



Memorandum

TO: Honorable Mayor &
City Council Members

FROM: Lee Price, MMC
City Clerk

SUBJECT: The Public Record
October 15 - 21, 2010

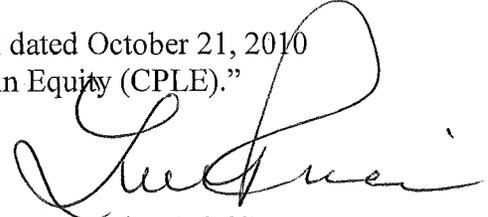
DATE: October 22, 2010

ITEMS TRANSMITTED TO THE ADMINISTRATION

ITEMS FILED FOR THE PUBLIC RECORD

- (a) Letter from Wayne Martin to Elected Bay Area Government Officials dated September 23, 2010 regarding Pensions Not Considered in City Manager Compensation Survey.
- (b) Email from Santa Clara County Cities Association (SCCCA) Executive Director Raania Mohsen dated October 18, 2010 to Mayor Reed and Council transmitting the SCCCA October 2010 Meeting Summaries.
- (c) Email from Santa Clara County Cities Association (SCCCA) Executive Director Raania Mohsen dated October 20, 2010 to Mayor Reed and Council submitting the SCCCA documents benchmarking the cities' status on the two-tier retirement system.
- (d) Email from Santa Clara County Cities Association (SCCCA) Executive Director Raania Mohsen dated October 22, 2010 to Mayor Reed and Council forwarding the SCCCA Selection Committee Meeting Agenda for November 4, 2010.
- (e) Letter from Stephen Bantillo (Executive Director) and Julie Muir (President) of California Resource Recovery Association to Mayor Reed and Council dated October 14, 2010 regarding Single-Use Carry Out Bags.
- (f) Notification letter from T-Mobile West Corporation as successor in interest to Omnipoint Communications, Inc. d/b/a/ T-Mobile (U-3056-C) to Consumer Protection and Safety Division dated October 11, 2010 for T-Mobile Site No. SF14168G
- (g) Notification letter from T-Mobile West Corporation as successor in interest to Omnipoint Communications, Inc. d/b/a/ T-Mobile (U-3056-C) to Consumer Protection and Safety Division dated October 11, 2010 for T-Mobile Site No. SF24495D.
- (h) Notification letter from T-Mobile West Corporation as successor in interest to Omnipoint Communications, Inc. d/b/a/ T-Mobile (U-3056-C) to Consumer Protection and Safety Division dated October 11, 2010 for T-Mobile Site No. SF15901F.
- (i) Notification letter from T-Mobile West Corporation as successor in interest to Omnipoint Communications, Inc. d/b/a/ T-Mobile (U-3056-C) to Consumer Protection and Safety Division dated October 11, 2010 for T-Mobile Site No. SF15001H.
- (j) Notification letter from California Department of Food and Agriculture to Mayor Reed and Council dated October 19, 2010 for Notice of Preparation (NOP) of a Draft Programmatic Environmental Impact Report for the European Grapevine Moth Eradication Program.
- (k) Letter from David Wall to The Office of the Commissioner of Baseball dated September 21, 2010 regarding "Oakland Athletics' Leave Them in Oakland Don't Destroy the 'Minor Leagues.'"
- (l) Letter from David Wall to Mayor Reed and City Council dated October 20, 2010 regarding "The Ghetto Life: Update on the SCEP".

- (m) Letter from David Wall to Mayor Reed and City Council dated October 14, 2010 regarding "Were SJPD 'Command Staff Promotions' Predicated on Support of CPLE?" (Attachment on file in the Office of the City Clerk)
- (n) Letter from David Wall to Mayor Reed and City Council dated October 21, 2010 regarding "Dump the Consortium for Police Leadership in Equity (CPLE)."



Lee Price, MMC
City Clerk

LP/tld

Distribution: Mayor/Council
City Manager
Assistant City Manager
Assistant to City Manager
Council Liaison
Director of Planning
City Attorney
City Auditor

Director of Transportation
Public Information Officer
San José Mercury News
Library
Director of Public Works
Director of Finance

To:

Elected Bay Area Government Officials
San Francisco Bay Area, CA

Subj: Pensions Not Considered In City Manager Compensation Survey**Date:** 09.23.10

Elected Officials:

As events in Bell, CA continue to reveal the depths of corrupt, heretofore unaccountable, local government in California, the League of Cities (a service organization for California City Governments) has released an informal compensation survey for around 90% of the towns and cities in the state:

http://www.cacities.org/resource_files/29185.CompensationSurveyReleaseSept10FINAL.pdf

League of California Cities Releases Manager Compensation Survey*Survey Demonstrates Compensation in Bell is Extreme Outlier*

Today the League of California Cities announced the release of a recently completed voluntary International City/County Management Association (ICMA) survey of the compensation of city and town managers across California. The survey results are available on the League's website at www.cacities.org/opengovernment. Below is a brief summary of the survey's key elements:

- Of the 468 cities and towns with managers, 90 percent responded to the survey, with more In order to secure a quick but complete response, city managers were asked to report the amount of compensation that appeared in "Box 5" of the Federal W-2 form for Calendar Year 2009. Although not perfect, this is a uniformly available compensation figure that includes salary and a variety of fringe benefits (e.g., car allowance, deferred compensation, payouts of unused leave, life insurance greater than \$50,000, etc.). It does not include health insurance or employer payments to defined benefit retirement programs, however. This latter information will be collected in the upcoming report from the State Controller's Office, which the League and CallCMA (the California Affiliate of ICMA) have both offered comments on to the State Controller's Office.

Survey Results:

http://www.cacities.org/resource_files/29179.FinalSurveyResult92010.pdf

Pension Payouts Not Considered Compensation

The league of California Cities is not a public agency, and can not be expected to provide a complete, full, accounting of the costs of City government. Nonetheless, these outlays of public funds exist, and need to be identified for the public to fully understand the cost of local government.

While there are no doubt many “benefits” that City Managers enjoy, such as housing allowances, car allowances, and travel budgets, post-retirement “benefits” are not considered in these sorts of surveys. The most significant dollar amount that needs to be considered is the pension payout that Cities guarantee their employees. Rather than being considered as “deferred compensation”, the current pension system sees these payouts as “defined benefits” (without any consideration for the magnitude of the “benefit”).

Given that the Compensation Survey provided by the League of Cities identifies a number of Bay Area City Managers/Executives as having salaries over \$300,000, what kind of post-retirement “benefit” (ie-pension) has been offered to these already highly-paid government employees?

The following table provides estimates of the payouts for City Managers/Executives making at least \$300,000 a year at the time of retirement:

Exit Salary	Multiplier	Years of Pension Payouts		
Years of Employment	Base Pension Payout	10-Years	20-Years	30-Years
\$300,000	2.50%			
10	\$75,000	\$837,654	\$1,858,749	\$3,103,458
20	\$150,000	\$1,675,307	\$3,717,498	\$6,206,916
30	\$225,000	\$2,512,961	\$5,576,246	\$9,310,374

In this example, the table estimates the payouts for an employee retiring from a government agency that offers a 2.5% per-year pension. The table points out that pension payouts are dependent on the number of years worked, and the lifetime of the employee during retirement. The “multiplier” could be larger, or small, than the 2.5% used in this example, based on the pension program selected by the government agency and CalPERS. Finally, COLAs have been included in the payout calculations.

The yellow zone in the table highlights pension payouts that most City Managers/Executives might expect to receive, based on their possible years of employment and their possible lifetime after leaving active employment. As can be seen, retired City Managers/Executives can easily expect to see between \$3.7M and \$9.3M in retirement. Yet, “compensation surveys” do not include these dollars, even though it is possible that these pension payouts are larger than the retiree received from his government job when he/she was actively working.

Total-Compensation Model Needed

The public has every right to know how much it costs to hire every person employed by the government. This means that a “total-compensation” model needs to be developed, that is imposed on every government agency. This model would necessarily need to include the likely pension payouts that government sector employees will receive during retirement years. The premise that these vast sums of money are “benefits” needs to be replaced with the idea that pensions are actually compensation, not a “gift” that does not need to be accounted for when determining employee compensation, as currently seems to be the case.

Conclusion

The situation in Bell, CA may not be found to exist in other California City Governments, but without full transparency of all expenditures of government agencies (including the full and accurate reporting of employee compensation), how would anyone know that Bell-like corruption does not exist in other cities?

Because almost all government agencies have “outsourced” their pension management to CalPERS (or CalSTRS for the schools), most government agencies seem to “play dumb” when queried about the future liabilities that government jobs have created under the current system. The current pensions system has become so lavish for government sector retirees, that traditional government services will be threatened in the future, or taxes will have to be radically increased to pay these multi-million dollar pensions.

The current system is out-of-control. Some visibility has been thrown on this problem at the State level, but the real problem exists in the other government agencies: schools and local governments—which employ about 1.7M full- and part-time employees, who will soon be swelling the CalPERS \$100K retiree “club” within a decade.

At the present, these multi-million dollar payouts are “off the table”, and not obvious to the public as a cost-of-employment of public sector employees. Local governments need to take the lead in the area of expenditure transparency by utilizing “total-compensation” models, which include every source of income that an employee enjoys—including the pension that will come after retirement.

Wayne Martin
Palo Alto, CA
www.twitter.com/wmartin46
www.scribd.com/wmartin46

On the NET:
www.pensionsunami.com

From: Raania Mohsen [mailto:executive_director@scca.gov]
Sent: Monday, October 18, 2010 8:09 AM

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d;
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Subject: Cities Association: Board & CSC Meeting Summary

Dear All,

Attached is the Meeting Summary of the October 14 CSC and Board of Directors Meeting. The summary will soon be available on our website at www.scca.gov.

Please share this with your colleagues.

Actions of the Board include:

- 1) Endorsement of Measure A; and,
- 2) Approval of revised bylaws to forward to cities for final approval.

If you have any questions, please let me know.

Thank you,
Raania

Raania Mohsen
Executive Director
Santa Clara County Cities Association
505 West Olive Avenue, Suite 749
Sunnyvale, CA 94086

[www.scca.gov/](http://www.scca.gov)



OCTOBER 2010 MEETING SUMMARIES

CITY SELECTION COMMITTEE MEETING:

- Silicon Valley Regional Interoperability Authority (SVRIA): appointed Council Member Laura Macias of Mountain View to a term expiring October 2013.
- It was noted that the Alternate position is still available. Board Members of eligible cities were encouraged to notify their fellow Council Members. Elected officials representing the following cities are eligible: Milpitas, Sunnyvale, Los Gatos, Monte Sereno, Palo Alto, Morgan Hill, Cupertino, and Saratoga.
- It was also noted that the Alternate position for the North County seat is now vacant since Laura Macias, who was the former Alternate, has now been appointed as a Director of the SVRIA Board.

BOARD OF DIRECTORS MEETING:

- Michele Lew, President and CEO of Asian Americans for Community Involvement (AACI), presented an overview of its invaluable services that available to all of our communities. Services provided are not limited to the Asian community but to all ethnicities. AACI provides domestic violence, youth, mental health, senior, primary care health, HIV/AIDS, alcohol/drug, and survivors of torture services. In honor of Domestic Violence Awareness Month, Michele showed a 7-minute video of the benefits of and highlighted AACI's Domestic Violence Program. There is a significant need for providing assistance to women who suffer from domestic violence; last year AACI had to turn away 450 calls requesting domestic violence services.
- David Casas, member of the Bylaws Review Subcommittee, reviewed the memos and "red-lined" bylaws sent/mailed to the Board listing the suggested revisions and clarifying that the Cities Association is subject to the Brown Act. Attorney Jolie Houston has reviewed the revisions and confirmed that the Brown Act applies to both Cities Association Board and Subcommittee (e.g. Executive Board) meetings. Some of the revisions include "cleaning-up" the facts and changing the organization name from Santa Clara County Cities Association to Cities Association of Santa Clara County. The goal is to get approval from each city by December. The Board approved the revisions as amended. Raania will coordinate with each Board Member so that the review/approval of the revisions is added to future city council agendas for each city.
- Sam Liccardo, member of the Housing Allotments Subcommittee, reported that SCC may need to establish itself as a subregion in the future RHNA process in order to work toward the Sustainable Communities Strategy. Richard Napier, Executive Director of City/County Association of Governments of San Mateo County (C/CAG), reported on San Mateo County's experience as a subregion in the last RHNA cycle. The 21 jurisdictions agreed to establish the subregion for the following reasons:
 - Dissatisfaction with the RHNA process
 - Subregional approach would enable infrastructure resource trading, e.g. water

- All jurisdictions were willing to take responsibility for accepting a local compromise for a county-wide benefit, rather than blaming ABAG
- Greater flexibility

To pursue the subregion option, several committees provided direction and were formed e.g. RHNA Technical Advisory Committee, City Managers Association, RHNA Policy Advisory Committee. ABAG, county representatives, Planning Directors, and elected's were heavily involved in the process. The jurisdictions found that taking the responsibility for the housing allotments, considering communities' interests and trades, and working together locally were worth the time and dedication needed to complete the process. Several cities were "unhappy" at first, but once addressed, the jurisdictions felt comfortable with their numbers because they were able to broker county-wide and the numbers were reached through a bottoms-up approach. More details about C/CAG's experience is available at http://www.ccag.ca.gov/pdf/documents/archive/SubRHNA%20Article_18JUL07.pdf.

