the event a vacancy occurs during any officer's term of office, the Board of Directors shall determine whether to fill the unexpired portion of the term and may request that the President establish a nominating committee, as set forth in Section 6 below. If a vacancy occurs in the position of President, the Board of Directors shall fill the position at the next regular meeting or at a special meeting called to fill the vacancy, as provided in Article 10 of the Agreement. A person appointed to fill the unexpired portion of the term is not rendered ineligible to hold the same office in accordance with the provisions of Article IV, Section 2(a).

Section 3. Duties.

- a. President. It shall be the duty of the President to preside at the meetings of the Board of Directors and to perform such other duties as ordinarily pertains to the office of President of like types of organizations.
- b. Vice Presidents. It shall be the duty of the First and Second Vice-Presidents, in that order, to act in the place and stead of the President during the President's absence or inability to act.
- c. Secretary/Treasurer. Consistent with Articles 16 and 17 of the Agreement, the Secretary/Treasurer shall be responsible for the review of all financial accounts and records and the disbursement of funds by the Agency so that they are in accordance with the Agreement, these Bylaws, and the directions of the Board of Directors. In accordance with Section 9.3 of the Agreement, the Secretary/Treasurer shall see that minutes of all Board and Committee meetings are recorded. The day-to-day operation and performance of the Secretary/Treasurer's duties may be delegated

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

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

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

Section 6. Nominating Committee. A nominating committee consisting of three (3) Board members shall be appointed by the President no later than two (2) meetings before the meeting at which officers for the following year will be elected. The President shall appoint at least one (1) Executive Committee member and at least one (1) Board member who is not a member of the Executive Committee to the nominating committee. At the meeting immediately preceding the meeting for the election of officers, this nominating committee shall present its nominations for officers for the following year. Additional nominations may be made from the floor at the meeting where the election is to be conducted, providing the consent of the nominee has been secured.

ARTICLE V

MEETINGS

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

Section 2. Notice and Meetings. The Agency is a legislative body for purposes of the Brown Act (Govt. Code 54950 *et seq*). Notice of the time and place of all regular meetings shall be given in writing by the Secretary/Treasurer or a designee to all members of the Board at least three (3) days prior to the meeting. Such notices may be sent by electronic mail. Notice of special meetings shall be given by the Secretary/Treasurer or a designee to all Board members at least one (1) day in advance and in the manner required by the Brown Act. The Secretary/Treasurer or designee shall be responsible for preparing and posting agendas of regular Board meetings at least 72 hours prior to the meeting and in compliance with the Brown Act.

Section 3. Quorum. A majority of the members of the Board of Directors shall constitute a quorum to do business at any such regular or special meeting. Whenever a quorum is not present, the meeting shall be adjourned or postponed to a subsequent time and place as determined by the President.

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

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

ARTICLE VI

COMMITTEES

Section 1. Standing Committees.

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

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

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

Section 2. Other Committees Authorized.

- a. A nominating committee will be appointed as required and in accordance with the provisions of Article IV.
- b. The President, with the consent and approval of the Board of Directors, may appoint such committees as may be necessary from time to time, and designate the chair and the purpose of each such committee. Subject to the Board of Directors' consent and approval, any elected official of any member City shall be eligible to serve upon any such committee.

Section 3. Quorum. A majority of the members of each committee shall constitute a quorum to do business at any such regular or special meeting. Whenever a quorum is not present, the meeting shall be adjourned or postponed to a subsequent time and place as determined by the Chair.

ARTICLE VII

FINANCES

Section 1. Budget. In accordance with Article 8.3.5 of the Agreement, on or before April 30 of each calendar year, the Board of Directors shall approve a budget for the Agency for the fiscal year commencing with July 1 of the same calendar year. A copy of the budget when approved and a copy of the final budget when adopted shall be transmitted to each member City.

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

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

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

Section 4. Funds. All funds received by the Agency from the membership or any other source shall be deposited in a financial institution or institutions determined by the Secretary/Treasurer and disbursed only by persons designated by the Board of Directors as signers on the account including the Executive Director, the Secretary/Treasurer, and the President.

Section 5. Accounting. In accordance with Article 16 of the Agreement, every year, an audit of the Agency's finances shall be completed and copies thereof shall be filed with the Board of Directors and the County Auditor for Santa Clara County. Upon request, a complete written account of all receipts and disbursements during the previous year, showing the opening and closing balances shall be prepared by the Secretary/Treasurer or a designee. Copies thereof shall be made available to the Board of Directors. On a quarterly basis, bank and reconciliation statements shall be reviewed and approved by the Secretary/Treasurer. Quarterly reports of accounting and investments shall be prepared and made available to the Board of Directors by the Secretary/Treasurer or a designee.

ARTICLE VIII

ADOPTION AND AMENDMENTS

Section 1. Adoption. These Bylaws shall become effective upon the affirmative vote of a majority of the Board of Directors present and voting.

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

BYLAWS
Of the
CITIES ASSOCIATION OF SANTA CLARA COUNTY JOINT POWERS AGENCY

ARTICLE I

PURPOSE AND PRINCIPAL PLACE OF BUSINESS~~NAME, PURPOSE AND POWERS~~

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

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

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

- ~~a. To review, study, develop consensus positions, and recommend on issues of interest to Santa Clara County cities;~~
- ~~b. To develop a common agenda for Santa Clara County cities;~~
- ~~c. To serve as a unified voice for Santa Clara County cities in relationship to other agencies, organizations, and levels of government, including the Peninsula Division of the League of California Cities;~~
- ~~d. To serve as the City Selection Committee pursuant to Government Code section 50270 et seq. and make appointments to regional and local bodies as provided by law;~~
- ~~e. To assist in development of state-wide legislative policy through the structure of~~

~~the League of California Cities;~~

~~f. To serve as a source of education, information and networking for officials from all cities in Santa Clara County;~~

~~g. To provide a forum for non-city individuals, groups and organizations and the private sector to address items of interest to Santa Clara County cities.~~

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

ARTICLE II

MEMBERSHIP

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

~~**Section 2. Suspension.** As provided in Article 18.1.4 of the Agreement, if a member City elects to relinquish its status as a member of the Agency, or if a member City fails to be represented at four (4) or more consecutive meetings of the Board of Directors, then the Board of Directors may suspend that member City. As further provided in Article 21, Aany member City which is delinquent in payment of its dues shall automatically be deemed suspended from membership sixty (60) days after the date on which payment is due if the full payment has not been received, and it shall be the duty of the Secretary/Treasurer to promptly notify the City of its delinquency. Once suspended, the member City may not have any representation on the Board of Directors and may not vote on matters coming before the Board of Directors. A suspended member City shall not be permitted to participate in any Association proceedings. A suspended member City shall be restored to full membership upon its payment of the total dues assessment then due and payable in accordance with Article VII, Section 2.~~

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

ARTICLE III

BOARD OF DIRECTORS

Section 1. Selection and Tenure. ~~In accordance with Section 8.1 of the Agreement,~~ ~~The Board of Directors of this Association-Agency shall be composed of a representative from each member eCity, selected by and from the legislative body thereof. Each Board member shall hold office at the pleasure of his or her City's legislative body, and selection shall be made in such manner as the respective legislative bodies of member Cities may themselves determine.~~

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

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

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

Section 5. Compensation. No member of the Board of Directors, including officers, shall receive any compensation from the ~~Assoeiation-Agency~~ for his or her services as a member of the Board. No member of the Board, including officers, shall be entitled to reimbursement from the ~~AssoeiationAgency~~ for expenses incurred on ~~Assoeiation-Agency~~ business unless such reimbursement shall be authorized in advance by the Board of Directors, or unless such reimbursement is authorized and distributed by the member's respective city

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

ARTICLE IV

OFFICERS

Section 1. Officers Designated. ~~In accordance with Article 10 of the Agreement, T~~the following officers ~~of this Assoeiation~~ shall be elected by the Board of Directors: President, First Vice President, Second Vice-President and Secretary/Treasurer. Officers shall be selected ~~by the Board of Directors,~~ from ~~the~~ Council Members and Mayors of ~~Mm~~member Cities.

