



Council Meeting: March 9, 2010

SUBJECT: Council Authorization to sign the modification to the current Joint Funding Agreement to transition to a Joint Powers Authority and to sign the Joint Powers Agreement to become a member of the Silicon Valley Regional Interoperability Authority (SVRIA)

REPORT IN BRIEF

Consistent with the City of Sunnyvale's designation as a Network Participant in the Silicon Valley Regional Interoperability Project (SVRIP), staff recommends that Council authorize the City Manager to execute the First Amendment to the Second Amended Santa Clara County Data Communications Network Joint Funding Agreement (Attachment A) as well as the Joint Powers Agreement for the Silicon Valley Regional Interoperability Authority (Attachment B) with other Santa Clara County cities to update the current scope and authority of the Project. A major focus of the Project is related to the ability of public safety agencies to communicate across disciplines and jurisdictions via radio communications systems (E-COMM), exchanging voice and/or data with one another on demand, in real time, when needed. Council has previously authorized participation and budgeted funding for this program as a Joint Powers/Funding Agreement within the Department of Public Safety's budget RTC 08-110 (Attachment C).

BACKGROUND

The Department of Homeland Security (DHS) has identified interoperability as one of the nation's highest priorities. In general, interoperability refers to the ability of emergency responders to share information via voice and data signals on demand, in real time, when needed, and as authorized. The development of interoperability within Santa Clara County was recognized as a priority by the Santa Clara County/City Managers' Association and the Santa Clara County Police and Fire Chiefs who established the Silicon Valley Regional Interoperability Project. This project has developed to the point that a more coordinated Joint Powers Authority approach is deemed fiscally and operationally appropriate.

In 2001 a Joint Funding Agreement (JFA) was entered into by all of the municipalities in Santa Clara County along with San Jose State University, the South Santa Clara County Fire District and the Santa Clara Valley Water District. The JFA established an Executive Steering Committee known as the Silicon Valley Regional Interoperability Project or "SVRIP".

The purpose of the JFA and SVRIP is to enhance and coordinate regional public safety data and radio communications systems, with a focus on interoperability and strategic planning. In other words, to work together to plan and implement systems which enhance the abilities of the various public safety agencies to communicate with each other in both routine and emergency situations, and to allow for the sharing of information that would assist them in performing their duties.

This JFA (SVRIP) partnership has continued as a successful consortium effort for 9 years engaging in numerous planning and system enhancement initiatives that have improved public safety agency capabilities in these areas and created strategic plans to address future needs. For the most part these activities have been funded with grants, however, a blend of local matching funds and in-kind resource contributions have also been allocated by the participants in the JFA. Additionally participants have contributed funds towards shared overhead costs.

EXISTING POLICY

4.1 Law Enforcement Sub-Element

Goal D: Conduct planning and administration that incorporates interaction with other city departments as well as other agencies, both public and private, where mutual concerns exist which could have impact on the delivery of law enforcement services.

Policy D.1 Coordinate law enforcement planning with local, regional, State and Federal plans.

4.2 Fire Services

Action Statement A.4d Identify and adopt methods and policies which provide safety, improvement communications, and enhance command and control of emergency incidents.

Legislative Action Positions

4.1 (7) Support a strong intergovernmental partnership that ensures effective communications, long-term financial support to municipalities for their roles in national defense, and true collaboration in preventing and responding to any disasters, natural or man-made, in America's towns. [2003/2006 NLC Resolution] Lead Dept. DPS

4.1 (3) Support resolving interoperability problems that affect emergency communications systems, remedying the current shortage of broadcast spectrum availability for public safety needs, and providing funding for interoperable equipment. [DPS Staff 2007, 2009 DPS staff modification] Lead Dept. DPS

DISCUSSION

The need to manage current shared systems, along with the growing need and value of initiating future enhancements requires a transition from a JFA to a Joint Powers Authority (JPA) so that the regional consortium of communities and partners can continue to benefit from the advantages of collaborative planning and shared system strategies.

In brief; the need for, and the goals of, enhanced collaboration and enhanced interoperability include:

- Improved Officer and Fire Fighter Safety
- Improved investigative tools
- Enhanced capabilities during routine operations
- Enhanced capabilities during critical incidents
- Time and cost savings through;
 - Faster emergency response times
 - More effective coordination of effort
 - Avoidance of duplication of efforts and systems
- Improved system asset management
- Greater competitiveness in attaining Federal grants

Almost a year ago the SVRIP Steering Committee created a JPA formation sub-committee to research, discuss and to create the format and JPA agreement that would best fit the desired purpose and objectives. The sub-committee consisted of representatives of the Santa Clara County City Managers Association, Police Chiefs and Fire Chiefs SVRIP representatives plus the Assistant City Manger for the City of San Jose and a Deputy County Executive were also SVRIP representatives. Additionally, staff support was provided by the SVRIP Executive Director and an Assistant City Attorney from the City of San Jose who was familiar with JPA formation legal issues. This broad based committee had as its goals the following criteria for JPA formation;

- To roughly model the successful governance mix that has allowed the SVRIP Steering Committee to be collaborative, balanced and effective since its inception.
- To create funding formulas that were both consistent with past formulas and also that would be perceived as fair and reasonable to all potential members.
- To specifically provide for shared governance that would be broad based and rotational so over time all members would have the opportunity to directly serve if desired.
- Use language that would be flexible enough to adapt to future JPA endeavors that would be appropriate and in line with the JPA goals and

objectives, but which might not be in consideration today. Since the JPA will often be dealing with complicated technology issues, the fast pace of technological change required this flexible approach.