- Scott Haywood from VTA, provided background information on the Sustainable Communities Strategy (SCS) to reduce greenhouse gas emissions by integrating transportation and land use. The SCS will be developed by MTC and ABAG, utilizing the existing VTA Policy Advisory Committee (PAC) and Technical Advisory Committee (TAC) as working groups, the Cities Association, City Managers Association, and SCC Association of Planning Officials as steering committees, and the City Councils, Board of Supervisors, and VTA Board for direction and policy decisions. VTA would like to attend Cities Association meetings periodically, e.g. every quarter or when needed. The next SCS Roundtable meeting is scheduled for November 8th, 5 – 6:30 pm, for all council members across the county, at the SCC Board of Supervisors Chambers. More details and communication about the meeting is forthcoming. The goal is to have the strategy adopted by March 2013.
- Board Member Kathleen King, Executive Director of Santa Clara Family Health Foundation, requested an endorsement of Measure A, the Children's Health Protection Act – a \$29 parcel tax for property owners for the next 10 years. The tax is expected to generate \$13-\$14 million annually to sustain the Healthy Kids program, which provides affordable health coverage for eligible children in SCC. Funds for Healthy Kids are dwindling, and without alternative funding, thousands of children will be forced to disenroll from the program. Measure A was placed on the November 2nd ballot by SCC Board of Supervisors. The Cities Association Board unanimously voted to endorse Measure A.
- San Jose Council Member Nancy Pyle and David Vossbrink from the San Jose International Airport presented to the Board on the need to create more flights from the San Jose International Airport. With the magnificent improvements, the airport is well-equipped to handle increased flight traffic; however, the airport needs support from elected's to build awareness of the airport's regional value and potential to build economic and business development that will benefit all jurisdictions. David and Nancy requested that Members have their local business leaders/colleagues make direct requests to airlines to provide more flights leaving from San Jose (vs. San Francisco). In January, the airport will hold a reception inviting all elected's in the region to come and bring colleagues, or business leaders from their jurisdictions to learn more about the airport's value and potential to contribute to the economic development and vitality of our region. An invitation is forthcoming. For more information, contact Council Member Nancy Pyle at (408) 535-4910, district10@sanjoseca.gov, or David Vossbrink at (408) 501-7700.
- Doug Schmitz, Cities Managers' Association Liaison, reported on North County Cities collaborating to address public safety communications, and the upcoming ICMA Annual Conference taking place in San Jose, October 17- 20.

- Nominating Committee Report: David Casas reported the recommendations for the Executive Board for 2011:

Mayor Melinda Hamilton, Sunnyvale, President
 Council Member Sam Liccardo, San Jose, 1st Vice President
 Council Member Margaret Abe-Koga, Mountain View, 2nd Vice President
 Mayor Steve Tate, Morgan Hill, Secretary/Treasurer
 Mayor David Casas, Los Altos, Past President

The Board will vote in November.

- Betsy Shotwell reported the Governor signed the Budget after a record of 100 days. He vetoed \$1 billion worth of services including Cal Works, childcare, etc., Fortunately, the new Budget has minimal impact on cities, and there has been some significant pension reform milestones; however, \$350 million of redevelopment money will be taken in June. An appeal will most likely follow. There are several propositions on the ballot with concerning/inaccurate adds and mailers, e.g. Prop 25, Prop 26.

Joys and Challenges

- Sam Liccardo reported that Measure B (VTA's 10\$ VRF increase) will result with \$14 million of funds per year, with 80% of it going to cities. He encouraged Members to write letters to their local newspaper editors to support Measure B.

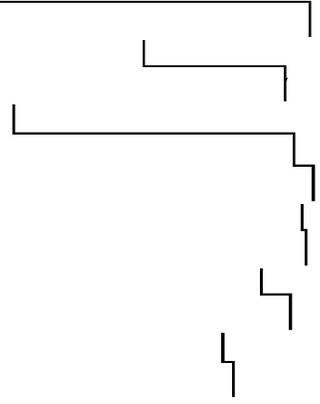
Announcements

- Steve Tate announced that the Frys.com Open is being held in San Martin, for three more days: October 15 – 17th and encouraged all to attend.
- Jason Baker announced that Campbell will be hosting Oktoberfest this weekend.
- David Casas announced that ABAG's General Assembly will be held in San Jose for the first time on October 21st and encouraged all and fellow councils to attend to support the new location.
- David Casas announced the 2010 Cities Association Holiday Party will be hosted at the Los Altos Golf & Country Club on Thursday, December 2nd. He encouraged all to reserve the date. The Saratoga Taiko drums and Los Altos High School Choir will be providing musical entertainment. Tickets will be available for \$65/person. This year is the 20th Anniversary of SCCCA. Regional organizations, e.g. SVLG, JVSJ, SJSV Chamber of Commerce, will also be invited.
- David Casas announced that on the Sunday after Thanksgiving, November 28th, Los Altos will host its Annual Festival of Lights Parade and encouraged all to attend.

From: Raania Mohsen [mailto:executive_director@sccca.gov]

Sent: Wednesday, October 20, 2010 10:33 AM

To:



Subject: Cities Association: FW: 2-tier retirement plan

Dear All,

Attached are documents benchmarking the cities' status on the two-tier retirement system.

Thank you to City Manager Doug Schmitz of Los Altos and staff for preparing the report.

If you have any questions, please let me know.

Thank you,

Raania

Raania Mohsen
Executive Director
Santa Clara County Cities Association



**Two-Tier Pension System
Santa Clara County Agencies
September 2010 Survey**

1. Has your agency adopted the concept of a Two-Tier pension system?

Gilroy - IAFF, Local 2805 is shifting to 2% at 55 with 3 year average. Gilroy POA is shifting to 2% at 50. Both contract amendments are currently underway with CalPERS and we expect the process to be complete by 1/1/11.

Los Altos - Teamsters Local 350 shifting to 2% at 60 with 3 year average. POA in last year of MOU. City will negotiate this provision for 2011-12.

Morgan Hill - Yes, the City Council has adopted the concept of lowering City Paid retirement costs (so could be accomplished by employees paying more without reducing benefit level) as well as health costs.

Sunnyvale - The City of Sunnyvale is looking at all options and we are making presentations to all staff on the two-tier pension system. Contracts do not expire until 2012 so employee groups are not obligated to meet with the City. However, we continue ongoing discussions in regards to the high costs.

Los Altos Hills - Management has recommended "2% @ 60" for new hires; matter to be considered by the City Council on 9/16/10.

Santa Clara - City Council has supported discussions with bargaining units on the concept of a Two Tier Pension System.

San Jose - No response. San Jose does not participate in CalPERS retirement system.

2. Has your agency implemented a Two-Tier with any labor groups to date?

Morgan Hill - No, 2013 is when three labor agreements expire.

Palo Alto - SEIU and MGMT; implemented 2@60 effective 7/17/10.

Cupertino - we have discussed at the bargaining table and will wait until 2012.

3. Are you currently in negotiations to implement a Two-Tier pension system?

Palo Alto - in negotiations with Fire and Police Mgmt.

Saratoga - Negotiations begin with all three City contracts early next year for an effective date in September, 2011.

Santa Clara County Fire - We are currently in negotiations. As far as I know only Gilroy Fire has moved to a two tier retirement for fire. I am not aware of any other fire departments in the State of California who are PERS agencies that have moved to a two tier formula. The trend with police/sheriff agencies moving to two tier is much more apparent.

Midpeninsula Open Space - Negotiations with our represented group start late Fall with a contract renewal date of 4-01-11.

Santa Clara - The City currently is discussing a 2nd Tier with its public safety bargaining units.

4. Are you planning on future negotiations for a Two-Tier pension system?

Palo Alto - also plans to negotiate two-tier with Fire Chiefs and Police.

Santa Clara County Fire - Currently, County Fire Board of Fire Commissioners have a two tier retirement proposal on the table. The Union is adamant that it will not go two tier. They would rather explore other means to address the economic condition/forecast of our department than touch the current retirement benefits.

Saratoga - It's possible. The City is still determining at this point in time if it is necessary as our comparable cities all have the enhanced plans, the City of Saratoga is currently at 2@55.

Sunnyvale - Yes or something that will generate similar savings, ie. employee pay the EPMC amount that the City currently contributes.

Two-Tier Pension System Santa Clara County Agencies				
	1.adopted concept	2. Implement	3. in negotiations	4. Future negotiations
Campbell	yes	yes, safety	yes, misc.	yes
Cupertino	yes	no	no	yes
Gilroy	yes	yes	not at this time	yes
LA	yes	in process	not at this time	yes
LAH	pending	no	no	yes
Los Gatos	yes	no	no	yes
Mid Pen	no	no	no	TBD
Milpitas	no	no	no	yes
M Sereno	no	no	no	possible
M Hill	yes	no	no	yes, 2013
Palo Alto	yes	yes	yes	yes
SJ	no response- does not use CalPERS as a retirement system			
SC	supports	no	yes, safety units	yes
SCCo Fire	not now	no	yes	in negotiations
Saratoga	no	no	no	possible
S'vale	an option	no	no	possible

-
1. Has your agency adopted the concept of a Two-Tier pension system?
 2. Has your agency implemented a Two-Tier with any labor groups to date?
 3. Are you currently in negotiations to implement a Two-Tier pension system?
 4. Are you planning on future negotiations for a Two-Tier pension system?

From: Raania Mohsen [mailto:executive_director@sccca.gov]

Sent: Friday, October 22, 2010 9:37 AM

To:

Subject: Cities Association: City Selection Committee Meeting 2010

Dear All,

There will be a City Selection Committee Meeting on Thursday, November 4th, 6:45 pm, prior to the scheduled Board of Directors Meeting. Please note, this date is one week earlier than the regularly scheduled meetings due to the Veteran's Day Holiday on the following Thursday, November 11th.

The CSC Agenda includes three appointments:

- 1) BAAQMD – Ash Kalra has expressed interest in a re-appointment.
- 2) RWRC – Council Member Curtis Wright will be terming out of office at the end of this year, thus leaving the Member-at-Large seat vacant. The Member-at-Large term expires in January of 2011. Cities not currently represented on the Commission are eligible for this seat. Susan Garner of Monte Sereno has expressed interest in this appointment.
- 3) SVRIA – the Alternate seat remains vacant since October's CSC posting. No expression of interest has been received for this seat.

Please see the attached Agenda for eligible representatives.

The Agenda and packet will soon be available on our website at www.sccca.gov.

If you are not able to attend this meeting, please forward this notice to your Alternate.

If you have any questions please let me know.

Thank you,

Raania

Raania Mohsen

Executive Director

Santa Clara County Cities Association

505 West Olive Avenue, Suite 749

Sunnyvale, CA 94086

**NOTICE and AGENDA
CITY SELECTION COMMITTEE**

6:45 P.M. Thursday, November 4, 2010
Sunnyvale City Hall, West Conference Room
456 West Olive Avenue, Sunnyvale, CA

NOTICE OF MEETING

NOTICE IS HEREBY GIVEN, pursuant to the requirement of law, that the City Selection Committee for Santa Clara County will meet in special session Thursday, November 4, 2010 at 6:45 p.m. at Sunnyvale City Hall, Sunnyvale, CA, in accordance with the following agenda items.

AGENDA

- 1. Call to Order/Roll Call**
- 2. Consent Calendar**
 - a. Draft Minutes of the meeting of October 14, 2010
- 3. Communication Received:**
 - a. **Bay Area Air Quality Management District (BAAQMD) – (Job Description):** Director appointment to fill term expiring January 2013.
 - i. Letter of interest received for re-appointment from Ash Kalra, San Jose.
 - b. **Recycling Waste & Reduction Commission (RWRC) – (Job Description):** Member-at-Large appointment to fill term expiring January 2017. Council Members representing Los Altos, Los Altos Hills, Monte Sereno, Morgan Hill, Milpitas, Palo Alto, San Jose, or Saratoga are eligible for appointment.
 - i. Letter of interest received from Susan Garner, Monte Sereno.
 - c. **Silicon Valley Regional Interoperability Authority Board of Directors Alternate (SVRIA) – (Job Description):** Alternate Director appointment to fill term expiring October 2013. Council Members representing Milpitas, Sunnyvale, Los Gatos, Monte Sereno, Palo Alto, Morgan Hill, Cupertino, or Saratoga are eligible for appointment.
 - i. No expression of interest received.
- 4. Appointments – Motions will be accepted from the floor**
 - a. **BAAQMD** – one appointment

- b. RWRC – one appointment
- c. SVRIA– one appointment

5. Adjournment

Note: City Selection Committee rules specify that each city's representative to the Committee is the city's Mayor or his/her designee from the city's council.

Minutes
SANTA CLARA COUNTY CITY SELECTION COMMITTEE
Sunnyvale City Hall
October 14, 2010

The regular meeting of the Santa Clara County City Selection Committee was called to order at 6:56 p.m. with SCCCA President David Casas presiding.

1. Call to Order/Roll Call

Present:

Jason Baker, Campbell
Cat Tucker, Gilroy
David Casas, Los Altos
Ginger Summit, Los Altos Hills
Joe Pirzynski, Los Gatos
Steve Tate, Morgan Hill
Howard Miller, Saratoga
Larry Klein, Palo Alto
Kathleen King, Saratoga

Also Present:

Scott Haywood, VTA
Betsy Shotwell, City of San Jose
Raania Mohsen, SCCCA Exec. Dir.
Michele Lew, AACI
Doug Schmitz, City Manager, Los Altos
Richard Napier, C/CAG

- 2. Consent Calendar:** Minutes of the meeting of September 9, 2010. Motion (Pirzynski)/Second (Klein) to accept the minutes.
- 3. Communications received:** Letter of interest was noted. No expression of interest received for Alternate.
- 4. Appointments:**
Silicon Valley Regional Interoperability Authority: Laura Macias, Mountain View was appointed to a term expiring October 2013. Motion (Summit)/Second (Hamilton). Carried unanimously.
- 5. Adjournment.** It was noted that the Alternate seat remains vacant and will be scheduled for appointment at a future CSC meeting. In addition, it was also noted that the North County Seat Alternate position to the SVRIA is now available upon Laura Macias' Director appointment. The meeting was adjourned at 7:00 p.m.