Section 2. Term of Office.

- a. The regular term of office for all officers shall commence upon election and shall be for a period of one (1) year. No person shall hold the same office for more than two (2) consecutive full terms.
- b. Election of officers shall take place at the first meeting of the Board of Directors and annually thereafter at the regular meeting of the Board of Directors in November.
- c. In the event a vacancy occurs during any officer's term of office, the Board of Directors shall determine whether to fill the unexpired portion of the term ~~at a regular or a special meeting and may request that the President establish a nominating committee, as set forth in Section 6 below. If such a determination is made, the then presiding officer shall appoint a nominating committee consisting of three (3) Board members which shall present its recommendations for filling the vacancy to the Board of Directors at the earliest practicable time and in accordance with the notice provisions set forth in Article V, Section 2. If a vacancy occurs in the position of President, the Board of Directors shall fill the position at the next regular meeting or at a special meeting called to fill the vacancy, as provided in Article 10 of the Agreement.~~ A person ~~who is~~ appointed to fill the unexpired portion of the term is not rendered ineligible to hold the same office in accordance with the provisions of Article IV, Section 2(a).

Section 3. Duties.

- a. President. It shall be the duty of the President to preside at the meetings of the Board of Directors and to perform such other duties as ordinarily pertains to the office of President of like types of organizations.
- b. Vice Presidents. It shall be the duty of the First and Second Vice-Presidents, in that order, to act in the place and stead of the President during the President's absence or inability to act.
- c. Secretary/Treasurer. ~~Consistent with Articles 16 and 17 of the Agreement, T~~the Secretary/Treasurer shall ~~be responsible for the review of~~ all financial accounts and records ~~and the disbursement of funds by the Agency to determine so~~ that they are in accordance with ~~the Agreement,~~ these Bylaws, and the directions of the Board of Directors. ~~In accordance with Section 9.3 of the Agreement, T~~the Secretary/Treasurer shall see that minutes of all Board and Committee meetings are recorded, ~~notice of meetings of the Board are posted, and that all receipts and disbursement of funds by the Association are done in accordance with these Bylaws and the direction of the Board of Directors.~~ The day-to-day operation ~~and performance~~ of the ~~office of~~ Secretary/Treasurer's duties may be delegated to an Executive Director for the ~~Association~~Agency, ~~which position shall be nonvoting but in that instance, the Executive Director shall not become an Officer or Board member for the Agency.~~

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

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

Section 56. Nominating Committee. A nominating committee consisting of three (3) Board members shall be appointed by the President no later than two (2) meetings before the meeting at which officers for the following year will be elected. The President shall appoint at least one (1) Executive Committee member and at least one (1) Board member who is not a member of the Executive Committee to the nominating committee. At the meeting immediately preceding the meeting for the election of officers, this nominating committee shall present its nominations for officers for the following year. Additional nominations may be made from the floor at the meeting where the election is to be conducted, providing the consent of the nominee has been secured.

ARTICLE V

MEETINGS

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

Section 2. Notice and Meetings. The ~~Assoeiation-Agency~~ is a legislative body for purposes of the Brown Act (Govt. Code 54950 *et seq*). Notice of the time and place of all regular meetings shall be given in writing by the Secretary/Treasurer or a designee to all members of the Board at least three (3) days prior to the meeting. Such notices may be sent by electronic mail. ~~United States mail, postage prepaid, or by electronic mail, or by the Internet, which shall be determined to be personally delivered.~~ Notice of special meetings shall be given by the Secretary/Treasurer or a designee to all Board members at least one (1) day in advance and in the manner required by the Brown Act. Government Code section 54956. The Secretary/Treasurer or designee shall be responsible for preparing and posting agendas of regular Board meetings ~~three (3) days~~ at least 72 hours prior to the meeting and in compliance with

~~Government Code section 54954.2 the Brown Act.~~

Section 3. Quorum. A majority of the members of the Board of Directors shall constitute a quorum to do business at any such regular or special meeting. ~~Whenever a quorum is not present, the meeting shall be adjourned or postponed to a subsequent time and place as determined by the President.~~

Section 4. Voting. The affirmative vote of a majority of the members of the Board of Directors present ~~at a meeting, rather than a majority of all of the Board of Directors' members,~~ shall be ~~sufficient for approval of a proposed action, necessary for the Board of Directors to take action.~~ Each member ~~City of the Association~~ shall have one vote.

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

ARTICLE VI

COMMITTEES

Section 1. Standing Committees.

- a. ~~Executive Committee. Board.~~ The Executive ~~Committee Board~~ shall act to accomplish, administer and facilitate the goals and the purposes of the ~~Association Agency~~ at the direction of the Board of Directors. ~~As provided in Article 11 of the Agreement, the Executive Committee Board shall consist of the officers of this the Board of Directors Association; including the Immediate Past President, if still a Council Member or Mayor of a member City. Cities Association member; the Chair of the Legislative Action Committee; and a Director at Large who may be appointed if the Immediate Past President is no longer a Council Member or Mayor of a member City, a Director at Large may be appointed to the Executive Committee to fill the vacancy. Cities Association member.~~ The Director at Large shall be a ~~Council Member or Mayor of a member City Cities Association member~~ appointed by the President upon approval of the Board. The Vice Chair of the Legislative Action Committee shall be appointed to serve on the Executive ~~Committee Board~~ in the absence of the Chair of the Legislative Action Committee.
- b. ~~Legislative Action Committee. There shall be a Legislative Action Committee of this Association, which shall have the membership and purpose as follows.~~ The membership of the Legislative Action Committee shall consist of one representative from each ~~member City in the County.~~ The representative shall be a ~~City~~ Council Member or the Mayor. Each City shall also appoint an alternate to serve on the ~~Legislative Action Committee~~ in the absence of the designated representative. The alternate ~~may shall~~ be a ~~City~~ Council Member or the Mayor. Each ~~member~~ City, represented by either the

representative or the alternate, shall have one vote. The representative of a member City who serves on the Board of Directors (or alternate to the Board) may also serve as the member City's representative to the Legislative Action Committee (or alternate to the Committee). The purpose of the Legislative Action Committee is threefold. First, the Committee would enable the Association Agency to advocate on issues of interest to Santa Clara County cities in an organized, effective manner and assist in the development of state-wide legislative policy through local and state government and CalCities. With respect to this advocacy and policy development, the Committee will submit its recommendations to the Board of Directors. If the Board accepts a recommendation, the Chair of the Committee will transmit the Agency's position to the appropriate official, committee, or policy-making body. Second, the Committee would provide basic legislative information to cities with little or no legislative staff, upon request. Third, the Chair of the Committee and the Board President may would organize emergency responses to urgent legislative issues, consistent with prior decisions made by the Board of Directors.

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

~~Section 2. Liaison Committee.~~

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

~~Section 32. Other Committees Authorized.~~

- a. A nominating committee will be appointed as required and in accordance with the provisions of Article IV.
- b. The President, with the consent and approval of the Board of Directors, may appoint such committees as may be necessary from time to time, and designate the chair and the purpose of each such committee. Subject to the Board of Directors' consent and approval, Aany elected individual official of any member City shall be eligible to serve upon any such committee.

~~Section 43. Quorum.~~ ~~The quorum for each committee except the City Selection Committee shall be determined by the Board at such time as the committee is created. A quorum~~

~~for the City Selection Committee shall be eight (8) members. The majority vote for the City Selection Committee (8) is required to appoint representatives to boards, commissions, or agencies. A majority of the members of each committee shall constitute a quorum to do business at any such regular or special meeting.~~ Whenever a quorum is not present, the meeting shall be adjourned or postponed to a subsequent time and place as determined by the Chair.

ARTICLE VII

FINANCES

Section 1. Budget. ~~In accordance with Article 8.3.5 of the Agreement,~~ On or before April ~~15-30~~ of each calendar year, the Board of Directors shall approve a ~~preliminary~~ budget for the ~~Association Agency~~ for the fiscal year commencing with July 1 of the same calendar year. ~~The Board of Directors shall adopt a final budget no later than June 15 of each year.~~ A copy of the ~~preliminary~~ budget when approved and a copy of the final budget when adopted shall be transmitted to each ~~M~~member City.

