



Memorandum

TO: Honorable Mayor &
City Council Members

FROM: Lee Price, MMC
City Clerk

SUBJECT: The Public Record
October 8 - 14, 2010

DATE: October 15, 2010

ITEMS TRANSMITTED TO THE ADMINISTRATION

ITEMS FILED FOR THE PUBLIC RECORD

- (a) Letter from The McCarthy Ranch to the Director of Environmental Services John Stufflebean dated October 14, 2010 requesting an Invitation to the remaining Technical Advisory Group Meetings.
- (b) Email from Santa Clara County Cities Association (SCCCA) Executive Director Raania Mohsen dated October 13, 2010 to Mayor Reed and Council submitting the SCCCA Bylaws and Board of Directors Meeting Agendas for October 14, 2010.
- (c) Email from Santa Clara County Cities Association (SCCCA) Executive Director Raania Mohsen dated October 13, 2010 to Mayor Reed and Council submitting a SCCCA Memo transmitting the Regional Housing Need Allocation – Requirements to Form Subregion.
- (d) Letter from Shani Kleinhaus (Environmental Advocate – Santa Clara Valley Audubon Society) dated October 11, 2010 to Mayor Reed and Council regarding the Reduction of Harmful Bag Litter.
- (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 4, 2010 for T-Mobile Site No. SF15062F
- (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 September 14, 2010 for T-Mobile Site No. SF54255B
- (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 September 14, 2010 for T-Mobile Site No. SF14040J
- (h) Letter from David Wall to Mayor Reed and City Council dated October 14, 2010 regarding “The Ghetto Life: Update on the SCEP”.
- (i) Letter from David Wall to Mayor Reed and City Council dated October 14, 2010 regarding “Dump the Consortium for Police Leadership in Equity (CPL).”
- (j) Letter from David Wall to Mayor Reed and City Council dated October 14, 2010 regarding ‘Questions Concerning Consortium for Police Leadership in Equity and SJPD Chief.’ (Attachment on File in the Office of the City Clerk)

Honorable Mayor and City Council Members
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- (k) Letter from David Wall to Mayor Reed and City Council dated October 14, 2010 regarding "RDA Management Decisions Concerning Recent Layoffs Should be Reviewed."

Lee Price, MMC
City Clerk

LP/tld

Distribution: Mayor/Council
City Manager
Assistant City Manager
Assistant to City Manager
Council Liaison
Director of Planning
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MCCARTHY
R A N C H

PUBLIC RECORD a

October 14, 2010

John Stufflebean
Director, Environmental Services Division, City of San Jose
200 East Santa Clara St, 10th Floor
San Jose, CA 95113-1905

Dear John,

Pursuant to the recommendations made by the Treatment Plant Advisory Committee on September 9th, 2010 and the subsequent motion and approval of the San Jose City Council on September 14th, 2010 regarding same, we have the following comments:

As stated by the Technical Advisory Group, in a memo dated November 16, 2009, it is the consensus of the wastewater treatment experts that odors were indeed an issue that should be addressed in the master plan. San Jose City Staff needs to study the alternatives surrounding odor mitigations *prior* to presenting the City Council with a preferred alternative. The potential odor mitigations directly affect the shape of all of the aspects of the master plan including but not limited to timing, financing, and land use. It would be premature to recommend a preferred alternative without thoroughly taking the potential odor mitigations into consideration.

We therefore request that San Jose City Staff provide an updated timeline depicting when and how the potential odor mitigations will be studied and when the preferred alternative will be presented to the City Council.

Regarding the memo to San Jose Staff from Carollo dated November 30th, 2009, we have instructed our environmental consultant (ERM) to perform a peer review of that memo. We believe that the costs to implement contract mechanical dewatering as interim odor mitigation have been grossly overstated and improvements could be implemented immediately to resolve this issue at a much lower cost. ERM has detailed this in the attached report. We request that you provide answers to the questions raised by ERM so that we can fully understand the basis of Carollo's findings and to enable an accurate cost estimate.

Because of our interest in the technical discussion of these issues, we officially request to attend the remaining TAG meetings so that we may be kept completely informed on the position of the experts whose advice has been solicited by the City on the Master Plan process.

Regards,

The McCarthy Ranch

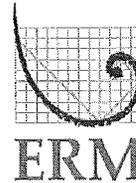
CC: Mayor Chuck Reed, San Jose City Council, Mayor Bob Livengood, Mayor Patricia Mayhan, Kevin Moore, Ken Yeager, John Gatto, Debra Figone, Ed Shikada

**Environmental
Resources
Management**

2875 Michelle Drive
Suite 200
Irvine, CA 92606
(949) 623-4700
(949) 623-4711 (fax)

12 October 2010

Mr. Jim Foley
McCarthy Ranch
15425 Los Gatos Blvd.
Suite 102
Los Gatos, CA 95032



Subject: Review of Carollo Memo Dated November 30, 2009

Dear Jim:

As requested by McCarthy Ranch, ERM has reviewed the memorandum prepared by Carollo Engineers for the City of San Jose on November 30, 2009, entitled "Estimation of Costs Associated with Ending Drying Bed Operation". The preliminary findings of our review are summarized below, including recommendations for additional information that could further facilitate the review.

Summary

Carollo Engineers prepared a memorandum for the San Jose / Santa Clara Water Pollution Control Plant Master Plan team (dated 11/30/09) that provided an estimation of the costs associated with ending the current drying bed operation by construction and contract operation of a mechanical dewatering facility. The consultant estimated the cost would be approximately \$13.5 million annually between the years 2012 and 2025, as compared to a current annual cost of approximately \$3.5 million.

There is insufficient information provided in the memo to fully understand the costing basis, however, there are components of the cost estimate that appear substantially overestimated. Carollo Engineers acknowledges a reasonable option of phasing closeout of the existing storage lagoons, containing three years of accumulated biosolids, which would reduce the annual investment to \$10.9 million.

