



SANTA CLARA COUNTY SPECIAL DISTRICTS ASSOCIATION

Mailing Address: 5750 Almaden Expressway • San Jose, California 95118 • (408) 265-2600

Santa Clara County Special Districts Association

Tuesday, September 18, 2012

12:00 p.m. – 1:30 p.m.

A. Call to Order

1. Welcome and Introductions

B. Approval of Minutes

1. Discussion and Approval of Meeting Minutes for June 4, 2012 (**Action**)

C. Time Certain (12:30p)

1. Guest Speaker: Matt Mahood, CEO of San Jose/Silicon Valley Chamber of Commerce – Attachment D1 (**Information**)

D. Old Business

1. Discussion of CSDA formal affiliation request - Attachment D2 (**Information and Action**)
2. LAFCO resolutions and updates – Attachment D3 (**Information**)

E. New Business

1. Financial Report (**Action**)
2. Membership Dues – Attachment D4 (**Information**)

F. Partner Agency Reports

1. Local Agency Formation Commission- Neelima Palacherla, Executive Officer
2. League of California Cities – Jessica Stanfill Mullin, Regional Public Affairs Manager
3. CSDA – Teresa Acuna, Legislative Representative

G. Santa Clara County Special District Association Member Reports

1. Round Robin

H. Review of Action Items and Adjournment

1. Action Item Review
2. The next meeting is scheduled for **December 3, 2012**
3. Adjourn

Officers: Steve Wesolowski, Chair • Pete Siemens, Vice-Chair • Tony Estremera, Secretary/Treasurer

Members: Burbank Sanitary District • County Library Service Area • Cupertino Sanitary District • El Camino Hospital District • Loma Prieta Resource Conservation District • Midpeninsula Regional Open Space District • Rancho Rinconada Park & Recreation District • San Martin County Water District • Silver Creek Valley CC Geologic Hazard Abatement District • Santa Clara County Open Space Authority • Santa Clara Valley Water District • Saratoga Fire Protection District South • Santa Clara Valley Memorial District • Saratoga Cemetery District • Valley Transportation Authority • West Valley Sanitation District



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B1. Meeting Minutes

Santa Clara County Special Districts Association

Monday, June 4, 2012

12:00 p.m. – 1:30 p.m.

Meeting Participants:

- **CSDA:** Iris Herrera
- **Cupertino Sanitary District :** Bill Bosworth
- **LAFCO of Santa Clara County:** Neelima Palacherla
- **Loma Prieta Resources Conservation District:** Susan Meyer
- **Rancho Rinconada Recreation and Park District:** Steve Wesolowski
- **Santa Clara County Open Space Authority:** Andrea Mackenzie
- **Santa Clara Valley Transportation Authority (VTA):** Scott Haywood
- **Santa Clara Valley Water District:** Tony Estremera
- **Saratoga Fire Protection District:** Judy Johnston
- **Saratoga Fire Protection District:** Joe Long
- **Santa Clara County Special Districts Association:** Rick Callender, Cheryl Togami
- **South Santa Clara County Memorial District:** Gabe Perez, Phil Garcia
- **West Valley Sanitation District:** Ed Oyama

Special Guest: Donald Rocha, San Jose City Council, District 9

1. Call to Order: Chair Wesolowski called meeting to order.
- Discussion and Approval of Minutes: The minutes for the March 5, 2012 were approved as written.
- Guest Speaker: Donald Rocha, San Jose Councilmember, District 9 (Cambrian)

Donald has been in term for 1.5 years. Prior to his seat on the council he worked for the Redevelopment Agency, served as a school board member and has experience working for elected officials at the state and local level. Councilmember Rocha gave an update of City of San Jose issues.

Fiscal reform has been the dominant issue. City is considering reduction in staff and cutting programs. Found a \$9M budget surplus, which is small in context of \$1B budget. But not cutting services or staffing this year. The city is using part of surplus to fund libraries and community centers.



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Council is looking at doing bond measure for pavement management.

In two weeks, new budget. Measure B, pension modification is being voted upon on June 5 by San Jose residents. Measure proposes to pay portion of unfunded liability and to implement tiered pension system.

Medicinal marijuana – Council had adopted an initiative but repealed it. Their position is that it's best to let the issue play out at the state and federal level. Councilmember Rocha's opposition to these establishments was that there were located in commercial areas, not industrial areas.

Minimum wage ordinance - This was driven by San Jose State students gathering signatures. The Council's position is that a public process was not followed. Council could adopt it or opt to put it on the ballot. Council felt it was a significant issue and that the public should weigh in.

Minimum library funding – Establishing a minimum funding level doesn't allow the discretion to reduce the level in event of fiscal emergency.

The Councilmember's personal interests are issues such as the bag ban, land use development, convention center expansion, contractor minimum standards, and the elimination of the RDAs.