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

Section 23. Dues. Each Member City shall pay to this ~~Association Agency~~ annual ~~dues membership fees~~ in accordance with a dues schedule adopted by the Board of Directors ~~as part of the annual operating budget~~ on or before ~~June 1~~ April 30 of each year. Dues shall be for the fiscal year commencing July 1 and shall be an amount for each member City based upon the approved ~~annual operating~~ budget. The full amount shall be due and payable ~~on or~~ before July 1 of each year. Any City becoming a member of this ~~Association Agency~~ during a fiscal year shall pay the full dues for that year prior to exercising any rights of membership. ~~The dues schedule shall be revised every three (3) to four (4) years.~~

Section 34. Funds. All funds received by the ~~Association Agency~~ from the membership or any other source shall be deposited in a financial institution or institutions determined by the ~~Secre-tary~~Secretary/Treasurer and disbursed only by ~~check signed by any~~ persons designated by the Board of Directors as signers on the account including the Executive Director, the Secretary/Treasurer, and the President. ~~There shall be a Reserve of funds to cover six (6) to nine (9) months of operating expenses to ensure financial stability of the Association. The dues schedule shall be revised as such.~~

Section 45. Accounting. ~~In accordance with Article 16 of the Agreement,~~ ~~Every year, two (2) to three (3) years,~~ an audit of the ~~Association's Agency's~~ finances shall be completed and copies thereof shall be filed with the Board of Directors ~~and the County Auditor for Santa Clara County.~~ ~~Annually~~Upon request, a complete written account of all receipts and disbursements

during the previous year, showing the opening and closing balances shall be prepared by the Secretary/Treasurer or a designee. Copies thereof shall be ~~filed with~~made available to the Board of Directors. ~~On a quarterly basis~~Monthly, bank and reconciliation statements shall be reviewed and approved by the Secretary/Treasurer ~~and initialized as such~~. ~~Monthly-Quarterly~~ reports of accounting and investments shall be prepared and ~~filed with~~made available to the Board of Directors by the Secretary/Treasurer or a designee.

ARTICLE VIII

ADOPTION AND AMENDMENTS

Section 1. Adoption. These Bylaws shall become effective upon the affirmative vote of a majority of the Board of Directors present and voting. ~~legislative bodies of two-thirds of the cities in Santa Clara County.~~

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

RESOLUTION NO. 2024-002

**A RESOLUTION ADOPTING BYLAWS FOR OF THE CITIES ASSOCIATION OF SANTA CLARA
COUNTY JOINT POWERS AGENCY**

WHEREAS, Article 26 of the Joint Powers Agreement requires the Cities Association of Santa Clara County Joint Powers Agency to adopt bylaws to provide for the administration and management of the Agency to establish operating procedures and standards:

WHEREAS, The Board of Directors desires to adopt Bylaws for the general operation of the Agency, including but not limited to, Members, Officers and Committees.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE AGENCY AS FOLLOWS:

1. The bylaws, a copy of which is attached hereto and incorporated herein as Exhibit A, are hereby approved.

PASSED AND ADOPTED this 9th day of May, 2024 by the following vote:

AYES:

NOES:

ABSENT:

Neysa Fligor

President

Agency Secretary

JOINT POWERS AGENCY AGREEMENT FOR CITIES ASSOCIATION OF SANTA CLARA COUNTY

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

RECITALS

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

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

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

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

NOW, THEREFORE, the Parties agree to the following:

AGREEMENT

ARTICLE 1 - DEFINITIONS

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

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

ARTICLE 2 - CREATION AND PURPOSES

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

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

ARTICLE 3 - PARTIES TO AGREEMENT

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

ARTICLE 4 – FORMATION; TERM

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

ARTICLE 5 - CREATION OF THE AGENCY

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

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

ARTICLE 6 - POWERS OF THE AGENCY

- 6.1 Subject to the terms of this agreement, the Agency shall have all of the powers of a public agency as defined in the Government Code Section 6500 as amended and all additional powers set forth in the Joint Powers Law and other statutes applicable to the Joint Powers Agency created hereby and is authorized to do all acts necessary for the exercise of these powers on behalf of its Members. Powers include, but are not limited to, the following, in the Agency’s own name:
- 6.1.1 To make and enter into contracts;
 - 6.1.2 To incur debts, liabilities, and obligations and to encumber personal property;
 - 6.1.3 To acquire, hold, or dispose of personal property, contributions, and donations of personal property, funds, services, and other forms of assistance from persons, firms, corporations, and government entities;
 - 6.1.4 To sue and be sued in its own name, and to settle any claim against it;
 - 6.1.5 To receive and use contributions and advances from Members as provided in Government Code Section 6504, as amended including contributions or advances of personnel and equipment;
 - 6.1.6 To invest any money in its treasury that is not required for its immediate necessities, pursuant to Government Code Section 6509.5, as amended;
 - 6.1.7 To acquire, construct, manage, maintain, or operate title to personal property, or rights, or any interest therein;
 - 6.1.8 To retain the services of agents, contractors, and consultants;
 - 6.1.9 To receive, collect, and disburse monies;
 - 6.1.10 To conduct studies, tests, evaluations, and similar activities;
 - 6.1.11 To contract for services from Members, including in-kind services;
 - 6.1.12 To conduct public outreach and education;
 - 6.1.13 To participate in pilot and demonstration projects;
 - 6.1.14 To charge for services, programs, and/or systems;
 - 6.1.15 To work with elected officials and local, regional, state, and federal agencies, including other joint powers agencies and unincorporated associations to pursue funding, enter agreements and otherwise carry out the purposes of the Agency; and

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

ARTICLE 7 - RESTRICTIONS ON POWERS

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

ARTICLE 8 - BOARD OF DIRECTORS

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

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

ARTICLE 9 – MEETINGS OF THE BOARD OF DIRECTORS

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

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

9.5 Each Member of the Board shall have one vote.

ARTICLE 10 - OFFICERS

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

ARTICLE 11 - EXECUTIVE COMMITTEE

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

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

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

ARTICLE 12 - COMMITTEES

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

ARTICLE 13 – CITY SELECTION COMMITTEE

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

ARTICLE 14 – PROFESSIONAL SERVICES

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

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

ARTICLE 15 - SIGNIFICANT PROGRAMS

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

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

ARTICLE 16 - ACCOUNTS AND RECORDS

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

ARTICLE 17 - RESPONSIBILITIES FOR FUNDS AND PROPERTY

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

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

ARTICLE 18 - MEMBER RESPONSIBILITIES

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

ARTICLE 19 - NEW MEMBERS

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

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

ARTICLE 20 - WITHDRAWAL

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

ARTICLE 21 - REMOVAL

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

ARTICLE 22 - OBLIGATIONS OF AGENCY

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

ARTICLE 23 - TERMINATION AND DISTRIBUTION OF ASSETS

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

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

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

ARTICLE 25 - INDEMNIFICATION

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

ARTICLE 26 - BYLAWS

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

ARTICLE 27 - NOTICES

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

ARTICLE 28 - CODES

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

ARTICLE 29 - AMENDMENT

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

ARTICLE 30 - SEVERABILITY

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

ARTICLE 31 - PROHIBITION AGAINST ASSIGNMENT

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

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

ARTICLE 32 - ASSOCIATE MEMBERS

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

ARTICLE 33 - LIBERAL CONSTRUCTION

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

ARTICLE 34 - NON-WAIVER

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

ARTICLE 35 - REMEDIES FOR BREACH

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

ARTICLE 36 - ARTICLE HEADINGS

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

ARTICLE 37 - DISPUTE RESOLUTION

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

ARTICLE 38 – INSURANCE

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

ARTICLE 39 - FILING WITH SECRETARY OF STATE

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

ARTICLE 40 - COUNTERPARTS

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

ARTICLE 41 - AGREEMENT COMPLETE

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

Memorandum

To: Honorable Members, Executive Committee
Shali Sirkay, Executive Director
Cities Association of Santa Clara County Joint Powers Agency

From: Jannie Quinn and Andrew Shen, Co-General Counsel

Date: April 19, 2024

Re: Bylaws – Process, Requested Changes, and Recommendations

BACKGROUND – PROCESS:

As you may recall, at its February 8th meeting, the Board of Directors (“Board”) voted to designate the Executive Committee as the Bylaws Review Subcommittee.

