

Memorandum

TO: Honorable Mayor &
City Council Members

FROM: Lee Price, MMC
City Clerk

SUBJECT: The Public Record
October 22 - 27, 2010

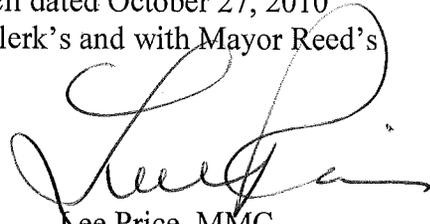
DATE: October 28, 2010

ITEMS TRANSMITTED TO THE ADMINISTRATION

ITEMS FILED FOR THE PUBLIC RECORD

- (a) Email from BD.SEC.Polling dated October 22, 2010 to Mayor Reed and Council transmitting the SB 375 Sustainable Communities Strategies (SCS) Summit on November 8, 2010.
- (b) Email from Santa Clara County Cities Association (SCCCA) Executive Director Raania Mohsen dated October 22, 2010 to Mayor Reed and Council submitting the SCCCA Bylaws and the Bylaws Amendments.
- (c) Email from Santa Clara County Cities Association (SCCCA) Executive Director Raania Mohsen dated October 28, 2010 to Mayor Reed and Council submitting the CSC & Board of Directors meeting on November 4, 2010.
- (d) Email from U.S. EPA Region 9 dated October 26, 2010 to Mayor Reed and Council announcing the SF Bay Water Quality Improvement Fund RFP.
- (e) 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 21, 2010 for T-Mobile Site No. SF24664E.
- (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 21, 2010 for T-Mobile Site No. SF24662D.
- (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 21, 2010 for T-Mobile Site No. SF15063C.
- (h) Letter from David Wall to Mayor Reed and City Council dated October 22, 2010 regarding "Did CPLE MISREPRESENT the 'SCOPE OF WORK' under terms of 'Research Agreement.'"
- (i) Letter from David Wall to The Office of the Commissioner of Baseball dated October 26, 2010 regarding "for the 'Love of the game' support and protect the Minor leagues, especially the San José Giants."
- (j) Letter from David Wall to The Office of the Commissioner of Baseball dated October 27, 2010 regarding "Former San José Giants, now San Francisco Giants taste victory in Game #1 of 2010 World Series!"
- (k) Letter from David Wall to Mayor Reed and City Council dated October 27, 2010 regarding "The Ghetto Life: Update on the SCEP".
- (l) Letter from David Wall to Mayor Reed and City Council dated October 27, 2010 regarding "Consortium for Police Leadership in Equity (CPLE) Report: 'Safe because We Are Fair.'"

- (m) Letter from David Wall to Mayor Reed and City Council dated October 27, 2010 regarding "Questions concerning Consortium for Police Leadership in Equity (CPLE) and SJPD Chief."
- (n) Letter from David Wall to Mayor Reed and City Council dated October 27, 2010 regarding "What is going on at the Office of the City Clerk's and with Mayor Reed's Staff?"



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

From: BD.SEC.Polling [mailto:BD.SEC.Polling@vta.org]

Sent: Friday, October 22, 2010 4:53 PM

To: BD.SEC.Polling

Cc: Ristow, John; Sighamony, John; Haywood, Scott; Smith, Ying; Augenstein, Chris

Subject: SB 375 Sustainable Communities Strategies(SCS) Summit - Santa Clara County - November 8, 2010

SAVE THE DATE – MONDAY, NOVEMBER 8TH, 4:00 – 5:30 p.m.

**Santa Clara County Isaac Newton Senter
70 West Hedding Street, San Jose, CA 95110**

Please join VTA, in partnership with Supervisors Ken Yeager and Dave Cortese, in an SB 375 Sustainable Communities Strategies (SCS) Summit. The Summit will build upon previous discussions with local and regional officials regarding important new regulations impacting local cities and local land-use planning.

The purpose of the Summit is to inform local leaders on these impacts and to strategize how Santa Clara County can best position itself in the development of the SCS. The Summit will also discuss the upcoming Regional Housing Needs Allocation process, the Regional Transportation Plan, and Santa Clara County's Valley Transportation Plan (VTP) update.

Don't miss this opportunity to learn more about the impacts of regional policies for cities and to strategize with your colleagues to help shape the future of land use planning in Santa Clara County.

If you are a member of a City Council, a Planning Director, or an Elected Official, it is important that you attend.

Please respond to this email to confirm your attendance by Tuesday, November 2, 2010.

Getting to the Board of Supervisors Chambers:

The chambers are well served by VTA Bus and Light Rail. For information contact VTA at (408) 321-2300 or at vta.org.

Click below for information on parking at the civic center:

<http://www.sccgov.org/SCC/docs%2FSCC%20Public%20Portal%2Fattachments%2FMain%20County%20ParkingMap.pdf>

If you have any further questions, please contact the Board office at Board.Secretary@vta.org

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

Sent: Friday, October 22, 2010 3:27 PM

Subject: Cities Association: Request to Review & Approve Amended Bylaws

Dear All,

Per the October 14th Board Meeting, at which proposed changes to the Bylaws were approved, I have attached a memo requesting that each member jurisdiction review and provide feedback/approval by December 2010. As you may know, in order to amend the bylaws, 2/3 approval must be given by the member jurisdictions. It would be helpful if you can place this item on the Agenda of your next council meeting.

For more information, please view the two attached documents:

1) memo/letter and 2) Bylaws as amended.

Please forward this email to the appropriate person who can ensure placement of this item on your Council Meeting Agendas. In addition, it would be helpful if you can let me know what is the date of the Council Meeting in which it will be considered for review and approval so that I can follow-up with each city individually.

If you have any questions, please let me know.

Thank you for your continued support,
Raania

Raania Mohsen

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

Revised_05/19/2010
Revised_10/07/10
Revised_10/11/10
Revised_10/13/10
Revised_10/21/10

**BYLAWS
Of the
CITIES ASSOCIATION OF SANTA CLARA COUNTY**

October, 2010

ARTICLE I

NAME, PURPOSE AND POWERS

Section 1. Name. The name of this unincorporated association shall be the Cities Association of Santa Clara County , , hereinafter referred to as the "Association."

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

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

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

- f. To serve as a source of education, information and networking for officials from all cities in Santa Clara County;
- g. To provide a forum for non-city individuals, groups and organizations and the private sector to address items of interest to Santa Clara County cities.

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

ARTICLE II

MEMBERSHIP

Section 1. Membership. Each City in Santa Clara County which is a member of the League of California Cities and which has paid in full the Section dues required under Article VII of these Bylaws shall be a member of the Association.

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

ARTICLE III

BOARD OF DIRECTORS

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

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

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

Section 4. Ex Officio Members. The Santa Clara County/ Cities Managers' Association, an advisory committee to the Association according to the provisions of Article VI, Section 1(d), and the Santa Clara County Board of Supervisors may each appoint one of its members to serve as an ex officio member of the Board of Directors. The ex officio member

may participate in deliberations but shall not participate in voting or in any of the privileges of membership, and shall not be counted for the purpose of determining whether a quorum of the Board is present.

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

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

ARTICLE IV

OFFICERS

Section 1. Officers Designated. The following officers of this Association shall be elected by the Board of Directors: President, First Vice President, Second Vice President and Secretary/Treasurer. Officers shall be selected from Council Members and Mayors of Member Cities.

Section 2. Term of Office.

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

Section 3. Duties.

- a. President. It shall be the duty of the President to preside at the meetings of the Board of Directors and to perform such other duties as ordinarily pertains to the office of President of like types of organizations.

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

Section 4. Executive Director. The Board of Directors may hire an Executive Director who shall hold office until he or she resigns or is removed by the Board of Directors. The Executive Director shall have such duties as may be determined by the Board of Directors.

Section 5. Nominating Committee. A nominating committee consisting of three (3) Board members shall be appointed by the President no later than two (2) meetings before the meeting at which officers for the following year will be elected. At the meeting immediately preceding the meeting for the election of officers, this committee shall present its nominations for officers for the following year. Additional nominations may be made from the floor at the meeting where the election is to be conducted, providing the consent of the nominee has been secured.

ARTICLE V

MEETINGS

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

Section 2. Notice and Meetings. The Association is a legislative body for purposes of the Brown Act (Govt. Code 54950 *et seq.*). Notice of the time and place of all regular meetings shall be given in writing by the Secretary/Treasurer or a designee to all members of the Board at least three (3) days prior to the meeting. Such notices may be sent by United States mail, postage prepaid, or by electronic mail, or by the Internet, which shall be determined to be personally delivered. Notice of special meetings shall be given by the Secretary/Treasurer or a designee to all Board members at least one (1) day in advance and in the manner required by Government Code section 54956. The Secretary/Treasurer or designee shall be responsible for preparing and posting agendas of Board meetings three (3) days prior to the meeting and in compliance with Government Code section 54954.2.

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

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

the Association shall have one vote.

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

ARTICLE VI

COMMITTEES

Section 1. Standing Committees. a. Executive Board. The Executive Board shall act to accomplish, administer and facilitate the goals and the purposes of the Association at the direction of the Board of Directors. The Executive Board shall consist of the officers of this Association; the Immediate Past President, if still a Cities Association member; the Chair of the Legislative Action Committee; and a Director at Large who may be appointed if the Immediate Past President is no longer a Cities Association member. The Director at Large shall be a Cities Association member appointed by the President upon approval of the Board. The Vice Chair of the Legislative Action Committee shall be appointed to serve on the Executive Board in the absence of the Chair of the Legislative Action Committee.

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

- c. City Selection Committee. The City Selection Committee shall be a Standing Committee of this Association, and shall have the membership and purposes set forth in Government Code sections 50270-50279.4 and which shall be governed by the requirements of such sections. The membership of the City Selection Committee shall consist of the Mayor or Mayor's designee of each City in the County, whether or not any such City is a member of the Section.

Section 2. Liaison Committee.

- a. Santa Clara County/City Managers' Association. The Santa Clara County City/County Managers' Association shall serve as an advisory committee to the Association. The Santa Clara County/City Managers' Association may choose an ex

officio representative to the Board of Directors.

Section 3. Other Committees Authorized.

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

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

ARTICLE VII

FINANCES

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

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

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

Section 4. Accounting. Every two (2) to three (3) years, an audit of the Association's finances shall be completed and copies thereof shall be filed with the Board of Directors. Annually, a complete written account of all receipts and disbursements during the previous year, showing the opening and closing balances shall be prepared by the Secretary/Treasurer or a

designee. Copies thereof shall be filed with the Board of Directors Monthly, bank and reconciliation statements shall be reviewed by the Secretary/Treasurer and initialized as such. Monthly reports of accounting and investments shall be prepared and filed with the Board of Directors by the Secretary/Treasurer or a designee.

ARTICLE VIII

ADOPTION AND AMENDMENTS

Section 1. Adoption. These Bylaws shall become effective upon the affirmative vote of the legislative bodies of two-thirds of the cities in Santa Clara County.

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



TO: MEMBER JURISDICTIONS
FROM: RAANIA MOHSEN, EXECUTIVE DIRECTOR
SUBJECT: CITIES ASSOCIATION BYLAWS AMENDMENTS FOR APPROVAL
DATE: 10/22/2010
CC: BYLAWS REVIEW COMMITTEE (AL PINHEIRO, DAVID CASAS, DON PERRY, STEVE TATE)
JOLIE HOUSTON, ATTORNEY, BERLINER

The Bylaws Review Committee has made amendments/suggested revisions to the Cities Association Bylaws. These recommendations are based on initial recommendations presented at the June Board Meeting and feedback received thereafter from Board Members since that presentation. The revisions have been thoroughly reviewed by Jolie Houston, Attorney and retained counsel by the Cities Association, to ensure compliance with state and federal laws. On October 14, 2010, the Board approved the Bylaws as amended and agreed to forward the revisions to member jurisdictions for approval. Thus, on behalf of the Board, I am requesting review and approval of the Bylaws as amended from all Member Jurisdictions.

To summarize, the suggested amendments include:

- a) language revisions;
- b) correction of facts;
- c) name change of the "Santa Clara County Cities Association" to the "Cities Association of Santa Clara County;"
- d) updates to reflect current adopted policies and government code, e.g. The Brown Act; and
- e) addition of an ex-officio member to the Board of Directors from the SCC Board of Supervisors.

For a better understanding of the recommended changes and context, please refer to the "red-lined" bylaws attached to this memo and the amendments/revised items listed below.

1. Delete Preamble.
2. Article I, Section 1. Change name of the organization from "Santa Clara County Cities Association" to the "Cities Association of Santa Clara County." This name change has been suggested to resolve common confusion of the Cities Association being a "county" organization.
3. Article I, Section 1. Removal of all language associating the Cities Association as a "Section" of the League of California Cities Peninsula Division. According to the LCC and its bylaws, the Cities Association is not a section of the League. If it were true, then the Cities

Association would have to adhere to the LCC's policies, regulations, and bylaws. However, the Cities Association continues to collaborate with the LCC Peninsula Division on issues of state legislation.

4. Article I, Section 1. Change of referral to the Santa Clara County Cities Association as the "Section" to the "Association" throughout the bylaws document.
5. Article II, Section 2. The current section regarding suspension of membership, states that "a suspended member City shall not be permitted to participate in any Cities Association proceedings except the City Selection Committee representation." It is recommended to delete "except the City Selection Committee representations" since the City Selection Committee is an entity required by law and adheres to government code sections 50270-50279.4. Description of the City Selection Committee, including the recommended deleted statement, is included in Article VI, Section 1, (b), of the current bylaws
6. Amendment to Article III, Section 4, stating that one representative from the SCC Board of Supervisors may be appointed as an ex officio member. This has been suggested to foster collaboration with the county. The other ex officio member on the Board of Directors is a representative from the Santa Clara County/Cities Managers Association.
7. Amendment to Article III, Section 5. The current section states that Board Members do not receive compensation from the Cities Association for expenses incurred during Cities Association business unless authorized by the Board of Directors. The amendment adds "or unless such reimbursement is authorized and distributed by the member's respective city."
8. Article IV, Section 4. Revise the word "appoint" to "hire" in the section stating "the Board of Directors may 'appoint' an Executive Director who shall hold office...."
9. Article V, Section 2. Update section on Notice of meetings to reflect requirements of the Brown Act.
10. Article V, Section 3. Delete statement allowing a presiding officer to serve as his or her City's representative.
11. Amendment to Article V, Section 4 stating that each member of the Section shall have one vote.
12. Article VI, Section 1. Update formatting and order of standing committees.
13. Article VI, Section 1, (b). Delete "or an appointed staff person" to ensure that all members of the Legislative Action Committee are elected representatives of his or her member City.
14. Article VI, Section 1, (c). Delete statement "the County Clerk or the County Clerk's deputy shall act as the permanent secretary and recording officer of the City Selection Committee." The Executive Director serves as the clerk for the City Selection Committee, as included in his or her contract and the CSC adopted policies.
15. Article VI, Section 2. Update Section 2, titled "Liaison Committee," to include the Santa Clara County/City Managers' Association.

16. Article VI, Section 2, (a). Update of the Santa Clara County/City Managers' Association correct name.
17. Article VI, Section 3, (b). Revise Other Committees formed by the President with approval of the Board to include only elected individuals of any member City.
18. Article VI, Section 4. Add Section 4. Amend section to include quorum requirements for the City Selection Committee. [Note from Attorney: 1) Government Code 50272 states that it is a majority of the number of cities within a county entitled to representation on the CSC. There are 15 cities in SCC, thus a majority would be 8.]
19. Article VII, Section 2. Update of Dues policies to current practices and policies voted on by the Board.
20. Article VII, Section 3. Update of Funds policies to reflect current practices and adopted policies voted on by the Board.
21. Article VII, Section 4. Update of Accounting policies to reflect current practices and adopted policies voted on by the Board.
22. Delete notes to the bylaws from former member Barbara Nesbet.