The transition to a JPA will provide for:

Improved grant strategy and better cost control - There is a trend across the country in successful grant award strategy that clearly highlights the benefits of regional planning and implementation. In addition to improving our chances of receiving a grant award, duplication of effort is reduced, the cost savings of joint purchasing is realized and the costs of long term system management can be shared and better controlled. Issues of long-term governance and system sustainability are also easily addressed through a JPA, both key factors in grant award decisions.

Shared System Management Needs - The largest shared system currently in place is the regional digital micro-wave network known as E-Comm. The first phase of this network was completed about a year ago and radio traffic for both the City of San Jose and Santa Clara County public safety agencies are now using this system for site-to-site connectivity. To receive grant funding for the project (over \$5 million dollars in grants for Phase I) the City of San Jose agreed to be the awardee and thus "owns" the Phase I equipment. Grant funding for E-Comm Phase II has recently been received and a \$6 million dollar expansion and enhancement to this system was initiated in late September 2009. Santa Clara County will be administering the Phase II grant and will thus "own" the equipment being purchased. The issue at hand is the need for an appropriate organization to maintain, insure and manage this shared county wide asset in the future. Regional usage and expanded functions are anticipated for E-Comm. Under the JPA concept, ownership, care and management of this shared asset would become the responsibility of the JPA. Future shared systems would be managed in the same manner with the JPA serving as the coordinator of shared system management for the benefit of all JPA members. On-going JPA efforts will include strengthened infrastructure, enhanced high speed and secure data systems and facilitating the movement to a more resilient and capable shared radio system.

Shared Planning and Research Needs - Technology initiatives that are not adequately researched, planned, and coordinated, often result in cost overruns, schedule delays and unmet needs. In the current economic environment it is becoming more and more difficult for individual public safety agencies in the County to allocate the necessary resources to planning and research efforts. The desire to work collaboratively, crossing jurisdictional boundaries and functional areas complicates the planning process. The value of having a coordinated approach would save time, ensure a higher level of project success, avoid a duplication of efforts, and allow for a more comprehensive business

case development so that the best and most cost effective solutions could be pursued. A JPA could coordinate that planning and research effort with the ability to serve as a resource and unbiased advocate for the best solutions that would balance need and cost.

A future major project that has been extensively studied is the contemplated Silicon Valley Regional Communications System (SVRCS). Currently the public safety agencies in the county work on over 20 independent radio systems which vary in age and capability. A significant shortcoming of the current situation is the inability of these systems to seamlessly work together in the event of a major public safety incident such as a significant earthquake. Current system capacity would also be quickly overwhelmed in a large scale critical event. A new county-wide shared public safety radio system (SVRCS) would greatly enhance the ability of different agencies to communicate with each other on a routine basis and also during a critical event. While no firm cost has been established, preliminary planning suggests that the total cost for system and radios could be \$75 million or higher. A major project such as this would necessitate extensive planning and oversight if it were to be successfully implemented. There would also be an obvious need to carefully manage and maintain such a large investment over the long-term. A JPA is well suited to fill this need and is often used in similar situations across the State.

FISCAL IMPACT

Sunnyvale made an initial systems maintenance contribution in the amount required pursuant to the City Manager's Association approved maintenance assessment formula. This amount for Sunnyvale is 7.66% of the total which resulted in an investment by Sunnyvale of \$11,490.

Annual Operating and System Maintenance Costs will be developed by the JPA and are based upon respective populations and membership in the JPA.

Allocated within the DPS budget for Fiscal Year 2009/2010 is \$30,290. Continued allocations are proposed within the DPS budget going forward.

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall, at the Sunnyvale Senior Center, Community Center and Department of Public Safety; and by making the agenda and report available at the Sunnyvale Public Library, the Office of the City Clerk and on the City's Web site.

ALTERNATIVES

1. Council authorizes the City Manager to execute the First Amendment to the Second Amended Santa Clara County Data Communications Network Joint Funding Agreement (Attachment A) as well as the Joint Powers Agreement for

the Silicon Valley Regional Interoperability Authority (Attachment B) with other Santa Clara County cities to update the current scope and authority of the Project.

2. Council does not authorize the City Manager to execute the First Amendment to the Second Amended Santa Clara County Data Communications Network Joint Funding Agreement (Attachment A) as well as the Joint Powers Agreement for the Silicon Valley Regional Interoperability Authority (Attachment B) with other Santa Clara County cities to update the current scope and authority of the Project.

RECOMMENDATION

Staff recommends Alternative 1: That Council authorize the City Manager to execute the First Amendment to the Second Amended Santa Clara County Data Communications Network Joint Funding Agreement (Attachment A) as well as the Joint Powers Agreement for the Silicon Valley Regional Interoperability Authority (Attachment B) with other Santa Clara County cities to update the current scope and authority of the Project.

Reviewed by:



Don Johnson, Director, Public Safety
Prepared by: Steve Drewniansy, Captain

Approved by:



Gary M. Euebbbers
City Manager

Attachments

- A: First Amendment to the Second Amended Santa Clara County Data Communications Network Joint Funding Agreement
- B: Joint Powers Agreement for the Silicon Valley Regional Interoperability Authority
- C: Sunnyvale Report To Council 08-110: Silicon Valley Regional Interoperability Project Update and Request for Funding to Support the 2008 Emergency Communications (ECOMM) Work Plan

**FIRST AMENDMENT TO THE SECOND AMENDED SANTA CLARA COUNTY
DATA COMMUNICATIONS NETWORK JOINT FUNDING AGREEMENT**

This First Amendment to the Second Amended Joint Funding Agreement ("Amendment") is made by and between the Cities of Campbell, Cupertino, Gilroy, Los Altos, Milpitas, Monte Sereno, Morgan Hill, Mountain View, Palo Alto, San Jose, Santa Clara, Saratoga, Sunnyvale, the Towns of Los Gatos, Los Altos Hills, the South Santa Clara County Fire District, County of Santa Clara, San Jose State University and the Santa Clara Valley Water District (individually referred to as "Network Participant" and collectively "Network Participants") and is dated for identification purposes this 1st day of November, 2009.

