



**NOTICE and AGENDA
CITY SELECTION COMMITTEE**

6:15 P.M. Thursday, February 9, 2017
Sunnyvale City Hall, West Conference Room
456 West Olive Avenue, Sunnyvale, CA

NOTICE OF MEETING

NOTICE IS HEREBY GIVEN, pursuant to the requirement of law, that the City Selection Committee for Santa Clara County will meet Thursday, February 9, 2017 at 6:15 p.m. at Sunnyvale City Hall, Sunnyvale, CA, in accordance with the following agenda items.

AGENDA

- 1. Call to Order/Roll Call**
- 2. Consent Calendar**
 - A. Draft Minutes of the meeting of January 12, 2017.
- 3. Communication Received from:**
 - A. Emergency Operational Area Council (OAC) –**
 1. Bylaws & Membership
 2. 2017 Schedule of Meetings
 - a. Central County Cities Alternate: one elected official from the city of Sunnyvale, Santa Clara, or Milpitas to fulfill ongoing term expiring September 2017.
 - b. South County & West Valley Cities Alternate: one elected official from the cities of Gilroy, Morgan Hill, Campbell, Los Gatos, Saratoga, or Monte Sereno to fulfill an ongoing term expiring September 2017.
 - B. Local Agency Formation Commission (LAFCO) – Alternate –** one city elected official from a city other than San Jose to fulfill an ongoing term expiring May 2020.
 1. LAFCO Overview & Membership
 - C. Cal ID/RAN Board –** one mayor to fulfill ongoing term.
 1. Job Description
 2. Cal ID/RAN MOU
 - D. Association of Bay Area Government (ABAG) Executive Board –** one city elected official to fill ongoing term expiring June 2018.
 1. Bylaws/Membership

4. Appointments - Motions will be accepted from the floor in addition to consideration of submitted expressions of interest.

A. OAC – two appointments

1. Central County Cities Alternate
2. South County & West Valley Cities Alternate

B. LAFCO – one appointment

1. Expression of interest received from Jean Mordo of Los Altos.

C. Cal ID RAN Board – one appointment

1. Expression of interest received from Gary Waldeck of Los Altos Hills.

D. ABAG – one appointment

1. Expression of interest received from Chris Clark of Mountain View.
2. Expression of interest received from Liz Gibbons of Campbell.
3. Expression of interest received from Rowena Turner of Monte Sereno.

5. Adjournment

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



Draft Minutes
SANTA CLARA COUNTY CITY SELECTION COMMITTEE
Sunnyvale City Hall
January 12, 2017

The meeting of the Santa Clara County City Selection Committee was called to order at 7:05 p.m. with City Selection Committee Chair Greg Scharff presiding.

1. Call to Order/Roll Call

Present:

Liz Gibbons, Campbell
Rod Sinks, Cupertino
Daniel Harney, Gilroy
Jeannie Bruins, Los Altos
Marico Sayoc, Los Gatos
Rich Tran, Milpitas
Burton Craig, Monte Sereno
Steve Tate, Morgan Hill
Ken Rosenberg, Mountain View
Greg Scharff, Palo Alto
Chappie Jones, San Jose
Debi Davis, Santa Clara
Manny Cappello, Saratoga
Jim Griffith, Sunnyvale

Also Present:

Margaret Abe-Koga, Mountain View
Marsha Grilli, Milpitas
Jim Keene, Palo Alto/CMA Liaison
Chris Clark, Mountain View
Cat Tucker, Gilroy
Rob Rennie, Los Gatos

Raania Mohsen, Cities Association

- 2. Consent Calendar:** Minutes of the meeting of June 9, 2016 was approved. Motion (Bruins)/Second (Cappello)/ to accept the minutes. Motion Carried Unanimously 14:0.

Ayes: Bruins, Cappello, Craig, Davis, Gibbons, Griffith, Harney, Jones, Rosenberg, Sayoc, Scharff, Sinks, Tran, Tate

No:

Abstention:

Absent: Waldeck

3. Communications & Appointments:

- A. Silicon Valley Regional Interoperability Authority (SVRIA) Alternate – One Alternate Director** - one elected official (from the city/town of Campbell, Cupertino, Los Gatos, Milpitas, Morgan Hill, Palo Alto, Santa Clara, or Saratoga) to fulfill an ongoing term expiring October 2018.

Motion to nominate Debi Davis of Santa Clara. Motion (Davis)/ Second (Scharff).
Motion carried unanimously (14:0)

Ayes: Bruins, Cappello, Craig, Davis, Gibbons, Griffith, Harney, Jones, Rosenberg,
Sayoc, Scharff, Sinks, Tran, Tate

No:

Abstention:

Absent: Waldeck

Motion to appoint Debi Davis as Alternate to SVRIA (Jones)/ Second (Bruins). Motion
Carried unanimously 14:0.

Ayes: Bruins, Cappello, Craig, Davis, Gibbons, Griffith, Harney, Jones, Rosenberg,
Sayoc, Scharff, Sinks, Tran, Tate

No:

Abstention:

Absent: Waldeck

B. Recycling Waste & Reduction Commission (RWRC)

1. **West Valley Cities Seat:** one elected official from Campbell, Los Gatos, Monte Sereno or Saratoga to fill a new term expiring September 2022.
 - a. Expression of interest received from Mary-Lynne Bernald of Saratoga.

Motion to appoint Mary-Lynne Bernald of Saratoga to West Valley Cities Seat of the RWRC carried unanimously 14:0.

Ayes: Bruins, Cappello, Craig, Davis, Gibbons, Griffith, Harney, Jones, Rosenberg,
Sayoc, Scharff, Sinks, Tran, Tate

No:

Abstention:

Absent: Waldeck

2. **Member-at-Large Seat:** one elected official from a city not currently represented on the Commission (Los Altos, Campbell, Los Altos Hills, Los Gatos, Milpitas, Monte Sereno, Morgan Hill, Mountain View, Palo Alto, or Saratoga) to fulfill a new term expiring January 2023.
 - a. Expression of interest received from Pat Showalter of Mountain View.

Motion to appoint Pat Showalter of Mountain View to Member-at-Large Seat of the RWRC carried unanimously 14:0.

Ayes: Bruins, Cappello, Craig, Davis, Gibbons, Griffith, Harney, Jones, Rosenberg,
Sayoc, Scharff, Sinks, Tran, Tate

No:

Abstention:

Absent: Waldeck

3. **Member-at-Large Seat:** one elected official from a city not currently represented on the Commission (Los Altos, Los Altos Hills, Los Gatos, Milpitas, Monte Sereno, Morgan Hill, Palo Alto, or Saratoga) to fulfill an ongoing expiring January 2021.
 - a. Expression of interest received from Susan Landry of Campbell.

Motion to appoint Susan Landry of Campbell to Member-at-Large Seat to the RWRC carried unanimously (14:0.)

Ayes: Bruins, Cappello, Craig, Davis, Gibbons, Griffith, Harney, Jones, Rosenberg, Sayoc, Scharff, Sinks, Tran, Tate

No:

Abstention:

Absent: Waldeck

C. Emergency Operation Area Council (OAC) –

1. **North County Cities Seat:** one elected official from Los Altos, Los Altos Hills, Mountain View, or Palo Alto to fulfill a new term expiring December 2018.
 - a. Expression of interest received from Lydia Kou of Palo Alto.

Motion carried unanimously to appoint Lydia Kou to the North County Cities Seat of OAC 14:0.

Ayes: Bruins, Cappello, Craig, Davis, Gibbons, Griffith, Harney, Jones, Rosenberg, Sayoc, Scharff, Sinks, Tran, Tate

No:

Abstention:

Absent: Waldeck

2. **North County Cities Seat Alternate:** one elected official from Los Altos, Los Altos Hills, Mountain View, or Palo Alto to fulfill a new term expiring December 2018.
 - a. Expression of interest from the floor received from Ken Rosenberg of Mountain View.

Motion carried unanimously to appoint Ken Rosenberg as the Alternate to the North County Cities Seat 14:0.

Ayes: Bruins, Cappello, Craig, Davis, Gibbons, Griffith, Harney, Jones, Rosenberg, Sayoc, Scharff, Sinks, Tran, Tate

No:

Abstention:

Absent: Waldeck

3. Central County Cities Seat: one elected official from the city of Sunnyvale, Santa Clara, or Milpitas to fulfill ongoing term expiring September 2017.

- a. Expression of interest from the floor received from Debi Davis of Santa Clara.

Motion to appoint Debi Davis of Santa Clara to Central County Cities Seat of the OAC carried unanimously 14:0.

Ayes: Bruins, Cappello, Craig, Davis, Gibbons, Griffith, Harney, Jones, Rosenberg, Sayoc, Scharff, Sinks, Tran, Tate

No:

Abstention:

Absent: Waldeck

- 4. South County & West Valley Cities Seat:** one elected official from the city of Gilroy, Morgan Hill, Campbell, Los Gatos, Saratoga, or Monte Sereno to fulfill an ongoing term expiring September 2017.

- a. Expression of interest received from Rob Rennie of Los Gatos.

Motion to appoint Rob Rennie of Los Gatos to the South County & West Valley Cities Seat of the OAC carried unanimously 14:0.

Ayes: Bruins, Cappello, Craig, Davis, Gibbons, Griffith, Harney, Jones, Rosenberg, Sayoc, Scharff, Sinks, Tran, Tate

No:

Abstention:

Absent: Waldeck

The Central County Cities Alternate seat remains vacant and will be scheduled for appointment at the next CSC Meeting. In addition, the South County & West Valley Cities Alternate Seat has now vacated by Rob Rennie due to his appointment to the primary seat.

D. Metropolitan Transportation Commission (MTC) – one city elected official from a jurisdiction other than San Jose to fulfill an ongoing term expiring February 2019.

- a. Expression of interest received from Rod Sinks of Cupertino.
- b. Expression of interest received from Jeannie Bruins of Los Altos.
- c. Expression of interest received from Margaret Abe-Koga of Mountain View.
- d. Expression of interest received from Anthony Phan of Milpitas.

- e. Expression of interest received from Greg Scharff of Palo Alto.

City Selection Committee members were provided with a ballot including the five nominees and instructed to vote for one nominee.

Abe-Koga: Griffith, Rosenberg (2)

Bruins: Bruins, Davis, Gibbons, Jones (4)

Phan: Tran (1)

Scharff: Cappello, Harney, Sayoc, Scharff, Tate (5)

Sinks: Craig, Vaidhyanathan (2)

Abstention:

Absent: Waldeck

Nominees with the least two numbers of votes were eliminated from the next round of voting.

Members were provided with a second ballot to vote for one of two nominees:

Bruins: Bruins, Davis, Gibbons, Griffith, Jones, Rosenberg, Tran, Vaidhyanathan (8)

Scharff: Cappello, Craig, Harney, Sayoc, Scharff, Tate (6)

Jeannie Bruins of Los Altos was appointed to represent the cities of Santa Clara County on the Metropolitan Transportation Commission (MTC) 8:6.

E. Local Agency Formation Commission (LAFCO) – one city elected official to fulfill ongoing term expiring May 2020.

a. Expression of interest received from Rob Rennie of Los Gatos.

b. Expression of interest received from Margaret Abe-Koga of Mountain View.

c. Expression of interest received from Cat Tucker of Los Gatos.