Respectfully submitted:
Raania Mohsen, Executive Director

County of Santa Clara

Recycling and Waste Reduction Commission
Integrated Waste Management Division

1553 Berger Drive, Building #1
San Jose, California 95112
(408) 282-3180 FAX (408) 282-3188
www.ReduceWaste.org



Recycling and Waste Reduction Commission of Santa Clara County JOB DESCRIPTION

- Authority:** The Recycling and Waste Reduction Commission is the principal advisory body to city councils and the Board of Supervisors on countywide solid waste planning issues and the Countywide Integrated Waste Management Plan.
- Meetings:** Last Monday of even numbered months at 5:15 p.m. (February, April, June, August, October and December)
- Stipend:** \$50 per meeting
- Term of Appointment:** The term of office of each commission member shall be six years and the number of terms shall be limited to two terms.
North County Cities representative: One city council member from Cupertino, Los Altos or Los Altos Hills
West Valley Cities representative: One city council member from Campbell, Los Gatos, Monte Sereno or Saratoga
Central County Cities representative: One city council member from Milpitas or Santa Clara
SMArT Station Cities representative: One city council member from Mountain View, Palo Alto or Sunnyvale
South County Cities representative: One city council member from Gilroy or Morgan Hill
Member-at-large: Two city council members to serve as members-at-large. Members-at-large shall be drawn from any city that does not already have a representative on the commission.
- Attendance:** Three consecutive absences are sufficient grounds to warrant the Chairperson to request a replacement.
- Reporting Requirements:** City Selection appointees present quarterly written reports to the Board of Directors of the Cities Association regarding relevant activities. One appointee of the Committee is also required to report to the Board of Directors of the Cities Association at least one a regularly scheduled meeting during the course of each year. Committee members will also be expected to report to the specific cities they represent.
- For More Information:** Elizabeth Constantino, Program Manager (408) 282-3165
Lisa Rose, Staff to RWR Commission (408) 282-3166

Commissioners: Jamie McLeod, Chair; Ronit Bryant, Kansan Chu, Jim Griffith, Rosemary Kamei, Evan Low, Cat Tucker, Kris Wang, Curtis Wright, Ken Yeager

October 21, 2010

Re: Appointment to Recycling Waste & Reduction Commission

Dear Cities Association Members,

I am writing this letter to request appointment to the Recycling Waste & Reduction Commission. I am passionate about waste reduction and public education on this issue. I have lead efforts at my son's school to implement lunch time and special event recycling programs. I also spent many years of my professional career supporting environmental studies for solid waste companies.

This seat is currently held by Curtis Wright who is a council member in Monte Sereno. Curtis's term on council expires during December 2010. I believe that my background and passion makes me an ideal candidate for this appointment. If you have any questions for me, please contact me at: electsue2008@aol.com or (408) 679-7166 (cell).

Thank you in advance for your consideration.

Sincerely,

Susan Garner
Council Member
City of Monte Sereno

October 21, 2010

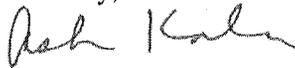
To SCCCA President David Casas and the Cities Selection Committee members:

I would like to respectfully submit this letter of interest to the City Selection Committee as a formal request for consideration of reappointment to the Bay Area Air Quality Management District Board as a representative of the Cities Association. Given the significance of this seat, I can assure you that I will continue my commitment to representing all of the cities in Santa Clara County effectively.

During my tenure on the BAAQMD Board, I have made a conscious effort to serve as a representative of all of the County's cities. At my very first meeting in January of this year, I urged the Board to delay implementation of historic greenhouse gas emissions standards because most of the cities in our County were not aware of the implications of these standards. Thankfully, the majority of the Board agreed and, along with Supervisors Kniss and Yeager as well as Councilmember Garner, we made a concerted effort to educate all of the cities in our County about the new standards. We even held informational meetings, including a meeting at San José City Hall, where approximately two dozen representatives from planning departments throughout the County were in attendance. In June, we passed these historic guidelines with the confidence of knowing we had taken the time to reach out to all of our local municipalities. This is one major example of how I have gone to great lengths to ensure my representation on the BAAQMD Board accurately reflects the concerns of all of the cities in Santa Clara County.

I hope this letter of interest leaves you feeling confident in my desire and ability to continue in my service as the Santa Clara County Cities Association representative on the BAAQMD Board. I humbly ask for your consideration and please do not hesitate to contact me if you have any questions or concerns regarding this matter.

Sincerely,



Ash Kalra
Councilmember, District 2

RD:SSG

**JOINT POWERS AGREEMENT FOR THE
SILICON VALLEY REGIONAL INTEROPERABILITY AUTHORITY**

NOVEMBER 18, 2009

THIS JOINT POWERS AGREEMENT FOR THE SILICON VALLEY REGIONAL INTEROPERABILITY AUTHORITY (the "**Agreement**") is entered into as of this ____ day of _____ 20 ____, ("**Effective Date**") by and among the public agencies executing this Agreement (collectively, "**Members**" and individually, "**Member**").

RECITALS

- A. **WHEREAS**, in 2001, the Cities of Campbell, Cupertino, Gilroy, Los Altos, Milpitas, Monte Sereno, Morgan Hill, Mountain View, Palo Alto, Santa Clara, San Jose, Saratoga, and Sunnyvale; the Towns of Los Gatos and Los Altos Hills; the South Santa Clara County Fire District; the County of Santa Clara; San Jose State University; and the Santa Clara Valley Water District (collectively, the "**Network Participants**") entered into an agreement to exercise their joint contracting and purchasing powers pursuant to Government Code Section 6502 (the "**Joint Funding Agreement**"), so as to jointly hire consultants for the conceptual design and implementation strategy for an interoperable communications network, to jointly purchase a radio and data communications system or network to provide interoperability for the Network Participants, to integrate this system or network with other nearby regional public safety communications systems, to participate in regional interoperability projects, to jointly fund activities and projects related to interoperability; and to jointly apply for grants and funding to facilitate the accomplishment of these goals;
- B. **WHEREAS**, the campaign to accomplish the above goals came to be known as the Silicon Valley Regional Interoperability Project ("**SVRIP**");
- C. **WHEREAS**, the SVRIP has been very successful but many new projects and opportunities have arisen and the joint exercise of powers under the Joint Funding Agreement is no longer sufficient to address the expanded opportunities and objectives of the SVRIP;
- D. **WHEREAS**, the undersigned desire to create an independent joint powers authority to implement and operate the SVRIP and other projects, and to formally articulate the goals and purposes of the Authority;
- E. **WHEREAS**, a SVRIP Executive Director, employed by the City of San Jose consistent with the Joint Funding Agreement, has been appointed by the SVRIP steering committee to assist in the formation and operation of the Authority;
- F. **WHEREAS**, pursuant to the Joint Exercise of Powers Act, Title 1, Division 7, Chapter 5, of the California Government Code, Government Code Section 6500 *et seq.*, two or more public agencies may by agreement jointly exercise any power common to the contracting agencies; and
- G. **WHEREAS**, the Members have determined that the public interest will be served by the joint exercise of their common powers through this Agreement and the creation of a joint powers authority for the purposes described herein.

NOW THEREFORE, in consideration of the promises, terms, conditions, and covenants contained herein, the Members agree as follows:

ARTICLE 1 – DEFINITIONS

1. Certain terms used in this Agreement shall be defined as follows:
 - 1.1. **"Agency"** or **"Public Agency"** shall have the meaning provided in Government Code Section 6500.
 - 1.2. **"Agreement"** shall mean this Agreement that establishes the Silicon Valley Regional Interoperability Authority.
 - 1.3. **"Annual Operating Costs"** shall mean the day to day expenses of the Authority (other than systems maintenance expenses) which shall include without limitation, personnel (except systems maintenance personnel), overhead, legal and accounting services, and similar costs for the fiscal year; as such term may be further defined in the policies of the Authority
 - 1.4. **"Annual Systems Maintenance Costs"** shall mean consulting and maintenance services for existing hardware and software; systems maintenance personnel costs; system site/facility maintenance; parts, software/firmware, labor and equipment for regular maintenance; and noncapital replacements for the fiscal year; as such term may be further defined in the policies of the Authority.
 - 1.5. **"Authority"** shall mean the Silicon Valley Regional Interoperability Authority.
 - 1.6. **"Board"** shall mean the Board of Directors which is the governing body of the Silicon Valley Regional Interoperability Authority.
 - 1.7. **"Central County Agencies"** shall include the City of Santa Clara, the City of Sunnyvale, and the City of Milpitas.
 - 1.8. **"Overhead"** shall mean the Authority's ongoing necessary administrative costs (such as system site/facility rent, office rent, utilities, office supplies, and insurance) which are not separately budgeted as part of a specific project, program, or service.
 - 1.9. **"Members"** shall mean the public agencies which are signatories to this Agreement prior to the Effective Date. Unless otherwise indicated, actions or approvals of a Member are deemed to be those of the legislative body of the Member.
 - 1.10. **"Multiple Agency Directorship"** shall mean any seat on the Board of Directors which represents more than one Member.
 - 1.11. **"Northwest County Agencies"** shall include the City of Mountain View, the City of Palo Alto, the City of Los Altos and the Town of Los Altos Hills.
 - 1.12. **"Smaller Member"** shall mean any Member whose population is less than 15,000.

- 1.13. **"South County Agencies"** shall include the City of Gilroy and the City of Morgan Hill.
- 1.14. **"Southwest County Agencies"** shall include the City of Cupertino, the City of Campbell, the City of Saratoga, the Town of Los Gatos and the City of Monte Sereno.
- 1.15. **"Working Committee"** shall mean the committee described in Article 6 of this Agreement.

ARTICLE 2 – CREATION AND PURPOSES

2. The Silicon Valley Regional Interoperability Authority is created as described in this Article.
 - 2.1. **Creation of Authority and Jurisdiction.** Pursuant to the Joint Exercise of Powers Act, the Members hereby create the Silicon Valley Regional Interoperability Authority, a public entity separate and distinct from each of the Members, to exercise the powers common to the Members and as otherwise granted by the Joint Exercise of Powers Act. The jurisdiction of the Authority shall be all territory within the geographic boundaries of the Members; however the Authority may undertake any action outside such geographic boundaries as is necessary or incidental to the accomplishment of its purposes.
 - 2.2. **Purpose of Authority.** The purpose of the Authority is to enhance and improve communications, data sharing and other technological systems, tools and processes for protection of the public and public safety and to facilitate related local and regional cooperative efforts.
 - 2.3. **Purpose of Agreement.** The purpose of this Agreement is to create the Authority; to facilitate the implementation of the Authority's projects, systems and services; to provide for the Authority's acquisition of real, personal and intangible property, to provide for the Authority's administration, planning, design, financing, regulation, permitting, environmental evaluation, public outreach, construction, operation, and maintenance of the Authority's projects, systems and services; and to provide for any necessary or convenient related support services.

ARTICLE 3 – POWERS

3. The Authority shall have all powers necessary or reasonably convenient to carry out the purposes herein, subject to the limitations in this Article.
 - 3.1. The Authority shall have all powers necessary or reasonably convenient to carry out the purposes herein, including, but not limited to, the following powers:
 - 3.1.1. To obtain and secure funding from any and all available public and private sources including local, state, and federal government, including but

not limited to, bond issuances, lease purchase agreements, grants, public and private contributions, public and private loans, and other funds;

- 3.1.2. To manage and operate any projects, systems, and services transferred or assigned to the Authority and fulfill any existing obligations incurred under the Joint Funding Agreement that are transferred or assigned to the Authority;
- 3.1.3. To plan, design, finance, acquire, construct, operate, regulate, and maintain systems, equipment, facilities, buildings, structures, software, databases, and improvements;
- 3.1.4. To lease real, personal and intangible property;
- 3.1.5. To acquire, hold, or dispose of real, personal or intangible property by negotiation, dedication or eminent domain;
- 3.1.6. To own, lease, sublease, acquire, operate, maintain and dispose of materials, supplies, and equipment of all types including, but not limited to intangible property such as radio frequencies;
- 3.1.7. To conduct studies, tests, evaluations, investigations, and similar activities;
- 3.1.8. To develop and/or adopt standards and specifications;
- 3.1.9. To obtain permits, rights, licenses and approvals, including FCC licenses;
- 3.1.10. To enter into agreements;
- 3.1.11. To contract for services from Members, including but not limited to in-kind services;
- 3.1.12. To employ consultants, contractors, and staff and to adopt personnel rules and regulations;
- 3.1.13. To adopt bylaws, rules and regulations;
- 3.1.14. To delegate certain powers;
- 3.1.15. To acquire and maintain insurance of all types;
- 3.1.16. To accept, hold, invest, manage, and expend monies pursuant to the Joint Exercise of Powers Act;
- 3.1.17. To work with elected officials and local, regional, state and federal agencies, including joint powers agencies and consortia, to pursue funding, enter agreements, and otherwise act to carry out the purposes of the Authority;
- 3.1.18. To incur debts, liabilities or obligations, provided that no debt, liability, or obligation shall constitute a debt, liability or obligation of the Members, either jointly or severally;

- 3.1.19. To charge for services, programs, and/or system use by means of subscriber fees or similar charges;
 - 3.1.20. Subject to applicable legal authority, to cause assessments, fees or charges to be levied in accordance with applicable State and Federal law;
 - 3.1.21. To issue bonds and sell or lease any type of real or personal property for purposes of debt financing;
 - 3.1.22. To sue and be sued;
 - 3.1.23. To conduct public outreach and education;
 - 3.1.24. To participate in pilot and demonstration projects;
 - 3.1.25. To reimburse Authority officers, employees and officials for expenses incurred as permitted by law; and
 - 3.1.26. To exercise all powers incidental to the foregoing.
 - 3.1.27. In addition to those powers common to each of the members and the powers conferred by the Joint Exercise of Powers Act, the Authority shall have those powers that may be conferred upon it by subsequently enacted legislation.
- 3.2. Limitation on Eminent Domain Power. The Authority's power of eminent domain shall be exercised to acquire real property only in the manner prescribed by the California Code of Civil Procedure, including the requirements of Sections 1245.230 and 1245.240 of the Code of Civil Procedure (as such statutes and requirements may be amended) which provide that prior to the exercise of such power the Board adopt, by a 2/3 vote of the entire Board, a resolution finding that (1) the public interest and necessity require the proposed project; (2) the proposed project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury; and (3) the property described in the resolution is necessary for the proposed project. Further, the Authority shall not exercise such power in the jurisdiction of a municipal or county Member in absence of a resolution approved by a majority of the Member's governing body evidencing the Member's consent to the Authority's exercise of eminent domain.
- 3.3. No Authority Taxing Power. The Authority shall not exercise any power it possesses to impose taxes on the public, although it may receive the proceeds of taxes imposed by other entities.
- 3.4. Restriction on Exercise of Powers. Pursuant to Section 6509 of the Joint Exercise of Powers Act, the Authority has designated a general law city as the Member for determination of the restrictions upon the Authority in exercising the common powers under this Agreement and the City of Cupertino shall serve as such Member. In the event that the City of Cupertino ceases to be a Member, the Board may designate by resolution another general law city Member as the

Member for determination of the restrictions upon the Authority in exercising the common powers.

