

**AGREEMENT FOR THE ADMINISTRATION OF THE
SANTA CLARA COUNTY CITIES ASSOCIATION,
A SECTION OF THE PENINSULA DIVISION OF
THE LEAGUE OF CALIFORNIA CITIES**

This Agreement, dated for convenience as of February 1, 1990, by and between the City of Campbell ("Campbell"), the City of Cupertino ("Cupertino"), the City of Gilroy ("Gilroy"), the City of Los Altos ("Los Altos"), the City of the Town of Los Altos Hills ("Los Altos Hills"), the City of the Town of Los Gatos ("Los Gatos"), the City of Milpitas ("Milpitas"), the City of Monte Sereno ("Monte Sereno"), the City of Morgan Hill ("Morgan Hill"), the City of Mountain View ("Mountain View"), the City of Palo Alto ("Palo Alto"), the City of San Jose ("San Jose"), the City of Santa Clara ("Santa Clara"), the City of Saratoga ("Saratoga"), and the City of Sunnyvale ("Sunnyvale"), the Cities sometimes hereafter being jointly referred to as the "parties",

R E C I T A L S:

(1) The parties to this Agreement desire to improve cooperation among city governments in addressing issues of common interest.

(2) In order to further this purpose, the parties have established the Santa Clara County Cities Association ("SCCCA"). It is the intention of the parties in creating the SCCCA to consolidate and maintain the functions and purposes of the Inter-City Council, the Santa Clara County Mayor's Conference, and the City Selection Committee for Santa Clara County. The SCCCA is organized as a section of the Peninsula Division of the League of California Cities, and is also intended to maximize the influence of Santa Clara County Cities in the establishment of League policy and statewide legislation.

(3) By entering into this Agreement, the parties desire to fulfill the legal requirements for establishing the administrative mechanism for the functioning for the SCCCA.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. **PURPOSE.** The purpose of this Agreement is to create the administrative relationship between the parties required to facilitate the functioning of the SCCCA consistent with and in order to carry out its goals as set forth above and to define the legal relationship among the parties. It is the further purpose of this agreement to confirm the goals and purposes of the SCCCA as set forth above and as have been agreed to by the parties previously. It is not the intent of this Agreement to modify or amend those goals and purposes.

2. **FUNCTIONS.** The purposes and functions of the SCCCA 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 cities Selection Committee pursuant to Gov. Code §50270 et seq., and make appointments to regional and local bodies as provided by law;
- E. To assist in development of statewide 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; and
- 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.

3. MEMBERSHIP. Each city in Santa Clara County which is a member of the League of California Cities and which has paid in full the dues required under Section 6 of this Agreement shall be a member of the SCCCA. The by-laws of the SCCCA shall make provision for participation by all cities in the county, whether or not members of SCCCA, in the functions of the SCCCA in the role of the City Selection Committee performing the functions prescribed by California Government Code §50270, et seq.

4. BOARD OF DIRECTORS. The activities of the SCCCA shall be controlled and supervised by a governing board known as the Board of Directors of the Santa Clara County Cities Association ("Board"). The Board shall be composed of one representative from each member city, selected by and from the membership of 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 determine. 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 and vote in the absence of the member from that city.

5. BY-LAWS. The Board, subject to confirmation by two-thirds (2/3) vote of the parties, may adopt or amend by-laws for the conduct of its business and that of the SCCCA. The by-laws may include such provisions as are not inconsistent with the provisions of this Agreement and may include, but are not limited to, provisions relating to appointment of committees, officers and appointees, and meetings.

6. FINANCING. The financing of the SCCCA shall be borne equally by the parties to this Agreement. On or before April 1 of each calendar year, the Board shall approve a preliminary budget for the SCCCA for the fiscal year commencing with July 1 of the same calendar year. A copy of the preliminary budget shall be transmitted to each member city for review and comment. The Board of Directors shall adopt a final budget no later than June 1 of each calendar year for the following fiscal year. The final budget shall be transmitted to the member cities upon adoption. The respective shares of the member cities shall be paid through a dues schedule to be adopted with the final budget and provided to the member cities. The Board may provide through the by-laws for the time and manner of payment of dues and for the suspension or termination of the membership of any party not paying said dues when payable. The by-laws may also provide for the schedule of payment of dues by any city becoming a member of the SCCCA during a fiscal year.

7. ADMINISTRATOR. The City of San Jose shall serve as the initial General Administrator for the SCCCA and shall have the following powers, duties and responsibilities;

- A. To act as a depository of all monies received and dispursed pursuant to this Agreement;
- B. To maintain records of all revenue and expenditures incurred in connection with this Agreement;
- C. To bill each party in accordance with the schedule of dues established by the Board for that party's proportionate share of the approved budget, which obligation each party shall pay prior to the due date for said contribution;
- D. To make and enter into contracts, to incur debts, liabilities, and obligations as authorized by the Board in accordance with the provisions of this Agreement;
- E. To take such actions as may be required to implement the actions taken or authorized by the Board pursuant to this Agreement; and
- F. The authority contained in subsection D and E shall be exercised in accordance with the terms and restrictions of this Agreement.

The By-laws of the SCCCA shall provide for the appointment of a secretary/treasurer. It is acknowledged by the parties that upon formation of the SCCCA the representative of the City of San Jose was selected as secretary/treasurer. At such time as a new secretary/treasurer is appointed by the Board, the responsibilities of serving as General Administrator shall be assumed by the City whose representative is appointed secretary/treasurer, it being the intent that the responsibility of serving as General Administrator rotate among the member cities in order to minimize the impact on any individual member. For convenience of accounting, transference

of the duties of the General Administrator may be designated to occur as of the commencement of any fiscal year or at such other time as may be determined by the Board, whether or not coinciding with the assumption of the position of secretary/treasurer.