The Board of Directors request that Member Jurisdictions review the Bylaws revisions for approval by December 2010. Thus, it would be appreciated if you can place this as an item on your agenda at a future Council Meeting in November. If you would like me or members of the Bylaws Review Subcommittee to attend this meeting, please let me know in advance.

If you have any questions, please feel free to contact me at any time.

Thank you for your support,



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

(408) 730-7770

(408) 398-3025 cell

raania.mohsen@sccca.gov

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

Sent: Thursday, October 28, 2010 5:09 PM

To:

Subject: Cities Association: CSC & Board of Directors Meeting, Thursday, November 4, 6:45 pm

Dear All,

There will be a CSC and Board of Directors Meeting next week, Thursday, November 4, beginning at 6:45 pm.

Please note, that the date is one week earlier than usual due to the observance of Veteran's Day on November 11th.

The Board Agenda and packet are attached. Financials will be sent/posted early next week after the end of the month.

Board Agenda items include the following presentations:

- 1) Silicon Valley Education Foundation, Muhammed Chaudry
- 2) SVLG Green Building Collaborative Update, Shiloh Ballard
- 3) SCC PACE Financing program – Emily Harris
- 4) CSC Report
- 5) Legislative Report, Betsy Shotwell

The Board Agenda and packet will soon be available on the website.

The CSC Agenda is attached and also available on the website. The CSC Agenda includes the following appointments:

- 1) BAAQMD – re-appointment of Ash Kalra, San Jose
- 2) RWRC – Member-at-Large appointment, Sue Garner, Monte Sereno, has expressed interest
- 3) SVRIA – one Alternate appointment, Greg Scharff, Palo Alto, has expressed interest

If you are not available to attend the meetings, please forward this email to your Alternate.

Please confirm your attendance if you have not done so already.

Thank you,

Raania

Raania Mohsen

Executive Director

Santa Clara County Cities Association

505 West Olive Avenue, Suite 749
Sunnyvale, CA 94086



Minutes
BOARD OF DIRECTORS MEETING
Sunnyvale City Hall, West Conference Room
October 14, 2010

The regular meeting of the Santa Clara County Board of Directors was called to order at 7:00 p.m. with 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
Laura Macias, Mountain View
Larry Klein, Palo Alto
Sam Liccardo, San Jose
Howard Miller, Saratoga
Melinda Hamilton, Sunnyvale

Also Present:

Kathleen King, Saratoga
Scott Haywood, VTA
John Ristow, VTA
Michele Lew, AACI
Nancy Pyle, San Jose
Doug Schmitz, Los Altos City Manager
David Vossbrink, SJ Intl Airport
Betsy Shotwell, City of San Jose
Raania Mohsen, SCCCA Exec. Dir.
Richard Napier, C/CAG

1. Welcome, Introductions & Roll Call

2. Oral Communication: None.

3. Consent Calendar

- a. Approval of Minutes for September 9, 2010. Motion (Prizynski)/Second (Klein). Carried Unanimously.
- b. Approval of Compensation Budget for Executive Director and
- c. Acceptance of Financial Reports
 1. September 2010 Balance Sheet
 2. September 2010 Budget Report
 3. September 2010 Transaction Report

Motion (Summit), Second (Hamilton) to accept items (a) and (b) on the consent calendar. Carried unanimously.

4. Special Presentation

- a. **Michele Lew, AACI** – President and CEO of Asian Americans for Community Involvement (AACI) presented an overview of its invaluable services available to all of our communities. Services provided are not limited to the Asian community but are available 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 thanked her for her presentation and noted the need for AACI's services in Los Altos since the Asian community is growing.

5. Priorities focus Presentation/Discussion

- a. **Review/Approval of Bylaws Revisions** - David Casas, member of the Bylaws Review Subcommittee, reviewed the memos and "red-lined" bylaws sent/emailed 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, e.g. the Cities Association is not a section of the League of California Cities, and changing the organization name from "Santa Clara County Cities Association" to "Cities Association of Santa Clara County." "The Santa Clara County Council of Mayors" was initially suggested. Subsequently, it has been recommended to consider "Cities Association of Santa Clara County" to retain the general name of the organization but solve the issue of being identified as a "county" organization. The goal is to get approval from each city by December so that the revised bylaws can be effective for the next year, 2011. The Board approved the revisions as amended. Questions from Board Members included: 1) Melinda Hamilton – why is "the section" used throughout the bylaws? David and Raania noted that the "section" represents SCCCA throughout the document. Melinda noted that it is still connected to the Cities Association being known as a "section" of the League and recommends the use of the "Association" as a reference instead. Joe Pirzynski supported the suggestion. 2) Laura Macias – why is a quorum of 8 required for the CSC? David answered that according to government code, a majority of the jurisdictions (8) need to be present to make an appointment. David noted that he can meet with individuals if necessary to review each revised item. 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. Joe Pirzynski requested consideration of using "Association" instead of "Section" as a reference to the Cities Association throughout the bylaws document. The revised Bylaws were adopted as amended. Motion (Hamilton)/Second (Liccardo).
- b. **Housing Allotments for SCC** - 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. Sam noted that as the county works on the SCS, we may be heading in this direction. Sam introduced guest Richard Napier and noted that we are interested to learn about the benefits and pitfalls of taking this route. 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. C/CAG is a congestion management organization for San Mateo County. It was formed by a Joint Powers Agreement. The Organization has to justify its need every four years to continue business. Regarding RHNA, C/CAG motivated its jurisdictions to consider the subregion option because "anything is better" than the current process. The 21 jurisdictions agreed to establish the subregion and submitted resolutions in support of to ABAG 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. In particular, they first re-worked Projections to correct "errors" some of the cities felt were made. However, surprisingly, no errors were found. They used the ABAG formula and made adjustments as needed. Staff worked on the numbers. Cities were able to swap directly, e.g Redwood City initially had a low number and was able to increase its number by swapping with Woodside. Redwood City was then able to build a housing development that could not be built under Woodside's jurisdiction. Ultimately, it was beneficial to have local land use control. Questions from Board Members included: 1) Howard Miller: how long did the process take? Richard Napier answered that it took about 60 days to form the subregion, four months to work through policy, and a few months to produce the numbers – the entire process took about 1 ½ years. The schedule is tight but ABAG has the stages organized. 2) Sam Liccardo: did you start with the ABAG allocation formula? Richard answered that using the ABAG formula was an easy starting point that everyone could understand. They were then able to make needed corrections, address issues raised by specific cities, and then allow opportunities for swapping between cities; C/CAG was able to help broker the deals between the cities. 3) Laura Macias: what were the benefits for the swapping between Redwood City and Woodside. Richard answered that there were some financial reasons; Woodside got a lower number and Redwood City was able to develop a complex in its downtown area; since planning directors were involved, they were able to work it out. 4) Larry Klein: how did affluent cities such as Atherton and Hillsborough end up? Richard answered that they took on their shares.

6. Other Presentations

- a. **Scott Haywood from VTA**, provided background information on the Sustainable Communities Strategy (SCS) to reduce greenhouse gas emissions by integrating transportation and land use in the nine bay area counties. The SCS will be developed by MTC, 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. MTC's Regional Transportation Plan (RTP) and ABAG's RHNA cycle must be consistent with the SCS and are to be adopted by March 2013. It is important to focus on the needs of SCC regarding infrastructure, jobs, etc. It is important to ensure that SCC is well positioned to receive needed funds. 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 meeting will be lead by Supervisors Ken Yeager and Dave Cortese. David Casas noted that Raania can communicate the meeting time and date to Board Members.

Scott confirmed that a "save the date" will be sent to Raania to forward to the Board. Howard Miller asked about members involved in TAC? John Ristow answered that a working group has been developed to advise TAC. This working group includes planning directors and staff from each city. Howard Miller for a review of the timeline. Scott Haywood answered that 2013 is when the RTP and SCS are scheduled to be adopted by March 2013.

- b. **Measure A – Request for Endorsement** – 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. Motion (Liccardo)/Second (Hamilton). Kathleen encouraged members to participate with phone banking and write op-ed articles for their local newspapers in support of Measure A. Howard Miller asked about how the Measure is polling? Kathleen answered that it polled at 64% and needs 3% more. \$1 million is being invested in order to get that last 3%. Kathleen encouraged members go to www.voteforkids.com if they would like to be on the endorsement list.
- c. **San Jose International Airport** - 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. Nancy noted that anyone is welcome to contact her office For more information at (408) 535-4910, district10@sanjoseca.gov, or David Vossbrink at (408) 501-7700.

7. New Business

- a. **City Manager's Report** - 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.
- b. **CSC Appointee Report** – Due to Dean Chu's absence, an MTC report was not presented.
- c. **Nominating Committee Report:** David Casas presented 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 – **Immediate Past President**

The Board will vote for approval in November.

- d. **Legislation Report** - 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.

8. City Reports: Joys and Challenges/Announcements

- 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.
- 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.

NOTICE and AGENDA

CITIES ASSOCIATION BOARD OF DIRECTORS MEETING AGENDA Thursday, November 4, 2010, 7:00 p.m. West Conference Room, Sunnyvale City Hall 456 West Olive Avenue, Sunnyvale, CA

This agenda and packet are available at [http://www.sccca.gov/sidebar-home 16 2841865661.pdf](http://www.sccca.gov/sidebar-home%2016%202841865661.pdf)

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|--|-------------|
| 1. Welcome, Introductions and Roll Call | 7:00 |
| 2. Oral Communication
(This time is reserved for public comment and is limited to topics not on the agenda; comment time not to exceed 3 minutes.) | 7:00 – 7:05 |
| 3. Consent Calendar | 7:05 – 7:10 |
| a. Approval of Minutes of October 14, 2010 (Hamilton) | |
| b. Acceptance of Financial Reports (Hamilton) | |
| 1. October 2010 Balance Sheet | |
| 2. October 2010 Budget Report | |
| 3. October 2010 Transaction Report | |
| 4. Special Presentation | |
| a. SVEF (Muhammed Chaudry) | 7:10 – 7:25 |
| 5. Other Presentations | |
| a. SVLG, GBC Update (Shiloh Ballard) | 7:25 – 7:40 |
| b. SCC, PACE Financing (Emily Harrison) | 7:40 – 7:55 |
| 7. New Business | |
| a. City Managers' Report (Schmitz) | 7:55 – 8:00 |
| b. CSC Meeting Report (Casas) | 8:00 – 8:05 |
| 1. BAAQMD – 1 appointment | |
| 2. RWRC – 1 appointment | |
| 3. SVRIA – 1 appointment | |
| c. CSC Appointee Report | 8:05 – 8:20 |
| d. Approval of Meeting Schedule 2011 (Casas) | |
| e. Approval of Executive Board 2011 (Casas) | 8:20 – 8:25 |
| f. Legislation Report (Betsy Shotwell) | 8:25 – 8:30 |
| | 8:30 – 8:40 |
| 8. City Reports: Joys and Challenges | 8:40 – 8:50 |
| 9. Announcements | 8:50 – 9:00 |
| a. December 2, 6 pm, Holiday Party, Los Altos | |

Golf & Country Club
b. Other

10. Adjournment and Next Meeting
Thursday, January 13, 2010, 7pm, Sunnyvale City
Hall

9:00



**REQUEST TO MAKE A PRESENTATION TO THE CITIES
ASSOCIATION BOARD OF DIRECTORS**

NAME OF ORGANIZATION: SILICON VALLEY EDUCATION FOUNDATION

BACKGROUND INFORMATION: Silicon Valley Education Foundation (SVEF) focuses on raising student performance in the critical areas of math and science across all 33 Santa Clara County school districts. Our goal is to be the leading advocate for public education in our region. We are known for our clear focus on achieving results, partnering, and emphasizing creativity and innovation. Beyond serving students, teachers, and administrators, we provide value to the larger community by making investing in education easy.

Everything we do supports our objective of Silicon Valley being the number one geographic area in California in the percentage of high school graduates academically prepared for college and careers. Our vision is to transform Silicon Valley into a model for enhancing public education, and we do this by leveraging partnerships and resources for public education so all students can realize their full potential.

Silicon Valley Education Foundation advocates for public education, organizes stakeholders, distributes resources, and connects assets to help prepare students for college and careers.

REQUEST (WHAT WILL BE PRESENTED?): AN OVERVIEW OF SVEF'S MISSION AND STRATEGY.

RELEVANCE TO THE CITIES ASSOCIATION: Cities interest in acting as a unified voice for the fifteen cities of Santa Clara County is similar to SVEF's goal to be the leading education advocate for the 32 different school districts in Santa Clara County providing the leadership necessary to make Silicon Valley the number one geographic area in California in the percentage of high school graduates academically prepared for college and careers.

WHAT ACTION IS REQUESTED OF THE CITIES ASSOCIATION?

MATERIALS TO BE SENT TO SUPPORT PRESENTATION: POWERPOINT
PRESENTATION



**REQUEST TO MAKE A PRESENTATION TO THE CITIES
ASSOCIATION BOARD OF DIRECTORS**

NAME OF ORGANIZATION: SILICON VALLEY LEADERSHIP GROUP

BACKGROUND INFORMATION: SVLG AND THE CITIES ASSOCIATION HAVE PARTNERED TO CREATE THE GREEN BUILDING COLLABORATIVE. THE COLLABORATIVE HAS HELPED SPUR CITIES TO ADOPT GREEN BUILDING POLICIES AND HAS BEEN WORKING ON THE NEXT ROUND OF RECOMMENDATIONS – PHASE II. GIVEN THE ADOPTION OF CALGREEN (NEW STATE BUILDING CODE) THE COLLABORATIVE REVISITED THE PHASE II RECOMMENDATIONS TO INCORPORATE CALGREEN AND WOULD LIKE TO REAFFIRM THE RECOMMENDATIONS.

REQUEST (WHAT WILL BE PRESENTED?): THE LEADERSHIP GROUP WILL GIVE AN UPDATE ON THE GREEN BUILDING COLLABORATIVE'S PROGRESS AND ASK FOR REAFFIRMATION OF THE PHASE II RECOMMENDATIONS. THE EXPECTATION IS THAT CITIES IN SANTA CLARA COUNTY WILL USE THESE RECOMMENDATIONS AS A GUIDE AS THEY ARE ADOPTING THEIR OWN "REACH" GREEN BUILDING POLICIES.

RELEVANCE TO THE CITIES ASSOCIATION: THE GREEN BUILDING COLLABORATIVE IS A SUBCOMMITTEE OF THE CITIES ASSOCIATION. IT WAS FORMED TO ENSURE THAT CITIES, TOGETHER, ADOPT POLICY THAT PUSHES THE ENVELOPE ON GREEN BUILDING WHILE ALSO KEEPING ALL THE CITIES AND COUNTY ON A SIMILAR PAGE.

WHAT ACTION IS REQUESTED OF THE CITIES ASSOCIATION? THE CITIES ASSOCIATION IS BEING ASKED TO REAFFIRM THE PHASE II POLICY RECOMMENDATIONS ON GREEN BUILDING GIVEN THE ADOPTION OF CALGREEN.

MATERIALS TO BE SENT TO SUPPORT PRESENTATION: THERE WILL BE BACKGROUND MATERIALS ON THE GREEN BUILDING RECOMMENDATIONS. THEY ARE NOT READY AT THIS TIME.