City Selection Committee members were provided with a ballot including the three nominees and instructed to vote for one nominee.

Abe-Koga: Bruins, Gibbons, Griffith, Rosenberg, Tran, Vaidhyanathan (6)

Rennie: Craig, Davis, Jones, Sayoc, Scharff (5)

Tucker: Cappello, Harney, Tate (3)

Abstention:

Absent: Waldeck

Members were provided with a second ballot to vote for one of two nominees.

Abe-Koga: Bruins, Cappello, Gibbons, Griffith, Rosenberg, Tran, Vaidhyanathan (7)

Rennie: Craig, Davis, Harney, Jones, Sayoc, Scharff, Tate (7)

Due to a tie of recorded votes, Members were provided with a third ballot to vote for one of two nominees.

Abe-Koga: Bruins, Gibbons, Griffith, Rosenberg, Tran, Vaidhyanathan (6)

Rennie: Cappello, Craig, Davis, Harney, Jones, Sayoc, Scharff, Tate (8)

Abstention:

Absent: Waldeck

Rob Rennie of Los Gatos was appointed to represent the cities of Santa Clara County on LAFCO 8:6.

F. Bay Area Air Quality Management District (BAAQMD) – one appointment to a new term expiring November 2018.

- a. Expression of interest received from Marico Sayoc of Los Gatos.
- b. Expression of interest received from Rob Rennie of Cupertino.

Sayoc: Gibbons, Rosenberg, Sayoc, Tran (4)

Sinks: Bruins, Cappello, Craig, Davis, Griffith, Jones, Harney, Scharff, Tate, Vaidhyanathan (10)

Abstention:

Absent: Waldeck

Rod Sinks of Cupertino was reappointed to BAAQMD 10:4.

G. Association of Bay Area Government (ABAG)- one city elected official to fulfill ongoing term expiring June 2018.

- a. Expression of interest received from Chris Clark of Mountain View.
- b. Expression of interest received from Liz Gibbons of Campbell.
- c. Expression of interest received from Antony Phan of Milpitas.

City Selection Committee members were provided with a ballot including the three nominees and instructed to vote for one nominee.

Clark: Cappello, Griffith, Rosenberg, Scharff, Tate (5)

Gibbons: Craig, Davis, Gibbons, Harney, Jones, Sayoc, Vaidhyanathan (7)

Phan: Tran (1)

Abstention: Bruins

Absent: Waldeck

City Selection Committee members were provided with a second ballot and instructed to vote for one nominee

Clark: Cappello, Griffith, Rosenberg, Scharff, Tate (5)

Gibbons: Craig, Davis, Gibbons, Harney, Jones, Sayoc, Vaidhyanathan (7)

Abstention: Bruins, Tran

Absent: Waldeck

Due to the absence of a majority (8) vote, an appointment to ABAG was not finalized and will be revisited.

4. Adjournment.

The meeting was adjourned at 7:25 pm.

Respectfully submitted:

Raania Mohsen, Executive Director

SANTA CLARA COUNTY EMERGENCY OPERATIONAL AREA COUNCIL

BYLAWS

I. Establishment of the Operational Area Council (OAC)

The OAC was established by the County of Santa Clara Board of Supervisors through Section A8-23 and A8-24 to the County Ordinance Code.

II. Purpose, Role, and Responsibilities.

Section A8-24 of the County Ordinance Code describes the purpose, role, and responsibilities of the OAC as follows:

The Santa Clara County Emergency Operational Area Council is charged with the purpose to enhance planning and preparedness for large-scale emergencies; to create effective partnerships in emergency planning, preparedness, training and exercise within the Operational Area; to consolidate activities of cities and special districts to participate more efficiently in planning for future emergencies and disasters; to provide access to public-private partners to participate in emergency planning and preparedness; and to develop broad-based emergency preparedness and planning funding priorities and recommendations.

The role and responsibility of the Santa Clara County Emergency Operational Area Council shall include:

- (a) Electing a chair and vice-chair annually.
- (b) Meeting at least quarterly or upon the call of the chair or, in the chair's absence from the County or inability to call a meeting, upon call of the vice-chair.
- (c) Recommending for adoption by the Board of Supervisors by-laws concerning the administration and operations of the Santa Clara County Emergency Operational Area Council.
- (d) Coordinating, reviewing, and recommending for approval for adoption by the Board of Supervisors emergency and mutual aid plans and such ordinances and resolutions and rules and regulations as are necessary to implement such plans and agreements, as well as reviewing and recommending disaster response policies, procedures, and funding priorities.
- (e) Ensuring a unity of purpose in emergency plans, policies, and procedures.
- (f) Fostering an effective flow of disaster information and emergency preparedness through training, uniformity in planning, and response plans and policies.

(g) Establishing subcommittees for specific detailed work that requires the focus of technical experts to develop plans, policies, and procedures for the Santa Clara Operational Area, consisting of at least the following: (1) Infrastructure Committee; (2) Mass Care and Shelter Committee; (3) Communications Committee; (4) Public Information and Preparedness Committee; and (5) Business and Private Sector Committee.

(h) Providing technical review of all disaster plans by any public entity or special district for approval to form and compliance with:

- (1) Incident Command System.
- (2) Standardized Emergency Management System.
- (3) National Incident Management System.

The role of the Santa Clara County Emergency Operational Area Council does not include:

- (a) Operational powers during emergencies or disasters.
- (b) Final adoption of emergency plans, policies, and procedures.
- (c) Enforcement functions of emergency plans, policies, and procedures.

III. Membership

Under Section A8-23 of the County Ordinance Code, the membership of the OAC shall consist of:

- (a) A designated member of the Santa Clara County Board of Supervisors.
- (b) A designated member of the Santa Clara Valley Water District.
- (c) Five designated council members from cities in Santa Clara County.
- (d) The County Executive or his/her designee.
- (e) A designated member of the Santa Clara County City Managers Association.
- (f) A designated member of the Santa Clara County Police Chiefs Association.
- (g) A designated member of the Santa Clara County Fire Chiefs Association.
- (h) The Santa Clara County Public Health Officer.

(i) The Valley Transportation Authority Chief Operating Officer.

(j) A designated representative of the Santa Clara County emergency management community who shall serve without a vote.

All OAC member positions shall also have a named alternate, appointed in the same manner and by the same appointing authority as the primary member. Each alternate is responsible for being informed sufficiently to represent the primary member at meetings and to vote should the primary member be unable to attend a meeting or resign from office.

IV. Terms

The term of office for each member shall be two years, with members eligible to serve multiple terms. The terms of the County Executive, County Public Health Officer, and COO of the VTA are unlimited.

V. Attendance

Every OAC member shall attempt to attend each meeting of the OAC. In the event that an OAC member fails to attend a posted meeting and fails to notify the Chair or Vice Chair in advance of the absence, the absence shall be recorded as unexcused. If a member incurs three unexcused absences from posted meetings in a single year, the Chair will request the appointing authority to consider replacing the designated member with a representative who can attend meetings on a regular basis.

VI. Leadership

The OAC shall elect a Chair and Vice-Chair by a majority vote at the first meeting of the calendar year. The term of the Chair and Vice Chair shall be one year.

The Chairperson shall preside over the meetings of the OAC; shall sign all resolutions, reports, and other documents adopted or approved by the OAC; and shall perform such other duties as the OAC may prescribe.

The Vice-Chair shall have all of the powers and duties of the Chair in his/her absence. In the absence of the Chair and Vice-Chair, the remaining members shall appoint a member to act as temporary Chairperson.

If the office of Chair or Vice Chair becomes vacant during the term of such office, the OAC shall elect a successor from its membership at the earliest meeting at which such an election is practicable. Such election shall be for the unexpired term of such office.

VII. Committees

The OAC may create both standing and ad hoc committees for the purpose of accomplishing its business. All committees shall be advisory to the OAC and decisions shall be reached by consensus; if consensus is not reached, the OAC shall receive information on the various options that were considered by the committee.

VIII. Secretary

The Clerk of the Board of the County shall be ex-officio secretary of the OAC and shall be responsible for providing secretarial assistance to the OAC during its meetings.

IX. Meetings

Notice: OAC meetings shall be properly noticed and open to the public in accordance with the Ralph M. Brown Act.

Procedure: Except as provided in these bylaws, meetings and other business of the OAC shall be conducted in accordance with Robert's Rules of Order.

Meeting Schedule and Location: The OAC shall generally meet bi-monthly. Special sessions shall be called as necessary. Meetings of the OAC shall generally be held at the Sheriff's Administration Building, 55 West Younger Avenue, San Jose.

Quorum: A quorum is required to initiate the transaction of business at any regular or special meeting of the OAC. A majority of the members of the OAC, not counting any vacancies, shall constitute a quorum. A quorum is sufficient to pass a motion on any action item before the OAC.

Agenda: The Chair shall prepare the agenda for each OAC meeting. Items to be placed on the agenda of any regular meeting shall be on file with the secretary of the OAC ten days prior to the scheduled meeting. Any member of the OAC may place an item on the agenda.

X. Adjournment

A majority of the members present, whether or not a quorum is present, may adjourn any meeting to another time and place. If the meeting is adjourned for more than twenty-four hours, notice of the adjournment shall be given.

XI. Bylaws Amendments

Proposed amendments shall be presented to the OAC in writing at a regular meeting. The OAC may then recommend amendment of these bylaws, subject to the approval of the Board of Supervisors. A recommendation to amend the bylaws shall be approved as to form and legality by County Counsel and transmitted to the Board of Supervisors for final approval.

XII. Conflict of Interest Policy

In accordance with the Political Reform Act, an OAC member shall not make, participate in making, or in any way use or attempt to use his/her official position to influence a governmental decision in which he/she knows or has reason to know that he/she has a disqualifying conflict of interest. A conflict of interest exists if the decision will have a reasonably foreseeable material financial effect on one or more of the OAC member's economic interests, unless the effect is indistinguishable from the effect on the public generally. The OAC is included within the County of Santa Clara's Conflict of Interest Code, which identifies the OAC's designated positions and disclosure categories.

An OAC member who has a disqualifying conflict of interest on an agenda item that will be heard in an open meeting of the OAC shall abstain from voting on the matter. Generally, if an OAC member is disqualified from participating in a decision because of a conflict of interest, the OAC member must (1) publicly announce the source of the conflict of interest (2) leave the room during any discussion or deliberations on the matter in question, and (3) not participate in the decision or be counted for purposes of a quorum. An OAC member with a disqualifying conflict of interest shall not be present during a closed session meeting of the OAC when the decision is considered and shall not obtain or review a recording or any other nonpublic information regarding the issue.

In accordance with Government Code section 1090, OAC members shall not be financially interested in any contract made by the OAC, including in the development, preliminary discussions, negotiations, compromises, planning, reasoning, and specifications and solicitations for bids. If an OAC member has such a financial interest, the OAC is barred from entering into the contract even if that member abstains from participation in the contracting process.

Furthermore, pursuant to the common law doctrine against conflict of interests, an OAC member shall abstain from any official action in which his/her private or personal interest may conflict with his/her official duties.