8. EXECUTIVE SECRETARY. The Board may appoint an executive secretary who shall hold office until he or she resigns or is removed by the Board of Directors, and the General Administrator either shall contract with or shall employ the person upon such terms as are approved by the Board. The terms of such employment or contract shall be specified in writing. The executive secretary shall have such duties as may be determined by the Board and shall report to and work under the direction of the Board.

9. SCCCA FUND. A fund shall be established by the General Administrator and shall be designated as the "Santa Clara County Cities Association Fund", into which shall be deposited all monies received under this Agreement and from which shall be paid all costs and expenses incurred under this Agreement. There shall be strict accountability of all funds and report of receipts and disbursements of such funds shall be made to all parties periodically as determined by the Board. In light of the shared responsibility among the members for performing the function of General Administrator, no party shall receive any compensation for serving as General Administrator.

10. TERM. The term of this Agreement shall become effective as of the date first written above and shall continue in full force and effect unless and until terminated by written agreement of all parties; provided, that any party may individually withdraw from the Association, without terminating this Agreement, by delivering notice of withdrawal to the Board on or before July 1 of any calendar year. Such withdrawal shall become effective at the end of the fiscal year within which such notice is given.

11. SEPARATE PUBLIC ENTITY NOT CREATED. The parties do not intend by the execution of this Agreement to create any public entity separate from the parties to the Agreement. The Board shall not have the authority to incur any liability binding upon its members nor levy any assessment against its members other than the normal dues established pursuant to this Agreement.

12. POWERS OF THE BOARD. The Board shall have the following powers, to be implemented through the General Administrator;

- A. To adopt a budget for each fiscal year or portion thereof;
- B. To authorize and direct the General Administrator to make and enter into contracts to carry out the provisions of this Agreement. Such contracts shall be consistent with the terms of this Agreement and with any budget established hereunder;
- C. To select the Executive Secretary and to authorize the contract price or compensation package for the Executive

Secretary depending upon whether such Executive Secretary is employed as a contractor or employee of the General Administrator;

- D. To authorize and direct the General Administrator to contract with consultants, advisors or agents as the Board deems proper, within budget authorization;
- E. To authorize and direct the General Administrator to incur debts, liabilities and obligations within the authorized budget approved by the Board. No debt, liability or obligation shall be incurred in excess of such budget. In the event of notice of withdrawal by any party after approval of the budget, the Board shall appropriately modify the budget in order to reflect the loss of revenues accompanying such withdrawal;
- F. To exercise any other lawful power in the furtherance of the purposes and functions set forth in Sections 1 and 2; provided such actions are in conformity with this Agreement.

13. SURPLUS MONEY. Upon termination of this Agreement, any surplus money shall be returned to the parties in proportion to the contributions made or may be transferred to any successor organization, unless otherwise expressly agreed upon by all parties.

14. MODIFICATION OF AGREEMENT. No term, provision, or condition of this Agreement shall be altered, amended, or departed from, or held or construed to have been waived except by the unanimous agreement and consent of all parties. Notwithstanding this provision, the Board without authorization of the individual parties, may authorize the addition of parties to this Agreement subject to such terms and conditions as may be deemed reasonable by the Board.

15. LIABILITY AND INDEMNITY. Each party shall be responsible for any liability arising out of the acts or omissions of such party, its officers, agents, and employees under this Agreement and agrees to defend, indemnify, and hold harmless each and every other party, its officers, employees and agents from any liability for such acts or omissions; except, that with respect to the acts or omissions of the Executive Secretary while performing obligations imposed under this Agreement and while under the supervision and direction of the Board, the provisions of California Gov. Code §895.6 shall apply.

APPROVED AS TO FORM:

Date: _____

City Attorney

CITY OF CAMPBELL

Date: _____

Barbara P. Rogan
City of Cupertino, Mayor

APPROVED AS TO FORM:

City Attorney

APPROVED AS TO FORM:

City Attorney

APPROVED AS TO FORM:

City Attorney

APPROVED AS TO FORM:

City Attorney

APPROVED AS TO FORM:

City Attorney

APPROVED AS TO FORM:

City Attorney

Approved as to Form: _____

[Signature]
CITY OF CUPERTINO, City Attorney

Date: _____

CITY OF GILROY

Date: _____

CITY OF LOS ALTOS

Date: _____

TOWN OF LOS ALTOS HILLS

Date: _____

TOWN OF LOS GATOS

Date: _____

CITY OF MILPITAS

Date: _____

CITY OF MONTE SERENO

APPROVED AS TO FORM:

Date: _____

City Attorney

CITY OF MORGAN HILL

APPROVED AS TO FORM:

Date: _____

City Attorney

CITY OF MOUNTAIN VIEW

APPROVED AS TO FORM:

Date: _____

City Attorney

CITY OF PALO ALTO

APPROVED AS TO FORM:

Date: _____

City Attorney

CITY OF SAN JOSE

APPROVED AS TO FORM:

Date: _____

City Attorney

CITY OF SANTA CLARA

APPROVED AS TO FORM:

Date: _____

City Attorney

CITY OF SARATOGA

APPROVED AS TO FORM:

Date: _____

City Attorney

CITY OF SUNNYVALE