

MEMORANDUM

To The Chairman of the Board of Directors, HCCC

Subject: My opinion on SBHC for documentation in HCCC records

October 18, 2009

Over the past year, I have expressed concerns about SBHC, and requested in writing that my views be recorded in HCCC proceedings. My requests were over-ruled by the Board. I specifically request you to record this memorandum as part of deliberations and minutes of HCCC Board meetings. Please acknowledge receipt, and provide me with a copy of the minutes of the Board meeting in which the consideration of this memorandum is reported.

Please communicate this memorandum to all members of the Steering Committee.

My duty as a SC member is to record my views on matters important to HCCC. Hope this memorandum catalyzes HCCC to examine its relationship with SBHC.

I. Legitimacy of SBHC:

- To my knowledge, no formal discussion occurred in a Steering Committee forum justifying SBHC as an institution functioning *outside HCCC bye-laws*.
- Late in May 2008, I was given to understand that an article in the bye-laws authorizes HCCC to enter into contracts or agreements with “other religious institutions” on matters of mutual interest. Accordingly, SBHC would be treated as a “other religious institution” taking advantage of this bye-laws article. This is disturbing. In May 2008, SBHC *did not exist*. Essentially, a privileged information formed the basis for an action to enable activities outside HCCC bye-laws. SBHC now exists solely because of this privileged information. Given this, no reasonable person would consider SBHC to qualify as “other religious institutions” referred to above.
- In the July-Aug-Sept 2009 issue of Paschimavani, an announcement informs,

“A small group of steering committee members, who are all long-time volunteers at HCCC, have now formed a tax-exempt, non-profit, corporation called the South Bay Hindu Center (SBHC) with the goal of traditions set at our Livermore temple.”

This statement is troubling. A Committee, appointed by the HCCC Board, recommended construction of a South Bay facility, to meet needs of South Bay devotees. To build the facility, SBHC has been formed as a Corporation *independent* of HCCC, so that the project would be freed from oversight and regulation by HCCC’s Board and Steering Committee. This is morally and ethically wrong.

- The metaphor in Paschimavani, “*There is a lot to be gained by lighting a lamp with another lamp*”. explicitly admits that SBHC exists because it was “lit” by HCCC. If SBHC were independent, the lamp should already have been burning.

- The Paschimavani statement, “*The Steering Committee of HCCC has blessed this concept*” is misleading. It refers to a vote obtained from a poorly-informed Steering Committee in a hastily convened meeting on a Mother’s Day. I have questioned the **validity of this vote** in writing starting from June 2008. There is documented evidence showing serious concerns among other SC members about the propriety of SBHC as constituted, and about competition for community resources. Does SC have the power to authorize its own members to function **outside bye-laws**? *SC is supposed to protect the bye-laws. Can SC bless SBHC?*
- During the May 2008 Dublin meeting, a \$500,000 “seed money” was recorded in the minutes. This changed later, without discussion, to an “interest-free loan”. What due process justified this change? Is this change valid?
- The legitimacy of SBHC is highly questionable. An untested interpretation of bye-laws has seriously undermined HCCC’s integrity

II. Validity of MOU

- Fundamental to a contract, formal or informal, is a principle that *both* contracting parties must have comparable benefits. This principle applies to MOU.
- Office bearers of SBHC, named in Paschimavani, are members of SC, and are *ethically bound* to serve the best interests of HCCC. By their support they bring no additional benefit to HCCC. As for SBHC, it is an organization with no track record. It has everything to gain from drawing upon HCCC’s reputation, resources, and personnel, but has little to give back.
- The possibility that SBHC may in future transfer assets to HCCC must be viewed with caution. SBHC’s liabilities, acquired outside HCCC oversight, may be significant and exceed assets.
- The MOU has little validity because benefits are lop-sided in favor of one contracting party.

III. Truth in Advertising

- The Chairman’s Paschimavani endorsement of SBHC has to be balanced by a statement of concerns existing within HCCC about SBHC
- SBHC is being promoted and marketed primarily based on the long-term association of its office bearers with HCCC, and the reputation and standing of HCCC itself. The promotion efforts overtly blur any distinction between SBHC and HCCC. Many donors and potential donors may, in good faith, be under the impression that they are ultimately donating to HCCC
- The Chairman of the Board of HCCC has an obligation to inform the general public about the concerns existing within HCCC about SBHC.

IV. Conflict of Interest

- Because of concerns existing within HCCC, all SBHC office bearers, and others who openly canvass for SBHC *should not participate* in HCCC meetings or proceedings relating to SBHC matters. I formally request the Chairman to enforce this to avoid

conflict of interest.

V. Missed opportunity

- Finally, why do we need SBHC the way it has been set up? Simply, ***there is absolutely no compelling reason***. In reality, a patently anomalous situation has been created. Instead of protecting bye-laws, ***SC has allowed bye-laws to be bypassed!!***
- If there was concern that HCCC regulations were not conducive to efficient implementation of the South Bay project, the right course of action was to thoughtfully change regulations to enhance our ability to better achieve goals, not only now, but also with all future projects. Sadly, an opportunity has been missed.

VI. What we may do

- SBHC functioning outside HCCC bye-laws undermines HCCC's institutional integrity. This situation has to be remedied. Two courses of action may be considered: (A) Bring the South Bay project within governance of HCCC bye-laws, and execute the project with HCCC's physical and financial resources. Or, (B) Sever ties with SBHC so that it functions as an independent institution *in letter and in spirit*. Take appropriate action to protect HCCC's interests and resources.

VII. Concluding Remark

- I reiterate my request that this memorandum be duly recorded in the Minutes of the Board's deliberations. Failure to honor my request will amount to denial of my basic rights to free speech and expression

T. N. Narasimhan
Member, Steering Committee