Discussion

The following points made in the above-referenced memo are discussed:

1. Introduction / Summary (p.1)

CAROLLO: *"We estimate that the capital and operating costs of implementing a mechanical dewatering system to replace the drying beds will increase WPCP costs by \$176 million (net present value) between 2012 and 2025, which calculates to a[n] annual investment of approximately \$13.5 million. This is the difference between the cost of operating the facilities that would be eliminated, and the cost associated with a new dewatering facility, including the decommissioning of the drying beds and most of the lagoons."* [emphasis added]

As noted by Carollo at the conclusion of the memo, the total cost would be reduced by \$34 million (NPV) if the existing beds remained in operation for the first 3 years of the contract dewatering operation to dewater the three years of sludge currently stored in three banks of storage lagoons. This savings results from not having additional contract dewatering capacity for the first three years to dewater and clean out these lagoons. This is a logical approach. However, it is not understood why the cost of decommissioning the beds and lagoons is included as part of the mechanical dewatering facilities project. The decommissioning costs, which are not clearly delineated in the memo, should instead be assigned to the redevelopment projects as envisioned by the Master Plan.

2. Scenario and Assumptions (p.1)

CAROLLO: *"Contract dewaterer provides additional equipment for three years to empty and dewater the existing lagoons."*

The accelerated phaseout of the lagoons is likely not as cost effective. The consultant's alternative of continuing operation of the drying beds for three years to empty and dewater the existing lagoons, with decommissioning of the beds and lagoons once cleared, is reasonable.

CAROLLO: *"City/WPCP contracts for lagoon and drying bed modification. This includes covering one bank (1/3) of lagoons, grading out*

drying beds, and new drainage collection and conveyance from the drying bed area.

It is assumed that the drying bed area has some means of drainage collection and conveyance. It is not understood what new collection / conveyance would be required.

Furthermore, what is the impact of sludge drainage and precipitation runoff from the existing drying beds on the surrounding surface and ground water? This impact will be substantially reduced and/or eliminated by the mechanical dewatering operation.

Also, as mentioned previously the grading of the drying beds, which includes the cost of fill dirt at \$5.00 per cubic yard, should not be included as part of the dewatering project. The decommissioning of the lagoons and drying beds must happen eventually for redevelopment of the WPCP surrounding property and should be included as part of the Master Plan.

3. Contract Dewatering Estimate (p.2)

As a general comment, the scenario description appears to be reasonable. There is insufficient detail to determine whether the annual operating costs are properly estimated. As previously requested, the consultant's backup documentation should be supplied in order to fully assess validity of the estimated costs.

Secondly, the annual cost for contract dewatering should be considered as a component of the overall annual operating budget for the WPCP. According to the Master Plan website, the plant treats approximately 40,606 million gallons annually (MGY), when combining the wet weather and dry weather flows, at a cost of \$.02/ gallon for an overall cost of \$800M per year. The City of San Jose Environmental Services Department has stated that the WPCP annual operating budget is \$100M. What is the correlation between the operating budget and overall plant costs? The City of San Jose should be requested to clarify what the WPCP annual operating budget is for 2010 and what the information on the website represents.

4. Annual WPCP Costs to Support Contract Dewatering Alternative (p.2)

CAROLLO: *"4. \$525K/year sidestream treatment cost."*

It is not clear what is intended for sidestream treatment. The filtrate generated by mechanical dewatering should be returned to the WWTP for re-processing, just as the lagoon decant water and drying bed runoff water are currently reprocessed. Furthermore, once the majority of lagoons and drying beds are decommissioned, the storm water generated runoff volume of water for re-treatment should be substantially reduced.

The current (unknown) cost of treatment of the storm water runoff and drainage from the drying beds should be applied as a credit in the cost estimate.

5. Lagoon Cleanout and Modification (p.3)

CAROLLO: *"1. To construct the lagoon covers, the lagoons would first be emptied and then modified.*

2. 3 year contract for dewatering and cleaning at about \$11 million per year.

3. Lagoon modification and covers at \$27 million (NPV)."

The "modification" of the lagoons is undefined in the memo. Simple floating lagoon covers could be installed on the existing lagoons without emptying.

As discussed prior, there is no need to provide for separate contract dewatering of the lagoons if the stored sludge in the lagoons can be phased out over a three year period using the existing drying beds. This is likely the preferred alternative.

Although the modifications and type of covering is not defined, a cost of \$27 million (NPV) appears inflated. Current cost estimates for covers including installation are approximately \$3.25 per square foot. Assuming each lagoon is approximately 250,000 square feet, the cost to cover one lagoon is \$812,500. According to the memo, one third of the lagoons would be converted to covered lagoons. Even if 10 lagoons are covered, the cost would be slightly over \$8 million (NPV). The estimated

cost of \$27 million would cover all of the existing lagoons, therefore the actual cost would be one third of this figure.

6. Design and construction to be procured by the City to accommodate contract dewatering (p.3)

CAROLLO: *"3. Sidestream (centrate/filtrate) treatment"*

The previously discussed sidestream treatment included as part of this cost is likely over estimated (see item 4, above).

CAROLLO: *"5. New grading and drainage (piping and pumping station) for drying bed area"*

The previously discussed new drainage for drying bed area is not understood (see item 2, above). If required as part of the decommissioning of the drying beds, this cost should be part of the Master Plan improvement costs.

CAROLLO: *"6. Total cost including engineering, administration, construction and 35% contingency is \$26 million (NPV)"*

The \$26 million (NPV) cost is overstated, first due to the overestimation of the above line items. Secondly, a contingency of 35% is overstated, as the line item cost estimates appear to have substantial contingency already included.

7. Options to reduce cost (p.3)

CAROLLO: *"There is a significant cost to dewater and remove the material in the lagoons. Each of the three banks of lagoons holds one year of sludge production. If the drying beds could remain in operation for three additional years, the lagoon sludge could be air dried without the expense of additional temporary dewatering. The savings would be approximately \$34M (NPV)." [emphasis added]*

The suggested option of phasing out the lagoons and drying beds is a reasonable and logical approach. Factoring in the savings option, the annual investment (see item 1, above) would be reduced from \$13.5 million to \$10.9 million.

Recommendation

The contract dewatering approach outlined by the Carollo memo is a cost effective means to replacing the current sludge lagoons and drying beds. It is recommended that the City of San Jose proceed with preliminary scope development efforts to better define the schedule and costs associated with implementing mechanical dewatering, and then prepare RFPs and solicit offers from interested vendors.