REQUEST TO MAKE A PRESENTATION TO THE CITIES ASSOCIATION BOARD OF DIRECTORS

NAME OF ORGANIZATION: Santa Clara County

BACKGROUND INFORMATION: The federal, state, regional and utility energy efficiency programs are intended to create jobs while reducing energy usage and the greenhouse gas emissions related to energy use. The programs will create pathways that help to bring contractors into this program and to offer incentives for them to move into higher level trainings and certifications.

The Board of Supervisors of Santa Clara County has preliminarily adopted a comprehensive set of contractor-related standards for its AB 811 renewable energy and energy retrofit programs to meet a set of stated goals that would serve the County's interests in these programs. The Board directed staff to solicit feedback from stakeholders.

Outreach on the draft contractor standards was directed to stakeholders, including:

- The California Home Energy Retrofit Coordinating Committee (HERCC), an ad hoc group of over 40 experts from federal, state and local government, as well as nonprofits and industry, that has developed recommended contractor standards that are becoming the standards for utility and state rebate programs, the financing programs associated with the ABAG retrofit program and probably the Home Star federal program;
- Renewable Funding, the contractor overseeing the CaliforniaFIRST PACE program;
- ABAG and the Steering Committee for the grant program to publicize and market energy retrofits;
- Santa Clara County cities who would have the option of participating in the SCC PACE program or only participating in the CaliforniaFIRST program; and
- Contractors who would be subject to the additional recommendations, via the National Association of Remodeling Industry (NARI), Efficiency First, Working Partnerships, and contractor lists provided by the cities.

A letter soliciting feedback on the draft County requirements was sent to all city managers in the County on August 3. Four cities have replied – San Jose, Saratoga, Los Gatos and Mountain View. The City of Saratoga recommended that the draft requirements be agendaized for discussion at the Cities Association; the Santa Clara County/City Managers Group has agendaized discussion at its September 8 meeting.

REQUEST (WHAT WILL BE PRESENTED?):

Staff will provide an overview of the feedback received from stakeholders to this point and solicit feedback from the SCCCA.

RELEVANCE TO THE CITIES ASSOCIATION: The County contractor standards, once adopted, will apply to any financing program where the County can enforce additional standards or in any PACE program run by the County. The City of Saratoga recommended that the County obtain feedback from the Cities Association.

WHAT ACTION IS REQUESTED OF THE CITIES ASSOCIATION? The Cities Association is request to provide feedback on the contractor standards that is reflective of the concerns of the cities in Santa Clara County.

MATERIALS TO BE SENT TO SUPPORT PRESENTATION: The following materials will be provided:

- Draft contractor requirements
- Matrix comparing the draft County requirements with those being recommended by HERCC
- Copies of letters received from cities who have responded to the request for feedback to-date
- Summary of the results of a contractor survey, also performed as part of outreach
- A staff report to the Board of Supervisors summarizing the outreach effort to-date and making preliminary recommendations

County of Santa Clara

Office of the County Executive

County Government Center, East Wing
70 West Hedding Street
San Jose, California 95110
(408) 299-5105



August 3, 2010

to: City Managers

Dear (name):

As you are aware, the County is creating a Community Energy Program that consists of three programs:

1. A grant-funded regional program that creates demand for energy efficiency retrofits in the residential market. This program is referred to as the ABAG residential retrofit program. All the cities are participating in this program except for the City of Santa Clara.
2. An AB 811 or PACE (property assessed clean energy) financing program called CaliforniaFIRST that currently has 14 counties participating. All the cities in the County have passed resolutions to join CaliforniaFIRST.
3. The SCC PACE program, a countywide and county specific PACE financing program which is under development, with a potential launch date of 2012.

Unfortunately, two PACE programs are currently in limbo due to a position taken by the Federal Housing Finance Authority, but we expect that this will be resolved and the PACE programs will move forward within the next year.

In conjunction with the development of these programs, the BOS had adopted draft requirements for contractors who may participate in the SCC PACE program and would also be required for participation in the CaliforniaFIRST program, if the additional requirements are adopted by the cities participating. A city may also choose to only use the HERCC requirements by not adopting the County's standards, but this may confuse the public, who are interested in doing energy retrofits.

There are currently two sets of contractor standards: (1) the HERCC (Home Energy Retrofit Coordinating Council) recommendations will be used by PG&E, ABAG and CaliforniaFIRST as their requirements; and (2) the County's additional requirements that will go beyond the basic requirements of HERCC.

One of the major objectives sought by Santa Clara County's Board of Supervisors is to build careers in the field that are sustainable and provide long term employment opportunities. To achieve that objective the County is proposing contractor standards that go beyond the minimum standards set by the state. These additional standards will provide assurances to the consumer that these workers are highly trained specialists in their field. In addition this will help ensure that apprentices coming into this field will have a career path set out for a lifetime. Contractors who are well trained and fairly compensated will be good promoters of the program and help achieve production goals in concert with marketing efforts.

The County would like to have one set of contractor standards for all the cities and the County in regards to the CaliforniaFIRST program. This will ease administrative needs and will make the programs more streamlined and understandable for residents and contractors. Therefore, each city will be asked to adopt the County's standards when they are in their final form and we are aiming for 100% participation.

The attached matrix shows the basic HERCC recommended requirements as well as the County's requirements. If you could review these and send us any comments by August 31, 2010, it would be appreciated. We are especially interested in hearing which requirements your city council would be likely to support and which would be difficult for them to adopt.

Thank you,

Emily Harrison
Deputy County Executive

Cc:

County of Santa Clara Office of the County Executive



Prepared by: Emily Harrison
Deputy County Executive

DATE: September 16, 2010

TO: Supervisor Ken Yeager, Chairperson
Supervisor Dave Cortese, Vice Chair
Finance & Government Operations Committee

FROM: 
Emily Harrison
Deputy County Executive

SUBJECT: Update on Draft Contractor Standards for CaliforniaFIRST, Association of Bay Area Governments, and County Pilot SCC PACE Programs

RECOMMENDED ACTION

Consider recommendations relating to an update on draft contractor standards for CaliforniaFIRST, Association of Bay Area Governments, and County Pilot SCC PACE Programs.

Possible action:

- a. Accept report from County Executive's Office regarding the Board's direction to solicit input from stakeholders on draft contractor requirements.

b. Direct staff to make minor changes to the draft contractor requirements to make them congruent with the California Home Energy Retrofit Coordinating Committee (HERCC) recommended standards for:

- Incentives for additional qualifications
- Basic pathway
- BPI combustion safety tests
- Bonding and insurance
- Certification and software
- Orientation and training
- Code of ethics and contractor participation agreement
- Energy and water efficiency eligibility rebate program requirements
- Quality assurance and inspections
- Reporting
- HVAC
- Refrigerants
- Solar and renewable energy

c. Provide other direction to staff that incorporates stakeholder feedback presented in this report. Specifically, the Board may wish to consider changes which lessen the impact on small contractors, including:

- Eliminate the “no home office” requirement.
- Continue to work on developing a reporting structure that is congruent with that used by the utilities, and which also works for the contractors and the County. Some suggestions were offered by contractors, such as reporting on individual projects directly after completion or reporting on a biweekly basis when they do payroll
- Require that the contractor be willing to show its contractor license upon request by the home owner.
- Make the hiring requirements voluntary and develop incentives to encourage companies to hire people out of training programs.
- Add to the hiring requirements an additional voluntary option for the contractors to hire workers from currently skilled but unemployed workers.

d. Direct staff to continue stakeholder outreach efforts, including to the City/County Managers Group and Santa Clara County Cities Association, and to bring back input and recommendations to the FGOC on the draft contractor requirements as appropriate.

REASONS FOR RECOMMENDATION

The federal, state, regional and utility energy efficiency programs are intended to create jobs while reducing energy usage and the greenhouse gas emissions related to energy use. The programs will create pathways that help to bring contractors into this program and to offer incentives for them to move into higher level trainings and certification.

The County contractor standards, once adopted, will apply to any financing program where the County can enforce additional standards or in any PACE program run by the County.

Outreach on the draft contractor standards was directed to stakeholders, including:

- The California Home Energy Retrofit Coordinating Committee (HERCC), an ad hoc group of over 40 experts from federal, state and local government, as well as nonprofits and industry, that has developed recommended contractor standards that are becoming the standards for utility and state rebate programs, the financing programs associated with the ABAG retrofit program and probably the federal Home Star program;

- Renewable Funding, the contractor overseeing the CaliforniaFIRST PACE program;

- ABAG

- Santa Clara County cities

- Contractors who would be subject to the additional recommendations, via the National Association of Remodeling Industry (NARI), Efficiency First, Working Partnerships, and contractor lists provided by the cities.

In presenting the draft County standards to stakeholders, staff utilized a matrix format (Attachment 1) that highlighted the fact that many of the County standards were the same or could easily be amended to be the same as those being recommended by HERCC. Supervisor Cortese's office provided language for the cover letter to stakeholders to make clear the Board's rationale in adopting standards that exceeded those recommended by HERCC. This rationale was reiterated verbally in the City/County Committee (CCC) meeting and in the meeting facilitated by ABAG.

Stakeholder Feedback

HERCC: HERCC indicated that it had convened a small group of members who had "considerable concerns" regarding the draft County requirements (Attachment 2). Staff responded with a request for more detailed information about what the concerns were, but did not receive a response. In response to the request for an opportunity to present the proposed County standards and their rationale to the HERCC membership, HERCC declined as it felt it was not the "appropriate venue for a resolution," and that, having completed its recommendations, it did not plan to reconvene.

ABAG/Renewable Funding:

On August 31, 2010 ABAG and Renewable Funding facilitated a discussion with the Retrofit Bay Area Steering Committee to discuss contractor standards. PG&E presented draft required contractor credentials which reflect agreement reached by a local government workforce overseen by PG&E. These contractor requirements have two paths, basic and advanced, with elements of BPI standards. The County of Santa Clara presented its draft contractor standards, providing the context on how the Board of Supervisors reached consensus on the draft contractor standards and also informing the group of the ongoing process to solicit stakeholder input. Efficiency First provided an overview of home performance and quality assurance as it relates to specific certification imposed by various entities. Efficiency First's overall position is to support the goals of sustainability but first create the jobs and slowly incorporate additional requirements without increasing the cost of doing business. The highlights of the discussion revolved around whether local governments have the appropriate mechanisms/incentives to impose additional contractor requirements such as issuing financing or rebates; and how PG&E credentials established through the HERCC process will be rolled out. Finally, participants in this discussion had an opportunity to briefly mention whether their local government is imposing additional requirements. The counties of Contra Costa, San Mateo and Marin will use existing regional standards while the counties of Sonoma and San Francisco, because they have their own financing, have the appropriate mechanism to impose some additional requirements.

Cities: The City/County Committee (CCC) was created as part of the Local Government Participation Plan, to support the Community Energy Program run by the County, which includes the ABAG Bay Area Retrofit Program, CaliforniaFIRST and the County's own AB 811 Program. A presentation on the draft County contractor standards was made to the committee at its first meeting on August 3. Staff stressed at that meeting that input from stakeholders was important to the Board of Supervisors and that formal responses from the cities would be made a part of the staff presentation to the FGOC and Board. A letter soliciting feedback on the draft County requirements was sent to all city managers in the County on August 3 as well. Three cities have replied - San Jose, Saratoga (Attachments 3 and 4) and Mountain view. The City of Saratoga recommended that the draft requirements be agendaized for discussion at the Cities Association; the Santa Clara County/City Managers Group has tentatively agendaized discussion at its September 8 meeting; staff will provide a verbal update at the FGOC meeting as to the discussion.

Contractors:

Both NARI and Efficiency First asked for an opportunity to provide input on the draft County standards and staff met with both organizations. Their written comments are attached (Attachments 5 and 6). Additionally, a survey was sent out to contractors who had not been invited to the earlier contractor meeting regarding standards, to ensure that all voices had an opportunity to respond. Thirty contractors, construction business owners and specialty contractors replied. Of these, fifteen were small businesses (six or less employees) and fifteen were medium to large businesses (seven or more employees).

A summary of the survey results is attached (Attachment 7). Survey answers are very different depending on whether the respondent is a small contractor or a larger business. The smaller contractors who responded appear to be more tuned into the energy efficiency field already – with twice as many of the contractors trained as BPI Building Analysts. They also are more concerned about the draft contract standards than medium to large contractors. For the most part, the smaller contractors have been engaged in learning about energy efficiency, are used to doing smaller jobs, pay starting wages that are in line with the larger contractors and have been hit harder by the economy.

One justification for additional contractor requirements has been ensuring that homeowners receive quality work from contractors experienced in the field of energy retrofit related work rather than become victims of low quality product from less experienced contractors. Attached (Attachment 8) is the draft California Building Performance Contractors Association (CBPCA) Quality Assurance Program. This program will verify jobs completed by

contractors who are participating in the California utility home performance rebate programs; it was developed in response to the guidelines and requirements of the Home Performance with ENERGY STAR national program and BPI national standards. Once implemented, this Quality Assurance Program may obviate the need for some contractor requirements.

BACKGROUND

At the June 22, 2010 Board of Supervisors' Meeting, the Board approved the following recommendations from FGOC:

Under advisement from April 13, 2010 (Item No. 7): Accept report relating to draft contractor standards and adopt current draft of contractor standards, for possible adoption of final contractor standards at a later date.

- 1) Approve delegation of authority to the County Executive, or designee, to amend the draft standards, as needed and consistent with Board direction, based upon input from stakeholders and pending final possible adoption.

- 2) Direct staff to return with a timeline and plan for implementing the standards in Property Assessed Clean Energy (PACE) programs in the County, while accounting for constraints, such as the need to obtain participation of cities in the County.

ATTACHMENTS

- Attachment 1 (Matrix)

- Attachment 2 (HERCC)

- Attachment 3 (San Jose)

- Attachment 4 (Saratoga)

- Attachment 5 (NARI Letter)

- Attachment 6 (Efficiency First)
- Attachment 7 (Contractor Survey)
- Attachment 8 (CBPCA)



Office of the City Manager

August 31, 2010

Emily Harrison
Deputy County Executive
County of Santa Clara
70 West Hedding Street
San Jose, CA 95110

Dear Ms. ^{EMILY}Harrison:

Thank you for your August 3rd letter regarding the County's proposed requirements for contractors participating in the proposed Community Energy Program, regarding property assessed clean energy (PACE) and related financing programs. This letter responds to your request for comments on the proposed contractor requirements.

As noted in your letter, we understand that PACE programs are currently on hold due to the position taken by the Federal Housing Finance Authority related to the priority of associated liens. The following comments are therefore offered for your consideration as next steps and timelines are further clarified for initiation of these programs.

In order to develop a formal City perspective on the proposed requirements, we would expect that significant staff time from multiple departments and City Council discussion will be required. Accordingly, we anticipate that the following issues would arise and therefore request that they be included in future County development activities unless already addressed:

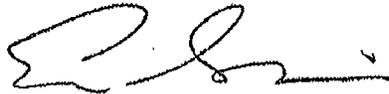
1. Given the range of elements included in the proposed requirements, we would expect that outreach to the industry, including retailers, equipment providers, installers and other interested stakeholders such as homeowners, will be a very important component to the evaluation and refinement of these requirements. We would appreciate the opportunity to understand the scope of outreach to date as well as participate in future outreach efforts.
2. As noted in your letter, differing contractor requirements have the potential to result in confusion among related programs. These include the Home Energy Retrofit Coordinating Committee (HERCC) and California Energy Commission (CEC)/State Energy Program, in addition to PACE, such that we recommend that these entities also be consulted as individual agencies finalize their requirements. We agree that efforts to coordinate requirements under these programs will be important to their effectiveness in spurring energy efficiency improvements.

