City of Santa Clara

Joint Meeting Agenda of the City Council and Authorities Concurrent & Santa Clara Stadium Authority Board

Tuesday, September 24, 2024 **6:00 PM** **Hybrid Meeting**
City Hall Council Chambers/Virtual
1500 Warburton Avenue
Santa Clara, CA 95050

Councilmember Chahal will be participating remotely under the Provisions of AB 2449 Emergency Circumstance

The City of Santa Clara is conducting City Council meetings in a hybrid manner (in-person and continues to have methods for the public to participate remotely).

• Via Zoom:
  o https://santaclaraca.zoom.us/j/99706759306
    Meeting ID: 997-0675-9306
  o Phone 1(669) 900-6833

How to Submit Written Public Comment Before City Council Meeting:

1. Use the eComment tab located on the City Council Agenda page (https://santaclara.legistar.com/Calendar.aspx). eComments are directly sent to the iLegislate application used by City Council and staff, and become part of the public record. eComment closes 15 minutes before the start of a meeting.
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Closed Session - 6:00 PM | Regular Meeting - 7:00 PM

6:00 PM CLOSED SESSION

Call to Order in the Council Chambers

Confirmation of Quorum

1. 24-909 Conference with Labor Negotiators (CC)
Pursuant to Gov. Code § 54957.6

City representatives: Jovan D. Grogan, Nadine Nader, Aracely Azevedo, Marco Mercado, Charles Sakai, Glen R. Googins

Employee Organization(s):
Unit # 6 - AFSCME Local 101 (American Federal of State, County and Municipal Employees)
Unit # 9 - Miscellaneous Unclassified Management Employees

Public Comment

The public may provide comments regarding the Closed Session item(s) just prior to the Council beginning the Closed Session. Closed Sessions are not open to the public.

Convene to Closed Session (Council Conference Room)

7:00 PM JOINT CITY COUNCIL/STADIUM AUTHORITY BOARD MEETING

Call to Order in the Council Chambers

Pledge of Allegiance and Statement of Values

Roll Call

REPORTS OF ACTION TAKEN IN CLOSED SESSION MATTERS

CONTINUANCES/EXCEPTIONS/RECONSIDERATIONS

SPECIAL ORDER OF BUSINESS

2. 24-424 Proclamation of September 2024 as World Alzheimer's Month

CONSENT CALENDAR

[Items listed on the CONSENT CALENDAR are considered routine and will be adopted by one motion. There will be no separate discussion of the items on the CONSENT CALENDAR unless discussion is requested by a member of the Council, staff, or public. If so requested, that item will be removed from the CONSENT CALENDAR and considered under CONSENT ITEMS PULLED FOR DISCUSSION.]

3.A **24-932** Action on Meeting Minutes of May 20, 2024 Special City Council & Stadium Authority and June 4, 2024 Joint Council & Authorities and Stadium Authority Meetings

Recommendation: Approve the meeting minutes of May 20, 2024 Special City Council & Stadium Authority and June 4, 2024 Joint Council & Authorities and Stadium Authority Meetings.

3.B **24-17** Board, Commissions and Committee Minutes

Recommendation: Note and file the Minutes of:
Planning Commission - August 21, 2024
Historical and Landmarks Commission - May 2, 2024
Board of Library Trustees - August 5, 2024
Board of Library Trustees - August 19, 2024

3.C **24-645** Action on the Santa Clara Convention Center FY 2023/24 4th Quarter Financial Status Report

Recommendation: Note and file the Santa Clara Convention Center Financial Status Report for the 4th Quarter ending June 30, 2024, as submitted by OVG.

3.D **24-824** Action to Approve an Agreement with the Santa Clara Valley Water District (Valley Water) Relating to Payment of up to $350,000 to the City for Providing Support Services for Valley Water's Purified Water Project

Recommendation: Authorize the City Manager to execute the Agreement with the Santa Clara Valley Water District Relating to Valley Water's Payment for City's Support Services Related to Purified Water, in substantially the form presented subject to minor revisions approved or required by the City Manager or City Attorney

3.E 24-511 Action on an Agreement with Kimley-Horn and Associates, Inc. for Planning Professional Services and an Agreement with BKF Engineers for Design Professional Services for the De La Cruz Boulevard, Lick Mill Boulevard, and Scott Boulevard Bikeway Improvements Project

Recommendation:

1. Authorize the City Manager to negotiate and execute an agreement with Kimley-Horn and Associates, Inc. to provide planning professional services for the De La Cruz Boulevard, Lick Mill Boulevard, and Scott Boulevard Bikeway Improvements project for an initial two-year term with maximum compensation not-to-exceed $552,685, in a final form approved by the City Attorney;
2. Authorize the City Manager to negotiate and execute an agreement with BKF Engineers to provide design professional services for the De La Cruz Boulevard, Lick Mill Boulevard, and Scott Boulevard Bikeway Improvements project for an initial two-year term with maximum compensation not-to-exceed $762,812, in a final form approved by the City Attorney; and
3. Authorize the City Manager to negotiate and execute amendments to both agreements to make modifications as required and extend the term for up to four additional one-year terms, subject to the compensation limits, and appropriation of funds, in final forms approved by the City Attorney.

3.F 24-703 Action on a Grant Agreement with the California Office of Traffic Safety and Amendment No. 1 to the Agreement with Kimley-Horn and Associates, Inc. for the Santa Clara Vision Zero Plan and Related Budget Amendments

Recommendation:

1. Authorize the City Manager to execute and take all necessary steps to implement the Grant Agreement between the City of Santa Clara and the State of California Office of Traffic Safety in the amount of $77,800 for the Santa Clara Vision Zero Plan, in a final form approved by the City Attorney;
2. Authorize the City Manager to negotiate and execute Amendment No. 1 to the Agreement with Kimley-Horn and Associates, Inc. to increase the maximum compensation by $24,299 for a revised not-to-exceed amount of $580,835, to provide promotional materials and additional support services for the Santa Clara Vision Zero Plan, in a final form approved by the City Attorney;
3. Authorize the City Manager to make minor modifications to both agreements and to extend the terms, if needed, in a final form approved by the City Attorney; and
4. Approve the FY 2024/25 budget amendment in the Streets and Highways Capital Fund to increase the Other Agencies Revenue estimate by $77,800 to recognize grant funding for the OTS grant and establish the Santa Clara Vision Zero - 2024 OTS Grant Project in the amount of $77,800. **(Five affirmative Council votes required to appropriate additional revenue)**.

3.G 24-702 Action on a Grant Agreement with the California Office of Traffic Safety, and Amendment No. 2 to the Agreement with Safe Moves, Inc., for the Safe Routes to School Program, and Related Budget Amendments

Recommendation:

1. Authorize the City Manager to execute and take all necessary steps to implement the Grant Agreement between the City of Santa Clara and the State of California Office of Traffic Safety in the amount of $69,050 for the Safe Routes to School Program, in a final form approved by the City Attorney;
2. Authorize the City Manager to execute Amendment No. 2 to the Agreement with Safe Moves, Inc. to increase the maximum compensation by $69,050 for a revised not-to-exceed amount of $714,250, to provide equipment and services in support of the Safe Routes to School Program, in a final form approved by the City Attorney;
3. Authorize the City Manager to make minor modifications to both agreements and to extend the terms, if needed, in a final form approved by the City Attorney; and
4. Approve the FY 2024/25 budget amendment in the Streets and Highways Capital Fund to increase the Other Agencies Revenue estimate by $69,050 to recognize grant funding for the OTS grant and establish the 2024 Santa Clara School Pedestrian and Bicycle Safety Project in the amount of $69,050 **(five affirmative Council votes required to appropriate additional revenue)**.

3.H **24-1528** Action to Authorize City Manager to Negotiate and Execute Amendment No. 3 to the Master Product and Services Agreement and Related Orders with Hexagon Safety & Infrastructure for the Computer Aided Dispatch System

Recommendation: Authorize the City Manager to negotiate and execute Amendment No. 3 to Master Product and Services Agreement (Master Agreement) with Hexagon Safety & Infrastructure to extend the term through November 30, 2029, and execute Orders pursuant to the terms of the Master Agreement to upgrade the Computer Aided Dispatch System to I/CAD 9.4 2H2023 and renew the maintenance and support services with a total not-to-exceed amount of $5,341,925, subject to the appropriation of funds and approval as to form by the City Attorney.

3.I **24-855** Action on Authorizing the Use of City Electric Forces for Public Works Projects at Various Locations

Recommendation:
1. Determine the proposed action is exempt from CEQA pursuant to Section 15303 (Class 3 - New Construction or Conversion of Small Structures) of Title 14 of the California Code of Regulations; and
2. Declare and determine in accordance with Section 1310 of the City Charter that the public works located at 45 Cronin Drive, 2230 Calle Del Mundo, 2900 Semiconductor Drive, and 2250 Walsh Avenue are better performed by the City with its own employees based on the information set forth in this Report to Council and authorize the performance of these public works consistent with this authorization.

3.J **24-843** Action to Approve Increased Hourly Rates for As-Needed Classifications Working at Levi's Stadium, Adopt Resolution Approving the Updated Salary Plan, and Approve Related Budget Amendment

Recommendation:

1. Approve increases to the hourly pay rate for the as-needed classifications of Per Diem Dispatcher, Per Diem Police Officer, and Traffic Control Officer;
2. Adopt a Resolution approving and adopting the updated as-needed salary plan reflecting the increased hourly rates; and
3. Approve the FY 2024/25 budget amendment in the General Fund to increase the Charges for Services budget in the amount of $317,623 and increase the Non-Departmental Salaries and Benefits budget in the amount of $317,623 **(five affirmative Council votes required to appropriate additional revenue).**

3.K **24-874** Action to Designate a Voting Delegate for the 2024 League of California Cities Annual Conference and Expo

Recommendation: Designate City Councilmember Kevin Park as a voting delegate for the 2024 League of California Cities Annual Conference and Expo

3.L **24-1603** Action to Waive First Reading and Introduce an Ordinance Amending and Restating in its Entirety Chapter 13.20 (Storm Drains and Discharges) of Title 13 (Public Services) of "The Code of the City of Santa Clara, California" to Enable Compliance with Regional Water Resources Control Board Requirements and Update Administrative Language

Recommendation: Waive First Reading and Introduce an Ordinance Amending and Restating in its Entirety Chapter 13.20 (Storm Drains and Discharges) of Title 13 (Public Services) of "The Code of the City of Santa Clara, California" to enable compliance with Regional Water Resources Control Board Requirements and Update Administrative Language.

3.M **24-838** Action to Adopt Ordinance No. 2071 Amending Chapter 2.140 ("Disaster Council") of Title 2 ("Administration and Personnel") of "The Code of the City of Santa Clara, California"

Recommendation: Waive Second Reading and Approve Adoption of Ordinance No. 2071 Amending Chapter 2.140 ("Disaster Council") of Title 2 ("Administration and Personnel") of "The Code of the City of Santa Clara, California"

SANTA CLARA STADIUM AUTHORITY BOARD CONSENT CALENDAR

4.A **24-829** Report on the Audited Santa Clara Stadium Authority Fiscal Year 2023/24 Annual Financial Statements

Recommendation: Note and file the Santa Clara Stadium Authority Fiscal Year 2023/24 Annual Financial Statements.

4.B **24-891** Action on Stadium Manager's Request to Approve a Third Amendment to the Agreement with ABM Industry Group, LLC for Janitorial Services at Levi's Stadium for a Month-to-Month Extension Not to Exceed Six Months

Recommendation: Approve the Stadium Manager's request to execute a Third Amendment to the Agreement with ABM Industry Group to extend the term of the agreement on a month-to-month basis, beginning on October 1, 2024, for up to six months until the Stadium Manager enters into a new agreement for janitorial services at Levi's Stadium, subject to the Stadium Authority Board's approval, and completes the transition of services as needed depending on the recommended vendor through the formal solicitation process.

PUBLIC PRESENTATIONS

[This item is reserved for persons to address the Council or authorities on any matter not on the agenda that is within the subject matter jurisdiction of the City or Authorities. The law does not permit action on, or extended discussion of, any item not on the agenda except under special circumstances. The governing body, or staff, may briefly respond to statements made or questions posed, and appropriate body may request staff to report back at a subsequent meeting. Although not required, please submit to the City Clerk your name and subject matter on the speaker card available in the Council Chambers.]

CONSENT ITEMS PULLED FOR DISCUSSION

PUBLIC HEARING/GENERAL BUSINESS

5. **24-810** Public Hearing: Approval of the 2023-2024 Consolidated Annual Performance and Evaluation Report (CAPER) for Submission to the U.S. Department of Housing and Urban Development (HUD)

Recommendation:

1. Approve the 2023-2024 Consolidated Annual Performance and Evaluation Report (Attachment 1) and authorize the City Manager, or his designee, to execute the documents for submission to the U.S. Department of Housing and Urban Development (HUD) by September 27, 2024 unless otherwise directed by HUD.

2. Direct staff to incorporate all public comments into the final version to be submitted to HUD on or before September 27, 2024.

6. **24-759** Public Hearing: Action on Four Corrective Amendments to the Zoning Map that Resolve Inconsistencies with the City's General Plan Land Use Diagram, for the Properties located at 4995 Patrick Henry Drive / 3005 Democracy Way; 807 Washington Street; 1435 Lewis Street and 1430 and 1448 Madison Street; and 2805 Bowers Avenue.

Recommendation: Adopt a Resolution to Amend the revised Zoning Map, consistent with the City's General Plan land use diagram, for the Properties located at 4995 Patrick Henry Drive / 3005 Democracy Way; 807 Washington Street; 1435 Lewis Street and 1430 and 1448 Madison Street; and 2805 Bowers Avenue.

7. **24-513** Action on Resolutions Accepting the Monroe Street Bikeway Planning Study, Selecting a Preferred Design Concept and, as appropriate, Taking Related Actions Regarding Parking and Curb Modifications

Recommendation: Alternatives 1,3, and 6:

1. Adopt a resolution accepting the Monroe Street Bikeway Planning Study;
3. Approve roadway concept titled "Two Lanes, Buffered Bike Lanes, Center Turn Lane, Parking on Both Sides" as the preferred alternative; and
6. Adopt a resolution establishing no parking zones as necessary on Monroe Street between Lawrence Expressway and San Tomas Expressway to accommodate the approved bikeway facilities.

8. **24-931** Consideration of Action on a Request from Councilmember Jain for City Sponsorship or Other Support for GEN Grow Empower Nurture's September 28, 2024 Diwali Celebration at Live Oak Park

Recommendation: Staff makes no recommendation regarding provision of financial support for GEN Grow Empower Nurture's September 28, 2024 Family Nav Diwali Festival and Garba event at Live Oak Park. Staff does not recommend provision of additional promotional support for the event beyond GEN's usage of the free-standing sign at Live Oak Park.

REPORTS OF MEMBERS, SPECIAL COMMITTEES AND COUNCILMEMBER 030 REQUESTS

CITY MANAGER/EXECUTIVE DIRECTOR REPORT

ADJOURNMENT

The next regular scheduled meeting is on Tuesday, October 8, 2024 in the City Hall Council Chambers.

MEETING DISCLOSURES

The time limit within which to commence any lawsuit or legal challenge to any quasi-adjudicative decision made by the City is governed by Section 1094.6 of the Code of Civil Procedure, unless a shorter limitation period is specified by any other provision. Under Section 1094.6, any lawsuit or legal challenge to any quasi-adjudicative decision made by the City must be filed no later than the 90th day following the date on which such decision becomes final. Any lawsuit or legal challenge, which is not filed within that 90-day period, will be barred. If a person wishes to challenge the nature of the above section in court, they may be limited to raising only those issues they or someone else raised at the meeting described in this notice, or in written correspondence delivered to the City of Santa Clara, at or prior to the meeting. In addition, judicial challenge may be limited or barred where the interested party has not sought and exhausted all available administrative remedies.

STREAMING SERVICES: As always, the public may view the meetings on SantaClaraCA.gov, Santa Clara City Television (Comcast cable channel 15 or AT&T U-verse channel 99), or the livestream on the City's YouTube channel or Facebook page.

Note: The public cannot participate in the meeting through these livestreaming methods; livestreaming capabilities may be disrupted at times, viewers may always view and participate in meetings in-person and via Zoom as noted on the agenda.

AB23 ANNOUNCEMENT: Members of the Santa Clara Stadium Authority, Sports and Open Space Authority and Housing Authority are entitled to receive $30 for each attended meeting.

Note: The City Council and its associated Authorities meet as separate agencies but in a concurrent manner. Actions taken should be considered actions of only the identified policy body.

LEGEND: City Council (CC); Stadium Authority (SA); Sports and Open Space Authority (SOSA); Housing Authority (HA); Successor Agency to the City of Santa Clara Redevelopment Agency (SARDA); Bayshore North Project Enhancement Authority (BNPEA); Public Facilities Financing Corporation (PFFC)

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In accordance with the requirements of Title II of the Americans with Disabilities Act of 1990 ("ADA"), the City of Santa Clara will not discriminate against qualified individuals with disabilities on the basis of disability in its services, programs, or activities, and will ensure that all existing facilities will be made accessible to the maximum extent feasible. The City of Santa Clara will generally, upon request, provide appropriate aids and services leading to effective communication for qualified persons with disabilities including those with speech, hearing, or vision impairments so they can participate equally in the City's programs, services, and activities. The City of Santa Clara will make all reasonable modifications to policies and programs to ensure that people with disabilities have an equal opportunity to enjoy all of its programs, services, and activities.

Agendas and other written materials distributed during a public meeting that are public record will be made available by the City in an appropriate alternative format. Contact the City Clerk's Office at 1 408-615-2220 with your request for an alternative format copy of the agenda or other written materials.

Individuals who require an auxiliary aid or service for effective communication, or any other disability-related modification of policies or procedures, or other accommodation, in order to participate in a program, service, or activity of the City of Santa Clara, should contact the City's ADA Coordinator at 408-615-3000 as soon as possible but no later than 48 hours before the scheduled event.

24-909 Agenda Date: 9/24/2024

SUBJECT
Conference with Labor Negotiators (CC)
Pursuant to Gov. Code § 54957.6

City representatives: Jovan D. Grogan, Nadine Nader, Aracely Azevedo, Marco Mercado, Charles Sakai, Glen R. Googins

Employee Organization(s):
Unit # 6 - AFSCME Local 101 (American Federal of State, County and Municipal Employees)
Unit # 9 - Miscellaneous Unclassified Management Employees

REPORT TO COUNCIL

SUBJECT
Proclamation of September 2024 as World Alzheimer's Month

BACKGROUND
Alzheimer's disease is the most common form of dementia, a brain condition that affects the parts of the brain controlling thought, memory, and language. It can seriously affect the ability of individuals to conduct their daily activities. While the risk of developing Alzheimer's disease increases as people age, it is not a normal part of aging. Scientists do not yet fully understand the causes of Alzheimer's disease, but suspect that there are multiple factors affecting individuals, including age, family history, and potentially diet and environment. In 2020, an estimated 5.8 million Americans were living with Alzheimer's disease, a number that is projected to climb to 14 million people by 2060. In California, more than 719,000 people are living with Alzheimer's disease, along with 1.37 million unpaid caregivers.

The theme of the 2024 World Alzheimer's Month is "Time to act on dementia, time to act on Alzheimer's." The awareness campaign focuses on attitudes toward dementia and addressing the stigma and discrimination that exist around the condition.

DISCUSSION
At the September 24, 2024 City Council meeting, the City Council will proclaim September 2024 as World Alzheimer's Month. Representatives from Alzheimer's Association, Northern California and Northern Nevada Chapter, will be present to accept the proclamation.

ENVIRONMENTAL REVIEW
This is an information report only and no action is being taken by the City Council and no environmental review under the California Environmental Quality Act ("CEQA") is required.

FISCAL IMPACT
There is no fiscal impact to the City other than staff time.

PUBLIC CONTACT
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Reviewed by: Fiona Kirby, Management Analyst, City Manager's Office

Approved by: Jovan D. Grogan, City Manager

ATTACHMENTS

1. Draft Proclamation of September 2024 as World Alzheimer’s Awareness Month

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City of Santa Clara

Proclamation

WHEREAS, in 2012, September was first recognized as World Alzheimer's Month to raise global awareness about dementia and dementia advocacy around the world; and

WHEREAS, the 2024 World Alzheimer's Month theme is "Time to act on dementia, time to act on Alzheimer's" which focuses on attitudes toward dementia and addressing the stigma and discrimination that exist around the condition; and

WHEREAS, Alzheimer's is the most common form of dementia, a brain condition that affects the parts of the brain controlling thought, memory, and language; an an estimated 5.8 million people are living with Alzheimer's disease in the United States, and by 2060 that number is projected to grow to 14 million people; and

WHEREAS, despite the fact that Alzheimer's disease is not a normal part of aging, the risk of developing Alzheimer's disease increases with age; scientists do not yet fully understand what causes Alzheimer's disease but believe there is likely not one single cause but a variety of factors which contribute to the risk of developing the disease.

NOW, THEREFORE, I, LISA M. GILLMOR, by virtue of the authority vested in me as Mayor, and on behalf of the entire City Council, do hereby proclaim the month of September 2024 as

World Alzheimer's Month

in the City of Santa Clara and call upon the community to recognize the impacts of Alzheimer's disease and work to support those affected.

Given under my hand and the Seal of the City of Santa Clara, California, this 24th day of September 2024.

LISA M. GILLMOR
MAYOR, CITY OF SANTA CLARA

ANTHONY BECKER
VICE MAYOR, DISTRICT 6

KATHY WATANABE
COUNCILMEMBER, DISTRICT 1

RAJ CHAHAL
COUNCILMEMBER, DISTRICT 2

KAREN HARDY
COUNCILMEMBER, DISTRICT 3

KEVIN PARK
COUNCILMEMBER, DISTRICT 4

SUDS JAIN
COUNCILMEMBER, DISTRICT 5

Draft Proclamation

24-932 Agenda Date: 9/24/2024

REPORT TO COUNCIL

SUBJECT

Action on Meeting Minutes of May 20, 2024 Special City Council & Stadium Authority and June 4, 2024 Joint Council & Authorities and Stadium Authority Meetings

RECOMMENDATION

Approve the meeting minutes of May 20, 2024 Special City Council & Stadium Authority and June 4, 2024 Joint Council & Authorities and Stadium Authority Meetings.

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City of Santa Clara

Meeting Minutes

Special Meeting of the

City Council/Stadium Authority Board

05/20/2024 **5:00 PM** **Hybrid Meeting**
City Hall Council Chambers/Virtual
1500 Warburton Avenue
Santa Clara, CA 95050

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• Via Zoom:

o https://santaclaraca.zoom.us/j/99706759306

Meeting ID: 997-0675-9306

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NOTICE IS HEREBY GIVEN that, pursuant to the provisions of California Government Code §54956 ("The Brown Act") and Section 708 of the Santa Clara City Charter, the Mayor/Chair calls for a Special Meeting of the City Council of the City of Santa Clara, the Governing Board of the Stadium Authority, to commence and convene on May 20, 2024 at 5:00 pm for a Special Meeting to be held virtually and in the City Hall Council Chambers located in the East Wing of City Hall at 1500 Warburton Avenue, Santa Clara, California, to consider the following matter(s) and to potentially take action with respect to them.

5:00 PM CLOSED SESSION

Call to Order in the Council Chambers

Mayor Gillmor called the meeting to order at 5:02 PM.

Roll Call

Present: 7 - Council/Boardmember Kathy Watanabe, Council/Boardmember Raj Chahal, Council/Boardmember Karen Hardy, Council/Boardmember Kevin Park, Council/Boardmember Suds Jain, Vice Mayor/Chair Anthony Becker, and Mayor/Chair Lisa M. Gillmor

Assistant City Clerk/Secretary Pimentel recited the AB23 announcement and Statement of Behavioral Standards.

ADJOURN TO CLOSED SESSION FOR THE FOLLOWING:

1.A 24-550 Conference with Legal Counsel-Existing Litigation (CC, SA)
Pursuant to Gov. Code § 54956.9(d)(1)
Forty Niners SC Stadium Company LLC v. Santa Clara Stadium Authority, JAMS Consolidated Case No. 1110024318

1.B 24-556 Conference with Real Property Negotiators
Pursuant to Gov. Code § 54956.8

Property: Stadium Site located at 4900 Marie P Debartolo Way, Santa Clara, California 95054 (APN: 104-43-055)

City Negotiators: Jovan D. Grogan, Glen R. Googins

Negotiating Parties:
Stadium Authority and Forty Niners SC Stadium Company, LLC

Under Negotiation: Stadium Lease of Real Property interest(s), price and terms of Lease

1.C 24-557 Conference with Real Property Negotiators
Pursuant to Gov. Code § 54956.8

Property: Stadium Site located at 4900 Marie P Debartolo Way, Santa Clara, California 95054 (APN: 104-43-055)

City Negotiators: Jovan D. Grogan, Glen R. Googins

Negotiating Parties:
City of Santa Clara and Stadium Authority

Under Negotiation: Ground Lease of Real Property interest(s), price and terms of Lease

Public Comment

Teresa O'Neill expressed comments regarding contracts with the San Francisco 49ers.

Kirk Vartan expressed comments regarding contracts with the San Francisco 49ers.

SVPRO expressed comments regarding contracts with the San Francisco 49ers.

Patrick Ahrens expressed comments regarding contracts with the San Francisco 49ers.

Convene to Closed Session (Council Conference Room)

Council/Stadium Authority Board adjourned into Closed Session at 5:14 PM.

ADJOURNMENT

REPORTS OF ACTION TAKEN IN CLOSED SESSION, IF ANY REQUIRED, TO BE PRESENTED BY THE CITY ATTORNEY IN PERSON IN COUNCIL CHAMBERS

No reportable action taken in Closed Session.

The next regular scheduled meeting is on Tuesday, May 28, 2024 in the City Hall Council Chambers.

MEETING DISCLOSURES

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AB23 ANNOUNCEMENT: Members of the Santa Clara Stadium Authority, Sports and Open Space Authority and Housing Authority are entitled to receive $30 for each attended meeting.

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email clerk@santaclaraca.gov <mailto:clerk@santaclaraca.gov> or at the public information desk at any City of Santa Clara public library.

If a member of the public submits a speaker card for any agenda items, their name will appear in the Minutes. If no speaker card is submitted, the Minutes will reflect "Public Speaker."

In accordance with the requirements of Title II of the Americans with Disabilities Act of 1990 ("ADA"), the City of Santa Clara will not discriminate against qualified individuals with disabilities on the basis of disability in its services, programs, or activities, and will ensure that all existing facilities will be made accessible to the maximum extent feasible. The City of Santa Clara will generally, upon request, provide appropriate aids and services leading to effective communication for qualified persons with disabilities including those with speech, hearing, or vision impairments so they can participate equally in the City's programs, services, and activities. The City of Santa Clara will make all reasonable modifications to policies and programs to ensure that people with disabilities have an equal opportunity to enjoy all of its programs, services, and activities.

Agendas and other written materials distributed during a public meeting that are public record will be made available by the City in an appropriate alternative format. Contact the City Clerk's Office at 1 408-615-2220 with your request for an alternative format copy of the agenda or other written materials.

Individuals who require an auxiliary aid or service for effective communication, or any other disability-related modification of policies or procedures, or other accommodation, in order to participate in a program, service, or activity of the City of Santa Clara, should contact the City's ADA Coordinator at 408-615-3000 as soon as possible but no later than 48 hours before the scheduled event.

ATTEST:

Assistant City Clerk/Secretary

APPROVE:

Mayor/Chairperson

City of Santa Clara

Meeting Minutes

City Council and Authorities Concurrent &

Santa Clara Stadium Authority Board

06/04/2024 **5:00 PM** **Hybrid Meeting**
City Hall Council Chambers/Virtual
1500 Warburton Avenue
Santa Clara, CA 95050

The City of Santa Clara is conducting City Council meetings in a hybrid manner (in-person and continues to have methods for the public to participate remotely).

• Via Zoom:

o https://santaclaraca.zoom.us/j/99706759306

Meeting ID: 997-0675-9306

o Phone 1(669) 900-6833

How to Submit Written Public Comment Before City Council Meeting:
1. Use the eComment tab located on the City Council Agenda page https://santaclara.legistar.com/Calendar.aspx). eComments are directly sent to the iLegislate application used by City Council and staff, and become part of the public record. eComment closes 15 minutes before the start of a meeting.
2. By email to clerk@santaclaraca.gov by 12 p.m. the day of the meeting. Those emails will be forwarded to the Council and will be uploaded to the City Council Agenda as supplemental meeting material. Emails received after the 12 p.m. cutoff time up through the end of the meeting will form part of the meeting record. Please identify the Agenda Item Number in the subject line of your email. NOTE: Please note eComments and Emails received as public comment will not be read aloud during the meeting.

Agendas, Staff Reports and some associated documents for City Council items may be viewed on the Internet at https://santaclara.legistar.com/Calendar.aspx

All public records relating to an open session item on this agenda, which are not exempt from disclosure pursuant to the California Public Records Act, that are distributed to a majority of the legislative body will be available for public inspection at the Office of the City Clerk at Sana Clara City Hall, 1500 Warburton Avenue, Santa Clara, CA 95050 at the same time that the public records are distributed or made available to the legislative body. Any draft contracts, ordinances and resolutions posted on the Internet site or distributed in advance of the Council meeting may not be the final documents approved by the City Council. For the final document, you many contact the Office of the City Clerk at (408) 615-2220 or Clerk@santaclaraca.gov.

Study Session - 5:00 PM | Regular Meeting - 7:00 PM

5:00 PM STUDY SESSION

Call to Order in the Council Chambers

Mayor Gillmor called the Study Session to order at 5:05 PM.

Confirmation of Quorum

Assistant City Clerk Pimentel confirmed a quorum.

1.A 24-179 Presentation of Second Voter Research Survey Results for a Possible November 2024 Ballot Measure to Fund Public Infrastructure and Request for Council Input

Recommendation: Review and provide input on potential revenue measure to be placed on the November 2024 Ballot.

City Manager Grogan kicked off the study session and made some opening remarks.

Ben Tulchin (Tulchin Research) gave a Powerpoint Presentation on the second voter research survey results for a possible November 2024 ballot measure to fund public infrastructure and request for Council input.

City Manager Grogan continued the presentation.

Council questions followed.

City Manager Grogan and **Director of Finance Lee** addressed **Council** questions and concerns.

Council questions followed.

City Manager Grogan addressed **Council** questions and concerns.

Public Comment: Vikas Gupta
Julie Corrigan
Debbie Tryforos
Kirk Vartan

1.B 24-321 Study Session: Review of the Proposed FY 2024/25 & FY 2025/26 Biennial Capital Improvement Program Budget and FY 2024/25 Operating Budget Amendments

Recommendation: Review and provide input on the Proposed FY 2024/25 & FY 2025/26 Biennial Capital Improvement Program Budget and FY 2024/25 Operating Budget Amendments.

City Manager Grogan introduced the item and made some opening remarks.

Director of Finance Lee gave a Powerpoint Presentation on the review of the proposed FY 2024/25 and FY 2025/26 Biennial Capital Improvement Program Budget and FY 2024/25 Operating Budget Changes.

Council questions followed.

City Manager Grogan and **Director of Finance Lee** addressed **Council** questions.

Public Comment: Vikas Gupta
Jan Hintermeister

Council comments continued.

Vice Mayor Becker requested staff to return at the next meeting with the funding costs for the lawn bowling facility as well as funding on the rainbow crosswalks.

Mayor Gillmor called a recess at 6:50 PM and reconvened the meeting at 7:07 PM.

7:00 PM JOINT CITY COUNCIL/STADIUM AUTHORITY BOARD MEETING

Call to Order in the Council Chambers

Mayor/Chair Gillmor called the meeting to order at 7:08 PM.

Pledge of Allegiance and Statement of Values

Council/Board recited the Pledge of Allegiance.

Council/Boardmember Park recited the Statement of Values.

Roll Call

Present: 6 - Council/Boardmember Kathy Watanabe, Council/Boardmember Raj Chahal, Council/Boardmember Kevin Park, Council/Boardmember Suds Jain, Vice Mayor/Chair Anthony Becker, and Mayor/Chair Lisa M. Gillmor

Absent: 1 - Council/Boardmember Karen Hardy

A motion was made by Council/Boardmember Chahal, seconded by Vice Mayor/Chair Becker, to excuse Council/Boardmember Hardy from the meeting.

Aye: 6 - Council/Boardmember Watanabe, Council/Boardmember Chahal, Council/Boardmember Park, Council/Boardmember Jain, Vice Mayor/Chair Becker, and Mayor/Chair Gillmor

Absent: 1 - Council/Boardmember Hardy

24-613 Post Meeting Material

Assistant City Clerk/Secretary Pimentel recited the AB23 announcement and Statement of Behavioral Standards.

Assistant City Clerk/Secretary Pimentel also noted that any registered Lobbyist speaking during the Public Meeting will need to identify themselves and who they represent.

REPORTS OF ACTION TAKEN IN CLOSED SESSION MATTERS

None.

Mayor Gillmor noted that she will be moving up Special Order of Business before Countinuance/Exceptions/Reconsiderations.

SPECIAL ORDER OF BUSINESS

3.A 24-131 Proclamation of June 2024 as Pride Month in the City of Santa Clara

Mayor Gillmor, on behalf of the **Council**, proclaimed June 2024 as Pride Month in the City of Santa Clara and encouraged residents to attend in-person Pride Flag Raising at City Hall on Friday, June 7, 2024 at 12pm.

Chris Harris (Director, Office for Multicultural Learning, Campus Climate & Belonging) made comments.

Council comments followed.

3.B 24-132 Proclamation of June 19, 2024 as Juneteenth in the City of Santa Clara

Mayor Gillmor, on behalf of the **Council**, proclaimed June 19, 2024 as Juneteenth in the City of Santa Clara.

Winston Ashby [Executive Director of Positive Alternative Recreation Teambuilding Impact (P.A.RT.I.) program] made comments.

CONTINUANCES/EXCEPTIONS/RECONSIDERATIONS

2.A 24-508 Reconsideration of the Council Actions Taken at the April 23, 2024 City Council Meeting Regarding Proposed FY 2024/25 Fees for Non-Profit Youth Sports Field Use in Accordance with Council Policy 42

Recommendation: It is recommended that the City Council confirm Council action taken on April 23, 2024 regarding the field use fees for non-profit youth sports groups to maintain fees at the rates presented and as shown in Attachment 1 for FY 2024/25.

City Manager Grogan made opening remarks.