D. Old Business:

1. Rick Callender gave an overview of the bylaw posting changes to bring it current with the internet age.

Motion made and approved: Bylaw changes adopted.

2. Rick Callender led the discussion on agency response to LAFCO representation.

Rick reviewed the results of responses to Chair Steve Wesolowski's memo. In favor of moving forward: SCVWD, Saratoga Fire Protection District, Saratoga Cemetery District, and El Camino Hospital District. Against: Cupertino Sanitary District, Purisima Hills Water District, Aldercroft Heights County Water District, Midpeninsula Regional Open Space District.

There was discussion on the potential November ballot initiative being funded by California Forward (Cal Fwd). LAFCOs currently have the power to initiate merger, consolidations, and dissolutions of special districts if certain findings are made.

Iris Herrera of CSDA discussed the current train of thought that is occurring, especially in this down economy: government should be consolidated as that will make it more efficient. CSDA has seen this thinking with Cal Fwd, which initially suggested that all special districts be consolidated within a county. With CSDA's education, Cal Fwd abandoned this idea. In Orange County, a grand jury report was released that stated that all special districts should be dissolved. A first step to address this train of



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thought is to get seats on LAFCO. Then special districts can have a voice to decisions that are being made.

Iris will forward the Orange County report as well as CSDA's response.

Chair Wesolowski went around the room to get an idea of position of agencies that have not reported yet. Susan Meyer of Loma Prieta Resource Conservation District stated that their agency votes on 20th but their current position is that there is no need for a seat. Santa Clara County OSA's rep, Andrea Mackenzie said she personally sees a high value in representation. She cannot predict how the board will vote, but she personally will recommend it. South Santa Clara County Memorial District has to wait until their board votes.

Tony Estremera stated that Santa Clara County has the least amount of special districts within a county. The people that can affect special districts on the State legislature don't know who we are. Consolidation equals raiding our dollars. Representation on LAFCO is a defensive measure. CSDA helps represent us at the state level; at the local level we need LAFCO.

If nine independent special districts vote to move forward (out of the 17), all will pay a cost appropriation regardless of whether or not they supported having representation. There was also discussion of whether SCVWD would get a seat because it will be paying 75% of the costs based on its size.

A motion was made and approved to have a special meeting to discuss: cost appropriations and representation. This meeting will occur in July.

ACTION: Set up special meeting in July.

E. New Business:

1. Financial Report: A balance of \$3070.57 was reported as of June 4, 2012.

2. CSDA has requested a meeting with the SCC SDA's executive committee to discuss an affiliation agreement. This is likely the result of a rogue special district. If we don't agree, then we won't have access. There is a question about the insurance requirement.

A motion was made and approved to have Rick head the discussion with CSDA.

ACTION: Rick to have discussion with CSDA

F. Partner Agency Reports:

1. LAFCO: El Camino Hospital District report is out. August 1 is next LAFCO meeting. Special districts service review RFP released. Seven districts will be in Phase I and nine will

2. California League of Cities: Not in attendance and did not submit information for distribution.



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3. CSDA: Key bill list was distributed. Iris reviewed highlights from the list.

G. Santa Clara County SDA Member Reports:

Due to time constraints, no reports given. Former Chair Reid thanked the association and members thanked Robert for his service and wished him well in retirement.

H. Review of Action Items:

1. Set up Special Meeting in July to discuss LAFCO costs and seats.
2. Rick to talk with CSDA regarding the affiliation agreement.

Adjourn to the special meeting to be set up for July.



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E1. Financial Statement

Balance on hand on June 4, 2012	\$3070.57
Expenses	
Lunch expenses – 6/4/12, 7/16/12, and 8/13/12	\$1124.63
Deposits	
Membership Dues	\$750.00
Balance on hand on September 18, 2012	\$2695.94

Our mission is to cultivate and nurture a strong regional economy.



Matthew R. Mahood, ACE

President and Chief Executive Officer

San Jose Silicon Valley Chamber of Commerce

100 West Santa Clara Street

San Jose, CA 95113

408-291-5250 | mattm@sjchamber.com



Mr. Mahood (*pronounced May-hood*) serves as the *President & CEO* of the **San Jose Silicon Valley (SJSV) Chamber of Commerce**, one of California's largest chambers of commerce with nearly 1,500 member businesses who employ roughly 250,000 employees throughout the five-county Silicon Valley region. His extensive background as an executive in business operations spans two decades and extends through the private and non-profit sector industries.

Under his leadership as President and CEO since July 2011, the **SJSV Chamber** has reengineered program and product offerings to increase its membership value, and has become more engaged throughout Silicon Valley while working to expand and attract business and jobs to the region. Mr. Mahood oversees a staff of 15 and an annual operating budget of \$2.5 million.

Serving as the "leading voice of business" and representing the interests of his members, Mr. Mahood is actively sought for speaking engagements and media interviews in order to provide the business perspective on important issues. To further the **SJSV Chamber's** mission, Mr. Mahood partners with executive officers of numerous organizations, providing guidance on strategic planning, management objectives, program management, problem solving, collaboration and public affairs.