- 3.5. Unless expressly provided to the contrary herein, the Authority does not intend, by virtue of Section 3.3 or this Agreement, to subject itself to the internal policies or ordinances of any Member (e.g., Member purchasing or sunshine ordinances).

ARTICLE 4 – MEMBERSHIP

4. The Members of the Authority are the public agencies who enter into this Agreement prior to the Effective Date. In the event a city or town listed as represented by a Multiple Agency Directorship does not enter into this Agreement prior to the Effective Date, the city or town will not be a Member and the listed entities in the applicable Multiple Agency Directorship will be deemed amended to reflect this fact without further action. Admission of a new Member shall not require amendment to this Agreement, however, after the Effective Date new Members may be admitted only pursuant to the procedures described in Sections 4.1 and 4.2. Members may withdraw pursuant to the procedures described in Sections 4.3.
- 4.1. A Public Agency may be considered for membership in the Authority after the Effective Date, by presenting an adopted resolution of the Public Agency's governing body to the Board which includes a request to become a Member of the Authority.
- 4.2. The Authority shall accept new Members upon a majority affirmative vote of the entire Board, payment of any Board determined fees and charges, including a pro-rata share of organization, planning, project, and other costs and charges and upon satisfaction of any conditions established by the Board as a prerequisite for membership. At the time of admission, the Board shall adopt a resolution assigning the new Member to be represented by one of the existing Multiple Agency Directorships and amend the listed entities in the applicable Multiple Agency Directorship shall be amended to reflect this fact. Each proposed Member shall also enter into a membership agreement, upon the date of execution of which it shall be bound to the terms of this Agreement as a Member.
- 4.3. **Withdrawal.** Any Member may withdraw from this Agreement upon at least 6 (six) months written notice to the Authority and the Members. Any Director who is an elected official of the withdrawing Member and any Working Committee member who is an official, officer or employee of the withdrawing Member shall be deemed to have resigned as of the date of receipt of the written notice.
- 4.3.1. A withdrawing Member shall have no interest or claim in the assets of the Authority absent an Authority approved written agreement which contains express provisions to the contrary.
- 4.3.2. Any withdrawing Member shall be obligated to pay an equitable share, consistent with the cost sharing principles herein, of all debts, liabilities and obligations of the Authority incurred prior to the effective date of the

withdrawal; as such share is determined by the Board, as a condition precedent to such withdrawal.

- 4.3.3. Provided, however, that the withdrawing Member's obligations under Section 4.3.2 shall not extend to debts, liabilities and obligations of the Authority that are secured or otherwise committed pursuant to specific project, service, or program agreements ("**limited scope agreements**") that expressly omit the withdrawing Member. The specific pro-rata share of the withdrawing Member of the debts, liabilities and obligations of the Authority that are secured or otherwise committed pursuant to a limited scope agreement shall be determined by the terms of those agreements and the withdrawing Member shall comply with all withdrawal terms of such agreement.
- 4.3.4. A withdrawing or withdrawn Member's payment obligation with respect to its share of debts, liabilities and obligations shall survive withdrawal of the Member and survive termination of this Agreement.
- 4.3.5. If a Member who is represented by a Multiple Agency Directorship withdraws, the listed entities in the applicable Multiple Agency Directorship may be amended to reflect this fact by a resolution of the Board.

ARTICLE 5 – BOARD OF DIRECTORS; ORGANIZATION

5. The Authority shall be governed by a Board of Directors (the "**Board**") consisting of nine (9) Directors. The term of a Director's appointment shall be three (3) years although Directors may be appointed for a shorter term consistent with the Board's bylaws. Directors may be appointed to multiple successive terms. An alternate shall be appointed for each Director. Alternates shall serve as Directors in the absence of their respective Directors and shall exercise all rights and privileges thereof. Notwithstanding the above, each Director and each alternate for such Director shall serve at the pleasure of the Member(s) they represent and may be removed by such Member(s) at any time without any right to notice thereof.
 - 5.1. Directors and alternates shall be appointed by the represented Member(s) as follows and, at the time of such appointment and for the duration of such appointment, each shall be an elected official of a Member:
 - 5.1.1. Two Directors shall represent the County of Santa Clara.
 - 5.1.2. Two Directors shall represent the City of San Jose.
 - 5.1.3. One Director shall represent the Central County Agencies.
 - 5.1.4. One Director shall represent the Northwest County Agencies.
 - 5.1.5. One Director shall represent the South County Agencies.
 - 5.1.6. One Director shall represent the Southwest County Agencies.

- 5.1.7. One Director shall be appointed by the City Selection Committee (as formed pursuant to Government Code Section 50270 *et seq.*) for Santa Clara County. The Director shall be an elected official of a Member who does not have an elected official on the Board at the time of appointment. The Director appointed in this manner may be removed by the Member that he or she serves.

Each directorship described in Sections 5.1.3 through 5.1.6 shall be a Multiple Agency Directorship and an action by a majority of the represented Members shall appoint and remove such Directors. If the Director (or his or her Alternate) shall fail to attend 70% of the meetings of the Board during the fiscal year, the Directorship shall be deemed vacant and the Authority shall send notice of the vacancy to the represented Member(s). If a Director shall cease to be an elected official of a Member, his or her seat shall be deemed vacant. If the City Selection Committee or the represented Members of a Multiple Agency Directorship fail to select a Director within ninety (90) days of a vacancy, the Board may appoint an interim Director from the elected officials of the represented Members (or of those Members who do not have an elected official on the Board in the case of the City Selection Committee's directorship) to serve until the appointment of the new Director is completed.

- 5.2. Each member of the Board shall have one vote. A majority of the members of the entire Board shall constitute a quorum for the transaction of business. Except where a supermajority is required by statute, this Agreement or a resolution of the Board, actions of the Board shall require the affirmative vote of a majority of the entire Board (i.e., five (5) affirmative votes).
- 5.3. The Board shall elect annually a Chair from among its membership to preside at meetings and shall appoint a Secretary who may, but need not, be a Director. The Board may, from time to time, elect such other officers as the Board shall deem necessary or convenient to conduct the affairs of the Authority.
- 5.4. Meetings. The Board shall hold at least two regular meetings each year. The Board shall by resolution establish the date, hour and location at which its regular meetings shall be held. All meetings of the Board shall be held in accordance with the Ralph M. Brown Act, Government Code Section 54950 *et seq.* The Secretary shall cause minutes of all open meetings of the Board to be kept and shall cause a copy of the minutes to be forwarded to each Director and the Members within thirty (30) days.
- 5.5. Bylaws. The Board, at its initial meeting, shall adopt by resolution rules of procedure ("**bylaws**"), not inconsistent with the provisions of this Agreement, to govern the conduct of its meetings. Such rules of procedure shall be in accordance with the Ralph M. Brown Act. Recommendations for amendments to the bylaws will be developed by Working Committee and forwarded to Board for consideration.

- 5.6. Political Reform Act Compliance. Directors of the Board, members of the Working Committee and designated officials and employees shall comply with the Political Reform Act of 1974, Government Code Section 81000 *et seq.*
- 5.7. Executive Director. The Executive Director shall report to and take direction from the Board and shall have such authority as is specified by resolution of the Board. Where authorized by the Working Committee, the Executive Director may sign agreements, applications and other documents on behalf of the Authority. The Executive Director shall be designated as a Government Code Section 6505.1 officer who has charge of, handles, and has access to, the Authority's property and shall file with the Authority an official bond in the amount set by the Board. The premiums for such bond may be paid or reimbursed by the Authority.
 - 5.7.1. The SVRIP Executive Director shall serve as the Authority's Executive Director during the term of the existing employment agreement between the City of San Jose and the SVRIP Executive Director or until an Executive Director is selected pursuant to Section 6.7.
- 5.8. General Counsel. The Authority shall have a General Counsel. The General Counsel shall report to and take direction from the Board. The Board may designate one of the Authority's or a Member's employees as General Counsel or contract for such legal services with an independent contractor.
- 5.9. Policies. The Board may, upon the recommendation of the Working Committee, adopt policies regarding personnel, conflicts of interest and other matters that are necessary or convenient for the efficient operation of the Authority.
- 5.10. In addition to such duties as may be necessary or desirable for the implementation of this Agreement, the Board shall have the duty to do the following within the times specified or, if no time is specified, within a reasonable time:
 - 5.10.1. The Board shall hold an initial Board meeting within sixty (60) days of the Effective Date, and adopt an initial budget, work plan, initial policies, and bylaws with or without a Working Committee recommendation;
 - 5.10.2. The Board shall adopt a work plan for each fiscal year;
 - 5.10.3. The Board shall select a General Counsel;
 - 5.10.4. The Board shall direct the Working Committee to evaluate the need for such insurance protection as is necessary to protect the interests of the Authority and its Members, and acquire and maintain if necessary, liability, errors and omissions, property and/or other insurance.

ARTICLE 6 – WORKING COMMITTEE

6. Pursuant to Government Code Section 6508, the Authority delegates certain powers related to program development, policy formulation and program implementation to the Working Committee described herein. Specifically, the Working Committee shall have the composition, powers and duties described in this Article and the implied powers necessary therefor.
 - 6.1. The Working Committee shall ensure that a budget and work plan are timely prepared and by March 31 of each year, shall review and recommend the budget and work plan to the Board for approval. Copies of the recommended budget and work plan shall be promptly sent to the Members and the Directors. The budget shall indicate the anticipated sources of revenues and the anticipated uses of such revenues. The work plan shall outline the activities and priorities of the Authority for the following year.
 - 6.2. The Working Committee may apply for and accept all grants and sub-grants that are consistent with the approved work plan, provided that either (a) the amount of matching funds required, if any, does not exceed that threshold provided in the approved work plan and budget, or (b) a Member or other entity volunteers to provide the matching funds without a guarantee of reimbursement.
 - 6.3. The Working Committee may take action to implement or modify any projects, programs or services, provided the projects, programs or services are consistent with the budget and the parameters and thresholds in the work plan. Any projects, programs and services that are not consistent with the work plan and budget shall be reviewed by the Working Committee and recommended to the Board for approval.
 - 6.4. The Working Committee shall let for bid, if required, and award all contracts consistent with the approved work plan, provided that the amount of funds required, if any, does not exceed that threshold provided in the approved work plan and budget. The Working Committee may approve any contract amendment, provided that the additional costs to the Authority for such amendment do not exceed the threshold provided in the Authority's contracting policy and sufficient funds are available in the approved budget.
 - 6.5. The Working Committee shall approve all agreements with Members and other public agencies and all other contracts that are consistent with applicable law and the approved work plan.
 - 6.6. The Working Committee shall recommend a conflict of interest policy and personnel rules, when necessary, and any amendments of those policies to the Board for approval.
 - 6.7. The Working Committee shall adopt policies regarding purchasing and consultants. In addition, the Working Committee may adopt policies on other issues that are necessary or convenient for the efficient operation of the Authority.