Emily Harrison
August 31, 2010
Page 2

3. Finally, we are very interested in understanding the potential cost implications and anticipated funding sources for administration of the proposed requirements. This includes program costs, both the up-front certification and periodic recertification of contractors, as well as administration and handling of complaints related to compliance with the proposed Green Wage requirement. While recognizing the challenge in quantifying effects, this could also include the cost implications to customers.

We would be happy to arrange further discussion of our thoughts on this topic and next steps at the appropriate time. Please feel free to contact me at (408) 535-8190 if any clarification is needed on our comments or to arrange next steps. Thank you again for this opportunity to comment.

Sincerely,



Edward K. Shikada
Assistant City Manager



Incorporated October 22, 1956

CITY OF SARATOGA

13777 FRUITVALE AVENUE • SARATOGA, CALIFORNIA 95070 • (408) 868-1200

COUNCIL MEMBERS:

*Manny Cappello
Jill Hunter
Kathleen King
Howard Miller
Chuck Page*

August 27, 2010

Ms. Emily Harrison
Deputy County Executive
County of Santa Clara
County Government Center, East Wing
70 West Hedding Street
San Jose, CA 95110

RE: August 3, 2010 correspondence

Dear Ms. Harrison,

Thank you for informing us about the County's proposal to establish a countywide and county specific PACE financing program, in addition to the PACE financing program that is currently underway, in partnership with CaliforniaFIRST. We also appreciate receiving the proposed County PACE contractor qualifications and requirements and table comparing these with the HERCC draft requirements.

While the proposal to have a Santa Clara County specific PACE program is an interesting concept, we would like to suggest that it may be most beneficial to bring this proposal to the Santa Clara County Cities Association. We find this to be an excellent forum at which to discuss these types of issues, exchange information and obtain thoughtful feedback.

We look forward to hearing more about this proposal.

Sincerely,

Dave Anderson
City Manager

July 21, 2010

The chart below contains two sets of contractor requirements: (1) the HERCC draft recommendations, which are being utilized by PG&E and other investor-owned utilities, the state and the ABAG program and (2) the County's draft contractor requirements as adopted by the Board of Supervisors for application if the homeowner chooses the PACE/AB311 method of financing the retrofits or other upgrades. The list is divided into two sections. Section 1 lists the draft recommendations, which are conceptually in agreement with the County's draft requirements and that staff anticipates will be recommended to the Board of Supervisors. The second section lists County requirements that are not included, to the best of our understanding, in the draft recommendations.

Contractor Requirements	HERCC, CaliforniaFIRST, Energy Upgrade California, possibly PG&E (drafts)	Draft County Requirements
SECTION 1		
1. Incentives for additional qualifications	1. Contractors that meet the Advanced Qualifications are required to have fewer inspections. 2. Contractors are required to meet the Advanced Qualifications within 12 months to stay in good standing.	May be included in a future draft of County requirements.
2. Compliance with all applicable state and local licensing laws	Must have appropriate licenses and be in good standing.	Same (i.e. draft recommendations and draft County requirements are equivalent).
3. Basic Pathway	Must have a BPI Building Analyst certificate [Advanced Credentials (must achieve in 12 months): Certified Green Building Professional]	May be included in a future draft of County requirements.
4. Advanced Pathway	Must be Class B General Building Contractor and BPI accredited or Home Performance with Energy STAR and with at least one BPI professional in employment. [Advanced Credentials (must achieve in 12 months: Company level BPI accreditation, BPI in HVAC, Envelope or Multifamily; GreenPoint Rater-Existing Homes)]	Class B license required; BPI accreditation may be included in future draft

July 21, 2010

Contractor Requirements	HERCC, CaliforniaFIRST, Energy Upgrade California, possibly PG&E (drafts)	Draft County Requirements
5. BPI Combustion safety tests	All houses in program will be required to have BPI combustion tests performed by BPI-certified individuals or BPI-accredited companies.	May be included in a future draft of County requirements.
6. Business Licenses	Must have appropriate business licenses	Same.
7. Bonded and Insured	Must be bonded and in good standing. Insurance requirements to IOU standards	Bonds may be included in a future draft of County requirements. Requires contractor to "indemnify, defend and hold harmless the County."
8. Permits	Contractors must obtain all required permits	Same.
9. Certification and Software	May need to be certified by specified training organizations and/or use specified performance modeling software. This is likely a requirement of the interim HERS II phase.	May be included in a future draft of County requirements.
10. Orientation and Training	Certificate of completion of program orientation and training. Requires that all participating contractors attend a training so that they can accurately represent the programs and understand the requirements and expectations.	May be included in a future draft of County requirements.
11. Code of Ethics; contractor participation agreement	Contractors will be required to sign a Code of Ethics (CaliforniaFIRST), a participation agreement (ABAG) or some kind of document that summarizes expectations regarding reporting, verification of information, and "verification that prices reflect current market equipment costs, labor costs, overhead expenses, and reasonable profit, without inflation to fraudulently take advantage of (a) the customer, (b) local, state or federal rebate and incentive programs and (c) CaliforniaFIRST financing program. Still under development.	May be included in a future draft of County requirements.

July 21, 2010

Contractor Requirements	HERCC, CaliforniaFIRST, Energy Upgrade California, possibly PG&E (drafts)	Draft County Requirements
12. Energy Efficiency	Meet the eligibility requirements of the CPUC/IOU (state and utility) rebate programs and participation in HomeStar, when available.	May be included in a future draft of County requirements.
13. Water Efficiency	Must participate in local water efficiency rebate programs, have appropriate license and follow codes and standards. Under development.	May be included in a future draft of County requirements.
14. Quality Assurance & Inspections	A robust QA program is part of the ABAG development and will require contractors to support and participate in third-party inspections on some projects. This will tie into the BPI program requirements.	May be included in a future draft of County requirements.
15. Reporting	Contractors will be required to report on a job-by-job basis as part of rebate applications to the utilities. Reports will include actions taken, projected energy savings, etc.	County has draft reporting requirements that will be modified as required.
16. Workers Comp	Required by law	Same.
17. Warranty	As required by law	Same.
18. Title 24	Required by law	Same.
19. Non-Discrimination	Required by law	Same.
20. HVAC	Will require BPI certification for HVAC.	Must have a North American Technician Excellence (NATE) Certified Technician on each contract where HVAC work is performed. In the second year of the County program, all employees performing HVAC must be NATE certified.
21. Refrigerants	None planned beyond state requirements.	Anyone performing evacuation or charging of refrigerant must employ one technician with EPA approved Section 608 Technician Certification as a Type2 or universal technician. Proper disposal required.

Contractor Requirements	HERCC, CaliforniaFIRST, Energy Upgrade California, possibly PG&E (drafts)	Draft County Requirements
22. Solar and Renewable Energy	The rebates available for solar have requirements for contractors. No additional requirements are planned.	Following first year of PACE program implementation, contractors must have specialty license as required by the California State Licensing Board to install solar and also a NABCEP certification or similar certification issued by an equivalent nationally recognized program
SECTION 2		
23. Responsible Contractor History	None. Requesting feedback as to incorporation of County draft standards in HERCC recommendations.	Contractor shall disclose any cited or assessed penalties by CAL OSHA for "serious," "willful" or "repeat" violations of CSLB rules. Also by other states federal, air quality districts. Findings of violations, settlement agreements, Wage and Hour order, findings of violations on any provision of CA apprenticeship laws or regulations.
24. Responsible Employment Practices (REP) -- workers	None. Requesting feedback as to incorporation of County draft standards in HERCC recommendations.	Disclose whether workers are employees or independent contractors
25. REP -- business place	None. Requesting feedback as to incorporation of County draft standards in HERCC recommendations.	Must maintain permanent place of business that is not a personal residence.
26. REP -- vehicles	None. Requesting feedback as to incorporation of County draft standards in HERCC recommendations.	Must have company vehicle with proper company ID for transporting materials and equipment to and from job site.
27. Safety Training and Compliance	None. Requesting feedback as to incorporation of County draft standards in HERCC recommendations. Contractors required by state to provide ongoing safety trainings specific to home retrofit construction projects on a regular basis.	All on-site workers have completed an OSHA 10 hour safety course. All supervisory personnel overseeing retrofit projects have completed an OSHA 30 hour course.

July 21, 2010

Contractor Requirements	HERCC, CaliforniaFIRST, Energy Upgrade California, possibly PG&E (drafts)	Draft County Requirements
34. Renewal of Qualifications	None. Requesting feedback as to incorporation of County draft standards in HERCC recommendations.	Complete renewal application annually. Contractors who no longer score high enough, based on the preference point system will be moved off the list.
35. Point System and additional qualifications	None. Requesting feedback as to incorporation of County draft standards in HERCC recommendations.	<p>Preference given to contractors who demonstrate progress towards meeting additional criteria with an objective scoring system. Possibly selection of highest scoring contractors for participation (limited involvement). Points given on:</p> <ul style="list-style-type: none"> ○ Track record with Apprenticeship Programs ○ History of compliance with laws ○ Workforce with completed Environmental Hazard Awareness Course ○ Workers are employees not independent contractors ○ Compensation Package above Green Wage floor ○ Additional warranties beyond legal requirements ○ Additional safety certifications ○ Good safety record ○ Providing all tools that workers need ○ Certification as a State Certified Small Business Enterprise or Disabled Veteran Business Enterprise.
36. Additional agreements to code of conduct or agreements developed by ABAG and CA FIRST		Agree to abide by the standards (this list) as a condition of participation.

Acronyms:

IOU – Investor Owned Utility

CSLB – California State Licensing Board

REP – Responsible Employment Practices

BPI – Building Performance Institute

NABCEP – North American Board of Certified Energy Practitioners

CONTRACTOR SURVEY RESULTS

The contractor survey results show a difference between small businesses (defined as six or fewer employees) and medium to large businesses, (seven or more employees). The survey results are based on 15 small contractors and 15 medium to large contractors. Survey takers were asked the following question:

All of the following items are being considered by the County as part of the contractor requirements for participation in the County Energy Efficiency Programs. Homeowners would need to choose a participating contractor in order to access some new financing options provided by the County. Please rate these according to your level of comfort or concern with these items.

Draft County Contractor Requirements	Small Businesses (0-6 employees)	Med - Large Businesses (7+ employees)	All Construction Workers	Ranking in order of concern
Green Wage requirements (compensation package at a minimum \$20/hour for entry level staff and \$32/hour for more experienced workers.)	3.8	3.8	3.8	1
Hiring requirements (contractors hire entry-level workers from designated programs.)	4.38	3.9	4.12	2
Contractor required to maintain a permanent established place of business that is not a personal residence.	5.46	1.9	3.7	3
Company vehicles with proper identification required for transporting materials to and from work sites.	4.15	1.5	2.8	4
OSHA training requirements.	3.8	2.2	3.0	
Quarterly reporting to the County.	4.54	3.2	3.9	
Treating workers as employees rather than independent contractors.	2.9	2.1	2.5	
Providing all tools that are need to perform work.	2.9	2.3	2.6	
Providing additional warranties.	3.2	2.4	2.8	

The answers were weighted from one to six with six being "very concerned." The boxes and colors differentiate the ranking of the concerns, with not having a home office being number one for the small contractors and not an issue for the larger ones. Of

CONTRACTOR SURVEY RESULTS

the medium to larger businesses, 91% do not have offices in their homes; of the small businesses 91% do have home offices, so including this requirement will eliminate nine out of ten small contractors from participating. The major issue for all contractors is the requirement to have entry level hiring from designated programs. Most of the contractors - large, medium, or small - expressed some level of concern about the quarterly reporting.

As noted in the open ended answers of the survey, most businesses tend to hire from Craig's List, other web-based job lists, personal referrals or résumés on file. Some of the larger firms are union shops where the union assigns them. 40% of the respondents said that the County's hiring requirements would impact their business - their comments are quoted here.

Individual Responses from Medium to Large Businesses

- We will not be able to do business in Santa Clara County.
- This would put an undue burden on our crews. Based on our experience with other similar programs, for every one Workforce Employee we need to have two legitimately hired crew members. Because we can't afford them we would be put at an unfair disadvantage.
- Less control of to type of person hired.
- The preferred training programs are most likely going to crap - as they are new - as the laws and building requirements are in flux - people in general are not sure how this stuff is going to be
- In my business I need people who are cross trained and can do many different tasks; this requirement does not give me flexibility.

Individual Responses from Small Businesses

- This is an exclusionary requirement, which would give all the work to union shops. If tax dollars are used to fund this program based on graduation from a union program, it will not give work to the majority of the construction population.
- It isn't necessary for my roofer, my drywaller, my painter, my tile setter, etc. to have these certifications. 95% of my remediation projects are construction related based. The only certified individuals I need are my energy auditors, myself, (the general contractor) and my project manager. Everyone else are construction workers, mainly because we will sometimes will get other work not related to home performance, such as room additions, remodels, etc. and will need an employee that can do both. So imposing a rule that makes it so I have to have 100% certified employees simply is not practical.
- Very specialized work (cabinetry, cabinet refacing) requires specific skills. Plus we do some electrical & plumbing.
- Additional costs.
- Control!

CONTRACTOR SURVEY RESULTS

- The crew is held to very high quality standards and understands that quality and service is everything and the carefully screen and select who becomes part of the crew. They get it and the balance of power is very delicate.
- Extra training time. Extra bureaucratic work.
- I'm not opposed to hiring from these programs, but I would rather be given incentives to hire from them rather than punished for not doing so.

In general, all the businesses say that the types of jobs they do have changed (46%), workers are working less hours (50%), they have had to lay off workers (46%) and that jobs are more difficult to close (46%). One respondent noted that workers have taken a cut in pay and others have not had an increase for 18 months.

The smaller businesses have been hit harder by the economic downturn than the larger businesses. One third of the small businesses say that business is down from 20 – 50% and one quarter say it's down by over 50%. One quarter of the larger businesses saw a decline of 20 – 50% and only 8% saw a decline of over 50%.

Minimum Wages Contractors would pay		
	Small	Med - Large
Wages	\$10-\$15	\$10-\$15
Entry Level	\$16-\$20	\$16-\$20
Weatherization	\$26-\$30	\$16-\$30
Carpenter	\$26-\$30	\$21-\$25
Electrician	\$26-\$30	\$21-\$25
Plumber	\$21-\$25	\$21-\$25
Energy Auditor	\$16-\$20	\$16-\$20
Customer Service		

One place where there was not much difference between different size companies is in the average of what contractors would pay as a minimum wage. This table reflects straight pay, not the full compensation package.

Interestingly, smaller businesses reflected having more BPI and HERS certified staff than the medium-large businesses. These types of trainings will be part of the utility rebate requirements, so trained contractors are more poised to take advantage of the opportunities that Energy Upgrade California will offer.

Certified in: Small Med Large All

CONTRACTOR SURVEY RESULTS

BPI building analyst certification	6	3	8
BPI specialist certifications (i.e. HVAC)	2	1	2
BPI accreditation for businesses	2	1	3
HERS rater	3	2	4
HERS II rater	1	1	2
OSHA 10 hour safety course	0	5	4
OSHA 30 hour safety course	0	2	2
NATE	0	1	1
NABCEB	0	2	2
Green Building Training - Build It Green	4	3	8
Green Building Training - Other	4	5	8

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

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 Sue 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.

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 2010.

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

October 21, 2010

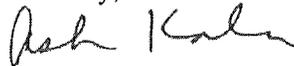
To SCCCA President David Casas and the Cities Selection Committee members:

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

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, Kansen 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

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: _____

Name: _____

Title: _____

Approved as to form:

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Name: _____

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City of San Jose

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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

From: lyris@swrcb18.waterboards.ca.gov [mailto:lyris@swrcb18.waterboards.ca.gov]
Sent: Tuesday, October 26, 2010 10:54 AM
To: Price, Lee
Cc: Valiela.luisa@epa.gov; Dale Hopkins
Subject: SF Bay Water Quality Improvement Fund RFP announcement

Dear Interested Parties,

This message is to share information on the availability of funding from U.S. EPA Region 9 to protect and restore San Francisco Bay and its watersheds. Please use the link below to find the open San Francisco Bay Water Quality Improvement Fund (SFBWQIF) Request for Proposals (RFP). Proposals will be due to EPA on January 28, 2011.