Recitals

WHEREAS, the Network Participants established the Silicon Valley Regional Interoperability Project ("SVRIP") for the purpose of creating county wide radio interoperability and a public safety radio and data communications network; and

WHEREAS, the Network Participants approved the Santa Clara County Data Communications Network Joint Funding Agreement for the SVRIP in May 2001;

WHEREAS, the Network Participants amended the Santa Clara County Data Communications Network Joint Funding Agreement for the SVRIP in March of 2002; and

WHEREAS, the Network Participants amended the Santa Clara County Data Communications Network Joint Funding Agreement for the SVRIP in September of 2004 (the "Second Amended Joint Funding Agreement"); and

WHEREAS, the Steering Committee for the SVRIP is now in the process of preparing for the formation of a separate Joint Powers Authority to implement the next stages of the SVRIP;

WHEREAS, Network Participants now desire to amend the Second Amended Joint Funding Agreement to provide a mechanism for transferring the assets and obligations of the Network Participants related to the SVRIP to the proposed Joint Powers Authority;

NOW THEREFORE, the Network Participants agree to amend the Second Amended Joint Funding Agreement.

1. Section E of the Joint Funding Agreement to read as follows:

“E. Term.

This Agreement shall terminate upon the earlier of the following:(a) formation of a joint powers authority for the SVRIP by a majority of the Network Participants and, after written notice from the Steering Committee to the Network Participants, approval by the Steering Committee of a plan for the disposition of assets held on behalf of the Network Participants, accounts, and obligations, including the transfer or assignment of assets and obligations to the joint powers authority; or (b) written notice from the Steering Committee to the Network Participants that the objectives of the SVRIP have been achieved, together with a plan for disposition of assets on behalf of the Network Participants. Network Participants shall have ten (10) days to register any objections in writing to such termination or plan.

Any Network Participant may withdraw from this Agreement effective at least one hundred twenty (120) days prior written notice to each of the other Network Participants. The Network Participants acknowledge that they have already received the maximum benefit of their financial contribution to the SVRIP and a Network Participant is not entitled to any reimbursement of its contribution upon withdrawal from the SVRIP.”

2. This Amendment may be signed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same amendment.
3. Except as modified by this Amendment, the terms of the Second Amended Joint Funding Agreement shall remain unchanged and in full force and effect.
4. This Amendment is governed and construed in accordance with the laws of the State of California.

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Document continues on the following page.

IN WITNESS WHEREOF, the Network Participants have caused this Amendment to be executed by their duly authorized representatives as of the date first written above.

Approved as to Form:

By: _____
S. Shasta Greene, Deputy City Attorney
City of San Jose

City of Campbell

By: _____

Name: _____

Title: _____

City of Cupertino

By: _____

Name: _____

Title: _____

City of Gilroy

By: _____

Name: _____

Title: _____

City of Los Altos

By: _____

Name: _____

Title: _____

Town of Los Altos Hills

By: _____

Name: _____

Title: _____

Town of Los Gatos

By: _____

Name: _____

Title: _____

City of Milpitas

By: _____

Name: _____

Title: _____

City of Monte Sereno

By: _____

Name: _____

Title: _____

City of Morgan Hill

By: _____

Name: _____

Title: _____

City of Mountain View

By: _____

Name: _____

Title: _____

City of Palo Alto

By: _____

Name: _____

Title: _____

City of San Jose

By: _____

Name: _____

Title: _____

City of Santa Clara

By: _____

Name: _____

Title: _____

County of Santa Clara

By: _____

Name: _____

Title: _____

City of Saratoga

By: _____

Name: _____

Title: _____

San Jose State University

By: _____

Name: _____

Title: _____

South Santa Clara Fire District

By: _____

Name: _____

Title: _____

Santa Clara Valley Water District

By: _____

Name: _____

Title: _____

City of Sunnyvale

By: _____

Name: _____

Title: _____

RD:SSG

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

NOVEMBER 18, 2009

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

RECITALS

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

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

ARTICLE 1 – DEFINITIONS

1. Certain terms used in this Agreement shall be defined as follows:

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

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

ARTICLE 2 – CREATION AND PURPOSES

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

ARTICLE 3 – POWERS

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

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

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

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

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

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

ARTICLE 4 – MEMBERSHIP

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

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

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

ARTICLE 5 – BOARD OF DIRECTORS; ORGANIZATION

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

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

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

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

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

ARTICLE 6 – WORKING COMMITTEE

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

6.8. The Working Committee shall recommend an Executive Director, subject to the Board's approval and approval of the contract between the Authority and Executive Director.

6.9. The Working Committee shall have eleven (11) Committee Members, unless such number is increased by a resolution adopted by an affirmative vote of 2/3 of the entire Board. Each Committee Member shall serve at the pleasure of the appointing entity identified in Section 6.9.1 and may be removed at any time by that appointing entity without notice. Each Committee Member must be an official, officer, or employee of a Member, but no single Member may have more than three (3) Working Committee Members serving at one time. A Committee Member may also be removed by the Member who he or she serves upon notice to the Authority. If a Committee Member shall fail to attend 70% of the meetings of the Working Committee during the fiscal year, his or her seat shall be deemed vacant and the Authority shall send notice of the vacancy to the appointing entity. If a Committee Member shall cease to be an official, officer, or employee of a Member, his or her seat shall be deemed vacant. If an appointing entity shall fail to appoint a Committee Member within ninety (90) days of a vacancy, the Working Committee may, by majority vote, appoint an interim Committee Member from the officials, officers, or employees of the Members to serve until the appointment of the new Committee Member is completed.