In February 2011, Mahood was recognized as the Western Association of Chamber Executives 2010 "Executive of the Year", comprised of more than 720 members throughout 14 states. The award is given each year to the chamber executive who has excelled in financial management, communications, government affairs, membership programs and community services performed by the chamber.

Mr. Mahood started his career with **United Parcel Service**, later joining **FedEx**, **BAX Global** and **Webvan.com** in various management and senior level management positions

Our mission is to cultivate and nurture a strong regional economy.



focused on operations, customer service, sales, human resources, marketing and general management.

Community, Civic and Association Engagement

- Western Association of Chamber Executives, Executive Committee & Board of Directors (2009-Present)
- Regional Economic Association Leaders (R.E.A.L.) Coalition (2008 – Present)
- Sacramento Metro Chamber, Executive Committee & Board of Directors (2002 – 2011)
- Northern California World Trade Center, Board of Directors (2002 – 2011)
- Sacramento Area Regional Technology Alliance, Board of Directors, (2002 - 2011)
- Metro PAC, Board of Directors, (2002-2011)
- Sacramento Metro Chamber Foundation, Executive Director & Board of Directors (2002-2011)
- Cleaner Air Partnership, Executive Committee (2002-2011)
- Sacramento Works (Workforce Investment Board), Board of Directors (2002–2011)
- Downtown Sacramento Partnership, Board of Directors (2002-2011)
- Sacramento Convention & Visitors Bureau, Board of Directors (2002-2011)
- Sacramento Valley Conservancy, Advisory Council (2002-2011)
- Founding Member, California Capital Airshow, Board of Directors. (2004-09)
- Los Rios Community College District Bond Oversight Committee (2007-09)
- CSUS College of Business Administration Advisory Council (2006-09)
- Co-founder, Partnership for Prosperity, (2006-09)
- American Leadership Forum – Senior Fellow, Class VIII (2004-05)
- American Chamber of Commerce Executives (ACCE) Board of Directors (2006-07)
- Recognized in 2009 as a Accredited Chamber Executive (ACE) by the Western Association of Chamber Executives (W.A.C.E.)

Education: California State University, East Bay; B.S. Business Administration - Organizational Communication and Public Relations.

Personal: Resides in Los Gatos, California with his wife Penny and his 11-year old daughter, Melina. His oldest daughter, Alexa, 19, is a student at Santa Barbara City College and his son, Kyle, is a student at Folsom Lake College. His hobbies include: mountain biking, hiking, fishing, camping, backpacking, boating, waterskiing, gardening, amateur bartending and cooking with his wife.

Attachment D2

CHAPTER AFFILIATION AGREEMENT

THIS AGREEMENT (the "Agreement") is made this 18 day of September, 2012, by and between **California Special Districts Association**, a 501(c)(6) California nonprofit corporation, with its principal place of business at 1112 I Street, Suite 200, Sacramento, CA 95814 ("CSDA"), and Santa Clara Co Special Dist Assn, an unincorporated business association, with its principal place of business at 5750 Almaden Expy, San Jose, CA (hereinafter "Chapter").

RECITALS

A. CSDA is a California nonprofit public benefit corporation representing different types of special districts which provide a wide variety of public services to California communities. The purposes and objectives of the CSDA are to advance the vital public interest in effective, efficient and responsive local government, specifically by providing educational, legislative advocacy, financing, and insurance services to California special districts;

B. Chapter desires to obtain the right to use CSDA's name, logo, membership mailing list, endorsement, technical assistance and staff support and other CSDA Intellectual Property in connection with Chapter's activities including conducting programs for the continuing education of special district officials and employees, research projects on local special district issues of concern to Chapter's member special districts, legislative outreach on legislative issues of importance to individual chapters and their members, and supporting chapter outreach programs to educate the public about the operations of special districts within the jurisdictional boundaries of the Chapter (hereinafter the "Chapter Program");

C. CSDA is willing to provide its endorsement and technical support services to Chapter and permit Chapter to use its name, logo, membership list and other Intellectual Property in connection with the operation of the Chapter Program, on the terms and conditions specified in this Agreement.