<http://www.epa.gov/region9/water/watershed/sfbaywqfund.html>

We are attaching the Fall 2010 Progress Report highlighting some of the 28 projects now underway using SFBWQIF funds. These projects leverage nearly \$12 million and involve 37 partners working to achieve tangible results for the toughest problems still facing the Bay --- wetlands and watershed restoration, legacy pollutants, urban runoff and climate change.

EPA is pleased to offer this opportunity to support projects that protect and restore the water quality of the San Francisco Bay and its watersheds. We encourage prospective applicants to read the RFP carefully as some sections differ from the previous RFPs. We have also updated the list of Frequently Asked Questions (FAQs) available at the weblink. If you have questions, please feel free to contact us as listed below. We encourage you to submit questions to us via email so that we can provide a more thorough answer and share this information with others through the FAQs.

Please forward this announcement to any other interested parties.

Contacts:

Luisa Valiela
Phone: (415) 972-3400
Email: valiela.luisa@epa.gov

Erica Yelensky
Phone: (415) 972-3021
Email: yelensky.eric@epa.gov

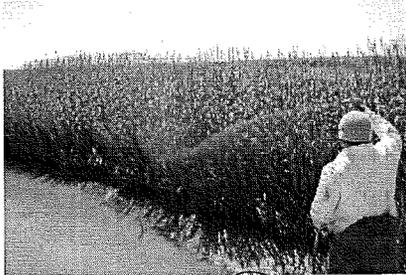


San Francisco Bay Water Quality Improvement Fund Progress Report, Fall 2010

During the last three decades, there have been notable successes in protecting the environmental health of San Francisco Bay. However, substantial environmental challenges remain. Congress has appropriated \$17 million since 2008 to EPA for a competitive grant program that leverages funds to protect and restore San Francisco Bay and its watersheds, known as the San Francisco Bay Water Quality Improvement Fund (SFBWQIF). To date, EPA has supported 28 projects with partners, and leveraged almost \$12 million to achieve significant environmental results related to wetlands, water quality, and green development. EPA will prepare progress reports and update our website to share project highlights, promote widespread implementation and publicize the availability of funding opportunities.

WETLAND RESTORATION

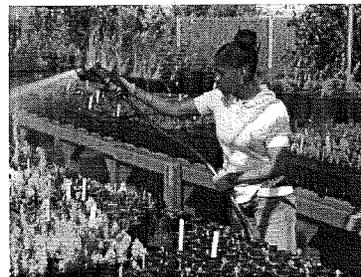
The San Francisco Bay Area is host to one of the largest tidal wetlands restoration efforts in the country. The following projects are building on the significant progress of the past two decades to protect what remains and to restore as much as possible of what has been lost.



Treating *Spartina* with herbicide in the South Bay.

- Protecting Mudflats: *Spartina alterniflora* has been smothering Bay mudflats, a key ecosystem that supports the base of the estuarine food chain with worms, crustaceans, and other invertebrates. SFBWQIF grant funding was a key piece of the multi-agency, multi-year effort to treat more than 150 acres of invasive *Spartina* with herbicides to recover the mudflats. Early results show the return of pickleweed and mudflats which can support the native assemblage of invertebrates, fish, and birds.

- Connecting Urban Communities with their Creeks: Helping urban communities reconnect with their nearby wetlands and waterways is key to restoring the health of San Francisco Bay. With the California State Parks Foundation, youth from the Bayview Hunters Point community of San Francisco have been propagating and replanting native vegetation at Yosemite Slough and Candlestick Point, as well as leading outreach activities in their community.
- Preventing Invasive Species: Biological invasions threaten the integrity of San Francisco Bay ecosystems. The Center for Research on Aquatic Bioinvasions is targeting *Littorina*, an invasive sea snail, because its distribution is currently low. This year scientists found only 17 *Littorina*, making it a likely candidate for eradication.
- Adapting for Climate Change: USGS scientists are studying sediment accumulation at the mudflat and tidal marsh of Corte Madera Creek to help preserve the flood retention benefits those wetlands provide. Results will be incorporated into an adaptive management plan for use by local governments in Marin County and around the Bay to reduce future shoreline flooding, and conserve and restore wetlands.



Propagating native plants at Candlestick Point State Recreation Area Nursery.

RESTORING WATER QUALITY

Total Maximum Daily Loads (TMDLs) are analyses of pollutant sources which drive action plans to restore water quality. Implementation of several San Francisco Bay TMDLs and watershed plans is underway for some of the most challenging water quality problems including sediment, mercury, PCBs, and pathogens.

- **Removing Legacy Pollutants:** San Francisco Bay is contaminated with many legacy pollutants, including PCBs and mercury which make their way to the Bay through stormwater runoff and other pathways. Fish and shellfish contaminated with PCBs and mercury pose health risks to both humans and wildlife. Bay Area stormwater agencies are accelerating PCB TMDL implementation in the watersheds surrounding the Bay. The Bay Area Stormwater Management Agencies Association and its partners will address pollutant sources through: (1) cleanup and abatement of contaminated sites; (2) removal of polluted sediment including retrofit of some urban runoff treatment facilities; and (3) risk-reduction program for Bay Area communities that eat Bay-caught fish.



Avocet bird egg being examined for mercury in the Don Edwards National Wildlife Refuge.

- **Cleaning Up Mercury:** San Francisco Bay is contaminated by mercury, in part due to mercury mining in the late 1800's in the Guadalupe River watershed of Santa Clara County. Two projects implement the Guadalupe River Watershed Mercury TMDL. High in the watershed in the old mining area, Santa Clara County Parks is removing mercury. In the lower watershed of the South Bay Salt Ponds, USGS is monitoring methylmercury bioaccumulation in water bird eggs.

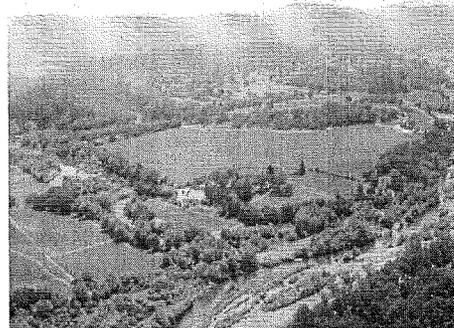


Soil sampling at former mercury mine, Santa Clara County.

- **Restoring the Napa River:** The Napa River once supported a healthy salmon and steelhead fishery. Excess sediment from building roads, grazing, agriculture, and urban runoff has filled the Napa River

and its tributaries causing a decline in salmon and their habitat. To improve stream habitat conditions and water quality, the California Land Stewardship Institute (CLSI) is working with farmlands and vineyards through the Fish Friendly Farming program. This year, CLSI added frost water conservation to the BMPs required of vineyards to be certified by this program.

- **Revitalizing Urban Creeks:** Many Bay Area streams are impaired by excess sediment. The Urban Creeks Council is providing technical assistance to urban and suburban creek-side landowners in Alameda, Contra Costa, and Marin Counties to decrease sediment loadings from streambank erosion.
- **Improving Richardson Bay Water Quality:** The pathogen TMDL for Richardson Bay identifies human health risks from recreational contact with Bay waters and shellfish harvesting. Sources identified include stormwater runoff, sewer overflows, and failing septic systems associated with houseboats and marinas. Marin County will reduce pathogens from all of these sources by



A fish-friendly farm with a healthy riparian stream corridor.

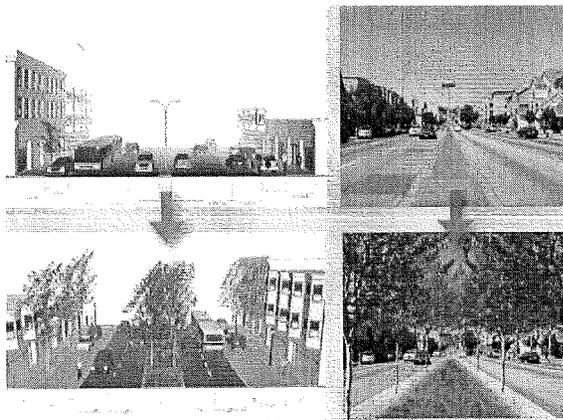
infiltrating stormwater through a restored riparian corridor, improving monitoring of its sewers, and developing an inspection program for sewer laterals related to houseboats and marinas.

- **Removing Trash:** Trash is a pervasive problem in San Francisco Bay and its watersheds which causes significant impacts to local aquatic life and the Pacific Ocean. Save the Bay's anti-trash campaign resulted in policy changes in various jurisdictions including San Jose's single-use plastic bag ban, Fremont's Styrofoam ordinance, and San Mateo County's polystyrene ordinance and ban on distribution of plastic and paper carryout bags at retail stores in unincorporated areas.

GREENING DEVELOPMENT

Greater linkage between land use and water quality is essential to improve the health of San Francisco Bay. There is growing recognition that green development methods, such as low impact development (LID) which uses natural hydrologic processes to treat polluted runoff, should become common practice. The following projects are helping communities develop the policies and technical expertise necessary to protect and restore San Francisco Bay.

- **San Francisco Green Streets:** San Francisco is implementing LID within its heavily urbanized jurisdiction. The block-long Newcomb Avenue project and the mile-long Cesar Chavez green infrastructure design will feature vegetated stormwater filtration, permeable parking spaces, tree plantings, and traffic calming. These projects will be important showcases to foster broader application of LID in San Francisco and other municipalities.
- **Fremont and Richmond Stormwater Innovations:** The cities of Fremont and Richmond are piloting small and large scale stormwater treatment projects, respectively, in heavily urbanized areas to improve water quality in the Bay. Fremont's tree-well filters and Richmond's pilot diversion of high flows to a treatment plant will demonstrate economically viable and locally feasible LID approaches.
- **Alameda County Green Solutions:** Conversion of impervious to pervious land in urbanized settings is a desirable approach to retain and filter stormwater runoff. Community Conservation Solutions is analyzing potentially suitable public lands in Alameda County to treat small and large volumes of urban runoff by "slowing, sinking, and spreading" it.
- **LID'ing the Way:** Multi-media approaches are needed to share the success of LID projects around the Bay Area. The San Francisco Estuary Partnership has produced several podcasts on "green streets" and LID which can be viewed at <http://www.sfestuary.org/podcast/>.



Design schematics for the Cesar Chavez Pilot LID project.

FOR MORE INFORMATION

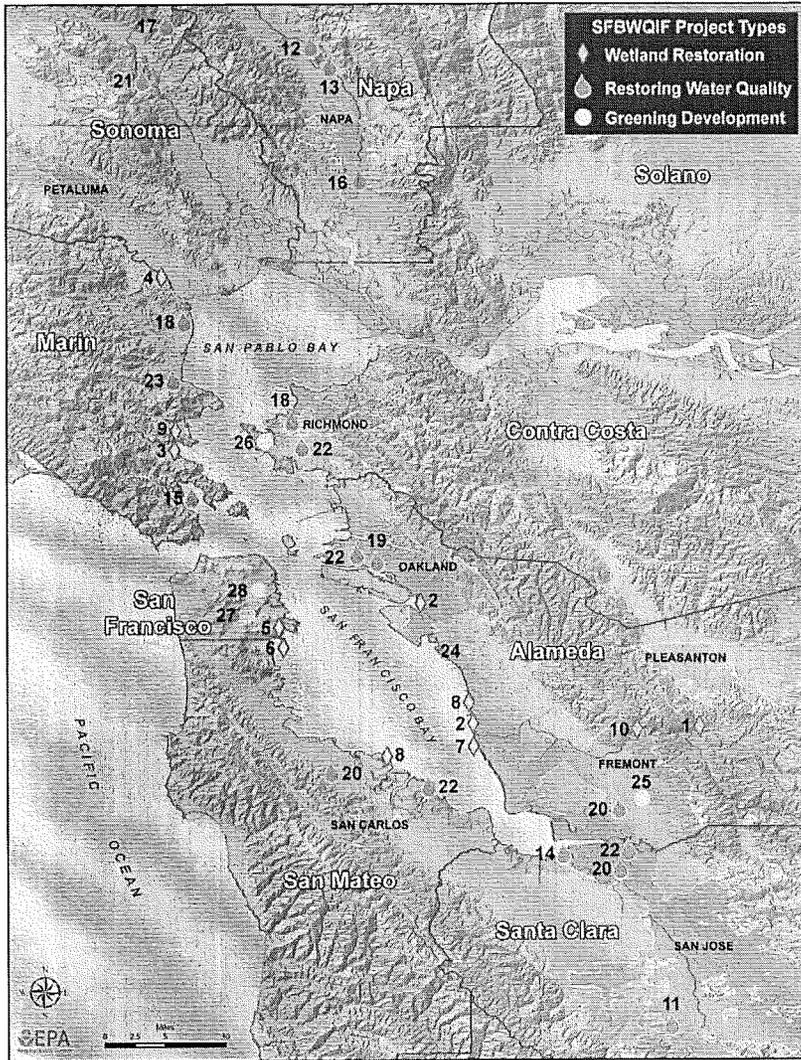
Visit <http://www.epa.gov/region9/water/watershed/sfbaywqfund.html>.

Contact: Luisa Valiela
Program Lead
Phone: (415) 972-3400
Email: valiela.luisa@epa.gov

Contact: Erica Yelensky
Outreach Coordinator
Phone: (415) 972-3021
Email: yelensky.eric@epa.gov

US EPA Region 9 (WTR-3), 75 Hawthorne San Francisco, CA 94105

San Francisco Bay Water Quality Improvement Fund Projects, Fall 2010



	Project
1	Stream Management Program for Landowners
2	Shoreline Habitat Restoration
3	Climate Change Adaptation Plan, Corte Madera Wetlands
4	Bahia Restoration & Revegetation Project
5	Yosemite Slough Wetlands Restoration
6	Yosemite Slough Community Involvement Project
7	Invasive Spartina Removal
8	Littorina Eradication Project
9	Eelgrass Habitat Restoration
10	Stonybrook Creek Bank Stabilization
11	Senador Mine Erosion Control
12/13	Implementing Napa Sediment TMDL: Fish Friendly Farming
14	South Bay Salt Ponds Mercury Monitoring Project
15	Implementing Richardson Bay Sediment / Pathogen TMDLs
16	Implementing Napa Sediment / Pathogen TMDLs
17	Implementing Sonoma Sediment / Pathogen TMDLs
18	Bay Area Stream Channel Restoration Design Curves
19	SFEP Public Outreach
20	Keep It Clean- Trash Reduction in the Bay
21	Implementing Sonoma Sediment and Pathogen TMDLs
22	Implementing SF Bay PCB TMDL
23	GIS tracking of TMDL implementation
24	Mapping Impervious Surfaces in Alameda County
25	Fremont Tree Well Filter Project
26	North Richmond Stormwater Diversion Pilot Project
27	Newcomb Avenue LID Model Project
28	Cesar Chavez Street Green Infrastructure Project

Many projects take place in several locations. Points represent approximate project locations.

SFBWQIF has supported 28 on the ground projects, leveraged nearly \$12 million and involved 37 partners.