6.9.1. Working Committee Members shall be appointed by the following entities (or successor entities approved pursuant to a resolution of the Working Committee) as follows:

6.9.1.1. Two City Managers appointed by the Santa Clara County/City Managers Association.

6.9.1.2. One fire chief appointed by the Santa Clara County Fire Chiefs Association.

6.9.1.3. One police chief appointed by the Santa Clara County Police Chiefs Association.

6.9.1.4. The Santa Clara County Executive or his or her designee.

6.9.1.5. Two members appointed by the San Jose City Manager.

6.9.1.6. The Director of Communications for Santa Clara County or his or her designee.

6.9.1.7. One communications manager appointed by the Public Safety Communications Managers Association (of Santa Clara County).

6.9.1.8. Two at-large members appointed by the Working Committee.

6.9.2. Meetings of the Working Committee shall be conducted in compliance with the Ralph M. Brown Act. The Working Committee may

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

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

ARTICLE 7 – FISCAL MATTERS AND FUNDING

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 8 –GENERAL PROVISIONS

8. The following general provisions apply to this Agreement.

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

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

8.3. Indemnification. To the fullest extent allowed by law, the Authority shall defend, indemnify, and save harmless the Members and their governing bodies, officers, agents, and employees from all claims, losses, damages, costs, injury, and liability of every kind, nature, and description directly or indirectly arising from the performance of any of the activities of the Authority or the activities undertaken pursuant to this Agreement.

8.4. Liability of Board, Officers and Employees. The Directors, Working Committee Members, officers, and employees of the Authority shall use ordinary care and reasonable diligence in the exercise of their powers, and in the performance of their duties pursuant to this Agreement. They shall not be liable to the Members for any mistake of judgment or other action made, taken, or omitted by them in good faith, nor for any action made, taken, or omitted by any agent, employee, or independent contractor selected with reasonable care, nor for loss incurred through the investment of the Authority's funds, or failure to invest the same.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

This document continues on the following page.

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

City of Campbell

Approved as to form:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

City of Cupertino

Approved as to form:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

City of Gilroy

Approved as to form:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

City of Los Altos

Approved as to form:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Town of Los Altos Hills

Approved as to form:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

RD:SSG

Town of Los Gatos

By: _____

Name: _____

Title: _____

Approved as to form:

By: _____

Name: _____

Title: _____

City of Milpitas

By: _____

Name: _____

Title: _____

Approved as to form:

By: _____

Name: _____

Title: _____

City of Monte Sereno

By: _____

Name: _____

Title: _____

Approved as to form:

By: _____

Name: _____

Title: _____

City of Morgan Hill

By: _____

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Name: _____

Title: _____

City of Mountain View

By: _____

Name: _____

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Approved as to form:

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Name: _____

Title: _____

RD:SSG

City of Palo Alto

By: _____

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Title: _____

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City of San Jose

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County of Santa Clara

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Approved as to form:

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Name: _____

Title: _____

City of Saratoga

By: _____

Name: _____

Title: _____

Approved as to form:

By: _____

Name: _____

Title: _____

RD:SSG

City of Sunnyvale

By: _____

Name: _____

Title: _____

Approved as to form:

By: _____

Name: _____

Title: _____

**Council Meeting: April 8, 2008****SUBJECT: Silicon Valley Regional Interoperability Project Update and Request for Funding to Support the 2008 Emergency Communications (ECOMM) Work Plan****REPORT IN BRIEF**

Steering Committee Members of the Silicon Valley Regional Interoperability Project (SVRIP) presented the 2008 Project Work Plan to the Santa Clara Cities Managers' Association (SCCMA) on February 13, 2008 (Attachment A). The 2008 Work Plan was approved by SCCMA Members, and as part of that approval, a "per capita" formula for the distribution of maintenance costs for a five-year period, to begin in FY 2009/2010, was approved for the Emergency Communications (ECOMM) Microwave Network System element of the Work Plan. SCCMA directed that SVRIP review the ongoing maintenance funding formula to ensure equity among participating agencies. Sunnyvale's "per capita" share of maintenance costs will be approximately \$16,738 in FY 2009/2010 and will increase to \$24,288 in FY 2010/2011 due to the transfer of hardware and software being moved from an "under warranty" status to the maintenance agreement, and will be inflated thereafter by approximately five percent annually (Attachment B). Additionally, the SCCMA voted to approve adding an Executive Director to oversee the ECOMM Project and to provide backfill funding, if necessary, to cities providing significant staff effort to the project, at a cost of approximately \$250,000 annually; Sunnyvale's share of this amount is \$13,157 annually, beginning in FY 2008/2009.

Staff is requesting that Council confirms to continue as a participant of SVRIP and approves annual funding within the Department of Public Safety Operating Budget in the amount of \$13,157 beginning in FY 2008/2009 to fund the Executive Director position and support project management and oversee the ECOMM Project; approve additional funding in the amount of \$16,738 for FY 2009/2010 and \$24,288 in FY 2010/2011, to fund Sunnyvale's per capita share of the ECOMM System maintenance, there will be a five percent increase per year after FY 2010/2011 for the remainder of the agreed upon five year period; and direct staff to return to Council at the end of the five year period, to confirm the funding distribution formula for system maintenance is equitable to all participating agencies.