While the contract dewatering approach presented by Carollo assumes 12 to 13 years of operation prior to the commissioning of a permanent, City-operated dewatering system, earlier phase-in of the permanent facilities may be cost-effective. Improvements made to support the contract dewatering that could remain as part of a permanent facility should be fully investigated by the engineer. Conversely, contract dewatering may be a viable and cost-effective option for long-term operation at the WPCP. Either way, mechanical dewatering options should be developed and implemented sooner rather than later.

Information Request

In order to better assess the cost estimation summarized by the Carollo memo, the following information should be requested of the City:

1. Please provide the documentation and calculations that were used to support the cost statements given in the memorandum.
2. Please provide the WPCP capital and operations costs.
3. Please provide the sidestream treatment volumes and associated costs for lagoon decanting and drying bed area drainage.

If you have any questions regarding this review, please let me know.

Sincerely,



Larry N. Hottenstein
Principal Partner

Mr. Jim Foley
12 October 2010
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Cc: J. McCarthy
P. Flaherty

SANTA CLARA COUNTY CITIES ASSOCIATION

TO: BOARD OF DIRECTORS
FROM: BYLAWS REVIEW COMMITTEE (AL PINHEIRO, DAVID CASAS, DON PERRY, STEVE TATE)
SUBJECT: BYLAWS REVIEW
DATE: 10/13/2010
CC: JOLIE HOUSTON, ATTORNEY, BERLINER

The Bylaws Review Committee has made the following amendments/suggested revisions to the Cities Association Bylaws. These recommendations are based on our initial recommendation presented at the June Board Meeting and feedback received thereafter from Board Members since that presentation. The revisions have been reviewed by Jolie Houston, Attorney and retained counsel by the Cities Association, to ensure compliance with state and federal laws. For a better understanding of the recommended changes and context, please refer to the "red-lined" bylaws attached to this memo.

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 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
5. 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.
6. 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.”

7. 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. . . .”
8. Article V, Section 2. Update section on Notice of meetings to reflect requirements of the Brown Act.
9. Article V, Section 3. Delete statement allowing a presiding officer to serve has his or her City’s representative.
10. Amendment to Article V, Section 4 stating that each member of the Section shall have one vote.
11. Article VI, Section 1. Update formatting and order of standing committees.
12. 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.
13. 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.
14. Article VI, Section 2. Update Section 2, titled “Liaison Committee,” to include the Santa Clara County/City Managers’ Association.
15. Article VI, Section 2, (a). Update of the Santa Clara County/City Managers’ Association correct name.
16. 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.
17. Article VI, Section 4. Add Section 4. Amend section to include quorum requirements for the City Selection Committee. [Notes 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.]
18. Article VII, Section 2. Update of Dues policies to current practices and policies voted on by the Board.
19. Article VII, Section 3. Update of Funds policies to current practices and adopted policies voted on by the Board.
20. Article VII, Section 4. Update of Accounting policies to current practices and adopted policies voted on by the Board.
21. Delete notes to the bylaws from former member Barbara Nesbet.

MEMORANDUM

TO: Raania Mohsen, Executive Director
FROM: Jolie Houston, Esq.
RE: Santa Clara County Cities Association
DATE: October 12, 2010

This memorandum is intended to address the following issues:

- (1) Is the Santa Clara County Cities Association (“SCCCA”)¹ subject to the Ralph M. Brown Act?
- (2) Are subcommittees of the SCCCA subject to the Ralph M. Brown Act?

Conclusions:

- (1) Yes. The Ralph M. Brown Act applies to any private organization that receives funds from a local agency and the legislative body for the local agency appoints one of its members to the governing board of the entity as a voting member of the board.
- (2) Yes. Standing committees of a legislative body (SCCCA) are subject to the Ralph M. Brown Act.

Analysis:

Santa Clara County Cities Association

The Ralph M. Brown Act, Government Code section 54950 *et. seq.*, (the “Act”) governs meetings conducted by “local legislative bodies.” “Legislative bodies” include city councils, boards, commissions and committees. “Local agencies” include all cities, counties, school districts, municipal corporations, special districts and all other local public entities. *See* Govt. Code § 54951, 54952.

The SCCCA is an incorporated association created for the purpose of improving cooperation among city governments in addressing issues of common interest within Santa Clara County. There is no question that SCCCA is local to Santa Clara County. SCCCA is governed by a Board of Directors, which is composed of one representative from each member city, selected by each city’s legislative body (city council) and approved by formal city council action. Each board member holds office at the pleasure of his or her city’s legislative body, and all

¹ With the recent amendments to the Bylaws, I understand that the name of SCCCA will be renamed as the “Cities Association of Santa Clara County,” and may be referred to as the “Section.”

fifteen (15) cities of Santa Clara County may be represented. It is unclear whether an unincorporated association created by several cities is a local agency.

However, the Act defines legislative body broadly, and includes the governing body of any private organization that receives funds from a local agency and the legislative body for the local agency appoints one of its members to the governing board of the entity as a voting member of the board. *See* Govt. Code § 54952(c)(1)(B).²

Here, SCCCA receives funds from each member city. Each city of SCCCA is required to pay dues to be eligible as a member. It is my understanding that the SCCCA is comprised of all of the fifteen (15) cities of Santa Clara County. The cities are designated large, medium, small and very small cities and their dues reflect the size of the city. The dues range from \$7,277 per large city to \$3,638 for very small cities. In total, for the 2010-2011 year, the SCCCA will receive \$83,682.

Appointments to the SCCCA (commonly referred to as city council inter-government assignments) vary from city to city within the SCCCA. However, all of the SCCCA members must be selected and approved by a member city's legislative body. Each SCCCA member has a voting right. In addition, the SCCCA bylaws, which govern its purpose, powers and duties become effective only upon the affirmative vote of the legislative bodies of two-thirds (2/3) of cities of Santa Clara County.³ For these reasons, the SCCCA is a subject to the Brown Act.

Santa Clara County Cities Association - Standing Committees

For purposes of the Act, a legislative body includes standing committees of a legislative body, irrespective of their composition, which have either: (1) a continuing subject matter jurisdiction, or (2) a meeting schedule fixed by charter, ordinance, resolution, or formal action of a legislative body. *See* Govt. Code § 54952(b). As discussed above, the SCCCA is a legislative body. The SCCCA has three (3) standing committees: Executive Board, City Selection Committee and Legislative Action Committee. These committees have continuing subject matter which is set by the SCCCA Bylaws; therefore, these standing committees are subject to the Act.