Director of Finance Lee and **Acting Director of Parks and Recreation Bojorquez** gave a Powerpoint Presentation on the reconsideration of the Council actions taken at the April 23, 2024 City Council meeting regarding proposed FY2024/25 Fees for non-profit youth sports field use in accordance with Council Policy 42.

Council questions followed.

Acting Director of Parks and Recreation Bojorquez addressed **Council** questions and concerns.

Public Comment: Tarci
Anthony Pascoal
Public Speaker (2)
Mike Walke
Burt Fields
Heidi Stewart
Linda Pascoal
Richard Fitting

Council comments and questions followed.

Acting Director of Parks and Recreation Bojorquez and **City Manager Grogan** addressed **Council** questions and concerns.

A motion was made by **Councilmember Chahal**, seconded by **Councilmember Watanabe**, to waive all the fees for the non-profit youth sports field usage.

Vice Mayor Becker requested a friendly amendment to waive all fees effective August 1, 2024.

Councilmember Chahal accepted the friendly amendment.

Council comments and questions followed.

Councilmember Park made a friendly amendment to waive the fees for the Fall Quarter and direct staff to return with analysis after stakeholders meeting.

Councilmember Chahal accepted the friendly amendment, **Councilmember Watanabe** declined the friendly amendment.

Councilmember Chahal withdrew his original motion and made a new motion to waive all Fall non-profit youth field usage fees and direct staff to return with analysis after stakeholders meeting. **Councilmember Jain** seconded the motion.

City Manager Grogan and **City Attorney Googins** addressed **Council** comments.

Council discussion ensued.

A motion was made by Councilmember Chahal, seconded by Councilmember Jain, to waive all Fall non-profit youth field usage fees and directed staff to return with analysis after stakeholders meeting.

Aye: 6 - Councilmember Watanabe, Councilmember Chahal, Councilmember Park, Councilmember Jain, Vice Mayor Becker, and Mayor Gillmor

Excused: 1 - Councilmember Hardy

Mayor Gillmor called for a recess at 9:20 PM and reconvened the meeting at 9:28 PM.

2.B 24-593 Continuance of an Environmental Impact Report, General Plan Amendment Redesignation from High Intensity Office / Research and Development (R&D) to Light Industrial, Use Permit, and Architectural Review to Allow the Construction of a New Four-Story, 244,068 Square Foot Data Center with a Substation at 2805 Bowers Avenue

Recommendation: That the City Council approve the continuance request to a date uncertain.

A motion was made by Councilmember Jain, seconded by Councilmember Chahal, to approve the continuance request to a date uncertain.

Aye: 6 - Councilmember Watanabe, Councilmember Chahal, Councilmember Park, Councilmember Jain, Vice Mayor Becker, and Mayor Gillmor

Excused: 1 - Councilmember Hardy

CONSENT CALENDAR

Councilmember Chahal recused himself from Item 4.L due to his property being within 500 ft. of some of the subject item.

Assistant City Clerk Pimentel noted that for Item 4.A, the Planning Commission Meeting Minutes had a typo on Page 5 of the minutes and the corrected minutes have been posted as supplemental materials.

City Manager Grogan noted that there was a typo in recommendation 1 for Item 4.P - the actual effective date is 12-24-23.

A motion was made by Vice Mayor/Chair Becker, seconded by Council/Boardmember Chahal, to approve the Consent Calendar.

Aye: 6 - Council/Boardmember Watanabe, Council/Boardmember Chahal, Council/Boardmember Park, Council/Boardmember Jain, Vice Mayor/Chair Becker, and Mayor/Chair Gillmor

Excused: 1 - Council/Boardmember Hardy

4.A 24-10 Board, Commissions and Committee Minutes

Recommendation: Note and file the Minutes of:
Planning Commission Meeting - June 14, 2023
Planning Commission Meeting - March 6, 2024
Planning Commission Special Meeting - April 17, 2024
Parks & Recreation Commission - April 16, 2024

Assistant City Clerk Pimentel noted that for Item 4.A, the Planning Commission Meeting Minutes had a typo on Page 5 of the minutes and the corrected minutes have been posted as supplemental materials.

A motion was made by Vice Mayor Becker, seconded by Councilmember Chahal, to note and file the Minutes of: Planning Commission Meeting - June 14, 2023, Planning Commission Meeting - March 6, 2024, Planning Commission Special Meeting - April 17, 2024, and Parks & Recreation Commission - April 16, 2024.

Aye: 6 - Councilmember Watanabe, Councilmember Chahal, Councilmember Park, Councilmember Jain, Vice Mayor Becker, and Mayor Gillmor

Excused: 1 - Councilmember Hardy

4.B 24-468 Action on City Bills and Claims Report for the period April 6, 2024 - May 3, 2024

Recommendation: Approve the list of Bills and Claims for April 6, 2024 - May 3, 2024.

A motion was made by Vice Mayor Becker, seconded by Councilmember Chahal, to approve the list of Bills and Claims for April 6, 2024 - May 3, 2024.

Aye: 6 - Councilmember Watanabe, Councilmember Chahal, Councilmember Park, Councilmember Jain, Vice Mayor Becker, and Mayor Gillmor

Excused: 1 - Councilmember Hardy

4.C 24-369 Action on the Santa Clara Convention Center FY 2023/24 3rd Quarter Financial Status Report

Recommendation: Note and file the Santa Clara Convention Center Financial Status Report for the 3rd Quarter ending March 31, 2024, as submitted by OVG.

A motion was made by Vice Mayor Becker, seconded by Councilmember Chahal, to note and file the Santa Clara Convention Center Financial Status Report for the 3rd Quarter ending March 31, 2024, as submitted by OVG.

Aye: 6 - Councilmember Watanabe, Councilmember Chahal, Councilmember Park, Councilmember Jain, Vice Mayor Becker, and Mayor Gillmor

Excused: 1 - Councilmember Hardy

4.D 24-123 Action on Purchase Orders with Motorola Solutions, Inc. for New Public Safety Communication System Radios, Related System Components, and Associated Accessories

Recommendation: Authorize the City Manager, or designee, to issue purchase orders to Motorola Solutions, Inc. for the purchase of new public safety communication system radios, related system components, and associated accessories and services under the terms and conditions of the June 2020 Communications Equipment and Services Agreement between Motorola and Silicon Valley Regional Interoperability Authority, with a total cumulative maximum compensation of $6,058,983.16 plus a ten percent (10%) contingency ($605,898.32) for a total not to exceed amount of $6,664,881.48 inclusive of applicable taxes over a seven-year period from the date of the initial purchase, subject to the appropriation of funds and the review and approval as to form by the City Attorney.

A motion was made by Vice Mayor Becker, seconded by Councilmember Chahal, to authorize the City Manager, or designee, to issue purchase orders to Motorola Solutions, Inc. for the purchase of new public safety communication system radios, related system components, and associated accessories and services under the terms and conditions of the June 2020 Communications Equipment and Services Agreement between Motorola and Silicon Valley Regional Interoperability Authority, with a total cumulative maximum compensation of $6,058,983.16 plus a ten percent (10%) contingency ($605,898.32) for a total not to exceed amount of $6,664,881.48 inclusive of applicable taxes over a seven-year period from the date of the initial purchase, subject to the appropriation of funds and the review and approval as to form by the City Attorney.

Aye: 6 - Councilmember Watanabe, Councilmember Chahal, Councilmember Park, Councilmember Jain, Vice Mayor Becker, and Mayor Gillmor

Excused: 1 - Councilmember Hardy

4.E 24-1511 Action on Award of Agreement to Tucker Construction, Inc. for Encampment Cleanup Services

Recommendation: 1. Determine the proposed actions are exempt from CEQA pursuant to Sections 15301 (Existing Facilities), 15304 (Minor Alterations to Land), and 15321 (Enforcement Actions by Regulatory Agencies) of Title 14 of California Code of Regulations;
2. Authorize the City Manager to execute an agreement with Tucker Construction, Inc. for homeless encampment cleanup services for an initial one-year term starting on or around July 1, 2024 and ending on or around June 30, 2025, with a not-to-exceed maximum compensation of $110,000, in a final form approved by the City Attorney; and
3. Authorize the City Manager to exercise up to four one-year options to extend the term of the agreement through June 31, 2029 and to approve annual reasonable market price adjustments, subject to the appropriation of funds, in a final form approved by the City Attorney.

A motion was made by Vice Mayor Becker, seconded by Councilmember Chahal, to (1) determine the proposed actions are exempt from CEQA pursuant to Sections 15301 (Existing Facilities), 15304 (Minor Alterations to Land), and 15321 (Enforcement Actions by Regulatory Agencies) of Title 14 of California Code of Regulations; (2) authorize the City Manager to execute an agreement with Tucker Construction, Inc. for homeless encampment cleanup services for an initial one-year term starting on or around July 1, 2024 and ending on or around June 30, 2025, with a not-to-exceed maximum compensation of $110,000, in a final form approved by the City Attorney; and (3) Authorize the City Manager to exercise up to four one-year options to extend the term of the agreement through June 31, 2029 and to approve annual reasonable market price adjustments, subject to the appropriation of funds, in a final form approved by the City Attorney.

Aye: 6 - Councilmember Watanabe, Councilmember Chahal, Councilmember Park, Councilmember Jain, Vice Mayor Becker, and Mayor Gillmor

Excused: 1 - Councilmember Hardy

4.F 24-291 Action on an Agreement with the Santa Clara Valley Transportation Authority for 2016 Measure B Funding of the Bowers Avenue Class IV Bikeway Study and Related Budget Amendment

Recommendation:

1. Approve and authorize the City Manager to execute the funding agreement between the City of Santa Clara and Santa Clara Valley Transportation Authority for the Bowers Avenue Class IV Bikeway Study in final form approved by the City Attorney; and
2. Approve a FY 2023/24 budget amendment in the Streets and Highways Capital Fund to increase the Other Agencies revenue estimate in the amount of $154,000 to recognize Measure B grant funding, decrease the Pedestrian and Bicycle Enhancement Facilities Project in the amount of $146,000, and establish an appropriation for the new Project - Bowers Avenue Class IV Bikeway Study in the amount of $300,000 **(five affirmative Council votes required to appropriate additional revenue)**.

A motion was made by Vice Mayor Becker, seconded by Councilmember Chahal, to (1) approve and authorize the City Manager to execute the funding agreement between the City of Santa Clara and Santa Clara Valley Transportation Authority for the Bowers Avenue Class IV Bikeway Study in final form approved by the City Attorney; and (2) approve a FY 2023/24 budget amendment in the Streets and Highways Capital Fund to increase the Other Agencies revenue estimate in the amount of $154,000 to recognize Measure B grant funding, decrease the Pedestrian and Bicycle Enhancement Facilities Project in the amount of $146,000, and establish an appropriation for the new Project - Bowers Avenue Class IV Bikeway Study in the amount of $300,000.

Aye: 6 - Councilmember Watanabe, Councilmember Chahal, Councilmember Park, Councilmember Jain, Vice Mayor Becker, and Mayor Gillmor

Excused: 1 - Councilmember Hardy

4.G 24-311 Action on an Agreement with CSG Consultants, Inc. for Design Professional Services for Annual Street Pavement Maintenance and Rehabilitation Projects (2025-2027 Projects)

Recommendation:

1. Approve and authorize the City Manager to execute an agreement with CSG Consultants, Inc. for Design Professional Services for the Annual Street Pavement Maintenance and Rehabilitation Projects (2025-2027 Projects) for an initial term ending December 31, 2027 in the amount not-to-exceed $805,373 for services required for annual street pavement maintenance and rehabilitation projects to be constructed in 2025, in a final form approved by the City Attorney;
2. Approve and authorize the City Manager to execute up to two extension options to extend the term and increase the compensation amount of the agreement to provide services for future 2026 and 2027 annual street pavement maintenance and rehabilitation construction contracts, up to a maximum term limit ending December 31, 2029 and up to a total maximum not-to-exceed compensation limit in the amount of $7,000,000, inclusive of the initial term and all extension options, if exercised, subject to budget appropriations;
3. Approve and authorize the City Manager to amend the agreement to add, remove, or modify services and compensation amounts, including adjusting services and compensation amounts between the initial term and extension options or other actions as necessary to provide design services for 2025, 2026, and 2027 annual street pavement maintenance and rehabilitation projects, subject to the maximum term and compensation limits, budget appropriations, and approval as to form by the City Attorney; and
4. Authorize the City Manager to make minor modifications, including time extensions, to the agreement, if needed.

A motion was made by Vice Mayor Becker, seconded by Councilmember Chahal, to (1) approve and authorize the City Manager to execute an agreement with CSG Consultants, Inc. for Design Professional Services for the Annual Street Pavement Maintenance and Rehabilitation Projects (2025-2027 Projects) for an initial term ending December 31, 2027 in the amount not-to-exceed $805,373 for services required for annual street pavement maintenance and rehabilitation projects to be constructed in 2025, in a final form approved by the City Attorney; (2) approve and authorize the City Manager to execute up to two extension options to extend the term and increase the compensation amount of the agreement to provide services for future 2026 and 2027 annual street pavement maintenance and rehabilitation construction contracts, up to a maximum term limit ending December 31, 2029 and up to a total

maximum not-to-exceed compensation limit in the amount of $7,000,000, inclusive of the initial term and all extension options, if exercised, subject to budget appropriations; (3) approve and authorize the City Manager to amend the agreement to add, remove, or modify services and compensation amounts, including adjusting services and compensation amounts between the initial term and extension options or other actions as necessary to provide design services for 2025, 2026, and 2027 annual street pavement maintenance and rehabilitation projects, subject to the maximum term and compensation limits, budget appropriations, and approval as to form by the City Attorney; and (4) authorize the City Manager to make minor modifications, including time extensions, to the agreement, if needed.

Aye: 6 - Councilmember Watanabe, Councilmember Chahal, Councilmember Park, Councilmember Jain, Vice Mayor Becker, and Mayor Gillmor

Excused: 1 - Councilmember Hardy

4.H 24-340 Action on an Agreement for Design Professional Services with BKF Engineers for the Anna Drive Neighborhood Flood Protection Project

Recommendation: 1. Approve and authorize the City Manager to execute an Agreement for Design Professional Services with BKF Engineers for the Anna Drive Neighborhood Flood Protection Project in the not-to-exceed amount of $586,003, in a final form approved by the City Attorney; and
2. Authorize the City Manager to make minor modifications to the Agreement including term extensions, if needed, in a final form approved by the City Attorney.

A motion was made by Vice Mayor Becker, seconded by Councilmember Chahal, to (1) approve and authorize the City Manager to execute an Agreement for Design Professional Services with BKF Engineers for the Anna Drive Neighborhood Flood Protection Project in the not-to-exceed amount of $586,003, in a final form approved by the City Attorney; and (2) authorize the City Manager to make minor modifications to the Agreement including term extensions, if needed, in a final form approved by the City Attorney.

Aye: 6 - Councilmember Watanabe, Councilmember Chahal, Councilmember Park, Councilmember Jain, Vice Mayor Becker, and Mayor Gillmor

Excused: 1 - Councilmember Hardy

4.I 24-352 Action on Agreements with the County of Santa Clara for the Countywide AB 939 Implementation Fee and Countywide Household Hazardous Waste Collection Program

Recommendation:

1. Approve and Authorize the City Manager to execute the Agreement for Countywide AB 939 Implementation Fee to collect and distribute the AB 939 Implementation Fee over the three-year term of the agreement, in a final form approved by the City Attorney;
2. Approve and authorize the City Manager to execute the Agreement for Countywide Household Hazardous Waste Collection Program with the County of Santa Clara to enable residents to participate in the Countywide Household Hazardous Waste Collection Program for a three-year term, in a final form approved by the City Attorney;
3. Authorize the City Manager to execute future amendments to the Agreement for Countywide Household Hazardous Collection Program with the County of Santa Clara to adjust the annual augmentation over the baseline 4 percent participation level, in final forms approved by the City Attorney; and
4. Authorize the City Manager to execute future license agreements with the County of Santa Clara that enable drop-off events to be conducted on the Public Works Corporation Yard premises, in final forms approved by the City Attorney.

A motion was made by Vice Mayor Becker, seconded by Councilmember Chahal, to (1) approve and authorize the City Manager to execute the Agreement for Countywide AB 939 Implementation Fee to collect and distribute the AB 939 Implementation Fee over the three-year term of the agreement, in a final form approved by the City Attorney; (2) approve and authorize the City Manager to execute the Agreement for Countywide Household Hazardous Waste Collection Program with the County of Santa Clara to enable residents to participate in the Countywide Household Hazardous Waste Collection Program for a three-year term, in a final form approved by the City Attorney; (3) authorize the City Manager to execute future amendments to the Agreement for Countywide Household Hazardous Collection Program with the County of Santa Clara to adjust the annual augmentation over the baseline 4 percent participation level, in final forms approved by the City Attorney; and (4) authorize the City Manager to execute future license agreements with the County of Santa Clara that enable drop-off events to be conducted on the Public Works Corporation Yard premises, in final forms approved by the City Attorney.

Aye: 6 - Councilmember Watanabe, Councilmember Chahal, Councilmember Park, Councilmember Jain, Vice Mayor Becker, and Mayor Gillmor

Excused: 1 - Councilmember Hardy

4.J 24-530 Action to Authorize the City Manager to Negotiate and Execute Amendments to Agreements for Environmental Health and Safety Consulting and Training Services with Electrical Safety Consultants, Inc., doing business as ESCI, Inc., and BSI America Professional Services, Inc. to Extend the Term, Increase Maximum Compensation, and Add Additional Services for Silicon Valley Power

Recommendation: 1. Authorize the City Manager to negotiate and execute amendments to the agreements with Electrical Safety Consultants, Inc., doing business as ESCI, Inc. and BSI America Professional Services, Inc. (BSI), to increase the aggregate maximum compensation by $900,000 for a new aggregate maximum compensation of $2,000,000, subject to the review and approval as to form by the City Attorney; and

2. Authorize the City Manager or designee to take any actions as necessary to implement and administer the agreements as amended and negotiate and execute amendments to (a) add or delete services consistent with the scope of services; (b) adjust future rates to account for reasonable changes in labor and materials rates; (c) exercise options to extend the term of the agreements for up to five years in any increment through January 31, 2032; and (d) increase the maximum compensation for an additional $1,000,000 for a total aggregate maximum compensation not to exceed $3,000,000 over a ten-year period for both agreements, subject to the appropriation of funds and the review and approval as to form by the City Attorney.

A motion was made be Vice Mayor Becker, seconded by Councilmember Chahal, to (1) authorize the City Manager to negotiate and execute amendments to the agreements with Electrical Safety Consultants, Inc., doing business as ESCI, Inc. and BSI America Professional Services, Inc. (BSI), to increase the aggregate maximum compensation by $900,000 for a new aggregate maximum compensation of $2,000,000, subject to the review and approval as to form by the City Attorney; and (2) authorize the City Manager or designee to take any actions as necessary to implement and administer the agreements as amended and negotiate and execute amendments to (a) add or delete services consistent with the scope of services; (b) adjust future rates to account for reasonable changes in labor and materials rates; (c) exercise options to extend the term of the agreements for up to five years in any increment through January 31, 2032; and (d) increase the maximum compensation for an additional $1,000,000 for a total aggregate maximum compensation not to exceed $3,000,000 over a ten-year period for both agreements, subject to the appropriation of funds and the review and approval as to form by the City Attorney.

Aye: 6 - Councilmember Watanabe, Councilmember Chahal, Councilmember Park, Councilmember Jain, Vice Mayor Becker, and Mayor Gillmor

Excused: 1 - Councilmember Hardy

4.K 24-355 Action on Amendment No. 1 to the Agreement with TruePoint Solutions, LLC for Professional Services to Support the Accela Civic Platform and Approve the Related Budget Amendments

Recommendation:

1. Authorize the City Manager to negotiate and execute Amendment No. 1 to the Agreement with TruePoint Solutions, LLC for software support services for the Accela Civic Platform permitting system to extend the term by three years through June 30, 2027 and increase the maximum compensation by $1,359,094 for a revised maximum compensation amount of $2,445,094, subject to the appropriation of funds and approval as to form by the City Attorney;
2. Authorize the City Manager to execute future amendments to add and/or delete services and extend the agreement through June 30, 2029, subject to the maximum compensation limit and approval as to form by the City Attorney; and
3. Approve the following FY 2023/24 budget amendments:
    a. In the General Fund, increase the transfer to the Fire Department Capital Fund in the amount of $200,000, increase the transfer to the General Government Capital Fund in the amount of $270,000 and decrease the Technology Fee Reserve in the amount of $470,000 **(five affirmative Council votes required for the use of unused balances)**;
    b. In the Building Development Services Fund, increase the transfer to the General Government Capital Fund in the amount of $880,094 and decrease the unrestricted ending fund balance in the amount of $880,094 **(five affirmative Council votes required for the use of unused balances)**;
    c. In the Fire Department Capital Fund, increase the transfer from the General Fund in the amount of $200,000 and increase the Fire Department Accela Implementation Project in the amount of $200,000 **(five affirmative Council votes required to appropriate additional revenue)**; and
    d. In the General Government Capital Fund, increase the transfer from the General Fund in the amount of $270,000, increase the transfer from the Building Development Services Fund in the amount of $880,094, and increase the Permit Information Systems Project in the amount of $1,150,094 **(five affirmative Council votes required to appropriate additional revenue)**.

A motion was made by Vice Mayor Becker, seconded by Councilmember Chahal, to (1) authorize the City Manager to negotiate and execute Amendment No. 1 to the Agreement with TruePoint Solutions, LLC for software support services for the Accela Civic Platform permitting system to extend the term by three years through June 30, 2027 and increase the maximum

compensation by $1,359,094 for a revised maximum compensation amount of $2,445,094, subject to the appropriation of funds and approval as to form by the City Attorney; (2) authorize the City Manager to execute future amendments to add and/or delete services and extend the agreement through June 30, 2029, subject to the maximum compensation limit and approval as to form by the City Attorney; and (3) approve the following FY 2023/24 budget amendments: [a.] In the General Fund, increase the transfer to the Fire Department Capital Fund in the amount of $200,000, increase the transfer to the General Government Capital Fund in the amount of $270,000 and decrease the Technology Fee Reserve in the amount of $470,000; [b.] In the Building Development Services Fund, increase the transfer to the General Government Capital Fund in the amount of $880,094 and decrease the unrestricted ending fund balance in the amount of $880,094; [c.] In the Fire Department Capital Fund, increase the transfer from the General Fund in the amount of $200,000 and increase the Fire Department Accela Implementation Project in the amount of $200,000; and d. In the General Government Capital Fund, increase the transfer from the General Fund in the amount of $270,000, increase the transfer from the Building Development Services Fund in the amount of $880,094, and increase the Permit Information Systems Project in the amount of $1,150,094.

Aye: 6 - Councilmember Watanabe, Councilmember Chahal, Councilmember Park, Councilmember Jain, Vice Mayor Becker, and Mayor Gillmor

Excused: 1 - Councilmember Hardy

4.L 24-463 Action to Authorize the Use of City Electric Forces for New Dark Fiber Installations at Various Locations

Recommendation:

1. Determine the proposed action is exempt from CEQA pursuant to Section 15303 (Class 3 - New Construction or Conversion of Small Structures) of Title 14 of the California Code of Regulations; and
2. Declare and determine in accordance with Section 1310 of the City Charter that the public works located at 6001 America Center Drive to 3080 Raymond Street, 1100 Space Park Drive to 2972 Stender Way, 3080 Raymond Street to 6201 America Center Drive, 5101 Lafayette Street to 6201 America Center Drive, 5020 Stars and Stripes Drive to 1990 Walsh Avenue, 881 Martin Avenue to 1100 Space Park Drive, and 2905 Stender Way are better performed by the City with its own employees based on the information set forth in this Report to Council and authorize the performance of these public works consistent with this authorization.

Councilmember Chahal recused himself from this item due to his property being within 500 ft. of some of the subject item.

A motion was made by Vice Mayor Becker, seconded by Councilmember Chahal, to (1) determine the proposed action is exempt from CEQA pursuant to Section 15303 (Class 3 - New Construction or Conversion of Small Structures) of Title 14 of the California Code of Regulations; and (2) declare and determine in accordance with Section 1310 of the City Charter that the public works located at 6001 America Center Drive to 3080 Raymond Street, 1100 Space Park Drive to 2972 Stender Way, 3080 Raymond Street to 6201 America Center Drive, 5101 Lafayette Street to 6201 America Center Drive, 5020 Stars and Stripes Drive to 1990 Walsh Avenue, 881 Martin Avenue to 1100 Space Park Drive, and 2905 Stender Way are better performed by the City with its own employees based on the information set forth in this Report to Council and authorize the performance of these public works consistent with this authorization.

Aye: 6 - Councilmember Watanabe, Councilmember Chahal, Councilmember Park, Councilmember Jain, Vice Mayor Becker, and Mayor Gillmor

Excused: 1 - Councilmember Hardy

4.M 24-523 Action on Authorizing the Use of City Electric Forces for Projects Located at Various Locations

Recommendation: 1. Determine the proposed action is exempt from CEQA pursuant to Section 15303 (Class 3 - New Construction or Conversion of Small Structures) of Title 14 of the California Code of Regulations; and
2. Declare and determine in accordance with Section 1310 of the City Charter that the public works located at 2913 Cabrillo Avenue, 2880 Scott Boulevard, and 2950 Patrick Henry Avenue are better performed by the City with its own employees based on the information set forth in this Report to Council and authorize the performance of these public works consistent with this authorization.

A motion was made by Vice Mayor Becker, seconded by Councilmember Chahal, to (1) determine the proposed action is exempt from CEQA pursuant to Section 15303 (Class 3 - New Construction or Conversion of Small Structures) of Title 14 of the California Code of Regulations; and (2) declare and determine in accordance with Section 1310 of the City Charter that the public works located at 2913 Cabrillo Avenue, 2880 Scott Boulevard, and 2950 Patrick Henry Avenue are better performed by the City with its own employees based on the information set forth in this Report to Council and authorize the performance of these public works consistent with this authorization.

Aye: 6 - Councilmember Watanabe, Councilmember Chahal, Councilmember Park, Councilmember Jain, Vice Mayor Becker, and Mayor Gillmor

Excused: 1 - Councilmember Hardy

4.N 24-289 Action on a Resolution Authorizing the Filing of an Application with the Metropolitan Transportation Commission for Allocation of Transportation Development Act Article 3, Pedestrian and Bicycle Project Funding for Fiscal Year 2024/25

Recommendation: Adopt a Resolution Authorizing the Filing of an Application with the Metropolitan Transportation Commission for Allocation of Transportation Development Act Article 3, Pedestrian and Bicycle Project Funding for Fiscal Year 2024/25.

A motion was made by Vice Mayor Becker, seconded by Councilmember Chahal, to adopt Resolution No. 24-9328 authorizing the Filing of an Application with the Metropolitan Transportation Commission for Allocation of Transportation Development Act Article 3, Pedestrian and Bicycle Project Funding for Fiscal Year 2024/25.

Aye: 6 - Councilmember Watanabe, Councilmember Chahal, Councilmember Park, Councilmember Jain, Vice Mayor Becker, and Mayor Gillmor

Excused: 1 - Councilmember Hardy

4.O 24-353 Action on Memorandum of Understanding Among Local Public Agencies in Santa Clara County for Countywide Food Recovery Program

Recommendation: Approve and authorize the City Manager to execute a Memorandum of Understanding Among Local Public Agencies in Santa Clara County for Countywide Food Recovery Program, in a final form approved by the City Attorney.

A motion was made by Vice Mayor Becker, seconded by Councilmember Chahal, to approve and authorize the City Manager to execute a Memorandum of Understanding Among Local Public Agencies in Santa Clara County for Countywide Food Recovery Program, in a final form approved by the City Attorney.

Aye: 6 - Councilmember Watanabe, Councilmember Chahal, Councilmember Park, Councilmember Jain, Vice Mayor Becker, and Mayor Gillmor

Excused: 1 - Councilmember Hardy

4.P 24-571 Authorize the City Manager to execute the 2024-2027 Memorandum of Understanding Between the City of Santa Clara and the Santa Clara Employees' Association (hereafter, "Unit 578"), which incorporates the terms of the Tentative Agreement, and Adoption of a Resolution to Update the Classified Salary Plan for Classifications represented by Unit 578.

Recommendation:

1. Authorize the City Manager to execute the Memorandum of Understanding between the City of Santa Clara and the Santa Clara Santa Clara Employees' Association (Unit 578) with effective dates of January 1, 2024 - December 31, 2027, that incorporates the terms of the Tentative Agreement in a final form approved by the City Attorney; and
2. Adoption of a Resolution to approve the revised salary plan for various classified positions to satisfy the requirements of California Code of Regulations Section 570.5.

City Manager Grogan noted that there was a typo in recommendation 1 - the actual effective date is December 24, 2023.

A motion was made by Vice Mayor Becker, seconded by Councilmember Chahal, to (1) authorize the City Manager to execute the Memorandum of Understanding between the City of Santa Clara and the Santa Clara Santa Clara Employees' Association (Unit 578) with effective dates of December 24, 2023 - December 31, 2027, that incorporates the terms of the Tentative Agreement in a final form approved by the City Attorney; and (2) adopt Resolution No. 24-9329 approving the revised salary plan for various classified positions to satisfy the requirements of California Code of Regulations Section 570.5.

Aye: 6 - Councilmember Watanabe, Councilmember Chahal, Councilmember Park, Councilmember Jain, Vice Mayor Becker, and Mayor Gillmor

Excused: 1 - Councilmember Hardy

4.Q 24-337 Action on a Resolution Revising the Regular Meeting Date for the Parks & Recreation Commission

Recommendation: Adopt a Resolution revising the Parks & Recreation Commission regular meeting date and time to the third Monday of each month at 7 p.m.

A motion was made by Vice Mayor Becker, seconded by Councilmember Chahal, to adopt Resolution No. 24-9330 revising the Parks & Recreation Commission regular meeting date and time to the third Monday of each month at 7 PM.

Aye: 6 - Councilmember Watanabe, Councilmember Chahal, Councilmember Park, Councilmember Jain, Vice Mayor Becker, and Mayor Gillmor

Excused: 1 - Councilmember Hardy

SANTA CLARA STADIUM AUTHORITY BOARD CONSENT CALENDAR

5. 24-485 Action on Stadium Authority Bills and Claims for the Month of March 2024

Recommendation: Approve the list of Stadium Authority Bills and Claims for March 2024.

A motion was made by Vice Chair Becker, seconded by Boardmember Chahal, to approve the list of Stadium Authority Bills and Claims for March 2024.

Aye: 6 - Boardmember Watanabe, Boardmember Chahal, Boardmember Park, Boardmember Jain, Vice Chair Becker, and Chair Gillmor

Excused: 1 - Boardmember Hardy

PUBLIC PRESENTATIONS

None.

CONSENT ITEMS PULLED FOR DISCUSSION

None.

PUBLIC HEARING/GENERAL BUSINESS (COUNCIL/STADIUM)

6. 24-591 Action on an Initial Grant Funding Agreement with Forty Niners SC Stadium Company LLC to Provide $200,000 Annually in Grant Funding for an Initial Three Years to the Santa Clara Community and Santa Clara Organizations and Approve the Related Budget Amendments (DEFERRED FROM MAY 28, 2024)

Recommendation:

1. Authorize the City Manager to enter into an Initial Grant Funding Agreement with Forty Niners SC Stadium Company LLC (StadCo) to provide for 1) the distribution of $200,000 annually over three years (Years 1-3) to non-profit organizations and community projects serving the Santa Clara community, as further described in the report and agreement, and 2) a process to develop a program, to be formalized through subsequent funding agreement(s) with StadCo, for the remaining grant distribution, in the amount of $200,000 annually for the subsequent years during StadCo's 20-year commitment term, in a final form approved by the City Attorney; and
2. Approve the FY 2023/24 budget amendments in the General Fund to recognize other revenue in the amount of $200,000 and increase the Non-Departmental Community Grants Program allocation in the amount of $200,000 **(five affirmative Council votes required to appropriate additional revenue)**.

City Manager Grogan introduced the item and provided opening remarks. **Assistant City Manager Baker** gave a Powerpoint Presentation on the Initial Grant Funding Agreement with Forty Niners SC Stadium Company LLC.

Council questions followed.

Assistant City Manager Baker, **City Manager Grogan** and **City Attorney Googins** addressed **Council** questions and concerns.

Public Comment: Vikas Gupta
Pilar Furlong
Amanda Pease

Council comments followed .

A motion was made by Vice Mayor Becker, seconded by Councilmember Chahal, to (1) authorize the City Manager to enter into an Initial Grant Funding Agreement with Forty Niners SC Stadium Company LLC (StadCo) to provide for 1) the distribution of $200,000 annually over three years (Years 1-3) to non-profit organizations and community projects serving the Santa Clara community, as further described in the report and agreement, and 2) a process to develop a program, to be formalized through

subsequent funding agreement(s) with StadCo, for the remaining grant distribution, in the amount of $200,000 annually for the subsequent years during StadCo's 20-year commitment term, in a final form approved by the City Attorney; and (2) approve the FY 2023/24 budget amendments in the General Fund to recognize other revenue in the amount of $200,000 and increase the Non-Departmental Community Grants Program allocation in the amount of $200,000

Aye: 6 - Councilmember Watanabe, Councilmember Chahal, Councilmember Park, Councilmember Jain, Vice Mayor Becker, and Mayor Gillmor

Excused: 1 - Councilmember Hardy

7. 24-1598 Public Hearing: Action on a Resolution Setting Rates for Overall Solid Waste Service and Annual Clean-up Campaign in the Exclusive Franchise Area

Recommendation: Alternative 1: Adopt a Resolution setting the overall rates to be charged to rate payers for the collection and disposal of garbage, refuse, yard trimmings, recycling, and annual Clean-up Campaign in the exclusive franchise area, effective for the utility bills issued for services rendered on and after July 1, 2024.

Mayor Gillmor opened the Public Hearing.

City Manager Grogan introduced the agenda item and provided opening remarks. **Deputy Director of Public Works Staub** gave a Powerpoint Presentation on the Adoption of a Resolution Setting Rates for Overall Solid Waste Services and Annual Clean-up Campaign in the Exclusive Franchise Area.

Council questions followed.

Deputy Director of Public Works Staub addressed **Council** questions and concerns.

There were no public comments.

A motion was made by Vice Mayor Becker, seconded by Councilmember Chahal, to close the Public Hearing.