818613

Santa Clara County Emergency Operational Area Council
2017 Meeting Location & Schedule

Where: Sheriff's Auditorium, Office of the Sheriff, 55 West
Younger Avenue, San Jose

When: Quarterly, 4th Thursday of the month, 1:30pm

Dates: Thursday, February 23, 1:30 pm

Thursday, May 25, 1:30 pm

Thursday, August 24, 1:30 pm

Thursday, November 9, 1:30 pm

*Moved to the 2nd Thursday due to Thanksgiving Holiday



APPOINTMENT TO THE LOCAL AGENCY FORMATION COMMISSION (LAFCO) BY THE SANTA CLARA COUNTY CITY SELECTION COMMITTEE

CITIES MEMBER

The Santa Clara County City Selection Committee appoints one council member or mayor to serve as a LAFCO Commissioner for a term of four years, or for the remainder of a vacated term.

ALTERNATE CITIES MEMBER

The Santa Clara County City Selection Committee appoints one council member or mayor to serve as Alternate LAFCO Commissioner for a term of four years, or for the remainder of a vacated term.

CITIES MEMBER SELECTION

Because San Jose has a permanent seat on LAFCO, the cities member may be selected from any of the other 14 cities in the county. However, the cities member must not be from the same city as the public member. Currently, LAFCO public members are from the cities of Morgan Hill and Palo Alto. A cities member may serve on LAFCO only while holding office as a city council member.

The Cortese Knox Hertzberg Local Government Reorganization Act of 2000 (CKH Act) that governs LAFCO, encourages the City Selection Committee to select members to fairly represent the diversity of the cities in the county with respect to population and geography.

The City Selection Committee, may, at the time it appoints a member or alternate, provide that the member or alternate is disqualified from voting on proposals affecting the city which the member or alternate represents.

ROLE OF LAFCO COMMISSIONERS

While serving on LAFCO, pursuant to the CKH Act, all commissioners shall exercise their independent judgement on behalf of the interests of the public as a whole in furthering the purposes of the CKH Act, and not solely the interests of the appointing authority.

The alternate cities member may vote / serve in place of the cities member if the cities member is absent or does not qualify to participate in a meeting. If the office of a regular cities member becomes vacant, the alternate cities member may serve and vote in place

of the former regular cities member until the vacancy is filled. Alternate members are expected and encouraged to attend and participate in all LAFCO meetings, even if the regular member is present.

LAFCO PURPOSE

LAFCO is an independent local agency created by the State legislature in 1963 to encourage orderly growth and development of local agencies. LAFCO's mission is to promote sustainable growth and good governance in Santa Clara County by preserving agricultural and open space lands, preventing urban sprawl, and encouraging efficient delivery of services.

LAFCO AUTHORITY

LAFCO regulates annexations and other boundary changes for cities and special districts including detachments, consolidations, formations and dissolutions. The Commission also has authority over amendments to cities' Urban Service Area boundaries; and over service extensions outside jurisdictional boundaries. Once every five years, LAFCO is also required to conduct Service Reviews prior to reviewing and updating as necessary, the Spheres of Influence for cities and special districts.

LAFCO COMPOSITION

Funded jointly by the cities, the independent special districts and the County, Santa Clara LAFCO is made up of seven commissioners including two county supervisors; one council member from the City of San Jose; one council member from any of the other 14 cities; two special district members – including one Santa Clara Valley Water District board member; and one public member selected by the other six members. Five alternate commissioners, one for each category serve in place of the regular members when needed.

LAFCO contracts with the County of Santa Clara for its staffing, services and facilities.

LAFCO MEETINGS

LAFCO generally meets on the first Wednesday of even months at 1:15 PM at the County Government Center in San Jose. LAFCO commissioners are expected to make every effort to attend all six regular meetings. LAFCO commissioners receive a per diem of \$100 for attendance at LAFCO meetings. Commissioners are excluded from voting on proposals if proponents or agents of the project have contributed over \$250 to them during the 12 months prior to the date of the LAFCO filing.

MORE INFORMATION

More information on LAFCO is available on the web site at www.santaclaralafco.org.

Please contact Neelima Palacherla, LAFCO Executive Officer at (408) 993-4713 or e-mail neelima.palacherla@ceo.sccgov.org with any questions on LAFCO and for the most current LAFCO information.

JOB DESCRIPTION

Santa Clara County Local Policy Board for Cal/ID RAN (Automated Fingerprint System)

<i>Authority:</i>	Penal Code Section 11112.4 authorizes Santa Clara County's automated fingerprint system. The Policy Board oversees administration of the system, including funding, equipment, personnel, and the relationship between the local and state programs.
<i>Meetings:</i>	Once a year, in early March, usually a Wednesday, at 10 a.m., plus additional meetings if needed. Sheriff's office, 4th floor 55 W. Younger Avenue San Jose, CA
<i>Stipend:</i>	None
<i>Term of appointment:</i>	Effective immediately; ongoing appointment.
<i>Eligible cities:</i>	This position is usually held by a Mayor. All cities are eligible.
<i>Reporting requirements:</i>	City Selection appointees present reports to the Board of Directors of the Cities Association regarding relevant activities of the Cal/ID Board.
<i>For more information:</i>	Captain Nuno Ribeiro Office of the Sheriff 55 W. Younger Avenue San Jose, CA 95110 Nuno.ribeiro@sheriff.sccgov.org (408) 808-4403

MEMORANDUM OF UNDERSTANDING
To Provide Local Law Enforcement Agency Access
to the
California Identification System

- 1. RECITALS**
- 2. PURPOSE**
- 3. SCOPE**
- 4. POLICIES AND POLICY BOARD**
- 5. EMPLOYEES**
- 6. EQUIPMENT**
- 7. SYSTEM ADMINISTRATION**
 - A. PRIMARY OPERATION RESPONSIBILITY**
 - B. COUNTY'S RESPONSIBILITIES**
 - C. INCORPORATED CITIES' RESPONSIBILITIES**
 - D. ACCESS**
- 8. COST OF SERVICES**
 - A. ADMINISTRATION**
 - B. ANNUAL BUDGET AND COUNTY REIMBURSEMENT**
 - C. BUDGET ADJUSTMENTS**
 - D. COSTS**
 - E. ALLOCATED PERCENTAGES**
 - F. RESIDUAL COSTS**
 - G. NEW USERS**
- 9. FINANCIAL REPORTING & RIGHT TO AUDIT**
- 10. TERM**
- 11. TERMINATION AND WITHDRAWAL**
- 12. CHANGES**
- 13. NOTICE**
- 14. INDEMNIFICATION**
- 15. EXECUTUION, EFFECTIVENESS, AND DISPUTE RESOLUTION**

JUN 26 2013

ORIGINAL

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16. COUNTY CONTRACTING REQUIREMENTS

- A. COUNTY NO SMOKING POLICY**
- B. BEVERAGE NUTRITIONAL CRITERIA**
- C. BUDGET CONTINGENCY**

17. AMENDMENTS, COUNTERPARTS, SEVERABILITY, WAIVERS, GOVERNING LAW, ENTIRE AGREEMENT

- A. AMENDMENTS**
- B. COUNTERPARTS**
- C. SEVERABILITY**
- D. WAIVERS**
- E. GOVERNING LAW**
- F. ENTIRE AGREEMENT**

Signature Pages

MEMORANDUM OF UNDERSTANDING
To Provide Local Law Enforcement Agency Access
to the
California Identification System

This AGREEMENT is made and entered into this _____ day of _____ 2013, by and between the COUNTY OF SANTA CLARA, a county in the State of California (hereinafter "County"), THE CITY OF CAMPBELL, a municipal corporation, THE CITY OF CUPERTINO, a municipal corporation, THE CITY OF GILROY, a municipal corporation, THE CITY OF LOS ALTOS, a municipal corporation, THE TOWN OF LOS ALTOS HILLS, a municipal corporation, THE TOWN OF LOS GATOS, a municipal corporation, THE CITY OF MILPITAS, a municipal corporation, THE CITY OF MONTE SERENO, a municipal corporation, THE CITY OF MORGAN HILL, a municipal corporation, THE CITY OF MOUNTAIN VIEW, a municipal corporation, THE CITY OF PALO ALTO, a municipal corporation, THE CITY OF SAN JOSE, a municipal corporation, THE CITY OF SANTA CLARA, a municipal corporation, THE CITY OF SARATOGA, a municipal corporation, THE CITY OF SUNNYVALE, a municipal corporation (hereinafter collectively referred to as "Incorporated Cities").

1. RECITALS

Whereas, on April 26 1988, the County and Incorporated Cities entered into an "Agreement to Provide Local Law Enforcement Agency Access to the California Identification System" (Cal-ID) which Agreement has been amended from time to time (CAL-ID Agreement); and

Whereas, on May 20, 1997, the County and City of San Jose entered into a "Memorandum of Understanding Regarding the Acquisition and Operation of the Automated Fingerprint Identification System between the City of San José and the County of Santa Clara" (AFIS Agreement); and

Whereas, on October 8, 2002, the County and Incorporated Cities entered into a "Memorandum of Understanding Regarding the Operation of the Automated Fingerprint Identification System and to provide Local Law Enforcement Agencies access to the California Identification System" ("MOU") to set forth their respective obligations with respect to the cost and operation and maintenance of the Cal-ID and AFIS program ("Consolidated Program"); and

Whereas, on April 25, 2003, the County and Incorporated Cities entered into a "First Amendment to the Memorandum of Understanding Regarding the Operation of the Automated Fingerprint Identification System and to Provide Local Law Enforcement Agencies Access to the California Identification System"; and

Whereas, on March 5, 2009, the Santa Clara County Board of Supervisors Management Audit Division released its "Review of the Automated Fingerprint Identification System (AFIS) and California Identification System (Cal-ID) Memorandum of Understanding" recommending a change to the cost allocation methodology from one based upon population to one based upon usage; and

Whereas, on February 2, 2011, the County and Incorporated Cities entered into a "Second Amendment to the Memorandum of Understanding Regarding the Operation of the Automated Fingerprint Identification System and to Provide Local Law Enforcement Agencies Access to the California Identification System" in order to change the methodology for allocating costs among participating agencies from one based upon population to one based upon historical usage; and

Whereas, on March 25, 2013 the Cal-ID Random Access Network Board (Cal-ID RAN) approved the transfer of the Cal ID operations, equipment, and assets to the management, and operation of the County; and

Whereas the City of San Jose, as the agency with the largest number of sworn officers and highest activity levels in the County, intends to maintain its own latent print unit requiring the ability to retain equipment ¹and access to the AFIS database for the purpose of registering latent prints and managing San Jose Police Department cases; and

Whereas the City of San Jose will continue to be a member of the Cal-ID Program and retain all benefits associated with being an active member including access to equipment, system upgrades and enhancements, and funding in support of San Jose's on-going contributions to the AFIS database;

NOW, THEREFORE, County and Incorporated Cities hereby agree as follows:

2. PURPOSE

The Cal-ID Program provides participating law enforcement agencies with access to the computerized fingerprint database AFIS which includes the 10-print function, latent print identification, mobile identification and the mugshot system.

Livescan devices, used to capture fingerprints taken at the time a person is booked following arrest, are located at the Office of the Sheriff and each city police department in the County.