Silicon Valley Regional Interoperability Project Update and Request for Funding to Support the 2008 Emergency Communications (ECOMM) Work Plan

April 8, 2008

Page 2 of 7

BACKGROUND

In 1998, eighteen Santa Clara municipalities, representing thirty law enforcement, fire, and emergency medical services agencies partnered together to enhance interagency coordination and communication between public safety agencies. These eighteen entities each contributed \$19,000 and formed the SVRIP to focus on radio and data interoperability. The terrorist attacks of September 11, 2001, highlighted the need for police, fire, and medical services responders to be able to communicate by radio and to share data to ensure community safety. The SVRIP had already recognized those same needs.

The SVRIP began to focus on both voice and data interoperability in Santa Clara County and was able to secure significant funding as Federal Department of Homeland Security Grant Funding began to provide support for such initiatives. Since 2001, the SVRIP has been the recipient of almost \$20 million dollars in Grant Funds that have been and are being used on a variety of projects that continue to enhance the ability of emergency responders to communicate within the region. Examples include the development of the Bay Area Mutual Aid Communications Channel (BAYMACS), which is a single radio channel that can connect disparate radio frequencies allowing for the management of large scale events across jurisdictions; and a Voice Over Internet Protocol (VOIP), a “proof of concept” project that connected Sunnyvale’s 400MHz radio frequency with Santa Clara’s 800MHz radio frequency, using internet transmissions. Pursuit of the VOIP project will allow for the connection of phones and radio over the internet. In effect, authorized law enforcement users could “dial-in” over a phone and gain access to secure radio frequencies. Each of the SVRIP Projects have been “stepping stones,” and have provided a foundation for larger projects.

Each year, the SVRIP, now functioning under a Joint Funding Agreement signed by participating agencies, provides a Work Plan to the SCCMA. The SVRIP is supported by a Steering Committee comprised of representatives from the Santa Clara County Police and Fire Chiefs’ Associations, the SCCMA, the Office of the County Executive and the San Jose City Manager’s Office. The Work Plan is reviewed, modified, and approved. The SVRIP provides periodic update on work progress to the SCCMA as appropriate.

This is the first time the SVRIP has requested ongoing project support from participating entities, because the ECOMM Project is now nearing its implementation phase. Staff believes that continued participation in the ECOMM and other regional emergency communication projects is critical to Santa Clara Valley residents as well as police, fire, and medical responders.

EXISTING POLICY

4.1 Law Enforcement Sub-Element

Goal D: Conduct planning and administration that incorporates interaction with other city departments as well as other agencies, both public and private, where mutual concerns exist which could have impact on the delivery of law enforcement services.

Policy D.2 Provide effective and efficient management of Public Safety resources.

Action Statement D.2d. Monitor the development of technology and apply appropriate technology in order to enhance Police Services.

Policy D.1 Coordinate law enforcement planning with local, regional, State and Federal plans.

4.1D.1d. Establish and maintain agreements (plans) for Mutual Aid and Participate in statewide Law Enforcement Mutual Aid Plan.

4.2 Fire services

Goal D: Provide planning and administration while maintaining liaison with other agencies and organizations to provide a quality level of fire services to the community.

Policy D.1. Adjust to changing service requirements, new laws, regulations, policies, technologies, and changes occurring in the community.

Action Statement D.1a. Develop and maintain data processing systems capable of providing information for operational and management analysis.

4.3 Support Services

Policy B.1 Maintain knowledge of technological advances, current trends and issues that impact Public Safety services.

Action Statement B.1c. Maintain active representation in professional organizations to facilitate information exchange.

Legislative Action Positions

4.1.25 Support a strong intergovernmental partnership that ensures effective communications, long-term financial support to municipalities for their role in national defense, and true collaboration in preventing and responding to any acts of terrorism in America's cities and towns.

4.1.33 Support resolving interoperability problems that affect emergency communications systems, remedying the current shortage of broadcast spectrum availability for public safety needs, and providing funding for interoperable equipment.

4.3.20 Continue to support interoperability initiatives as they relate to public and private industry. Interoperability is the ability of diverse agencies (police, fire, EMS, and local government) to communicate directly with each other by radio.

4.3.21 Support efforts by congress to assist state and local governments with developing and funding integrated criminal justice information systems, and further to enact legislation that will establish uniform standards for criminal justice systems and provide financial assistance to state and local governments wiling to implement integrated criminal justice information systems that incorporate the established standards.

DISCUSSION

Operational and Policy Issues

Although the Members of the SCCMA, in their role of providing operational management to their respective cities, towns, and to the County, approved the SVRIP 2008 Work Plan, staff believes it is in the Council's best interest to understand the Work Plan and to ensure the elements within the Plan meet Council's Policy direction.

Further, while staff is confident that the goals of the SVRIP and the proposed projects align with the current Policy of the City, staff believes that with any major advance in technology, there will be costs associated with implementation and ongoing maintenance and/or replacement. The funding request for the ECOMM Project is the first such request, and staff believes there is a likelihood future projects will also come with a shared cost to participating agencies. Staff is committed to keeping Council apprised of those costs and providing the appropriate opportunities for Council consider the cost and benefit of each project and to provide direction.