Aye: 6 - Councilmember Watanabe, Councilmember Chahal, Councilmember Park, Councilmember Jain, Vice Mayor Becker, and Mayor Gillmor

Excused: 1 - Councilmember Hardy

Assistant City Clerk Pimentel noted that at the conclusion of the Public Hearing, the City of Santa Clara received 19 written protests to the proposed rate increase for solid waste services and in addition to the 0 verbal protests during the Public Hearing. The number of the protests received does not equate to the majority of the parcel owners that are subject to the fee, therefore there is insufficient number of protests that constitutes a majority of protests under Proposition 218 and the Council may proceed with considering the rate increase.

Councilmember Chahal presented a Powerpoint Presentation.

Council deliberation continued.

Director of Public Works Mobeck addressed **Council** questions and comments.

A motion was made by Councilmember Jain, seconded by Councilmember Watanabe, to adopt Resolution No. 24-9331 setting the overall rates to be charged to rate payers for the collection and disposal of garbage, refuse, yard trimmings, recycling, and annual Clean-up Campaign in the exclusive franchise area, effective for the utility bills issued for services rendered on and after July 1, 2024.

Aye: 4 - Councilmember Watanabe, Councilmember Jain, Vice Mayor Becker, and Mayor Gillmor

Nay: 2 - Councilmember Chahal, and Councilmember Park

Excused: 1 - Councilmember Hardy

8. 24-74 Public Hearing: Adoption of a Resolution Approving the Levy of Benefit Assessment Upon Maintenance District No. 183 - Santa Clara Convention Center Complex

Recommendation: Alternative 1: Adopt a resolution approving the levy of benefit assessment upon the Santa Clara Convention Center Complex - Maintenance District No. 183, and approving, confirming, and adopting the Director's Report for FY 2024/25.

Mayor Gillmor opened the Public Hearing.

Director of Public Works Mobeck provided a verbal report regarding the adoption of a Resolution Approving the Levy of Benefit Assessment Upon Maintenance District No. 183 - Santa Clara Convention Center Complex.

Council questions followed.

City Manager Grogan addressed **Council** questions.

There were no public comments.

A motion was made by Vice Mayor Becker, seconded by Councilmember Chahal, to close the Public Hearing.

Aye: 6 - Councilmember Watanabe, Councilmember Chahal, Councilmember Park, Councilmember Jain, Vice Mayor Becker, and Mayor Gillmor

Excused: 1 - Councilmember Hardy

A motion was made by Councilmember Watanabe, seconded by Councilmember Chahal, to approve Alternative 1: adoption of a Resolution 24-9332 approving the levy of benefit assessment upon the Santa Clara Convention Center Complex - Maintenance District No. 183, and approving, confirming, and adopting the Director's Report for FY 2024/25.

Aye: 6 - Councilmember Watanabe, Councilmember Chahal, Councilmember Park, Councilmember Jain, Vice Mayor Becker, and Mayor Gillmor

Excused: 1 - Councilmember Hardy

9. 24-1602 Public Hearing: Action on a Resolution Approving the Levy of Benefit Assessment upon the City of Santa Clara Parking Maintenance District No. 122 - Franklin Square

Recommendation: Alternative 1: Adopt a Resolution approving the levy of benefit assessment upon the City of Santa Clara Parking Maintenance District No. 122 and approving, confirming, and adopting the Director's Report for FY 2024/25.

Mayor Gillmor recused from this item due to owning property at the Franklin Square Mall. **Mayor Gillmor** left the dais at 11:28 PM and will not be returning to the meeting.

Vice Mayor Becker presided over this item and the remainder of the meeting

Vice Mayor Becker opened the Public Hearing.

A motion was made by Councilmember Jain, seconded by Councilmember Chahal, to close the Public Hearing.

Aye: 5 - Councilmember Watanabe, Councilmember Chahal, Councilmember Park, Councilmember Jain, and Vice Mayor Becker

Excused: 1 - Councilmember Hardy

Recused: 1 - Mayor Gillmor

Director of Public Works Mobeck provided a verbal report on a Resolution Approving the Levy of Benefit Assessment upon the City of Santa Clara Parking Maintenance District No. 122 - Franklin Square

Council questions followed.

Director of Public Works Mobeck addressed **Council** questions.

There were no public comments.

Council deliberation continued.

Director of Public Works Mobeck, **City Manager Grogan** and **City Attorney Googins** addressed **Council** questions.

A motion was made by Councilmember Jain, seconded by Vice Mayor Becker, to reject the levy of benefit assessment upon the City of Santa Clara parking maintenance district No. 122 - Franklin Square and approving, confirming and adopting the Director's Report.

Aye: 4 - Councilmember Chahal, Councilmember Park, Councilmember Jain, and Vice Mayor Becker

Nay: 1 - Councilmember Watanabe

Excused: 1 - Councilmember Hardy

Recused: 1 - Mayor Gillmor

REPORTS OF MEMBERS, SPECIAL COMMITTEES AND COUNCILMEMBER REQUESTS 030

Councilmember Chahal noted that he attended the Sister Cities International All Americas Summit in San Antonio and highlights the various discussion topics.

Councilmember Park reported on his attendance at Safety Patrol Recognitions and Santa Clara Sister Cities Association are sending six students to Japan.

Vice Mayor Becker reported on his attendance at the Stevens Creek Corridor Committee, the next meeting will be in September and encouraged residents to provide input on the Stevens Creek Visions. **Vice Mayor Becker** also noted the Annual Spring Clean-up Campaign and encouraged residents to up-cycling. He observed that there were changes and expressed gratitude for City staff for the Clean-up.

CITY MANAGER/EXECUTIVE DIRECTOR REPORT

None.

ADJOURNMENT

A motion was made by Council/Boardmember Chahal, seconded by Council/Boardmember Jain, to adjourn the meeting at 12:28 AM.

Aye: 5 - Council/Boardmember Watanabe, Council/Boardmember Chahal, Council/Boardmember Park, Council/Boardmember Jain, and Vice Mayor/Chair Becker

Excused: 1 - Council/Boardmember Hardy

Absent: 1 - Mayor/Chair Gillmor

The next regular scheduled meeting is on Tuesday, June 25, 2024 in the City Hall Council Chambers.

MEETING DISCLOSURES

The time limit within which to commence any lawsuit or legal challenge to any quasi-adjudicative decision made by the City is governed by Section 1094.6 of the Code of Civil Procedure, unless a shorter limitation period is specified by any other provision. Under Section 1094.6, any lawsuit or legal challenge to any quasi-adjudicative decision made by the City must be filed no later than the 90th day following the date on which such decision becomes final. Any lawsuit or legal challenge, which is not filed within that 90-day period, will be barred. If a person wishes to challenge the nature of the above section in court, they may be limited to raising only those issues they or someone else raised at the meeting described in this notice, or in written correspondence delivered to the City of Santa Clara, at or prior to the meeting. In addition, judicial challenge may be limited or barred where the interested party has not sought and exhausted all available administrative remedies.

STREAMING SERVICES: As always, the public may view the meetings on SantaClaraCA.gov, Santa Clara City Television (Comcast cable channel 15 or AT&T U-verse channel 99), or the livestream on the City's YouTube channel or Facebook page.

Note: The public cannot participate in the meeting through these livestreaming methods; livestreaming capabilities may be disrupted at times, viewers may always view and participate in meetings in-person and via Zoom as noted on the agenda.

AB23 ANNOUNCEMENT: Members of the Santa Clara Stadium Authority, Sports and Open Space Authority and Housing Authority are entitled to receive $30 for each attended meeting.

Note: The City Council and its associated Authorities meet as separate agencies but in a concurrent manner. Actions taken should be considered actions of only the identified policy body.

LEGEND: City Council (CC); Stadium Authority (SA); Sports and Open Space Authority (SOSA); Housing Authority (HA); Successor Agency to the City of Santa Clara Redevelopment Agency (SARDA); Bayshore North Project Enhancement Authority (BNPEA); Public Facilities Financing Corporation (PFFC)

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email clerk@santaclaraca.gov <mailto:clerk@santaclaraca.gov> or at the public information desk at any City of Santa Clara public library.

If a member of the public submits a speaker card for any agenda items, their name will appear in the Minutes. If no speaker card is submitted, the Minutes will reflect "Public Speaker."

In accordance with the requirements of Title II of the Americans with Disabilities Act of 1990 ("ADA"), the City of Santa Clara will not discriminate against qualified individuals with disabilities on the basis of disability in its services, programs, or activities, and will ensure that all existing facilities will be made accessible to the maximum extent feasible. The City of Santa Clara will generally, upon request, provide appropriate aids and services leading to effective communication for qualified persons with disabilities including those with speech, hearing, or vision impairments so they can participate equally in the City's programs, services, and activities. The City of Santa Clara will make all reasonable modifications to policies and programs to ensure that people with disabilities have an equal opportunity to enjoy all of its programs, services, and activities.

Agendas and other written materials distributed during a public meeting that are public record will be made available by the City in an appropriate alternative format. Contact the City Clerk's Office at 1 408-615-2220 with your request for an alternative format copy of the agenda or other written materials.

Individuals who require an auxiliary aid or service for effective communication, or any other disability-related modification of policies or procedures, or other accommodation, in order to participate in a program, service, or activity of the City of Santa Clara, should contact the City's ADA Coordinator at 408-615-3000 as soon as possible but no later than 48 hours before the scheduled event.

24-17 Agenda Date: 9/24/2024

REPORT TO COUNCIL

SUBJECT
Board, Commissions and Committee Minutes

COUNCIL PILLAR
Enhance Community Engagement and Transparency

RECOMMENDATION
Note and file the Minutes of:
Planning Commission - August 21, 2024
Historical and Landmarks Commission - May 2, 2024
Board of Library Trustees - August 5, 2024
Board of Library Trustees - August 19, 2024

City of Santa Clara

Meeting Minutes

Planning Commission

08/21/2024 **6:00 PM**

Hybrid Meeting
City Hall Council
Chambers/Virtual
1500 Warburton Avenue
Santa Clara, CA 95050

Commissioner Biagini will be participating remotely from the following location:
1215 Daisy Court
Holly Ridge, NC 28445

The City of Santa Clara is conducting Planning Commission meetings in a hybrid manner (in-person and continues to have methods for the public to participate remotely).

• Via Zoom:
o https://santaclaraca.zoom.us/j/91729202898 Webinar ID: 917 2920 2898 or
o Phone: 1(669) 900-6833
• Via the City's eComment

The public may view the meetings on SantaClaraCA.gov, Santa Clara City Television (Comcast cable channel 15 or AT&T U-verse channel 99), or the livestream on the City's YouTube channel or Facebook page.

Public Comments prior to meeting may be submitted via email to PlanningPublicComment@SantaClaraCA.gov no later than noon on the day of the meeting;
(Comments received after 12:00 PM on the day of the meeting will be made part of the public record but will not be read out loud during the meeting) and also before and during the meeting via eComment. Clearly indicate the project address, meeting body, and meeting date in the email.

Agendas, Staff Reports and associated documents for Planning Commission items may be viewed on the City's website at https://santaclara.legistar.com/Calendar.aspx

6:00 PM REGULAR MEETING

Call to Order

Chair Saleme called the meeting to order at 6:02 pm

Pledge of Allegiance and Statement of Values

Secretary Crutchlow read the Statement of Values.

Roll Call

Present 5 - Yashraj Bhatnagar, Priya Cherukuru, Commissioner Mario Bouza, Commissioner Lance Saleme, and Commissioner Eric Crutchlow

Absent 2 - Commissioner Nancy A. Biagini, and Commissioner Qian Huang

A motion was made by Commissioner Bouza, seconded by Commissioner Cherukuru to excuse Commissioners Biagini and Huang's absence.

Aye: 5 - Bhatnagar, Cherukuru, Commissioner Bouza, Commissioner Saleme, and Commissioner Crutchlow

Excused: 2 - Commissioner Biagini, and Commissioner Huang

DECLARATION OF COMMISSION PROCEDURES

Secretary Crutchlow read the Declaration of Procedures.

CONTINUANCES/EXCEPTIONS

1. 24-813 Continuance of an Appeal (PLN24-00356) of the Architectural Review Approval of Single-story Addition at 1485 Bellomy Street

Recommendation: Staff recommends that the Planning Commission open the public hearing on this item and then immediately continue the appeal hearing to September 11, 2024.

A motion was made by Commissioner Cherukuru, seconded by Commissioner Bouza to approve staff recommendation.

Aye: 5 - Bhatnagar, Cherukuru, Commissioner Bouza, Commissioner Saleme, and Commissioner Crutchlow

Absent: 2 - Commissioner Biagini, and Commissioner Huang

CONSENT CALENDAR

A motion was made by Commissioner Cherukuru, seconded by Commissioner Bouza to approve all items on the consent calendar

Aye: 5 - V Bhatnagar, Cherukuru, Commissioner Bouza, Commissioner Saleme, and Commissioner Crutchlow

Excused: 2 - Commissioner Biagini, and Commissioner Huang

1.A 24-802 Planning Commission Meeting Minutes of June 12, 2024

Recommendation: Approve the Planning Commission Meeting Minutes of the June 12, 2024 Meeting

1.B 24-812 Planning Commission Meeting Minutes of July 13, 2023

Recommendation: Approve the Planning Commission Meeting Minutes of the July 13, 2023 Meeting

1.C 24-615 Planning Commission 2025 Calendar of Meetings

Recommendation: Approve the Planning Commission 2025 Calendar of Meetings.

PUBLIC PRESENTATIONS

None.

PUBLIC HEARING

5. 24-325 PUBLIC HEARING: Action on Conditional Use Permit (PLN23-00148) for a New Unmanned AT&T Telecommunication Facility with the Installation of a 60-Foot-Tall Monotree at 3111 Benton Street

Recommendation:

1. Determine that the project is categorically exempt from formal environmental review per Section 15303(d), New Construction of Utility Extensions, of the CEQA Guidelines; and
2. Adopt a Resolution to approve a Conditional Use Permit for a new unmanned AT&T wireless telecommunication facility with the installation of a 60-foot-tall monotree at 3111 Benton Street, subject to findings and conditions of approval.

Chair Saleme moved Item 5 to be the first item heard under Public Hearings.

Associate Planner Tiffany Vien provided the staff presentation.

Commissioners inquired on health standards, radio frequency, the proposed location of the monotree, diesel emissions, a collapse impact report and other concerns. **Staff** notified the Commission that notices had been sent to all properties within 500 feet of the project.

Applicant Steve Proo provided a presentation.

Public Speakers:
Lee
Public Speaker
Dennis Demares

Applicant Steve Proo requested a continuance of the item to the September 11, 2024 meeting to allow time to conduct further research and more outreach to surrounding neighbors for input.

A motion was made by Commissioner Bouza, seconded by Commissioner Crutchlow to continue this item to the September 11, 2024 Planning Commission meeting.

Aye: 5 - Bhatnagar, Cherukuru, Commissioner Bouza, Commissioner Saleme, and Commissioner Crutchlow

Excused: 2 - Commissioner Biagini, and Commissioner Huang

2. 24-1205 Public Hearing: Action on a Conditional Use Permit (PLN2018-13109), Mitigated Declaration, and Mitigation Monitoring and Reporting Program for the Existing Muslim Community Association (MCA) School Expansion at 3080 Alfred Street and 3003 Scott Boulevard.

Recommendation:

1. Adopt a Resolution to adopt the Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program for the Muslim Community Association School Expansion; and
2. Adopt a Resolution approving the Conditional Use Permit to allow an expansion of the Muslim Community Association School at 3003 Scott Boulevard and 3080 Alfred Street, subject to conditions.

Senior Planner Steve Le provided the staff presentation.

Applicant Amin Adil Qazi provided a presentation.

Commissioners inquired upon parking and drop off requirements, seismic requirements and other items. **Assistant City Attorney Alexendar Abbe** provided clarification on off site parking agreements.

A motion was made by Commissioner Crutchlow, seconded by Commissioner Cherukuru to close public hearing.

Aye: 5 - Bhatnagar, Cherukuru, Commissioner Bouza, Commissioner Saleme, and Commissioner Crutchlow

Excused: 2 - Commissioner Biagini, and Commissioner Huang

A motion was made by Commissioner Cherukuru, seconded by Commissioner Bouza to approve Staff Recommendation 1.

Aye: 5 - Bhatnagar, Cherukuru, Commissioner Bouza, Commissioner Saleme, and Commissioner Crutchlow

Excused: 2 - Commissioner Biagini, and Commissioner Huang

A motion was made by Commissioner Cherukuru, seconded by Commssioiner Bouza to approve Staff Recommendation 2

Aye: 5 - Bhatnagar, Cherukuru, Commissioner Bouza, Commissioner Saleme, and Commissioner Crutchlow

Excused: 2 - Commissioner Biagini, and Commissioner Huang

3. 24-744 Public Hearing: Action to Modify an Existing Conditional Use Permit (PLN24-00260) to Allow a Rhythmic Gymnastics Use in an Approved Personal Fitness Facility in the Light Industrial Zoning District at 2342 Walsh Ave.

Recommendation:

1. **Determine** the project to be categorically exempt from the California Environmental Quality Act (CEQA) formal pursuant to CEQA Guidelines Section 15301(e)(1) (Class 1 - "Existing Facilities"); and
2. **Adopt** a Resolution to approve a modified Conditional Use Permit to allow rhythmic gymnastics in addition to an existing personal fitness facility at 2342 Walsh Avenue, subject to findings and conditions of approval.

Meeting went into Recess at 7:48 pm and reconvened at 7:56 pm.

Associate Planner Daniel Sobczak provided the staff presentation.

Applicant provided information on the project.

Applicant Olga Kofman spoke and thanked the Commission for approving the project.

A motion was made by Commissioner Crutchlow, seconded by Commissioner Bhatnagar to close public hearing.

Aye: 5 - Bhatnagar, Cherukuru, Commissioner Bouza, Commissioner Saleme, and Commissioner Crutchlow

Excused: 2 - Commissioner Biagini, and Commissioner Huang

A motion was made by Commissioner Crutchlow, seconded by Commissioner Saleme to approve Staff Recommendation 1

Aye: 5 - Bhatnagar, Cherukuru, Commissioner Bouza, Commissioner Saleme, and Commissioner Crutchlow

Excused: 2 - Commissioner Biagini, and Commissioner Huang

A motion was made by Commissioner Crutchlow, seconded by Chair Saleme to approve Staff Recommendation 2.

Aye: 5 - Bhatnagar, Cherukuru, Commissioner Bouza, Commissioner Saleme, and Commissioner Crutchlow

Excused: 2 - Commissioner Biagini, and Commissioner Huang

4. 24-747 Public Hearing: Action on a Variance (PLN24-00217) to Expand into the Front Setback by 6'-6" to Create Additional Living Space for a Residence Located at 1296 Chapel Drive

Recommendation:

1. Adopt a Resolution to deny a Variance to expand into the front setback by 6'-6" to create additional living space for a residence located at 1296 Chapel Drive

Associate Planner Daniel Sobczak provided the staff presentation.

Applicant Rohit George John provide a presentation.

Commissioners reviewed all aspects of the lot and possible alternatives to the proposed variance and found there were special circumstances to approve the variance.

A motion was made by Commissioner Bhatnagar, seconded by Commissioner Crutchlow to close public hearing.

Aye: 5 - Bhatnagar, Cherukuru, Commissioner Bouza, Commissioner Saleme, and Commissioner Crutchlow

Excused: 2 - Commissioner Biagini, and Commissioner Huang

A motion was made by Commissioner Crutchlow, seconded by Commissioner Cherukuru to approve the resolution to approve the variance and to direct staff to bring back the resolution at the next meeting with the findings discussed to support the approval.

Aye: 4 - Bhatnagar, Cherukuru, Commissioner Saleme, and Commissioner Crutchlow

Nay: 1 - Commissioner Bouza

Excused: 2 - Commissioner Biagini, and Commissioner Huang

A motion was made by Commissioner Crutchlow, seconded by Commissioner Cherukuru to determne the project is categoricaalyy exempt form CEQA 15301 Class 1 for Existing Facilities.

Aye: 4 - Bhatnagar, Cherukuru, Commissioner Saleme, and Commissioner Crutchlow

Nay: 1 - Commissioner Bouza

Excused: 2 - Commissioner Biagini, and Commissioner Huang

REPORTS OF COMMISSION/BOARD LIAISON AND COMMITTEE:

1. Announcements/Other Items

2. Commissioner Travel and Training Reports, Requests to attend Trainings

Staff Aide II Elizabeth Elliott provided and presented a yearly calendar of upcoming conferences that the Planning Commission typically attends.

A motion was made by Commissioner Cherukuru, seconded by Commissioner Crutchlow to retroactively approve funds be expended for registration fees and up toa total amount of $2290 for Commissioner Huang to attend at the California APA Conference September 28 - October 1, 2024 in Riverside, CA.

Aye: 5 - Bhatnagar, Cherukuru, Commissioner Bouza, Commissioner Saleme, and Commissioner Crutchlow

Absent: 2 - Commissioner Biagini, and Commissioner Huang

Retroactive Vote to Expend Funds for Commissioner Huang to Attend APA Calfiornia Conference in Riverside, CA, September 28- October 1, 2024.

DIRECTOR OF COMMUNITY DEVELOPMENT REPORTS:

1. Planning Commission Budget Update

Staff Aide II Elizabeth Elliott provided updates.

2. Upcoming Agenda Items

Planning Manager Lesley Xavier provided updates.

3. City Council Actions

ADJOURNMENT:

Chair Saleme adjourned the meeting at 9:07 pm.

Aye: 5 - Bhatnagar, Cherukuru, Commissioner Bouza, Commissioner Saleme, and Commissioner Crutchlow

Excused: 2 - Commissioner Biagini, and Commissioner Huang

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STREAMING SERVICES: As always, the public may view the meetings on SantaClaraCA.gov, Santa Clara City Television (Comcast cable channel 15 or AT&T U-verse channel 99), or the livestream on the City's YouTube channel or Facebook page.

Note: The public cannot participate in the meeting through these livestreaming methods; livestreaming capabilities may be disrupted at times, viewers may always view and participate in meetings in-person and via Zoom as noted on the agenda.

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City of Santa Clara

Meeting Minutes

Historical & Landmarks Commission

05/02/2024 **6:00 PM**

Hybrid Meeting
City Hall Council
Chambers/Virtual
1500 Warburton Avenue
Santa Clara, CA 95050

The City of Santa Clara is conducting the Historical and Landmarks Commission meeting in a hybrid manner (in-person and methods for the public to participate remotely)

• Via Zoom:
o https://santaclaraca.zoom.us/j/97233262035 or
o Phone: 1 (669) 900-6833
Webinar ID: 972 3326 2035

Public Comments prior to meeting may be submitted via email to PlanningPublicComment@santaclaraca.gov no later than noon on the day of the meeting. Clearly indicate the project address, meeting body, and meeting date in the email.

PUBLIC PARTICIPATION IN ZOOM WEBINAR:
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CALL TO ORDER AND ROLL CALL

Chair Vargas-Smith called the meeting to order at 6:02 pm

Present 5 - Commissioner Michael Celso , Commissioner Patricia Leung, Vice Chair Kathleen Romano, Commissioner Ed Stocks, and Chair Ana Vargas-Smith

Absent 2 - Commissioner Amy Kirby, and Commissioner Yvonne Inciarte

A motion was made by Commissioner Leung, seconded by Commissioner Romano to excuse Commissioner Kirby and Commissioner Inciarte.

Aye: 5 - Commissioner Celso, Commissioner Leung, Vice Chair Romano, Commissioner Stocks, and Chair Vargas-Smith

Excused: 2 - Commissioner Kirby, and Commissioner Inciarte

CONSENT CALENDAR

1. 24-454 Historical and Landmarks Commission Meeting Minutes of April 4, 2024

Recommendation: Approve the Historical and Landmarks Commission Meeting Minutes of the April 4, 2024 Meeting.

A motion was made by Commissioner Leung, seconded by Commissioner Stocks to approve Staff Recommendation.

Aye: 4 - Commissioner Celso, Commissioner Leung, Commissioner Stocks, and Chair Vargas-Smith

Excused: 2 - Commissioner Kirby, and Commissioner Inciarte

Abstained: 1 - Vice Chair Romano

PUBLIC PRESENTATIONS

None.

GENERAL BUSINESS

2. 24-370 PUBLIC HEARING: Consideration of a Significant Property Alteration Permit (PLN24-00062) for a 266 Square-Foot Addition to a Historic Resource Inventory Property at 1176 Lincoln Street

Recommendation: Staff recommends that the Historical and Landmarks Commission recommend approval of the Significant Property Alteration (SPA) Permit to the Director of Community Development for the proposed addition to the historic resource, subject to conditions of approval.

Associate Planner Tiffany Vien presented the item and answered questions from the Commissioners.

Public Speakers:
Homeowner Anthony Carnesecca
Architect Ramin Zahoor

A motion was made by Commissioner Stocks, seconded by Commissioner Leung to close public hearing.

Aye: 5 - Commissioner Celso, Commissioner Leung, Vice Chair Romano, Commissioner Stocks, and Chair Vargas-Smith

Excused: 2 - Commissioner Kirby, and Commissioner Inciarte

A motion was made by Commissioner Stocks, seconded by Commissioner Leung to approve staff recommendation and also a recommendation to salvage the window removed for future use.

Aye: 5 - Commissioner Celso, Commissioner Leung, Vice Chair Romano, Commissioner Stocks, and Chair Vargas-Smith

Excused: 2 - Commissioner Kirby, and Commissioner Inciarte

4. 24-373 HLC Workplan Fiscal Year 2024/2025

Recommendation: There is no staff recommendation.

A motion was made by Commissioner Romano, seconded by Commissioner Celso to close public hearing.

Aye: 5 - Commissioner Celso, Commissioner Leung, Vice Chair Romano, Commissioner Stocks, and Chair Vargas-Smith

Excused: 2 - Commissioner Kirby, and Commissioner Inciarte

A motion was made by Commissioner Romano, seconded by Commissioner Celso to have a workplan on the Agenda every month for discussion and preparing a draft to present to the Council.

Aye: 5 - Commissioner Celso, Commissioner Leung, Vice Chair Romano, Commissioner Stocks, and Chair Vargas-Smith

Absent: 2 - Commissioner Kirby, and Commissioner Inciarte

3. 24-385 Update on 2024 Mills Act Audit

Associate Planner Tiffany Vien presented the item and answered questions by the Commissioners.

STAFF REPORT

1. Berryessa Adobe Maintenance

2. May 28, 2024 Council Meeting - Special Order of Business May Preservation Month

Staff provided updates.

3. Budget Update

Staff provided updates.

TRAVEL AND TRAINING REQUESTS

1. Update on California Preservation Foundation Annual Conference, May 29 - June 1, 2024

No updates.

COMMISSIONERS REPORT

Subcommittee Reporting - 20 minutes

Commissioners provided updates on various items, meetings, and groups that they are involved with.

Board/Committee	Lead/Alternate
Santa Clara Arts and Historic Consortium	Vargas-Smith / Romano
Historic Preservation Society of Santa Clara	Vargas-Smith / Leung
Old Quad Residents Association	Leung
Development Review Hearing	Romano /Vargas-Smith
BART/ High Speed Rail/ VTA BRT Committee	Vargas-Smith/ Leung
El Camino Real Specific Plan Community Advisory Committee	Leung
Downtown Precise Plan	Vargas-Smith/Stocks
Santa Clara Station Area Task Force	Leung/Stocks
Park Court Neighborhood	

Banner Program - update from Chair Vargas-Smith

Commissioners reported on assignments.

ADJOURNMENT

The meeting adjourned at 8:10 p.m.

Motion to adjourn was made by Commissioner Leung, seconded by Commissioner Stocks.

Aye: 5 - Commissioner Celso, Commissioner Leung, Vice Chair Romano, Commissioner Stocks, and Chair Vargas-Smith

Excused: 2 - Commissioner Kirby, and Commissioner Inciarte

The next regular scheduled meeting is June 6, 2024

MEETING DISCLOSURES

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Board Approved

City of Santa Clara

Meeting Minutes

Board of Library Trustees

08/05/2024	**6:00 PM**	**Hybrid Meeting, Edinger Room Central Park Library, 2635 Homestead Rd, Santa Clara, CA 95051**

The City of Santa Clara is conducting the Board of Library Trustees meeting in a hybrid manner (in-person and continues to have methods for the public to participate remotely).

- Via Zoom:
  - https://santaclaraca-gov.zoom.us/j/85864257230

    Meeting ID: 858 6425 7230 or

  - Phone: 1(669) 900-6833

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CALL TO ORDER AND ROLL CALL

Patty Wong, City Librarian and ex-officio member of the Board called the meeting to order at 6:05 PM.

A motion was made by Trustee Tryforos, seconded by Trustee Huynh, to appoint Trustee Ricossa as Chair Pro Tem due to the absence of Chair Evans and the vacancy in the office of Vice-Chair.

Aye: 4 - Trustee Huynh, Trustee Mohammed, Trustee Ricossa, and Trustee Tryforos

A motion was made by Trustee Huynh, seconded by Trustee Mohammed, to approve the excused absence of Chair Evans due to being out of town.

Aye: 4 - Trustee Huynh, Trustee Mohammed, Trustee Ricossa, and Trustee Tryforos

Excused: 1 - Chair Evans

CONSENT CALENDAR

1 24-698 Action on the Board of Library Trustees Meeting Minutes of June 3, 2024

Recommendation: Approve the Board of Library Trustees Meeting Minutes of June 3, 2024

A motion was made by Trustee Tryforos, seconded by Trustee Huynh to approve Staff Recommendation.

Aye: 4 - Trustee Huynh, Trustee Mohammed, Trustee Ricossa, and Trustee Tryforos

Excused: 1 - Chair Evans

PUBLIC PRESENTATIONS

JoAnn Davis, Executive Director of the Santa Clara City Library Foundation, welcomed the new members of the **Board of Library Trustees, Trustee Huynh** and **Trustee Mohammed**. She was joined by **Nancy Toledo, Vice President of the Santa Clara City Library Foundation**, and by **Sue Rose, President of the Friends of Santa Clara City Library**. The **Board** was updated on upcoming book sales, including the popular bag sale on Saturday, August 17 from 10:00 AM to 4:00 PM at **Central Park Library**. Prices will be $5 for a standard paper grocery bag full of books. The **Foundation and Friends** support to supply donated books for the **Santa Clara Fire Department's** little free libraries was shared. The **Board** was reminded of the **Northside Branch Library's** 10th Birthday Party Celebration on Saturday, August 10 from 10:30 AM to 2:00 PM, with festivities for the whole community.

GENERAL BUSINESS

24-699 Introduce New Board of Library Trustees

Recommendation: Staff makes no recommendation.

With the **Board of Library Trustees** on recess during the month of July, the August 5, 2024 regular board meeting was the first opportunity to formally introduce the two incoming members of the Board of Library Trustees, **Trustee Huynh** and **Trustee Mohammed.** All attending **Trustees** welcomed the new members of the **Board** and shared brief introductions and their backgrounds.

24-700 Action on Selection of Board of Library Trustees Chair and Vice Chair for FY 2024/25

Recommendation: Nominate candidates for the position of Chair and Vice-Chair for FY 2024/25, elections to be held at the September 16, 2024, regular board meeting.

The **Board** called for nominations of candidates for the position of **Chair** and **Vice-Chair** for Fiscal Year (FY) 2024/25, with elections to be held at the September 16, 2024 regular board meeting. **Trustee Tryforos** nominated **Chair Evans** for the position of **Chair**, and nominated **Trustee Ricossa** for the position of **Vice-Chair**. Nominations were closed, and a formal vote scheduled for September 16, 2024.

Approved Staff Recommendation

2 24-709 Action to Approve and Adopt Proposed Updates to Board of Library Trustees Bylaws

Recommendation: Approve and Adopt the Proposed Updates to Board of Library Trustees Bylaws

Deputy City Attorney Haro reviewed with the **Board** the proposed changes to the **Board of Library Trustees** Bylaws. The changes had previously been introduced and reviewed by the **Board** in the June regular meeting.

A motion was made by Trustee Mohammed, seconded by Trustee Huynh to approve Staff Recommendation.

Aye: 4 - Trustee Huynh, Trustee Mohammed, Trustee Ricossa, and Trustee Tryforos

Excused: 1 - Chair Evans

24-710 Discussion and Possible Action on Santa Clara City Library Draft Strategic Plan

Recommendation: Review and discuss project updates on the Santa Clara City Library Draft Strategic Plan.

City Librarian Wong reviewed with the **Board** the work in progress on the Library Strategic Plan. Updates on the revised goals and objectives with sample activities were shared. The **Board** agreed to plan a special meeting of the **Board** on August 19, 2024 from 5:30 PM to 7:30 PM for focused review and discussion of revisions to the Library Strategic Plan.

STAFF REPORT

City Librarian Wong informed the **Board** of the proposed city general obligation bond planned to be on the ballot at the November election. She provided information on the potential impact for the Library, with examples of possible high priority uses and description of relevant parameters of use.

Discussion on community engagement efforts by the **Board** were discussed, with interest from **Trustee Ricossa** in attending the **Parks and Recreation Commission** meetings, **Trustee Tryforos** in attending **Youth Advisory Commission** meetings, and **Chair Evans** having previously expressed interest in attending **Cultural Commission** meetings on behalf of the **Board of Library Trustees.**

The **Board** was updated on recent community concern for the health of an unhoused community member staying in front of the Library, and efforts to assist the individual with information regarding available community resources. Discussion included the recent **Supreme Court** decision regarding the unhoused, current practices in Santa Clara, and updates on the return of the **Park Patrol** and its positive impacts.

Updates were provided on initial efforts in support of the Library Facilities Master Plan, with consultants planning community engagement efforts at the upcoming Art and Wine Festival, Library Comic Con, and possible engagement with the **Board** at an upcoming regular meeting.

City Librarian Wong also informed the **Board** that the Library was engaged in reviewing its policies and procedures in coordination with the **City Attorney's Office**.

TRUSTEES REPORT

The new members of the **Board of Library Trustees** were provided information by continuing **Trustees** about how the Trustees Report part of the regular board meeting is often used. Discussion touched on bicycle repair as a service, as well as possible agenda items for upcoming discussion. The September regular meeting agenda items are planned to include a draft of the 2025 **Board of Library Trustees** Meeting Calendar, to include meetings being hosted at all three Library locations. **Trustee Tryforos** mentioned that the **Board** has appreciated when staff provide presentations to update and inform the **Board** on their programs and services, if more could be planned in the future.

ADJOURNMENT

The meeting was adjourned at 8:00 PM.

A motion was made by Trustee Tryforos, seconded by Trustee Mohammed to adjourn the meeting until the August 19, 2024 special meeting.