² The Act does not apply to boards of a non-profit corporation or other entity where the legislative body appoints someone other than one of its own members to the governing body of such entity. The mere receipt of public funds by a non-profit corporation or other entity does not subject it to the requirements of the Act.

³ An affirmative vote of two-thirds of the fifteen (15) cities would be ten (10).

Revisions_05/19/2010
Revised_10/07/10
Revised_10/11/10
Revised_10/13/10

**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 "Section."

Section 2. Principal Place of Business. The principal place of business of this Section 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 Section; and if none has been so designated, such place of business shall be the City Hall of the City of which the Section President is a member of the legislative body.

Section 3. Purpose. The purposes and functions of this Section 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 Section 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 Section.

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 Section 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 Section 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 Section Secretary/Treasurer of such appointment.

Section 4. Ex Officio Members. The Santa Clara County/ Cities Managers' Association, an advisory committee to the Section 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 Section 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 Section for expenses incurred on Section 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 Section 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 Section 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 Section, 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 Section 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 Section 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 Section at the direction of the Board of Directors. The Executive Board shall consist of the officers of this Section; 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 Section, 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 Section, 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 Section. 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 Section 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 Section 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 Section 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 Section 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 Section. The dues schedule shall be revised as such.

Section 4. Accounting. . Every two (2) to three (3) years, an audit of the Section'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 Section 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.

RECEIVED
San Jose City Clerk

From: Raania Mohsen [mailto:executive_director@sccca.gov]
Sent: Wednesday, October 13, 2010 5:32 PM

2010 OCT 14 10:47
a@inf@insurance.com



Ballard

Subject: Cities Association: RHNA Discussion & Board of Directors Meeting, Thursday, Oct 14

Dear All,

For purposes of the RHNA discussion scheduled for tomorrow's Board Meeting:

- 1) attached is a letter from ABAG that will be sent out to all local jurisdictions regarding the RHNA subregion timeline.
- 2) another document that may be helpful for the RHNA discussion is a summary of San Mateo County's experience as a subregion in the last RHNA process. It is available at http://www.ccag.ca.gov/pdf/documents/archive/SubRHNA%20Article_18JUL07.pdf. Richard Napier, Executive Director of C/CAG, will be attending our meeting tomorrow and able to answer questions that you may have about San Mateo County's experience.
- 3) the June ABAG presentation is still available on our website at <http://www.sccca.gov/presentations-and-actions.php>.

If you have any questions, please let me know.

Thanks,
Raania

Raania Mohsen
Executive Director
Santa Clara County Cities Association

2010 OCT 14 10:47

RECEIVED
San Jose City Clerk

ASSOCIATION OF BAY AREA GOVERNMENTS

Representing City and County Governments of the San Francisco Bay Area



October 12, 2010

M E M O

To: Responsible Local Government Representative

From: Paul Fassinger, ABAG Research Director

Re: 2014-22 Regional Housing Need Allocation- Requirements to Form a Subregion

The fifth Regional Housing Needs Determination and Allocation (RHND and RHNA) process for the 2014-2022 planning period is scheduled to begin in January 2011. The Regional Housing Needs Determination and Allocation are mandated by State housing element law (Government Code Section 65588), which requires local governments in California to adopt a general plan for the physical development of the city, city and county, or county. The housing element is one of the seven mandated elements of the local general plan. Within the housing element, cities and counties are to demonstrate how the existing and projected housing needs of all economic segments of the community can be met. The intent of the law is to allow the private market to adequately address housing needs and demand, by requiring local governments to adopt land use plans and regulatory systems which provide opportunities for, and do not unduly constrain, housing development.

As in last RHNA cycle, in this upcoming RHNA period local governments will have the opportunity to form "subregions". According to state law, at least two or more cities and a county, or counties, may form a subregional entity for the purpose of allocating the subregion's existing and projected housing need for housing among its members. A subregion may include a single county and each of the cities in that county or any other combination of geographically contiguous local governments. All subregions need to be approved by the adoption of a resolution by each of the local governments in the subregion as well as by the council of governments.

Local governments choosing to form subregions will be responsible for devising the Regional Housing Needs Allocation methodology, which will be used to allocate the 2014-2022 RHNA to its members. ABAG will assign a subregional share of the Bay Area's total Regional Housing Need Determination to the subregion. The total Regional Need Determination is determined by the State Department of Housing and Community Development. The subregion's share of the total RHND is to be consistent with the distribution of households assumed for the comparable time period within the Regional Transportation Plan.

Each subregion would also be required to undertake the revision, appeal and final allocation process. The final subregional allocation would be submitted to ABAG for approval by the HCD. In the event the subregion fails to make the allocation or can not complete the allocation process within the state mandated deadlines, ABAG will be required to allocate the subregion's share of housing to the jurisdictions within the subregion, according to the regionally adopted method.

If there is interest in your community to form a subregion with your neighboring jurisdiction(s) please note the schedule below. **The deadline for forming a subregion is March 16, 2011.** All members of the proposed subregion will have to have resolution's confirming their participation in the subregion by this date.