Subsequently, at its February 23, 2024 meeting, the Executive Committee adopted the following process and timeline to solicit feedback on proposed Bylaws for the Cities Association:

- February 29, 2024: the Executive Committee circulated copies of the former unincorporated Cities Association’s bylaws (with minor comments and edits), as the starting point for the development of new bylaws, to Board members for comment and recommendations. A copy of the former unincorporated association’s bylaws, as circulated on February 29, is included as Attachment 1.
- By April 12, 2024: member cities provided their comments and feedback on the proposed bylaws.
- April 19, 2024: the Executive Committee will begin its review of the feedback provided by the Cities Association member cities.
- April 26, 2024: the Executive Committee will hold its regular meeting to discuss the feedback and develop draft bylaws for the Cities Association Joint Powers Agency.
- April 30, 2024: the Executive Committee will distribute the proposed draft Bylaws and its recommendations to the Board.
- May 9, 2024: the Board will review the proposed Bylaws and consider final approval.

The Executive Committee adopted the above timeline to allow each of the member agencies sufficient time to review and provide their respective input. In addition, the Executive Committee adopted this approach in anticipation that each member agency’s review process

may be different, and some may involve review from its City Manager, City Attorney and/or City Councils.

To further the process outlined above, Executive Director Shali Sirkay sent reminders of this timeline on March 21 and April 10, 2024. Executive Director Sirkay also made separate efforts to solicit comments from member agencies' city managers.

BACKGROUND – JOINT POWERS AGREEMENT:

Article 26 of the Cities Association's Joint Powers Agreement ("Agreement") states:

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

The foregoing provision confirms that the Bylaws must be consistent with the Agreement itself. Thus, for example, the Bylaws cannot expand the Cities Association's powers (see Articles 6-7 of the Agreement) or change the composition of the Board or the Executive Committee (see Articles 8 and 11). But the Bylaws can specify the organization's procedures and standards, within the framework of the Agreement.

Article 26 also specifies that the Cities Association's Board will adopt Bylaws for the organization. Notably, the unincorporated association's bylaws provided that they would become effective upon the affirmative vote of the legislative bodies of two-thirds of the cities in Santa Clara County. But under Article 26 of the Agreement, city council approval is no longer required. However, as noted above, the current process was adopted to provide a sufficient opportunity for city council input as member agencies find it appropriate.

A copy of the Agreement is included as Attachment 2.

BYLAWS – COMMENTS AND FEEDBACK:

As of April 19, we have been informed of comments and feedback from the following member agencies on the proposed Bylaws:

1. Los Altos
2. Los Altos Hills
3. Morgan Hill
4. Mountain View

5. Palo Alto
6. Santa Clara
7. Sunnyvale

Their comments – except those from Mountain View and Palo Alto – are included as Attachments 3-6.¹ Below is a brief summary of their feedback.

1. Los Altos

Los Altos requested the following changes.

- In Article 5 of the Bylaws (regarding meetings), confirm that a “majority vote” requires a vote from a majority of the Board’s membership, rather than a majority of those Board members present at a given meeting.
- In Article 7 of the Bylaws (regarding finances), clarify that the Cities Association’s Fiscal Year runs from July 1 through June 30 and revise so that the Board must adopt its budget by April instead of June.

2. Los Altos Hills (Attachment 3)

Los Altos Hills provided the following comments.

- With respect to Bylaws Article II (regarding membership), there was a suggestion to include further discussion of Associate Members and their potential membership fees. The Agreement defines “Associate Member” to be any “non-city local agency, located within jurisdictional authority of the County of Santa Clara.” Article 32 of the Agreement goes on to specify that the Bylaws may provide for an Associate Membership fee.
- Regarding Bylaws Article VII, Section 2 (regarding dues), there was a request to include the Cities Association’s methodology for calculating member dues.

¹ During the JPA approval process, we received additional comments from Campbell and Monte Sereno, but they did not reiterate these suggestions when we solicited specific feedback on the Bylaws. Campbell previously asked about potential guidelines that would apply if the Cities Association and one of its members were simultaneously pursuing the same grant funding. And Monte Sereno asked about setting aside a seat on the Executive Committee for a representative from a smaller jurisdiction.

3. Morgan Hill (Attachment 4)

Morgan Hill made several recommendations:

- clarify that the City Managers' Association operates as "advisors" rather than as an advisory committee to the Cities Association (see Bylaws Article VI, Section 2);
- clarify the Legislative Action Committee's role in organizing emergency responses to urgent issues (see Bylaws, Article VI, Section 1.b); and
- confirm that the Bylaws are effective upon approval of the Board itself, rather than upon approval of the legislative bodies of the member agencies (see Bylaws, Article VIII, Section 2).

4. Mountain View

At the time of its approval of the Agreement, the Mountain View City Council recommended that the Bylaws specify how the Cities Association's positions on proposed legislation are communicated, including the following alternatives:

- When the Cities Association takes a position on proposed legislation, it could clarify which member cities support the proposed legislation, which oppose the legislation, and which are not taking a position on the proposed legislation. If a letter is sent from the Cities Association, the letter could include this specific information.
- Alternatively, letters regarding proposed legislation could be sent by groups of cities rather than from the Cities Association, either for or against.

The Bylaws currently address the Legislative Action Committee in Article VI, Section 1.b.

5. Palo Alto

In its October 23, 2023 motion approving the Agreement, the Palo Alto City Council included the following two requests with respect to the prospective Bylaws:

- whether to require a supermajority vote to take positions on legislation (see Bylaws, Article VI, Section 1.b), and

- whether to establish a permanent working committee of staff from member agencies to advise the Board (see Bylaws Article VI, Section 2, regarding the City Manager’s Association’s participation).

6. Santa Clara (Attachment 5)

Santa Clara provided an extensive – and helpful – set of edits to the proposed bylaws. These edits generally suggest improvements to the existing language, additional cross-references, and the removal of certain provisions that are already addressed in the Joint Powers Agreement itself. For example, Bylaws Article I, Sections 3-4 (regarding purposes and powers) may not be needed because these topics are addressed in the Agreement.

More substantive comments address:

- Significant Programs. Article 15 of the Agreement addresses “Significant Programs” – programs requiring \$10,000 or more in annual expenditures that require two-thirds Board approval to be initiated. The request is to reconcile provisions that require majority approval of the budget and two-thirds approval of significant programs; for example, does the two-thirds approval requirement apply to significant programs included in the initial budget, or only to significant programs added later on, in subsequent budget amendments? The Bylaws do not currently address significant programs, but they do discuss the budget process in Article VII, Section 1.
- City Selection Committee. One comment highlights the requirements of Government Code Section 50275, which governs city selection committees. Section 50275 requires these committees to adopt rules governing their meetings and the selection of city representatives. Section 50275 goes on to specify that the rules shall include: “the term of office of the chairman and vice chairman of the city selection committee, such term to be not less than one year nor more than four years, the time and place of the committee’s regular meetings, a procedure for nominating and selecting city representatives, and the manner in which voting by the city selection committee shall be conducted.” The draft Bylaws do not currently address all of these procedures.

7. Sunnyvale (Attachment 6)

Sunnyvale submitted comments, consistent with Santa Clara’s, asking that the Bylaws avoid provisions that address issues already subject to the Agreement, in order to avoid confusion and inadvertent conflicts. For example, Article III of the Bylaws addresses alternates even though the Agreement also addresses alternates in Section 8.1.