D. The Boards of Directors of CSDA and Chapter hereby reaffirm that the relationship of CSDA and Chapter to each other is that of Licensee and Licensor. This agreement is not intended by the parties to create any association, joint venture, partnership, or agency relationship of any kind between CSDA and Chapter. Neither CSDA nor Chapter is authorized to incur any liability, obligation or expense on behalf of the other, to use the other's monetary credit in conducting any activities under this Agreement, or to represent that CSDA is in the business of providing services comprising the Chapter Program, other than CSDA's endorsement and technical support of the Chapter Program. It is the intent of both CSDA and Chapter that the terms and conditions of this Agreement be interpreted to advance the stated intent of the parties to remain autonomous organizations, each seeking to fulfill its respective stated mission and offer programs that accomplish each party's business goals and objectives.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and agreements set forth herein, the parties hereby agree as follows:

I. License of Intellectual Property.

A. Definition of Intellectual Property.

1. "Intellectual Property" of CSDA includes, but is not limited to use of its name (to include both "California Special Districts Association" and the "CSDA" acronym), logo, and membership mailing and electronic mail list with respect to past, current or prospective members of CSDA located within

Chapter's geographic area; copyrighted, trademarked or proprietary information and materials prepared by CSDA and provided by CSDA to Chapter pursuant to the provisions of this Agreement; and all other Intellectual Property rights including the know-how, licenses, trade secrets, proprietary programs and processes of CSDA.

B. Limited License of Name, Logo, Membership Mailing List and Intellectual Property.

1. CSDA hereby grants a conditional, revocable, nonexclusive license to Chapter to use its name, acronym, logo, membership mailing list, and other Intellectual Property in connection with Chapter's operation of the Chapter Program. In addition, CSDA hereby agrees to provide its public endorsement of the Chapter Program. Chapter hereby accepts the grant of such license and the endorsement of its Chapter Program.

2. Chapter agrees that the license granted hereunder, the promotion and endorsement of the Chapter Program, and the usage of CSDA's name, logo, membership mailing list, and other Intellectual Property shall be restricted to the operation and promotion of the Chapter Program to existing and potential members of the Chapter. Chapter further agrees to protect the name and goodwill of CSDA throughout the term of this agreement.

3. Chapter agrees that it shall not use, or permit any person or entity other than Chapter members to use, CSDA's name, logo, membership mailing list, and other Intellectual Property, for any purpose without the prior written consent of CSDA. Chapter further agrees to keep CSDA's membership mailing list in strict confidence and to not sell or disclose such mailing list or its contents to any third party in any manner, except with the prior written consent of CSDA.

4. Upon termination or expiration of this Agreement, Chapter shall: (i) immediately cease utilization of CSDA's name, logo, membership mailing list, and other Intellectual Property in connection with the Chapter Program or for any other purpose; (ii) immediately return to CSDA all originals and copies of CSDA's name, logo, membership mailing list, and other Intellectual Property (whether in printed, electronic, recorded, or other tangible form); and (iii) discard or destroy all copies thereof.

C. Review and Approval. In order to protect the reputation and goodwill of CSDA, Chapter shall provide CSDA with the right to review and pre-approve all uses of CSDA's name, logo, membership mailing list, and other Intellectual Property or any portion thereof, by chapter and its member districts and agents. Chapter shall submit to CSDA a copy of the intended use of CSDA's name, logo, membership mailing list, and other Intellectual Property or proposed endorsement materials to CSDA. CSDA shall have ten (10) days to approve or disapprove such use by the Chapter of the proposed materials. If CSDA fails to respond within ten (10) days of receipt of such materials, their silence shall be deemed approval of the Chapter's proposed use.

D. Conditions to Limited License of Intellectual Property.

This Limited License of Intellectual Property is granted by CSDA to Chapter subject to satisfaction of each and all of the following conditions.

1. Chapter must provide copies of its bylaws to CSDA for review and approval for consistency with the Articles of Incorporation and bylaws of CSDA. Receipt and approval of the Chapter's bylaws CSDA is confirmed by execution of this Agreement. Chapter agrees to provide copies of all amendments to the bylaws of the Chapter to CSDA during the term of this Agreement.

2. Chapter agrees to comply with those requirements specified in CSDA bylaws regarding Chapters.

3. Chapter shall comply with all federal, state and local laws, regulations and ordinances.

4. Chapter will establish membership requirements that are based on guidelines established by the CSDA bylaws. (Exhibit A)

5. Chapter agrees to appoint a Communications Liaison to facilitate communication between Chapter and CSDA. The Communications Liaison shall be a member district of both the Chapter and CSDA.

II. Description of Services.

CSDA shall provide the following services to Chapter pursuant to the terms and conditions of this Agreement: (1) provide training and assistance in issues regarding governance and operations of the Chapter and its member districts including but not limited to leadership training, district training certification, and legislative updates. In addition, CSDA shall provide the Chapter access to services of its endorsed business affiliates for supplemental services which may be of value to individual special district Chapter members; (2) CSDA agrees to promote Chapter activities in its regular communications to all CSDA members.

Chapter agrees to provide the following services pursuant to the terms and conditions of this Agreement: (1) conduct educational, outreach and other programs and activities the purposes of which do not conflict with the stated purposes of CSDA; (2) agrees to periodically inform its members of CSDA programs, activities, services and legislative alerts; (3) Chapter agrees to maintain regular communication with CSDA and share general information of interest to both parties; and (4) Chapter agrees that it will not, during the term of this Agreement, represent itself as a Chapter of CSDA and publish a legislative position or a position on a valid initiative that is in opposition to one taken by CSDA. This representation does not preclude individual special district members of the Chapter from taking their own respective positions on pending legislation and/or ballot initiatives affecting special districts.