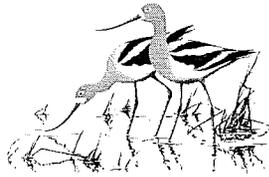


DRAFT DATES - SUBJECT TO CHANGE

Milestones	Completion Date	Subregional Milestones
Update Growth Forecast	December 1, 2011	
Survey Jurisdictions on RHNA factors	January 1, 2011	
Subregions Inform ABAG of Intention to Form	March 16, 2011	Deadline for Subregion Formation
Consult with HCD on Determination	July 1, 2011	
Adopt Draft RHNA Method	July 21, 2011	Subregions Adopt Proposed Method
Final RHNA Method/Public Hearing	September 15, 2011	Subregions Adopt Final Method
HCD Issues Regional Housing Needs Determination	October 1, 2011	Housing Need Assigned Subregions
Draft RHND Allocation	January 19, 2012	Subregions Make Draft Allocation
		ABAG Reviews Subregion Allocation
Local Gov't Request for Revisions to RHNA	March 15, 2012	Local Jurisdictions May Request Revisions
ABAG Responds to Revisions/Appeals Period Begins	May 17, 2012	Subregion Responds to Revision Request
Final Date to File Appeal/Public Hearing on Appeals	July 19, 2012	Local Jurisdictions May Appeal
		Subregions Make Proposed Final Allocations
Proposed Final RHNA Allocation	July 19, 2012	
Board Adopts Final RHNA Plan (Public Hearing)	September 20, 2012	Subregion Adopts Final Allocation Plan
HCD Adopts RHN Plan	October 1, 2012	
Housing Elements Due	September 10, 2014	

DRAFT DATES - SUBJECT TO CHANGE

ABAG staff is available to discuss the subregion option with you and to answer any questions you may have. Please contact Christy Riviere at (510)464-7923 or email christyr@abag.ca.gov.



Santa Clara Valley Audubon Society
Founded 1926

PUBLIC RECORD d

RECEIVED
San Jose City Clerk

2010 OCT 14 P 1: 36

October 11th, 2010

Mayor Chuck Reed and Council
City of San José
San José City Hall
200 East Santa Clara St.
San José, CA 95113

RE: Reducing Harmful Bag Litter

Dear Mayor Reed and members of the City Council:

The Santa Clara Valley Audubon Society urges you to support the countywide effort to dramatically reduce litter and waste in San José by enacting a ban on plastic bags and a charge on paper bags. SCVAS has more than 4000 members in Santa Clara valley, and over 2000 members in the City of San Jose. Our Mission is to preserve, to enjoy, to restore and to foster public awareness of native birds and their ecosystems, mainly in Santa Clara County. We are very concerned with the littering and accumulation of trash in our urban and natural environment.

Every day, tons of trash flows into our Bay and ocean from our roadways, urban creeks and storm drains. More than 250,000 pounds of trash was removed from Bay beaches and shorelines on Coastal Cleanup Day 2008. Most of that trash is harmful plastic. Since plastic does not biodegrade, it is accumulating in alarming quantities in our bays and oceans. Many discarded bags find their way to our creeks, Bay and ocean where they harm wildlife. Plastic bags and other trash wash up on beaches, negatively impacting critical revenues from tourism and recreation.

California taxpayers spend approximately \$25 million every year to collect and landfill plastic bags. Local agencies spend millions more cleaning up plastic bag litter from streets, storm drains, and waterways, where they cause flooding and maintenance problems. Volunteers spend countless hours plucking dirty bags from neighborhood creeks.

Despite a fifteen-year-long statewide effort to increase recycling of plastic bags, the CalRecycle estimates that less than five percent of all single use plastic bags in are actually recycled. Recycling firms have reported high costs associated with attempts to recycle plastic bags. These costs stem from work stoppages when bags jam equipment as well as from a poor market for the recycled material.

p. 1 of 2

22221 McClellan Road, Cupertino, CA 95014 Phone: (408) 252-3748 * Fax: (408) 252-2850
email: scvas@scvas.org * www.scvas.org

The best solution is to help consumers make the switch to reusable bags. Extensive public education campaigns have failed to break our disposable bag habit. The most proven way to get people to switch to re-usable bags is to reveal the cost directly.

Members of the public, along with Governor Schwarzenegger and state regulatory agencies, are increasingly aware and insistent that the problem of plastic trash in the marine environment requires prompt and aggressive solutions. The Regional Water Board recently approved listing 26 Bay water bodies as trash-impaired under the Clean Water Act. The Governor's Ocean Protection Council approved an aggressive marine debris reduction strategy that recommends reducing plastic bag use through fees or bans. For either approach, it is imperative that the ban or fee be broad in scope, rather than restricted to particular categories of retailers, in order to succeed in changing consumer behavior.

As the Bay Area's largest city, San José is well-placed to be a leader in the effort to end our reliance on plastic bags. We hope to count on your leadership and support toward implementing this important step for the health of our communities and environment.

Sincerely,



Shani Kleinhaus
Environmental Advocate
Santa Clara Valley Audubon Society
22221 McClellan Rd.
Cupertino, CA 95014

T-Mobile

PUBLIC RECORD e

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

RECEIVED
San Jose City Clerk

October 4, 2010

2010 OCT 12 A 10: 09

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

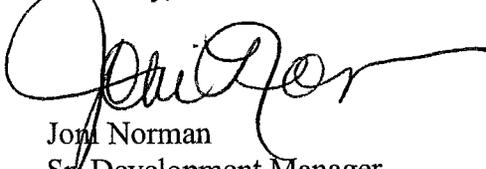
**RE: T-Mobile West Corporation as successor in interest to Omnipoint Communications, Inc. d/b/a T-Mobile (U-3056-C).
Notification Letter for T-Mobile Site No. SF15062F**

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 4, 2010

Page 2 of 2

ATTACHMENT A

1. Project Location

Site Identification Number: SF15062F
Site Name: Across from 18424 Union Avenue
County: Santa Clara
Assessor's Parcel Number: Public ROW, in front of 421-07-030
Latitude: 37° 15' 11.99" N
Longitude: 121° 55' 53.22" 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: 50'
Size of Building: N/A

3. Business Addresses of all Governmental Agencies

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

4. Land Use Approvals

Date Zoning Approval Issued: October 1, 2010

Land Use Permit #: Special Major Utility Excavation Permit No. F10042

T-Mobile

PUBLIC RECORD f

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

RECEIVED
San Jose City Clerk

October 5, 2010

2010 OCT 12 A 10: 09

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. SF54255B:**

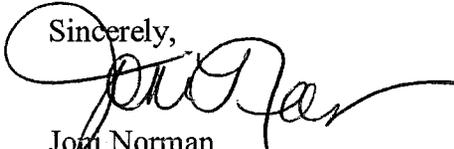
This letter provides the Commission with notice pursuant to the provisions of General Order No. 159A of the Public Utilities Commission of the State of California (CPUC) that with regard to the project described in Attachment A:

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

(b) No land use approval is required because

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

Sincerely,


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

Enclosed: Attachment A

CC:

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

October 5, 2010

Page 2 of 2

ATTACHMENT A

1. Project Location

Site Identification Number: SF54255B

Site Name: Pole Cap Wellfleet Way

Site Address: Across from 6017 Wellfleet Way, San Jose 95129

County: Santa Clara

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

Latitude: 37° 17' 45.08" N

Longitude: 122° 00' 36.29" W (NAD 83 Coordinates)

2. Project Description

Number of Antennas to be installed: Three (3)

Tower Design: Collocation on existing wooden utility pole

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

Tower Height: 47' – 11"

Size of Building: Not applicable

3. Business Addresses of all Governmental Agencies

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

4. Land Use Approvals

Date Zoning Approval Issued: September 30, 2010

Land Use Permit #: Special Major Utility Excavation Permit No. F10036

T-Mobile

PUBLIC RECORD 9

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

RECEIVED
San Jose City Clerk

October 5, 2010

2010 OCT 12 A 10: 09

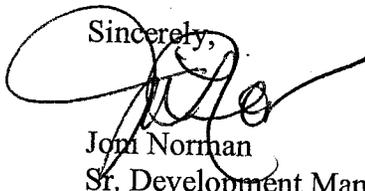
Anna Hom
Consumer Protection and Safety Division
California Public Utilities Commission
505 Van Ness Avenue
San Francisco, CA 94102

**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. SF14040J:**

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

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

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

Sincerely,


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

Enclosed: Attachment A

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

October 5, 2010

Page 2 of 2

ATTACHMENT A

1. Project Location

Site Identification Number: SF14040J

Site Name: Pole Cap Wisteria Way

Site Address: Across from 6441 Wisteria Way, San Jose 95129

County: Santa Clara

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

Latitude: 37° 17' 51.07" N

Longitude: 122° 01' 05.48" W (NAD 83 Coordinates)

2. Project Description

Number of Antennas to be installed: Three (3)

Tower Design: Collocation on existing wooden utility pole

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

Tower Height: 48' - 8"

Size of Building: Not applicable

3. Business Addresses of all Governmental Agencies

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

4. Land Use Approvals

Date Zoning Approval Issued: September 30, 2010

Land Use Permit #: Special Major Utility Excavation Permit No. F10038

David S. Wall
P.O. Box 7621

PUBLIC RECORD h

RECEIVED
San Jose City Clerk

2010 OCT 14 P 4: 07

October 14, 2010

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 Wednesday (10.13.10), after the Rules and Open Government Committee meeting, in which several brain dead issues; such as selling or leasing Muni-Water and the continuance of chasing the illusory promises that "High Speed Rail" will never deliver, 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 1522 hours and found eighteen (18) stolen and abandoned shopping carts. *A 260 % increase as to the number of stolen and abandoned shopping carts from last week is hereby recorded.*

The "perennial garbage pile" (PGP) continues from last week to resemble just a "small scattering of garbage". A roll of toilet paper is positioned in geraniums next to the railroad crossing control box. This area is often used as an "outdoor latrine" which is a characteristic of slum District 3.

The "perennial growing debris field" (PGDF) along the northbound railroad tracks has been cleared to a point, but the refuse around the vagrant encampments is unacceptable. The encampments unfortunately are allowed to exist on the railroad property. These encampments constitute; first, a safety hazard to the vagrants and hobos, they are also "base camps" of criminal activity and public health hazards (garbage/sewage). These vagrants should be "arrested and tossed into a municipal stockade".

The travel trailer, "The Golden Falcon" CA # JT 9621 has returned to the NE corner of Horning Street @ N. 10th Street, again. This trailer "travels" District 3 and is an indicator that "nomadic living" in San José is tolerated. A "fifth wheel" trailer has taken up residence on N. 11th Street @ Madera Street.

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

"Unmarked" (3), Trader Joe's (2), Safeway "The Market" (2), Mi Pueblo (2), Long's (1), World Market (1), Costco (1), Target (1), "Cactus Low Carb Supermarket" (1), Home Depot (1), Grocery Outlets (1), 99 Ranch Markets (1) and FoodMaxx (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).

The housing project on the SW corner of N. 10th Street @ E. Hedding Street, often referred to as "Sam's Slums" is well on its' way to "blighting" the once prestigious Japan Town. It is a shame that this project was ever allowed to go anywhere. "Sam's Slums" are a definitive indicator that San José has become a "socialized dump". People of means (money and intelligence) are hereby warned not to invest any money, time or talent in San José.

Respectfully submitted,

David S. Wall
10.14.10

Cc: City Attorney / City Auditor / City Manager

David S. Wall
P.O. Box 7621

PUBLIC RECORD 1

RECEIVED
San Jose City Clerk

2010 OCT 14 P 4:07

October 14, 2010

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

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

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

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

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

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

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

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

The specific sections of the MOU should include;

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

AND

"7. DEDICATED LIAISON (PAGE 5)".

Respectfully submitted,

David S. Wall

10.14.10.

///
///
///

Cc: 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

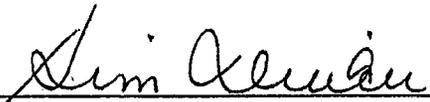
This Agreement is solely for the benefit of UCLA and CITY. This Agreement is not intended to and does not create any cause of action, claim, defense or other right in favor of any party who is not signatory to this Agreement.

16. ASSIGNABILITY.

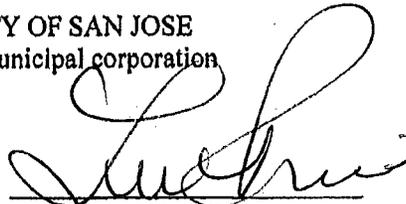
The parties agree that the expertise and experience of UCLA, and the researchers at CPLA are material considerations for this Agreement. UCLA shall not assign or transfer any interest in this Agreement nor the performance of any of UCLA's obligations hereunder, without the prior written consent of CITY, 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

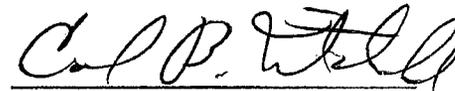
CITY OF SAN JOSE
a municipal corporation