- 6.8. The Working Committee shall recommend an Executive Director, subject to the Board's approval and approval of the contract between the Authority and Executive Director.
- 6.9. The Working Committee shall have eleven (11) Committee Members, unless such number is increased by a resolution adopted by an affirmative vote of 2/3 of the entire Board. Each Committee Member shall serve at the pleasure of the appointing entity identified in Section 6.9.1 and may be removed at any time by that appointing entity without notice. Each Committee Member must be an official, officer, or employee of a Member, but no single Member may have more than three (3) Working Committee Members serving at one time. A Committee Member may also be removed by the Member who he or she serves upon notice to the Authority. If a Committee Member shall fail to attend 70% of the meetings of the Working Committee during the fiscal year, his or her seat shall be deemed vacant and the Authority shall send notice of the vacancy to the appointing entity. If a Committee Member shall cease to be an official, officer, or employee of a Member, his or her seat shall be deemed vacant. If an appointing entity shall fail to appoint a Committee Member within ninety (90) days of a vacancy, the Working Committee may, by majority vote, appoint an interim Committee Member from the officials, officers, or employees of the Members to serve until the appointment of the new Committee Member is completed.
- 6.9.1. Working Committee Members shall be appointed by the following entities (or successor entities approved pursuant to a resolution of the Working Committee) as follows:
- 6.9.1.1. Two City Managers appointed by the Santa Clara County/City Managers Association.
 - 6.9.1.2. One fire chief appointed by the Santa Clara County Fire Chiefs Association.
 - 6.9.1.3. One police chief appointed by the Santa Clara County Police Chiefs Association.
 - 6.9.1.4. The Santa Clara County Executive or his or her designee.
 - 6.9.1.5. Two members appointed by the San Jose City Manager.
 - 6.9.1.6. The Director of Communications for Santa Clara County or his or her designee.
 - 6.9.1.7. One communications manager appointed by the Public Safety Communications Managers Association (of Santa Clara County).
 - 6.9.1.8. Two at-large members appointed by the Working Committee.
- 6.9.2. Meetings of the Working Committee shall be conducted in compliance with the Ralph M. Brown Act. The Working Committee may

adopt by resolution rules of procedure, not inconsistent with the provisions of this Agreement, to govern the conduct of its meetings.

- 6.9.3. A majority of the Committee Members shall constitute a quorum for the transaction of business and actions of the Working Committee shall require the affirmative vote of a majority of the entire Working Committee (i.e., as of the Effective Date, six (6) Committee Members).

ARTICLE 7 – FISCAL MATTERS AND FUNDING

7. The Authority shall comply with the fiscal and recordkeeping requirements of the Joint Exercise of Powers Act and shall take such other actions as necessary or desirable to address the fiscal, funding and budgeting needs of the Authority.
- 7.1. Treasurer and Auditor. The Treasurer and Auditor/Controller of Santa Clara County, respectively, are designated the Treasurer and Auditor of the Authority with the powers, duties, and responsibilities specified in the Joint Exercise of Powers Act, including, without limitation, Sections 6505 and 6505.5 thereof; provided however, the Board may revoke this designation by adopting a resolution appointing one or more of the Authority's or a Member's officers or employees to either or both of the positions of Treasurer or Auditor as provided in Sections 6505.6 of the Joint Exercise of Powers Act.
- 7.2. Accounts and Reports. The Board shall establish and maintain such funds and accounts as may be required by generally accepted public accounting practice. The books and records of the Authority shall be open to inspection at all reasonable times to the Members and their respective representatives. The accounts shall be prepared and maintained by the Treasurer and/or Auditor of the Authority. The Auditor shall, within one hundred twenty (120) days after the close of each fiscal year, cause an independent audit of all financial activities for such fiscal year to be prepared in accordance with Government Code Section 6505. The Authority shall promptly deliver copies of the audit report to each Director and the Members.
- 7.3. Budget. The Board shall adopt an initial budget consistent with Section 5.10 and adopt subsequent budgets no later than April 30th of each year thereafter. Adoption of the budget shall require an affirmative vote of 2/3 of the entire Board.
- 7.4. Fiscal Year. The fiscal year of the Authority shall be the period from July 1st of each year to and including the following June 30th.
- 7.5. Debts, Liabilities and Obligations. The debts, liabilities, and obligations of the Authority shall not constitute debts, liabilities, or obligations of the Members, either jointly or severally.
- 7.6. Initial Contribution for Annual Operating Costs. Within thirty (30) days of the Effective Date, each Member except the City of Los Altos Hills and the City of Monte Sereno shall make an initial operating costs contribution of \$13,157 to

the Authority. The City of Los Altos Hills and the City of Monte Sereno shall each make an initial operating costs contribution of \$8,000. Notwithstanding the above, any Member who has already contributed the identified amount pursuant to the Joint Funding Agreement for the 2009-2010 fiscal year need not make such initial operating costs contribution.

7.7. Initial Contribution for Annual Maintenance Costs. Within thirty (30) days of the Effective Date, each Member shall make an initial systems maintenance contribution of the amount required pursuant to the City Manager's Association approved maintenance assessment formula.

7.7.1. The City Managers' Association approved maintenance assessment formula provides the following population allocation percentages: Campbell - 2.21%, Cupertino - 3.02% , Gilroy - 2.60%, Los Altos - 1.60%, Los Altos Hills - 0.48%, Los Gatos - 1.67%, Milpitas – 3.76%, Monte Sereno - 0.20% , Morgan Hill - 2.02%, Mountain View – 4.16%, Palo Alto – 3.50% , San Jose – 53.47%, Santa Clara – 6.12%, Saratoga - 1.76%, and Sunnyvale – 7.66%; and unincorporated Santa Clara County - 5.78%.

7.7.2. The following contributions are due based on the above percentages: Campbell - \$3,315, Cupertino - \$4,530, Gilroy - \$3,900, Los Altos - \$2,400, Los Altos Hills - \$720, Los Gatos - \$2,505, Milpitas – \$5,640, Monte Sereno - \$300, Morgan Hill - \$3,030, Mountain View – \$6,240, Palo Alto – \$5,250 , San Jose – \$80,205, Santa Clara – \$9,180, Saratoga - \$2,640, and Sunnyvale – \$11,490, and unincorporated Santa Clara County - \$8,670.

7.7.3. Notwithstanding the above, any Member who has already contributed the identified amount pursuant to the Joint Funding Agreement for the 2009-2010 fiscal year need not make such initial maintenance contribution.

7.8. Annual Operating Costs. Each year, the Working Committee shall propose projected Annual Operating Costs, which projected costs shall be adopted by the Board prior to or during approval of the budget.

7.8.1. Population Share. Half of the adopted Annual Operating Costs shall be allocated to the Members based on their respective population (the "Population Share"). Each Member shall pay a portion of the Population Share which shall be determined based on that Member's population. The Population Share, each Member's share of the Population Share shall be determined pursuant to the funding policy adopted by the Board at its initial meeting, as may be amended. The funding policy shall specify the accepted method for calculating each Member's population (e.g., census data).

7.8.2. Membership Share. Half of the adopted Annual Operating Costs shall be allocated to the Members based on the principle that Members share these costs equally, except that the Smaller Members shall pay 60% of a Full Share (the "Membership Share"). Each Member except the Smaller

Members shall pay an equal full share of the adopted Annual Operating Costs (Full Share") the Smaller Members shall pay 60% of a Full Share. The total of all shares shall be 100% of the Membership Share. A Full Share shall be calculated according to the formula implementing the above principle contained in the funding policy adopted by the Board at its initial meeting, as may be amended.

- 7.9. Annual Systems Maintenance Costs. Each year, the Working Committee shall propose projected Annual Systems Maintenance Costs, which projected costs shall be approved by the Board prior to or during approval of the budget.
 - 7.9.1. Each Member shall pay a share of the adopted Annual Systems Maintenance Costs based on the principle that Members shall share systems maintenance costs based on system and service usage and that until sufficient data is available regarding Member usage, Member population data is an acceptable proxy for usage.
 - 7.9.2. Each Member's share of the adopted Annual Systems Maintenance Costs shall be calculated according to the formula implementing the principles in Section 7.9.1 contained in the funding policy adopted by the Board at its initial meeting, as may be amended.
- 7.10. Other Projects, Programs and Services. In the event that a project, program, service, or reserve fund is approved which has costs that are not Annual Operating Costs or the Annual Systems Maintenance Costs, the Working Committee shall either (a) develop a proposed cost allocation formula for the non-overhead costs based on the principle that costs shall be assessed to Members based on usage but, if usage data or projected usage data is not available, until sufficient data is available, Member population and entity type data are acceptable proxies for usage or (b) conduct or obtain a cost allocation study which considers usage, overhead, and other reasonable cost factors. The Board shall approve any such proposed cost allocation.
- 7.11. Limited Scope Agreements. Where a project or program is intentionally designed to be limited in scope such that it only provides benefits to particular Members, the Authority may enter into specific project or program agreements that provide for cost sharing by the particular affected Members; provided however, both the Board and Working Committee must approve such agreements.
- 7.12. Contributions on Behalf of Members. Special Districts or other parties may tender to the Authority those contributions due from a Member on that Member's behalf.

ARTICLE 8 –GENERAL PROVISIONS

8. The following general provisions apply to this Agreement.

8.1. Term and Termination. This Agreement shall be effective as of the Effective Date. It shall remain in effect until the purposes of the Authority are fully accomplished, or until terminated by the vote of a majority of the governing bodies of the Members; provided, however, that this Agreement may not be terminated, until (a) all bonds or other instruments of indebtedness issued by the Authority and the interest thereon, if any, have been paid in full or provision has been made for payment in full and (b) all outstanding obligations and liabilities of the Authority have been paid in full or provision has been made for payment in full, except as set forth in Section 8.2.

8.2. Disposition of Property upon Termination. In the event of termination of the Authority pursuant to Section 8.1 herein and where there will be a successor public entity which will carry on the functions of the Authority and assume its assets and liabilities, the assets of the Authority shall be transferred to the successor public entity. If upon termination pursuant to Section 8.1, there is no successor public entity which will carry on the functions of the Authority and assume its assets, the assets shall be returned to the Members as follows: (a) all real property and any improvements thereon shall be conveyed to the Member which owned the property prior to the formation of the Authority, and (b) all other assets shall be divided among the Members in proportion to their respective contributions during the term of this Agreement. If upon termination pursuant to Section 8.1, there is a successor public entity which will carry on some of the functions of the Authority and assume some of the assets, the Authority's Board shall allocate the assets between the successor public entity and the Members.

8.3. Indemnification. To the fullest extent allowed by law, the Authority 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 Authority or the activities undertaken pursuant to this Agreement.

8.4. Liability of Board, Officers and Employees. The Directors, Working Committee Members, officers, and employees of the Authority 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 liable to the Members for any mistake of judgment or other action made, taken, or omitted by them in good faith, nor for any action made, taken, or omitted by any agent, employee, or independent contractor selected with reasonable care, nor for loss incurred through the investment of the Authority's funds, or failure to invest the same.

8.5. To the extent authorized by California law, no Director, Working Committee Member, officer, or employee of the Authority shall be responsible for any action made, taken, or omitted, by any other Director, Working Committee Member, officer, or employee. No Director, Working Committee Member, officer, or employee of the Authority shall be required to give a bond or other security to

guarantee the faithful performance of his or her duties pursuant to this Agreement, except as required herein pursuant to Government Code Section 6505.1. The funds of the Authority shall be used to defend, indemnify, and hold harmless the Authority and each Director, Working Committee Member, officer, or employee of the Authority for actions taken in good faith and within the scope of his or her authority. Nothing herein shall limit the right of the Authority to purchase insurance to provide coverage for the foregoing indemnity.

8.6. Successors: Assignment. This Agreement shall be binding upon and shall inure to the benefit of the successors of the Members. No Member may assign any rights or obligations hereunder without the unanimous consent of the governing bodies of the other Members; provided, further, that no such assignment may be made if it would materially and adversely affect (a) the rating of bonds issued by the Authority, or (b) bondholders holding such bonds.

8.7. Amendments. This Agreement may be amended only upon approval of all the governing bodies of the Members. So long as any bonds of the Authority are outstanding and unpaid, or funds are not otherwise set aside for the payment or redemption thereof in accordance with the terms of such bonds and the documentation relating thereto, this Agreement shall not be amended, modified or otherwise revised, changed or rescinded, if, in the judgment of the Board, such action would (a) materially and adversely affect (1) the rating of bonds issued by the Authority, or (2) bondholders holding such bonds, or (b) limit or reduce the obligations of the Members to make, in the aggregate, the payments which are for the benefit of the owners of such bonds.

8.8. No Third Party Beneficiaries. This Agreement is intended solely for the benefit of the Authority and its Members. No third party shall be deemed a beneficiary of this Agreement or have any rights hereunder against the Authority or its Members.

8.9. Dispute Resolution. In the event that any party to this Agreement should at any time claim that another party (or parties) has breached or is breaching this Agreement, the complaining party shall file with the governing body of claimed breaching party, and with the Authority, a written claim of said breach, describing the alleged breach and otherwise giving full information respecting the same. The Board shall thereupon, at a reasonable time and place, specified by it, give each of these parties to the dispute an opportunity to be heard on the matter, and shall, upon conclusion of said hearing, give the Members a full report of its findings and recommendations. Said report, findings and recommendations shall be deemed advisory only, shall not in any way bind any of the parties to the dispute, and shall not be deemed to establish any facts, either presumptively or finally. Upon receipt of said report and recommendations, if any party to the dispute should be dissatisfied with or disagree with the same, that party shall provide written notice to the other parties within ten (10) business days, and the parties to the dispute or their representatives shall meet at a reasonable time and place to be determined by them, for the purpose of resolving their differences. No action for breach of this

Agreement, and no action for any legal relief because of any such breach or alleged breach of this Agreement shall be filed or commenced by any party unless and until such party has first given to the other parties a reasonable time, after the parties to the dispute have met to resolve their differences, within which to cure any breach or alleged breach.

8.10. Notices. Any notices to Members required by this Agreement shall be delivered or mailed, U.S. first class, postage prepaid, addressed to the principal office of the respective Members. Notices under this Agreement shall be deemed given and received at the earlier of actual receipt, or the second business day following deposit in the United States mail, as required above. Any Member may amend its address for notice by notifying the other Members pursuant to this Section.