III. Confidential Information.

A. Both CSDA and Chapter may disclose certain confidential information and trade secrets ("Confidential Information") concerning the operations of their respective businesses in connection with entering into this Agreement and performing their obligations herein. Such Confidential Information includes, but is not limited to the manner and terms under which services are provided or will be provided to their respective members. Each party agrees, on behalf of itself and its members, and other persons to whom disclosure of the Confidential Information is permitted hereunder, to keep confidential, and not use, disclose or publish the Confidential Information other than as permitted under the terms of this Agreement.

B. Each party acknowledges and agrees that the Confidential Information of the other parties is confidential and proprietary, and that any and all Confidential Information shall remain strictly confidential among the parties, and shall not be disclosed, used or published except as specifically permitted under the terms of this Agreement

C. The parties' obligations under this Article shall survive the termination of this Agreement. In addition, upon termination or revocation of the license contemplated hereunder, or upon expiration or earlier termination of this Agreement, all Confidential Information transmitted to the receiving party by the disclosing party and any copies thereof made by the receiving party will be destroyed or, at the disclosing party's written request, promptly returned to the disclosing party.

IV Term and Termination. This Agreement shall be effective as of the date and year first above written and shall remain in full force and effect until terminated at any time by either party, without cause, upon

giving to the other party not less than sixty (60) working days' prior written notice of an election to terminate this Agreement. Failure by Chapter to comply with the conditions for issuance of the limited license specified in Sections 1B, 1C and 1D hereof may lead to suspension or revocation of this license by CSDA. Upon termination of this Agreement, the license granted hereby shall be deemed to have been revoked by CSDA.

V. Indemnification and Insurance.

A. Indemnification.

1. Except as otherwise provided in this Agreement, each party shall indemnify, defend, and hold harmless the other party, and its governing board, officers, employees, agents and representatives, from and against any and all liabilities, obligations, losses, damages, penalties, fines, claims, actions, suits, costs and expenses, (including legal fees and expenses) of any kind whatsoever, asserted against, incurred or suffered by the other party, or its governing board, officers, employees, agents or representatives, by reason of personal injury or property damage resulting in any way from: (a) any negligent or intentional act by it or any of its officers, employees, agents or representatives in the performance of services or obligations hereunder; or (b) any negligent omission or failure to act when under a duty to act on its part or the part of any of its officers, employees, agents or representatives in the performance of services or obligations hereunder.

B. Insurance. In order to assure the indemnity described in this Section both CSDA and Chapter shall, at its sole expense, carry and keep in full force and effect at all times during the Term of this Agreement a liability insurance policy with a single limit of at least 1 million dollars (\$1,000,000) to cover potential liability to third parties arising from the operation of the Chapter Program. Each party shall name the other party as an additional insured on such insurance policy, and such insurance policy shall contain a provision by which the insurer agrees that such policy shall not be cancelled except after thirty (30) days written notice to Association. Each party shall provide to the other, within thirty (30) days of the commencement of the initial Term of this Agreement, a copy of the certificate evidencing such insurance policy. The indemnification under this Agreement shall in no way be limited by the extent of insurance coverage. The provisions of this Section shall survive any termination or expiration of this Agreement.

1. As an alternative to providing an insurance policy pursuant to Section V.B., Chapter may assure the indemnity obligations specified in Section V.A. by providing a written certificate from each member district of Chapter certifying that all employees of such Chapter member district participating in Chapter activities as part of the Chapter Program, are acting within the course and scope of their duties for the individual Chapter member, and that the individual Chapter member's insurance policies provide general liability coverage for all such member district employees participating in Chapter activities.

VI. MEDIATION.

(a). The Parties agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting transaction, before resorting to arbitration or court action. Mediation fees, if any, shall be divided equally among the parties involved. If, for any dispute or claim to which this paragraph applies, any party commences an action without first attempting to resolve the matter through mediation, or refuses to mediate after a request has been made, then that party shall not be entitled to recover attorney fees, even if they would otherwise be available to the party in any such action.

VII. Warranties. Each party covenants, warrants and represents that it shall comply with all laws and regulations applicable to this Agreement, and that it shall exercise due care and act in good faith at all times in performance of its obligations under this Agreement. The provisions of this Section shall survive any termination or expiration of this Agreement.

VIII. Waiver. Either party's waiver of, or failure to exercise, any right provided for in this Agreement shall not be deemed a waiver of any further or future right under this Agreement.

IX. Governing Law. All questions with respect to the construction, performance and enforcement of this Agreement, and the rights and liabilities of the parties hereunder, shall be determined in accordance with the laws of the State of California. Any legal action taken or to be taken by either party regarding this Agreement or the rights and liabilities of parties hereunder shall be brought only before a federal, state or local court of competent jurisdiction located within the State of California. Each party hereby consents to, and agrees not to contest, the jurisdiction of the federal, state and local courts located within the State of California.