San Francisco Bay Water Quality Improvement Fund Partners

Alameda County Flood Control and Water Conservation District · Association of Bay Area Governments · Bay Conservation and Development Commission · California Coastal Conservancy · California Land Stewardship Institute · California State Parks Foundation · CCPuede · Center for Research on Aquatic Bioinvasions · City and County of San Francisco · City of Fremont · City of Oakland · City of Richmond · City of San Carlos · City of San Jose · Community Conservation Solutions · Contra Costa Flood Control District · Friends of the Urban Forest Marin Audubon Society · Marin County Department of Public Works · Marin Municipal Water District · Napa County Resource Conservation District · North Bay Watershed Association · Plant SF · Resources Legacy Fund · San Francisco Estuary Institute · San Francisco Estuary Partnership · San Francisco Public Utilities Commission · Santa Clara County Parks · Save the Bay · San Francisco Department of Public Works · Sonoma Ecology Center · Southern Sonoma County Resource Conservation District · Urban Creeks Council · Waterways Restoration Institute

EPA will continue to update project successes and funding information on our website:
<http://www.epa.gov/region9/water/watershed/sfbaywqfund.html>.

T-Mobile

PUBLIC RECORD e

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

October 21, 2010

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

RECEIVED
San Jose City Clerk
2010 OCT 28 P 4: 08

**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. SF24664E**

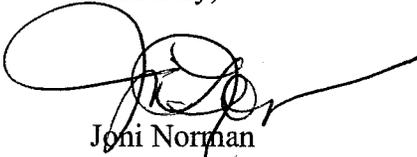
This letter provides the Commission with notice pursuant to the provisions of General Order No. 159A of the Public Utilities Commission of the State of California (CPUC) that with regard to the project described in Attachment A:

(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

October 21, 2010

Page 2 of 2

ATTACHMENT A

1. Project Location

Site Identification Number: SF24664E
Site Name: In front of 259 Meridian
County: Santa Clara
Assessor's Parcel Number: Public ROW, in front of 421-07-030
Latitude: 37° 19' 27.98" N
Longitude: 121° 54' 49.90" W

2. Project Description

Number of Antennas to be installed: Three (3) Panel, One (1) GPS
Tower Design: Proposed Utility Pole
Tower Appearance: Antennas on pole extension, behind radome
Tower Height: 60'10"
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 St. San Jose, CA 95113
--	--	---

4. Land Use Approvals

Date Zoning Approval Issued: October 19, 2010

Land Use Permit #: Special Major Utility Excavation Permit No. F10040



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

October 21, 2010

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. SF24662D**

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 Director, 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: SF24662D
Site Name: Pole Cap Charlotte
Site Address: In front of 5018 Charlotte Avenue
County: Santa Clara
Assessor's Parcel Number: Public ROW, in front of 421-09-060
Latitude: 37° 15' 01.7" N
Longitude: 121° 56' 22" 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: 67'
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. F10041

T-Mobile

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

October 21, 2010

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

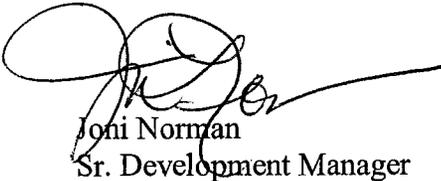
**RE: T-Mobile West Corporation as successor in interest to Omnipoint Communications, Inc. d/b/a T-Mobile (U-3056-C).
Notification Letter for T-Mobile Site No. SF15063C**

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: SF15063C
Site Name: Pole Cap Olmo
Site Address: Side Yard of 1005 Olmo Court
County: Santa Clara
Assessor's Parcel Number: Public ROW, in front of 377-01-050
Latitude: 37° 18' 37.20" N
Longitude: 122° 00' 16.08" 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: 53.2
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 19, 2010

Land Use Permit #: Special Major Utility Excavation Permit No. F10044

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

PUBLIC RECORD h

RECEIVED
San Jose City Clerk

2010 OCT 22 P 3: 59

VIA HAND DELIVERY

October 22, 2010

Ms. Helene I. Popenhager
Foreperson
2010-2011 Santa Clara County Civil Grand Jury
191 North First Street
San José, CA 95113

Re: Did CPLE MISREPRESENT the "SCOPE OF WORK" under terms of "Research Agreement"?

The City of San José has entered into a "Memorandum of Understanding" with the Consortium for Police Leadership in Equity (herein CPLE) on September 29, 2010.

Enclosed for your perusal is a complete copy of said "Research Agreement" between CPLE and the City of San José.

The San José City Council continues to "censor" from the "Public Record" a report entitled;
"Safe Because We Are Fair – How Cross-Deputization Undermines Police Officer and Community Safety"

This report was published by a principal of CPLE during the [September 16, 2010 Public Safety Finance Strategic Support Committee meeting, Item d (1)].

Citizens are not aware of this report; the implications contained therein, the ability to voice informed opinion as to whether or not the use of taxpayer resources via the San José Police Department should be used to further a well documented and focused political agenda that is to their detriment.

I assert, significant San José Police Department resources are being used to support the well stated political objectives stated in the aforementioned CPLE report which appear to be a Material Misrepresentation with reference to the recitals set forth in the "Research Agreement's SCOPE OF WORK".

I sincerely believe that corrupt influences to the legislative process have been at play for some time as a direct and proximate cause of decisions and related activities, emanating from the relationship between the San José City Council with CPLE.

Respectfully submitted,

David S. Wall
10.22.10

///
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///

**Cc: Mayor Reed and City Council
City Attorney / City Auditor / City Manager / SJPOA**

ORIGINAL

9/29/9
8.2

RESEARCH AGREEMENT

This Research Agreement ("Agreement") is made and is effective this 29th day of Sept, 2009 ("Effective Date") between the CITY OF SAN JOSE, a municipal corporation ("CITY"), on behalf of the San Jose Police Department ("SJPD"), and THE REGENTS OF THE UNIVERSITY OF CALIFORNIA on behalf of its Los Angeles Campus ("UCLA"), sometimes referred to below as "Parties."

RECITALS

WHEREAS, UCLA has developed the Consortium for Police Leadership in Equity (CPLE), a research institute designed to advance the state of knowledge in the field of law enforcement on issues of sociological and psychological dynamics in law enforcement agencies and in police/community relations; and

WHEREAS, SJPD has a need for expert services with regard to the work outlined in Section 2 of this Agreement, and at the same time desires to support research at UCLA to advance the accumulation of unique data in the field and to use the research to improve police practices and police/community relations in the City of San Jose, and

WHEREAS, UCLA, through CPLE will conduct the specific research as detailed in Section 2 of this Agreement;

NOW, THEREFORE, CITY and UCLA hereby agree to the above Recitals, and as follows:

1. TERM AND TERMINATION

The obligations under this Agreement shall commence September 29th, 2009 and shall continue until terminated by either party in accordance with the terms of the Agreement. Either party may terminate the Research Agreement at any time upon sixty (60) days' written notice to the other party, in accordance with the provisions of Section 10.

Notwithstanding the foregoing, the rights and obligations in this Agreement with respect to (i) Article 5 [Confidential Data], (ii) Article 8 [Publication], (iii) Article 9 [Indemnity] and (iii) Article 15 [No Third Party Rights] shall survive the termination date of this Agreement.

2. SCOPE OF WORK

UCLA will conduct the following tasks:

2.1 Conduct research with the goal of determining the existence or absence of racial/ethnic bias in SJPD's officers' decision to contact and/or arrest individuals. This research will be conducted with a particular focus on comparing so-called "discretionary" stops (e.g. public intoxication arrests, resisting arrest, and disturbing the peace arrests) vs.

so-called "nondiscretionary" stops. This will require access to broad categories of arrest data, which SJPD agrees to provide.

2.2 Similar analyses of use of force and victims of crimes among major demographic groups in the City will also be conducted. This data will allow the CPLE research team to investigate aggregate trends and group-based disparities as well as the role of officer-level discretion and/or bias in producing these outcomes. CPLE researchers will be permitted to measure psychological factors of officers who consent to participate in research. These psychological factors may include, but shall not be limited to, measures of officer racial bias, concern with appearing prejudiced, insecure masculinity, anti-Black and anti-Latino dehumanization, and attribution patterns for non-White residents. These data may then be paired with consenting individual officer suspect stops and use of force histories.

2.3 Conduct research on factors that potentially exacerbate any observed inequalities in treatment and outcomes. Specific focus will be on officer and suspect racial phenotypic stereotypicality, expectations of hyper-masculine responses (by one's self and other), and actual hyper-masculine responses on police-community interactions. Using arrest records, booking photographs, and experimental designs, designated CPLE researchers will assess the role of racial phenotype, expectations of masculine displays, and actual masculine displays in the creation of racial inequality.

2.4 Assess SJPD's current police department statistical data reports and data archiving practices. CPLE will advise SJPD on recommended formats for collecting and presenting data to the public, SJPD and CITY. Formatting can be used for future reports to ensure clear communication about equity issues with the public and CITY.

2.5 Conduct research with the goal of ensuring positive communication between the racially and ethnically diverse communities of San Jose and the SJPD.

All research will be conducted at the highest professional standards of each researcher's academic discipline, with the goal of translating that research into knowledge and practice that is useful for SJPD and CITY.

3. DELIVERABLES

Quarterly updates will be delivered in person or by way of a written report provided to the SJPD.

4. CONSIDERATION

UCLA undertakes these commitments in exchange for the value of access to data concerning police work, data which are understood to be valuable in the advancement of research into law enforcement and community standards.

5. ASSURANCE OF CONFIDENTIALITY

5.1 Access to Confidential Data

The parties acknowledge and agree that a fundamental component of this Agreement is the access of UCLA researchers to confidential and sensitive data maintained by SJPD, to be referred to as "Confidential Data." These data include, but are not limited to, personnel records and Internal Affairs investigation records that are statutorily confidential under California Penal Code Sections 832.7 and 832.8, but shall also extend to police investigation records that have not been disclosed to the public and are exempt from disclosure under California Government Code Section 6254, et seq. Only persons authorized in writing by UCLA who are CPLE researchers shall have access to Confidential Data. UCLA shall be responsible for providing CITY with a written list of researchers who are authorized to access Confidential Data. The parties acknowledge and agree that certain records, files and data which UCLA researchers will be allowed to access are necessary to the performance of UCLA's obligations to SJPD under this Agreement and will be confidential. These materials will be labeled "Confidential Data" before they are sent to UCLA, or before UCLA researchers are given access to the data. These confidential data are not subject to disclosure to any third party as they are protected by, *inter alia*, the self-critical analysis privilege, HIPAA, the Peace Officers Bill of Rights, California Penal Code Sections 832.7 and 832.8, the California Public Records Act – California Government Code Section 6254(f) and (k), and federal and state constitutional rights of privacy. The sharing of these designated Confidential Data by SJPD with UCLA researchers shall not be deemed a waiver in any way of SJPD's otherwise valid claim of confidentiality of the Confidential Data, including any applicable exemption under the California Public Records Act.

5.2 Definition of Confidential Data

Confidential Data may include, but may not be limited to the following records and information contained therein:

1. Officer internal affairs files
2. Aggregate departmental crime statistics when associated with departmental data on racial bias.
3. Officer personnel files
4. Officer performance evaluations
5. Citizen complaints (in the aggregate and against specific officers)
6. Notes and recordings of confidential interviews with officers, other employees, community members, suspects, etc.
7. Confidential survey data containing personally identifiable information from officers or community members
8. Surveys or other psychological measurements taken from officers
9. Researcher correspondence and notes derived from other Confidential Data
10. Researcher unpublished opinion that would reveal other Confidential Data
11. Any other records or other data containing personal information and personally identifiable data, that the parties so designate as they work together to carry out the terms of this Research Agreement.

5.3 Treatment of Confidential Data

If either party discloses Confidential Data to the other party, the disclosing party will designate this information as confidential by appropriate legend or instruction established by SJPd and UCLA shall:

- (a) Use the same degree of care to maintain the secrecy of the Confidential Data as it uses to maintain the secrecy of its own information of like kind.
- (b) Use the Confidential Data only to accomplish the purposes of this Agreement and subject to management and audit review by CITY.

5.4 Cooperation in Resisting Disclosure of Confidential Data: The parties further acknowledge and agree that they will each cooperate with the other and will maintain the confidentiality of all data that SJPd or any of its officers or employees provides to UCLA researchers. UCLA researchers will apply for a Certificate of Confidentiality (COC) from the National Institutes of Health (NIH) to provide protection against compulsory disclosure of research data through subpoenas or court orders.

UCLA will object to any attempt by a third party to obtain any of the data listed above from UCLA, including demands or requests made by way of subpoena or public record request and will give notice to SJPd within 72 hours of any request for such data in order to allow SJPd to assert any objections to production on its own behalf and to otherwise participate in any proceeding concerning the production of Confidential Data. UCLA shall tender to and provide CITY with a reasonable opportunity to accept tender of the defense of the litigation in the event that litigation ensues as a result of UCLA's assertion of an objection to the release of Confidential Data in compliance with this Agreement. In the event that CITY does not accept tender of the defense of the litigation, CITY shall bear UCLA's costs of such litigation including, but not limited to, attorneys' fees and litigation support costs.

The parties further acknowledge and agree that the primary purpose of these provisions pertaining to Confidential Data is for the protection of the privacy of individual officers providing information to researchers working under this Agreement and the Agreement shall be construed as far as possible to achieve that purpose. The informed consent UCLA may receive from individuals participating in this research may restrict the release of personally identifiable information to any party, including SJPd. The UCLA Institutional Review Board (IRB) will determine the language of the informed consent as part of its review of each project undertaken in conjunction with this Agreement. CITY shall be provided with advance written notice of the language of the informed consent and shall be provided with an opportunity to comment upon such language.

6. COOPERATION IN PROVISION OF ACCESS TO CONFIDENTIAL DATA

The parties commit to work together, in good faith, to provide UCLA researchers confidential access to all records necessary to conduct the research contemplated in section 2, above to the extent consistent with CITY'S policies and statutory obligations. SJPd will work with UCLA to request voluntary, informed consent and waivers from

individual officers and civilian employees regarding these individuals' personal data to allow for UCLA researchers access to Confidential Data.

The parties further commit to work together, in good faith, to make officers available for research by way of survey, interview and examination. SJPD shall work with UCLA researchers towards obtaining the consent of individual officers for the officers' participation in research studies. SJPD shall advertise research study sessions to officers, shall facilitate UCLA researcher communication with officers regarding study sessions and shall allow reasonable on-duty time for officers to participate in research study sessions. SJPD shall instruct managers and supervisors within the Department to assist in advertising the research study sessions to those they supervise.

7. DEDICATED LIAISON

SJPD shall designate a manager with the rank of Lieutenant or above with the authority to communicate directly with the Chief of Police, to act as a liaison with UCLA researchers. The Liaison will coordinate research efforts between the Department and UCLA researchers, and assist the researchers in understanding and navigating the Department and the San José community. SJPD will consult with Executive Director of the UCLA CPLE, prior to appointing this liaison in order to receive UCLA's input on the skills and knowledge base a candidate for this position ought to possess.

8. PUBLICATION, PUBLICITY, AND OWNERSHIP OF DATA

8.1 Publicity: Both SJPD and UCLA agree to treat this research and each other's participation in this research with discretion. Specifically, SJPD and UCLA agree that their management will communicate with each other when a press query is made of management with regard to the research and shall, to the extent permissible, consult with one another before making statements to the press regarding the research. Neither party will use the name, trade name, trademark or other designation of the other party in connection with any products, promotion, advertising, press release, or publicity without the prior written permission of the other party.

8.2 Exclusive Authority Over Publication and Publication Contents: Subject only to the requirements of this Agreement and state and federal law governing the privacy of the data used in its research, UCLA researchers shall be free to publish the results of their research in their exclusive discretion and as they see fit without approval of or interference by SJPD or anyone associated with SJPD.