8.11. Severability. Should any part, term, or provision of this Agreement be decided by the courts to be illegal or in conflict with any law of the State of California, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining portions or provisions shall not be affected thereby.

8.12. Liberal Construction. The provisions of this Agreement shall be liberally construed as necessary or reasonably convenient to achieve the purposes of the Authority.

8.13. Headings. The headings used in this Agreement are for convenience only and have no effect on the content, construction, or interpretation of the Agreement.

8.14. Counterparts. This Agreement may be executed in any number of counterparts, and by different parties in separate counterparts, each of which, when executed and delivered, shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument.

8.15. Non-Waiver. No waiver of the breach or 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, agreements, restrictions, or conditions of this Agreement. No delay or omission of exercising any right, power or remedy in the event of breach or default shall be construed as a waiver thereof, or acquiescence therein, or be construed as a waiver of a variation of any of the terms of this Agreement or any applicable agreement.

8.16. Agreement Complete. The foregoing constitutes the full and complete Agreement of the parties. There are no oral understandings or agreements not set forth in writing above. Any such agreements merge into this Agreement.

This document continues on the following page.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

City of Campbell

By: _____

Name: _____

Title: _____

Approved as to form:

By: _____

Name: _____

Title: _____

City of Cupertino

By: _____

Name: _____

Title: _____

Approved as to form:

By: _____

Name: _____

Title: _____

City of Gilroy

By: _____

Name: _____

Title: _____

Approved as to form:

By: _____

Name: _____

Title: _____

City of Los Altos

By: _____

Name: _____

Title: _____

Approved as to form:

By: _____

Name: _____

Title: _____

Town of Los Altos Hills

By: _____

Name: _____

Title: _____

Approved as to form:

By: _____

Name: _____

Title: _____

RD:SSG

Town of Los Gatos

By: _____

Name: _____

Title: _____

Approved as to form:

By: _____

Name: _____

Title: _____

City of Milpitas

By: _____

Name: _____

Title: _____

Approved as to form:

By: _____

Name: _____

Title: _____

City of Monte Sereno

By: _____

Name: _____

Title: _____

Approved as to form:

By: _____

Name: _____

Title: _____

City of Morgan Hill

By: _____

Name: _____

Title: _____

Approved as to form:

By: _____

Name: _____

Title: _____

City of Mountain View

By: _____

Name: _____

Title: _____

Approved as to form:

By: _____

Name: _____

Title: _____

RD:SSG

City of Palo Alto

By: _____

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Title: _____

Approved as to form:

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City of San Jose

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Approved as to form:

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City of Santa Clara

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County of Santa Clara

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Approved as to form:

By: _____

Name: _____

Title: _____

City of Saratoga

By: _____

Name: _____

Title: _____

Approved as to form:

By: _____

Name: _____

Title: _____

RD:SSG

City of Sunnyvale

By: _____

Name: _____

Title: _____

Approved as to form:

By: _____

Name: _____

Title: _____

RD:SSG

JOB DESCRIPTION
Board of Directors
Bay Area Air Quality Management District

- Authority:** The Board of Directors is the governing body of the district and exercises all district powers, as prescribed in State law.
- Meetings:** 1st and 3rd Wednesdays of each month
9:45 a.m. - 12 noon
BAAQMD offices - San Francisco
Members may also be appointed to Board Committees.
- Stipend:** \$100/day plus mileage for Board and Committee meetings; maximum of \$6,000 per year.
- Term:** Two years beginning January 2011.
- Reporting requirements:** The City Selection appointee is requested to report to the Board of Directors of the Cities Association regarding relevant BAAQMD activities.
- For more information:** Jack Broadbent, Executive Director
(415) 749-5052

California Resource Recovery Association

October 14, 2010

Honorable Mayor and City Council
San Jose City Hall
200 E. Santa Clara Street
San José, Ca 95113

RE: Single-Use Carry Out Bags, File No. PP09-193 - Support For Ordinance To Ban Plastic Bags And Place A Fee On Paper Bags

Honorable Mayor and City Council:

CRRA (founded 1974) is California's statewide recycling association. It is the oldest and one of the largest non-profit recycling organizations in the United States. CRRA is a 501(c)3 organization dedicated to achieving environmental sustainability in and beyond California through zero waste strategies including product stewardship, waste prevention, reuse, recycling and composting. CRRA advocates for local, regional and state wide waste reduction efforts which result in critical environmental and climate protection outcomes. CRRA's five hundred members represent all aspects of California's reduce-reuse-recycle-compost economy. Our members work for over 100 cities, counties and municipal districts, as well as hauling companies, material processors, non-profit organizations, state agencies, and allied professionals.

CRRA urges you support this ordinance which will dramatically reduce litter and waste in and beyond San José by banning single-use plastic bags and implementing a charge on single use paper bags. Every day, tons of trash flow into the Bay and ocean from roadways, urban creeks and storm drains. More than 250,000 pounds of trash were removed from Bay beaches and shorelines on Coastal Cleanup Day 2008, representing only a portion of the amount that is not recovered and that remains in the environment. Most of that trash is harmful plastic. Since plastic does not biodegrade, it is accumulating in alarming quantities in our bays and oceans, and in the marine food web.

The ubiquitous single use plastic bag is also a significant problem for municipal recycling programs. Well-intentioned residents place plastic bags into their recycling carts, where they enter a system in which they foul machinery, increase downtime, and represent a disproportionately high cost to process into a product that is so contaminated that it is at best marginally marketable, and typically a contaminant that must be landfilled.

Eliminating single use plastic bags, together with charging for single use paper bags, would have environmental benefits well beyond San José's boundaries. Eliminating a source of plastic bags as significant as the City of San José would reduce the litter and marine pollution these bags create in the entire coastal region, by eliminating the export of these bags by San José residents who visit other communities, and the export of these bags by residents of other communities who work and shop in San José.

As the state's third largest city, San José is positioned to have a profound impact on the litter, pollution and costs associated with single use plastic bags. CRRA urges you to support this ordinance.

Sincerely,

J. Muir
Julie Muir
President

Stephen Bantillo
Stephen Bantillo
Executive Director

Cc: Jo Zientek, Deputy Director, Environmental Services Department



President's Circle Sponsors



Sunset Waste Systems

California Product
Stewardship Council

CalRecycle

City of San Jose

GreenWaste/Zanker

Mojave Desert & Mountain
Recycling

Recology

StopWaste.Org

Waste Management, Inc

The views expressed in this letter do not necessarily represent those of the Sponsors listed above.



915 L Street, Suite C-216
Sacramento, CA 95811
916-441-2772
Info@crra.com
www.crra.com

T-Mobile

PUBLIC RECORD P

T-MOBILE WEST CORPORATION a
Delaware Corporation
1855 Gateway Boulevard, 9th Floor
Concord, CA 94520

RECEIVED
San Jose City Clerk

October 11, 2010

2010 OCT 19 P 3:50

Anna Hom
Consumer Protection and Safety Division
California Public Utilities Commission
505 Van Ness Avenue
San Francisco, CA 94102

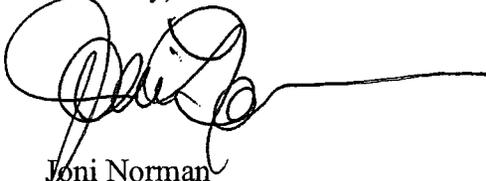
**RE: T-Mobile West Corporation as successor in interest to Omnipoint Communications, Inc. d/b/a T-Mobile (U-3056-C).
Notification Letter for T-Mobile Site No. SF14168G:**

This letter provides the Commission with notice pursuant to the provisions of General Order No. 159A of the Public Utilities Commission of the State of California (CPUC) that with regard to the project described in Attachment A:

- (a) T-Mobile has obtained all requisite land use approval for the project described in Attachment A.
- (b) No land use approval is required because

A copy of this notification letter is being sent to the local government agency identified below for its information. Should the Commission or the local government agency have any questions regarding this project, or if anyone disagrees with the information contained herein, please contact Joni Norman, Senior Development Manager for T-Mobile, at (925) 521-5987, or contact Ms. Anna Hom of the CPUC Consumer Protection and Safety Division at 415-703-2699.

Sincerely,



Joni Norman
Sr. Development Manager
T-MOBILE WEST CORPORATION a Delaware corporation

Enclosed: Attachment A

CC:

Debra Figone, City Manager, City of San Jose, 200 East Santa Clara Street, San Jose, CA 95113
Joseph Horwedel, Planning Director, City of San Jose, 200 East Santa Clara Street, San Jose, CA 95113
Lee Price, City Clerk, City of San Jose, 200 East Santa Clara Street, San Jose, CA 95113

October 10, 2010

Page 2 of 2

ATTACHMENT A

1. Project Location

Site Identification Number: SF14168G

Site Name: Pole Cap Heatherdale Avenue

Site Address: Near 1999 Heatherdale Avenue, San Jose 95128

County: Santa Clara

Assessor's Parcel Number: City of San Jose Right of Way (R.O.W.)

Latitude: 37° 20' 14.82" N

Longitude: 121° 56' 15.06" W (NAD 83 Coordinates)

2. Project Description

Number of Antennas to be installed: Three (3)

Tower Design: Collocation on existing wooden utility pole

Tower Appearance: Collocation on existing wooden utility pole with radome.

Tower Height: 47' – 10"

Size of Building: Not applicable

3. Business Addresses of all Governmental Agencies

City of San Jose Debra Figone, City Manager 200 E. Santa Clara St. San Jose, CA 95113	City of San Jose Joseph Horwedel, Planning Director 200 E. Santa Clara St. San Jose, CA 95113	City of San Jose Lee Price, City Clerk 200 E. Santa Clara St. San Jose, CA 95113
--	--	---

4. Land Use Approvals

Date Zoning Approval Issued: 10/06/10

Land Use Permit #: F10037

T-Mobile

PUBLIC RECORD 9

T-MOBILE WEST CORPORATION a
Delaware Corporation
1855 Gateway Boulevard, 9th Floor
Concord, CA 94520

RECEIVED
San Jose City Clerk

October 11, 2010

2010 OCT 19 P 3: 51

Anna Hom
Consumer Protection and Safety Division
California Public Utilities Commission
505 Van Ness Avenue
San Francisco, CA 94102

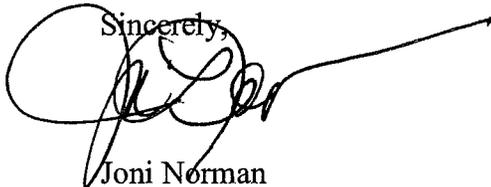
**RE: T-Mobile West Corporation as successor in interest to Omnipoint Communications, Inc. d/b/a T-Mobile (U-3056-C).
Notification Letter for T-Mobile Site No. SF24495D**

This letter provides the Commission with notice pursuant to the provisions of General Order No. 159A of the Public Utilities Commission of the State of California (CPUC) that with regard to the project described in Attachment A:

- (a) T-Mobile has obtained all requisite land use approval for the project described in Attachment A.
- (b) No land use approval is required because

A copy of this notification letter is being sent to the local government agency identified below for its information. Should the Commission or the local government agency have any questions regarding this project, or if anyone disagrees with the information contained herein, please contact Joni Norman, Senior Development Manager for T-Mobile, at (925) 521-5987, or contact Ms. Anna Hom of the CPUC Consumer Protection and Safety Division at 415-703-2699.

Sincerely,



Joni Norman
Sr. Development Manager
T-MOBILE WEST CORPORATION a Delaware corporation

Enclosed: Attachment A

CC:

Debra Figone, City Manager, City of San Jose, 200 East Santa Clara St., San Jose CA 95113
Joseph Horwedel, Planning Dir, City of San Jose, 200 East Santa Clara St., San Jose CA 95113
Lee Price, City Clerk, City of San Jose, 200 East Santa Clara St., San Jose CA 95113

ATTACHMENT A

1. Project Location

Site Identification Number: SF24495D
 Site Name: Pole Cap Joanne Toyon
 Site Address: Side Yard of 14800 Joanne Avenue
 County: Santa Clara
 Assessor's Parcel Number: Public ROW, in front of 599-21-038
 Latitude: 37° 23' 21.13" N
 Longitude: 121° 49' 55.20" W

2. Project Description

Number of Antennas to be installed: Three (3) Panel, One (1) GPS
 Tower Design: Existing Utility Pole
 Tower Appearance: Antennas on pole extension, behind radome
 Tower Height: 53.7
 Size of Building: N/A

3. Business Addresses of all Governmental Agencies

City of San Jose Debra Figone, City Manager 200 East Santa Clara St. San Jose, CA 95113	City of San Jose Joseph Horwedel, Planning Director 200 East Santa Clara St. San Jose, CA 95113	City of San Jose Lee Price, City Clerk 200 East Santa Clara San Jose, CA 95113
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4. Land Use Approvals

Date Zoning Approval Issued: October 5, 2010

Land Use Permit #: Special Major Utility Excavation Permit No. F10043

T-Mobile

RECEIVED
San Jose City Clerk

PUBLIC RECORD h
T-MOBILE WEST CORPORATION a
Delaware Corporation
1855 Gateway Boulevard, 9th Floor
Concord, CA 94520

October 11, 2010

2010 OCT 19 P 3:51

Anna Hom
Consumer Protection and Safety Division
California Public Utilities Commission
505 Van Ness Avenue
San Francisco, CA 94102

**RE: T-Mobile West Corporation as successor in interest to Omnipoint Communications, Inc. d/b/a T-Mobile (U-3056-C).
Notification Letter for T-Mobile Site No. SF15901F**

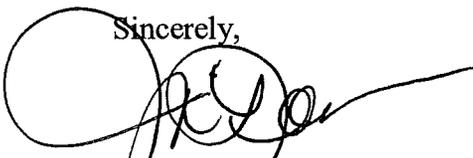
This letter provides the Commission with notice pursuant to the provisions of General Order No. 159A of the Public Utilities Commission of the State of California (CPUC) that with regard to the project described in Attachment A:

(a) T-Mobile has obtained all requisite land use approval for the project described in Attachment A.