The Livescan devices electronically transmit fingerprints obtained during the booking process

¹ As provided for in Section 11 B. 1 of the Amended and Restated Agreement to Provide Local Law Enforcement Agency Access to the California Identification System, 2000

directly to AFIS. The AFIS computer searches and compares the prints to prints already in the database. Once local processing is complete, records are electronically sent to the California Department of Justice ("DOJ"). The DOJ searches and registers these booking prints in their databases and transmits the prints and records to the Federal Bureau of Investigation ("FBI")'s database.

The AFIS has the ability to identify deceased persons for the Medical Examiner Coroner's office and persons who have given false information to law enforcement officers about their identity.

In addition, the CAL-ID Program provides latent print identification services to participating agencies consistent with priorities outlined in this Agreement. Cal-ID also supports federal, state and other local agencies with these services.

3. SCOPE

This Agreement sets forth the terms and conditions for oversight, operation, and management of the Cal-ID function in the County of Santa Clara, State of California.

4. POLICIES AND LOCAL POLICY BOARD

1. Pursuant to California Penal Code Section 11112.4, a local, remote access network board, known as the "Santa Clara County CAL-ID RAN Policy Board" ("Local Policy Board"), has been established, which Local Policy Board is currently composed of the following members: a member of the Board of Supervisors, the Sheriff, the District Attorney, the Chief of Police of the department having the largest number of sworn personnel within the County, a Chief of Police selected by all of the Police Chiefs within the County, a Mayor selected by the City Selection Committee established pursuant to California Government Code Section 50270, and a member-at-large chosen by the other members.
2. Pursuant to California Penal Code Section 11112.4, the Local Policy Board shall:
 - a. Establish policies and procedures necessary to implement the purposes of this Agreement.
 - b. Establish a budget and approve expenditures consistent with the terms of this Agreement.
 - c. Determine and coordinate the purchase, acceptance, placement, installation, use, maintenance, replacement, disposition of, and all other matters concerning the local AFIS and all local RAN equipment within the County, adhering to the policy guidelines

and procedures adopted by the California Department of Justice. Pursuant to California Penal Code Section 11112.4, the Local Policy Board shall consider the placement of equipment on the basis of the following criteria:

- (1) The crime rate of the jurisdiction or jurisdictions served by the agency.
- (2) The number of criminal offenses reported by the agency or agencies to the California Department of Justice.
- (3) The potential number of fingerprint cards and latent fingerprints processed.
- (4) The number of sworn personnel of the agency or agencies.

d. Develop procedures to regulate the ongoing use and maintenance of the local AFIS and the local RAN equipment adhering to the policy guidelines and procedures adopted by the DOJ; and

e. Determine the placement of personnel funded by the CAL-ID Program

5. EMPLOYEES

The County shall provide such employees as the Local Policy Board considers necessary for the efficient operation of the CAL-ID Program. The salary and benefit costs incurred by the County in the employment of persons provided pursuant to this section shall be paid for out of the payments made by the County and Incorporated Cities pursuant to this Agreement at the time these costs are due and payable.

6. EQUIPMENT

All of the Equipment used to provide the services described in this Agreement shall be owned by the County. From time to time some pieces of equipment will be replaced and new equipment will be obtained pursuant to this Agreement. All equipment used in the provision of services pursuant to this Agreement shall remain the property of the County.

a. In the event that the local RAN equipment and/or AFIS equipment, or any portion thereof, is destroyed or damaged beyond repair, replacement equipment shall be purchased by County as purchasing agent for the program. Except as provided in Subsection B, the cost of replacement equipment shall be allocated among all parties, based upon each party's Allocated Percentage as set forth in Section 8, "Cost of Services" below.

b. In the event local RAN equipment and/or AFIS equipment, or any portion thereof, is destroyed or damaged beyond repair due to the willful misconduct of an employee or agent of the County and/or any Incorporated City(s), its officers, agents, or employees, in

which event, the replacement cost shall be borne by the County or responsible Incorporated City(s), whichever entity is responsible for the damage

7. SYSTEM ADMINISTRATION

The County agrees to operate the CAL-ID Program in accordance with the provisions described below.

A. PRIMARY OPERATION RESPONSIBILITY

The Office of the Sheriff shall be primarily responsible for the overall operation and maintenance of the CAL-ID Program consistent with the budget and overall direction mutually established.

B. COUNTY'S RESPONSIBILITIES

County shall provide the following services:

1. County shall be responsible for maintaining the AFIS statistical file database, including but not limited to the 10-print files and latent print files.
2. County shall receive and verify all 10-print files from all remote sites in Santa Clara County.
3. County shall provide continuing quality control (editing) on incoming fingerprint images with existing database records.
4. County shall perform comparative analysis of fingerprints received from the District Attorney's Office and testify in court when requested, with reasonable notice.
5. County shall provide statistics annually within a Fiscal Year to the Local Policy Board. These statistics shall include, but not be limited to the following: 10-print database size; unsolved latent file size; number of 10-print and latent queries, verifications and identifications by agency, hit rates of each, number and types of record purges, information on frequency and circumstance of maintenance calls and their resolution, and other data as may be available via Cal ID's statistical reporting capability. The Local Policy Board has the ability to audit performance statistics at any time upon reasonable notice to the County.
6. County shall provide, within limitations of the approved Operating Budget, 24-hour coverage 365 days a year to receive and process electronic images of fingerprints from Livescan sites within Santa Clara County. County shall notify Cal-ID users of any significant and unplanned period of time when coverage is not available.

7. County shall provide power and space for AFIS equipment housed at County facilities, costs to be allocated among all Parties to the Agreement, in accordance with the provisions of the Agreement.
8. County shall act as point of contact with the AFIS vendor in assuring vendor compliance with the terms of the maintenance agreement and shall assure that the operating system, hardware and all related components will be available in a state that the operating purposes of this Agreement are supported at the agreed-upon level. A process for 24 hour per day/7day per week notification and response will be established
9. County is responsible for preparing, on an annual basis, a list that outlines service priorities that will be equally applicable to all agencies that use the services described in this Agreement. The list will recognize that the primary purposes of the system are to assure timely identification of persons being booked into custody.
10. County shall provide and maintain the County's Criminal Justice Information Control (CJIC) interface to AFIS.
11. County shall maintain and perform corrections to CJIC databases and consolidate multiple person files.
12. County shall provide and maintain all the communication lines between County and all remote access sites of the County.

C. INCORPORATED CITIES' RESPONSIBILITIES

Incorporated Cities shall provide the following services:

1. Each Incorporated City shall provide space and power for their City's operated equipment which is linked to the County.
2. Each Incorporated City shall provide personnel that shall be responsible for rolling fingerprints at their Livescan sites.
3. Each Incorporated City shall be responsible for installation of any future communication lines and shall be responsible for maintaining current and future communications lines between County and the Incorporated City.

D. CITY OF SAN JOSE RESPONSIBILITIES

The City of San José shall continue to operate its own latent finger print unit. Specifically, the City of San José will:

1. Be responsible for all latent case work for the San José Police Department unless specific approval is received from the Police Department to use the services of the Sheriff's Office;
2. Not be charged for latent print services, including any review the County may initiate on City generated reverse hits, unless the City formally submits a case to the County with the appropriate approvals from the City's Police Department;
3. Retain physical possession of at least one (1) local AFIS workstation, a NEC Workstation, and a FORAY workstation for the purpose of registering latent prints and managing San Jose Police Department cases. The City shall be responsible for all ongoing and future costs associated with operating and maintaining the AFIS, NEC and FORAY workstations.
4. Not be charged for the use, maintenance or upgrades of local, state or federal AFIS equipment or access to the AFIS network and databases when such upgrades are initiated by the County and/or the Local Policy Board;
5. Be responsible for personnel costs to operate the City's unit;
6. Be responsible for costs associated with training except where the County would normally provide training to Cal-ID Program participants; and,
7. Have continued access to AFIS and the Cal-ID network, in support of the City's mobile ID technology as long as the City is a member of Cal-ID.

8. COST OF SERVICES

County and Incorporated Cities agree to share the costs of the CAL-ID Program operation, with the exception of the costs to be borne by the City of San Jose under Section 7.D.4. and the rest of the provisions in this Section 8.

A. ADMINISTRATION

The County shall be the general administering agency for the Cal-ID Program. The County shall provide fiscal management of the Cal-ID Program fund and expenditures, including but not limited to: (1) establishing interest-bearing accounts into which shall be deposited all funds received under this Agreement and from which shall be paid all costs and expenses incurred under this Agreement; (2) billing each party for that party's share of the costs under this Agreement; (3) providing each of the parties and the Local Policy Board with periodic reports and an annual financial report at the end of each fiscal year; and (4) payment of all Local Policy Board expenses.

B. ANNUAL BUDGET AND COUNTY REIMBURSEMENT

1. Prior to the commencement of any fiscal year, the County shall estimate the costs for that fiscal year. The estimated annual budget shall be approved, disapproved or amended by the Local Policy Board.
2. On or before May 1 of the preceding fiscal year, the County shall notify each party of its share of the estimated costs for the succeeding year, which shall be allocated among the parties in the manner in the "Allocated Percentages" section below.
3. Payments required to be paid under this Section shall be paid to the order of the County of Santa Clara, Office of the Sheriff and delivered to the County of Santa Clara, Office of the Sheriff, Fiscal Unit, 55 West Younger Ave., San Jose, CA 95117, on or before July 15 of the fiscal year for which the payment is due.
4. Payments made pursuant to this Agreement shall be nonrefundable and shall not be returned to any party unless all parties agree to terminate this Agreement and to discontinue the Cal-ID Program in Santa Clara County.
5. Payments shall be deposited in interest bearing trust accounts maintained by the County for benefit of the Cal-ID Program, with any earned interest being applied to the account. The County shall serve as the trustee of the accounts and shall have the authority to deposit and withdraw funds from the accounts to pay for costs according to the annual budget approved by the Local Policy Board.
6. CAL ID RESERVE. The Local Policy Board has maintained in a separate interest bearing trust account a reserve fund ("Reserve") that has accrued from budget surpluses and interest accrued on the corpus of the fund. The Reserve funds shall be held in interest bearing trust account for benefit of the CAL-ID Program. The County shall serve as the trustee of the account and shall have the authority to deposit and withdraw funds from the account. The Local Policy Board shall develop written policies regarding the maintenance and use of the Reserve. The Local Policy Board shall have the authority to maintain this Reserve and to use funds from it for the purpose of paying any of the costs required under this Agreement.

C. BUDGET ADJUSTMENTS

If, in any fiscal year, the actual annual costs are higher than as previously determined by the Local Policy Board, the Local Policy Board, with the assistance of the County, shall determine the additional amount needed to meet the costs for that fiscal year. Each party shall contribute its proportionate share of the additional amount based on the usage methodology described in the "ALLOCATED PERCENTAGES" section below. The additional payments shall be paid to

the order of the County and delivered to the Office of the Sheriff within thirty (30) days of billing.

D. COSTS

Cost components of the Cal-ID Program in Santa Clara County include: (i) new equipment costs; (ii) annual operating costs, and (iii) miscellaneous costs related to the operation of the CAL-ID Program not included in Subparagraphs (i) and (ii). For purposes of this Agreement, "annual operating costs" shall include, but not be limited to, the cost of personnel, supplies, materials, utilities, maintenance, repair, training, and other costs incurred in the annual operation of the Cal-ID Program.