8.3 SJPD Right to Advance Notice of Research Findings: Notwithstanding the foregoing, UCLA researchers shall give SJPD no less than 30 calendar days' notice prior to submitting any of their research findings for publication to allow the SJPD an opportunity to protect confidential data. Such notice shall be in writing in accordance with the provisions of Section 10 below and may be in the form of the proposed publication itself or in the form of a written summary of the publication that shall, at a minimum, accurately describe the nature and substance of any conclusions reached by UCLA researchers arising from research undertaken pursuant to this Agreement. Within 30 calendar days of receiving the notice contemplated in this

paragraph, SJPD may request that any publication of this research in a scholarly journal mask the identity of SJPD as the agency in which this research was conducted.

Any report resulting from research obtained under this Agreement shall be deemed a confidential management report and will not be released by the Department to the public or the press within this 30-day review period without written authorization from UCLA. The initial study to be published from research obtained under this Agreement shall have either Phillip Atiba Goff or Tracie Keese as authors, but authorship of results of the research will be determined in accordance with academic standards and custom. Proper acknowledgment will be made for the contributions of each party to the research results being published.

Ownership of Research Data: Except as provided herein, UCLA retains ownership of all data collected in the course of the research undertaken pursuant to this Agreement and shall retain all rights to publish scholarly works using any of these data, subject only to the requirements of this Agreement and federal and state law regarding privacy and the treatment of Confidential Data. Confidential Data that contain personal identifiers of individual officers, civilian employees, or persons whose names appear in investigation records shall remain in the sole and exclusive ownership, custody, and control of CITY and SJPD.

9. INDEMNIFICATION AND MUTUAL DEFENSE

INDEMNIFICATION

In lieu of and notwithstanding the pro rata risk allocation that may otherwise be imposed between the parties under Government Code Section 895.6, or any other statute, regulation or rule that may otherwise affect the terms of this Agreement, the parties agree that all losses or liabilities incurred by a party shall not be shared pro rata but instead agree to the following:

A. Claims arising from sole acts or omissions of UCLA: UCLA agrees to defend and indemnify CITY, its agents, officers and employees (referred to collectively in this section as "CITY") from any claim, action or proceeding against CITY, arising solely out of the acts or omissions of UCLA in the performance of this Agreement. At its sole discretion, CITY may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve UCLA of any obligation imposed by this Agreement. CITY shall notify UCLA promptly of any claim, action or proceeding and cooperate fully in its defense.

B. Claims arising from the sole acts or omissions of CITY: CITY agrees to defend and indemnify UCLA, its agents, officers and employees (referred to collectively in this section as "UCLA") from any claim, action or proceeding against UCLA, arising solely out of the acts or omissions of CITY in the performance of this Agreement. At its sole discretion, UCLA may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve CITY of any obligation imposed by this Agreement. UCLA shall notify CITY promptly of any claim, action or proceeding and cooperate fully in its defense.

C. Claims arising from concurrent acts or omissions: UCLA agrees to defend itself and CITY agrees to defend itself, from any claim, action or proceeding arising out of the concurrent acts or omissions of UCLA and CITY. In such cases, UCLA and CITY agree to retain their own legal counsel, bear their own defense costs, and waive their right to seek reimbursement of such costs except as provided in paragraph E below.

D. Joint defense: Notwithstanding paragraph C above, in a case where UCLA and CITY agree in writing to a joint defense, UCLA and CITY may appoint joint defense counsel to defend the claim, action or proceeding arising out of the concurrent acts or omissions of UCLA and CITY. Joint defense counsel shall be selected by mutual agreement of the UCLA and CITY. UCLA and CITY agree to share the costs of such joint defense and any agreed settlement in equal amounts, except as provided in paragraph E below. UCLA and CITY further agree that neither party may bind the other to a settlement agreement without the written consent of both UCLA and CITY.

E. Reimbursement and reallocation: Where a trial verdict, or neutral third party in an arbitration award allocates or determines the comparative fault of the parties, UCLA and CITY may seek reimbursement or reallocation, or both, of defense costs, settlement payments, judgments and awards, consistent with such comparative fault.

10. NOTICES

Any notice, consent or correspondence shall be effective only in writing personally delivered with an executed acknowledgement of receipt or deposited in the US mail, certified, postage prepaid and addressed as follow:

To University:

For Programmatic Issues:

Executive Director CPLE
address

For contractual Issues: Kim Duiker

Contract and Grant Officer
Office of Contract and Grant Administration
11000 Kimross Avenue, Suite 102
Box 951406
Los Angeles, CA 90095-1406

To SJPD:

Robert Davis
Chief of Police
San Jose Police Department
201 West Mission Street, Room 200
San Jose, CA 95110

11. INDEPENDENT CONTRACTOR

It is understood and agreed that UCLA and its researchers, in the performance of the work and services agreed to be performed by UCLA, shall act as and be an independent

contractor and not an agent or employee of CITY; and as an independent contractor, UCLA shall obtain no rights to retirement benefits or other benefits which accrue to CITY's employees, and UCLA hereby expressly waives any claim it may have to any such rights.

Neither UCLA nor anyone employed by UCLA will be, represent, act, or purport to act as, or be deemed to be, the agent, representative, employee, of CITY. Neither will CITY nor anyone employed by it be, represent, act, or purport to act as, or be deemed to be, the agent, representative or employee of UCLA. Neither CITY nor UCLA has authority to make any statement, representation, or commitment of any kind or to take any action binding upon the other party without the other party's prior written authorization.

12. COUNTERPARTS

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Facsimile, Portable Document Format (PDF) or photocopied signatures of the Parties will have the same legal validity as original signatures.

13. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all prior written or oral agreements or understandings with respect thereto.

14. MODIFICATIONS; WAIVER

No amendment or modification of this Agreement will be valid or binding upon the parties unless made in writing and signed by each party. Failure by a party to enforce any rights under this Agreement will not be construed as a waiver of such rights nor will a waiver by a party in one or more instances be construed as constituting a continuing waiver or as a waiver in other instances.

15. NO THIRD PARTY RIGHTS

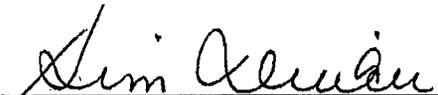
This Agreement is solely for the benefit of UCLA and CITY. This Agreement is not intended to and does not create any cause of action, claim, defense or other right in favor of any party who is not signatory to this Agreement.

16. ASSIGNABILITY.

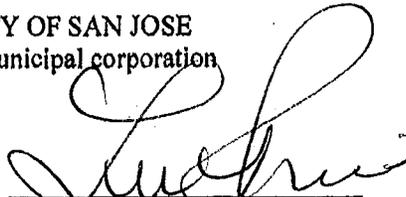
The parties agree that the expertise and experience of UCLA, and the researchers at CPLA are material considerations for this Agreement. UCLA shall not assign or transfer any interest in this Agreement nor the performance of any of UCLA's obligations hereunder, without the prior written consent of CITY, and any attempt by UCLA to so assign this Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect.

IN WITNESS WHEREOF, the parties have executed this Research Agreement as of the Effective Date.

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA on behalf of UCLA:

By: 
Kim Duiker
Contract and Grant Officer
Office of Contract and Grant
Administration

CITY OF SAN JOSE
a municipal corporation

By: 
Lee Price, MMC
City Clerk

On behalf of the
SAN JOSE POLICE DEPARTMENT:

By: 
Robert L. Davis
Chief of Police

APPROVED AS TO FORM:


Carl B. Mitchell
Senior Deputy City Attorney

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

PUBLIC RECORD 1

RECEIVED
San José City Clerk

2010 OCT 26 P 4: 26

October 26, 2010

The Office of the Commissioner of Baseball

Allan H. (Bud) Selig, Commissioner
245 Park Avenue, 31st Floor
New York, NY 10167

Re: For the "Love of the Game" support and protect the Minor Leagues, especially the San José Giants!

Major League Baseball owes an obligation of support for the Minor Leagues.

The San José Giants should be thanked over and over again by San José City Council.

Exhibiting callus disrespect, the San José City Council could care less about the San José Giants.

But, the San Francisco Giants continue to rely on former San José Giants to win the World Series.

Dateline: Tuesday (10.26.10), San José, California

Clear sunny days and cold starry nights pretty much describes the fall weather in the bay area this time of year and the weather will be absolutely perfect for Game #1 of the World Series between the Texas Rangers and the San Francisco Giants.

Some Dreams come true.

As the "Boys of October" are reminiscing on achieving their wildest childhood dreams of playing professional baseball and to be playing in the World Series these "dreams" are not just relegated to the players. Everyone who has "played catch with their dad", hit their "first ball" or in my case as a kid; catching a fly ball after it bounced off my head, knocked me to the ground and came to rest on my belly, the World Series, baseball, refreshes those dreams as if they happened only a few moments ago.

Mr. Commissioner, as "gatekeeper of these dreams", it is your job to protect and ensure such dreams are repeated year after year. You understand more than anyone just how important that baseball is to our national psyche and what steps are to be taken to preserve, grow and sustain baseball for the next generation.

Protect and nourish the Minor leagues, especially the San José Giants.

You might want out check out the roster of the San Francisco Giants and make inquiries as to how many San José Giants are playing in the World Series. The same inquiries should be made of the Texas Rangers' roster and their respective Minor League team.

The Minor Leagues need MLB's protection because they are threatened by the greed and avarice of a rogue Major League Baseball owner who wants to move his team to San José as cheap and dishonest local politicians continue to lick your boots clean to persuade the same. Think about this as the first pitch is thrown.

Everyone should be thankful to God we live in the United States of America, thankful that baseball is our national pastime, where we celebrate baseball in freedom, as some dreams come true.

Respectfully submitted and **FEAR THE BEARD!**

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


David S. Wall
10.26.10

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

RECEIVED
 San Jose City Clerk

2010 OCT 28 P 12: 58

October 27, 2010

The Office of the Commissioner of Baseball

Allan H. (Bud) Selig, Commissioner
 245 Park Avenue, 31st Floor
 New York, NY 10167

Re: Former San José Giants, now San Francisco Giants taste victory in Game #1 of 2010 World Series!

For the "Love of the Game" protect the Minor Leagues, support the San José Giants!

Is San José City Council making "a deal with the Devil" to influence Oakland Athletics' move?

Dateline: Thursday (10.27.10), San José, California

The weather for Game #2 of the World Series between the Texas Rangers and the San Francisco Giants might get a little damp tonight, but the players and the fans won't melt.

Yesterday, Wednesday (10.26.10) at the Rules and Open Government Committee meeting, a citizen spoke and asked questions why the City of San José does not thank the **San José Giants** for their contributions to the city and if they were aware that former **San José Giants** are playing in the World Series. Only one Councilmember gave a "thumbs up" to the **San José Giants**, mainly because the Municipal Stadium which is home to the **San José Giants** is located in her Council District 7.

Now behind the scenes, several San José leaders do not want the Oakland Athletic (herein A's) deal to go through. One reason is that some are afraid. It is their belief that the deal that Mayor Reed and other Councilmembers are conjuring with the A's and MLB, is nothing short of making a deal with the Devil. And outside of the movies, where a person can beat the Devil and end up with the pot of gold, in the real world, once the details of the deal with the Devil are finally made known, anyone who made the deal with the Devil is sure to be put on a spit, lathered up with some sauce and slowly turned over a hot fire for quite a long time.

Speaking of good barbeque, are you aware the San José Giants have the best barbeque feed in town?

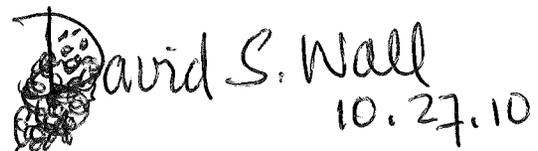
Now of course the barbeque fare doesn't include well basted politicians, MLB owners, or even anyone from your office, but it might some day. San José politics lends itself to be very inclusive of hoisting deviant behaviors on just about everybody depending on and how the winds of corruption do so blow. For example, preferential treatment is currently given to foreign nationals who are in our country illegally to such an extent that the City Council has contracted with a psychological political firm to determine that public and police officer safety is jeopardized if illegal aliens are arrested and held for federal immigration authorities. A copy of the report, "Safe - Because We Are Fair" is included with this letter.

Mr. Commissioner, it is fair to ask, "What does the aforementioned have to do with baseball, especially protecting the **San José Giants**?" Well, if a city government will sell out; the **San José Giants**, the San José Police Department, our nation, and the taxpayers during a time of war; what does this say about their decision making abilities with relation to participating in America's favorite pastime?

The Devil always has extra spits and plenty of sauce on hand. Also, the fires are always lit. But, for now...let's focus on Game #2, protecting the Minor Leagues and the **San José Giants**.

Respectfully submitted and FEAR THE BEARD!

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

 David S. Wall
 10.27.10

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

RECEIVED
San Jose City Clerk

October 27, 2010

2010 OCT 28 P 12: 56

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 Monday morning (10.25.10), 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 1004 hours and found twenty one (21) stolen and abandoned shopping carts. *A 16 % decrease as to the number of stolen and abandoned shopping carts from last week is hereby recorded.*

The “perennial garbage pile” (PGP) has been reduced. The Department of Transportation (DOT) showed up today. They had several “prisoners” assigned to the DOT employee to perform “public service work” in this instance, to pick up the garbage. I was told they only pick up the garbage to the point of the railroad crossing control box. Of course this did not include the refuse associated with the “latrine” that is immediately behind the railroad crossing control box. Oh well, at least some of the garbage was picked up.

The “perennial growing debris field” (PGDF) along the northbound railroad tracks continues to grow, as one would expect. Vagrant habitat ensures a variety of indicators that society is in the throngs of decay. Another poignant indicator of societal decay is the absence of leadership from City Hall to have a well designed and implemented “Vagrant Management Program (VMP).

The travel trailer, “*The Golden Falcon*” CA # JT 9621 is still located at the NE corner of Horning Street @ N. 10th Street, again. A “fifth wheel” trailer also is still on NW N. 11th Street @ Madera Street. Parking Compliance was on scene today and was already aware of the issue.

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

Mi Pueblo (4), “Unmarked” (3), Target (2), FoodMaxx (2), Costco (1), Smart and Final (1), CVS (1), Home Depot (1), OSH (1), Long’s (1), Cactus Low Carb Superstores (1), Thien Thanh Supermarket (1), 99 Ranch Markets (1) and Pacific Fire Safety (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**”, in my opinion, is a housing project on the SW corner of N. 10th Street @ E. Hedding Street. This housing project is but one indicator of how his Honor, “stabbed the Japan Town Neighborhood in the back”. The housing project was first noticed to Japan Town neighbors as a “market rate-private ownership housing project”. As the project faced some financial considerations where the developers could make guaranteed money by changing the designation to very low income rentals, out came “Sam’s knife” and more illegal alien, other social miscreants of unknown etiology and gang banger habitats are sure to follow. When the moniker of the project was so changed, the result; severely wounded Japan Town residents with a knife in their backs, blight, congestion, trash, noise, crime, reduced property values, and a taxpayer subsidized slum for a once historically beautiful and pride filled neighborhood.

Respectfully submitted,

David S. Wall
10.27.10

Cc: City Attorney / City Auditor / City Manager

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

RECEIVED
San Jose City Clerk

2010 OCT 28 P 12: 56

October 27, 2010

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

Re: Consortium for Police Leadership in Equity's Report: "Safe Because We Are Fair".

For several weeks now I have tried to inform YOU and the public via the City of San José's "Public Record". I do not know the reason why "someone" unbeknownst me in City government has chosen to forbid posting this document on the city's web site.