X. Headings. The headings of the various paragraphs hereof are intended solely for the convenience of reference and are not intended for any purpose whatsoever to explain, modify or place any construction upon any of the provisions of this Agreement.

XI. Assignment. This Agreement may not be assigned, or the rights granted hereunder transferred or sub-licensed, by either party without the express prior written consent of the other party.

XII. Heirs, Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of each party, its subsidiaries, affiliates, related entities, partners, agents, officers, directors, employees, heirs, successors, and assigns, without regard to whether it is expressly acknowledged in any instrument of succession or assignment.

XIII. Counterparts. This Agreement may be executed in one (1) or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one (1) and the same instrument.

XIV. Entire Agreement. This Agreement: (i) constitutes the entire agreement between the parties hereto with respect to the subject matter hereof; (ii) supersedes and replaces all prior agreements, oral and written, between the parties relating to the subject matter hereof; and (iii) may be amended only by a written instrument clearly setting forth the amendment(s) and executed by both parties.

XV. Independent Agreement. This Agreement is an independent agreement which is not in any way contingent upon or related to any other contractual obligations of the parties. The royalties and price discounts provided by Company herein are solely in consideration for the license of Association's name, logo and membership mailing list.

XVI. Severability. All provisions of this Agreement are severable. If any provision or portion hereof is determined to be unenforceable in arbitration or by a court of competent jurisdiction, then the remaining portion of the Agreement shall remain in full effect.

XVII. Notice. All notices and demands of any kind or nature that either party to this Agreement may be required or may desire to serve upon the other in connection with this Agreement shall be in writing and may be served personally, by certified mail, or by commercial overnight courier (e.g., Federal Express), with constructive receipt deemed to have occurred 3 calendar days after the mailing or sending of such notice, to the following addresses:

If to CSDA: California Special Districts Association
 1112 I Street, Suite 200
 Sacramento, CA 95814
 Attn.: Neil McCormick, Executive Director

If to Chapter:

* * * * * IN WITNESS WHEREOF, the parties hereto have caused duplicate originals of this Agreement to be executed by their respective duly authorized representatives as of the date and year first above written.

California Special Districts Association
Contact: Neil McCormick, Executive Director
1112 I Street, Suite 200
Sacramento, CA 95814
T – 916.442.7887

By: _____
Neil McCormick
Executive Director
Date: _____

By: _____
Date: _____



**California Special
Districts Association**
Districts Stronger Together

CSDA/Chapter Affiliation Agreement – FAQ

What is the purpose of signing an affiliation agreement?

The purpose of an affiliation agreement between chapters and the state association is to clearly define the relationship between CSDA and local chapters. From a risk management perspective, the agreement clearly outlines the level of liability for both parties. Other components include logo usage and reporting guidelines.

Why is this important now?

With the development of a new chapter (the Gold Country Regional Chapter), it became apparent to the CSDA Board of Directors and legal counsel that such an agreement would be prudent and beneficial to all parties. The designation "chapter" is misleading in that it implies a formal relationship between CSDA and the local groups that doesn't currently exist.

Why should my chapter sign this affiliation agreement?

Affiliated chapters and their activities will be endorsed by CSDA. In addition, affiliated chapters will:

- Be protected from liability in the event of action against the state association
- Have access to CSDA/Chapter logo, member database and other intellectual property
- Will receive technical assistance from CSDA, including recruitment assistance, chapter website development and communications support
- Will have priority when scheduling visits from CSDA legislative staff and other CSDA representatives and speakers
- May receive additional training opportunities

Does this give CSDA control over our chapter process?

As long as the chapter conducts activities that are consistent with the mission and purposes of CSDA, your group will continue to function as before. An affiliated chapter will need to meet the agreement's guidelines regarding bylaws, membership requirements, liability insurance and information sharing.

Why does our chapter have to have insurance?

CSDA recommends each chapter have liability insurance to protect itself and its members, as well as the state association, from potential liability. Simple and affordable event-related coverages are available from a number of firms and CSDA can provide contacts if requested. In lieu of an insurance policy, chapters may choose to provide a written certificate from each member district that would certify the district's representatives are covered by the district's insurance when participating in chapter activities.

Will our chapter have to give any money to CSDA?

No. The chapter will not be required to pass any of their income to CSDA to be considered a chapter of CSDA.

Does the affiliation agreement mean there will be mandatory membership in the state association?

Per the CSDA bylaws updated August 2011, the following existing chapters must have at least one (1) CSDA member in their membership at all times: Alameda, Butte, Contra Costa, Kern, Marin, Monterey, Orange (ISDOC), Placer, Sacramento, San Bernardino, San Diego, San Luis Obispo, San Mateo, Santa Barbara, Santa Clara and Ventura. Only new chapters formed after August 1, 2011 are asked to have 100 percent of their district members as CSDA members in order to be a chapter affiliate of CSDA.