ECOMM Executive Director

All interoperability projects undertaken thus far have utilized personnel from several participating agencies. Their work on interoperability projects has typically been completed as a collateral assignment to their role within their agency. As examples, Santa Clara Police Chief Steve Lodge drafted many of the grant requests received to date, and often met with Federal officials to "lobby" for the collective interests within the region; Cheryl Contois, Communications Manager for the City of Palo Alto, has taken the lead role in managing several of the contracts that were awarded through SVRIP, as well as technology demonstration projects that laid the foundation for current interoperability projects. Participating agencies have found over time, that as projects move forward, individual cities cannot continue to provide the support that may be

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required because the projects are simply too large and too time consuming. As shown in Attachment A, an ECOMM project Manager, employed by the City of San Jose using Department of Homeland Security grant funding, is providing project implementation oversight, however this position will terminate when the system is up and running. In 2006, the SVRIP Steering Committee recognized the workload associated with the multitude of projects and suggested funding an Executive Director position that would oversee not only ECOMM, but all other SVRIP Interoperability Projects. The job duties and cost distribution formula is provided in Attachment C. The SVRIP Steering Committee scoped and benchmarked the position at approximately \$150,000 annually for one full time equivalent; and added \$100,000 in contingency funding to provide reimbursement to agencies that provide significant or extraordinary support to the project. The SVRIP Steering Committee believes that this position will be needed for at least five years as build out of both voice and data projects move through implementation phases. The longer-term need for an Executive Director has yet to be determined.

Highlights of SVRIP Projects

The 2008 SVRIP Work Plan for the ECOMM Project (Attachment A) provides an overview of the project, along with key activities that will occur in the coming months. The project is essentially a Microwave network connecting dispatch centers and other key stakeholders throughout Santa Clara County. ECOMM provides a high capacity digital connection that will eliminate reliance on phone circuits through hard wire lines. This project could be completed by December 2008. This project is dependant on the construction/installation of microwave antennas at sites throughout Santa Clara Valley. As an example, the project will add a connection on the Emergency Communications Tower at Public Safety that will “communicate” with sites in other cities, while other cities including Mountain View, Campbell, and Palo Alto will require the addition of a monopole to ensure their connectivity is in place. Grant Funding will cover these associated project costs. Once complete, the ECOMM Microwave Network will allow for the secure transmission of voice and data including sensitive information such as law enforcement databases, photos, and fingerprints.

The SVRIP will continue to work on the Santa Clara Valley Regional Communications System (SVRCS), a hybrid digital radio communication system that is exploring the feasibility of connecting disparate radio frequencies through a technology called P25, essentially a “black box” that can capture a radio signal from a frequency in the 400 MHz range and connect that signal to a frequency in the 800MHz range. This is important because radio frequencies in Santa Clara Valley range from 400MHz in Sunnyvale, to 800 MHz in Santa Clara. Simultaneously, the SVRIP is seeking funding through Federal Grants that would allow every agency in the county to migrate radio frequencies to the 700MHz range that is not yet available, but will soon be released for government use by the Federal Communications Commission. Use

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of 700MHz frequencies would allow for the expansion of radio channels, which are otherwise unavailable in other spectrums of radio frequencies. As an example, Public Safety is currently limited to four licensed frequencies without possibility of expansion in our current 400MHz range.

The SVRIP will also continue work on data sharing via CAD to CAD links in 2008. A project is currently underway and has demonstrated success linking the CAD Systems in the cities of San Jose, Milpitas, and Campbell. This project will be particularly beneficial to the region by providing automated links between dispatch centers and between field personnel, better allowing for the sharing of resources.

The final SVRIP Project of note that will continue in 2008 is the RMS to RMS Project. This project will provide significant gains for law enforcement by linking Records Management Systems between cities (RMS to RMS). The primary benefit is the sharing of the voluminous information gathered by individual law enforcement agencies that will be automatically linked. As an example, a person who might be stopped in Sunnyvale as a result of their being involved in suspicious activity may be linked to the same suspicious activity in another city. At present, this link is not established without phone contact between law enforcement agencies. RMS to RMS automated links provide the best opportunity for police to recognize patterns of suspicious activity that may be related to crimes.

FISCAL IMPACT

With Council's approval, funding for the SVRIP ECOMM Project will be included in the Department of Public Safety Operating Budget. Beginning in FY 2008/2009, annual funding in the amount of \$13,157 is needed for the apportioned cost of the ECOMM Executive Director. In FY 2009/2010, an additional \$16,738 is needed for partial system maintenance; and in FY 2010/2011 a total of \$24,288 (inflated five-percent annually) is necessary to fund complete system maintenance.

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall, in the Council Chambers lobby, in the Office of the City Clerk, at the Library, Senior Center, Community Center and Department of Public Safety; posting the agenda and report on the City's Web site; and making the report available at the Library and the Office of the City Clerk.

ALTERNATIVES

1. Council confirms to continue as a participant of SVRIP and approves annual funding for the SVRIP ECOMM Project in the Department of Public Safety Operating Budget; beginning in FY 2008/2009, \$13,157 for the apportioned cost of the ECOMM Executive Director. In FY 2009/2010, an

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additional \$16,738 for partial system maintenance; and in FY 2010/2011 \$24,288 (inflated five-percent annually) to fund complete system maintenance; and directs staff to return to council at the end of the five year period, to ensure the funding distribution formula for system maintenance is equitable to all participating agencies.

2. Council does not approve funding the SVRIP ECOMM Project in the Department of Public Safety Operating Budget.

RECOMMENDATION

Staff recommends Alternative #1, Council confirms to continue as a participant of SVRIP and approves annual funding for the SVRIP ECOMM Project in the Department of Public Safety Operating Budget; beginning in FY 2008/2009, \$13,157 for the apportioned cost of the ECOMM Executive Director. In FY 2009/2010, an additional \$16,738 for partial system maintenance; and in FY 2010/2011 \$24,288 (inflated five-percent annually) to fund complete system maintenance; and directs staff to return to council at the end of the five year period, to ensure the funding distribution formula for system maintenance is equitable to all participating agencies.