Aye: 4 - Trustee Huynh, Trustee Mohammed, Trustee Ricossa, and Trustee Tryforos

Excused: 1 - Chair Evans

The Board of Library Trustees Meeting is adjourned to September 16, 2024, at 6:00 PM.

MEETING DISCLOSURES

MEETING DISCLOSURES

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Board
Approved

City of Santa Clara

Meeting Minutes

Board of Library Trustees

08/19/2024 **5:30 PM** **Hybrid Meeting, Edinger Room**
Central Park Library
2635 Homestead Rd, Santa Clara, CA 95051

Special Meeting

DRAFT

NOTICE IS HEREBY GIVEN that, pursuant to the provisions of California Government Code §54956 ("The Brown Act") and Section 708 of the Santa Clara City Charter, the Chair calls for a Special Meeting of the Board of Library Trustees to commence and convene on August 19, 2024 at 5:30 PM for a Special Meeting held in person/hybrid to consider the following matter(s) and to potentially take action with respect to them.

The City of Santa Clara is conducting the Board of Library Trustees meeting in a hybrid manner (in-person and continues to have methods for the public to participate remotely).

- Via Zoom:
  - https://santaclaraca-gov.zoom.us/j/85864257230

    Meeting ID: 858 6425 7230 or

  - Phone: 1(669) 900-6833

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CALL TO ORDER AND ROLL CALL

Chair Evans called the meeting to order at 5:54 PM.

CONSENT CALENDAR

PUBLIC PRESENTATIONS

GENERAL BUSINESS

24-807 Review and Approve the Santa Clara City Library Draft Strategic Plan

Recommendation: Review and Approve the Santa Clara City Library Draft Strategic Plan.

City Librarian Wong reviewed with the **Board** updates to the content of the Library Strategic Plan. The **Board** reviewed the Mission and Vision statements, Goals, Objectives, and examples of Activities to be undertaken to achieve the Goals and Objectives. The **Board** held discussion and provided suggestions and insights. **City Librarian Wong** informed the **Board** that the Library will continue to engage staff in refining the plan, and will provide an update at the next regular meeting of the **Board of Library Trustees** on September 16, 2024.

DRAFT

STAFF REPORT

City Librarian Wong informed the **Board** that **Acting Assistant City Manager Michelle Templeton** will be departing Santa Clara for a new position as **Assistant City Manager** in Santa Cruz, and that **Assistant City Attorney Elizabeth Klotz** has been asked to assume her role. When the decision is finalized as to which member of the **City Manager's Office** team the Library will report to, the **Board** will be updated.

Discussion was held on the Facilities Master Plan project, with an update that the consultants will be attending the Santa Clara Art & Wine Festival on September 14-15, 2024. The consultants will have boards to display, to communicate to and collect data from the public at this event. The boards were reviewed with the **Board** and feedback was shared. There was a call for volunteers for the Art & Wine Festival, as well as for Comic Con, scheduled for October 12, 2024 at Central Park Library.

City Librarian Wong thanked **Trustee Huynh** for attending the 10th Anniversary celebration for Northside Branch Library, and shared an update on the strong attendance at the event.

TRUSTEES REPORT

Trustee Huynh shared that he spoke to a Library customer at National Night Out. The customer sought technology assistance at the Tech Center at Central Park Library. They mentioned that staff seemed overworked assisting so many Library customers, and that the Library used to partner with **Santa Clara High School** to have teens volunteer to help community members with their technology questions. This feedback was shared with staff, who received the suggestion and discussed service and capacity needs.

ADJOURNMENT

The meeting was adjourned at 7:33 PM.

A motion was made by Trustee Ricossa, seconded by Trustee Mohammed to adjourn the meeting.

Aye: 5 - Chair Evans, Trustee Huynh, Trustee Mohammed, Trustee Ricossa, and Trustee Tryforos

The Board of Library Trustees Special Meeting is adjourned to September 16, 2024 at 6:00 PM, to be held at Central Park Library.

DRAFT

MEETING DISCLOSURES

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DRAFT

24-645 Agenda Date: 9/24/2024

REPORT TO COUNCIL

SUBJECT
Action on the Santa Clara Convention Center FY 2023/24 4th Quarter Financial Status Report

COUNCIL PILLARS
Promote and Enhance Economic, Housing and Transportation Development
Enhance Community Engagement and Transparency
Promote Sustainability and Environmental Protection

BACKGROUND
On February 5, 2019, the City of Santa Clara approved an agreement with Global Spectrum L.P. dba Spectra Venue Management (Spectra) to operate the Santa Clara Convention Center (SCCC). Spectra began management of the SCCC on March 18, 2019. In November 2021, Spectra merged with Oak View Group (OVG) but continues to operate under the same legal entity.

Staff is transmitting OVG's SCCC status report to City Council for compliance with agreement terms.

DISCUSSION
This Report to Council transmits OVG's SCCC Financial Status Report for the 4th quarter ending June 30, 2024 (attached). This report is unaudited and, therefore, subject to change.

As OVG's 4th quarter report indicates, there were 77 events hosted at the SCCC, 19 more than the budgeted 58 events. There were 27 events in April, 29 events in May and 21 events in June.

The fourth quarter followed its historical pattern of being the strongest financial quarter of the fiscal year. April was the most lucrative month of the quarter followed by May and then June. Based on event needs, OVG staffing levels varied from 37-38 employees throughout the quarter.

Financial Summary

	Quarter Ended June 30, 2024			Quarter Ended June 30, 2023		
	Budget	Actual	Overage (Underage)	Budget	Actual	Overage (Underage)
Gross Revenue	$4,919,974	$5,911,139	$991,165	$3,886,710	$6,614,989	$2,728,279
Total Expense	$4,196,348	$4,961,329	$764,981	$3,706,492	$5,421,421	$1,714,929
Net Income	$723,626	$949,810	$226,184	$180,218	$1,193,568	$1,013,350

For the 4th quarter ending June 30, 2024, OVG reported a net operating gain of $949,810, compared to a net operating gain of $1,193,568 for the 4th quarter of FY 2022/23.

Total revenues for FY 2023/24 4th quarter were $5,911,139, or $991,165 more than the budgeted revenues of $4,919,974. Total expenses for FY 2023/24 4th quarter were $4,961,329 or $764,981 more than the budgeted amount of $4,196,348. Additionally, OVG recognized $379,935 of other revenues in the 4th quarter primarily from cancellation fees and interest income.

FY 2023/24 experienced a reduction of thirty-three event days. The decrease in the number of events led to a decline in overall attendance. Financially, the actual gross revenue for FY 2023/24 was lower than revenue posted in FY 2022/23. Expenses in FY 2023/24 were lower than FY 2022/23. Net income for the quarter was $949,810, compared to $1,193,568 in the previous year.

As of June 30, 2024, OVG, reported a year-to-date net operating income of $2,512,321, which consists of $19,204,756 in revenues and $16,692,435 in expenses.

Financial Summary -Year to Date June 2024

	Budget	Actual	Budgeted Overage (Underage)
Gross Revenue	$15,663,770	$19,204,756	$3,540,986
Total Expense	$15,191,750	$16,692,435	$1,500,685
Net Income	$472,020	$2,512,321	$2,040,301

ENVIRONMENTAL REVIEW

There is no discretionary action being considered under this Report to Council; therefore, there is no "project" within the meaning of the California Environmental Quality Act ("CEQA") and no further environmental review is required pursuant to section 15060 (c) of Title 14 of the California Code of Regulations.

FISCAL IMPACT

The net operating gain incurred by the Convention Center for the 4th quarter FY 2023/24 is $949,810. This amount does not include any fiscal impact related to TOT, TID, and/or sales tax activity. Any funds generated from operations are allocated and programmed in the Convention Center Enterprise Fund for operations and capital improvement projects as part of the annual budget process.

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email clerk@santaclaraca.gov <mailto:clerk@santaclaraca.gov> or at the public information desk at any City of Santa Clara public library.

RECOMMENDATION

Note and file the Santa Clara Convention Center Financial Status Report for the 4th Quarter ending June 30, 2024, as submitted by OVG.

Reviewed by: Kenn Lee, Director of Finance
Approved by: Jovan D. Grogan, City Manager

ATTACHMENTS
1. SCCC Activity Report for 4th Quarter FY 2023/24



SANTA CLARA
CONVENTION CENTER

FY 2023/24 QUARTERLY REPORT – 4th Quarter Ended June 30, 2024

OVG360

July 25, 2024

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Santa Clara Convention Center is strategically located in the heart of Silicon Valley, a prime location for conventions, trade shows and exhibitions. The Santa Clara Convention Center is minutes from hotels, restaurants, Levi's Stadium, California's Great America Theme Park, and many of the largest and most influential technology companies in the world, with easy access to freeways and Norman Y. Mineta San Jose International Airport and only 45 miles south of San Francisco. The Convention Center features 100,000 square feet of exhibit space, a 22,400 square foot ballroom, 31 breakout rooms and a 607-seat theater and attracts over 350,000 visitors annually. The facility is an integral economic component of Santa Clara, generating economic benefits through attendee direct and indirect spending and sustaining over 500 local jobs.

For more information, visit www.santaclaraconventioncenter.com.

4th Quarter Highlights

This quarterly report covers fiscal operations of the Santa Clara Convention Center for the fourth quarter ended June 30, 2024. This report is unaudited and, therefore, subject to change.



61,990
Total Attendance



77
Total Events



$5,911,139
Total Revenue

Strategic Highlights

Oak View Group (OVG) maintains active involvement with the Silicon Valley/Santa Clara DMO, Inc., also known as Discover Santa Clara®, and the Santa Clara Tourism Improvement District (SCTID). Serving on the Nominating Committee, the OVG General Manager (GM) participated in an interview to replace the Director of Sales who resigned in May. Additionally, as a Board Member/Officer of the DMO, the OVG GM contributed to various organizational activities, including financial preparations and training for the transition of payroll duties to a new employee of the DMO's accounting firm.

Throughout the quarter, OVG remained highly engaged in diverse activities, such as partner meetings, contract evaluations, union adjustments, and capital projects. Vendors selected through a competitive proposal process submitted two new reports for capital projects in the quarter: an assessment of the Convention Center roof, and the second, an assessment of the electrical systems at the Center. The reports, now final, are being shared with the City of Santa Clara to discuss strategies on upgrades in these areas to align with upcoming events in 2026, including Super Bowl LX and the FIFA World Cup.

Collective efforts with partners, including Levy (Food & Beverage), Encore (Audio Visual), and Smart City (IT), focused on exploring event opportunities and refining operational processes to address the ongoing challenges of outside F&B at Center events. Working collaboratively with the DMO, OVG produced rental proposals that assisted in the booking of three P2's within the quarter. OVG, in coordination with its partners, continued to implement the booking policy while actively pursuing new business ventures to attract significant events to the facility. The dedicated sales efforts of the Center team led to the booking of 46 events during the quarter, 14 of which were identified as new business. OVG continued to monitor event load and potential revenue throughout the quarter. All employees were brought back in accordance with California's Rehiring and Retention Law.

Financial Highlights

After a better than anticipated first, second and third quarter, the SCCC saw business continue to trend upward in the final quarter of the fiscal year. Gross revenue, April through June, was $5,911,139 representing 120.15% of the overall budget for revenue. Conversely, expenses totaled $4,961,329, 118.23% of the budgeted expenses for the quarter, resulting in an overall profit of $949,810 for Q4.

Event Highlights

Seventy-seven events took place during the quarter, 19 more than the budgeted number of 58. There were 14 potential events lost in the fourth quarter: two in April, three in May, and nine in June. Only one was canceled and the remaining 13 chose not to move forward with their proposals and are not holding future dates.

In April, over 600 attendees gathered for Cadence CDN Live 2024. Attendees had the opportunity to attend visionary keynotes and innovative peer-to-peer user presentations. May brought the Bill Wilson Center's (BWC) Golden Anniversary Fundraising Dinner. BWC provides services to more than 5,000 children, youth, young adults and families in Santa Clara County through our various programs. Capping the quarter, the SCCC held De Anza College's 57th Annual commencement. Over 4,000 friends and family were on hand to watch 1,500 students graduate as part of the Class of 2024.



Cadence CDN Live April 2024



Bill Wilson Center – Golden Anniversary May 2024



De Anza College Graduation June 2024

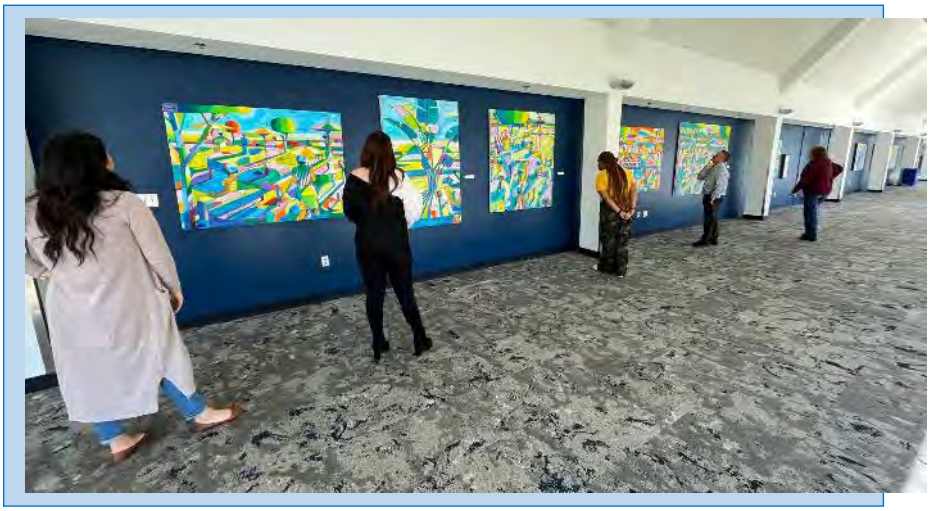
Operational Highlights

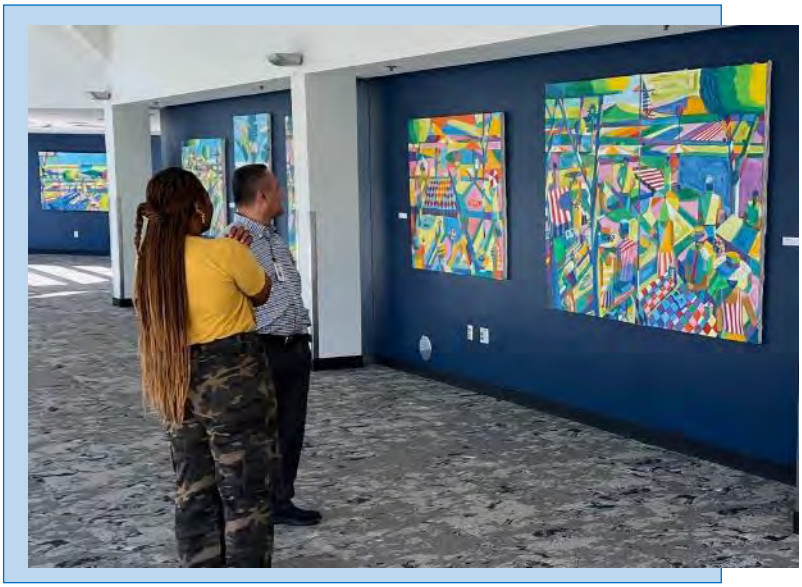
- As mentioned above, a total of 77 events occurred in the fourth quarter, with 27 in April, 29 in May, and 21 in June.
- Throughout the quarter, the GM closely monitored event load and staffing levels at the Center, adapting to fluctuations caused by staff turnover. OVG hired a full-time Event Manager, Event Coordinator, and Sales Coordinator. Additionally, two part-time Security Officers and a Staff Accountant were added. Staffing levels fluctuated between 37 and 38 employees during the quarter.
- Collaboration between OVG and the Hyatt continued to grow. In addition to the weekly Operations meetings, OVG and the Hyatt produced a new Event Questionnaire to provide vital information of Hyatt events taking place in the Grand Ballroom. This questionnaire has already streamlined operations and communication.
- Released an RFP and received four proposals or preferred Audio-Visual Services at the SCCC. OVG GM oversaw the selection committee made up of the facility Directors. Presentations took place and a Best and Final Offer was issued. A final decision of the recommended vendor will be made in Q1 of FY 2024/25.
- Received one response to the RFP for the SCCC's new booking system. The proposal was rejected due to it being out of the budgeted price range. The RFP was re-released, but no vendors submitted. OVG is now conducting interviews with potential companies and will issue a memo to the City with its recommendation in Q1 of the next fiscal year.
- Gathered information from multiple convention centers and third-party power suppliers for electrical pricing. Updated SCCC's electrical pricing to be more competitive within the region and the convention center market. New pricing will be activated in the first quarter. New SCCC Electrical agreements were issued to the Center's power providers in June.

Other Noteworthy Highlights

- OVG hosted 21 site tours for potential future events at the Convention Center.
- OVG, Levy and the DMO generated 131 new active prospects in the quarter.
- Hosted the NFL for a site tour of the facility in preparation for Super Bowl 60. In addition, OVG created preliminary pricing for the Bay Area Host Committee for use of the SCCC during both the Super Bowl and the FIFA World Cup.
- Drafted and submitted a Memorandum of Understanding to the Hyatt for the use of the Mission City Ballroom from the middle of December 2024 to the middle of January 2025 while the Grand Ballroom Airwall project is completed.
- OVG GM attended a meeting with the DMO and other City leaders as part of Discover Santa Clara's® Marketing Omnichannel project.
- Wrote, presented, and submitted year end Performance Evaluations for all full-time employees at the SCCC.

- Continued our partnership with the Triton Museum and updated the artwork for the Convention Center in the quarter.





Financial Summary

Financial Results

In FY 2023/24, the fourth quarter mirrored its historical pattern of being the strongest financial quarter of the fiscal year. April was the most lucrative month of the quarter, showing a profit of over $517,000. May was strong as well, with a profit of over $321,000 which was led by rental, food and beverage and AV revenues being higher than anticipated. June, led by higher rental income, better than expected IT revenues and reconciling prior year adjustments showed a profit of over $110,000, in spite of being budgeted for an overall loss. Consequently, OVG and its partners achieved gross revenue of $5,911,139 during the quarter, surpassing the budgeted amount by $991,165. The net income for Q4 amounted to $949,810, in contrast to the anticipated profit of $723,626, thereby exceeding the budgeted income by $226,184.

Financial Summary – 4th Quarter Ended June 30, 2024

	Projected in Budget	Actual	Difference
Gross Revenue	$ 4,919,974	$ 5,911,139	$ 991,165
Total Expense	4,196,348	4,961,329	(764,981)
Net Income	$ 723,626	$ 949,810	$ 226,184

Total expenses for the quarter were $4,961,329 or $764,981 more than the budgeted amount of $4,196,348. There was $379,935 of other revenue recognized in Q4 primarily from cancelation fees and interest income.

Income Statement

SANTA CLARA CONVENTION CENTER
QUARTERLY GROSS INCOME STATEMENT
For the Twelve Months Ending June 30, 2024

	QUARTER 4			YEAR TO DATE		
	BUDGET	**ACTUAL**	**VARIANCE**	**BUDGET**	**ACTUAL**	**VARIANCE**
Number of Events	**58**	**77**	**19**	**220**	**242**	**22**
Number of Event Days	**142**	**157**	**15**	**543**	**553**	**10**
Attendance	**62,892**	**61,990**	**(902)**	**246,196**	**318,697**	**72,501**
Event Revenue						
Rental	999,836	1,118,708	118,872	3,881,511	3,922,594	41,083
Services	60,686	133,975	73,289	175,801	440,474	264,673
IT/Telecom	329,409	526,100	196,691	1,120,579	1,395,551	274,972
Food & Beverage	2,468,318	2,505,658	37,340	7,996,075	8,105,876	109,801
Electrical	562,517	383,656	(178,861)	871,211	1,339,674	468,463
Audio Visual	454,703	863,107	408,404	1,454,823	3,339,211	1,884,388
Total Event Revenue	**4,875,469**	**5,531,204**	**655,735**	**15,500,000**	**18,543,380**	**3,043,380**
Event Expenses						
Services	-	10,937	(10,937)	-	85,538	(85,538)
IT/Telecom	243,762	357,748	(113,986)	829,228	948,975	(119,747)
Food & Beverage	1,994,673	1,950,040	44,633	6,864,689	6,583,152	281,537
Electrical	393,762	285,597	108,165	609,848	993,768	(383,920)
Audio Visual	304,652	598,962	(294,310)	974,732	2,452,566	(1,477,834)
Total Event Expenses	**2,936,849**	**3,203,284**	**(266,435)**	**9,278,497**	**11,063,999**	**(1,785,502)**
Net Event Income (Loss)	**1,938,620**	**2,327,920**	**389,300**	**6,221,503**	**7,479,381**	**1,257,878**
Other Revenue	**44,505**	**379,935**	**335,430**	**163,770**	**661,376**	**497,606**
Total Net Event & Other Revenue	**1,983,125**	**2,707,855**	**724,730**	**6,385,273**	**8,140,757**	**1,755,484**
Indirect Expenses						
Executive	115,997	175,384	(59,387)	437,636	412,728	24,908
Finance	122,866	136,329	(13,463)	466,447	413,706	52,741
Event Services	141,482	127,970	13,512	547,041	404,499	142,542
Sales/Marketing	123,498	143,395	(19,897)	463,116	405,424	57,692
Operations	745,508	833,158	(87,650)	2,854,867	2,958,274	(103,407)
Overhead	10,148	341,809	(331,661)	1,144,146	1,033,805	110,341
Total Indirect Expenses	**1,259,499**	**1,758,045**	**(498,546)**	**5,913,253**	**5,628,436**	**284,817**
Net Operating Income	**723,626**	**949,810**	**226,184**	**472,020**	**2,512,321**	**2,040,301**
Net Income	**723,626**	**949,810**	**226,184**	**472,020**	**2,512,321**	**2,040,301**

Event Statistics

There were 77 events scheduled in Q4 with $5,531,204 in revenue and $3,203,284 in expenses. 'Conventions' and 'Meetings' generated the largest amount of revenue in the quarter.

Event Revenue

Event Net Revenue – 4th Quarter Ended June 30, 2024

Event Types	Gross Revenue	Cost of Sales	Net Revenue
Banquets	$350,717	$248,790	$101,927
Meetings	1,415,597	921,276	494,321
Consumer Shows	48,452	8,843	39,609
Trade Shows	980,394	587,157	393,237
Conventions	2,048,453	1,224,785	823,668
Special Events	398,990	160,907	238,083
Miscellaneous Events	-	-	-
Sporting Events	288,601	51,526	237,075
Totals	**$5,531,204**	**$3,203,284**	**$2,327,920**

This quarter, there was a profit of $2,327,920. Revenues generated were higher than anticipated due to increased Rental, IT and AV activity. Event expenses were also slightly over budget due to the increase in event revenue for the quarter.

Partners

Partner Revenue – 4th Quarter Ended June 30, 2024

Partner	Gross Revenue	Cost of Sales	Net Revenue
Levy Restaurants	$2,505,658	$1,950,040	$555,618
Smart City (IT services)	526,100	357,748	168,352
ENCORE-AV (AV services)	863,107	598,962	264,145
Electrical	383,656	285,597	98,059
Totals	**$4,278,521**	**$3,192,347**	**$1,086,174**

Partner revenue for Q4 was $4,278,521. The cost of sales was $3,192,347 for a net profit of $1,086,174.

Indirect Expenses

Total indirect expenses were $1,758,045 for the quarter.

Departments	Expense Description	Indirect Cost
Executive	Senior personnel	$175,384
Marketing	Sales and marketing related	143,395
Finance	Finance and Human Resources	136,329
Events	Staffing to manage events	127,970
Operations	Engineering, building services, security, and all other related expenses to operate the building	833,158
Overhead	Non-departmental expenses	341,809
Transition Costs	Costs related to the transition to OVG	-
Totals		**$1,758,045**

Previous Fiscal Year Comparison

Compared to the same quarter of the previous fiscal year, the number of actual events in FY 2023/24 was seven fewer than in FY 2022/23. However, FY 2023/24 experienced a reduction of thirty-three event days. This decrease in the number of events led to a decline in overall attendance. Financially, the actual gross revenue for FY 2023/24 was significantly higher than budgeted, though it was less than the revenue posted in FY 2022/23. Expenses in FY 2023/24 also exceeded the budget but were lower than those in FY 2022/23. Net income for the quarter was $949,810, compared to $1,193,568 in the previous year.

Overall, the Center hosted the same number of events (242) in both FY 2023/24 and FY 2022/23. The total number of event days increased by 14 in FY 2023/24, with an attendance increase of 24,504. Financially, the gross revenue budget for FY 2023/24 was over $2 million higher than FY 2022/23. Even with this increase, OVG exceeded the budget by $3,540,986, achieving a gross revenue of $19,204,756 for the year. Due to the revenue increase, expenses also rose in FY 2023/24. Net income for FY 2023/24 surpassed the previous year's total by $65,001, resulting in a profit of $2,512,321.

Quarter 4 Comparison

	Quarter ended June 30, 2024			Quarter ended June 30, 2023		
	Projected in Budget	Actual	Budgeted Overage / (Underage)	Projected in Budget	Actual	Budgeted Overage / (Underage)
Number of Events	58	77	19	104	84	(20)
Number of Event Days	142	157	15	193	190	(3)
Attendance	62,892	61,990	(902)	113,665	85,569	(27,096)
Gross Revenue	$4,919,974	$5,911,139	$991,165	$3,886,710	$6,614,989	$2,728,279
Total Expense	$4,196,348	$4,961,329	($764,981)	$3,706,492	$5,421,421	($1,714,929)
Net Income	$723,626	$949,810	$226,184	$180,218	$1,193,568	$1,013,350

YTD Comparison

	YTD ended June 30, 2024			YTD ended June 30, 2023		
	Projected in Budget	Actual	Budgeted Overage / (Underage)	Projected in Budget	Actual	Budgeted Overage / (Underage)
Number of Events	220	242	22	374	242	(132)
Number of Event Days	543	553	10	739	539	(200)
Attendance	246,196	318,697	72,501	248,505	294,193	45,688
Gross Revenue	$15,663,770	$19,204,756	$3,540,986	$13,603,635	$16,791,629	$3,187,994
Total Expense	$15,191,750	$16,692,435	($1,500,685)	$13,821,350	$14,344,309	($522,959)
Net Income	$472,020	$2,512,321	$2,040,301	($217,715)	$2,447,320	$2,665,035

Other Activities

- Attended meeting with OVG Corporate as part of the presenting team to the City, in response to an RFP issued for Naming Rights and Sponsorship for the Santa Clara Convention Center.
- OVG GM, Director of Sales, Director of Finance and Sales Manager attended Milpitas High School – Academy of Travel and Tourism presentation day as judges.
- OVG GM attended a meeting with the City, Levy and Levy United Kingdom (UK) to discuss how Santa Clara conducts business. Levy UK was in Santa Clara in preparation for the opening of a new venue in the UK at the end of August.
- Started negotiations with the International Union of Operating Engineers – Local 39 on a new Collective Bargaining Agreement for the Santa Clara Convention Center.
- Started negotiations with the International Brotherhood of Teamsters – Local 2785 on a new Collective Bargaining Agreement for the Santa Clara Convention Center.
- OVG GM started conversations with Levy GM to discuss challenges with outside F&B during Sports Events. Leaders are considering buyouts and other potential solutions.

Key Performance Indicators (KPIs)

Gross revenue was $5,911,139 and net income was $949,810 for Q4. Through the fourth quarter, the event mix shows the Convention Center hosted twenty-one of its targeted P3's, thirty-eight of its P4 goal and 182 of its P5 mark.

OVG Venue Management – Santa Clara Convention Center			
Performance Measures			
	2023/24 Target	**YTD**	**NOTES**
1. Convention Center Gross Revenue	**$15,663,770**	**$19,204,756**	
2. Net Income+	**$104,170**	**$2,512,321**	
3. Number of Room Nights Consumed	**26,591**	**30,913**	
4. Economic Impact	**$24,444,969**	**$48,159,224**	
5. Customer Service Survey Results *(overall satisfaction)*	**85%**	**90.83%**	Reported at year-end; The City terminated its contract with the 3rd-party consultant in May 2024. This percentage reflects surveys collected for events thru May 13, 2024
6. Event Mix at the Convention Center *(consumed)*			
Percent of P1 Events	**0.5%**	**0.41%**	
Number of P1 Events	**1**	**1**	
Percent of P2 Events	**1.0%**	**0.00%**	
Number of P2 Events	**2**	**0**	
Percent of P3 Events	**15.0%**	**8.68%**	
Number of P3 Events	**33**	**21**	
Percent of P4 Events	**19.5%**	**15.70%**	
Number of P4 Events	**43**	**38**	
Percent of P5 Events	**64.0%**	**75.21%**	
Number of P5 Events	**141**	**182**	
Total Events	**220**	**242**	
7. Community Benefit			
Number of collaborative, community-based events hosted at the Center	**2**	**2**	
Percent of Center employees that volunteer in the community	**60%**	**64%**	Reported at year-end
Percent of small, local and M/WBE businesses/vendors	**20%**	**44%**	Reported at year-end
8. Number of Prospects (active) *(non-cumulative)*	**220**	**186**	Average for the year of P3, P4, P5

+City Council approved a budget amendment in April 2024 which changed the net income target from $104,170 to $472,022.

- Priority 1 (P1) event – Large multi-day convention and/or conference that utilizes all venue space at the Convention Center, utilizes significant venue services such as food and beverage, audio-visual and information technology, and draws a substantial number of out-of-town visitors that stay in multiple Santa Clara hotels. Based on projected combined building spend and peak hotel room nights booked, has an 18+ month booking window.
- Priority 2 (P2) event – Primarily large multi-day convention and/or conference that utilizes most of the venue space at the Convention Center, utilizes venue services such as food and beverage, audio-visual and information technology, and draws out of town visitors that stay in multiple Santa Clara hotels. Based on projected combined building spend and peak hotel room nights booked, has a 12 – 18 month booking window.
- Priority 3 (P3) event – Multiple or single day event that utilizes space at the Convention Center. Attendance and out of town visitors are less than for a P1 or P2. Examples of P3 events may include trade shows, consumer shows, smaller conventions/conferences, and sporting events. Based on projected combined building spend and peak hotel room nights booked, has a 9 – 12 month booking window.
- Priority 4 (P4) event – Typically a one- or two-day event that utilizes space at the Convention Center. Attendees are primarily local. Special events (e.g., graduations), smaller meetings and/or smaller trade and consumer shows are examples of P4 events. Based on projected combined building spend and peak hotel room nights booked, has a 6 – 9 month booking window.
- Priority 5 (P5) event – Usually a single day event. Examples of P5 events are banquets, galas, other social type events and meetings. Based on projected combined building spend and peak hotel room nights booked, has a 0 – 6 month booking window.

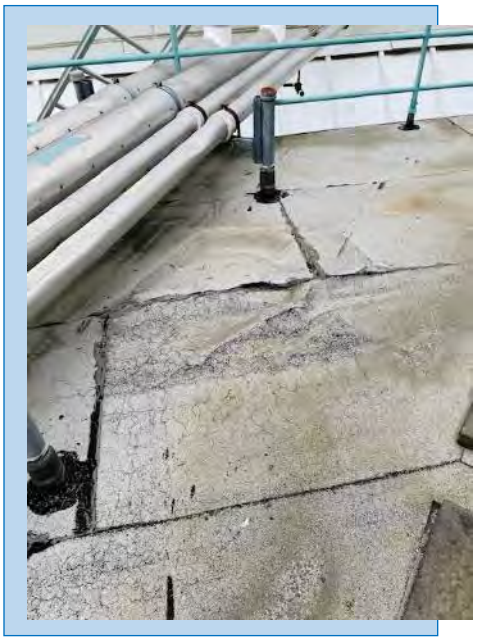
Forecast

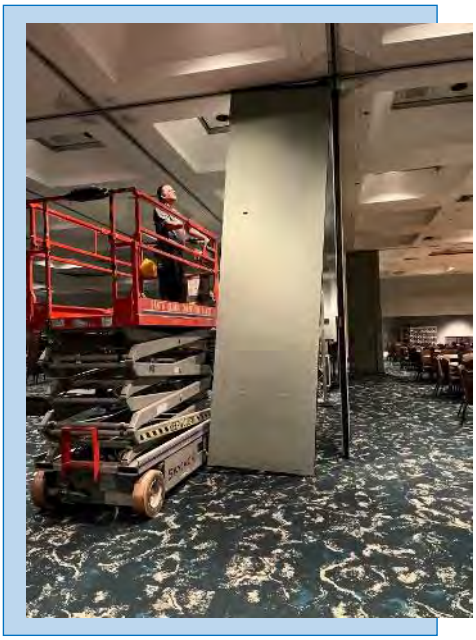
Financials for FY 2023/24 are complete. The forecast for FY 2024/25 will be issued in the first quarter report.

FY 2023/24 Capital Improvement Projects (CIP)

CIP Project Updates

- OVG hosted an oral presentation with the finalist of its public RFP for the Grand Ballroom Air Wall replacement project. Following the presentation, OVG generated a memo to the City recommending the finalist for the job. Awarding of this Capital Project is expected to take place early in Q1 of the next fiscal year following approved funding by the City.
- Following a public RFP process, OVG selected a vendor to complete an assessment of the Convention Center roof that is over 25-years old. The assessment is being completed to determine repairs or replacement that need to be completed prior to FY 2025/26.
- Held multiple meetings with the Signage and Electrical Contractor vendors overseeing the Digital Signage project to discuss scope gaps and challenges with the electrical requirements.
- Reviewed and approved the final report submitted by vendor on the Convention Center's Electrical Assessment project. Shared the information with the City and created a prioritized list of projects.