ATTACHMENT 1

**DRAFT
BYLAWS**

CITIES ASSOCIATION OF SANTA CLARA COUNTY JOINT POWERS AGENCY

ARTICLE I

NAME, PURPOSE AND POWERS

Section 1. Name. The name of this joint powers authority shall be the Cities Association of Santa Clara County Joint Powers Agency, hereinafter referred to as the “Agency”.

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

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

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

private sector to address items of interest to Santa Clara County cities.

- i. To reduce duplication of effort by sharing information and provide a unified voice and strong advocacy on legislation and other important issues that affect its Members;
- j. To strengthen the Members' and Agency's standing at the regional, state and federal level;
- k. To strive to respect local control, provide regional perspective, and make a difference to elevate the quality of life throughout the County;
- l. To provide a forum for discussion and study of problems common to the Members and to assist in the development and implementation of solutions to such problems;
- m. To provide a method for the Members to collaborate and jointly develop policies that benefit the region; and
- n. To collaborate in such a way that is efficient, saves the jurisdictions the expense of individual effort, and creates positive outcomes

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

ARTICLE II

MEMBERSHIP

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

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

ARTICLE III

BOARD OF DIRECTORS

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

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

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

Section 4. Ex Officio Members. The Santa Clara County Cities Managers' Association, **an** advisory committee to the Agency according to the provisions of Article VI, Section 2, and the Santa Clara County Board of Supervisors, may each appoint one of its members to serve as an ex officio member of the Board of Directors. The ex officio member may participate in deliberations but shall not participate in voting or in any of the privileges of membership, and shall not be counted for the purpose of determining whether a quorum of the Board is present.

Section 5. Compensation. No member of the Board of Directors, including officers, shall receive any compensation from the Agency for his or her services as a member of the Board. No member of the Board, including officers, shall be entitled to reimbursement from the Agency for expenses incurred on Agency business unless such reimbursement shall be authorized in advance by the Board of Directors, or unless such reimbursement is authorized and distributed by the member's respective city.

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

ARTICLE IV

OFFICERS

Section 1. Officers Designated. The following officers of this Agency shall be elected by the Board of Directors: President, First Vice President, Second Vice-President and

Secretary/Treasurer. Officers shall be selected from the Board of Directors.

Section 2. Term of Office.

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

Section 3. Duties.

- a. President. It shall be the duty of the President to preside at the meetings of the Board of Directors and to perform such other duties as ordinarily pertains to the office of President of like types of organizations.
- b. Vice Presidents. It shall be the duty of the First and Second Vice-Presidents, in that order, to act in the place and stead of the President during the President's absence or inability to act.
- c. Secretary/Treasurer. The Secretary/Treasurer shall review all financial accounts and records to determine that they are in accordance with these Bylaws and the directions of the Board of Directors. The Secretary/Treasurer shall see that minutes of all Board and Committee meetings are recorded, notice of meetings of the Board are posted, and that all receipts and disbursement of funds by the Agency are done in accordance with these Bylaws and the direction of the Board of Directors. The day-to-day operation of the office of Secretary/Treasurer may be delegated to an Executive Director for the Agency, which position shall be nonvoting.

Section 4. Executive Director. The Board of Directors may contract with an independent consultant to serve as Executive Director until he or she resigns or is removed by

the Board of Directors pursuant to the terms of a written agreement for professional services. The Executive Director shall have such duties as may be determined by the Board of Directors.


Section 5. General Counsel. The Board of Directors may contract with an independent consultant to serve as General Counsel until he or she resigns or is removed by the Board of Directors pursuant to the terms of a written agreement for professional services. The General Counsel shall have such duties as may be determined by the Board of Directors.

Section 6. Nominating Committee. A nominating committee consisting of three (3) Board members shall be appointed by the President no later than two (2) meetings before the meeting at which officers for the following year will be elected. At the meeting immediately preceding the meeting for the election of officers, this committee shall present its nominations for officers for the following year. Additional nominations may be made from the floor at the meeting where the election is to be conducted, providing the consent of the nominee has been secured.


ARTICLE V

MEETINGS

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

 Section 2. Notice and Meetings. The Agency is a legislative body for purposes of the Brown Act (Govt. Code 54950 *et seq.*). Notice of the time and place of all regular meetings shall be given in writing by the Secretary/Treasurer or a designee to all members of the Board at least three (3) days prior to the meeting. Such notices may be sent by electronic mail. Notice of special meetings shall be given by the Secretary/Treasurer or a designee to all Board members at least one (1) day in advance and in the manner required by the Brown Act. The Secretary/Treasurer or designee shall be responsible for preparing and posting agendas of regular Board meetings at least 72 hours prior to the meeting and in compliance with the Brown Act.

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

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

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

ARTICLE VI

COMMITTEES

Section 1. Standing Committees.

- a. Executive Committee. The Executive Committee shall act to accomplish, administer and facilitate the goals and the purposes of the Agency at the direction of the Board of Directors. The Executive Committee shall consist of the officers of this Agency; the Immediate Past President, if still a Agency member; the Chair of the Legislative Action Committee; and a Director at Large who may be appointed if the Immediate Past President is no longer an Agency member. The Director at Large shall be an Agency member appointed by the President upon approval of the Board. The Vice Chair of the Legislative Action Committee shall be appointed to serve on the Executive Committee in the absence of the Chair of the Legislative Action Committee.

- b. Legislative Action Committee. There shall be a Legislative Action Committee of this Agency. The membership of the Legislative Action Committee shall consist of one representative from each member City. The representative shall be a City Council Member or the Mayor. Each City shall also appoint an alternate to serve on the Committee in the absence of the designated representative. The alternate may be a City Council Member or the Mayor. Each City, represented by either the representative or the alternate, shall have one vote. The purpose of the Legislative Action Committee is threefold. First, the Committee would enable the Agency to advocate on issues of interest to Santa Clara County cities in an organized, effective manner. Second, the Committee would provide basic legislative information to cities with little or no legislative staff. Third, the Committee would organize emergency responses to urgent issues. INSERT VOTING HERE

- c. City Selection Committee. The City Selection Committee shall be a Standing Committee of this Agency and shall have the membership and purposes set forth in Government Code sections 50270-50279.4 and which shall be governed by the requirements of such sections. The membership of the City Selection Committee shall consist of the Mayor of each Member city. When the Mayor is unable to attend a meeting of the City Selection Committee, the Mayor shall designate another member of the city's legislative body to attend and vote at the meeting as the Mayor's representative. Each City in the County, shall be able to participate in the City Selection Committee, whether or not any such City is a member of the Agency. The majority vote for the City Selection Committee (8) is required to appoint representatives to boards, commissions, or agencies.

Section 2. Liaison Committee.

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

Section 3. Other Committees Authorized.

- a. A nominating committee will be appointed as required and in accordance with the provisions of Article IV.
- b. The President, with the consent and approval of the Board of Directors, may appoint such committees as may be necessary from time to time, and designate the chair and the purpose of each such committee. Any elected official of any member City shall be eligible to serve upon any such committee.

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

ARTICLE VII

FINANCES

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

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

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

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

ARTICLE VIII

ADOPTION AND AMENDMENTS

Section 1. Adoption. These Bylaws shall become effective upon the affirmative vote of the legislative bodies of two-thirds of the Board of Directors.