E. ALLOCATED PERCENTAGES

All costs of the Cal-ID Program as set forth in this Agreement shall be allocated among the parties to the Agreement based upon a usage methodology, as set by the Local Policy Board. Participating agencies will be charged an annual amount based upon that municipality's average usage of Cal-ID services over the preceding three-year period. At the time of transfer of the program from the City of San José to the County the "preceding three-year period" shall be based on the previous three (3) years for only the agencies which will transfer latent work to the County. The City of San José will not transfer any latent work to the County and will retain all of its own latent work, thus the latent work average for San José for the "preceding three (3) year period" will be zero (0) at the time of transfer. The Office of the Sheriff will be similarly assessed for the unincorporated areas of the County. Usage is defined two ways; first, based on the percentage of bookings attributable to a given participating agency; second, based on the percentage of latent fingerprints submitted for analysis by a given participating agency. The County will continue to contribute AB109 funds for up to half the total cost for 10 print and latent fingerprint services, starting with the costs for the 10-print service. The Santa Clara County Information Services Department will be charged for the usage percentages attributable to non-participating agencies.

F. RESIDUAL COSTS

Each of the parties acknowledges and agrees that the allocated costs outlined herein are due and payable to the County under the Cal-ID Agreement.

G. NEW USERS

A non-participating agency seeking to participate in the Cal-ID Program shall be allowed to become a party to this Agreement only with the approval of the Local Policy Board. In addition, new participating agencies may be required to execute an addendum or amendment to the Agreement by which the new agency agrees to be a party to this Agreement and to be

subject to all of its terms and conditions. If the addendum or amendment does not require any greater expenditure by the County after approval of the Local Policy Board, it may be executed by the Santa Clara County Board of Supervisors, which is authorized to execute the addendum or amendment on behalf of the parties to this Agreement.

9. FINANCIAL REPORTING & RIGHT TO AUDIT

- a. The County shall establish and maintain, in accordance with the Government Accounting Standards Board (GASB), a complete record of all financial transactions related to this Agreement.
- b. The County and the Incorporated Cities agree that any duly authorized representative of any of the parties, upon reasonable advance notice, shall have access and the right, to audit, examine, and make excerpts or transcripts of or from the records, and to make audits of all contracts, subcontracts, invoices, payrolls, conditions of employment, materials, and all other data or financial records relating to matters covered by this Agreement. County and Incorporated Cities agree that any party's authorized representatives, at any time, upon reasonable advance notice, during normal business hours, shall have access to and right to examine the offices and facilities engaged in performance of this Agreement.
- c. County and Incorporated Cities further agree that the right to examine or audit shall continue for three (3) years after the expiration or termination of this Agreement, or for such longer period, if any, as is required by applicable law. County and Incorporated Cities shall preserve and make available records (a) until the expiration of three (3) years from the date of expiration or sooner termination of this Agreement, or (b) for such longer period, if any, as is required by applicable law.

10. TERM

The Effective Date of this Agreement shall be the date that it has been executed by both the County of Santa Clara and the City of San Jose, and as to the other Incorporated Cities as of the date that each individual Incorporated City has executed this Agreement. The Agreement shall continue in effect until it has been terminated by the agreement of the parties.

11. TERMINATION AND WITHDRAWAL

This Agreement shall be additionally binding as to each of the Incorporated Cities. The Agreement shall continue in effect until terminated by the parties, either as a whole, or by any Incorporated City individually.

Any party may terminate their participation in this Agreement by providing written notice of termination to the County. Termination of this Agreement by an Incorporated City shall not

terminate the Agreement as to the County or any of the other remaining Incorporated Cities. The termination shall be effective sixty (60) calendar days after the County's receipt of such notice. Termination does not relieve any Incorporated City from paying costs to June 30 of the fiscal year of termination as commitments have been made to all uses of the shared operation costs for the fiscal year.

12. CHANGES

All of the terms and conditions of this Agreement shall remain in full force and effect unless and until amended as agreed by all parties to the Agreement.

13. NOTICE

All notices required by this Agreement will be deemed given when in writing and delivered personally or deposited in the United States mail, postage prepaid, return receipt requested. Notices given to the County shall be given at the address set forth below. Notices given to any of the Incorporated Cities shall be sent to the person and address indicated on the Incorporated Cities Signature pages.

Santa Clara County Sheriff
Sheriff's Identification Unit
55 West Younger Avenue
San Jose, CA 95110

14. INDEMNIFICATION

In lieu of and notwithstanding the pro rata risk allocation which might otherwise be imposed between the parties pursuant to Government Code Section 895.6, the parties agree that all losses or liabilities incurred by a party shall not be shared pro rata but instead the County and the Incorporated Cities agree that pursuant to Government Code Section 895.4, each of the parties hereto shall fully indemnify and hold each of the other parties, their officers, board members, employees and agents, harmless from any claim, expense or cost, damage or liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of the negligent acts or omissions or willful misconduct of the indemnifying party, its officers, board members, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such party under this Agreement. No party, nor any officer, board member, employee or agent thereof shall be responsible for any damage or liability occurring by reason of the negligent acts or omissions or willful misconduct of other parties hereto, their officers, board members, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such other parties under this

Agreement. For purposes of this paragraph, "agents" does not include another party to this Agreement.

15. EXECUTION, EFFECTIVENESS, AND DISPUTE RESOLUTION

This Agreement shall be binding on the County and Incorporated Cities from the Effective Date. This Agreement shall be additionally binding as to the parties as of the date that each individual Incorporated City has executed a signature on their designated signature space below.

Any dispute among the parties regarding the interpretation or application of any term of this Agreement or any Exhibit thereto may be brought to the Local Policy Board. The Local Policy Board shall meet within sixty 60 days of such notification by an interested party, or parties, and shall make their best efforts to render a determination regarding the dispute.

16. COUNTY CONTRACTING REQUIREMENTS

A. County No Smoking Policy. The parties to this Agreement shall comply with the County's No-Smoking Policy, as set forth in the Board of Supervisors Policy Manual section 3.47 (as amended from time to time), which prohibits smoking: (1) at the Santa Clara Valley Medical Center Campus and all County-owned and operated health facilities, (2) within 30 feet surrounding County-owned buildings and leased buildings where the County is the sole occupant, and (3) in all County vehicles.

B. Beverage Nutritional Criteria. The parties to this Agreement shall not use County funds to purchase beverages that do not meet the County's nutritional beverage criteria. The six categories of nutritional beverages that meet these criteria are (1) water with no additives; (2) 100% fruit juices with no added sugars, artificial flavors or colors (limited to a maximum of 10 ounces per container); (3) dairy milk, non-fat, 1% and 2% only, no flavored milks; (4) plant derived (i.e., rice, almond, soy, etc.) milks (no flavored milks); (5) artificially-sweetened, calorie-reduced beverages that do not exceed 50 calories per 12-ounce container (teas, electrolyte replacements); and (6) other non-caloric beverages, such as coffee, tea, and diet sodas. These criteria may be waived in the event of an emergency or in light of medical necessity.

C. Budget Contingency. This Agreement is contingent upon the appropriation of sufficient funding by the County for the services covered by this Agreement. If funding is reduced or deleted by the County for the services covered by this Agreement, the County has the option to either terminate this Agreement with no liability occurring to the County or to offer an amendment to this Agreement indicating the reduced amount.

17. AMENDMENTS, COUNTERPARTS, SEVERABILITY, WAIVERS, GOVERNING LAW, ENTIRE AGREEMENT

A. AMENDMENTS

This Agreement may be amended only by an instrument signed by the parties.

B. COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

C. SEVERABILITY

If any provision of this Agreement is found by a court of competent jurisdiction to be void, invalid or unenforceable, the same will either be reformed to comply with applicable law or stricken if not so conformable, so as not to affect the validity or enforceability of this Agreement.

D. WAIVERS

No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance. Any waiver granted by a party must be in writing, and shall apply to the specific instance expressly stated in that writing.

E. GOVERNING LAW

This Agreement has been executed and delivered in, and will be construed and enforced in accordance with, the laws of the State of California.

F. ENTIRE AGREEMENT

This document represents the entire Agreement between the parties with respect to the subject matter hereof. All prior negotiations and written and/or oral agreements between the parties with respect to the subject matter of this Agreement are merged into this Agreement.

APPROVALS / EXECUTION DATE

PASSED AND ADOPTED by the Board of Supervisors, County of Santa Clara, State of California on June 26, 2013 by the following vote:

AYES Supervisors [REDACTED], SEMITIAN, WASSERMAN, YEAGER

NOES Supervisors **NONE**

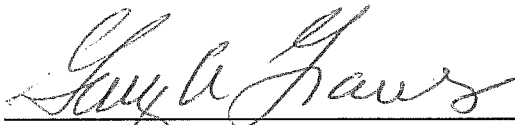
Absent Supervisors **CORTESE**

COUNTY OF SANTA CLARA



Ken Yeager, President
Board of Supervisors

Dated: JUN 26 2013

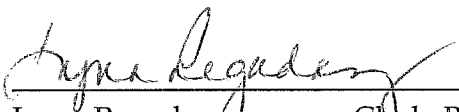


Gary A. Graves, Chief Operating Officer
County of Santa Clara

Dated: 6/20/2013

ATTEST

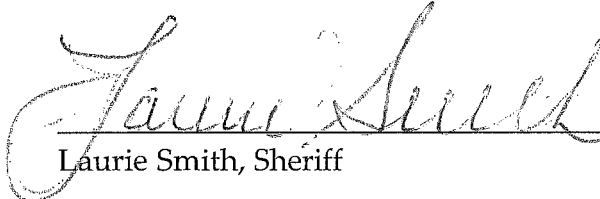
Signed and certified that a copy of this document
has been delivered by electronic or other means to
the President, Board of Supervisors.



Lynn Regadanz, Clerk, Board of Supervisors

Dated: JUN 26 2013

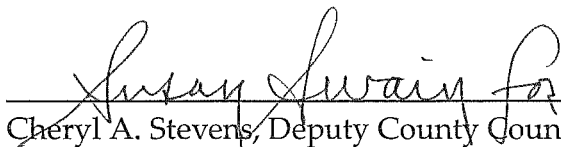
SANTA CLARA COUNTY SHERIFF



Laurie Smith, Sheriff

Date: 6-20-13

Approved as to Form and Legality:



Cheryl A. Stevens, Deputy County Counsel

Dated: 6/20/2013

INCORPORATED CITIES - Page 1 of 2

THE CITY OF CAMPBELL

Printed Name, Title

Date

Signature

THE CITY OF CUPERTINO

Printed Name, Title

Date

Signature

THE CITY OF GILROY

Printed Name, Title

Date

Signature

THE CITY OF LOS ALTOS

Printed Name, Title

Date

Signature

THE TOWN OF LOS ALTOS HILLS

Printed Name, Title

Date

Signature

THE TOWN OF LOS GATOS

Printed Name, Title

Date

Signature

THE CITY OF MILPITAS

Printed Name, Title

Date

Signature

THE CITY OF MONTE SERENO

Printed Name, Title

Date

Signature

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THE CITY OF MORGAN HILL		
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THE CITY OF MOUNTAIN VIEW		
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THE CITY OF PALO ALTO		
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THE CITY OF SAN JOSE		
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APPROVED AS TO FORM		
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Carl B. Mitchell		
Senior Deputy City Attorney	Date	Signature
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THE CITY OF SANTA CLARA		
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THE CITY OF SARATOGA		
Printed Name, Title	Date	Signature
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THE CITY OF SUNNYVALE		
Printed Name, Title	Date	Signature

**BYLAWS OF
THE
ASSOCIATION OF BAY AREA GOVERNMENTS
As Amended April 23, 2009**

ARTICLE I. PURPOSE

The Association of Bay Area Governments (hereinafter "Association") is hereby created as a separate entity established by agreement among its members pursuant to the Joint Exercise of Powers Act, California Government Code Sections 6500, et seq. (hereinafter "Act"). The Association is organized for the purposes of establishing a permanent forum for discussion and study of regional and subregional problems of interest and concern to the counties and cities of the San Francisco Bay Area, developing policies and actions, and providing services and undertaking actions addressing such problems.