CIP Project Budget

Proj. #	Project Name	Phase	CITY/OVG 360 REVISED BUDGET	LEVY	TOTAL BUDGET	Actual Exp.	*Balance*
003	**Convention Center HVAC - BMS System**	Completed FY 2019/20	$ 20,450	$ -	$ 20,450	$ 20,450	$ -
004	**Convention Center HVAC Portable A/C Units**	Completed FY 2020/21	$ 75,350	$ -	$ 75,350	$ 75,350	$ -
005	**Convention Center Security System**	Completed FY 2021/22	$ 172,831	$ -	$ 172,831	$ 172,831	$ -
006	**Convention Center Lobby Roof (Glass Pyramids) Assessment and Repair**	Completed FY 2021/22	$ 479,300	$ -	$ 479,300	$ 479,300	$ -
008	**Convention Center Interior Digital Signage and Display System**	Implementation	$ 1,160,386	$ -	$ 1,160,386	$ 831,485	$ *328,901*
009	**Convention Center Interior Paint**	Completed FY 2021/22	$ 648,052	$ -	$ 648,052	$ 648,052	$ -
012	**Convention Center Riding Vacuum Purchase**	Completed FY 2019/20	$ 31,238	$ -	$ 31,238	$ 31,238	$ -
013	**Convention Center Carpet Replacement**	Completed FY 2021/22	$ 1,509,869	$ 241,856	$ 1,751,725	$ 1,751,725	$ -
014	**Balance - Contingency (Electrical**	Completed FY 2023/24	$ 143,556	$ -	$ 143,556	$ 87,830	$ *55,726*
015	**Kitchen/Tech Café/Stand B**	Implementation	$ -	$ 1,756,088	$ 1,756,088	$ 678,894	$ *1,077,194*
016	**Roof Assessment**	Implementation	$ 90,000	$ -	$ 90,000	$ -	$ *90,000*
017	**Restroom Refresh**	Planning	$ 200,000		$ 200,000	$ 31,927	$ *168,073*
		TOTAL	$ 4,531,032	$ 1,997,944	$ 6,528,976	$ 4,809,082	$ *1,719,894*

Community Involvement



In April, the OVG GM, Director of Sales, Director of Finance and Sales Manager attended the Milpitas High School Academy of Travel and Tourism event where students, interested in the hospitality industry present their projects for judging. This is the 4th year that the SCCC team has attended this event.

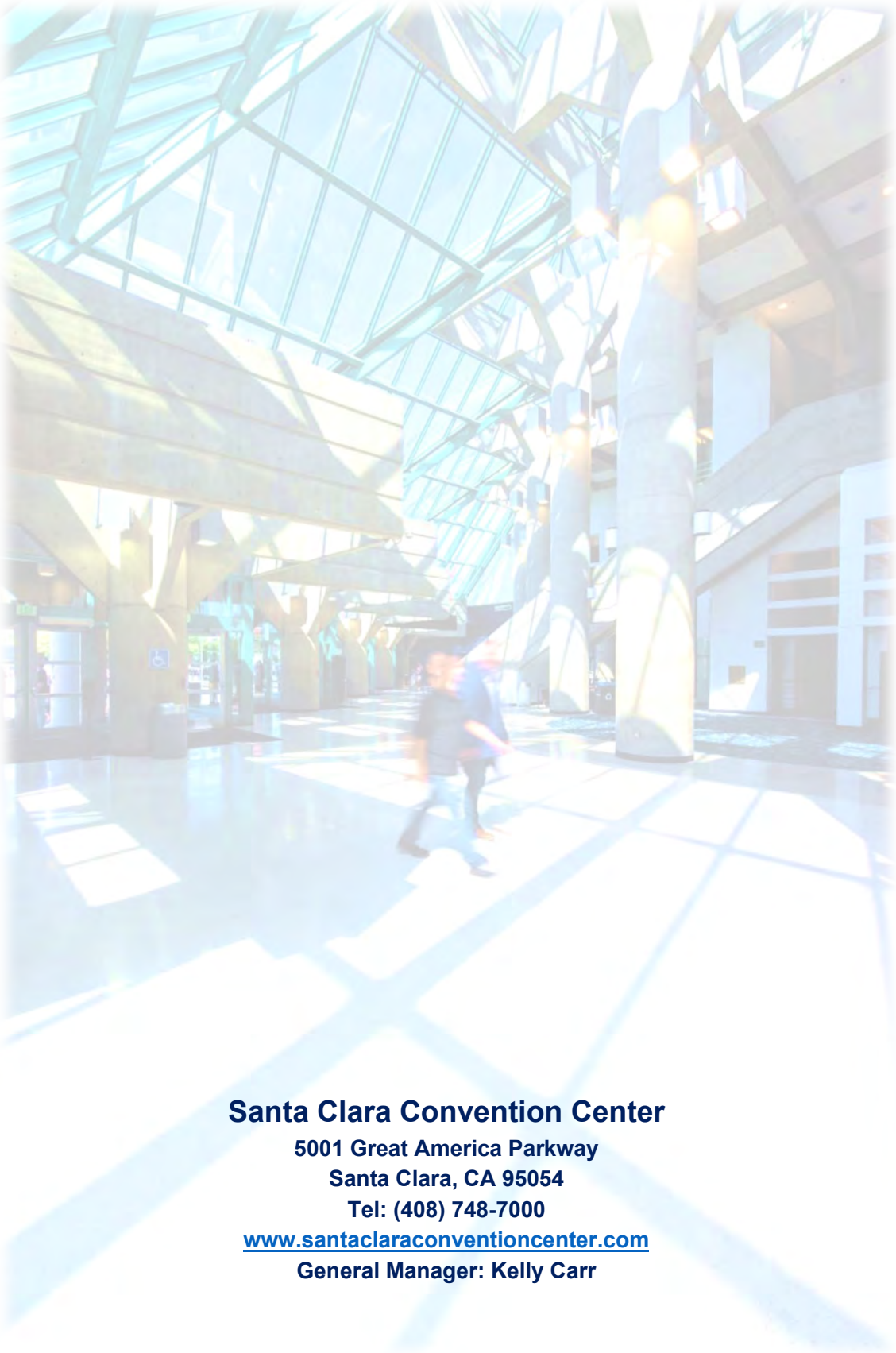


In May, a group of six OVG employees volunteered for the Cinco De Mayo event to benefit the Opening Doors organization.





On June 7th, the Center hosted its second June Bloom which attracted 415 attendees. Fifteen local organizations participated, including vendors and non-profits, highlighting local wares and community resources. The event was filled with fun activities for kids, including bounce houses, a balloon animal artist, a face painter, arts & crafts, and an interactive story time for the young audience, presented by the Santa Clara Library. Over 300 attendees participated in a new activity offered this year, the creation of personalized flower bouquets which lead by a former florist and a parent of one of OVG's staff. Attendees also enjoyed complimentary churros, popcorn, cupcakes, juices, and build-your-own ice cream sundaes.



Santa Clara Convention Center

5001 Great America Parkway
Santa Clara, CA 95054
Tel: (408) 748-7000
www.santaclaraconventioncenter.com
General Manager: Kelly Carr

24-824 Agenda Date: 9/24/2024

REPORT TO COUNCIL

SUBJECT
Action to Approve an Agreement with the Santa Clara Valley Water District (Valley Water) Relating to Payment of up to $350,000 to the City for Providing Support Services for Valley Water's Purified Water Project

COUNCIL PILLAR
Deliver and Enhance High-Quality Efficient Services and Infrastructure

BACKGROUND
The City is a co-owner of the San José-Santa Clara Regional Wastewater Facility (RWF). The RWF processes the City's wastewater for discharge to the San Francisco Bay. A portion of that wastewater is diverted to the Silicon Valley Advanced Water Purification Center (SVAWPC), and is further treated beyond the RWF's regular tertiary treatment, so that it can be used as recycled water for non-potable uses or, potentially, as purified water that can ultimately be used as a potable source to offset groundwater and imported water demands for customers, including those in Santa Clara.

The Santa Clara Valley Water District (Valley Water) entered into an agreement with the City of San José in 2010 to share the costs of construction of the SVAWPC. Valley Water has indicated its interest in expanding the supply of treated wastewater to be processed by the SVAWPC (the facility was integrated into the RWF's treatment processes as part of the 2010 agreement). This potential expansion requires time to be spent by City of Santa Clara staff, specifically Water & Sewer Utilities staff, on water supply planning, as well as design, agreements, and construction of new facilities.

Valley Water has developed a Water Supply Master Plan, with the intent to expand the use of purified water as a source of potable water for the County by treating wastewater at the RWF.

In 2022, the City of Santa Clara executed a letter of intent with the City of San José and Valley Water to join forces and collaborate on the expansion of recycled and purified water in the County. The agencies will work to develop a full-scale purified water facility while developing a feasibility study, demonstration facility, operational, ground lease and wastewater availability agreements, policy obligations, RO concentrate management responsibilities, public outreach, and educational programs.

Climate change will produce more frequent and severe droughts and limit current water supply. It is imperative to build-up local water supply resiliency as climate change makes the region more vulnerable to severe and long-term droughts. Santa Clara has made the use of recycled water a priority as a way to supplant the use of local potable water supplies. Approximately 23% of Santa Clara's entire water portfolio is made up of recycled water, which serves over 300 customers across 33 miles of recycled water pipe. Santa Clara has a goal to expand the use of recycled water to 3.5

million gallons per day of recycled water by 2025.

DISCUSSION
Valley Water is the lead agency on the purified water project. Water & Sewer Utilities and Public Works staff are lending time and support to the project. Staff has been collaborating with Valley Water on the development of an Agreement regarding how Santa Clara can be reimbursed for staff time devoted to the project. The approved agreement would allow a pathway forward to develop a locally produced droughtproof water supply that will offset the use of limited imported and local potable water. The State has regulatory oversight on the purification of wastewater into drinking water and recently promulgated new regulations related to purified water that will produce safe and sustainable drinking water for the future. City support will include attending meetings, negotiating terms of agreements, providing technical data, regulatory coordination, and ensuring the collective rights of the City are represented. This item seeks approval of the attached Agreement for cost sharing. Water & Sewer Utilities staff that will be involved in the project include: the Director, Assistant Director, Utility Operations Engineer, Senior Civil Engineer, Assistant Civil Engineer, Associate Civil Engineer, Principal Engineer, and Senior Management Analyst. Public Works staff that will be involved include: the Assistant Director/City Engineer, Principal Engineer, Senior Civil Engineer, Assistant Civil Engineer, Associate Civil Engineer, and Public Works Inspector. Cost for staff time will be reimbursed by Valley Water up to $350,000 during the term of the agreement unless increased through a written amendment to the agreement.

ENVIRONMENTAL REVIEW
The action being considered does not constitute a “project” within the meaning of the California Environmental Quality Act (“CEQA”) pursuant to CEQA Guidelines section 15378(b)(4) in that it is a fiscal activity that does not involve any commitment to any specific project which may result in a potential significant impact on the environment.

FISCAL IMPACT
Staff time devoted to this project is assumed in the Adopted FY24-25 operating budget. Revenues for reimbursements will be added to the fund balance of the Water Utility.

COORDINATION
This item was coordinated with the City Attorney’s Office

PUBLIC CONTACT
Public contact was made by posting the Council agenda on the City’s official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City’s website and in the City Clerk’s Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk’s Office at (408) 615-2220, email clerk@santaclaraca.gov <mailto:clerk@santaclaraca.gov> or at the public information desk at any City of Santa Clara public library.

RECOMMENDATION
Authorize the City Manager to execute the Agreement with the Santa Clara Valley Water District Relating to Valley Water’s Payment for City’s Support Services Related to Purified Water, in substantially the form presented subject to minor revisions approved or required by the City Manager

or City Attorney

Reviewed by: Gary Welling, Director of Water & Sewer Utilities
Approved by: Jovan D. Grogan, City Manager

ATTACHMENTS
1. Agreement Between the Santa Clara Valley Water District and the City of Santa Clara Relating to Valley Water's Payment for City's Support Services to Valley Water's Purified Water Project

AGREEMENT BY AND BETWEEN THE SANTA CLARA VALLEY WATER DISTRICT AND THE CITY OF SANTA CLARA RELATING TO VALLEY WATER'S PAYMENT FOR CITY'S SUPPORT SERVICES TO VALLEY WATER'S PURIFIED WATER PROJECT

This Master Agreement (Agreement) is made and entered into as of July 1, 2024 (Effective Date), by and between the City of Santa Clara (City or Santa Clara), a chartered California municipal corporation, and the Santa Clara Valley Water District (Valley Water), an independent special district of the State of California. The City and Valley Water may be referred to individually as a Party, or collectively as Parties, to this Agreement.

RECITALS

A. The City is the co-owner of the San Jose-Santa Clara Regional Wastewater Facility (RWF).

B. On January 31, 2022, the Parties executed a Letter of Intent for Collaborating on the Expansion of Recycled and Purified Water in Santa Clara County (LOI). The LOI recognizes that future water supply will depend on the significant and rapid expansion of recycling treated wastewater from the RWF for non-potable uses including outdoor irrigation and industrial cooling, and the use of advanced purified recycled water for drinking water purposes.

C. On November 17, 2023, the Valley Water Board and Santa Clara City Council confirmed: (1) support for aggressively pursuing a joint water reuse project to meet local water supply needs, including both a demonstration and full-scale potable reuse facilities that is the largest size practicable within funding, environmental, and technical constraints; (2) support for the development of the feasibility study, demonstration facility and institutional arrangements, including lease and wastewater availability agreements, within two years; and (3) support for a coordinated public outreach program to ensure the success of a direct potable reuse project.

D. Valley Water desires to develop a process and facilities to purify treated wastewater for potable reuse, that may include (1) using purified water to replenish groundwater basins, an outcome commonly referred to as Indirect Potable Reuse, and/or (2) delivering the purified water with additional treatment directly to Valley Water's raw water or treated water sources and subsequent delivery to potable water consumers, an outcome commonly referred to as Direct Potable Reuse.

E. The Parties desire to negotiate in good faith to reach agreement on a Purified Water Project, which: (i) utilizes effluent from the RWF; (ii) secures rights on RWF land to construct, operate and maintain an expanded Silicon Valley Advanced Water Purification Center (SVAWPC) or a separate advanced water purification center; and (iii) secures approval to discharge of reverse osmosis concentrate associated with the expanded SVAWPC facilities or separate advanced water purification center into the RWF outfall.

F. The City anticipates it will incur certain staffing and consultant expenses relating to these support services. Valley Water agrees to remit adequate funds to fully reimburse the City for all costs incurred to provide the support services, as described in this Agreement.

G. The City also assisted Valley Water with the pipeline alignment for the Palo Alto

Indirect Potable Reuse project and is seeking reimbursement for the staff time spent.

Now, therefore, in consideration of the mutual promises set forth below, the Parties agree as follows:

AGREEMENT

1. Purpose

The purpose of this Agreement is to establish the basis and procedure for reimbursement by Valley Water for the costs and expenses incurred by City in the performance of support services in connection with the Purified Water Project, through the term of this Agreement.

2. Scope of Agreement

A. The Parties have agreed that the City will provide support services generally described in the Scope of Services, attached hereto as Exhibit A and incorporated into the Agreement by this reference (Scope of Services); the Parties furthermore agree that City shall provide such services to the extent necessary in its professional judgment and discretion to complete the tasks described in the Scope of Services, and to satisfy any regulatory, technical or similarly applicable requirements.

B. Nothing in this Agreement commits either Party to the implementation of any project, including without limitation, the RWF provision of wastewater, land or permission to discharge into the RWF outfall.

C. Nothing in this Agreement modifies the terms of any existing Agreement between the City and Valley Water.

3. Agreement Term; Termination

A. Term. The term of this Agreement commences on its Effective Date and expires two years after the Effective Date. The term of this Agreement shall be automatically extended for an additional period of one (1) year, not to exceed four (4) additional years, unless either party provides written notice of termination at least 180 days prior to the immediately preceding one-year renewal period.

B. Termination. Any Party may terminate this Agreement by providing thirty (30) days written notice to the other Party. The City shall send Valley Water a final invoice within sixty (60) days of the effective date of termination of this Agreement.

4. Reimbursement

A. The City shall provide Valley Water, on a quarterly basis, a written invoice for the work performed during the immediately previous three months. The invoice shall set forth the relevant period, the number of hours worked and the applicable hourly rates, a description of the reimbursable expenses incurred and the amount of such expenses, and documents supporting the reimbursable expenses.

B. Within 45 days of receipt of an invoice, Valley Water shall remit payment to City, subject to review and approval of Valley Water. Such approval shall not be unreasonably withheld.

5. Responsibilities of the Parties

A. Valley Water agrees to:

1. Ensure sufficient staff resources and consultant services are devoted to development and pursuit of the Scope of Services.

2. Provide all necessary studies, reports, plans, specifications, maps, and other documents to City in a timely manner, and allow the City at least 2 weeks for detailed review and comments, unless mutually agreed otherwise by the Parties.

3. Schedule meetings with 2 weeks advance notice and cognizant of City availabilities unless mutually agreed to otherwise by the Parties.

4. In collaboration with the City, review and respond to subsequent requests for additional information to complete the Scope of Services.

5. Work collaboratively with City staff and consultants retained by City to ensure timely discussion and review of the Purified Water Project tasks.

B. City agrees to:

1. Ensure sufficient staff resources and consultant services are devoted to City's responsibilities with respect to the Scope of Services, subject to the appropriation of funds by City's Council.

2. Review and provide comments on the Scope of Services and any amendments thereto within a timeframe mutually agreed to by the Parties.

3. Work collaboratively with Valley Water and its consultant, contractors, and agents to ensure timely discussion and review of Purified Water Project tasks associated with planning, design, and construction.

4. Once per quarter, submit invoices documenting costs incurred by the City and any consultants retained by City for review and approval by Valley Water.

6. Records Retention and Audit

A. The City agrees to make available for examination by Valley Water, subject to limitations established by state law, its authorized agents, officers, or employees, any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditures and disbursements invoiced to Valley Water or amounts deducted from the Funding Account. City shall also furnish to Valley Water, its authorized agents, officers or employees such other evidence or information as Valley Water may request with regard to any such expenditure or disbursement charged by City.

B. The City shall maintain full and adequate records to document the actual costs it incurs which are subject to reimbursement of the City's costs pursuant to this Agreement. City shall provide such assistance as may be reasonably requested in the course of such inspection.

7. Notices

Any and all notices required to be given to a Party hereunder shall be deemed to have been delivered upon deposit in the United States mail, postage prepaid, addressed to either of the Parties at the following address or such other address, or via e-mail with a written confirmation of receipt at the address(es) below, as is provided by either Party in writing:

City:

City of Santa Clara
Water and Sewer Utilities
Attention: Gary Welling, Director
1500 Warburton Avenue, Santa Clara, CA 95050
Phone: 408-615-2000
Email address: gwelling@santaclaraca.gov

Valley Water:

Santa Clara Valley Water District
Water Utility Enterprise
Attention: Kirsten Struve, Assistant Officer
5750 Almaden Expressway San Jose, CA 95118
Phone: (408) 630-3138
Email address: kstruve@valleywater.org

8. Severability

If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.

9. Mutual Indemnification

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

10. Governing Law and Compliance with Laws

The Parties agree that California law governs this Agreement. In the performance of this Agreement each Party will comply with all applicable laws, ordinances, codes and regulations of the

federal, state, and applicable local government.

11. Disputes

The Parties agree that they will work together in good faith to achieve the intent of this Agreement. In the event that a dispute arises as to the proper interpretation of the respective obligations and responsibilities of the Parties as described herein, or as to any other aspect of this Agreement, Valley Water and the City agree that they each will assign the appropriate individuals to meet and make good faith efforts to negotiate in order to arrive at a resolution of the dispute. If any legal action or other proceeding is commenced to enforce or interpret any provision of, or otherwise relating to, this Agreement, each Party shall bear the entirety of its own costs and expenses including but not limited to attorneys' fees.

12. Venue

In the event that suit is brought by any Party to this Agreement, the Parties agree that venue will be exclusively vested in the state courts of the County of Santa Clara, or if federal jurisdiction is appropriate, exclusively in the United States District Court, Northern District of California, San Jose, California.

13. Assignability

Parties will not assign this Agreement or any portion thereof to a third party without the prior written consent of the other Party.

14. Ownership of Materials

All reports, documents, technical data, findings, or other materials (collectively, the "Work Product") developed by City as part of this Agreement shall be the property of the City. Valley Water shall have right to the Work Product for Valley Water business, including, without limitation, further development of its water supply infrastructure.

This section shall not apply to any Work Product or documents or communications covered by attorney-client privilege.

15. Entire Agreement

This Agreement constitutes the entire agreement between the City and Valley Water with respect to the subject matter hereof and supersedes all prior offers and negotiations, oral and written. This Agreement may not be amended or modified in any respect except by an instrument in writing signed by authorized representatives of the Parties.

16. Counterparts and Electronic Signatures

This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, will be deemed to be an original, and all of which, taken together, will be deemed to be one and the same instrument. Unless otherwise prohibited by law or policy of a Party, the Parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term "electronic copy of a signed contract" refers to a writing as set forth in Evidence Code Section 1550. The term "electronically signed contract" means a contract that is executed by applying an electronic signature using technology approved by the City.

17. Nonwaiver

A Party's waiver of any term, condition, or covenant, or breach of any term, condition or covenant will not be construed as a waiver of any other term, condition or covenant.

18. Third Parties

This Agreement is entered into only for the benefit of the Parties executing this Agreement and not for the benefit of any other individual, entity, or person.

19. Debt Limitation

The City and Valley Water are both subject to laws or policies which limit their ability to incur debt in future years. Nothing in this Agreement shall constitute an obligation of future legislative bodies of the City or Valley Water to appropriate funds for purposes of this Agreement.

20. No Partnership or Agency

Nothing in this Agreement is intended to constitute a partnership between the Parties, or authorize either party to act as agent for the other, or authorize a party to act in the name or on behalf of or otherwise to bind the other in any way.

21. Exhibits

The following listed Exhibits are incorporated herein by this reference as though set forth in full:

Exhibit A - Scope of Services
Exhibit B - Schedule of Performance
Exhibit C - Compensation

IN WITNESS WHEREOF, the City and Valley Water have executed this Agreement on the Effective Date as defined in the introductory paragraph of this Agreement.

CITY OF SANTA CLARA
Approved as to Form:

Dated:_____

_____
GLEN R. GOOGINS
City Attorney
City of Santa Clara

CITY OF SANTA CLARA

Dated:_____

_____
JŌVAN D. GROGAN
City Manager
City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

APPROVED AS TO FORM FOR
SANTA CLARA VALLEY WATER DISTRICT:

By_____
BRIAN C. HOPPER
Sr. Assistant District Counsel

Date_____

SANTA CLARA VALLEY WATER DISTRICT

By_____
RICK L. CALLENDER, ESQ
Chief Executive Officer

Date_____

EXHIBIT A

SCOPE OF SERVICES

A. Background: The Purified Water Project

The Purified Water Project (Project) is part of Valley Water's strategy to respond to the multi-year drought and is consistent with Board direction to expand the County's recycled water supply. Valley Water's 2040 Water Supply Master Plan (WSMP) recommends developing at least 24,000 AFY of potable water reuse (above the current target of 33,000 AFY of non- potable reuse). Valley Water has developed a Countywide Water Reuse Master Plan (CoRe Plan) that has evaluated potable reuse expansion throughout Santa Clara County, including identifying options for achieving the WSMP's water reuse target.

The Project may include an expansion of the SVAWPC or a separate advanced water purification center to purify wastewater for potable reuse. The Project is anticipated to be designed in two phases: Phase I will include demonstration facilities and a visitors' center, and Phase II will include a full-scale advanced water purification facilities and conveyance infrastructure for a potable reuse. Valley Water and the Cities of San Jose and Santa Clara, as co-owners of the RWF, must resolve several key issues before possible expansion of the SVAWPC could proceed:

1. An expanded land lease of RWF lands;
2. Quantity, quality, and diversion point of source water (tertiary treated wastewater);
3. Private Activity impacts or limitations on indirect and direct potable reuse;
4. No negative impacts to the RWF ratepayers;
5. Management and disposal of reverse osmosis (RO) concentrate; and
6. Revised legal agreements (integration agreement, O&M, power, signage) associated with purified water production on RWF lands.

B. General Provisions

The Parties acknowledge the complexity of the project and the need for ongoing coordination of efforts; the Parties further agree to work in good faith to resolve the issues enumerated above and complete the tasks described below.

Valley Water agrees to provide adequate funding to reimburse the City for approved costs incurred in connection with the implementation of the project.

City agrees to use Valley Water funds only for direct project costs.

C. Description of Tasks

Task 1 – Attendance of Meetings

City will attend meetings with Valley Water, local, federal and state regulatory staff, to identify, discuss, and resolve issues, to establish priorities, and to review progress as needed. This includes development of a schedule for the execution of the needed agreements for Valley Water's planning purposes. These meetings will be used to further refine the principal terms to be included in various agreements that will establish

commitments for the above-listed key issues and legal aspects of a water purification facility.

Task 2 – Demonstration Facility and Visitors Center

City will review legal memoranda developed by Valley Water and/or its consultants in support of the development and implementation of a Demonstration Facility / Visitors Center. These activities will provide the legal foundation for agreements supporting the construction of these facilities, including but not limited to the following:

1. Facilities and land lease on RWF lands,
2. Specifications for diversion point of source water (tertiary treated wastewater),
3. Management and disposal of reverse osmosis (RO) concentrate;
4. Return point to RWF for RO Concentrate and waste streams;
5. Revised legal agreements (i.e., O&M, power, signage) associated with demonstration facilities / visitor's center on RWF lands; and
6. Support related to City Council and Valley Water Board approval of these Agreements.

Task 3 – Regulatory Coordination and Resolution of RO Concentrate Management and Disposal

The Cities of San Jose and Santa Clara, Valley Water, and applicable consultants will develop strategies for regulatory compliance with pertinent regulatory agencies, including the Regional Water Quality Control Board (RWQCB) on various permitting items including application of existing permit conditions and agency issues regarding RO concentrate management, National Pollutant Discharge Elimination System (NPDES) permitting, and potable reuse facility permitting.

City's work under this task may include, but is not limited to:

a) fulfillment of data requests and site access coordination,
b) review of studies prepared by Valley Water or its consultants pertaining to RO concentrate management including, but not limited to, assessing the feasibility of using the existing RWF outfall for RO concentrate discharge within the constraints of continued compliance with the City's NPDES limitations, and
c) participation in the evaluation and discussions of regulatory options for addressing RO concentrate management.

This task may require City, at City's sole discretion, to provide peer review, responding to regulatory agencies, consultant support services, and attendance at meetings, as appropriate, to discuss study outcomes.

Task 4 - Land Lease for Purification Facilities Adjacent to the SVAWPC

City and Valley Water will develop a revised Ground Lease Agreement and/or a new executable lease agreement option for buildable land to accommodate the Project and associated facilities. The lease agreement will include an option for additional facilities for technical demonstration, educational outreach and training activities associated with purified water. In addition to development of the lease, City work under this task may include, but is not limited to: support and coordination regarding remediation of hazardous materials, regulatory permitting support, coordination of site entry, permission to sample, and support of materials registration.

Task 5 – Development of Agreements

City will review legal memoranda developed by Valley Water and/or its consultants in support of Project development and implementation. These activities will provide the legal foundation for agreements supporting purified water facility construction and production, including but not limited to the following:

1. Specifications for diversion point of source water (tertiary treated wastewater),
2. Management and disposal of reverse osmosis (RO) concentrate;
3. Return point to RWF for RO Concentrate and waste streams;
4. Revised legal agreements (i.e., O&M, power, signage) associated with purified water production on RWF lands;
5. Development and review of Project Funding Agreements; and
6. Support related to City Council and Valley Water Board approval of these Agreements.

Task 6 - Quantity and Quality of Tertiary Treated Wastewater for Expanding Advanced Water Purification Capabilities

City and Valley Water have met and discussed the quality of source water for an expanded facility. City and Valley Water will meet to identify and discuss the quantity of source water for an expanded facility, and the period source water will be made available to Valley Water.

Task 7 - Regulatory Coordination

City will work with Valley Water and their consultants, as appropriate, to develop strategies for and attend meetings with pertinent regulatory agencies (RWQCB) to discuss existing permit conditions and agency issues regarding potential impacts of RO concentrate management. This task may require City staff to respond to regulatory agencies, provide supporting information, and participate in the development and review of follow-up studies.

Task 8 – Technical Support and Coordination

City shall provide technical support and coordinate with Valley Water to support the Project development and implementation. City, with necessary consultant services, will review engineering, environmental, regulatory, and technical memoranda and reports developed by Valley Water and/or its consultants in support of Purified Water Project development. This task includes general project coordination during the design, construction, and post-construction phases and work activities and coordination associated with, but not limited to:

1. Tie-in Connections at RWF for RO concentrate, waste streams, and tertiary effluent pipelines;
2. Site boundaries and surveys;
3. RWF water quality sampling, as needed;
4. Existing utility identification and connections;
5. Current and historical water quality information;
6. Effluent water samples for additional testing; and
7. As-Built drawings of the RWF.

Task 9 – Evaluate Private Activity Limitations

This task may require contracting with third-party bond counsel, attendance of meetings for strategy development with Valley Water staff, Valley Water preparation of a project description, scope, functionality, and terms of potable reuse, as necessary, for bond counsel to determine impacts and viability, preparation of documents by City and Valley Water staff, or consultants, as applicable.

Task 10 – Pipeline Alignment

City will review preliminary pipeline alignments and provide information, as requested by Valley Water staff to assist in development of the pipeline design. Requested information may include but not be limited to as-built drawings, street moratorium information, project drawings, and existing utility information.

City will promptly review applications and promptly issue encroachment permits for exploratory boring investigations along the preferred alignment during the planning phase.

EXHIBIT B

SCHEDULE OF PERFORMANCE

The Parties will mutually agree to the schedule to perform tasks under this Agreement. Parties agree to perform tasks in a reasonable amount of time.

During the first year of this Agreement, the parties shall complete the following tasks:

Demonstration and Visitors Center

1. Approval of Facilities and Land Lease Agreement to support the Demonstration and Visitors Center
2. Specifications for diversion point for source water to support the Demonstration and Visitors Center
3. Specifications for return point for ROC to support the Demonstration and Visitors Center
4. Amendment of current or new agreements to support Demonstration and Visitors Center

Within thirty days prior to the end of each year in the term of this Agreement, the Parties shall meet and confer to develop and finalize a schedule for Tasks to be completed and/or milestones met in the upcoming year. This updated schedule shall be approved in a writing signed by the designated representative of each Party. Such executed schedule shall amend this Exhibit-B and be binding upon the Parties.

EXHIBIT C

COMPENSATION

Not to Exceed Amount: $350,000. Valley Water funding for this Agreement will not exceed $350,000 unless increased through a written amendment to this Agreement signed by both parties.

Hourly Rates: Valley Water will compensate City at the hourly rates in Exhibit C.1 of this Agreement. Notwithstanding anything to the contrary, these hourly rates are valid at the time of execution but may be subject to increase following each new fiscal year.

Reimbursable Expenses: Valley Water will reimburse for expenses subject to the following:

The following expenses are reimbursable to the extent City documents to Valley Water's satisfaction that they were incurred in performing the work required by Exhibit A:

- the cost of City's Consultant services supporting the Purified Water Program.
- the cost of mailing, shipping and/or delivery of documents or products to Valley Water.
- the cost of photographing, reproducing and/or copying.
- telephone and fax charges.
- the rental of any specialized equipment to the extent Valley Water has preapproved, in writing, the cost of such rental.

Quarterly Report (Enterprise Fund): Every three months, the City shall provide Valley Water a report for the work performed during the immediately previous three months as specified under Section 4(A) of the Agreement.

Quarterly Invoice (General Fund): Every three months, the City shall provide Valley Water with an invoice for the work performed during the immediately previous three months as specified under Section 4(B) of the Agreement.

EXHIBIT C.1

SCHEDULE OF CHARGES

The following City staff positions are anticipated to be necessary to provide support services under this Agreement. Additional or alternative positions may be necessary throughout the Agreement. The rates will be subject to change based on City's salary schedules approved by City Council. The rates may be subject to change following each new fiscal year beginning July 1 and ending June 30.

Position Job	Code	Rate (FY25)
Director of Water and Sewer Utilities	102	$282.74/hr.
Assistant Director of Water and Sewer Utilities	014	$229.08/hr.
Utility Operations Engineer	155	$150.15/hr.
Senior Civil Engineer	322	$175.05/hr.
Senior Management Analyst	742	$133.72/hr.
Principal Engineer	142	$201.15/hr.
Associate Civil Engineer	321	$146.16/hr.
Assistant Director of Public Works/City Engineer	71	$239.64/hr.
Public Works Inspector	680	$122.51/hr.

24-511 Agenda Date: 9/24/2024

REPORT TO COUNCIL

SUBJECT
Action on an Agreement with Kimley-Horn and Associates, Inc. for Planning Professional Services and an Agreement with BKF Engineers for Design Professional Services for the De La Cruz Boulevard, Lick Mill Boulevard, and Scott Boulevard Bikeway Improvements Project

COUNCIL PILLAR
Deliver and Enhance High-Quality Efficient Services and Infrastructure

BACKGROUND
On October 10, 2023, City Council accepted Federal Community Project Funding in the amount of $2.725 million and established a new project for the De La Cruz Boulevard, Lick Mill Boulevard, and Scott Boulevard Bikeway Improvements Project (Project). The Project scope of work includes traffic review, design concept analysis, public outreach, design, and construction of bicycle facilities on the following corridors: 1) De La Cruz Boulevard from Montague Expressway to Trimble Road, 2) Lick Mill Boulevard from Tasman Drive to Montague Expressway, and 3) Scott Boulevard from the Calabazas Creek Trail to Saratoga Avenue (Attachment 1). The goal is to enhance safety, improve mobility, and reduce vehicle emissions by implementing high priority bicycle projects identified in the Santa Clara Bicycle Plan, while connecting local residential communities, schools, libraries, and major employers within Santa Clara. It is important to note that as part of the design concept analysis, vehicle lane and/or parking removals will be studied, and neighborhood outreach will also be conducted as these corridors do not have sufficient roadway space to accommodate new bicycle facilities.

The Project will be completed in two phases. Phase 1 design services include a consultant-led study involving community, City commission(s)/committee(s), and Council input; development of a program plan and schematic design options, and preparation of cost estimates. Phase 2 design services will involve the consultant producing Plans, Specifications, and Engineer's Estimate, preparing bid documents, obtaining permits, and assisting with bid/pre-construction and construction/post-construction activities.

DISCUSSION
Pursuant to City Code Section 2.105.140(c) and State laws governing procurement of architectural and engineering services, the City followed a qualifications-based selection process. Under this process, proposers are evaluated based on their demonstrated competence and qualifications, and the most qualified proposer(s) is selected, subject to the negotiation of fair and reasonable compensation.

On May 30, 2024, the City published a Statement of Qualifications (SOQ) to solicit proposals from

qualified firms to provide planning and design professional services. The SOQ was published on the City's e-procurement platform and was structured to allow for the submission of proposals for two different phases. The phases are as follows:

- Phase 1: Planning Professional Services
- Phase 2: Design Professional Services

In addition to the notifications sent via the City's e-procurement platform, staff directly notified civil engineering and other consulting firms who had viewed similar projects in the past.