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

ATTACHMENT 2

JOINT POWERS AGENCY AGREEMENT FOR CITIES ASSOCIATION OF SANTA CLARA COUNTY

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

RECITALS

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

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

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

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

NOW, THEREFORE, the Parties agree to the following:

AGREEMENT

ARTICLE 1 - DEFINITIONS

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

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

ARTICLE 2 - CREATION AND PURPOSES

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

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

ARTICLE 3 - PARTIES TO AGREEMENT

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

ARTICLE 4 – FORMATION; TERM

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

ARTICLE 5 - CREATION OF THE AGENCY

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

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

ARTICLE 6 - POWERS OF THE AGENCY

- 6.1 Subject to the terms of this agreement, the Agency shall have all of the powers of a public agency as defined in the Government Code Section 6500 as amended and all additional powers set forth in the Joint Powers Law and other statutes applicable to the Joint Powers Agency created hereby and is authorized to do all acts necessary for the exercise of these powers on behalf of its Members. Powers include, but are not limited to, the following, in the Agency’s own name:
- 6.1.1 To make and enter into contracts;
 - 6.1.2 To incur debts, liabilities, and obligations and to encumber personal property;
 - 6.1.3 To acquire, hold, or dispose of personal property, contributions, and donations of personal property, funds, services, and other forms of assistance from persons, firms, corporations, and government entities;
 - 6.1.4 To sue and be sued in its own name, and to settle any claim against it;
 - 6.1.5 To receive and use contributions and advances from Members as provided in Government Code Section 6504, as amended including contributions or advances of personnel and equipment;
 - 6.1.6 To invest any money in its treasury that is not required for its immediate necessities, pursuant to Government Code Section 6509.5, as amended;
 - 6.1.7 To acquire, construct, manage, maintain, or operate title to personal property, or rights, or any interest therein;
 - 6.1.8 To retain the services of agents, contractors, and consultants;
 - 6.1.9 To receive, collect, and disburse monies;
 - 6.1.10 To conduct studies, tests, evaluations, and similar activities;
 - 6.1.11 To contract for services from Members, including in-kind services;
 - 6.1.12 To conduct public outreach and education;
 - 6.1.13 To participate in pilot and demonstration projects;
 - 6.1.14 To charge for services, programs, and/or systems;
 - 6.1.15 To work with elected officials and local, regional, state, and federal agencies, including other joint powers agencies and unincorporated associations to pursue funding, enter agreements and otherwise carry out the purposes of the Agency; and

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

ARTICLE 7 - RESTRICTIONS ON POWERS

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

ARTICLE 8 - BOARD OF DIRECTORS

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

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

ARTICLE 9 – MEETINGS OF THE BOARD OF DIRECTORS

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

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

9.5 Each Member of the Board shall have one vote.

ARTICLE 10 - OFFICERS

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

ARTICLE 11 - EXECUTIVE COMMITTEE

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

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

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

ARTICLE 12 - COMMITTEES

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

ARTICLE 13 – CITY SELECTION COMMITTEE

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

ARTICLE 14 – PROFESSIONAL SERVICES

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

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

ARTICLE 15 - SIGNIFICANT PROGRAMS

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

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

ARTICLE 16 - ACCOUNTS AND RECORDS

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

ARTICLE 17 - RESPONSIBILITIES FOR FUNDS AND PROPERTY

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

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

ARTICLE 18 - MEMBER RESPONSIBILITIES

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

ARTICLE 19 - NEW MEMBERS

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

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

ARTICLE 20 - WITHDRAWAL

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

ARTICLE 21 - REMOVAL

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

ARTICLE 22 - OBLIGATIONS OF AGENCY

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

ARTICLE 23 - TERMINATION AND DISTRIBUTION OF ASSETS

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

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

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

ARTICLE 25 - INDEMNIFICATION

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

ARTICLE 26 - BYLAWS

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

ARTICLE 27 - NOTICES

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

ARTICLE 28 - CODES

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

ARTICLE 29 - AMENDMENT

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

ARTICLE 30 - SEVERABILITY

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

ARTICLE 31 - PROHIBITION AGAINST ASSIGNMENT

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

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

ARTICLE 32 - ASSOCIATE MEMBERS

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

ARTICLE 33 - LIBERAL CONSTRUCTION

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

ARTICLE 34 - NON-WAIVER

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

ARTICLE 35 - REMEDIES FOR BREACH

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

ARTICLE 36 - ARTICLE HEADINGS

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

ARTICLE 37 - DISPUTE RESOLUTION

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

ARTICLE 38 – INSURANCE

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

ARTICLE 39 - FILING WITH SECRETARY OF STATE

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

ARTICLE 40 - COUNTERPARTS

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

ARTICLE 41 - AGREEMENT COMPLETE

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

ATTACHMENT 3

**DRAFT
BYLAWS**

CITIES ASSOCIATION OF SANTA CLARA COUNTY JOINT POWERS AGENCY

ARTICLE I

NAME, PURPOSE AND POWERS

Section 1. Name. The name of this joint powers authority shall be the Cities Association of Santa Clara County Joint Powers Agency, hereinafter referred to as the “Agency”.

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

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

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

private sector to address items of interest to Santa Clara County cities.

- i. To reduce duplication of effort by sharing information and provide a unified voice and strong advocacy on legislation and other important issues that affect its Members;
- j. To strengthen the Members' and Agency's standing at the regional, state and federal level;
- k. To strive to respect local control, provide regional perspective, and make a difference to elevate the quality of life throughout the County;
- l. To provide a forum for discussion and study of problems common to the Members and to assist in the development and implementation of solutions to such problems;
- m. To provide a method for the Members to collaborate and jointly develop policies that benefit the region; and
- n. To collaborate in such a way that is efficient, saves the jurisdictions the expense of individual effort, and creates positive outcomes

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

ARTICLE II



MEMBERSHIP

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

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

ARTICLE III

BOARD OF DIRECTORS

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

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

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

Section 4. Ex Officio Members. The Santa Clara County Cities Managers' Association, **an** advisory committee to the Agency according to the provisions of Article VI, Section 2, and the Santa Clara County Board of Supervisors, may each appoint one of its members to serve as an ex officio member of the Board of Directors. The ex officio member may participate in deliberations but shall not participate in voting or in any of the privileges of membership, and shall not be counted for the purpose of determining whether a quorum of the Board is present.

Section 5. Compensation. No member of the Board of Directors, including officers, shall receive any compensation from the Agency for his or her services as a member of the Board. No member of the Board, including officers, shall be entitled to reimbursement from the Agency for expenses incurred on Agency business unless such reimbursement shall be authorized in advance by the Board of Directors, or unless such reimbursement is authorized and distributed by the member's respective city.

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

ARTICLE IV

OFFICERS

Section 1. Officers Designated. The following officers of this Agency shall be elected by the Board of Directors: President, First Vice President, Second Vice-President and

Secretary/Treasurer. Officers shall be selected from the Board of Directors.

Section 2. Term of Office.

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

Section 3. Duties.

- a. President. It shall be the duty of the President to preside at the meetings of the Board of Directors and to perform such other duties as ordinarily pertains to the office of President of like types of organizations.
- b. Vice Presidents. It shall be the duty of the First and Second Vice-Presidents, in that order, to act in the place and stead of the President during the President's absence or inability to act.
- c. Secretary/Treasurer. The Secretary/Treasurer shall review all financial accounts and records to determine that they are in accordance with these Bylaws and the directions of the Board of Directors. The Secretary/Treasurer shall see that minutes of all Board and Committee meetings are recorded, notice of meetings of the Board are posted, and that all receipts and disbursement of funds by the Agency are done in accordance with these Bylaws and the direction of the Board of Directors. The day-to-day operation of the office of Secretary/Treasurer may be delegated to an Executive Director for the Agency, which position shall be nonvoting.

Section 4. Executive Director. The Board of Directors may contract with an independent consultant to serve as Executive Director until he or she resigns or is removed by

the Board of Directors pursuant to the terms of a written agreement for professional services. The Executive Director shall have such duties as may be determined by the Board of Directors.


Section 5. General Counsel. The Board of Directors may contract with an independent consultant to serve as General Counsel until he or she resigns or is removed by the Board of Directors pursuant to the terms of a written agreement for professional services. The General Counsel shall have such duties as may be determined by the Board of Directors.

Section 6. Nominating Committee. A nominating committee consisting of three (3) Board members shall be appointed by the President no later than two (2) meetings before the meeting at which officers for the following year will be elected. At the meeting immediately preceding the meeting for the election of officers, this committee shall present its nominations for officers for the following year. Additional nominations may be made from the floor at the meeting where the election is to be conducted, providing the consent of the nominee has been secured.