What if our chapter does not sign the agreement?

If a local special district association is not interested in being formally affiliated with CSDA, they will continue functioning much as before. However, the group will no longer be able to use the CSDA name or logo or be referred to as a "chapter" of the state association. Affiliated chapters will be given priority in terms of CSDA staff time and other resources.

ATTACHMENT D3

BEFORE THE BOARD OF DIRECTORS

OF THE

_____ DISTRICT

RESOLUTION

A resolution of the Board of Directors of the _____

(District) requesting independent special district membership on the

Santa Clara County Local Agency Formation Commission

WHEREAS, California's Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 (Chapter 2, Part 2, Division 3, Title 5 of the Government Code provides for the creation and composition of local agency formation commissions; and

WHEREAS, the Santa Clara County Local Agency Formation Commission (SCCLAFCO) promotes orderly growth and development in Santa Clara County by, preserving agricultural lands and open space, curbing urban sprawl, encouraging efficient delivery of services, exploring and facilitating regional opportunities for fiscal sustainability, and promoting public accountability and transparency of local agencies to improve governance; and

WHEREAS, the composition of the SCCLAFCO may include two members from the legislative bodies of independent special districts selected by the independent special district committee; and

WHEREAS, _____ believes independent special district (ISDs) representation on the SCCLAFCO will facilitate achieving SCCLAFCO's goals; and

WHEREAS, in counties in which there is city and ISD representation on a LAFCO, one-third of the operating costs of the LAFCO are to be borne by the ISDs; and

WHEREAS, the ISDs share of operating costs are to be apportioned in proportion to each district's total revenues as a percentage of the combined total district revenues within the county or by an alternative method approved by a majority of the ISDs; and

WHEREAS, _____ District supports the need for an alternative formula which recognizes the need for all special districts to contribute, that no one district should bear a disproportionate share of the cost, that there are differences in the ability of enterprise versus non-enterprise districts to contribute to costs, and that extraordinary revenue such as gifts and grants should not be taken into consideration when determining a district's revenue for the purpose of apportioning LAFCO costs; and

WHEREAS, the Santa Clara Valley Water District has consented to bear more than 50% of the ISDs share of LAFCO operating costs.

NOW, THEREFORE, BE IT RESOLVED BY THE _____ District,

1. The _____ District supports the Resolution of the Santa Clara County Special District Association requesting that the Santa Clara County Local Agency Formation Commission initiate proceedings for representation of independent special districts upon the commission, adopting an alternative formula for distributing local agency formation commission operating costs and adopting an alternative process for appointing independent special district members to the commission.
2. The alternative allocation of SCCSDA share of operating costs of LAFCO shall be based on the percentages allocated to each district as set forth in Exhibit A, attached hereto and made a part hereof.
3. Exhibit A shall be reviewed every five (5) years, beginning July 1, 2018, during a regularly scheduled meeting of the SCCSDA, to determine if there is a desire, by a majority of the ISD's to initiate action to amend the allocations assigned to each ISD.
4. For any multi-county ISD, the contribution level shall be solely based on that percentage of income received within Santa Clara County by that ISD.
5. Annually, the _____ District will be responsible for its allocation of ISD's share of LAFCO operating costs as identified by SCCLAFCO, based on multiplying the fixed percentage column for the _____ District detailed in Exhibit A and the one-third share of the total LAFCO cost in determining the total cost and amount to be allocated to the _____ District; provided, however, that _____ District may pass a resolution declaring financial hardship and requesting the SCCSDA to conduct a review and revision of the allocations described in Exhibit A.
6. The Santa Clara Valley Water District shall have one appointment to the SCCLAFCO as a result of its consent to pay greater than 50% of the ISD's share of LAFCO costs; and the second representative and alternate shall be appointed be selected via the standard selection process.
7. The SCCSDA representatives to SCCLAFCO are strongly encouraged to submit bi-annual reports at regularly scheduled meetings of the SCCSDA that will update the SCCSDA on LAFCO issues and actions.

PASSED AND ADOPTED by the _____ District on _____ by the following vote:

AYES:

NOES;

ABSTAIN;

By _____

Chair of the _____

ATTEST:

Clerk _____

RESOLUTION OF THE SANTA CLARA COUNTY SPECIAL DISTRICTS ASSOCIATION
REQUESTING THAT THE SANTA CLARA COUNTY LOCAL AGENCY FORMATION
COMMISSION INITIATE PROCEEDINGS FOR REPRESENTATION OF INDEPENDENT
SPECIAL DISTRICT UPON THE COMMISSION,