Phase 1: Planning Professional Services
A total of three proposals were received for Phase 1: Planning Professional Services from the following firms:

- BKF Engineers (BKF)
- Hexagon Transportation Consultants, Inc. (Hexagon)
- Kimley-Horn and Associates, Inc. (Kimley-Horn)

The proposals were reviewed and evaluated by a three-member evaluation team composed of staff from the Department of Public Works' Design and Traffic Engineering divisions. After evaluation, the City conducted a Best and Final Offer (BAFO) with the highest ranked proposer, Kimley-Horn, to memorialize clarifications and provide a final opportunity to revise their cost proposal.

Staff recommends awarding the agreement for Phase 1 to Kimley-Horn. Kimley-Horn demonstrated a strong understanding of the Project and provided an excellent approach to investigating and resolving the issues outlined in the SOQ. Also, Kimley-Horn has extensive transportation planning experience working in the Bay Area and has successfully completed similar projects in the past.

Under the proposed agreement with Kimley-Horn (Attachment 2), the scope of services will include planning professional services, which generally includes extensive public outreach, review of existing conditions, parking and traffic analyses, development of conceptual options, and the preparation of a final report for the Project. The final report will identify options for possible bicycle improvements to expand the existing bicycle network, fill in gaps, provide greater connectivity to public transportation, increase mobility, and encourage the public to adopt more sustainable modes of transportation.

Phase 2: Design Professional Services
The City received one proposal for Design Professional Services from BKF Engineers (BKF). Their proposal was reviewed and evaluated by staff from the Department of Public Works' Design and Traffic Engineering divisions, who determined that it met the SOQ requirements. The City also conducted a BAFO to memorialize clarifications and provide a final opportunity for BKF to revise their cost proposal.

Staff recommends awarding the agreement for Phase 2 to BKF. BKF demonstrated a strong understanding of the Project and provided an excellent approach to investigating and resolving the issues outlined in the SOQ. Also, BKF has extensive design experience working in the Bay Area and has successfully completed similar projects in the past.

Under the proposed agreement with BKF (Attachment 3) the scope of services will include design

professional services which generally includes preliminary engineering, design, preparation of construction documents, bid support, engineering services during construction, and project close-out.

Agreement Terms
Both agreements have an initial two-year term, with compensation fixed at not-to-exceed limits. For the agreement with Kimley-Horn, the maximum compensation is not-to-exceed $552,685. For the agreement with BKF, the maximum compensation is not-to-exceed $762,812. If the Project is not completed during the initial term, each agreement includes four additional one-year options to extend the term.

Prevailing wages are included in these agreements.

ENVIRONMENTAL REVIEW
This action is for professional services and the action being considered does not constitute a “Project” within the meaning of the California Environmental Quality Act ("CEQA") Guidelines section 15378 as the action being considered does not commit the City to undertake Project and future discretionary approvals are required by the City to approve Project for construction. Environmental review in accordance with CEQA will occur as part of the design and approval process. As a recipient of federal grant funding, the Project is also required to be reviewed in accordance with the National Environmental Policy Act (NEPA).

FISCAL IMPACT
The proposed Planning Professional Services Agreement with Kimley-Horn is for a total not-to-exceed amount of $552,685. This amount includes $480,596 for basic services and $72,089 for additional services. The proposed Design Professional Services Agreement with BKF is for a total not-to-exceed amount of $762,812. This amount includes $663,315 for basic services and a contingency of $99,497 for additional services.

Funding for these agreements is available in the Streets and Highways Capital Fund in the De La Cruz Boulevard, Lick Mill Boulevard, and Scott Boulevard Bikeway Improvements Project.

COORDINATION
This report has been coordinated with the Finance Department and the City Attorney’s Office.

PUBLIC CONTACT
Public contact was made by posting the Council agenda on the City’s official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City’s website and in the City Clerk’s Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk’s Office at (408) 615-2220, email clerk@santaclaraca.gov <mailto:clerk@santaclaraca.gov> or at the public information desk at any City of Santa Clara public library.

RECOMMENDATION
1. Authorize the City Manager to negotiate and execute an agreement with Kimley-Horn and Associates, Inc. to provide planning professional services for the De La Cruz Boulevard, Lick Mill Boulevard, and Scott Boulevard Bikeway Improvements project for an initial two-year term with maximum compensation not-to-exceed $552,685, in a final form approved by the City Attorney;

2. Authorize the City Manager to negotiate and execute an agreement with BKF Engineers to provide design professional services for the De La Cruz Boulevard, Lick Mill Boulevard, and Scott Boulevard Bikeway Improvements project for an initial two-year term with maximum compensation not-to-exceed $762,812, in a final form approved by the City Attorney; and
3. Authorize the City Manager to negotiate and execute amendments to both agreements to make modifications as required and extend the term for up to four additional one-year terms, subject to the compensation limits, and appropriation of funds, in final forms approved by the City Attorney.

Reviewed by: Craig Mobeck, Director of Public Works
Approved by: Jovan D. Grogan, City Manager

ATTACHMENTS
1. Bicycle Improvements Project Location Map
2. Draft Agreement with Kimley-Horn and Associates, Inc.
3. Draft Agreement with BKF Engineers

Attachment 1

De La Cruz, Lick Mill, and Scott Bikeway Planning Projects

City of Santa Clara
The Center of What's Possible


Lick Mill Bl
De La Cruz Bl
Scott Bl
Scott Bl
Tasman Dr
Montague Expwy
W. Trimble Rd
Arques Ave
Kifer Rd
Central Expwy
Central Expressway
Walsh Av
Walsh Avenue
Monroe St
Martin Av
Martin Avenue
San Tomas Expwy
El Camino Real
CA 82
Benton St
Benton Street
Coleman Av
Saratoga Ave
Santa Clara
Lick Mill
Champion
Baypointe
Tasman
River Oaks
Agnew
Orchard
Bonaventura
Component
Sunnyvale
Reamwood
Old Ironsides
Great America
California's Great America
Mission College
Related Santa Clara
Santa Clara-Great America
Cisco Way
Cisco Systems
Mobile Home Park
Lakeside Drive
Bayshore Freeway
Hope Drive
Bassett Street
Aldo Avenue
Orchard Parkway
Junction Avenue
Zanker Road
Bering Drive
O'Nel Drive
Karina
Caltrain Peninsula Subdivision
Monroe Street
Cabrillo Avenue
Calabazas Boulevard
Bowers Avenue
Los Padres Boulevard
Reed Street
Warburton Avenue
Anna Drive
Maryann Drive
Lincoln Street
Park Avenue
Coleman Highline
San José Mineta International Airport
Santa Clara University
Santa Clara Mission Cemetery
Central Park
Skyp
Drive Over
Adobe Wells
Guadalupe River
Calabazas Creek
Up Coast Subdivision
San Jose
Seely Ave
Rio Robles
Tasman Drive
Lafayette Street
Oracle
Mission College
Sunnyvale
Santa Clara
Walsh Avenue
Martin Avenue
Benton Street
Warburton Avenue
Reed Street
Cabrillo Avenue
Anna Drive
Lincoln Street
Park Avenue
Coleman Avenue
Central Expressway
Bayshore Freeway
West Trimble Road
Hope Drive
Aldo Avenue
Bassett Street
Orchard Parkway
Junction Avenue
Zanker Road
Bering Drive
O'Nel Drive
Karina
Component
Bonaventura
Orchard
Montague Expwy
River Oaks
Cisco Way
Cisco Systems
Mobile Home Park
Baypointe
Champion
Tasman
Lick Mill
Santa Clara-Great America
Reamwood
Old Ironsides
Great America
Adobe Wells
California's Great America
Mission College
Related Santa Clara
Agnew
Oracle
Lakeside Drive
Bayshore Freeway
Hope Drive
Bassett Street
Aldo Avenue

EBIX Insurance No. *S20000_____

AGREEMENT FOR DESIGN PROFESSIONAL SERVICES BETWEEN THE CITY OF SANTA CLARA, CALIFORNIA, AND KIMLEY-HORN AND ASSOCIATES, INC.

PREAMBLE

This Agreement is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Kimley-Horn and Associates, Inc., a North Carolina corporation, (Consultant). City and Consultant may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

A. City desires to secure the design professional services more fully described in this Agreement, at Exhibit A1, entitled "Scope of Services";

B. "Design professional" includes licensed architects, licensed landscape architects, registered professional engineers and licensed professional land surveyors;

C. Consultant represents that it, and its subcontractors, if any, have the professional qualifications, expertise, necessary licenses and desire to provide certain goods and/or required services of the quality and type which meet objectives and requirements of City; and,

D. The Parties have specified herein the terms and conditions under which such services will be provided and paid for.

The Parties agree as follows:

AGREEMENT TERMS AND CONDITIONS

1. AGREEMENT DOCUMENTS

The documents forming the entire Agreement between City and Consultant shall consist of these Terms and Conditions and the following Exhibits, which are hereby incorporated into this Agreement by this reference:

Exhibit A1 – Scope of Services

Exhibit A2 – Project Images

Exhibit A3 – Milestones and Deadlines

Exhibit B1 – Schedule of Fees

Exhibit B2 – Fees by Task

Exhibit C – Insurance Requirements

Exhibit D – Labor Compliance Addendum

Exhibit E - Title VI Assurances

Exhibit F – Notice of Exercise of Option to Extend Agreement Form

This Agreement, including the Exhibits set forth above, contains all the agreements, representations and understandings of the Parties, and supersedes and replaces any previous agreements, representations and understandings, whether oral or written. In the event of any inconsistency between the provisions of any of the Exhibits and the Terms and Conditions, the Terms and Conditions shall govern and control.

2. TERM OF AGREEMENT

A. Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the Initial Term of this Agreement shall begin on September 25, 2024 and terminate on September 30, 2026.

B. After the Initial Term, the City reserves the right, at its sole discretion, to extend the term of this Agreement for up to four (4) additional one-year terms through September 30, 2030 (“Option Period”), subject to budget appropriation. See Exhibit F for Notice of Exercise of Option to Extend Agreement Form.

3. SCOPE OF SERVICES & PERFORMANCE SCHEDULE

Consultant shall perform those Services specified in Exhibits A1 within the time stated in Exhibit A3. Time is of the essence. Times for performance shall be extended, as mutually agreed, for delays which are caused by reason of any factor outside of its reasonable control, including but not limited to natural disasters, epidemics, pandemics, quarantine restrictions, adverse weather, or acts of the City, third parties, or governmental agencies.

A. All reports, costs estimates, plans and other documentation which may be submitted or furnished by Consultant shall be approved and signed by an appropriate qualified licensed professional in the State of California.

B. The title sheet for specifications and reports, and each sheet of plans, shall bear the professional seal, certificate number, registration classification, expiration date of certificate and signature of the design professional responsible for their preparation.

4. WARRANTY

Consultant's services covered by this Agreement shall conform to the specifications, requirements and instructions upon which this Agreement is based. Consultant agrees to promptly replace or correct any incomplete, inaccurate or defective Services at no further cost to City when defects are due to the negligence, errors or omissions of Consultant. If Consultant fails to promptly correct or replace materials or services, City may make corrections or replace materials or services and charge Consultant for the cost incurred by City.

5. QUALIFICATIONS OF CONSULTANT - STANDARD OF CARE

Consultant represents and maintains that is qualified in the professional calling necessary to perform the Services, and its duties and obligations, expressed and implied, contained herein, and City expressly relies upon Consultant's representations regarding its skills and knowledge. Consultant shall perform such Services and duties in conformance to and consistent with the professional standards firms in the same discipline in the State of California.

6. COMPENSATION AND PAYMENT

In consideration for Consultant's complete performance of Services, City shall pay Consultant for all materials provided and Services rendered by Consultant in accordance with Exhibit B1, entitled "SCHEDULE OF FEES." The maximum compensation of this Agreement is specified in Section 1 of Exhibit B1, subject to budget appropriations, which includes all payments that may be authorized for Services and for expenses, supplies, materials and equipment required to perform the Services. All work performed or materials provided in excess of the maximum compensation shall be at Consultant's expense. Consultant shall not be entitled to any payment above the maximum compensation under any circumstance.

7. TERMINATION

A. Termination for Convenience. City shall have the right to terminate this Agreement, without cause or penalty, by giving not less than Thirty (30) days' prior written notice to Consultant.

B. Termination for Default. If Consultant fails to perform any of its material obligations under this Agreement, in addition to all other remedies provided by law, City may terminate this Agreement immediately upon written notice to Consultant.

C. Upon termination, each Party shall assist the other in arranging an orderly transfer and close-out of services. As soon as possible following the notice of termination, but no later than ten (10) days after the notice of termination, Consultant will deliver to City all City information or material that Consultant has in its possession.

D. The Consultant shall have the right to terminate this agreement upon ten days written notice to the City upon breach by City of its material obligations by the City under this Agreement. In the event of termination, the Consultant shall be paid for all services performed up to the effective date of the termination.

8. ASSIGNMENT AND SUBCONTRACTING

City and Consultant bind themselves, their successors and assigns to all covenants of this Agreement. This Agreement shall not be assigned or transferred without the prior written approval of City. Consultant shall not hire subcontractors without express written permission from City.

Consultant shall be as fully responsible to City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Consultant is for the acts and omissions of persons directly employed by it.

9. NO THIRD PARTY BENEFICIARY

This Agreement shall not be construed to be an agreement for the benefit of any third party or parties and no third party or parties shall have any claim or right of action under this Agreement for any cause whatsoever.

10. INDEPENDENT CONSULTANT

Consultant and all person(s) employed by or contracted with Consultant to furnish labor and/or materials under this Agreement are independent Consultants and do not act as agent(s) or employee(s) of City. Consultant has full rights to manage its employees in their performance of Services under this Agreement.

11. CONFIDENTIALITY OF MATERIAL

All ideas, memoranda, specifications, plans, manufacturing procedures, data, drawings, descriptions, documents, discussions or other information developed or received by or for Consultant and all other written information submitted to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant and shall not, without the prior written consent of City, be used for any purposes other than the performance of the Services nor be disclosed to an entity not connected with performance of the Services. Nothing furnished to Consultant which is otherwise known to Consultant or becomes generally known to the related industry shall be deemed confidential.

12. OWNERSHIP OF MATERIAL

All material, which shall include, but not be limited to, data, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests,

maps, calculations, photographs, reports, designs, technology, programming, works of authorship and other material developed, collected, prepared or caused to be prepared under this Agreement shall be the property of City but Consultant may retain and use copies thereof. City shall not be limited in any way or at any time in its use of said material. However, Consultant shall not be responsible for damages resulting from the use of said material for work other than Project, including, but not limited to, the release of this material to third parties.

13. RIGHT OF CITY TO INSPECT RECORDS OF CONSULTANT

City, through its authorized employees, representatives or agents shall have the right during the term of this Agreement and for four (4) years from the date of final payment for goods or services provided under this Agreement, to audit the books and records of Consultant for the purpose of verifying any and all charges made by Consultant in connection with Consultant compensation under this Agreement, including termination of Consultant. Consultant agrees to maintain sufficient books and records in accordance with generally accepted accounting principles to establish the correctness of all charges submitted to City. Any expenses not so recorded shall be disallowed by City. Consultant shall bear the cost of the audit if the audit determines that there has been a substantial billing deviation in excess of five (5) percent adverse to the City.

Consultant shall submit to City any and all reports concerning its performance under this Agreement that may be requested by City in writing. Consultant agrees to assist City in meeting City's reporting requirements to the State and other agencies with respect to Consultant's Services hereunder.

14. HOLD HARMLESS/INDEMNIFICATION

To the extent permitted by law, Consultant agrees to protect, defend, hold harmless and indemnify City, its City Council, commissions, officers, employees, volunteers and agents from and against any claim, injury, liability, loss, cost, and/or expense or damage, including all costs and attorney's fees in providing a defense to any such claim or other action, and whether sounding in law, contract, tort, or equity, to the extent arising out of, pertaining to, or related to the negligence, recklessness, or willful misconduct of the Consultant, its employees, subcontractors, or agents in the performance, or non-performance, of Services under this Agreement.

15. INSURANCE REQUIREMENTS

During the term of this Agreement, and for any time period set forth in Exhibit C, Consultant shall provide and maintain in full force and effect, at no cost to City, insurance policies as set forth in Exhibit C.

16. WAIVER

Consultant agrees that waiver by City of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement. Neither City's review, acceptance nor payments for any of the Services required under this Agreement shall be constructed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

17. NOTICES

All notices to the Parties shall, unless otherwise requested in writing, be sent to City addressed as follows:

City of Santa Clara
Attention: Department of Public Works – Traffic Division
1500 Warburton Avenue
Santa Clara, CA 95050
and by e-mail at schan@santaclaraca.gov

And to Consultant addressed as follows:

Kimley-Horn and Associates, Inc.
Attn: Adam Dankberg
10 S. Almaden Blvd
Suite 1250
San Jose, CA 95113
and by e-mail at adam.dankberg@kimley-horn.com

The workday the e-mail was sent shall control the date notice was deemed given. An e-mail transmitted after 1:00 p.m. on a Friday shall be deemed to have been transmitted on the following business day.

18. COMPLIANCE WITH LAWS

Consultant shall comply with all applicable laws and regulations of the federal, state and local government, including but not limited to "The Code of the City of Santa Clara, California" ("SCCC"). In particular, Consultant's attention is called to the regulations regarding Campaign Contributions (SCCC Chapter 2.130), Lobbying (SCCC Chapter 2.155), Minimum Wage (SCCC Chapter 3.20), Business Tax Certificate (SCCC section 3.40.060), and Food and Beverage Service Worker Retention (SCCC Chapter 9.60), as such Chapters or Sections may be amended from time to time or renumbered. Additionally Consultant has read and agrees to comply with City's Ethical Standards (http://santaclaraca.gov/home/showdocument?id=58299).

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19. CONFLICTS OF INTEREST

Consultant certifies that to the best of its knowledge, no City officer, employee or authorized representative has any financial interest in the business of Consultant and that no person associated with Consultant has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement. Consultant is familiar with the provisions of California Government Code section 87100 and following, and certifies that it does not know of any facts which would violate these code provisions. Consultant will advise City if a conflict arises.

20. FAIR EMPLOYMENT

Consultant shall not discriminate against any employee or applicant for employment because of race, sex, color, religion, religious creed, national origin, ancestry, age, gender, marital status, physical disability, mental disability, medical condition, genetic information, sexual orientation, gender expression, gender identity, military and veteran status, or ethnic background, in violation of federal, state or local law.

21. NO USE OF CITY NAME OR EMBLEM

Consultant shall not use City's name, insignia, or emblem, or distribute any information related to services under this Agreement in any magazine, trade paper, newspaper or other medium without express written consent of City.

22. GOVERNING LAW AND VENUE

This Agreement shall be governed and construed in accordance with the statutes and laws of the State of California. The venue of any suit filed by either Party shall be vested in the state courts of the County of Santa Clara, or if appropriate, in the United States District Court, Northern District of California, San Jose, California.

23. SEVERABILITY CLAUSE

In case any one or more of the provisions in this Agreement shall, for any reason, be held invalid, illegal or unenforceable in any respect, it shall not affect the validity of the other provisions, which shall remain in full force and effect.

24. AMENDMENTS

This Agreement may only be modified by a written amendment duly authorized and executed by the Parties to this Agreement.

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25. COUNTERPARTS

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

The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form:

GLEN R. GOOGINS
City Attorney

Dated: _____

JŌVAN D. GROGAN
City Manager
City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

KIMLEY-HORN AND ASSOCIATES, INC.
a North Carolina corporation

Dated: _____
By (Signature): _____
Name: _____
Title: _____
Principal Place of Business Address: _____
Email Address: _____
Telephone: ( ) _____
Fax: ( ) _____

"CONSULTANT"

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EXHIBIT A1
SCOPE OF SERVICES

The following Scope of Services defines the services and responsibilities of Consultant and City for professional and engineering services for bicycle facility planning services for Phase 1 of the De La Cruz, Lick Mill, Scott Boulevards Bicycle Improvement Project (Project).

The Scope of Services, including Exhibit A1 and Consultant's proposal response dated June 27, 2024 and BAFO response dated August 2, 2024 provide context, supplemental information, and are incorporated by reference to the extent not inconsistent with the Agreement.

1. GENERAL INFORMATION

1.1. Consultant will provide professional and engineering services for bicycle facility planning, and design for Phase 1 of the De La Cruz, Lick Mill, Scott Boulevards Bicycle Improvement Project (Project). Phase 1 of the project generally involves preparation of Traffic Analyses, Design Concepts, and Public Outreach.

1.2. The Scope of Work includes bicycle facility planning and design for the construction of multiple corridors throughout the City in alignment with the City's Bicycle Master Plan. Based on results of studies performed by the Consultant through the services, bicycle facilities are planned to be implemented through roadway space reallocation (lane width modification), roadway reconfiguration (lane removal), and/or parking removal. The Project corridors include the following three locations (refer to Exhibit A2, Corridor Images):

1.2.1. Project Location 1 includes De La Cruz Boulevard between Montague Expressway and W. Trimble Road

1.2.2. Project Location 2 includes Lick Mill Boulevard between Tasman Drive and Montague Expressway

1.2.3. Project Location 3 includes Scott Boulevard between Arques Avenue (City Border) and Saratoga Avenue

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1.3. Details for each Project location are in Table A1 below:

Table A1: Project Corridor Table

Project Corridor				Study		
Roadway	**From**	**To**	**Bike Facility Type**	**Road Reallo-cation**	**Lane Removal**	**Parking Removal**
Project Location 1						
De La Cruz Blvd	Montague Expwy	Montague Park	Class II or IIB	X	X	X
De La Cruz Blvd	Montague Park	W. Trimble Rd	Class II, IIB, or IV	X	X	X
Project Location 2						
Lick Mill Blvd	Tasman Dr	Laird Circle (S)	Class IIB or IV		X	X
Lick Mill Blvd	Laird Circle (S)	Montague Expwy	Class IIB or IV		X	X
Project Location 3						
Scott Blvd	Arques Ave (City Border)	Central Expwy	Class IIB	X		
Scott Blvd	Central Expwy	Martin Ave	Class IIB	X	X	
Scott Blvd	Martin Ave	Monroe St	Class II or IIB	X	X	
Scott Blvd	Monroe St	Homestead Rd	Class II or IIB	X	X	X
Scott Blvd	Homestead Rd	Saratoga Ave	Class II or IIB	X	X	X

1.4. Services shall be provided for Phase 1: Planning Phase (Studies)

1.5. City Assumptions

Consultant shall consider the City's following assumptions when reviewing the Scope of Services and preparing proposal:

1.5.1. The City's intent for the construction of Project is primarily signing and striping improvements within existing city ROW.

1.5.2. The City does not anticipate significant traffic signal modifications, pedestrian improvements (e.g. curb ramps or bulb-outs), median island

modifications, or other intersection upgrades under this Project. If it is necessary to align construction costs with funding availability, striping may transition and change as necessary at intersections.

1.5.3. It is anticipated that the street pavement will require a preparatory slurry seal prior to placement of striping, and significant pavement rehabilitation is not expected for the Project.

1.5.4. Should a Preferred Alternative include Class IV facilities with physical separation, the physical separations should be assumed to be Class 1 flexible delineators and not concrete hardscape.

1.5.5. It is assumed that required design information for roadway geometry under Phase 1 can be obtained by Consultant through record research and site visits; topographical surveying or aerial photogrammetry are not anticipated to be required for the Project.

1.5.6. It is assumed that all three (3) Project Locations identified in Table 1 would be administered under one (1) construction contract.

1.5.7. The Project deadlines must be met to comply with the Federal Earmark funding requirements. See Exhibit A3 for Project deadlines and milestones. **The Federal Earmark Funding construction funding obligation deadline (Caltrans E-76 approval) is September 30, 2025.**

2. PROJECT TASKS FOR PHASE 1: PLANNING PHASE (STUDIES)

2.1. <u>Phase 1: Task 1: Project Management</u> - Refer to the table below for tasks and deliverables for Phase 1: Task 1 Consultant will be responsible for.

Task #	Task Description	Task Activities
1	**Project Management**	
1.1	Project Kick-Off Meeting	Upon receipt of a written “Authorization to Proceed” from the City, Consultant shall hold a kick-off meeting with City staff to review Project scope, schedule, and critical path with the City staff.

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Task #	Task Description	Task Activities
1.2	Project Management	Consultant shall conduct bi-weekly Project meetings. The duration of Phase 1 is assumed to be six months. Therefore, up to 12 bi-weekly 30-minute meetings are assumed. Two additional months, and four (4) bi-weekly 30-minute meetings, are also assumed for outreach coordination during the Phase 2 design. Consultant will document call notes, actions items and key decisions in a SharePoint-based project tracker. Monthly progress reports and invoices shall be sent by the Consultant to the City Project Manager. Invoices shall be divided by Project location and task. The duration of this Task is from Notice to Proceed until the completion of the Phase 1 Planning Study.
Task 1 Deliverables		
1.1	Meeting agenda and minutes	
1.2	Biweekly meeting minutes and action items, and monthly progress reports, and invoice	

2.2. **<u>Phase 1: Task 2: Outreach Strategy And Implementation</u>** - Refer to the table below for tasks and deliverables for Phase 1: Task 2 Consultant will be responsible for.

Note: All surveys, events, and meetings shall be publicly noticed by Consultant. All public notices shall be provided in English, Chinese, and Spanish – the three primary languages spoken at home in Santa Clara. Translation shall be provided by Consultant. Translators and sign language interpreters shall be available at events and meetings if requested by City based on public request(s), to be arranged by Consultant. Up to $7,500 of translation and interpretation services are included in this scope of services, which is anticipated to be sufficient for translation of public notices and meeting materials as well as interpretation at limited events upon request. Translation and interpretation cost beyond the allocated amount would require additional budget. All public notices shall be sent three weeks prior to the date of meeting, event, etc.

Task #	Task Description	Task Activities
2	**Outreach and Strategy Implementation**	
2.1	Project Promotion	Consultant shall: (a) Create content to be placed on a Project website that will be hosted by the City to promote outreach and education materials, document meetings, announce public events, and provide a forum for the public to submit comments. Consult will create a communications toolkit for meeting notification that will include social media content. City will be responsible for posting and dissemination of content. (b) Create and monitor a Project phone number and email address for the public to submit voicemail and/or email comments. A Project phone number will ensure members of the public who do not have a smart phone, computer, or internet access have a method for providing comments. (c) Create and produce up to ten (10) roadway signs with Project information to be placed along each Project corridor on street pole lights. The signs must be 24-inch x 24-inch printed on corrugated plastic or engineer grade reflective vinyl coated with 1160 graffiti film and applied to 0.080-inch aluminum. Sign material to be determined in consultation with City staff. Signs shall be constructed without sharp edges. (d) Public-facing project promotion materials will be translated into Chinese and Spanish.
2.2	Community Surveys	Consultant shall create up to one (1) online community survey to obtain additional public input. The survey shall be used in addition to the website, phone number, and community outreach events and shall align with the community meetings. Survey will be translated into Spanish and Chinese. The results of community surveys shall be summarized and analyzed.

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Task #	Task Description	Task Activities
2.3	Outreach Events	Consultant shall conduct outreach of up to three (3) public events and/or pop-up events (i.e. farmer's market, Earl R. Carmichael Park, and Art & Wine festival), in order to inform the community about the Project and solicit feedback from the community about the conceptual design alternatives. Consultant shall take photographs of public interaction during the events. It is assumed that the outreach events will occur in Outreach round 1. One event may be substituted with a City Council Study Session at the City's discretion. Note that the City Council Study Session is separate from the City Council Adoption Meeting (Task 2.7).
2.4	Community Meetings	(a) Consultant shall conduct one (1) round of separate community meetings for each of the three (3) Project corridor locations (three (3)) total community meetings) to engage the public, solicit feedback, and report back to City staff and council on the community's priorities. The Consultant shall collaborate with and recommend to City specific outreach techniques to notice the meetings to maximize public participation and hear the community's voice. Implementation of noticing shall be collaborative between Consultant and City based upon Consultant's recommended techniques and as described herein this Scope of Services. The community meetings will either be in person, virtual, or hybrid. (b) Community Meeting #1: Consultant shall present results of traffic and parking analyses, prepared under separate tasks, to obtain public input and identify a preferred concept/alternative. The public will be asked to select their preferred alternative based on the findings of the analyses. (c) Consultant shall prepare and provide all of the materials necessary to conduct a public meeting either in person such as poster boards or virtual such as a PowerPoint presentation, consistent with City-provided branding themes. (d) Consultant shall assist City staff to advertise each meeting by preparing a writeup to be submitted to the City's Communications Department for release through the City of Santa Clara website, City Manager blog, and social media channels such as Facebook, Twitter, and Next Door. (e) Consultant shall develop and provide postcards/mailers

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Task #	Task Description	Task Activities
		to be distributed to every address within a half-mile of the study corridor to promote participation at each meeting. Up to 14,000 postcards/mailers for all three Project locations should be assumed for the one round of community meetings. Consultant shall assume up to two (2) rounds of review and revision of the postcards/mailers as part of City's review prior to distribution. City is assumed to provide the list of addresses for Consultant use.
2.5	Bicycle and Pedestrian Advisory Committee (BPAC) Meetings	(a) Consultant shall meet with the City's BPAC to gather input and feedback at two (2) BPAC meetings. The BPAC meetings are anticipated to be hybrid, and Consultant shall assume in-person attendance. (b) The anticipated purpose of the meetings is described below: • Meeting #1: Consultant shall present data collection efforts and obtain input on draft concept designs/alternatives. • Meeting #2: Consultant shall present results of traffic and parking analyses and the BPAC shall be asked to select their preferred alternative based on the findings of the analysis, prior to City Council adoption and approval. (c) Consultant shall prepare and provide a PowerPoint presentation for each BPAC meeting, consistent with City-provided branding themes. City shall be responsible for preparation of any agenda reports for BPAC meeting, and Consultant shall provide informational support as-needed for agenda reports.
2.6	City Commission Meetings	(a) Consultant shall meet with the City's Parks and Recreation, Youth, and Senior Advisory Commissions to gather input and feedback. The meetings are anticipated to be in-person, and Consultant shall assume in-person attendance. Assume one meeting per Commission (three total meetings). (b) The purpose of the meeting is to inform each commission about the Projects and present and obtain input on draft concept designs/alternatives. Consultant shall provide meeting materials including presentations and exhibits, as needed. It is assumed that the presentation will repurpose content shared with the community and BPAC. City shall be responsible for preparation of any agenda-reports for commission meetings, and Consultant shall provide informational support as-needed for agenda reports.

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Task #	Task Description	Task Activities
2.7	City Council Adoption	(a) Consultant shall assist City staff with presenting the Project Report at a City Council meeting for adoption. (b) The presentation to Council is assumed to be performed by City staff, and Consultant shall provide all of the materials necessary for City staff to present at the Council meeting, including a PowerPoint. Consultant shall be expected to attend the Council meeting in-person to support City staff and provide answers to Council questions. The Council meeting is expected to occur after normal working hours starting at 7 p.m. and ending at an undetermined time. (c) Consultant shall assist City staff to advertise the meeting by preparing a writeup to be submitted to the City's Communications Department for release through City of Santa Clara website, City Manager blog, and all of the social media channels such as Facebook, Twitter, and Next Door.
2.8	Outreach During Design	It is Consultant's recommendation to conduct one round of outreach activities during the development of design in Phase 2. While Phase 1 will develop and share concepts with the public, it will be beneficial to return to the public with preliminary design concepts. the objective would be to communicate how previous input during Phase I has helped to inform the design elements. Activities similar to Phase I would be performed, including the development and distribution of public notifications (postcards for up to 14,000 recipients in Translation), pop up events (2) and up to three community meetings to solicit public input on the project design elements, with Spanish and Chinese interpretation, if needed. Phase 1 materials would be updated, the project hotline and email address would continue to be monitored.
Phase 1: Task 2 Deliverables		
2.1	Project website, promotion materials (to be provided each round, deliverable A.1/A.2)	
2.2	Online survey results and analysis (to be included in Deliverable C.1)	
2.3	Outreach materials and photos. PowerPoint presentation and draft staff report for City Council study session, if directed by City. (Deliverable B.1)	

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Task #	Task Description	Task Activities
2.4	Meeting agenda, materials, photos, minutes/notes, and action items Draft Working Paper #1: Summary of Community Meeting #1 (Deliverable C.1) Final Working Paper #1: Summary of Community Meeting #1 (Deliverable C.1)	
2.5	BPAC PowerPoint presentations (Deliverable B.3/B.4 Draft Summary of BPAC Meeting #1 Final Summary of BPAC Meeting #1 Draft Summary of BPAC Meeting #2 Final Summary of BPAC Meeting #2 (all to be included in Project Report Memo, Deliverable J)	
2.6	PowerPoint presentations (Deliverable B.5) Draft Summary of Commission Meetings (to be included in Project Report memo, Deliverable J) Final Summary of Commission Meetings (to be included in Project Report memo, Deliverable J)	
2.7	PowerPoint presentation, draft staff report (Deliverable B.6)	
2.8	Outreach during Phase 2, including promotion materials, outreach materials, event participation, and an outreach summary.	

2.3. <u>Phase 1: Task 3: Data Collection</u> - Refer to the table below for tasks and deliverables for Phase 1: Task 3 Consultant will be responsible for.