ARTICLE V

MEETINGS

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

 Section 2. Notice and Meetings. The Agency is a legislative body for purposes of the Brown Act (Govt. Code 54950 *et seq.*). Notice of the time and place of all regular meetings shall be given in writing by the Secretary/Treasurer or a designee to all members of the Board at least three (3) days prior to the meeting. Such notices may be sent by electronic mail. Notice of special meetings shall be given by the Secretary/Treasurer or a designee to all Board members at least one (1) day in advance and in the manner required by the Brown Act. The Secretary/Treasurer or designee shall be responsible for preparing and posting agendas of regular Board meetings at least 72 hours prior to the meeting and in compliance with the Brown Act.

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

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

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

ARTICLE VI
COMMITTEES

Section 1. Standing Committees.

- a. Executive Committee. The Executive Committee shall act to accomplish, administer and facilitate the goals and the purposes of the Agency at the direction of the Board of Directors. The Executive Committee shall consist of the officers of this Agency; the Immediate Past President, if still a Agency member; the Chair of the Legislative Action Committee; and a Director at Large who may be appointed if the Immediate Past President is no longer an Agency member. The Director at Large shall be an Agency member appointed by the President upon approval of the Board. The Vice Chair of the Legislative Action Committee shall be appointed to serve on the Executive Committee in the absence of the Chair of the Legislative Action Committee.

- b. Legislative Action Committee. There shall be a Legislative Action Committee of this Agency. The membership of the Legislative Action Committee shall consist of one representative from each member City. The representative shall be a City Council Member or the Mayor. Each City shall also appoint an alternate to serve on the Committee in the absence of the designated representative. The alternate may be a City Council Member or the Mayor. Each City, represented by either the representative or the alternate, shall have one vote. The purpose of the Legislative Action Committee is threefold. First, the Committee would enable the Agency to advocate on issues of interest to Santa Clara County cities in an organized, effective manner. Second, the Committee would provide basic legislative information to cities with little or no legislative staff. Third, the Committee would organize emergency responses to urgent issues. INSERT VOTING HERE

- c. City Selection Committee. The City Selection Committee shall be a Standing Committee of this Agency and shall have the membership and purposes set forth in Government Code sections 50270-50279.4 and which shall be governed by the requirements of such sections. The membership of the City Selection Committee shall consist of the Mayor of each Member city. When the Mayor is unable to attend a meeting of the City Selection Committee, the Mayor shall designate another member of the city's legislative body to attend and vote at the meeting as the Mayor's representative. Each City in the County, shall be able to participate in the City Selection Committee, whether or not any such City is a member of the Agency. The majority vote for the City Selection Committee (8) is required to appoint representatives to boards, commissions, or agencies.

Section 2. Liaison Committee.

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

Section 3. Other Committees Authorized.

- a. A nominating committee will be appointed as required and in accordance with the provisions of Article IV.
- b. The President, with the consent and approval of the Board of Directors, may appoint such committees as may be necessary from time to time, and designate the chair and the purpose of each such committee. Any elected official of any member City shall be eligible to serve upon any such committee.

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

ARTICLE VII

FINANCES

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

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

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

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

ARTICLE VIII

ADOPTION AND AMENDMENTS

Section 1. Adoption. These Bylaws shall become effective upon the affirmative vote of the legislative bodies of two-thirds of the Board of Directors.

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

ATTACHMENT 4

From: [Shali Sirkay](#)
To: [Jannie Quinn](#); [Andrew Shen](#)
Subject: Fw: Input RE: JPA Bylaws
Date: Thursday, April 18, 2024 8:17:44 AM

Comments from Morgan Hill below

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

From: Shali Sirkay <shali@citiesassociation.org>
Sent: Tuesday, April 9, 2024 10:01 AM
To: Mark Turner <mark.turner@morganhill.ca.gov>
Subject: Re: Input RE: JPA Bylaws

Thank you Mayor!

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

From: Mark Turner <mark.turner@morganhill.ca.gov>
Sent: Tuesday, April 9, 2024 8:17 AM
To: Shali Sirkay <shali@citiesassociation.org>
Subject: Input RE: JPA Bylaws

Hi Shali,

Below is input from my City Manager and City Attorney regarding the JPA Bylaws.

- Recommend referring to the City Managers group as “advisors” rather than “advisory committee”

Section 4. Ex Officio Members. The Santa Clara County Cities Managers' Association, **an advisory committee** to the Agency according to the provisions of Article VI, Section 2, and the Santa Clara County Board of Supervisors, may each appoint one of its members to serve as an ex officio member of the Board of Directors.

- Article VI Committees – Section 1b. – there is a placeholder “INSERT VOTING HERE” after “... the Committee would organize emergency responses to urgent issues.” Recommend the bylaws address the purview/scope of the Committee to provide responses on behalf of cities.
- Article VIII – Adoption and Amendments. Section 1.
Remove the bolded since it is our understanding that the Councils are not req'd to approve the bylaws:
These Bylaws shall become effective upon the affirmative vote of **the legislative bodies** of two-thirds of the Board of Directors.

Thank you so much,

Mark Turner
Mayor

City of Morgan Hill
17575 Peak Avenue
Morgan Hill, CA 95037

D: 408.310.4647 **C:** 408.221.6203
mark.turner@morganhill.ca.gov
morganhill.ca.gov | [facebook](https://www.facebook.com/morganhillca) | [twitter](https://twitter.com/morganhillca)

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ATTACHMENT 5

**DRAFT
BYLAWS**

CITIES ASSOCIATION OF SANTA CLARA COUNTY JOINT POWERS AGENCY

ARTICLE I

NAME, PURPOSE AND POWERS

Section 1. Name. The name of this joint powers authority shall be the Cities Association of Santa Clara County Joint Powers Agency, hereinafter referred to as the “Agency”.

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

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

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

private sector to address items of interest to Santa Clara County cities.

- i. To reduce duplication of effort by sharing information and provide a unified voice and strong advocacy on legislation and other important issues that affect its Members;
- j. To strengthen the Members' and Agency's standing at the regional, state and federal level;
- k. To strive to respect local control, provide regional perspective, and make a difference to elevate the quality of life throughout the County;
- l. To provide a forum for discussion and study of problems common to the Members and to assist in the development and implementation of solutions to such problems;
- m. To provide a method for the Members to collaborate and jointly develop policies that benefit the region; and
- n. To collaborate in such a way that is efficient, saves the jurisdictions the expense of individual effort, and creates positive outcomes

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

ARTICLE II

MEMBERSHIP

Section 1. Membership. Each City in Santa Clara County that has approved and executed the joint powers agreement establishing the Agency, and which has paid in full the annual membership assessments and fees required under Article VII, Section 2 of these Bylaws, shall be a member of the Agency.

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

Section 2.

ARTICLE III

BOARD OF DIRECTORS

Section 1. Selection and Tenure. In accordance with Section 8.1 of the Agreement, the Board of Directors of this Agency shall be composed of a representative from each member city, selected by and from the legislative body thereof. Each Board member shall hold office at the pleasure of his or her City's legislative body, and selection shall be made in such manner as the respective legislative bodies of member Cities may themselves determine.

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

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

Section 4. Ex Officio Members. The Santa Clara County Cities Managers' Association, an advisory committee to the Agency according to the provisions of Article VI, Section 2, and the Santa Clara County Board of Supervisors, may each appoint one of its members to serve as an ex officio member of the Board of Directors. The ex officio member may participate in deliberations but shall not participate in voting or in any of the privileges of membership, and shall not be counted for the purpose of determining whether a quorum of the Board is present.

Section 5. Compensation. No member of the Board of Directors, including officers, shall receive any compensation from the Agency for his or her services as a member of the Board. No member of the Board, including officers, shall be entitled to reimbursement from the Agency for expenses incurred on Agency business unless such reimbursement shall be authorized in advance by the Board of Directors, or unless such reimbursement is authorized and distributed by the member's respective city.

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

ARTICLE IV

OFFICERS

Section 1. Officers Designated. In accordance with Article 10 of the Agreement, the

following officers of this Agency shall be elected by the Board of Directors: President, First Vice President, Second Vice-President and Secretary/Treasurer. Officers shall be selected from the Board of Directors.