ARTICLE II. DEFINITIONS

A. "Agreement" means the Agreement with the Association of Bay Area Governments entered into under the Act by the Association Members.

B. "Association" means the Association of Bay Area Governments as established by the Agreement and these Bylaws.

C. "Executive Board" means the Association's President, Vice President and Immediate Past President and the body of representatives which meet from time to time as provided in these Bylaws to govern the affairs of the Association between meetings of the General Assembly.

D. "General Assembly" means the body of the delegates of the Members of the Association as set forth in these Bylaws.

E. City, county, or city and county members of the Association may be referred to as "Members."

F. "Delegate" means a delegate of a Member of the Association to the General Assembly, or the alternate acting in the delegate's absence.

G. "Representative" means a representative to the Executive Board, or the alternate acting in the representative's absence.

H. "Regional Plan" means the comprehensive plan for the San Francisco Bay Region adopted and amended from time to time by the Association.

I. "Regional Problem" means an issue concerning the public health, safety or welfare of substantially all of the Association's Members, a solution to which may require intergovernmental cooperation or assistance of the Association.

J. "Subregional Problem" means an issue concerning the public health, safety or welfare of one or more of the Association's Members, a solution to which may require intergovernmental cooperation or assistance of the Association.

ARTICLE III. MEMBERSHIP

A. MEMBERS

(1) The counties of Alameda, Contra Costa, Marin, Napa, San Mateo, Santa Clara, Solano, and Sonoma, the City and County of San Francisco, and within the area of such counties all cities and incorporated

towns (hereinafter referred to as "cities") now existing or formed in the future are eligible for membership in the Association.

(2) All eligible cities and counties become Members of the Association upon execution of the Agreement and payment of the annual assessment and annual membership fee.

B. COOPERATING MEMBERS

(1) Subject to the approval of the Executive Board or the Executive Director as set forth in Article III.B(4), any governmental entity, public agency, or non-profit organization not eligible for membership under Article III.A of these Bylaws may elect to join the Association as a Cooperating Member.

(2) Cooperating Members shall be entitled to attend all meetings of the General Assembly and of the Executive Board, but shall not be entitled to vote or participate in debate. No Cooperating Member shall be considered a "contracting party" as that term is used in the Act.

(3) Cooperating Members shall be entitled to receive data, studies, planning documents, special services, and other written materials and services of the Association subject to policies adopted by the Executive Board.

(4) (a) The Executive Director of the Association may approve the admission of any governmental entity or public agency electing to join the Association as a Cooperating Member pursuant to this Article III.B.

(b) The Executive Board of the Association may approve the admission of any non-profit organization electing to join the Association as a Cooperating Member pursuant to this Article III.B.

ARTICLE IV. POWERS

A. GENERAL

The Association may exercise in its own name the following powers when the exercise of these powers is necessary to, in furtherance of, or in support of the Association, the exercise of any other powers provided for in these Bylaws or the Agreement, or any other authorized activity undertaken by the Association: make and enter into contracts, memoranda of understanding, and other agreements; employ and appoint employees and agents; acquire, hold, protect, dispose of, construct, operate, and maintain real and personal property; incur debts, liabilities, obligations, and encumber or hypothecate real or personal property; sue and be sued; and, accept grants, gifts, donations, and other monies.

B. INFORMATION GATHERING

The Association may request, collect, store, correlate, transfer, and otherwise manage information and data in any manner necessary to, in furtherance of, or in support of the exercise of any other power under this Article or any other authorized activity undertaken by the Association.

C. STUDIES

The Association may perform studies to identify and/or analyze regional or subregional problems, the purpose and subject matter of such studies to be determined as provided in these Bylaws.

D. REGIONAL PLANNING

The Association shall have the power to perform regional or subregional planning without limitation as to subject matter:

- (1) that it is eligible or authorized to do; or,
- (2) that it is required to do under State or Federal authority; or,
- (3) that is authorized under other provisions of these Bylaws or as a result of the Association's studies of regional or subregional problems.

E. POLICIES AND ACTIONS

- (1) The Association may develop and adopt policies and/or actions.
- (2) The Association may advocate and otherwise act to advance its positions, studies, plans, and policies both within and outside the region and may accept delegations of authority from Federal, State, regional, or local bodies to this end.

F. INTERAGENCY COOPERATION

- (1) The Association may appoint representatives, in its own name, to other agencies, Boards, commissions, or official bodies to which it is required or eligible to make appointments.
- (2) The Association may perform and participate in governmental coordination and respond to efforts at such coordination.
- (3) In the exercise of its powers under Article IV.F(1) and (2), the Association may request or transmit information or studies; exercise any voting or veto power given to it; participate in grant applications, administration, and disbursements; and, do any other acts necessary to or in support of the exercise of such powers.

G. INFORMATION, SERVICES, AND ASSISTANCE

- (1) The Association may provide information, assistance, services, studies, plans, recommendations, and reports or such other information, assistance, and services requested by specific Members or nonmembers. Information, services, and assistance may include, without limitation, preparing or making of grant applications on behalf of or in conjunction with Members, training programs for local government staff, technical assistance on particular projects, or review of particular projects. The Association may provide information, assistance and services in conjunction with other entities and may organize and/or participate in committees, task forces, and subsidiary entities necessary to or in support of this or its other powers.
- (2) The Association may charge reasonable fees for information, services, and assistance that it provides.

H. POWER TO FINANCE PROPERTY FOR MEMBERS.

The Association shall have the power to finance and acquire, by lease purchase, installment sale or other financing agreements, both real and personal property necessary or convenient for the operation of the Members and Cooperating Members, and to sell or lease such property to such members pursuant to installment sale or lease purchase agreements between the Association and the members acquiring such property.

I. SELF-INSURANCE POOLS

Pursuant to Government Code Sections 989-991.2 and Labor Code Section 3700, as may be amended from time to time, ABAG shall have the power to provide insurance for some or all of its Members through self-insurance or the purchase of insurance, excess insurance or reinsurance against public liability, errors and omissions, inverse condemnation or workers' compensation; and, further, shall have such other reasonable and necessary powers, which are necessary or convenient to further, support or implement the self-insurance program,

including without limitation, financing self-insurance reserve funds through the issuance of certificates of participation, or other instruments of indebtedness.

J. OTHER POWERS

The Association may exercise other reasonable and necessary powers in furtherance or support of any purpose of the Association or power granted by the Act, the Agreement, or the General Assembly or the Executive Board as provided for in these Bylaws.

ARTICLE V. RESTRICTIONS ON POWERS

Pursuant to Articles 1 and 5 of the Agreement and to the extent required by Government Code Section 6509, the Association shall be restricted in the exercise of its powers in the same manner as the City and County of San Francisco is restricted in its exercise of similar powers; provided that, if the City and County of San Francisco shall cease to be a Member of the Association, then the Association shall be restricted in the exercise of its powers in the same manner as the County of Alameda.

ARTICLE VI. GENERAL ASSEMBLY

A. MEMBERSHIP

(1) Each Member city and Member county shall have one seat in the General Assembly. San Francisco shall be counted as both a city and a county for purposes of membership in the General Assembly.

(2) The mayor or member of the governing body of each Member city and the chairperson of the board of supervisors or member of the governing body of each Member county, or their respective alternates, shall be delegates to the General Assembly.

(3) Each city council and board of supervisors may designate an alternate who shall be either a member of such body or the chief executive officer of the Member; provided that, the mayor of the City and County of San Francisco may designate as an alternate (a) any officer of the City and County of San Francisco who may be either an elected or principal appointed official of the City and County of San Francisco or (b) the chief executive officer of the City County of San Francisco.

(4) An alternate appointed pursuant to Article VI.A(3) may act in the absence of the delegate.

B. MEETINGS

(1) The time, date, and location of the annual meeting of the General Assembly shall be determined by the Executive Board, provided it is no later than June 30.

(2) Notice of the annual meeting of the General Assembly shall be given to the delegates of each Member city and Member county at least thirty (30) days prior to the meeting. An agenda for the meeting shall accompany the notice.

(3) Special meetings of the General Assembly may be called by the Executive Board upon its own motion. A special meeting shall be called by the Executive Board upon written request of fifteen (15) Member cities and three (3) Member counties.

(4) Ten-day written notice of special meetings shall be given to the delegates of each Member city and Member county. An agenda specifying the subject of a special meeting shall accompany the notice.

C. POWERS AND FUNCTIONS

The powers and functions of the General Assembly shall include:

- (1) Exercising as appropriate all of the powers of the Association as set forth in these Bylaws or the Agreement. The General Assembly shall have the power to limit the Executive Board's exercise of any power or authority set aside to the Executive Board under these Bylaws.
- (2) Any delegate may at any meeting of the General Assembly propose a subject or subjects for study by the Association. The General Assembly may take action upon such proposals and, if requested by any delegate, determine whether a study will be made of the subject or subjects so proposed or may refer such subject or subjects to the Executive Board.
- (3) Any delegate may at any meeting of the General Assembly request review by the General Assembly of any action of the Executive Board which has been taken between meetings of the General Assembly.
- (4) The budgetary duties and responsibilities set forth in Article XI.

ARTICLE VII. EXECUTIVE BOARD

A. EXECUTIVE BOARD

There shall be an Executive Board of the Association which shall be organized and shall be responsible for functions as hereinafter set forth:

(1) Voting Membership. The voting membership of the Executive Board shall consist of a maximum of 38 voting members (representatives and ex officio members). The representative shall be either a councilmember of a Member city or a supervisor of a Member county of the Association, or be eligible to be Executive Board representative or alternate representative from the City and County of San Francisco under Article VII.A(1)(e), if that jurisdiction is an Association member. Representatives to the Executive Board shall be selected as follows:

(a) Alameda County. Two representatives of the county to be appointed by the Board of Supervisors; two representatives of Member cities within the county to be appointed by the mayors of Member cities meeting in conference, and three representatives to be appointed by the City Council of the City of Oakland.

(b) Contra Costa County. Two representatives of the county to be appointed by the Board of Supervisors; two representatives of Member cities within the county to be appointed by the mayors of Member cities meeting in conference.

(c) Marin County. One representative of the county to be appointed by the Board of Supervisors; and one representative of Member cities within the county to be appointed by the mayors of Member cities meeting in conference.