Reviewed by:

Don Johnson, Director, Public Safety

Prepared by: Don Johnson, Director, Public Safety

Reviewed by:

Mary J. Bradley, Director, Finance

Approved by:

Amy Chan

City Manager

Attachments

- A. 2008 SVRIP Work Plan for the ECOMM Project
- B. ECOMM Annual Maintenance Costs
- C. SVRIP Dedicated Staff Responsibilities and Projected Costs

**Silicon Valley Regional Interoperability Project
Santa Clara County/Cities Managers' Association
FY 2007-08 SVRIP WORKPLAN**

Project / Description / Key Activity	Players	Cost / Sources By Key Activity	Projections and Funding
<p>Emergency Communications (E-Comm) - Microwave network connecting dispatch centers and other key stakeholder locations throughout Santa Clara County. Additional microwave connections to Bay Area Regional Microwave Network and Tri-MAC microwave system.</p> <p><u>Operational Benefits:</u></p> <ul style="list-style-type: none"> ▪ Connects 9-1-1 centers and provides a high-capacity digital connection having data bandwidth equivalent to 672 simultaneous conversations ▪ Examples of applications/systems can run or be redirected to E-Comm (e.g., CLETS (law enforcement database information), AFIS (fingerprints), Amber Alerts ▪ Cost avoidance on current expenditures (e.g., phone circuits to receiver sites) <p>ACTIVITY:</p> <ol style="list-style-type: none"> 1. NEPA final from Dept of Justice 2. City Council authorized contract amendment with Harris 12/11/07 3. Mountain View, Campbell and Los Alto approval of 100-foot monopole 4. Kick off meeting with Harris 5. Soil investigations 6. Perform path surveys for Los Gatos 7. Public hearing for Los Altos 8. 2007 SUASI MOU complete, appropriation placed on Council agenda by Jan 2. Begin construction and installation 	<ul style="list-style-type: none"> ✓ E-Comm Project Manager ✓ SVRIP Network Participants (Lease Approval) ✓ SVRIP Vice-Chair (Network Security) ✓ SVRIP User Group Committee (being established) ✓ Harris (contractor) ✓ Northrop Grumman (as needed) ✓ Bay Area SUASI for Bay Area Loop connection ✓ Silicon Valley Water District (for SVWD connection) 	<p>\$10.1 million Department of Homeland Security, US Department of Justice COPS, SB720 and Local General Fund Dollars (San Jose and Palo Alto only)</p> <p>Project Manager - \$250,000 (employed by San Jose Police Department paid for with DHS Urban Area funding)</p> <p>Ongoing Maintenance: Distributed cost amongst Network Participants (NP) beginning in Fiscal Year 2009-10, based on Per Capita formula – pending Cities Managers' Assn. approval on February 13, 2008.</p> <p>FY08-09: \$218,531 (Prepaid with federal SUASI dollars in current contract)</p> <p>FY09-10: \$218,531 FY10-11: \$317,101 FY11-12: \$332,956 FY12-13: \$349,604</p>	<p>BEST CASE – Construction complete and Network operational by December 2008</p> <p>BEST GUESS- Successful Project Completion</p> <p>WORST CASE – Construction delays at key sites</p> <p>PROJECT STATUS – Harris contract approval, site sampling and construction efforts beginning</p> <p>FUNDING: \$10.1 million (Core 23 sites fully funded)</p> <p>Additional network connections – Silicon Valley Water District (funded by Water District); Bay Area Loop (funded by SUASI); TriMAC (funded by UASI) Future Sites: SJSU, VTA</p> <p>ONGOING MAINTENANCE: Per Capita Distribution</p> <p>SOURCE – COPS Department of Justice and DHS SUASI, plus Local Match from SB720 funds, San Jose and Palo Alto</p>

**SILICON VALLEY REGIONAL INTEROPERABILITY PROJECT
 ECOMM ANNUAL MAINTENANCE
 BY NETWORK PARTICIPANT JURISDICTION**

Network Participant	Population	Per Capita Formula	FY 2008-09**	FY 2009-10	FY 2010-11	FY 2011-12	FY 2012-13
Campbell	38,300	2.21%	\$4,838	\$4,838	\$7,021	\$7,372	\$7,740
Cupertino	52,167	3.02%	\$6,590	\$6,590	\$9,562	\$10,041	\$10,543
Gilroy	44,975	2.60%	\$5,681	\$5,681	\$8,244	\$8,656	\$9,089
Los Altos	27,722	1.60%	\$3,502	\$3,502	\$5,082	\$5,336	\$5,602
Los Altos Hills	8,229	0.48%	\$1,040	\$1,040	\$1,508	\$1,584	\$1,663
Los Gatos	28,910	1.67%	\$3,652	\$3,652	\$5,299	\$5,564	\$5,843
Milpitas	65,049	3.76%	\$8,217	\$8,217	\$11,924	\$12,520	\$13,146
Monte Sereno	3,503	0.20%	\$443	\$443	\$642	\$674	\$708
Morgan Hill	34,918	2.02%	\$4,411	\$4,411	\$6,401	\$6,721	\$7,057
Mountain View	72,006	4.16%	\$9,096	\$9,096	\$13,199	\$13,859	\$14,552
Palo Alto	60,465	3.50%	\$7,638	\$7,638	\$11,083	\$11,638	\$12,220
San Jose	924,950	53.47%	\$116,844	\$116,844	\$169,547	\$178,025	\$186,926
Santa Clara	105,831	6.12%	\$13,369	\$13,369	\$19,399	\$20,369	\$21,388
Saratoga	30,482	1.76%	\$3,851	\$3,851	\$5,587	\$5,867	\$6,160
Sunnyvale	132,501	7.66%	\$16,738	\$16,738	\$24,288	\$25,502	\$26,778
Unincorporated (County)	99,909	5.78%	\$12,621	\$12,621	\$18,314	\$19,229	\$20,191
TOTAL Per Capita Distribution	1,729,917	100.00%	\$218,531	\$218,531	\$317,101	\$332,956	\$349,604