The Consortium for Police Leadership in Equity report, "Safe Because We Are Fair" has a significant problem in that

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"Safe Because We Are Fair"

How Cross-Deputization Undermines
Police Officer and Community Safety

A Report Issued by:
The Consortium for Police Leadership in Equity, Board of Directors

Written by:
Phillip Atiba Goff, Ph.D.
Liana Maris Epstein, M.A.
Matthew Christian Jackson, M.A.
Tattiya July Kliengklom, M.A.
Meredith Gamson-Smiedt, M.S.W.
Division Chief Tracie L. Keesee, Ph.D.

DO NOT CITE OR CIRCULATE
WITHOUT THE EXPRESS WRITTEN PERMISSION OF
THE CONSORTIUM FOR POLICE LEADERSHIP IN EQUITY

it is a departure from

position within the

the "Memorandum of

Understanding" with
José.

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and hopefully reach a

discussion as to how

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on an immigration

exceeds the scope of

agreement" with the

should make inquiries

report.

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

David S. Wall
10.27.10

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

RECEIVED
San Jose City Clerk

2010 OCT 28 P 12: 55

October 27, 2010

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

Re: Questions concerning Consortium for Police Leadership in Equity and SJPD Chief.

CPLE names SJPD Chief to "Advisory Board" and posts info on webpage September 12, 2010.

Photograph of SJPD Chief "in uniform" on CPLE Advisory Board Webpage posting submitted.

Have the City Manager explain this "photograph in uniform" at "RULES".

Enclosed are a series of documents, one showing the Chief of the San José Police, "in uniform", on the CPLE's "Chiefs Advisory Board", as posted on the CPLE's webpage on September 12, 2010.

Have the City Manager explain how any San José Fire Fighter and or San José Police Officer could be "fired" for appearing in uniform on a similar psychological political firm's Advisory Board"?

Could any San José Fire Fighter and or San José Police Officer be "fired" for appearing in uniform to support; VOTING NO on MEASURE V and VOTE NO on MEASURE W?

Respectfully submitted,

David S. Wall
10.27.10

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Deadline for applications are due on Monday, October 25, 2010. More information about the program and the application process can be found [here](#).

CPLE Announces Chiefs Advisory Board Members

Posted Sep 12, 2010 @ 1:14 pm in [News](#)

The Consortium for Police Leadership in Equity is fortunate to benefit from the wisdom of law enforcement executives committed to the principles of equity and progress. The Chiefs Advisory Board was created to aid CPLE researchers in negotiating intricate law enforcement issues. The CPLE is honored to have the following Chiefs serve on the [Chiefs Advisory Board](#):

Chief Chris Burbank, Salt Lake City Police Department

Chief Robert Davis, San Jose Police Department ←

Chief Charles McClelland, Houston Police Department

Chief Gerald Whitman, Denver Police Department

Policing Immigration. A Job We Do Not Want.

Posted Jun 7, 2010 @ 7:32 am in [News](#)

Drs. Phillip Atiba Goff & Tracie Keese, Executive Directors of the Consortium for Police Leadership in Equity, in conjunction with Chief Chris Burbank of the Salt Lake City Police Department recently wrote an op-ed that was published by the Huffington Post. The op-ed outlines the recent research conducted by the Consortium for Police Leadership in Equity in Salt Lake City assessing whether or not cross deputization creates harmful effects on policing. The research showed that cross deputization will decrease trust in law enforcement and decrease the reporting of crime - consequences that negatively affect policing making it difficult to effectively keep people safe. The piece is intended as a response to the recent controversy surrounding the immigration policy in Arizona where cross deputization has now become the law. To read the full article, please click [here](#).

Police Chief Fighting Off Immigration Hate Mail

Posted Jun 3, 2010 @ 2:06 pm in [News](#)

Pat Reavy recently wrote an article for the Deseret News about the backlash that Chief Burbank, the chief of a CPLE partner police department, is experiencing because of his recent trip to Washington along with other chiefs to meet with Attorney General Eric Holder and express their concerns about the new Arizona immigration policy. Chief Burbank has been receiving 'racist, horrible' immigration hate mail because of his stance on cross deputization. It is clear that the concerned citizens are more concerned about race than criminals. To read the full article, please click [here](#).

Reducing Inherent Danger: Report of the Task Force on Police-on-Police Shootings

Posted May 28, 2010 @ 6:58 am in [News](#)

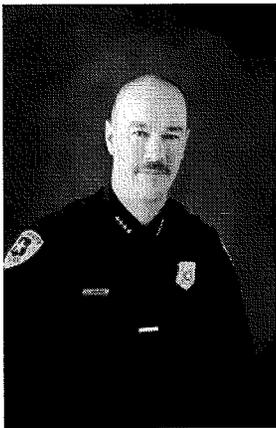
Reducing Inherent Danger: Report of the Task Force on Police-on-Police Shootings

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Chiefs Advisory Board

The Consortium for Police Leadership in Equity is fortunate to benefit from the wisdom of law enforcement executives committed to the principles of equity and progress. The Chiefs Advisory Board was created to aid CPLE researchers in negotiating intricate law enforcement issues. The CPLE is honored to have the following Chiefs serve on the Chiefs Advisory Board:



Chief Chris Burbank, Salt Lake City Police Department

Chief Burbank has been with the Salt Lake City Police Department since 1991. Appointed to the position of Chief of Police in March 2006 he became the 45th Chief of the Department. During Chief Burbank's tenure, Salt Lake City has received extensive attention for several high profile incidents.

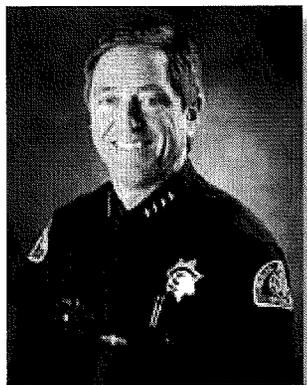
Chief Burbank has been an outspoken opponent to the cross deputization of police officers as immigration enforcement agents. He has participated in several national conferences regarding the issue and spoke at US Department of Justice's Civil Rights Division's 2009 Title VI Conference: Celebrating the 45th Anniversary of the Legislation and Exploring Current Issues in Enforcement. Chief Burbank received special recognition from the American Civil Liberties Union of Utah for work in protecting immigrant civil rights in May 2009. Also in June of that year, he was recognized by the Latino Community Center for his dedication to community policing in building and maintaining a great foundation with the Latino community. Additionally, in 2009, Chief Burbank received the Vicki Cottrell Community Hero Award from the Utah National Alliance on Mental Illness of Utah for assistance to those individuals in the State of Utah suffering from mental illness.

In September 2008, Chief Burbank was invited by the Anti-Defamation League to visit Israel with a delegation of Police Executives from the United States. The trip was an opportunity to interact and learn

firsthand from the Israelis regarding their extensive experience dealing with terrorism and internal threats to their nation.

Chief Burbank was appointed a Venue Commander during the 2002 Salt Lake City Winter Olympic Games. Responsible for planning, organizing and implementing security for the Downtown Olympic Square, employing over one-thousand federal, state and local law enforcement officers and troops from the Utah National Guard. Chief Burbank also served as the liaison with the U.S. Secret Service during the Olympic Games. He was recognized by Director Brian Stafford, United States Secret Service, for outstanding cooperation in support of their protective mission, by Governor Michael Leavitt, State of Utah, for contribution to the law enforcement volunteer program and by Major General Brian L. Tarbet, Adjutant General Utah National Guard, for exceptional meritorious service in support of the games.

Chief Burbank has a Bachelor of Science degree in Sociology from the University of Utah. And is a graduate of the FBI's National Executive Institute, Class XXX. Prior to his service in the Police Department, he was a professional squash player achieving a number 38 world ranking in the World Professional Squash Association. He is married and has three children.



Chief Robert Davis, San Jose Police Department

Chief Robert Davis has strong roots in the San Jose community, graduating from south San Jose's Dartmouth Junior High School and Branham High School. Chief Davis completed volunteer service in Argentina for his church from 1977-1979, where he honed his Spanish speaking skills. He graduated from San Jose State University with a B.A. Degree in English with Honors, graduated summa cum laude from Golden Gate University with a Masters of Public Administration Degree, and is a graduate of Federal Bureau of Investigation's (FBI) National Academy and the FBI's National Executive Institute Program. Chief Davis currently serves as President of the Major Cities Chiefs' Association.

Chief Davis has been a San Jose Police Officer since 1980. He has spent over nine years in the Patrol Division in varying capacities, along with distinguishing himself in the following assignments. As an officer, he served in the Field Training Program and as a Police Academy Training Officer. As a Sergeant, he was assigned to the Fraud/Burglary, Night Detective, and Internal Affairs Units, as well as the Airport Division. While a Lieutenant, he was the Commander of the Gang Investigation Unit for over three years. As a Captain, Chief Davis served in the Bureau of Technical Services, where he was instrumental in implementing the new Automated Information System and the nation's first Voluntary Racial Profiling Study. As a Deputy Chief, he commanded the Bureau of Investigations and its 256 detectives and support personnel.

Training has been a focus of Chief Davis' throughout his career. Since 1987, he has been an instructor at the Evergreen Valley College Police Academy, where he has mentored thousands of Police Recruits. Additionally, from 1993 to present Chief Davis has been a certified Peace Officers Standards and Training

(POST) Commission Master Instructor and has taught a wide variety of courses to law enforcement professionals throughout the state.

Over the last few years, Chief Davis has traveled to Honduras, El Salvador, Venezuela and most recently to Guatemala and Nicaragua (September 2009) on behalf of the State Department to provide training concerning anti-gang and community policing strategies. Chief Davis currently serves as a Board Member for several non-profit community groups, including the Board of the YWCA of Silicon Valley, the Advisory Committee for Project Cornerstone, the Boy Scouts of Santa Clara County as well as the San Jose/Silicon Valley Chamber of Commerce.

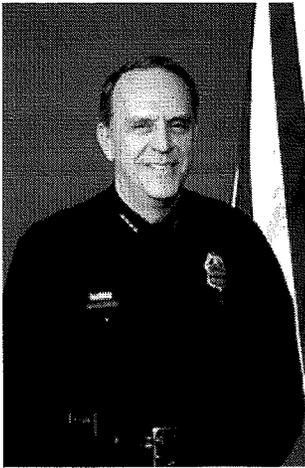


Chief Charles McClelland, Houston Police Department

Charles McClelland was sworn in as Chief of the Houston Police Department on April 14, 2010. He has served 33 years at the Houston Police Department, joining the department as a patrol officer in 1977 and rising through ranks to his current position as chief. His management experience has touched virtually every aspect of law enforcement throughout his career with the Houston Police Department.

His duties include managing an annual budget of more than \$660 million dollars with a staff of 5400 sworn officers and more than 1600 civilian employees. Chief McClelland is a proponent of community-based policing and enhanced crime reduction strategies through technology.

Chief McClelland holds a Bachelor of Science degree in Criminology and a Master of Arts degree in Sociology from the University of Houston. He is a graduate of the Federal Bureau of Investigations National Academy and has received numerous awards and commendations. Chief McClelland was born in Center, Texas. He has two daughters, Ashley and Brittany.



Chief Gerald Whitman, Denver Police Department

Chief Whitman became a Denver Police Officer In 1982 moving up the ranks from Patrol Officer, Field Training Officer, Sergeant and Lieutenant. In January 1995, he was named Captain of District 6, Denver's newest police district that represents Capitol Hill and Downtown Denver. In 1998, he was named Division Chief of Patrol and oversaw all uniformed patrol operations. In 2000, the Mayor named him as the Chief of Police.

Chief Whitman holds a Bachelor of Science Degree In Law Enforcement Administration with a Minor in Sociology. Chief Whitman completed his Masters Degree in Criminal Justice from the University of Colorado at Denver. He has also completed numerous specialized law enforcement training courses.

Latest News

Dr. Tracie Keesee featured on "Face The Truth: Racial Profiling Across America" Documentary

"I've seen a lot in my life but to be degraded... not just stripped of my clothes, being stripped of my dignity, was what I had a problem with." Kurdish American Karwan Abdul Kader was stopped and stripped by local law enforcement for no reason other than driving around in the... [\[read more\]](#)

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

RECEIVED
San Jose City Clerk

October 27, 2010

2010 OCT 28 P 12:57

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

Re: What is going on at the Office of the City Clerk's and with Mayor Reed's staff?

**Letter to mayor Reed and Members of San José City Council dated 10.21.10, entitled,
"The Housing Department, a worthless entity that San José cannot afford for any reason."**

This letter was not posted on "PUBLIC RECORD". What happened?

...AND...

Another gaff with "SPEAKER REQUEST CARD" is unacceptable and too frequent.

The aforementioned letter entitled, **"The Housing Department, a worthless entity that San José cannot afford for any reason."** was not posted on the "PUBLIC RECORD". It is not even part of the "RILES" packet. Why? The letter is being resubmitted with this cover.

As to the gaff with the **"SPEAKER REQUEST CARD"** at "RULES" on Wednesday (10.26.10), I am unsympathetic as to the reasons why this form of error continues to be tolerated. However, her dutiful Honor, Vice-Mayor Chirco resolved the gaff with dignity and grace she brings to everyone who is in her presence.

Everyone is entitled to having a bad day and to make mistakes. I make mistakes all the time

So, let us all try to be a little better in what we all do (and are supposed to do right the first time).

Respectfully submitted,

David S. Wall
10.27.10

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Cc: City Attorney / City Auditor / City Manager

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

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: The Housing Department, a worthless entity that San José cannot afford for any reason.

With RDA projects down in the dumps, dump housing obligations.

As the State takes RDA money, the 20% housing obligations can vanish.

You have NO MONEY for services that government sponsored housing projects require.

YOU DO NOT HAVE A SUSTAINABLE WATER SUPPLY.

Government housing has always been a good idea to look out for the old, the disabled and the homeless single mom who just stayed up all night at the local diner spending her last dollar on some pancakes for her starving kids. But, the system has degenerated into an "entitlement program" which confers housing to convicted felons, illegal aliens, gang bangers and other social outcasts. Combine these with inclusionary housing policies and affordable housing projects this is a sure recipe for the destruction of neighborhoods. And let us not forget the never ending, always escalating bloated administrative costs. There must be reform.

Thus, every time a City of San José Housing Department issue appears on any agenda, for any reason, I cannot stop thinking of reasons why it is not polite to uncontrollably vomit in public.

So, to quell any notion of spontaneous eruptions of vomitous activity, with reference to all Housing Department issues, I am constantly and with extreme vigilance on the prowl as to find appropriate ways to justify the elimination of funding for this communist based endeavor that makes me want to puke.

Today, [Wednesday, (10.20.10)], at the Rules and Open Government Committee meeting, [Item G (2) (a) Approve the Housing and Community Development Advisory Commission (HCDC) FY 2010-11 Workplan. (Housing)] was discussed.

People that cannot afford to live in San José must live elsewhere. Society no longer has the revenue to continue to support those who have either made poor life style choices or have become destitute because they are inherently worthless, not only to themselves and society, but to the very mother that bore them. Even our American Indian forefathers had a unique solution to the "housing" issue. Those that failed to contribute to the "Tribe" were given a blanket, some buffalo jerky and shoved out f the teepee.

Shortly after the meeting, I had an idea to eliminate the funding for the Housing Department. Since the State of California has "taken" Redevelopment Agency money, why not tell state officials to "off -set" the 20% government housing obligation and "go pound salt". Besides, the city has no money to fund the services such as Police and Code Enforcement that Housing Department projects require to keep the vermin in check.

**Let us not forget the unsustainable water supply.
San José should have a moratorium on ALL housing projects.**

Respectfully submitted,

David S. Wall
10.21.10

Cc: City Attorney / City Auditor / City Manager