(b) No land use approval is required because

A copy of this notification letter is being sent to the local government agency identified below for its information. Should the Commission or the local government agency have any questions regarding this project, or if anyone disagrees with the information contained herein, please contact Joni Norman, Senior Development Manager for T-Mobile, at (925) 521-5987, or contact Ms. Anna Hom of the CPUC Consumer Protection and Safety Division at 415-703-2699.

Sincerely,



Joni Norman
Sr. Development Manager
T-MOBILE WEST CORPORATION a Delaware corporation

Enclosed: Attachment A

CC:

Debra Figone, City Manager, City of San Jose, 200 East Santa Clara St., San Jose CA 95113
Joseph Horwedel, Planning Dir, City of San Jose, 200 East Santa Clara St., San Jose CA 95113
Lee Price, City Clerk, City of San Jose, 200 East Santa Clara St., San Jose CA 95113

ATTACHMENT A

1. Project Location

Site Identification Number: SF15901F
Site Name: Pole Cap Vista Loop
Site Address: Across from 6053 Calle Rico
County: Santa Clara
Assessor's Parcel Number: Public ROW, across from of 568-26-013
Latitude: 37° 13' 39.54" N
Longitude: 121° 54' 14.50" W

2. Project Description

Number of Antennas to be installed: Three (3) Panel, One (1) GPS
Tower Design: Replacement Wooden Utility Pole
Tower Appearance: Antennas on pole, behind radome
Tower Height: 58'
Size of Building: N/A

3. Business Addresses of all Governmental Agencies

City of San Jose Debra Figone, City Manager 200 East Santa Clara St. San Jose, CA 95113	City of San Jose Joseph Horwedel, Planning Director 200 East Santa Clara St. San Jose, CA 95113	City of San Jose Lee Price, City Clerk 200 East Santa Clara San Jose, CA 95113
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4. Land Use Approvals

Date Zoning Approval Issued: October 5, 2010

Land Use Permit #: Special Major Utility Excavation Permit No. F10032

T-Mobile

PUBLIC RECORD 1

T-MOBILE WEST CORPORATION a
Delaware Corporation
1855 Gateway Boulevard, 9th Floor
Concord, CA 94520

RECEIVED
San Jose City Clerk

October 11, 2010

2010 OCT 19 P 3: 51

Anna Hom
Consumer Protection and Safety Division
California Public Utilities Commission
505 Van Ness Avenue
San Francisco, CA 94102

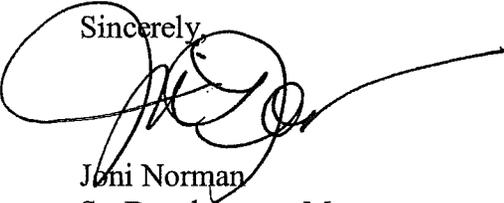
**RE: T-Mobile West Corporation as successor in interest to Omnipoint Communications, Inc. d/b/a T-Mobile (U-3056-C).
Notification Letter for T-Mobile Site No. SF15001H**

This letter provides the Commission with notice pursuant to the provisions of General Order No. 159A of the Public Utilities Commission of the State of California (CPUC) that with regard to the project described in Attachment A:

- (a) T-Mobile has obtained all requisite land use approval for the project described in Attachment A.
- (b) No land use approval is required because

A copy of this notification letter is being sent to the local government agency identified below for its information. Should the Commission or the local government agency have any questions regarding this project, or if anyone disagrees with the information contained herein, please contact Joni Norman, Senior Development Manager for T-Mobile, at (925) 521-5987, or contact Ms. Anna Hom of the CPUC Consumer Protection and Safety Division at 415-703-2699.

Sincerely,


Joni Norman
Sr. Development Manager
T-MOBILE WEST CORPORATION a Delaware corporation

Enclosed: Attachment A

CC:

Debra Figone, City Manager, City of San Jose, 200 East Santa Clara St., San Jose CA 95113
Joseph Horwedel, Planning Dir, City of San Jose, 200 East Santa Clara St., San Jose CA 95113
Lee Price, City Clerk, City of San Jose, 200 East Santa Clara St., San Jose CA 95113

ATTACHMENT A

1. Project Location

Site Identification Number: SF15001H
Site Name: Pole Cap Trimble
Site Address: In front of 2585 Trimble Road
County: Santa Clara
Assessor's Parcel Number: Public ROW, in front of 092-05-018
Latitude: 37° 24' 28.64" N
Longitude: 121° 53' 11.03" W

2. Project Description

Number of Antennas to be installed: Three (3) Panel, One (1) GPS
Tower Design: Existing Utility Pole
Tower Appearance: Antennas on pole extension, behind radome
Tower Height: 47.6
Size of Building: N/A

3. Business Addresses of all Governmental Agencies

City of San Jose Debra Figone, City Manager 200 East Santa Clara St. San Jose, CA 95113	City of San Jose Joseph Horwedel, Planning Director 200 East Santa Clara St. San Jose, CA 95113	City of San Jose Lee Price, City Clerk 200 East Santa Clara San Jose, CA 95113
--	--	---

4. Land Use Approvals

Date Zoning Approval Issued: October 5, 2010

Land Use Permit #: Special Major Utility Excavation Permit No. F10039

**Notice of Preparation (NOP) of a
Draft Programmatic Environmental Impact Report for the
European Grapevine Moth Eradication Program**

Date: October 19, 2010

To: State Clearinghouse; Responsible, Trustee, and Interested Agencies; and other Interested Organizations and Individuals

The California Department of Food and Agriculture (CDFA) as Lead Agency under the California Environmental Quality Act (CEQA) will prepare a Programmatic Environmental Impact Report (PEIR) on the proposed eradication of the European grapevine moth (EGVM, *Lobesia botrana*) throughout all counties in California. We need to know the views of your agency as to the scope and content of the environmental information that is germane to your agency's statutory responsibilities in connection with the proposed Project. As a responsible agency, you may be asked to consult on CDFA permits or other approvals, pursuant to this PEIR. Interested parties and individuals are invited also to comment on alternatives to, concerns with, and environmental issues or potential effects of the Project.

Public Scoping Meetings

Four public scoping meetings will be held in November 2010 to receive agency and public comment on the scope of analysis and PEIR content for the proposed Program in several locations around the State. Dates/time and locations¹ are as follows:

Napa - November 4

6pm to 8pm

Agricultural Commissioner's Office
1710 Soscol Avenue # 3
Napa, CA 94559-1311

Sonoma - November 5

6pm to 8pm

Agricultural Commissioner's Office
133 Aviation Blvd, Suite 110
Santa Rosa, CA 95403

Temecula - November 8

6pm to 8pm

Chamber of Commerce
26790 Ynez Ct # A
Temecula, CA 92591

Fresno - November 9

5pm to 7pm

County Farm Bureau
1274 W. Hedges Avenue
Fresno, CA 93728

Due to the time limits mandated by State law, **your written response must be sent at the earliest possible date, but not later than 30 days after receipt of this notice.** Please send your response to: Jim Rains, Staff Environmental Scientist, California Department of Food and Agriculture, 1220 N Street, Room 220, Sacramento, CA 95814, fax (916) 654-1018, email jrains@cdfa.ca.gov. Project files will be maintained at this location.



Jim Rains

California Department of Food and Agriculture
Plant Health & Pest Prevention Services

Date: October 19, 2010

¹ If special accommodation is required, please contact Jim Rains at (916) 654-0317 or jrains@cdfa.ca.gov by October 27, 2010, to enable the Department to secure the needed services.

THE EUROPEAN GRAPEVINE MOTH PROJECT DESCRIPTION

Summary

The California Department of Food and Agriculture (CDFA/Project Sponsor) is preparing a Programmatic EIR (PEIR) to evaluate the effects of implementing eradication and/or control strategies and methods (Project) for infestation of the European grapevine moth (*Lobesia botrana*) in portions of the State where they have been identified by the trapping program to date and for the potential spread of the pest to other locations throughout the State. A range of project alternatives is being evaluated by the CDFA, and these will be described and evaluated in a technical report for the PEIR. These treatment alternatives include other types of synthetic pheromones and approved insecticides effective in treating EGVM. Based on current information, the Proposed Program alternatives selected for evaluation in the PEIR are the nonchemical method of removal of flowers and fruit and the three chemical treatments using the EGVM pheromone, Btk, and spinosad.

Project Location

The project location or Program Area consists of all locations that may be treated by any of the EGVM eradication methods that are proposed by the CDFA, which may include all counties within California. However, within this overall Program Area, there is the immediate study area, which consists of the ten counties of the state where EGVM have been detected as of October 2010: Mendocino, Napa, Solano, Sonoma, Santa Clara, Santa Cruz, Monterey, Merced, San Joaquin, and Fresno. The existing infested areas may expand to include other likely areas of the State that could become infested with EGVM, including adjacent counties. This ten county infestation area (see Figure 1), along with the remaining 48 counties within the State, comprise the overall Program Area for the PEIR. Within the ten-county area, eradication activities would be focused in the locations with the greatest infestation problems and those posing a threat to commercial agriculture.

Background

The European grapevine moth is a significant pest of fruits and especially grapes, feeding on both their flowers and fruit. It originates in Southern Europe, but can be found in North Africa, Anatolia, the Caucasus, and most recently in Chile since 2008. The moth was first detected in the Napa Valley in October 2009, the first record in the United States. Confirmation of that detection led to additional trapping and surveys, resulting in the identification of EGVM at other sites in Napa County. The EGVM has adapted primarily to grapes, and as such, it is a threat to wine, table, raisin, and wild grapes throughout the State. Without control measures, grape crop losses could be significant. For example, up to 100 percent loss of the 2009 crop in a vineyard has already occurred in Oakville, California.

On March 9, 2010, the California Department of Food and Agriculture announced it had established a quarantine of 162 square miles (420 km²) including portions of Napa, Sonoma, and Solano Counties. As of October 2010, areas under quarantine had expanded to 2,089 square miles (5,416 km²). Information on the areas under quarantine can be accessed at: www.cdfa.ca.gov/go/egvmq.

The EGVM is thought to produce three generations per year in North Bay areas like Napa County, with possibly as many as four in Central Valley areas like Fresno County. The moth suspends its development as a pupa for 3 to 4 months during the winter, a process known as "diapause." The larvae feed on both the flowers and grapes. Their entry into the grape then allows an endemic fungus to enter the fruit with the potential for substantial to complete crop loss. Other host crops are a result of secondary or transient opportunities. These include olive flowers, pomegranates, kiwi, blackberries, raspberries, carnations, stone fruits, and rosemary. The EGVM will feed on feral and wild grapes growing along riparian corridors. Some of the affected riparian areas that could be proposed for treatment are potential salmon migration and spawning streams.

There is a Federal Order establishing quarantine areas in California (June 22, 2010). The State's "interior quarantine" procedures to control the spread of the pest are parallel to the Federal Order. Regulated plants and plant products are listed in the Federal Order located at www.aphis.usda.gov/plant_health/ea/egvm.shtml.

Mexico has implemented restrictions on imports of grapes and the secondary host crops due to the EGVM finds in Fresno County. While visual inspection of other fruits is sufficient, grapes have to be fumigated with methyl bromide to allow for export to Mexico. Similarly, Canada has implemented restrictions on imports of EGVM host products from infested counties.

Proposed Project

The CDFA proposes an EGVM Eradication Program for areas outside of commercial agricultural areas, including natural riparian areas, other non-crop open space, and residential and local "neighborhood" areas with grapevines or other affected plants. For the purposes of CEQA, this is the "project." Infestations or "finds" of EGVM that are found in the commercial agricultural areas will be addressed by the growers pursuant to the authority of the county agricultural commissioners and DPR. The CDFA's proposed Eradication Program is directed to isolated and noncommercial infestations of EGVM that pose a threat to commercial agriculture.

While EGVM can produce up to four generations per year in warmer regions of the state, it is thought that only three generations occur per year in Napa County, the first county where the moth was found. It is assumed that at least two years of treatment, and more likely three to five years, and possibly up to seven years of treatment may be necessary to accomplish full eradication of this pest. The CDFA will coordinate its treatment applications with the county agricultural commissioners' activities relative to the current (and future) quarantines and commercial agriculture. The objective of the eradication strategy is to remove the isolated finds from the affected counties and thus to remove those counties from the quarantine regulations.

CDFA's proposed pest control efforts will consist of applications of the biologically based, organically-approved insecticides Btk (*Bacillus thuringiensis kurstaki*), or spinosad to noncommercial infested vineyards and in natural areas with wild grapes, followed by mating disruption applications of an EGVM-targeted pheromone through the use of twist ties on vines. Should the EGVM Program move from eradication to control of EGVM in heavily infested areas, then it shall be assumed for the PEIR, and for the health risk assessments being prepared as technical studies for it, that the period of time for a control program would be the same as for the Eradication Program, i.e., seven years.

A suite of measures has been approved for use against EGVM by the US Environmental Protection Agency and California Department of Pesticide Regulation. The only methods for eradication that CDFA would choose to implement as part of the Proposed Program are as follows:

- **Mechanical (nonchemical) removal of flowers and fruit** (hand pick) from grapevines in residential yards with inspection to ensure compliance.
- **Chemical treatment with a pheromone product on twist ties, or ground spraying of foliage with Btk or spinosad** (that is, 3 chemical Program alternatives) for residential areas, noncommercial vineyards and community gardens that are not successful with removal of the flowers and fruit.