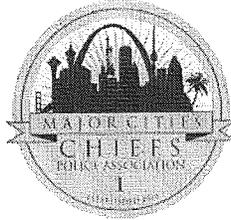
By: 
Lee Price, MMC
City Clerk

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



MAJOR CITIES CHIEFS ASSOCIATION

Atlanta, Georgia
Austin, Texas
Baltimore City, Maryland
Baltimore Co., Maryland
Boston, Massachusetts
Buffalo, New York
Calgary, Alberta
Charlotte-Mecklenburg, North Carolina
Chicago, Illinois
Cincinnati, Ohio
Cleveland, Ohio
Columbus, Ohio
Dallas, Texas
Denver, Colorado
Detroit, Michigan
Edmonton, Alberta
El Paso, Texas
Fairfax County, Virginia
Fort Worth, Texas
Honolulu, Hawaii
Houston, Texas
Indianapolis, Indiana
Jacksonville, Florida
Kansas City, Missouri
Las Vegas Metro, Nevada
Long Beach, California
Los Angeles, California
Los Angeles Co., California
Louisville, Kentucky
Memphis, Tennessee
Miami-Dade, Florida
Milwaukee, Wisconsin
Minneapolis, Minnesota
Montgomery Co., Maryland
Montreal, Quebec
Nashville, Tennessee
Nassau Co., New York
New Orleans, Louisiana
New York City, New York
Newark, New Jersey
Oakland, California
Oklahoma City, Oklahoma
Ottawa, Ontario
Philadelphia, Pennsylvania
Phoenix, Arizona
Pittsburgh, Pennsylvania
Portland, Oregon
Prince George's Co., Maryland
Salt Lake City, Utah
San Antonio, Texas
San Diego, California
San Francisco, California
San Jose, California
Seattle, Washington
St. Louis, Missouri
Suffolk Co., New York
Toronto, Ontario
Tucson, Arizona
Tulsa, Oklahoma
Vancouver, British Columbia
Virginia Beach, Virginia
Washington, DC
Winnipeg, Manitoba

June 29, 2009

Mr. Eric H. Holder, Jr.
Attorney General
United States Department of Justice
950 Pennsylvania Avenue, N.W.
Washington, D.C. 20530-0001

Attorney General Holder:

The purpose of this letter is to bring to your attention the fact that the Major Cities Chiefs Association, at its meeting held in June 2009, voted to provide a letter of formal support for the work of the recently formed Consortium on Police Leadership in Equity (CPLÉ). The CPLÉ is comprised of a group of world-class social science researchers who are willing to conduct objective research on a number of important topics for law enforcement agencies. As detailed on the consortium's website, "At the core of CPLÉ's mission, as well as those [police] departments associated with it, is a deep concern for equity and inclusiveness within the police department itself and between the police department and the community it polices. The CPLÉ serves as a sort of matchmaker, pairing police departments with world-class researchers. Though many CPLÉ researchers specialize in issues surrounding race and gender, a wide swath of research interests are represented and can be harnessed to serve the specific equity issues any given department is combating (<http://cple.psych.ucla.edu/about-the-cple/>)."

Because of CPLÉ's philosophy and approach in addressing racial and gender-equity issues as they pertain to law enforcement, many police departments in our nation's largest cities either have engaged already in joint research with CPLÉ or have signed on to do so. Indeed, when questions continue to be raised in communities across our country about whether or not police departments engage in racial profiling, it is extremely beneficial to have world-class researchers bring their expert research skills to bear in providing objective analysis in addressing such concerns.

The objectivity of these established scholars is further supported by the fact that the CPLÉ will not accept money from participating law enforcement partners. This arrangement insures the independence of CPLÉ research projects, builds community support, and grows our basic understanding of equity in law enforcement. It is a model that deserves the support of funding agencies committed to social equity. It is also a model that has already begun reshaping scholarship and practice related to racial profiling and gender representation in law enforcement, and it has the potential to do much more.



MAJOR CITIES CHIEFS ASSOCIATION

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Cincinnati, Ohio
Cleveland, Ohio
Columbus, Ohio
Dallas, Texas
Denver, Colorado
Detroit, Michigan
Edmonton, Alberta
El Paso, Texas
Fairfax County, Virginia
Fort Worth, Texas
Honolulu, Hawaii
Houston, Texas
Indianapolis, Indiana
Jacksonville, Florida
Kansas City, Missouri
Las Vegas Metro, Nevada
Long Beach, California
Los Angeles, California
Los Angeles Co., California
Louisville, Kentucky
Memphis, Tennessee
Miami-Dade, Florida
Milwaukee, Wisconsin
Minneapolis, Minnesota
Montgomery Co., Maryland
Montreal, Quebec
Nashville, Tennessee
Nassau Co., New York
New Orleans, Louisiana
New York City, New York
Newark, New Jersey
Oakland, California
Oklahoma City, Oklahoma
Ottawa, Ontario
Philadelphia, Pennsylvania
Phoenix, Arizona
Pittsburgh, Pennsylvania
Portland, Oregon
Prince George's Co., Maryland
Salt Lake City, Utah
San Antonio, Texas
San Diego, California
San Francisco, California
San Jose, California
Seattle, Washington
St. Louis, Missouri
Suffolk Co., New York
Toronto, Ontario
Tucson, Arizona
Tulsa, Oklahoma
Vancouver, British Columbia
Virginia Beach, Virginia
Washington, DC
Winnipeg, Manitoba

While CPLE has already proven beneficial in helping to address concerns of racial profiling and organizational equity—particularly in Denver, where Chief Gerry Whitman's leadership allowed the CPLE to be founded—there are additional areas of emphasis for the organization, including the following:

- Police Use of Force
- Immigration Policy Enforcement
- Drug Policy Enforcement
- Organizational Equity
- Youth Offenders
- Media and Community Relations

Considering the gravity and importance of these issues, it is easy to see why chiefs from the Major City Chiefs Association are both supportive of CPLE's mission and anxious to work with it to determine what leadership moves the chiefs can make to ensure that law enforcement policies and procedures work to ensure racial and gender equity within our departments and within our communities.