(d) Napa County. One representative of the county to be appointed by the Board of Supervisors; and one representative of Member cities within the county to be appointed by the mayors of Member cities meeting in conference.

(e) San Francisco City and County. The Mayor and one other elective officer or member of the Mayor's staff of the City and County appointed by the Mayor; two representatives of the City and County appointed by the Board of Supervisors, and a fifth representative to be appointed alternately by the Mayor and the Board of Supervisors, with two-year appointments beginning in years evenly divisible by four to be made by the Mayor and with two-year appointments made in even-numbered years not evenly divisible by four to be made by the Board of Supervisors. When such fifth representative is selected by the Mayor, the representative may be an elective or appointive officer or member of the Mayor's staff of the City and County.

(f) San Mateo County. Two representatives of the county to be appointed by the Board of Supervisors; two representatives of Member cities within the county to be appointed by the mayors of Member cities meeting in conference.

(g) Santa Clara County. Two representatives of the county to be appointed by the Board of Supervisors; two representatives of Member cities within the county to be appointed by the mayors of Member cities meeting in conference, and three representatives to be appointed by the City Council of the City of San Jose.

(h) Solano County. One representative of the county to be appointed by the Board of Supervisors; and one representative of Member cities within the county to be appointed by the mayors of Member cities meeting in conference.

(i) Sonoma County. One representative of the county to be appointed by the Board of Supervisors; and one representative of Member cities within the county to be appointed by the mayors of Member cities meeting in conference.

(j) President, Vice President and Immediate Past President. The President, Vice President and Immediate Past President of the Association shall be ex-officio voting members of the Executive Board, but shall not be representatives or alternates.

(k) Alternates. Each of the appointing bodies named in Article VII.A(1)(a)-(i) may designate an alternate for each of their representatives to act in the representative's absence. Appointments of alternates shall be made in the same manner, with the same qualifications and for the same term as representatives.

(2) Advisory Membership. The Association shall maintain effective communication and coordination with agencies of the State of California and the United States of America. To that end, the Executive Board shall invite, following nomination by the Association's President, such representatives of state and federal governments as it deems appropriate and desirable as advisory, non-voting members of the Executive Board. Such members shall serve at the pleasure of the Executive Board. No advisory member shall be considered a "contracting party" as that term is used in the Act.

(3) Terms of Office. Representatives shall serve for terms of two years. Appointments of representatives to the Executive Board shall become effective biennially on July 1.

(4) Staggered Terms. The terms of the representatives to the Executive Board shall be staggered so that the terms of approximately one-half of the representatives expire each year. The terms of the representatives of the cities in the counties of Alameda, Marin, Napa, San Francisco (mayor and representative), and Santa Clara, and the representatives of the counties of Contra Costa, San Mateo, Solano, and Sonoma shall expire in the even-numbered years; the terms of the representatives of the cities in the counties of Contra Costa, San Mateo, Solano, and Sonoma, and the representatives of the counties of Alameda, Marin, Napa, San Francisco (representatives of the Board of Supervisors), and Santa Clara shall expire in the odd-numbered years.

(5) Officers. The President and the Vice President of the Association shall be Chairperson and Vice Chairperson, respectively, of the Executive Board.

(6) Duties.

(a) The Executive Board shall have the budgetary duties and responsibilities set forth in Article XI.

(b) The Executive Board shall submit a full report of its activities at the General Assembly's annual meeting.

(c) The Executive Board shall have the authority to appoint, fix the salary of, and remove an Executive Director of the Association and shall have the authority to create and discontinue positions in the office of the Executive Director and fix salaries.

(d) Subject to any constraint or limitation imposed by the General Assembly, the Executive Board shall exercise all powers of the Association between meetings of the General Assembly; provided that, the Executive Board shall not amend these Bylaws, nor shall it exercise the budgetary powers reserved to the General Assembly under Article XI of the these Bylaws.

(e) The Executive Board shall be responsible for carrying out policy decisions made by the General Assembly.

(f) Recommendations from committees for policy actions shall be made to the Executive Board. Unless otherwise directed by the General Assembly, the Executive Board may take action on such recommendations.

(7) Per Diem. Each voting member of the Executive Board, or of a standing and/or joint committee, and where expressly designated by the Executive Board, individuals participating in special committees, task forces or other meetings, shall receive a per diem of \$150 for each meeting attended. The per diem shall be paid for a maximum of forty-eight (48) meetings per year. Per diem may also be received by a Board or committee member representing the Association before an agency or body of the State or Federal government.

B. MEETINGS

The Executive Board shall meet at least four times each year. Additional meetings shall be held upon the call of the Chairperson or upon the call of five voting members of the Executive Board.

C. ADMINISTRATIVE COMMITTEE

There shall be an Administrative Committee of the Executive Board of the Association whose composition shall be determined by the Executive Board and which shall, subject to any constraint or limitation imposed by the Executive Board or the General Assembly, exercise all powers of the Executive Board between meetings of the Executive Board; provided that, the Administrative committee shall not:

- (1) Amend the Agreement or Bylaws;
- (2) Exercise the budgetary duties of the Executive Board set forth in Article XII;
- (3) Appoint, fix the salary of, or remove an Executive Director of the Association;
- (4) Exercise the powers of appointment of officers as set forth in Article IX.

The Administrative Committee shall meet upon the call of the President or Vice President and in compliance with the Ralph M. Brown Act. Further, the Administrative Committee shall submit a full report of its activities to the Executive Board at the first meeting immediately following the Administrative Committee meeting.

ARTICLE VIII. VOTING

A. Voting in the General Assembly shall be conducted in the following manner:

(1) A quorum of the General Assembly shall consist of a majority of the city delegates and a majority of the county delegates.

(2) Each county delegate and each city delegate shall have one vote. Votes shall be tabulated separately for county delegates and for city delegates. The affirmative votes of a majority of a quorum of county

delegates and of a majority of a quorum of city delegates are required for action by the General Assembly, except as provided for in Article XIV.

B. Voting in General Assembly meetings may be either by voice or roll call vote. A roll call vote shall be conducted upon the demand of five delegates present, or at the discretion of the presiding officer.

C. Voting in the Executive Board shall be conducted in the following manner:

(1) A majority of the voting members of the Executive Board shall constitute a quorum.

(2) The affirmative votes of a majority of the quorum are required for action by the Executive Board with the exceptions set out below.

(3) In order to recommend the annual budget to the General Assembly, the affirmative vote of not less than a majority of the voting members of the Executive Board is required.

(4) In order to appoint or remove the Executive Director, the affirmative vote of not less than a majority of the voting members of the Executive Board is required.

D. Except as the Executive Board may otherwise provide, all other committees of the Association may act upon the affirmative vote of a majority of the committee members present.

ARTICLE IX. OFFICERS, ELECTIONS AND VACANCIES

A. Officers of the Association shall be:

(1) The President, who shall serve as Chairperson of the Executive Board and General Assembly.

(2) The Vice President, who shall serve as Vice Chairperson of the Executive Board and General Assembly.

(3) The Immediate Past President.

(4) An Executive Director and a Legal Counsel to be appointed by and serve at the pleasure of the Executive Board.

B. The President and Vice President of the Association shall be elected biennially by secret ballot of supervisors, mayors and city councilmembers of member jurisdictions. Nominations for the offices of the President and Vice President shall be by petition of at least fifteen (15) mayors, councilmembers or supervisors. A plurality vote shall be required for election to any office. All other election procedures shall be determined by the Executive Board, provided that these procedures shall be disseminated to all member jurisdictions at least thirty (30) days prior to the date determined and designated for counting of secret ballots. If, at the close of nominations, only one candidate is nominated for President or for Vice President, the election procedures may waive the ballot requirement and provide, instead, that the nominee be declared elected to that office.

C. The President and Vice President shall be either a councilmember of a Member city or a supervisor of a Member county of the Association, or a General Assembly delegate or alternate or Executive Board representative or alternate representative from the City and County of San Francisco if that jurisdiction is an Association member.

D. The terms of office of the President and Vice President shall be determined as follows:

(1) Except as otherwise provided in this section, the term of office of the President, Vice President and Immediate Past President is two (2) years.

(2) If the President vacates his/her office as required by Article IX.C. or any other reason, the Vice President shall assume the office of President for the balance of the original term. If the balance of the original term is less than five hundred forty-eight (548) calendar days, then the new President may choose to run for an additional one (1) year term as President. The new President shall notify the Executive Board no later than September 1 of the year in which the original term ends whether he/she shall run for an additional one (1) year term. The President's election to run for an additional one (1) year term shall also modify the term of office of the Vice President to conform to that of the office of the President.

(3) Article IX.B. shall govern the special elections for one (1) year terms in all other respects.

(4) In the event that the President is disabled or for any other reason temporarily unable to act, the Vice President shall act in place and perform the duties of President until return or recovery from disability.

(5) In the event of a vacancy in the office of Vice President due to the Vice President's permanently serving as President, vacating the office as required by Article IX.C., or for any other reason, the Executive Board shall fill the office of Vice President by appointment for the unexpired portion of the Vice President's term. In the event of a simultaneous vacancy in the offices of President and Vice President due to their vacating the respective offices as required by Article IX.C., or any other reason, the Executive Board shall fill both offices by appointment for the unexpired portion of the respective terms. In either event, the procedures of Article IX.I shall govern the process of filling said vacant office.

E. A newly elected President and Vice President shall take office on January 1 of the year following certification of the election results.

F. The President, subject to the advice and consent of the Executive Board, shall appoint committees and determine the committees' structure, charge, size and membership. Committees may be established to consider any matter within the jurisdiction of the Association. Committees shall operate according to the policies adopted by the Executive Board, and shall submit their reports and recommendations to the Executive Board. Committees shall meet on the call of their chairpersons, who shall be (1) an elected official or the elective or appointive officer of the City and County of San Francisco appointed by the Mayor of the City and County of San Francisco to the Executive Board or General Assembly, and (2) a member of such committee; and who shall be elected by the members of each committee. At the initial meeting of each committee, and annually thereafter at the first committee meeting following January 1 of each year, the committees shall elect their chairpersons and such other officers as may be specified. Committee chairpersons shall be subject to confirmation by the Executive Board. Unless otherwise authorized by the Executive Board, committees of the Association shall be advisory.

G. Each delegate or alternate to the General Assembly and each representative or alternate to the Executive Board shall cease to be such immediately upon ceasing to hold the elective or appointive office which is required of a delegate or representative or their alternates under VI.A or VII.A(1).

H. In the event that any delegate or alternate to the General Assembly or any representative or alternate to the Executive Board shall for any reason cease to hold the elective or appointive office which is required of a delegate or representative or their alternates under Article VI.A or VII.A(1), the vacancy created thereby shall be filled for the unexpired term, in the same manner and with the same qualifications as the original appointment.

I. The Executive Board shall fill the office of Vice President or President pursuant to Article IX.D., at the first meeting of the Executive Board held after the occurrence of the event which causes the office(s) to be vacated. The meeting shall be chaired by the President, or if said office is vacant, by the Immediate Past President. Nominations for the vacant office(s) may be made from the floor. All nominations require a second. The office(s) may be filled only if a nominee receives a majority vote of the members of the Executive Board constituting the quorum for that meeting. If no nominee receives a majority vote on the first ballot, the two nominees receiving the highest number of votes shall be voted upon again until one of them receives a majority vote. If the selection process results in a tie, or no nominee receives a majority vote after three rounds of balloting, the acting Chairperson of the Executive Board may, at his or her discretion, decide the matter by lot between the two nominees then remaining.