Section 2. Term of Office.

- a. The regular term of office for all officers shall commence upon election and shall be for a period of one (1) year. No person shall hold the same office for more than two (2) consecutive full terms.
- b. Election of officers shall take place at the first meeting of the Board of Directors and annually thereafter at the regular meeting of the Board of Directors in November.
- c. In the event a vacancy occurs during any officer's term of office, the Board of Directors shall determine whether to fill the unexpired portion of the term. If such a determination is made, the then presiding officer shall appoint a nominating committee consisting of three (3) Board members which shall present its recommendations for filling the vacancy to the Board of Directors at the earliest practicable time and in accordance with the notice provisions set forth in Article V, Section 2. As provided in Article 10 of the Agreement, with respect to the position of President, in the event of a vacancy, the Board shall fill the position at the next regular meeting or at a special meeting called to fill the vacancy. A person who is appointed to fill the unexpired portion of the term is not rendered ineligible to hold the same office in accordance with the provisions of Article IV, Section 2(a).

Section 3. Duties.

- a. President. It shall be the duty of the President to preside at the meetings of the Board of Directors and to perform such other duties as ordinarily pertains to the office of President of like types of organizations.
- b. Vice Presidents. It shall be the duty of the First and Second Vice-Presidents, in that order, to act in the place and stead of the President during the President's absence or inability to act.
- c. Secretary/Treasurer. In accordance with Articles 16 and 17 of the Agreement, the Secretary/Treasurer shall be responsible for the review all financial accounts and records and the disbursement of funds by the Agency to determine that they are in accordance with the Agreement, these Bylaws and the directions of the Board of Directors. In accordance with Section 9.3 of the Agreement, the Secretary/Treasurer shall see that minutes of all Board and Committee meetings

are recorded, notice of meetings of the Board are posted in accordance with the Agreement, these Bylaws and the direction of the Board of Directors. The day-to-day operation of the office of Secretary/Treasurer may be delegated to an Executive Director for the Agency, which position shall be nonvoting.

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

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

Section 6. Nominating Committee. A nominating committee consisting of three (3) Board members shall be appointed by the President no later than two (2) meetings before the meeting at which officers for the following year will be elected. At the meeting immediately preceding the meeting for the election of officers, this committee shall present its nominations for officers for the following year. Additional nominations may be made from the floor at the meeting where the election is to be conducted, providing the consent of the nominee has been secured.

ARTICLE V

MEETINGS

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

Section 2. Notice and Meetings. The Agency is a legislative body for purposes of the Brown Act (Govt. Code 54950 *et seq.*). Notice of the time and place of all regular meetings shall be given in writing by the Secretary/Treasurer or a designee to all members of the Board at least three (3) days prior to the meeting. Such notices may be sent by electronic mail. Notice of special meetings shall be given by the Secretary/Treasurer or a designee to all Board members at least one (1) day in advance and in the manner required by the Brown Act. The Secretary/Treasurer or designee shall be responsible for preparing and posting agendas of regular Board meetings at least 72 hours prior to the meeting and in compliance with the Brown Act.

Section 3. Quorum. A majority of the members of the Board of Directors shall

constitute a quorum to do business at any such regular or special meeting.

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

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

ARTICLE VI

COMMITTEES

Section 1. Standing Committees.

- a. Executive Committee. The Executive Committee shall act to accomplish, administer and facilitate the goals and the purposes of the Agency at the direction of the Board of Directors. The Executive Committee shall consist of the officers of this Agency; the Immediate Past President, if still a Agency member; the Chair of the Legislative Action Committee; and a Director at Large who may be appointed if the Immediate Past President is no longer an Agency member. The Director at Large shall be an Agency member appointed by the President upon approval of the Board. The Vice Chair of the Legislative Action Committee shall be appointed to serve on the Executive Committee in the absence of the Chair of the Legislative Action Committee.
- b. Legislative Action Committee. There shall be a Legislative Action Committee of this Agency. The membership of the Legislative Action Committee shall consist of one representative from each member City. The representative shall be a City Council Member or the Mayor. Each City shall also appoint an alternate to serve on the Committee in the absence of the designated representative. The alternate may be a City Council Member or the Mayor. Each City, represented by either the representative or the alternate, shall have one vote. Note: The same representative of a Member City on the Board (and their alternate) may also act as that City's representative (and alternate) on the Legislative Action Committee. The purpose of the Legislative Action Committee is threefold. First, the Committee would enable the Agency to advocate on issues of interest to Santa Clara County cities in an organized, effective manner. Second, the Committee would provide basic legislative information to cities with little or no legislative staff. Third, the Committee would organize emergency responses to urgent issues. INSERT VOTING HERE
- c. City Selection Committee. The City Selection Committee shall be a Standing

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

Section 2. Liaison Committee.

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

Section 3. Other Committees Authorized.

- a. A nominating committee will be appointed as required and in accordance with the provisions of Article IV.
- b. The President, with the consent and approval of the Board of Directors, may appoint such committees as may be necessary from time to time, and designate the chair and the purpose of each such committee. Any elected official of any member City shall be eligible to serve upon any such committee.

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

ARTICLE VII

FINANCES

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

Section 2. Dues. Each Member City shall pay to this Agency annual dues in accordance with a dues schedule adopted by the Board of Directors on or before June 1 of each year. Dues shall be for the fiscal year commencing July 1 and shall be an amount for each

member City based upon the approved budget. The full amount shall be due and payable before July 1 of each year. Any City becoming a member of this Agency during a fiscal year shall pay the full dues for that year prior to exercising any rights of membership. The dues schedule shall be revised every three (3) to four (4) years.

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

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

ARTICLE VIII

ADOPTION AND AMENDMENTS

Section 1. Adoption. These Bylaws shall become effective upon the affirmative vote of the legislative bodies of two-thirds of the Board of Directors.

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

ATTACHMENT 6

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From: Shali Sirkay <shali@citiesassociation.org>
Sent: Wednesday, March 20, 2024 3:27 PM
To: Kent Steffens <KSteffens@sunnyvale.ca.gov>
Cc: Neysa Fligor <nfligor@losaltosca.gov>; Larry Klein <KleinCouncil@sunnyvale.ca.gov>; Jannie Quinn <jquinn@publiclawgroup.com>; Andrew Shen <ashen@publiclawgroup.com>
Subject: Re: Cities Association JPA Bylaws Review Process Update

Hi Kent,

Thank you very much for your email and bringing up the potential for conflict between the JPA and the bylaws. I have copied Jannie Quinn and Andrew Shen, co-legal counsel for CASCC) on this email so they're in the loop as well.

Best,
Shali

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

From: Kent Steffens <KSteffens@sunnyvale.ca.gov>
Sent: Tuesday, March 19, 2024 8:42 PM
To: Shali Sirkay <shali@citiesassociation.org>
Cc: Neysa Fligor <nfligor@losaltosca.gov>; Larry Klein <KleinCouncil@sunnyvale.ca.gov>
Subject: RE: Cities Association JPA Bylaws Review Process Update

Shali, thanks for the opportunity to look at an early draft of the JPA Bylaws.

After taking a look at the draft I wanted to bring a significant concern to your attention. I know you've stated that we used the old associations bylaws as a starting point. In some cases the JPA Agreement and the draft Bylaws cover the same topics. This could lead to conflict, particularly since the process to amend the Bylaws and JPA agreement are different.

One specific example. The draft bylaws, Article III, Section 2 Alternates states, "The legislative body of a member City, may in its discretion, select from its members an alternate..." The JPA Agreement, Article 8 – Board of Directors states, "The Legislative body of each Member shall also appoint one alternate Director...."

Covering the same ground in the JPA Agreement and Bylaws will inevitably lead to conflicts like this. I would urge you to avoid conflicts by removing provisions of the Bylaws that are already covered in the JPA agreement. A version 2 of the draft bylaws should be distributed for comment before too much time is spent on the initial draft. The new Bylaws should supplement the JPA Agreement by covering new ground.

Thanks for considering my comments. Please let me know if you would like to discuss it further.

Thanks Kent

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