Task #	Task Description	Task Activities
3	**Data Collection**	
3.1	Information Gathering and Identifying Existing Conditions	(a) Consultant shall collect from City and review previous studies and plans completed within one half mile of the Project corridors. These shall include traffic impact analysis reports studying intersections along the corridor. (b) Consultant shall conduct a site visit of the corridor to observe existing operations. Site visits may include Consultant, City staff, and selected stakeholders. Observations may include: - Left turn vehicle queuing issues - Bicycle facilities and bicycling experience - Pedestrian crossings and right turn vehicle

Task #	Task Description	Task Activities
		interaction - School access and circulation - Vehicle speeds (c) Consultant shall gather background data that shall include the following: - City staff shall provide the Consultant with recently collected vehicle, bicycle, and pedestrian counts during the following times: • Weekday: AM (7AM-9AM) and PM (4PM-6PM) AM and PM peak hour intersection turning movement counts will be provided by the city. Collecting new turning movement counts will not be required as part of the Project. - Develop a final list of study intersections in consultation with City staff. It is assumed that approximately 45-50 intersections shall be included in the analysis total for all three (3) study corridors combined. - At roadway segments between signalized intersections along the Project corridors, Consultant shall use Replica to approximate Average Daily Traffic counts. - At a minimum of one location per half-mile throughout the Project corridor, Consultant shall use INRIX to obtain 85th percentile bidirectional vehicle speeds. - Consultant shall use INRIX to obtain travel times along the existing corridor and estimate travel times with the reduction of travel lanes. Data shall correspond with the same time periods as the intersection count data collection. (d) Collision: City staff shall provide the Consultant with Crossroads collision data for study corridors and parallel roadways for the past six (6) years. Consultant shall create public facing maps showing locations along the Project corridor broken down by collision type (vehicle, bicycle, pedestrian). This collision data and maps shall be used to identify locations for bicycling improvements

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Task #	Task Description	Task Activities
		and support and inform design elements within the concepts/alternatives. (e) Parking: For Project corridors with on-street parking, Consultant shall collect parking inventory and occupancy data for four days (Tuesday through Thursday and Saturday) on both sides of the street where on-street parking is available during the 7AM-7PM and 11PM-2AM time periods. During these periods, parking counts shall be collected every half hour for every block along the corridor and 500 feet of each cross street. Consultant shall create public facing maps showing parking occupancy along the Project corridor. The maps must be created for two specific time periods (i.e. Midday and overnight).
3.2	Identify Re-routed Traffic Volumes for Road Diet Locations	Consultant shall use the City's Traffic Model, to be provided by City, to determine intersection traffic volumes under a scenario with loss of travel lanes (road diet) for weekday AM and PM peaks. The methodology must demonstrate how vehicles may be diverted from the corridor.
Phase 1: Task 3 Deliverables		
3.1	Site visit, field notes, and photos (to be included in Deliverable D) Data Collection (Speed, Travel Time, and Parking Occupancy Data) Draft Summary PowerPoint Presentation: Existing Conditions, Collision Data, and Parking Study Results (Deliverable D) Final Summary PowerPoint Presentation: Existing Conditions, Collision Data, and Parking Study Results Maps of Existing Collison Data (to be included in Deliverable D) Maps of Existing Parking Data (to be included in Deliverable D)	
3.2	Road Diet Volume Forecasts – Weekday AM and PM peaks (Deliverable E)	

2.4. <u>Phase 1: Task 4: Concepts/Alternatives</u> - Refer to the table below for tasks and deliverables for Phase 1: Task 4 Consultant will be responsible for.

Task #	Task Description	Task Activities
4	**Concepts/Alternatives**	
4.1	Project Location 1 (De La Cruz Boulevard)	Consultant shall: (a) Develop up to five (5) total Project concepts/alternatives for the two corridor segments based on the identified bicycle facility listed in the Project corridor table, the recommendations within the City's Bicycle Plan Update 2018, and the Existing Conditions Working Paper. Initial concepts to be provided by City staff and reviewed/refined by Consultant. (b) Prepare graphics such as cross sections, aerials, or birds eye view of the existing condition and the concepts/alternatives for public outreach events and meetings. Graphics will include concepts based on BPAC input. City to provide one round review on graphics. (c) Develop planning level cost estimate ranges for each proposed concept/alternative. Consultant will address one round of City comments on the cost estimate ranges.
	Project Location 2 (Lick Mill Boulevard)	Consultant shall: (a) Develop up to four (4) total Project concepts/alternatives for the two corridor segments based on the identified bicycle facility listed in the Project corridor table, the recommendations within the City's Bicycle Plan Update 2018, and the Existing Conditions Working Paper. Initial concepts to be provided by City staff and reviewed/refined by Consultant. (b) Prepare graphics such as cross sections, aerials, or birds eye view of the existing conditions and the concepts/alternatives for public outreach events and meetings. Graphics will include updated concepts based on BPAC input. City to provide on round of review on graphics. (c) Develop planning level cost estimate ranges for each proposed concept/alternative.

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Task #	Task Description	Task Activities
		Consultant will address on round of City comments on the cost estimate ranges.
	Project Location 3 (Scott Boulevard)	Consultant shall: (a) Develop up to nine (9) total Project concepts/alternatives for the five corridor segments based on the identified bicycle facility listed in the Project corridor table, the recommendations within the City's Bicycle Plan Update 2018, and the existing Conditions Working Paper. Initial concepts to be provided by City staff and reviewed/refined by Consultant. (b) Prepare graphics such as cross sections, aerials, or birds eye view of the existing conditions and the concepts/alternatives for public outreach events and meetings. Graphics will include updated concepts based on BPAC input. City to provide one round of review on graphics. (c) Develop planning level cost estimate ranges for each proposed concept/alternative. Consultant will address one round of City comments on the cost estimate ranges.
Phase 1: Task 4 Deliverables		
4.1	Refined Draft Concept/Alternative graphics for each Project Location for BPAC (Deliverable F.1) Revised Draft Concept/Alternative graphics for each Project Location (Deliverable F.2) Final Concept/Alternative graphics for each Project Location (Final Deliverable F.2) Draft planning-level cost estimate ranges (Deliverable F.3) Final planning-level cost estimate ranges (Deliverable F.3)	

2.5. <u>Phase 1: Task 5: Corridor Analysis</u> - Refer to the table below for tasks and deliverables for Phase 1: Task 5 Consultant will be responsible for.

Task #	Task Description	Task Activities
5	**Corridor Analysis**	

Task #	Task Description	Task Activities
5.1	Operational Analysis	Road Diet Locations Only: (a) Consultant shall complete analyses for the following scenarios: Existing no Project, and Existing plus Road Diet alternatives. (b) Traffic operations: Consultant will use Vistro to complete a traffic operational analysis using existing signal timings and coordination patterns. Identify the intersection delays, levels of service, and 95th percentile queues at the study locations developed in Task 3.1. Each scenario must include the two (2) time periods, Weekday AM, and PM. - Create public facing maps to identify a level of service at all locations within the study area. (c) Travel times: Estimate corridor travel times using the same software as the traffic operational analysis. Each scenario must include the two (2) time periods, Weekday AM, and PM.
5.2	Other Analyses	(a) Collision: Analyze collision types and calculate the estimated reduction in collisions based on real-world examples of roadway reconfigurations. (b) Parking: Analyze parking impacts and calculate new occupancies by assuming parked vehicles will relocate to adjacent side streets. Create public facing maps showing parking occupancy along the Project corridor. The maps must be created for one specific time periods (i.e. Midday or overnight, whichever is worse case per corridor).
Phase 1: Task 5 Deliverables		
5.1	Draft Working Paper #7: Operational Analysis Results (Deliverable G) Final Working Paper #7: Operational Analysis Results (Deliverable G) Maps of Levels of Service (to be included in Deliverable G)	
5.2	Draft Working Paper #8: Collision Data, and Parking Study Results (Deliverable G) Final Working Paper #8: Collision Data, and Parking Study Results (Deliverable G) Maps of Parking Data (Minimum of 2) (to be included in Deliverable G)	

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2.6. <u>Phase 1: Task 6: Project Memo Report</u> - Refer to the table below for tasks and deliverables for Phase 1: Task 6 Consultant will be responsible for.

Task #	Task Description	Task Activities
6	**Project Memo Report**	
6.1	Draft Project Memo Report	- Based on completion of prior tasks, Consultant shall prepare a Project Memo Report (Report) for City Staff review. Chapters/Components that will be considered for inclusion in the Report shall include the following: (a) Introduction and Background, (b) Study Methodology, (c) Existing Conditions, (d) Outreach Process and Results, (e) Concepts/Alternatives, (f) Analyses, and (g) Recommendations and Conclusion, including Identifying the Preferred Alternative(s). - Based on staff review, the Consultant shall update the draft Project Memo Report.
6.2	Final Project Memo Report	Consultant shall complete the Final Study Memo Report that addresses comments from City Staff. Consultant shall submit to the City an electronic copy of the report in PDF and Word versions as well as two (2) bound hard copies.
Phase 1: Task 6 Deliverables		
6.1	Draft Project Memo Report (Deliverable H) Update Draft Project Memo Report (Deliverable H)	
6.2	Final Project Memo Report (Deliverable H)	

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EXHIBIT A2
CORRIDOR IMAGES

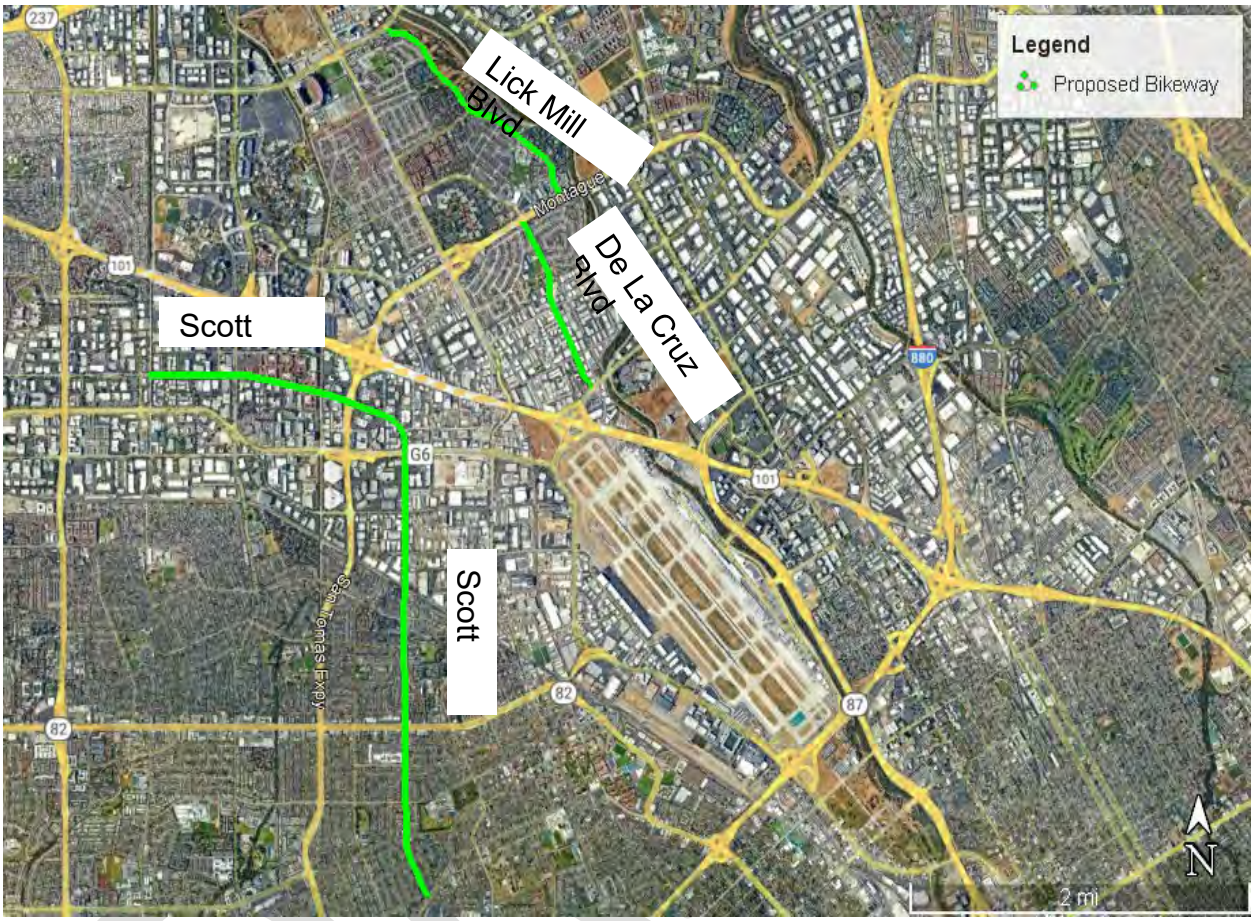


EXHIBIT A3

DEADLINES AND MILESTONES

Milestone	Date
Phase 1: Planning	
BPAC (2) – Draft Concept Designs	October 28, 2024
Community Survey/Meeting #1	October 2024
BPAC (3) – Traffic/Parking Analysis and Preferred Concept Recommendations	January 27, 2025
Community Survey/Meeting #2	November 2024
Draft Report	December 2024
City Council Study Session	January 2025
Final Draft Report	January 2025
City Council Preferred Alternatives/Report Adoption	February 2025
Final Report	February 2025
Phase 2: Design	
Design Phase Kickoff*	January 2025
E-76 Deadline	September 30, 2025

*The City highly encourages design phase preparatory work (base mapping, standard provision preparation, and etc.) start before this date to meet project deadlines.

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EXHIBIT B
SCHEDULE OF FEES

1. MAXIMUM COMPENSATION

1.1. The maximum amount payable for all services provided under this Agreement shall not exceed **Five Hundred Fifty-Two Thousand Six Hundred Eighty-Five Dollars and Seventy-Nine Cents ($552,685.79)**, during the term of the Agreement. No additional services will be performed unless both Parties execute an amendment outlining the services requested and the compensation agreed for such services.

1.2. All payments are based upon City's acceptance of Consultant's performance of services specified in Exhibit A1, Scope of Services. City shall have no obligation to pay unless Consultant has successfully completed the work for which payment is due.

1.3. The compensation to be paid by the City is specified below:

Table B1: Total Compensation

Description	Total
Task 1: Project Management	$24,463.30
Task 2: Outreach Strategy and Implementation	$164,389.30
Task 3: Data Collection	$38,010.72
Task 4: Concepts/Alternatives	$87,946.86
Task 5: Corridor Analysis	$45,878.52
Task 6: Project Memo Report	$61,125.64
Other Direct Costs (Including subcontractor: Circlepoint)	$58,782.00
TOTAL FOR ALL TASKS AND OTHER DIRECT COSTS	**$480,596.34**
Contingency	$72,089.45
TOTAL MAXIMUM COMPENSATION NOT-TO-EXCEED	**$552,685.79**

1.4. In the event, there is a need to move allocated hours from one task to a different task the City and Consultant must agree in writing to this change. This will not change the not-to-exceed maximum compensation of this Agreement.

1.5. See Exhibit B2 for task breakdown by cost and hours.

2. FEES

2.1. All hourly rates are fixed for the Term of the Agreement

2.2. The hourly rates for Consultant's and Subconsultant's Personnel are listed below in Table B2:

Table B2

Title	Hourly Rate
Kimley-Horn and Associates	
Project Manager - Adam Dankberg	$ 350.95
QC/QA Manager - John Pulliam	$ 365.75
Senior Professional I	$ 263.91
Senior Professional II	$ 308.72
Senior Professional III	$ 363.96
Professional I	$ 212.03
Professional II	$ 233.49
Analyst II	$ 183.30
Analyst I	$ 153.66
Project Support	$ 156.46

3. INVOICING REQUIREMENTS

3.1. Consultant shall invoice the City on a monthly basis for the percentage of services completed for each task by Consultant during the preceding month and provide the invoice in a format approved by the City, including but not limited to the information listed under Section 3.3 below.

3.2. City shall pay Consultant within thirty (30) days of City's receipt of an approved invoice.

3.3. Invoices shall include, at a minimum, the following:

3.3.1. Identify the task services were provided for;

3.3.2. Description of work performed;

3.3.3. Deliverables completed;

3.3.4. Amount for services provided by task with a detailed breakout of all costs incurred and supporting documentation, including direct labor, indirect costs, other direct costs, travel, etc.; and

3.3.5. The not-to-exceed amount for the task, invoiced amount to date, amount for the current invoice, and remaining not-to-exceed amount for the task.

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EXHIBIT B2
FEES BY TASK

TASK #	DESCRIPTION	BUDGETED HOURS	HOURLY RATE	TOTAL
1	**Project Management**			
1.1	**Project Kick-Off Meeting**			**$4,804.58**
	Project Manager: Adam Dankberg	4	$350.95	$1,403.80
	Senior Professional II	4	$308.72	$1,234.88
	Professional II	4	$233.49	$933.96
	Project Support	2	$156.46	$312.92
	Circlepoint			$919.02
1.2	**Project Management**			**$19,658.72**
	Project Manager: Adam Dankberg	22	$350.95	$7,720.90
	QC/QA Manager - John Pulliam	2	$365.75	$731.50
	Senior Professional II	6	$308.72	$1,852.32
	Professional II	28	$233.49	$6,537.72
	Project Support	18	$156.46	$2,816.28
TOTAL FOR TASK 1		**90**		**$24,463.30**
2	**Outreach Strategy and Implementation**			
2.1	**Project Promotion**			**$6,657.76**
	Project Manager - Adam Dankberg	3	$350.95	$1,052.85
	Professional II	6	$233.49	$1,400.94
	Circlepoint			$4,203.97
2.2	**Community Survey**			**$4,972.76**
	Project Manager - Adam Dankberg	2	$350.95	$701.90
	Professional II	6	$233.49	$1,400.94
	Circlepoint			$2,869.92
2.3	**Outreach Events**			**$24,322.60**
	Project Manager - Adam Dankberg	10	$350.95	$3,509.50
	Professional II	6	$233.49	$1,400.94
	Analyst II	24	$183.30	$4,399.20
	Analyst I	12	$153.66	$1,843.92
	Circlepoint			$13,169.04
2.4	**Community Meetings**			**$46,909.34**
	Project Manager - Adam Dankberg	12	$350.95	$4,211.40
	Professional II	42	$233.49	$9,806.58
	Analyst II	70	$183.30	$12,831.00
	Analyst I	28	$153.66	$4,302.48
	Circlepoint			$15,757.88
2.5	**Bicycle and Pedestrian Advisory Community (BPAC) Meetings**			**$11,497.54**
	Project Manager - Adam Dankberg	16	$350.95	$5,615.20

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	Professional II	10	$233.49	$2,334.90
	Analyst II	16	$183.30	$2,932.80
	Analyst I	4	$153.66	$614.64
2.6	**City Commission Meetings**			**$4,555.20**
	Project Manager - Adam Dankberg	3	$350.95	$1,052.85
	Professional II	15	$233.49	$3,502.35
2.7	**City Council Adoption**			**$9,125.94**
	Project Manager - Adam Dankberg	8	$350.95	$2,807.60
	Professional II	12	$233.49	$2,801.88
	Analyst II	6	$183.30	$1,099.80
	Analyst I	4	$153.66	$614.64
	Circlepoint			$1,802.02
2.8	**Phase 2 Outreach Activities**			**$56,348.16**
	Project Manager - Adam Dankberg	8	$350.95	$2,807.60
	Professional II	24	$233.49	$5,603.76
	Analyst II	40	$183.30	$7,332.00
	Circlepoint			$40,604.80
TOTAL FOR TASK 2		**387**		**$164,389.30**
3	**Data Collection**			
3.1	**Information Gathering and Identifying Existing Conditions**			**$30,123.34**
	Project Manager - Adam Dankberg	6	$350.95	$2,105.70
	Senior Professional II	20	$308.72	$6,174.40
	Professional II	12	$233.49	$2,801.88
	Professional I	12	$212.03	$2,544.36
	Analyst II	90	$183.30	$16,497.00
3.2	**Identify Re-routed Traffic Volumes for Road Diet Locations**			**$7,887.38**
	Project Manager - Adam Dankberg	2	$350.95	$701.90
	Senior Professional II	6	$308.72	$1,852.32
	Professional II	4	$233.49	$933.96
	Analyst II	24	$183.30	$4,399.20
TOTAL FOR TASK 3		**176**		**$38,010.72**
4	**Concepts/Alternatives**			
4.1	**Concepts/Alternatives**			**$87,946.86**
	Project Location 1 (De La Cruz Boulevard)			*$20,786.47*
	Project Manager - Adam Dankberg	4	$350.95	$1,403.80
	QC/QA Manager - John Pulliam	2	$365.75	$731.50
	Senior Professional II	5	$308.75	$1,543.75
	Senior Professional I	10	$263.91	$2,639.10
	Professional II	10	$233.49	$2,334.90
	Professional I	14	$212.03	$2,968.42
	Analyst II	50	$183.30	$9,165.00
	Project Location 2 (Lick Mill Boulevard)			*$20,786.47*

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	Project Manager - Adam Dankberg	4	$350.95	$1,403.80
	QC/QA Manager - John Pulliam	2	$365.75	$731.50
	Senior Professional II	5	$308.75	$1,543.75
	Senior Professional I	10	$263.91	$2,639.10
	Professional II	10	$233.49	$2,334.90
	Professional I	14	$212.03	$2,968.42
	Analyst II	50	$183.30	$9,165.00
	Project Location 3 (Scott Boulevard)			*$46,373.92*
	Project Manager - Adam Dankberg	10	$350.95	$3,509.50
	QC/QA Manager - John Pulliam	4	$365.75	$1,463.00
	Senior Professional II	10	$308.75	$3,087.50
	Senior Professional I	12	$263.91	$3,166.92
	Professional II	20	$233.49	$4,669.80
	Professional I	40	$212.03	$8,481.20
	Analyst II	120	$183.30	$21,996.00
TOTAL FOR TASK 4		**406**		**$87,946.86**
5	**Corridor Analysis**			
5.1	**Operational Analysis (Road Diet Locations Only)**			**$18,908.32**
	Project Manager - Adam Dankberg	4	$350.95	$1,403.80
	Senior Professional II	12	$308.72	$3,704.64
	Professional II	12	$233.49	$2,801.88
	Analyst II	60	$183.30	$10,998.00
5.2	**Other Analysis**			**$26,970.20**
	Project Manager - Adam Dankberg	4	$350.95	$1,403.80
	Senior Professional II	20	$308.72	$6,174.40
	Professional II	16	$233.49	$3,735.84
	Analyst II	72	$183.30	$13,197.60
	Analyst I	16	$153.66	$2,458.56
TOTAL FOR TASK 5		**216**		**$45,878.52**
6	**Project Memo Report**			
6.1	**Draft Project Memo Report**			**$45,943.72**
	Project Manager - Adam Dankberg	12	$350.95	$4,211.40
	QC/QA Manager - John Pulliam	6	$365.75	$2,194.50
	Senior Professional II	16	$308.72	$4,939.52
	Professional II	40	$233.49	$9,339.60
	Analyst II	100	$183.30	$18,330.00
	Analyst I	40	$153.66	$6,146.40
	Project Support	5	$156.46	$782.30
6.2	**Draft Project Memo Report**			**$15,181.92**
	Project Manager - Adam Dankberg	4	$350.95	$1,403.80
	QC/QA Manager - John Pulliam	2	$365.75	$731.50

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	Senior Professional II	8	$308.72	$2,469.76
	Professional II	10	$233.49	$2,334.90
	Professional I	2	$212.03	$424.06
	Analyst II	30	$183.30	$5,499.00
	Analyst I	10	$153.66	$1,536.60
	Project Support	5	$156.46	$782.30
TOTAL FOR TASK 6		**290**		**$61,125.64**
TOTAL FOR ALL TASKS		**1,565**		**$421,814.34**
Other Direct Costs				
Circlepoint Outreach Expenses				$30,700.00
Parking Counts				$24,382.00
Mileage				$700.00
Printing/Outreach Materials				$3,000.00
TOTAL FOR OTHER DIRECT COSTS				**$58,782.00**
Contingency				$72,089.45
TOTAL NOT-TO-EXCEED MAXIMUM COMPENSATION				**$552,685.79**

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EXHIBIT C
INSURANCE REQUIREMENTS

Without limiting the Consultant's indemnification of the City, and prior to commencing any of the Services required under this Agreement, the Consultant shall provide and maintain in full force and effect during the period of performance of the Agreement and for twenty-four (24) months following acceptance by the City, at its sole cost and expense, the following insurance policies from insurance companies authorized to do business in the State of California. These policies shall be primary insurance as to the City of Santa Clara so that any other coverage held by the City shall not contribute to any loss under Consultant's insurance. The minimum coverages, provisions and endorsements are as follows:

A. COMMERCIAL GENERAL LIABILITY INSURANCE

1. Commercial General Liability Insurance policy which provides coverage at least as broad as Insurance Services Office form CG 00 01. Policy limits are subject to review, but shall in no event be less than, the following:

   $1,000,000 Each Occurrence
   $2,000,000 General Aggregate
   $2,000,000 Products/Completed Operations Aggregate
   $1,000,000 Personal Injury

2. Exact structure and layering of the coverage shall be left to the discretion of Consultant; however, any excess or umbrella policies used to meet the required limits shall be at least as broad as the underlying coverage and shall otherwise follow form.

3. The following provisions shall apply to the Commercial Liability policy as well as any umbrella policy maintained by the Consultant to comply with the insurance requirements of this Agreement:

   a. Coverage shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits;

   b. There shall be no cross liability exclusion which precludes coverage for claims or suits by one insured against another; and

   c. Coverage shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of liability.

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B. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Business automobile liability insurance policy which provides coverage at least as broad as ISO form CA 00 01 with policy limits a minimum limit of not less than one million dollars ($1,000,000) each accident using, or providing coverage at least as broad as, Insurance Services Office form CA 00 01. Liability coverage shall apply to all owned (if any), non-owned and hired autos.

C. WORKERS' COMPENSATION

1. Workers' Compensation Insurance Policy as required by statute and employer's liability with limits of at least one million dollars ($1,000,000) policy limit Bodily Injury by disease, one million dollars ($1,000,000) each accident/Bodily Injury and one million dollars ($1,000,000) each employee Bodily Injury by disease.

2. The indemnification and hold harmless obligations of Consultant included in this Agreement shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefit payable by or for Consultant or any subcontractor under any Workers' Compensation Act(s), Disability Benefits Act(s) or other employee benefits act(s).

3. This policy must include a Waiver of Subrogation in favor of the City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents.

D. PROFESSIONAL LIABILITY

Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designed to protect against negligent acts, errors or omissions of the Consultant. Covered services as designated in the policy must specifically include work performed under this agreement. Coverage shall be in an amount of not less than one million dollars ($1,000,000) per claim or two million dollars ($2,000,000) aggregate. Any coverage containing a deductible or self-retention must first be approved in writing by the City Attorney's Office.

E. COMPLIANCE WITH REQUIREMENTS

All of the following clauses and/or endorsements, or similar provisions, must be part of each commercial general liability policy, and each umbrella or excess policy.

1. Additional Insureds. City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents are hereby added as additional insureds in respect to liability arising out of Consultant's work for City, using Insurance Services Office (ISO) Endorsement CG 20 10 11 85,

or the combination of CG 20 10 03 97 and CG 20 37 10 01, or its equivalent.

2. Primary and non-contributing. Each insurance policy provided by Consultant shall contain language or be endorsed to contain wording making it primary insurance as respects to, and not requiring contribution from, any other insurance which the indemnities may possess, including any self-insurance or self-insured retention they may have. Any other insurance indemnities may possess shall be considered excess insurance only and shall not be called upon to contribute with Consultant's insurance.

3. Cancellation.

   a. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided due to non-payment of premiums shall be effective until written notice has been given to City at least ten (10) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least ten (10) days prior to the effective date of non-renewal.

   b. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided for any cause save and except non-payment of premiums shall be effective until written notice has been given to City at least thirty (30) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least thirty (30) days prior to the effective date of non-renewal.

4. Other Endorsements. Other endorsements may be required for policies other than the commercial general liability policy if specified in the description of required insurance set forth in Sections A through E of this Exhibit C, above.

F. ADDITIONAL INSURANCE RELATED PROVISIONS

Consultant and City agree as follows:

1. Consultant agrees to ensure that subcontractors, and any other party involved with the Services, who is brought onto or involved in the performance of the Services by Consultant, provide the same minimum insurance coverage required of Consultant, except as with respect to limits. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. Consultant agrees

that upon request by City, all agreements with, and insurance compliance documents provided by, such subcontractors and others engaged in the project will be submitted to City for review.

2. Consultant agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Consultant for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.

3. The City reserves the right to withhold payments from the Consultant in the event of material noncompliance with the insurance requirements set forth in this Agreement.

G. EVIDENCE OF COVERAGE

Prior to commencement of any Services under this Agreement, Consultant, and each and every subcontractor (of every tier) shall, at its sole cost and expense, provide and maintain not less than the minimum insurance coverage with the endorsements and deductibles indicated in this Agreement. Such insurance coverage shall be maintained with insurers, and under forms of policies, satisfactory to City and as described in this Agreement. Consultant shall file with the City all certificates and endorsements for the required insurance policies for City's approval as to adequacy of the insurance protection.

H. EVIDENCE OF COMPLIANCE

Consultant or its insurance broker shall provide the required proof of insurance compliance, consisting of Insurance Services Office (ISO) endorsement forms or their equivalent and the ACORD form 25-S certificate of insurance (or its equivalent), evidencing all required coverage shall be delivered to City, or its representative as set forth below, at or prior to execution of this Agreement. Upon City's request, Consultant shall submit to City copies of the actual insurance policies or renewals or replacements. Unless otherwise required by the terms of this Agreement, all certificates, endorsements, coverage verifications and other items required to be delivered to City pursuant to this Agreement shall be emailed to:

ctsantaclara@ebix.com

Or mailed to:

EBIX Inc.
City of Santa Clara Department of Public Works
P.O. Box 100085 – S2
Duluth, GA 30096

Telephone number: 951-766-2280
Fax number: 770-325-0409

I. QUALIFYING INSURERS

All of the insurance companies providing insurance for Consultant shall have, and provide written proof of, an A. M. Best rating of at least A minus 6 (A- VI) or shall be an insurance company of equal financial stability that is approved by the City or its insurance compliance representatives.

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EXHIBIT D
LABOR COMPLIANCE ADDENDUM

This Agreement is subject to the requirements of California Labor Code section 1720 et seq. requiring the payment of prevailing wages, the training of apprentices, and compliance with other applicable requirements.

A. **Prevailing Wage Requirements**

1. Contractor shall be obligated to pay not less than the General Prevailing Wage Rate, which can be found at www.dir.ca.gov and are on file with the City Clerk's office, which shall be available to any interested party upon request. Contractor is also required to have a copy of the applicable wage determination posted and/or available at each job site.

2. Specifically, contractors are reminded of the need for compliance with Labor Code Section 1774-1775 (the payment of prevailing wages and documentation of such), Section 1776 (the keeping and submission of accurate certified payrolls) and 1777.5 in the employment of apprentices on public works projects. Further, overtime must be paid for work in excess of 8 hours per day or 40 hours per week pursuant to Labor Code Section 1811-1813.

3. Special prevailing wage rates generally apply to work performed on weekends, holidays and for certain shift work. Depending on the location of the project and the amount of travel incurred by workers on the project, certain travel and subsistence payments may also be required. Contractors and subcontractors are on notice that information about such special rates, holidays, premium pay, shift work and travel and subsistence requirements can be found at www.dir.ca.gov .

4. Only bona fide apprentices actively enrolled in a California Division of Apprenticeship Standards approved program may be employed on the project as an apprentice and receive the applicable apprenticeship prevailing wage rates. Apprentices who are not properly supervised and employed in the appropriate ratio shall be paid the full journeyman wages for the classification of work performed.

5. As a condition to receiving progress payments, final payment and payment of retention on any and all projects on which the payment of prevailing wages is required, Contractor agrees to present to City, along with its request for payment, all applicable and necessary certified payrolls (for itself and all applicable subcontractors) for the time period covering such payment request. The term "certified payroll" shall include all required documentation to comply with the mandates set forth in Labor Code Section 1720 *et seq*, as well as any additional documentation requested by the City or its designee including, but not limited to: certified

payroll, fringe benefit statements and backup documentation such as monthly benefit statements, employee timecards, copies of wage statements and cancelled checks, proof of training contributions (CAC2 if applicable), and apprenticeship forms such as DAS-140 and DAS-142.

6. In addition to submitting the certified payrolls and related documentation to City, Contractor and all subcontractors shall be required to submit certified payroll and related documents electronically to the California Department of Industrial Relations. Failure to submit payrolls to the DIR when mandated by the project parameters shall also result in the withholding of progress, retention and/or final payment.

7. No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

8. No contractor or subcontractor may be awarded a contract for public work on a public works project, unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. Contractors MUST be a registered "public works contractor" with the DIR AT THE TIME OF BID. Where the prime contract is less than $15,000 for maintenance work or less than $25,000 for construction alternation, demolition or repair work, registration is not required.

9. All contractors/subcontractors and related construction services subject to prevailing wage, including but not limited to: trucking, surveying and inspection work must be registered with the Department of Industrial Relations as a "public works contractor". Those you fail to register and maintain their status as a public works contractor shall not be permitted to perform work on the project.

10. Should any contractor or subcontractors not be a registered public works contractor and perform work on the project, Contractor agrees to fully indemnify the City for any fines assessed by the California Department of Industrial Relations against the City for such violation, including all staff costs and attorney's fee relating to such fine.

11. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

B. Audit Rights

All records or documents required to be kept pursuant to this Agreement to verify compliance with this Addendum shall be made available for audit at no cost to City, at any time during regular business hours, upon written request by the City Attorney, City Auditor, City Manager, or a designated representative of any of these officers. Copies of such records or documents shall be provided to City for audit at City Hall when it is

practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records or documents shall be made available at Contractor's address indicated for receipt of notices in this Agreement.

C. Enforcement

1. City shall withhold any portion of a payment; including the entire payment amount, until certified payroll forms and related documentation are properly submitted, reviewed and found to be in full compliance. In the event that certified payroll forms do not comply with the requirements of Labor Code Section 1720 et seq., City may continue to hold sufficient funds to cover estimated wages and penalties under the Agreement.

2. Based on State funding sources, this project may be subject to special labor compliance requirements of Proposition 84.

3. The City is not obligated to make any payment due to Contractor until Contractor has performed all of its obligations under these provisions. This provision means that City can withhold all or part of a payment to Contractor until all required documentation is submitted. Any payment by the City despite Contractor's failure to fully perform its obligations under these provisions shall not be deemed to be a waiver of any other term or condition contained in this Agreement or a waiver of the right to withhold payment for any subsequent breach of this Addendum.

City or the California Department of Industrial Relations may impose penalties upon contractors and subcontractors for failure to comply with prevailing wage requirements. These penalties are up to $200 per day per worker for each wage violation identified; $100 per day per worker for failure to provide the required paperwork and documentation requested within a 10-day window; and $25 per day per worker for any overtime violation.