ARTICLE X. EXECUTIVE DIRECTOR

The Executive Director shall be the Chief Administrative Officer of the Association. The powers and duties of the Executive Director are:

- A.** To appoint and remove all employees of the Association.
- B.** To perform the budgetary duties and responsibilities of the Executive Director as set forth in Article XI.
- C.** To serve as Secretary-Treasurer of the Association and of the Executive Board.
- D.** To perform such other and additional duties as the Executive Board may require.

ARTICLE XI. FINANCES

A. FISCAL YEAR

The fiscal year of the Association shall commence on July 1.

B. BUDGET

(1) At least forty-five (45) days prior to the annual meeting of the General Assembly the Executive Director shall submit to the Executive Board, for the next fiscal year of the Association, a proposed general budget and summary work program. The proposed general budget shall include annual membership fee and assessment schedules and a summary of revenue and expenditures, actual or projected, for the preceding, current, and next fiscal years.

(2) The Executive Board shall review the proposed general budget and summary work program, amend them as necessary, and submit them to the General Assembly for review and adoption at the annual meeting of the Assembly.

(3) The General Assembly shall adopt a summary work plan and general budget, including yearly membership assessment and annual membership fee.

(4) The Executive Board shall adopt a detailed budget and work program on or before July 1 of each year, and thereafter monitor their execution and amend them as necessary. The work program shall give effect to any priorities set forth in the general budget and summary work program, unless financially infeasible.

(5) The Executive Director shall manage all expenditures, subject to control of the Executive Board. The Executive Board shall have power to transfer funds within the total detailed budget to meet unanticipated needs or changed situations. Such action shall be reported to the General Assembly at its next meeting.

C. YEARLY MEMBERSHIP ASSESSMENT

The amount of each Member's assessment shall be determined in accordance with the formula set out in Paragraph D following. Any Member city or county whose annual assessment and annual membership fee has not been paid by the time of the annual meeting of the General Assembly shall not be entitled to vote at such meeting.

D. METHOD OF ASSESSMENT

The annual assessment for members of the Association shall be based upon population as determined by the State Controller in making the most recent allocations to counties and cities pursuant to California Revenue and Taxation Code Section 11005, except that, beginning in 1987-88, in the case of newly incorporated cities, until such time as an official census is conducted and population is established therewith, the population as estimated by the Executive Director shall be used for assessment purposes.

- (1) The General Assembly shall adopt a per capita rate or rates of assessment for each fiscal year.
- (2) For purposes of assessment San Francisco shall be considered as both a city and a county.

E. ANNUAL AUDIT

The Executive Board shall cause an annual audit of the financial affairs of the Association to be made by a certified public accountant at the end of each fiscal year. The Executive Board shall employ a certified public accountant of its choosing. The audit report shall be made available to Association member counties and cities.

F. ANNUAL MEMBERSHIP FEE

The membership fee shall be uniform for all members of the Association and shall not be less than \$10.00 per month or \$120.00 per year.

G. DATE OF PAYMENT

Unless a Member has withdrawn as provided in Article XIII of these Bylaws, the Member's annual assessment and annual membership fee shall be due and payable to the Association on July 1 of the fiscal year for which it is levied.

ARTICLE XII. STATUTORY AUTHORITY

The Association is an agency established by a joint powers agreement among the Members pursuant to Title 1, Division 7, Chapter 5, of the Government Code of the State of California. The Association is an entity separate and apart from its Members. The debts, liabilities and obligations of the Association shall not be debts, liabilities or obligations of the Association's Members.

ARTICLE XIII. WITHDRAWAL

Any member county or city may, at any time up to 30 days prior to the beginning of the Association's fiscal year, withdraw from the Association effective the next fiscal year; provided that the intent to withdraw must be stated in the form of a resolution executed by the legislative body of the jurisdiction wishing to withdraw. The resolution must be given to the Executive Director at least 30 days prior to the effective date of the withdrawal.

ARTICLE XIV. AMENDMENTS

Amendments to these Bylaws may be proposed by a delegate or by the Executive Board. If proposed by a delegate, the amendment shall be submitted to the Executive Board at least 45 days prior to an annual meeting of the General Assembly. Each proposed amendment shall be considered by the Executive Board and a copy thereof, with the recommendations of the Executive Board and its reasons therefor, forwarded to the delegate of each Member jurisdiction at least 30 days prior to the meeting at which such proposed amendment will be voted upon.

A majority vote of the county delegates present and a majority vote of the city delegates present are required to adopt an amendment to these Bylaws. If within 60 days after the adoption of any amendment, one-third or more of the delegates protest such amendment, it shall automatically be up for reconsideration and vote as in the first instance.

ARTICLE XV. EFFECTIVE DATE

These Bylaws shall go into effect immediately upon the effective date of the Agreement.

January 23, 2017

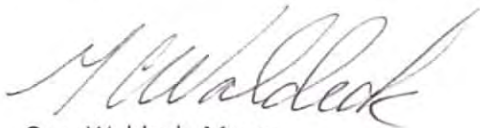
Ms. Raania Mohsen
Executive Director
Cities Association of Santa Clara County
PO Box 1079
Los Gatos, CA 95031

Dear Ms. Mohsen

In response to your notice of open appointments on January 23, 2017, I would like to offer my name as a candidate for the Cal ID RAN/Board.

I have previously served as the EOAC role as well as other appointed offices and I believe that my participation in this role will benefit the County's needs.

Thank you,

A handwritten signature in cursive script, appearing to read 'G Waldeck', written in dark ink.

Gary Waldeck, Mayor
Los Altos Hills, CA
650/739-8823
gcwaldeck@gmail.com

December 15, 2016

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

Members of the City Selection Committee:

I would like to express my interest in filling the Cities Association's ABAG Executive Board seat being vacated by Sunnyvale Councilmember Jim Davis.

I have served as the Cities Association's alternate for this position for over two years and am familiar with the current issues facing the Executive Board, including the MTC merger.

In addition, I believe that my experience forging consensus on regional issues over the last 4 years will allow me to serve as an effective ABAG Executive Board member.

I was just re-elected to Mountain View City Council for another 4-year term and will be able to serve the full term of this appointment.

Finally, I should note that the board meeting location recently moved to San Francisco. Because I work in San Francisco on Thursdays, it will be reasonably easy for me to attend the Thursday evening meetings.

Thank you for your consideration, and I look forward to working with you.

Sincerely,

A handwritten signature in black ink, appearing to read "Chris Clark", with a stylized, cursive script.

Chris Clark
Councilmember & Former Mayor
City of Mountain View

January 11, 2017

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

Members of the City Selection Committee,

This letter expresses my interest in filling the position on the ABAG Executive Board as the Cities Association representative. I value the contribution and commitment of past ABAG representatives, Jim Davis among the many. I am applying now due to Vice Mayor Mary-Lynne Bernald's unexpected surgery.

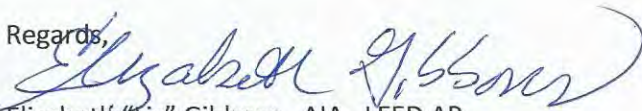
My interest, however, is not new. I have participated in many ABAG meetings, including the most recent MTC/ABAG meeting in December and joined in a detailed discussion with MTC staff at a roundtable with SV at Home and ten other cities. I have followed the iterations of Plan Bay Area and the merger. My familiarity with the role and responsibility of ABAG is based in 17 years as a Planning Commissioner, my professional career as a Licensed Architect and now as a Council Member. Housing is a focal topic and real-world concern for our cities. The RHNA assignments have always been contentious, and I suspect will be more so with Urban Sim and The Preferred Scenario. I have expanded my knowledge and understanding of our housing crisis by engaging with legislative efforts on housing laws that impact local control. There is, and potentially more coming, legislation that is not compatible with The Preferred Scenario. I currently serve as a member of an ad hoc League of California Cities legislative strategy group on affordable housing.

I understand the interrelationship of growth and transportation. I have a depth of experience with transportation planning and design. During my thirty-five year professional career, I was a lead designer for the Guadalupe LRT, manager for components of various BART extension projects and environmental work for SFO. I was assigned to LRT projects in Denver, Austin and Baltimore covering a period of ten years. In these roles, I managed direct staff of 10-30 and budgets in the \$10,000,000s.

More recently, I served as Project Director for Community College Master Plans. Key tools were listening and exploring opportunities. This learning collaboration with diverse interest groups resulted in Office of the State Architect approval of innovative implementation strategies. A critical part of these projects was the preparation of environmental documents and budget projections appropriate for voter initiatives. I recently declined an opportunity to be Deputy California State Architect.

I commit to the responsibility and time required to work with SCC cities as your ABAG representative. I appreciate this opportunity and your consideration.

Regards,



Elizabeth "Liz" Gibbons, AIA, LEED AP
Mayor, City of Campbell

About Council Member Turner:

Council Member Turner immigrated from the Philippines in the 70s. She has lived in Monte Sereno since 1986. She holds a BA Degree in Mathematics from San Francisco State University. She received her Master's Degree in Education and her California Teaching Credentials from San Jose State University. She worked for several Silicon Valley companies including Intel Corporation, Sun Microsystems, Tandem Computers and Hewlett-Packard managing corporate marketing and creating worldwide certification programs. She left the computer industry and taught high school Computer Science and Math at a facility for incarcerated youths.

Council Member Turner is married; they have one son who is an Engineering Director for a start-up company in San Francisco.

Council Member Turner is excited about making an impact on the City Council. She strives to conduct business with uncompromising integrity and professionalism. She believes that it is absolutely crucial that the council listens and responds to its citizens and stakeholders. Maintaining respect and trust is critical to providing a community that is safe and comfortable for the residents of Monte Sereno.

Version 1.0, 1/15/2017

February 6, 2017

Cities Association of Santa Clara County
City Selection Committee
c/o Raania Mohsen, Executive Director
P.O. Box 1079
Los Gatos, CA 95031

Re: LAFCO Appointment for Alternate

Dear City Selection Committee Members,

I am very interested in serving as the Alternate to LAFCO.

In my ten years on both the Los Altos and Los Altos Hills city councils, I have been involved in various application requests (boundary adjustments, reorganizations) before LAFCO. It is imperative that these be done in accord with state law, and LAFCO has done a good job in that respect.

LAFCO Commissioners play a significant role in helping to promote orderly growth and support sustainable transit-oriented development in a region rife with the pressures of growth. As a member of the VTA Policy Advisory Committee, Grand Boulevard Initiative Task Force, and the County Housing & Community Development Advisory Committee, I appreciate the crucial nexus between transportation and land use, especially as it pertains to housing.

LAFCO also conducts municipal service reviews of cities and special districts in the county of which a significant number are north of San Jose. Thus it is advantageous to have a Cities Member serving on LAFCO from this area.

Thank you for considering my appointment to the position of LAFCO Alternate.

Regards,

Jean Mordo
Council Member, City of Los Altos

jeanmordo@gmail.com

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