** Included (Prepaid) as part of Harris Contract

SILICON VALLEY REGIONAL INTEROPERABILITY PROJECT
DEDICATED STAFF RESPONSIBILITIES AND PROJECTED COSTS

Executive Director

The Executive Director is responsible for advancement of SVRIP projects and initiatives. The Director must have a thorough knowledge of SVRIP goals and complete understanding of the status of each project. He/she must be thoroughly familiar with SVRIP's financial situation and the financial impact of each project. The incumbent must establish and maintain a good rapport with other organizations and individuals working in the interoperability field. He/she may supervise or liaison with contract employees hired for various projects. He/she reports to the Chair of the Steering Committee. The incumbent must demonstrate strong ethical, professional, and service-oriented leadership. This position requires in and out-of-state travel. The incumbent is an "at will" contract employee and serves at the discretion of the Steering Committee.

- Responsible for educating Steering Committee on relevant technology initiatives
- Steering Committee Agenda Preparation and Coordination
- Steering Committee Meeting Minutes Review
- Coordination with Project Attorney on Agreements
- Coordination with Outside Network Participant agencies on Agreements/contracts
- Liaison and coordinate legislative outreach at state and congressional level
- Prepare Annual Workplan for City Managers Association
- Represent SVRIP at conferences and workshops
- Grants Administrator for Project:
 - ✓ Writing Grants
 - ✓ Coordination with Northrop Grumman (SVRIP Systems Integrator) on grant information
 - ✓ Liaison with UASI-SHSGP other grant sources for auditing / payments
 - ✓ City of Mountain View Auditor liaison on federal grants
 - ✓ Tracking/monitoring new grants or funding sources
- Coordinate invoice payments with City of Mountain View Finance
- Track and coordinate equipment purchases with City of Mountain View Purchasing (or other agency purchasing – San Jose for UASI purchases or County of Santa Clara for SHSGP purchases)
- Draft Project Correspondence or coordinate Project Correspondence
- Represent Project at meetings, including but not limited to:
 - ✓ Bay Area Super UASI Interoperable Communications Working Group
 - ✓ California Statewide Interoperability Executive Committee (CALSIIEC)
 - ✓ CALSIIEC Capitol-Bay Area Region Working Group
 - ✓ San Jose UASI
 - ✓ SAFECOM Executive Council
 - ✓ COPS Interoperable Communications Technical Assistance Program Grants
 - ✓ Other Miscellaneous Interoperability or Department of Homeland Security meetings
- Maintain SVRIP documentation
- Provide or coordinate Stakeholder (Association or other) briefings
- Prepare briefing materials
- Primary liaison with National Capital Region (NCR) on Broadband initiative
- Coordinates all pilot activities and coordinates with Sr. Project Manager on Northrop Grumman needs
- Liaison with Business Development for Northrop Grumman
- Primary Point of Contact with DHS ICTAP and OIC/SAFECOM program staff
- Congressional liaison on project issues
- Other duties as assigned

SILICON VALLEY REGIONAL INTEROPERABILITY PROJECT
DEDICATED STAFF RESPONSIBILITIES AND PROJECTED COSTS

Senior Project Manager

The Senior Project Manager is a voting member of the Steering Committee and has overall responsibility to coordinate contractors and vendors working on SVRIP initiatives, as well as oversee individual project managers. Duties include, but are not limited to:

- Development of scope of services and/or contract Statement of Work and ensures compliance of contracts and agreements
- Serve as primary liaison with Northrop Grumman (Systems Integrator)
- Oversight and management of project deadlines
- Participate in regional interoperability related working groups
- Attend and participate in meetings related to individual project initiatives and represents SVRIP Steering Committee across disciplines and jurisdictions
- Coordinate and communicate with Network Participant agency points of contact
- Other duties as assigned by Steering Committee

Other Dedicated SVRIP Staff

Although most of the staff serving on the Steering Committee or otherwise involved in the SVRIP, work on this initiative as a collateral assignment in the spirit of regional coordination and collaboration. However, at the discretion and upon pre-approval by the Steering Committee, other dedicated Network Participant staff *may* be eligible for paid outside contract services and/or agency reimbursement include, but are not limited to:

- Legal resources (review and development of contracts/agreements)
- Other Project related legal services
- Fiscal staff involved in audits of project account
- Project Management duties of individual SVRIP initiatives
- Staff actively participating in individual SVRIP initiatives

PROPORTIONATE SHARE – SVRIP PROJECT COSTS* (RECOMMENDED)

Network Participant	Cost/Share
CAMPBELL	\$13,157
GILROY	\$13,157
LOS ALTOS	\$13,157
LOS GATOS	\$13,157
MILPITAS	\$13,157
MORGAN HILL	\$13,157
MOUNTAIN VIEW	\$13,157
PALO ALTO	\$13,157
SAN JOSE	\$13,157
SAN JOSE STATE UNIVERSITY	\$13,157
SANTA CLARA	\$13,157
SANTA CLARA COUNTY	\$13,157
SANTA CLARA VALLEY WATER DISTRICT	\$13,157
SOUTH SANTA CLARA COUNTY	\$13,157
SUNNYVALE	\$13,157
CUPERTINO	\$13,157
LOS ALTOS HILLS	\$13,157
MONTE SERENO	\$13,157
SARATOGA	\$13,157
TOTAL Distribution	\$250,000

* Whenever possible NP costs will be reduced through the use of federal planning dollars