AND

ADOPTING AN ALTERNATIVE FORMULA FOR DISTRIBUTING
LOCAL AGENCY FORMATION COMMISSION OPERATING COSTS

AND

ADOPTING AN ALTERNATIVE PROCESS FOR APPOINTING INDEPENDENT SPECIAL
DISTRICT MEMBERS TO THE SANTA CLARA COUNTY LOCAL AGENCY FORMATION
COMMISSION

WHEREAS, California's Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 (Chapter 2, Part 2, Division 3, Title 5 of the Government Code) provides for the creation and composition of local agency formation commissions (LAFCO); and

WHEREAS, the Santa Clara County Local Agency Formation Commission (SCCLAFCO) promotes orderly growth and development in Santa Clara County by, preserving agricultural lands and open space, curbing urban sprawl, encouraging efficient delivery of services, exploring and facilitating regional opportunities for fiscal sustainability, and promoting public accountability and transparency of local agencies to improve governance; and

WHEREAS, the composition of the SCCLAFCO may include two members from the legislative bodies of independent special districts selected by the independent special district committee; and

WHEREAS, the Santa Clara County Special District Association (SCCSDA) believes independent special districts (ISDs) representation on the SCCLAFCO will facilitate achieving SCCLAFCO's goals; and

WHEREAS, in counties in which there is a city and ISD representation on a LAFCO, one third of the operating costs of the LAFCO are to be borne by the ISD; and

WHEREAS, the ISD's share of operating costs are to be apportioned in proportion to each district's total revenues as a percentage of the combined total district revenues within the county or by an alternative method approved by a majority of the ISD's; and

WHEREAS, the SCCSDA supports the need for an alternative formula which recognizes the need for all special districts to contribute, that no one district should bear a disproportionate share of the cost, that there are differences in the ability of enterprise versus non-enterprise districts to contribute to costs, and that extraordinary revenue such as gifts and grants should not be taken into consideration when determining a district's revenue for the purpose of apportioning LAFCO costs; and

WHEREAS, the Santa Clara Valley Water District has consented to bear more than 50% of the SCCSDA's share of LAFCO operating costs.

NOW, THEREFORE, BE IT RESOLVED by the Santa Clara County Special District Association as follows:

1. The SCCSDA believes it is important that independent special districts have a voice in LAFCO matters and SCCLAFCO is requested to initiate proceedings for representation of independent special districts upon the commission.
2. The alternative allocation of SCCSDA share of operating costs of LAFCO shall be based on the percentages allocated to each district as set forth in Exhibit A, attached hereto and made a part thereof; provided, however, that any district may pass a resolution declaring financial hardship and requesting the SCCSDA to conduct a review and revision of the allocations described in Exhibit A.
3. Exhibit A shall be reviewed every five (5) years, beginning July 1, 2018, during a regularly scheduled meeting of the SCCSDA, to determine if there is a desire, by a majority of the ISD's to initiate action to amend the allocations assigned to each ISD.
4. For any multi-county ISD, the contribution level shall be solely based on that percentage of income received within Santa Clara County by that ISD.
5. The Santa Clara Valley Water District shall have one appointment to the SCCLAFCO as a result of its consent to pay greater than 50% of the LAFCO costs; and the second representative and alternate will be selected via the standard selection process.
6. The SCCSDA representatives to SCCLAFCO are strongly encouraged to submit bi-annual reports at regularly scheduled meetings of the SCCSDA that will update the SCCSDA on LAFCO issues and actions.

PASSED AND ADOPTED by the SANTA CLARA COUNTY SPECIAL DISTRICTS ASSOCIATION on August 13, 2012.

Attachment D4

2012 Dues Roster
9/14/2012

MEMBER ORGANIZATIONS	Date Paid
Burbank Sanitary District	7/20/2012
El Camino Hospital District	3/23/2012
Loma Prieta Resource Conservation District	7/16/2012
Midpeninsula Regional Open Space District	3/28/2012
Midpeninsula Regional Open Space District	3/28/2012
Rancho Rinconada Recreation and Park District	3/15/2012
San Martin County Water District	6/21/2012
Santa Clara County Library Service Area	5/17/2012
Santa Clara County Open Space Authority	3/26/2012
Santa Clara Valley Transportation Authority	8/27/2012
Santa Clara Valley Water District	5/4/2012
Saratoga Cemetery District	4/25/2012
Saratoga Fire Protection District	8/21/2012
Silver Creek Valley Country Club Geological Hazard Abatement District	3/19/2012
South Santa Clara Valley Memorial District	5/21/2012
West Valley Sanitation District	3/16/2012
LAFCO of Santa Clara County	6/4/2012

OUTSTANDING INVOICES	Invoiced 8/14/12
Cupertino Sanitary District	Outstanding
Guadalupe Coyote Resource Conservation District	Outstanding
Lake Canyon Community Services District	Outstanding
County Sanitation District No. 2-3	Outstanding

NON-RESPONSIVE OR NO INTEREST IN JOINING
Aldercroft Heights County Water District
West Bay Sanitary District
Lions Gate Community Services District
Purissima Hills County Water District