The EVGM pheromone formulation for twist ties is registered for use in the U.S. and Europe; its inert ingredients will be identified. The twist ties would be used at a density of 200 ties per acre and along riparian stream corridors containing wild grapes. Twist ties could also be used in trees and on vines in residential areas and on school property adjacent to grapevines or other infested crops. Twist ties are already being used in commercial vineyards by growers.

The State Office of Environmental Health Hazard Assessment (OEHHA) has prepared a human health risk assessment, and the California Department of Fish and Game (CDFG) is conducting basic aquatic toxicity tests of the specific formulation proposed for use. No aerial or SPLAT-type application of the pheromone is proposed. The twist ties last long enough that they are envisioned to be deployed only once each year.

In addition to the pheromone treatments with twist ties, the insecticides Btk (Dipel DF) and spinosad (Entrust), approved for use on organic crops, would occur under the Proposed Program. For spinosad treatments, two applications are expected per 1.5 month life cycle (i.e., generation) in a treatment area. Treatments would occur every other week during the period of larval (caterpillar) growth (efficacy requires ingestion). For Btk treatments, up to three applications in a treated area are expected per 1.5 month life cycle, with treatments occurring the first three weeks of each life cycle (generation) treated. Treatments of Btk would be applied when the adults are flying and laying eggs.

For both of these insecticide treatments, it is expected that three to four generations would be treated to ensure eradication where isolated populations exist, with the number of treatments predicated on the number of generations anticipated in these locales. Multiple year treatments may be required in heavily infested areas, which would be separated by a several month period in the winter, corresponding to the moth's pupae stage. Assuming a standard of three generations of moth reproduction per year, a total of nine (9) Btk applications or a total of six (6) treatments would be required with spinosad in a single year to achieve eradication in an area. (Both types of treatments would not occur at the same time in the same location.) If four generations are to be treated in a single location, then twelve (12) applications of Btk or eight (8) applications of spinosad would be required.

Homeowners would be given the options of either mechanical removal of fruit and/or flowers or application of Btk or spinosad. If eradication is determined in the future to not be possible and a control program would then be implemented, this same system of treatments by CDFA would be assumed to occur within the maximum seven-year time frame for the Proposed Program.

Scope of the PEIR Analysis

The No Project alternative (No Program) would continue and extend the quarantine to the entire state, if needed, resulting in the use of methyl bromide fumigant for all table grapes and other chemical treatments for wine grapes. It would also lead to the expansion of detection and inspection activities under the county agricultural commissioners, based on trapping results but without the application of the pheromone or any other insecticides on an areawide basis by CDFA, except for limited treatments under "emergency action" allowances. Restrictions on domestic and foreign trade would increase. Approved insecticides would be used to control EGVM, but without a regional coordinated treatment program, EGVM would flourish in existing areas and spread to surrounding areas, with associated environmental effects.

The list of 18 approved insecticides for use against EGVM includes eight classes of pesticides. Human health and ecological health analyses will address the potential toxicity of all of the approved pesticides and focus on the potential risk to humans and the environment for those chemical formulations determined by CDFA in consultation with the county agricultural commissioners to be those most widely used by commercial growers. The toxicity of the inert ingredients disclosed to CDFA will also be assessed. Methyl bromide is approved for chamber-based, post-harvest fumigation of table grapes, and its use will be evaluated as part of No Program for the human health risk assessment.

The PEIR will evaluate potential environmental impacts (direct, indirect, and cumulative) and focus on the following environmental resources and concerns: human health, ecological health, agricultural economics and land use, non-agricultural land uses, public services/hazard response, water quality (surface and ground waters), air quality, climate change (greenhouse

gas production), noise, and biological resources. The human and ecological risk assessments on the three proposed chemical treatment methods are expected to be technical appendices to the PEIR with important results summarized in the appropriate sections of the PEIR.

Issues raised during public scoping on the alternatives and the potential for impacts to humans and the environment will be incorporated into a public scoping report and made available to the public and preparers of the Draft PEIR. These concerns will be addressed as needed in studies and reports prepared independently of the PEIR process. The CDFA has commissioned the preparation of health risk assessments or toxicological studies on the one new EGVM pheromone formulation (to be applied via twist-ties), which will be incorporated into the human health and ecological risk assessments and environmental impact analyses prepared for the PEIR.

For More Information

Additional information about the project can be found at: www.cdfa.ca.gov/go/egvm.

David S. Wall
P.O. Box 7621
San José, California 95150

RECEIVED
San Jose City Clerk

September 21, 2010

2010 OCT 21 P 4: 24

The Office of the Commissioner of Baseball
Allan H. (Bud) Selig, Commissioner
245 Park Avenue, 31st Floor
New York, NY 10167
Phone: (212) 931-7800

Re: Oakland Athletics' leave them in Oakland don't destroy the "Minor Leagues".

San José Giants are "Back to Back Champions". Yet, San José City Council could care less.

Now some former San José Giants are playing for the San Francisco Giants.

How will the S.F. Giants be compensated if they will be going to the World Series?

San José has NO MONEY. Just a lot of smoke and political bull dung.

FEAR THE BEARD!

You have to love this time of year. Teams that people had no faith in earlier this year are about ready to go to the World Series. This now brings us to the topic of the San Francisco Giants with reference to the issue of the Oakland Athletics' (the A's) desire to move to San José.

Who (outside of diehard fans) would have thought the San Francisco Giants would be contenders? And the ante for compensation for the looming territorial dispute has just sky rocketed past the moon.

What chafes my hide in all this hullabaloo is that the San José City Council have been shamefully disrespectful to the San José Giants, who are celebrating (as you know), "back to back" championships. And the "royals" at City Hall have not been thankful. They could care less. They just want the "A's" money.

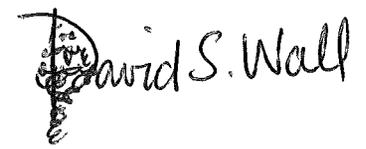
The San José Giants pump a lot of money into the local economy. But it is the wholesome friendly atmosphere, the best barbeque in town, reasonable pricing so families can come out to root for the "home team" and above all, the San José Giants instill, "the love of the game".

But, you are the boss. Who looks out for the Minor Leagues? You do. So, if you let the (A's) come to San José, what happens to the San José Giants?

Worse yet, what happens to the Minor Leagues as a viable, functioning system to sustain baseball itself? Who is going to be the next team owner to move into some other team's territory and threaten that particular Minor League?

San José already has championship baseball. Leave the A's in Oakland.

Respectfully submitted,



Cc: Mayor Reed and Members City Council
City Attorney / City Auditor / City Manager

David S. Wall
P.O. Box 7621
San José, California 95150

RECEIVED
San Jose City Clerk

October 20, 2010

2010 OCT 21 P 4: 26

Mayor Reed and Members San José City Council
200 East Santa Clara Street
San José, California 95113-1905

Re: THE GHETTO LIFE: UPDATE ON THE SCEP

On Tuesday morning (10.19.10), I ventured over to North Tenth Street @ Horning Street to “take the pulse” of the SCEP (Shopping Cart Entitlement Program). I arrived on station at approximately 0857 hours and found twenty five (25) stolen and abandoned shopping carts. *A 39 % increase as to the number of stolen and abandoned shopping carts from last week is hereby recorded.*

The “perennial garbage pile” (PGP) has been reduced. There is just a “small scattering of garbage” around what has become a latrine. A roll of toilet paper is positioned in geraniums next to the railroad crossing control box. Remnants of another roll of toilet paper are on the ground. The remains of “spent toilet paper with fecal material” now accentuates various ambiances of societal decay at this locale.

The “perennial growing debris field” (PGDF) along the northbound railroad tracks continues to be an indicator that “no-one” at city hall wants to grapple with, “vagrants, the vagrant life style and the criminal activity associated with vagrants”. A “vagrant management plan (VMP)” is needed.

The travel trailer, “*The Golden Falcon*” CA # JT 9621 is still located at the NE corner of Horning Street @ N. 10th Street, again. This trailer “travels” District 3 and is an indicator that “nomadic living” in San José is tolerated. How much taxpayer money is dedicated to force the owner of this trailer to move from one locale in District 3 to another? A “fifth wheel” trailer also is still on NW N. 11th Street @ Madera Street. The phenomenon of “modern day gypsies” is a discussion for another day.

Ownership of the stolen and abandoned shopping carts is as follows;

Mi Pueblo (4), “Unmarked” (3), Costco (3), Safeway (2), World Market (2), FoodMaxx (2), Home Depot (2), Trader Joe’s (1), Long’s (1), Target (1), Cactus Low Carb Superstores (1), Fry’s Electronics (1), 99 Ranch Markets (1) and Silver Creek Grocery (1).

*“Unmarked stolen and abandoned shopping carts have been “purposefully altered” to shield true identity.

*****special note***** the overall cleanliness of shopping carts picked up off the streets and returned to stores should be addressed by some governmental agency. Unsuspecting customers may use excrement coated shopping carts without their knowledge. Shopping carts picked up off the street are “filthy” and are potential reservoirs of microbial agents waiting to spread contagion(s).

“**Sam’s Slums**” does not stop with the housing project on the SW corner of N. 10th Street @ E. Hedding Street. It is a euphemism to describe a process in which a city council clears the road for developers, rich land owners and others to make a quick buck by providing taxpayer subsidies that permit housing for people who cannot afford to live here otherwise. The destruction of neighborhoods and the once historically beautiful city of San José is then left in the wake of this incompetent philosophy.

Respectfully submitted,

David S. Wall
10.21.10

Cc: City Attorney / City Auditor / City Manager

David S. Wall
P.O. Box 7621
San José, California 95150

PUBLIC RECORD m

RECEIVED
San Jose City Clerk

October 21, 2010

2010 OCT 21 P 4: 26

Mayor Reed and Members San José City Council
200 East Santa Clara Street
San José, California 95113-1905

Re: Were SJPD "Command Staff promotions" predicated on support of CPLE?

Did "retiring Chief" ensure CPLE longevity via "Command Staff promotions"?

What did "Command Staff" know about the Chief's activities with CPLE?

Did "Command Staff" report Chief's activities on CPLE "Advisory Board" to authorities?

Should ALL members of "Command Staff" be excluded from consideration for Chief, SJPD?

What is the Office of the City Manager's involvement with CPLE?

Let us not forget the Office of the City Manager's oversight into this scam on the Police!

Maybe it has been the Office of the City Manager's fault for CPLE?

Personally, I do not believe that any of YOU have paid any attention to the activities behind the scenes within the San José Police Department with reference to the Chief's shenanigans with CPLE.

I also sincerely believe that YOU are allowing the systematic destruction of the finest Police Department in the nation via a rogue cop's allegiance with the Consortium for Police Leadership in Equity while hiding behind the thin veil of the City Charter as it pertains to the Office of the City Manager.

There are too many unanswered questions concerning CPLE, SJPD and the Office of the City Manager. Dare I say Council continues to be devious and deceptive to the voting public? I do so dare.

AND NOT TO FORGET...why is the continuous censorship of the CPLE report:

"Safe Because We Are Fair"

from several of my letters from the City of San José's website posting of the "PUBLIC RECORD"?

The public has a "right to know" about the aforementioned report, to be able to make informed decisions on how their taxpayer dollars are being spent via the San José Police Department's budget. Why is this report, a "public record", continuously censored from publication on the city's website?

Our Honorable and Dutiful Office of the City Attorney has been "mum" on this issue and has yet to produce a writing as directed by the "Rules" Committee a couple of weeks ago and counting. Why?

Could the CPLE report (included with this letter) actually be another "social engineered" aspect of life in San José that confers preferential treatment under the law to foreign nationals who are illegally in the United States? Say it ain't so (without lying through your teeth).

(attachment on file in the Office of the city Clerk)

Cc: City Attorney / City Auditor / City Manager / SJPOA

Respectfully submitted,

David S. Wall
10.21.10

David S. Wall
P.O. Box 7621
San José, California 95150

PUBLIC RECORD n

RECEIVED
San Jose City Clerk

2010 OCT 21 P 4: 27

October 21, 2010

Mayor Reed and Members San José City Council
200 East Santa Clara Street
San José, California 95113-1905

Re: Dump the Consortium for Police Leadership in Equity (CPLE).

Give the Sixty (60) day NOTICE of TERMINATION per MOU.

Direct Auditor to report on total taxpayer expenditures for CPLE "Research".

During the Rules and Open Government Committee meeting on Wednesday (10.13.10), the relationship between CPLE and the City of San José, the Memorandum of Understanding (MOU) between the aforementioned parties was briefly discussed.

A copy of the aforementioned "MOU" is hereby tendered.

Per the terms referenced and incorporated within the aforementioned MOU, specifically;

"1. TERM AND TERMINATION", as a taxpayer, voting resident of San José, I hereby give direction to the San José City Council to give the "required sixty (60) day written notice" to CPLE to terminate the "Research Agreement".

Further, I give direction to the San José City Council, to direct the Office of the City Auditor to immediately review the relevant portion of the MOU with reference to the allocation of SJPD staff time and resources.

The specific sections of the MOU should include;

"6. COOPERATION IN PROVISION OF ACCESS TO CONFIDENTIAL DATA (PAGES 4-5)"

AND

"7. DEDICATED LIAISON (PAGE 5)".

Respectfully submitted,

David S. Wall
10.21.10

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Cc: City Attorney / City Auditor / City Manager / SJPOA