In conclusion, please accept this letter as a formal letter of support for the efforts of the Consortium on Police Leadership in Equity. To the extent possible, we would encourage support for CPLE from the various agencies residing within the Department of Justice. Please let us know if you have any additional questions regarding the work that CPLE is already engaged in with some of our member police departments. Such questions may be directed to Chief Robert L. Davis of the San Jose, California Police Department, who is currently serving as the First Vice-President of the Major Cities Chiefs Association and has already engaged in a research effort with CPLE. He may be reached at (408) 277-4212, or by e-mail at Robert.Davis@sanjoseca.gov. Thank you in advance for your review of this letter of support.

All the best,

William J. Bratton
Chief of Police, Los Angeles Police Department
President, Major Cities Chiefs' Association

c: Laurie O. Robinson, Assistant Attorney General, Office of Justice Programs
Loretta King, Assistant Attorney General, Civil Rights Division

ORIGINAL

9/29/09
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 SJPД 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 SJPД's current police department statistical data reports and data archiving practices. CPLE will advise SJPД on recommended formats for collecting and presenting data to the public, SJPД 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 SJPД.

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 SJPД and CITY.

3. DELIVERABLES

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

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.

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5.2 Definition of Confidential Data

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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, SJPDP may request that any publication of this research in a scholarly journal mask the identity of SJPDP 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 SJPDP.

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

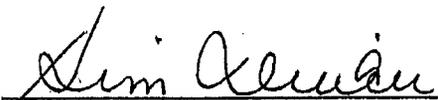
This Agreement is solely for the benefit of UCLA and CITY. This Agreement is not intended to and does not create any cause of action, claim, defense or other right in favor of any party who is not signatory to this Agreement.

16. ASSIGNABILITY.

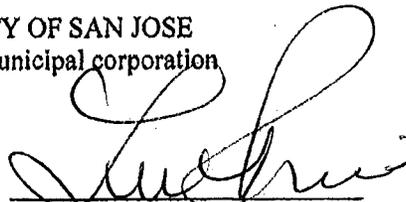
The parties agree that the expertise and experience of UCLA, and the researchers at CPLA are material considerations for this Agreement. UCLA shall not assign or transfer any interest in this Agreement nor the performance of any of UCLA's obligations hereunder, without the prior written consent of CITY, 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.

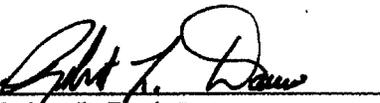
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA on behalf of UCLA:

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

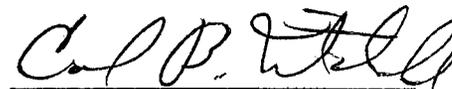
CITY OF SAN JOSE
a municipal corporation

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



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Robert L. "Rob" Davis
Chief of Police, San Jose, California

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Esteemed Colleagues,

It is both an honor and a pleasure to have the opportunity to serve you and our organization as the new President of the Major Cities Chiefs' Association (MCC). I thank all of you for the trust and support you have offered me. I have benefited greatly from my own association with all of the chiefs I have met over the last several years in MCC. Indeed, it would be difficult not to benefit personally as a member of our association, given the vast experience and collective wisdom that exists within our ranks. You have my commitment that I will do all I can to further our collective efforts to provide visible and audible leadership as we address the many social issues in our two countries that affect the safety of our cities. I believe this is critical, given the fact that our community policing efforts continue to demonstrate to everyone that law enforcement officers are more than just stakeholders in what happens in our community. Oftentimes, we are the linchpin in effecting positive social changes that help to drive down crime.

I would also like to acknowledge the efforts of those chiefs who have served as President of MCC while I have been a member. Chiefs Harold Hurtt, Darrel Stephens, Gil Kerlikowski, and Bill Bratton have all served with distinction, and they have helped set us on a very positive course for the future. I have learned so much from each of them. I am also grateful for the support of First Vice-President Chuck Ramsey and Second Vice-President Jake Jacocks. I am truly blessed to have consummate professionals at my side as we tackle the many issues that lie before us.

Of special mention is the fact I will strive to do what I can as President to move forward with efforts that allow us to take a leadership role in addressing the many social equity and racial issues that continue to challenge our societies and, by extension, all of us. I am heartened by the recent efforts of a number of us who have begun to collaborate with organizations such as the Consortium on Police Leadership in Equity, an organization of top-notch social scientists dedicated to working directly with police leaders to explore social equity issues as they affect law enforcement and the communities we serve. I believe that taking a proactive leadership role in such efforts will serve our profession and our cities well. Indeed, to do the right thing for the right reasons is a hallmark of who we are and what we do as chiefs, and I believe our communities have a right to expect this from us.

Please let me know if there is ever anything I can do to assist any of you at any time, as part of our mission is to provide strength and support to our members. It will be my pleasure to serve you.

Warm regards,

Robert L. "Rob" Davis
President, Major Cities Chiefs' Association
Chief of Police, San Jose, California

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David S. Wall
P.O. Box 7621

PUBLIC RECORD h

RECEIVED
San Jose City Clerk

2010 OCT 14 P 4: 07

October 14, 2010

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

Re: RDA Management decisions concerning recent layoffs should be reviewed.

Senior RDA staff let go while junior staff is retained. Why not the “other way around”?

Is the RDA chief making the right decisions concerning personnel?

...Or...

Do “whistle blowers” at RDA “get silenced” by being “laid off”?

“In organizational life, some people lose their jobs.” This was part of a famous quote by the first Director of ESD made many, many years ago. Now days, with the disappearance of tax revenue to support the Redevelopment Agency, people at the RDA have lost and are continually losing their jobs.

Outside of the question pertaining to the RDA’s ability to service its debt obligations with reference to collapsing revenues, there are serious questions that Council should poise and investigate concerning the formulation as to who keeps and who loses their jobs at the senior staff level.

An inquiry as to why senior RDA staff is “laid off” while junior members, having the same program title and responsibilities are not only retained but promoted. This gives rise to issues of “favoritism” versus retention of demonstrated administrative competence who are also “whistle blowers” of substandard management decisions at RDA.

A system review of the management structure of the RDA, the need to dramatically reorganize said structure as well as the quantified aspects detailing the management decisions to either retain or “lay off” senior RDA staff should be scrutinized by Council.

Council should also be very concerned with the “whistle blower” issue.

Respectfully submitted,

David S. Wall
10.14.10

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Cc: City Attorney / City Auditor / City Manager