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EXHIBIT E
TITLE VI ASSURANCES

APPENDIX A

During the performance of this Agreement, the Consultant, for itself, its assignees and successors in interest (hereinafter collectively referred to as CONSULTANT) agrees as follows:

a. Compliance with Regulations: CONSULTANT shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.

b. Nondiscrimination: CONSULTANT, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.

c. Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONSULTANT for work to be performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONSULTANT of the CONSULTANT'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

d. Information and Reports: CONSULTANT shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the recipient or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, CONSULTANT shall so certify to the recipient or FHWA as appropriate, and shall set forth what efforts CONSULTANT has made to obtain the information.

e. Sanctions for Noncompliance: In the event of CONSULTANT's noncompliance with the nondiscrimination provisions of this agreement, the recipient shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

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i. withholding of payments to CONSULTANT under the Agreement within a reasonable period of time, not to exceed 90 days; and/or

ii. cancellation, termination or suspension of the Agreement, in whole or in part.

f. Incorporation of Provisions: CONSULTANT shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

CONSULTANT shall take such action with respect to any sub-agreement or procurement as the recipient or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event CONSULTANT becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, CONSULTANT may request the recipient enter into such litigation to protect the interests of the State, and, in addition, CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX E

During the performance of this contract, the CONSULTANT, for itself, its assignees, and successors in interest (hereinafter referred to as the "CONSULTANT") agrees to comply with the following nondiscrimination statutes and authorities, including, but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42
- U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), prohibits discrimination on the basis of sex;
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), prohibits discrimination on the basis of age);

- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and Consultants, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination of the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English Proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C.1681 et seq).

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EXHIBIT F
NOTICE OF EXERCISE OF OPTION TO EXTEND AGREEMENT FORM

AGREEMENT TITLE:	
CONSULTANT:	
DATE:	

Pursuant to Section __ of the Agreement referenced above, the City of Santa Clara hereby exercises its option to extend the term under the following provisions:

OPTION NO.	# of #

NEW OPTION TERM

Begin date:	
End date:	

☐ **CHANGES IN RATE OF COMPENSATION**

Percentage change in CPI upon which adjustment is based:	

Pursuant to Section ___ of the Agreement the rates of compensation are hereby adjusted as follows:
(use attachment if necessary)

MAXIMUM COMPENSATION for New Option Term:	

For the option term exercised by this Notice, City shall pay Consultant an amount not to exceed the amount set forth above for Consultant's services and reimbursable expenses, if any. The undersigned signing on behalf of the City of Santa Clara hereby certifies that an unexpended appropriation is available for the term exercised by this Notice, and that funds are available as of the date of this signature.

Dated: _____

Approved as to Form:

_____
GLEN R. GOOGINS
City Attorney

_____
JŌVAN D. GROGAN
City Manager
City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

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EBIX Insurance No. *S20000_____

AGREEMENT FOR DESIGN PROFESSIONAL SERVICES BETWEEN THE CITY OF SANTA CLARA, CALIFORNIA, AND BKF ENGINEERS

PREAMBLE

This Agreement is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and BKF Engineers, a California corporation, (Consultant). City and Consultant may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

A. City desires to secure the design professional services more fully described in this Agreement, at Exhibit A1, entitled "Scope of Services";

B. "Design professional" includes licensed architects, licensed landscape architects, registered professional engineers and licensed professional land surveyors;

C. Consultant represents that it, and its subcontractors, if any, have the professional qualifications, expertise, necessary licenses and desire to provide certain goods and/or required services of the quality and type which meet objectives and requirements of City; and,

D. The Parties have specified herein the terms and conditions under which such services will be provided and paid for.

The Parties agree as follows:

AGREEMENT TERMS AND CONDITIONS

1. AGREEMENT DOCUMENTS

The documents forming the entire Agreement between City and Consultant shall consist of these Terms and Conditions and the following Exhibits, which are hereby incorporated into this Agreement by this reference:

Exhibit A1 – Scope of Services

Exhibit A2 – Corridor Images

Exhibit A3 – Milestones and Deadlines

Exhibit B1 – Schedule of Fees

Exhibit B2 – Fees By Task

Exhibit C – Insurance Requirements

Exhibit D – Labor Compliance Addendum

Exhibit E - Title VI Assurances

Exhibit F – Notice of Exercise of Option to Extend Agreement Form

This Agreement, including the Exhibits set forth above, contains all the agreements, representations and understandings of the Parties, and supersedes and replaces any previous agreements, representations and understandings, whether oral or written. In the event of any inconsistency between the provisions of any of the Exhibits and the Terms and Conditions, the Terms and Conditions shall govern and control.

2. TERM OF AGREEMENT

A. Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on September 25, 2024 and terminate on September 30, 2026.

B. After the Initial Term, the City reserves the right, at its sole discretion, to extend the term of this Agreement for up to four (4) additional one-year terms through September 30, 2030 (“Option Period”), subject to budget appropriation. See Exhibit F for Notice of Exercise of Option to Extend Agreement Form.

3. SCOPE OF SERVICES & PERFORMANCE SCHEDULE

Consultant shall perform those Services specified in Exhibits A1 – A3 within the time stated in Exhibit A3. Time is of the essence.

A. All reports, costs estimates, plans and other documentation which may be submitted or furnished by Consultant shall be approved and signed by an appropriate qualified licensed professional in the State of California.

B. The title sheet for specifications and reports, and each sheet of plans, shall bear the professional seal, certificate number, registration classification, expiration date of certificate and signature of the design professional responsible for their preparation.

4. WARRANTY

Consultant expressly warrants that all materials and services covered by this Agreement shall be fit for the purpose intended, shall be free from defect and

shall conform to the specifications, requirements and instructions upon which this Agreement is based. Consultant agrees to promptly replace or correct any incomplete, inaccurate or defective Services at no further cost to City when defects are due to the negligence, errors or omissions of Consultant. If Consultant fails to promptly correct or replace materials or services, City may make corrections or replace materials or services and charge Consultant for the cost incurred by City.

5. QUALIFICATIONS OF CONSULTANT - STANDARD OF CARE

Consultant represents and maintains that it has the expertise in the professional calling necessary to perform the Services, and its duties and obligations, expressed and implied, contained herein, and City expressly relies upon Consultant's representations regarding its skills and knowledge. Consultant shall perform such Services and duties in conformance to and consistent with the professional standards of a specialist in the same discipline in the State of California.

6. COMPENSATION AND PAYMENT

A. In consideration for Consultant's complete performance of Services, City shall pay Consultant for all materials provided and Services rendered by Consultant in accordance with Exhibit B1, entitled "SCHEDULE OF FEES." The maximum compensation of this Agreement is Section 1 of Exhibit B1, subject to budget appropriations, which includes all payments that may be authorized for Services and for expenses, supplies, materials and equipment required to perform the Services. All work performed or materials provided in excess of the maximum compensation shall be at Consultant's expense. Consultant shall not be entitled to any payment above the maximum compensation under any circumstance.

B. No retainage will be held by the agency from progress payments due to the prime consultant. Prime consultants and subcontractors are prohibited from holding retainage from subcontractors. Any delay or postponement of payment may take place only for good cause and with the agency's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code and Section 10262 of the California Public Contract Code for construction contracts, and Section 3321 of the California Civil Code for consultant contracts. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

7. TERMINATION

A. Termination for Convenience. City shall have the right to terminate this Agreement, without cause or penalty, by giving not less than Thirty (30) days' prior written notice to Consultant.

B. Termination for Default. If Consultant fails to perform any of its material obligations under this Agreement, in addition to all other remedies provided by law, City may terminate this Agreement immediately upon written notice to Consultant.

C. Upon termination, each Party shall assist the other in arranging an orderly transfer and close-out of services. As soon as possible following the notice of termination, but no later than ten (10) days after the notice of termination, Consultant will deliver to City all City information or material that Consultant has in its possession.

8. ASSIGNMENT AND SUBCONTRACTING

City and Consultant bind themselves, their successors and assigns to all covenants of this Agreement. This Agreement shall not be assigned or transferred without the prior written approval of City. Consultant shall not hire subcontractors without express written permission from City.

Consultant shall be as fully responsible to City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Consultant is for the acts and omissions of persons directly employed by it.

9. NO THIRD PARTY BENEFICIARY

This Agreement shall not be construed to be an agreement for the benefit of any third party or parties and no third party or parties shall have any claim or right of action under this Agreement for any cause whatsoever.

10. INDEPENDENT CONSULTANT

Consultant and all person(s) employed by or contracted with Consultant to furnish labor and/or materials under this Agreement are independent Consultants and do not act as agent(s) or employee(s) of City. Consultant has full rights to manage its employees in their performance of Services under this Agreement.

11. CONFIDENTIALITY OF MATERIAL

All ideas, memoranda, specifications, plans, manufacturing procedures, data, drawings, descriptions, documents, discussions or other information developed or received by or for Consultant and all other written information submitted to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant and shall not, without the prior written consent of City,

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be used for any purposes other than the performance of the Services nor be disclosed to an entity not connected with performance of the Services. Nothing furnished to Consultant which is otherwise known to Consultant or becomes generally known to the related industry shall be deemed confidential.

12. OWNERSHIP OF MATERIAL

All material, which shall include, but not be limited to, data, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports, designs, technology, programming, works of authorship and other material developed, collected, prepared or caused to be prepared under this Agreement shall be the property of City but Consultant may retain and use copies thereof. City shall not be limited in any way or at any time in its use of said material. However, Consultant shall not be responsible for damages resulting from the use of said material for work other than Project, including, but not limited to, the release of this material to third parties.

13. RIGHT OF CITY TO INSPECT RECORDS OF CONSULTANT

City, through its authorized employees, representatives or agents shall have the right during the term of this Agreement and for four (4) years from the date of final payment for goods or services provided under this Agreement, to audit the books and records of Consultant for the purpose of verifying any and all charges made by Consultant in connection with Consultant compensation under this Agreement, including termination of Consultant. Consultant agrees to maintain sufficient books and records in accordance with generally accepted accounting principles to establish the correctness of all charges submitted to City. Any expenses not so recorded shall be disallowed by City. Consultant shall bear the cost of the audit if the audit determines that there has been a substantial billing deviation in excess of five (5) percent adverse to the City.

Consultant shall submit to City any and all reports concerning its performance under this Agreement that may be requested by City in writing. Consultant agrees to assist City in meeting City's reporting requirements to the State and other agencies with respect to Consultant's Services hereunder.

14. HOLD HARMLESS/INDEMNIFICATION

To the extent permitted by law, Consultant agrees to protect, defend, hold harmless and indemnify City, its City Council, commissions, officers, employees, volunteers and agents from and against any claim, injury, liability, loss, cost, and/or expense or damage, including all costs and attorney's fees in providing a defense to any such claim or other action, and whether sounding in law, contract, tort, or equity, to the extent arising out of, pertaining to, or related to the negligence, recklessness, or willful misconduct of the Consultant, its employees, subcontractors, or agents in the performance, or non-performance, of Services under this Agreement. With respect to claims alleging Consultant's professional

negligence or professional liability, Consultant's duty to defend obligation shall be met by reimbursing an indemnified party for indemnified party's costs of defense following a determination of Consultant's proportionate percentage of fault.

15. INSURANCE REQUIREMENTS

During the term of this Agreement, and for any time period set forth in Exhibit C, Consultant shall provide and maintain in full force and effect, at no cost to City, insurance policies as set forth in Exhibit C.

16. WAIVER

Contractor agrees that waiver by City of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement. Neither City's review, acceptance nor payments for any of the Services required under this Agreement shall be constructed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

17. NOTICES

All notices to the Parties shall, unless otherwise requested in writing, be sent to City addressed as follows:

City of Santa Clara
Attention: Department of Public Works – Traffic Division
1500 Warburton Avenue
Santa Clara, CA 95050
and by e-mail at schan@santaclaraca.gov

And to Consultant addressed as follows:

BKF Engineers
Attn:
1730 N. First Street, Suite 600
San Jose, CA 95112
and by e-mail at *_____@XXX

The workday the e-mail was sent shall control the date notice was deemed given. An e-mail transmitted after 1:00 p.m. on a Friday shall be deemed to have been transmitted on the following business day.

18. COMPLIANCE WITH LAWS

Consultant shall comply with all applicable laws and regulations of the federal, state and local government, including but not limited to "The Code of the City of Santa Clara, California" ("SCCC"). In particular, Consultant's attention is called to

the regulations regarding Campaign Contributions (SCCC Chapter 2.130), Lobbying (SCCC Chapter 2.155), Minimum Wage (SCCC Chapter 3.20), Business Tax Certificate (SCCC section 3.40.060), and Food and Beverage Service Worker Retention (SCCC Chapter 9.60), as such Chapters or Sections may be amended from time to time or renumbered. Additionally Consultant has read and agrees to comply with City's Ethical Standards (http://santaclaraca.gov/home/showdocument?id=58299).

19. CONFLICTS OF INTEREST

Consultant certifies that to the best of its knowledge, no City officer, employee or authorized representative has any financial interest in the business of Consultant and that no person associated with Consultant has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement. Consultant is familiar with the provisions of California Government Code section 87100 and following, and certifies that it does not know of any facts which would violate these code provisions. Consultant will advise City if a conflict arises.

20. FAIR EMPLOYMENT

Consultant shall not discriminate against any employee or applicant for employment because of race, sex, color, religion, religious creed, national origin, ancestry, age, gender, marital status, physical disability, mental disability, medical condition, genetic information, sexual orientation, gender expression, gender identity, military and veteran status, or ethnic background, in violation of federal, state or local law.

21. NO USE OF CITY NAME OR EMBLEM

Consultant shall not use City's name, insignia, or emblem, or distribute any information related to services under this Agreement in any magazine, trade paper, newspaper or other medium without express written consent of City.

22. GOVERNING LAW AND VENUE

This Agreement shall be governed and construed in accordance with the statutes and laws of the State of California. The venue of any suit filed by either Party shall be vested in the state courts of the County of Santa Clara, or if appropriate, in the United States District Court, Northern District of California, San Jose, California.

23. SEVERABILITY CLAUSE

In case any one or more of the provisions in this Agreement shall, for any reason, be held invalid, illegal or unenforceable in any respect, it shall not affect the validity of the other provisions, which shall remain in full force and effect.

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24. AMENDMENTS

This Agreement may only be modified by a written amendment duly authorized and executed by the Parties to this Agreement.

25. COUNTERPARTS

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

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The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form: Dated: _____

GLEN R. GOOGINS
City Attorney

JŌVAN D. GROGAN
City Manager
City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

BKF ENGINEERS
a California corporation

Dated: _____

By (Signature): _____

Name: _____

Title: _____

Principal Place of Business Address: _____

Email Address: _____

Telephone: ( ) _____

Fax: ( ) _____

"CONSULTANT"

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EXHIBIT A1
SCOPE OF SERVICES

The following Scope of Services defines the services and responsibilities of Consultant and City for professional and engineering services for bicycle facility planning, design, and environmental services for Phases 2 of the De La Cruz, Lick Mill, Scott Boulevards Bicycle Improvement Project (Project).

The Scope of Services, including Exhibit A1 and Consultant's proposal response dated June 27, 2024 and BAFO response dated August 7, 2024 provide context, supplemental information, and are incorporated by reference to the extent not inconsistent with the Agreement.

1. GENERAL INFORMATION

1.1. Consultant will provide professional and engineering services for bicycle facility design, and environmental services Phase 2 of the De La Cruz, Lick Mill, Scott Boulevards Bicycle Improvement Project (Project). upon Bicycle and Pedestrian Advisory Committee recommendation and Council approval of Phase 1, Phase 2 of the Project can commence. The requested engineering design services for Phase 2 involve preliminary engineering, environmental clearance, preparation of construction documents (PS&E) for public works construction bidding, bid and award phase support, and construction/post-construction support.

1.2. The Scope of Work includes bicycle facility design for the construction of multiple corridors throughout the City in alignment with the City's Bicycle Master Plan. Based on results of studies in Phase 1, bicycle facilities are planned to be implemented through roadway space reallocation (lane width modification), roadway reconfiguration (lane removal), and/or parking removal ("Project"). The Project corridors include the following three locations (refer to Exhibit A2 Corridor Images):

1.2.1. Project Location 1 includes De La Cruz Boulevard between Montague Expressway and W. Trimble Road

1.2.2. Project Location 2 includes Lick Mill Boulevard between Tasman Drive and Montague Expressway

1.2.3. Project Location 3 includes Scott Boulevard between Arques Avenue (City Border) and Saratoga Avenue

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1.3. Details for each Project location are in Table A1 below:

Table A1: Project Corridor Table

Project Corridor				Study		
Roadway	**From**	**To**	**Bike Facility Type**	**Road Reallo-cation**	**Lane Removal**	**Parking Removal**
Project Location 1						
De La Cruz Blvd	Montague Expwy	Montague Park	Class II or IIB	X	X	X
De La Cruz Blvd	Montague Park	W. Trimble Rd	Class II, IIB, or IV	X	X	X
Project Location 2						
Lick Mill Blvd	Tasman Dr	Laird Circle (S)	Class IIB or IV		X	X
Lick Mill Blvd	Laird Circle (S)	Montague Expwy	Class IIB or IV		X	X
Project Location 3						
Scott Blvd	Arques Ave (City Border)	Central Expwy	Class IIB	X		
Scott Blvd	Central Expwy	Martin Ave	Class IIB	X	X	
Scott Blvd	Martin Ave	Monroe St	Class II or IIB	X	X	
Scott Blvd	Monroe St	Homestead Rd	Class II or IIB	X	X	X
Scott Blvd	Homestead Rd	Saratoga Ave	Class II or IIB	X	X	X

1.4. Phase 2 services shall be as specified below:

1.4.1. Phase 2: Design Phase, as follows:

1.4.1.1. Phase 2A: Preliminary Engineering and Environmental Documents

1.4.1.2. Phase 2B: Detailed Design

1.4.1.3. Phase 2C: Construction Engineering

1.5. City Assumptions

Consultant shall consider the City's following assumptions when reviewing the Scope of Services and preparing proposal:

1.5.1. The City's intent for the construction of Project is primarily signing and striping improvements within existing city ROW.

1.5.2. The City does not anticipate significant traffic signal modifications, pedestrian improvements (e.g. curb ramps or bulb-outs), median island modifications, or other intersection upgrades under this Project. If it is necessary to align construction costs with funding availability, striping may transition and change as necessary at intersections.

1.5.3. It is anticipated that the street pavement will require a preparatory slurry seal prior to placement of striping, and significant pavement rehabilitation is not expected for the Project.

1.5.4. Should a Preferred Alternative include Class IV facilities with physical separation, the physical separations should be assumed to be Class 1 flexible delineators and not concrete hardscape.

1.5.5. It is assumed that required design information for roadway geometry under Phase 2 can be obtained by Consultant through record research and site visits; topographical surveying or aerial photogrammetry are not anticipated to be required for the Project.

1.5.6. It is assumed that all three (3) Project Locations identified in Table 1 would be administered under one (1) construction contract.

1.5.7. The Project deadlines must be met to comply with the Federal Earmark funding requirements. See Exhibit A3 for Project deadlines and milestones. **The Federal Earmark Funding construction funding obligation deadline (Caltrans E-76 approval) is September 30, 2025.**

2. SCOPE OF SERVICES

Services include professional services required to achieve the City's Objective, including preliminary engineering and environmental documentation, and final design (plans, specifications, and engineer's estimate or PS&E) for public works bidding of the Project.

3. PHASE 2A: PRELIMINARY ENGINEERING AND ENVIRONMENTAL STUDIES

Upon identification of the Selected Alternative(s) under Phase 1, and after receiving a written Notice to Proceed from City, Consultant shall provide Design Phase (Phase 2) services. The Design Phase services are anticipated to be managed by staff from the City's Design Engineering Division and separate from City staff involved in Phase 1 of the services.

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3.1. <u>Phase 2A: Task 1: Project Management</u> - Refer to the table below for tasks and deliverables for Phase 2A: Task 1 Consultant will be responsible for.

Task #	Task Description	Task Activities
1	**Project Management**	
1.1	Project Management	Consultant shall: (a) Manage its team and overall Project activities consistent with the direction from City in order to meet the Project design schedule and budget. (b) Coordinate with City, design team members, consultants, utility companies, other government agencies, and other affected parties as required throughout the duration of the Design Phase. (c) Prepare, monitor, and update progress schedule for Design Phase services in Microsoft ("MS") Project format beginning at the Design Phase kickoff meeting and ending at construction contract award. Schedule shall show significant milestones for the Project. Consultant shall notify City if there are delays in any task of the services. In such cases, Consultant shall make up the schedule in subsequent tasks or provide information to City substantiating a time extension. The schedule shall be maintained at all times and shall be updated each time progress and milestones are changed. (d) Meetings: Meetings shall be budgeted for and invoiced under each respective Task or activity requiring a meeting and not as Project management. Preparation for meetings shall be considered as included in the Task or activity for which the meeting is involved, except as follows: - A Design Phase kick-off meeting shall be conducted with designated City staff prior to beginning work to review anticipated Tasks and schedule, review available information and needs, and address any outstanding questions regarding the Project moving forward raised by City or Consultant. - During the course of services while there is

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Task #	Task Description	Task Activities
		active work on the Project, Consultant shall schedule and attend brief bi-weekly conference calls with City. The purpose of the bi-weekly conference calls will be to keep City appraised on the Project's progress and address any issues that may arise during the course of services. - All other meetings, except as identified above, shall be budgeted and invoiced under the task for which the meeting is involved. (e) Provide monthly progress reports. (f) Stakeholder Coordination: Consultant shall coordinate with Project stakeholders as needed to inform each stakeholder of the Project work and incorporate any necessary accommodations into the construction documents. (g) Invoicing and Contract Administration: Consultant administrative staff time spent preparing invoices for services complete shall be considered as included in the overhead of the Consultant’s basic hourly rates and shall not be billed. Additionally, addressing administrative issues regarding the professional services agreement, such as preparing additional services requests or budget modifications, shall also be considered as included in the overhead of the Consultant’s basic hourly rates and shall not be billed. (h) Only the designated Project Manager or approved delegates performing Project Management duties shall charge time to Phase 2A: Task 1 Project Management (Design Phase). Consultant’s technical staff working on other tasks for the Project shall not charge to the Project Management task. Additionally, if the Project Manager is performing technical work related to other tasks, time spent on those tasks shall be charged to the task and not to Project Management.

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Task #	Task Description	Task Activities
		(i) Consultant shall provide Project Management services for each task in Phase 2A and 2B, beginning with the Design Phase Notice to Proceed and ending upon completion of the Plans, Specifications, and Estimate task. Project Management for subsequent tasks (e.g. Bid Support, Construction Support and Project Closeout) shall be considered as incorporated in the services and fees provided under those tasks and not invoiced under the Project Management (Design Phase) task.
Phase 2A: Task 1 Deliverables		
1.1	Progress schedules in MS Project format (submitted electronically as an 11” x 17” pdf file and in native MS Project format). Progress reports and invoices (submitted electronically).	

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3.2. <u>Phase 2A: Task 2. Preliminary Engineering And Environmental Clearance</u> - Refer to the table below for tasks and deliverables for Phase 2A: Task 2 Consultant will be responsible for.

Task #	Task Description	Task Activities
2	**Preliminary Engineering and Environmental Clearance**	
2.1	Preliminary Engineering	Consultant shall: (a) Perform all necessary assessments and investigations to determine the existing conditions and improvements. (b) Review existing information, including previous studies and as-built drawings as available, for any potential issues associated with the Project installation. Notify City if there could be any expected issues based on review of the existing information. (c) Prepare a set of preliminary design plans (serves as 35% design level) for use in exhibits and contract drawings. At a minimum, the preliminary design plans shall include, but not limited to, City right-of-way lines, existing improvements such as sidewalk, curb, and gutter lines, existing roadway features, including existing roadway delineation markings and striping, and geometry and major features of proposed improvements. Plans shall be: - Drawn to scale, on D-size (22" X 34") sheets, at an engineering scale up to 1" = 40' to 1"= 50' maximum, and conforming to City's Design Criteria. The City's design criteria can be found in the following link: Technical Documents | City of Santa Clara (santaclaraca.gov) - Plans are to be produced by AutoCAD 2021 or earlier versions, using a City-provided AutoCAD template for title sheet and borders. - May be prepared on aerial photo and/or GIS-based backgrounds and include all dimensioned striping elements of the bikeways, proposed green conflict striping and crosswalks configurations, advanced stop bars, and limits of pavement surface preparation. City provided aerial photos will be provided to Consultant, on request.

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Task #	Task Description	Task Activities
		- If any of the Selected Alternatives require civil improvements, such as concrete work, schematic display of said improvements. (d) Prepare a preliminary engineer's estimate based upon quantities of work.
2.2	Environmental Clearance	Consultant shall: (a) Serve as lead in securing environmental approvals required under Local Assistance Process in conformance with the Caltrans Local Assistance Procedures Manual (LAPM). Consultant shall be the lead in preparing all required documentation for City review, and City will submit documentation to Caltrans. (b) Complete the Field Review (FR) Form, including required attachments, and attend the Field Review meeting. (c) Complete the Preliminary Environmental Study (PES) form and all required documents per Caltrans LAPM Chapter 6 in compliance with California National Environment Policy Act (NEPA) and other applicable environmentally related laws. It is assumed Caltrans will be Lead Agency for NEPA and City will be Lead Agency for CEQA. - Environment Review (NEPA) – Exclusion: It is anticipated that the street and bicycle facility upgrades to be designed and constructed will be determined as Categorically Excluded under 23 USC 326. (d) Review the preliminary designs for the proposed improvements to recommend CEQA determination, and prepare a brief memorandum to document and support the recommendation. - Environment Review (CEQA) – Exemption: It is anticipated that the street and bicycle facility upgrades to be designed and constructed will be determined as either categorically exempt under the California Environment Quality Act (CEQA) Guidelines 15302 (c), Replacement or Reconstruction.

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Task #	Task Description	Task Activities
		(e) In accordance with the anticipated CEQA exemption, Consultant shall prepare a Notice of Exemption for the improvements included in Project. The Notice of Exemption shall be submitted in draft for the City review and revised/finalized for submittal based on the City reviews. Consultant shall file the Notice of Exemption on behalf of City and filing fees (County filing fee and CDFW fees, if applicable) shall be considered as a reimbursable expense. Consultant shall also provide supporting documentation to City for City to submit to the State Clearinghouse under City's CEQANET account. - Should a revalidation of environmental documentation be required due to changes to the Project in future final design activities, Consultant shall provide any necessary support for the revalidation.
Phase 2A: Task 2 Deliverables		
2.1	Preliminary Design Plans – One (1) PDF Preliminary Cost Estimate – One (1) PDF	
2.2	Field Review (FR) and Preliminary Environmental Study (PES) Forms. Field Review meeting notes, if requested Memorandum of CEQA Determination Recommendation, Draft and Final Notice of Exemption Recorded document for CEQA Filing Notice of Exemption	

4. PHASE 2B: FINAL DESIGN

Upon completion of Phase 2A, and after receiving a written Notice to Proceed from City, Consultant shall provide Final Design and Construction Support for the Project. Services related to final design shall only proceed after receiving approval of required NEPA environmental documentation through Caltrans, per Federal-Aid requirements. The City's Design Engineering Division will have primary responsibility for the design phase of the Project.

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4.1. <u>Phase 2B: Task 1: Agency Coordination & Permitting</u> - Refer to the table below for tasks and deliverables for Phase 2B: Task 1 Consultant will be responsible for. Consultant shall coordinate and secure permits required for the Project. Consultant shall serve as lead in obtaining all concurrence and approvals. The following agencies and permits listed in the table below are assumed to be required.

Task #	Task Description	Task Activities
1	**Agency Coordination and Permitting**	
1.1	Caltrans Encroachment Permit	Project Location 1 (Scott Blvd) will cross El Camino Real which includes Caltrans right-of-way. Consultant shall apply for and obtain a standard Caltrans "Parent" encroachment permit, including associated forms required for the permit including but not limited to Caltrans forms TR-0100, TR-0402, TR-0405, and TR-0416 . Due to the simple nature of the improvements at this location, Consultant shall anticipate one round of reviews for implementation of Caltrans comments. It is anticipated that a DEER or PEER will not be required for the proposed improvements. It is also anticipated that the construction contractor would be required to obtain a "Rider" encroachment permit during construction. - Perform all necessary assessments and investigations to determine the existing conditions and improvements.
1.2	Santa Clara County Roads & Airports (SCCRA) Encroachment Permit	(a) The following locations are assumed to require coordination with SCCRA and associated permit(s): - Project Location 1 (De La Cruz Blvd • Intersection with Montague Expressway - Project Location 2 (Lick Mill Blvd) • Intersection with Montague Expressway - Project Location 3 (Scott Blvd) • Intersection with San Tomas Expressway • Intersection with Central Expressway (b) Consultant shall perform the following activities culminating in obtaining an "Conditional Clearance" or "For Bidding Purposes" encroachment permit from the County for the work: - Coordination for County reviews at milestone submittals, beginning at preliminary design, and addressing all comments and necessary design

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Task #	Task Description	Task Activities
		changes. - Preparation of truck turning template exhibits at each County intersection showing each turning movement for the existing and proposed lane geometry. - Preparation of exhibits showing lane alignment versus vehicle signal head alignment. - If required: Preparation of full traffic signal modification plans showing existing poles, equipment and conductor schedules, and the modifications, if any. Consultant shall understand that the County requires bicycle detector loops to have dedicated DLC to the cabinet. The existing signals have not been investigated by City at the time of preparation of this RFP.
1.3	City Permits: Cities of San Jose and Sunnyvale	(a) The following locations are assumed to require coordination with Cities of Sunnyvale and San Jose and associated permit(s): - Project Location 1 (De La Cruz Blvd • Intersection with Trimble Rd (San Jose) - Project Location 3 (Scott Blvd) • Terminus with Arques Ave (Sunnyvale) (b) Consultant shall perform the following activities culminating in obtaining an encroachment permit from the respective agency for the work: - Coordination for Cities of San Jose and Sunnyvale at milestone submittals, beginning at preliminary design, and addressing comments and required design changes. - Completing all forms and documentation required by Cities of San Jose and Sunnyvale, as required by the issuing agency, necessary for approval.
1.4	City of Santa Clara Bicycle and Pedestrian Advisory Committee	The project is assumed to be subject to the City's Complete Street Policy which requires that major transportation projects undergo a complete street review by the City's Bicycle and Pedestrian Advisory Committee (BPAC). Consultant is not expected to attend or present at the meeting, but will be required to support the City in providing information required for BPAC review. Consultant shall assume that one (1) review will take place at the 65% to 95% PS&E design milestone, and that staff from the City's Traffic Engineering Division will

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Task #	Task Description	Task Activities
		complete all required complete streets checklists and agenda report.
Phase 2B: Task 1 Deliverables		
1.1 thru 1.3	Permit Application Documentation Secured Permit(s)	
1.4	Fill out the Complete Streets Checklist for the BPAC deliverable.	

4.2. <u>Phase 2B: Task 2: Caltrans Construction Authorization (E-76)</u> - Refer to the table below for tasks and deliverables for Phase 2B: Task 2 Consultant will be responsible for.

Task #	Task Description	Task Activities
2	**Caltrans Construction Authorization (E-76)**	
2.1	Caltrans Construction Authorization (E-76)	Consultant shall coordinate and secure the E-76 request for Construction Authorization for the Project. Consultant shall be the lead in preparing all documentation for City review, and City will submit documentation to Caltrans. The following activities are assumed to be required to obtain the E-76 for construction, including but not limited to: - Calculation of Disadvantaged Business Enterprises contract goal (LAPM Chapter 9) - Preparation of PS&E certification and checklist (LAPM Chapter 12) - Right of way certification, including utility certifications(s) (LAPM Chapters 13 and 14) - Consultant shall assume to prepare a draft Request for Authorization Package (RFA) for Caltrans courtesy review no later than the 95% PS&E milestone, and final RFA for submittal in conjunction with 100% to Final Bid Set PS&E.
Phase 2B: Task 2 Deliverables		
2.1	DBE Goal Calculations PSE Certification and Checklist Right of Way Certification(s) Approved E-76 issued to City	

4.3. <u>Phase 2B: Task 3: Plans, Specifications, And Estimate</u> - Consultant shall perform engineering and design services to develop construction documents. Refer to the table below for tasks and deliverables for Phase 2B: Task 3 Consultant will be responsible for.

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Task #	Task Description	Task Activities
3	**Plans, Specifications, and Estimate**	
3.1	65% PS&E	Consultant shall: (a) Prepare 65% construction documents (plans, specifications, and engineers estimate) and supporting information for City's review and approval. (b) Perform site visit(s) as necessary to identify feasibility of slurry seal pavement treatment and identify any failed pavement areas recommended to be improved prior to installing striping. (c) Construction details of proposed improvements shall be included in the 65% Plans. (d) Perform Utility Record Research including identifying utility operators, preparing, sending, and receiving notice letters to utility operators within the Project limits. - It is assumed that the pavement preparation for the bicycle striping will be slurry seal, and City will require all surface features (e.g. lids, covers, monuments) and required work to be displayed on the plans. Consultant shall expect items of construction work to adjust any low-facilities that exist in the pavement surface prior to and after the slurry seal treatment, including utilities within bike lanes. (e) Provide technical specifications. - Consultant shall be familiar with City's standard specifications and provide all Technical Specifications or Special Provisions such that they supplement, and do not conflict with, and are not redundant with the standard specifications. Changes to the City's boilerplate or deviations from the standard specifications shall be addressed by incorporating appropriate information into the Project Technical Specifications or Special Provisions. (f) Provide modified sections to City standard specifications as needed to suit the Project. Modified sections shall include, but not be limited to, general information, summary of work, measurement, and payment for bid items, permitting and agency regulatory requirements, etc.

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Task #	Task Description	Task Activities
		(g) Prepare an updated engineering cost estimate. - The Engineer's Cost Estimate shall be an itemized list of bid items and shall be accurate and prepared based upon current construction pricing and escalated to time of mid-construction using engineering judgement. Consultant shall review recent bids, and contact vendors, suppliers, and construction contractors as necessary to develop an accurate cost estimate. (h) Meet with City staff, as needed, to review City comments on 65% submittal and gain concurrence as to how the documents will be revised as appropriate to incorporate City comments in future submittals. (i) Plan, coordinate, schedule, attend meetings, and produce meeting minutes with action items for all meetings with City as deemed necessary to efficiently complete this task of the design in a timely manner. (j) Conduct a quality control (QC) review of design documents (Plans, Specifications, and Engineer's Cost Estimates). - Provide required information to City's Project Specific Specification Book (Division 0, 1, and 2). Required information from Consultant for City's frontend specifications shall include, but not be limited to, the following: • Description of work • Type of Contractor's License required. • Construction Duration for substantial completion and final completion • Bid schedule • Requirements for Contractor's Statement of Qualifications (e.g., experience requirements for similar work and contract values) • Identification of any changes to City's standard specifications that are required.

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Task #	Task Description	Task Activities
3.2	95% PS&E	(a) Prepare 95% construction documents (plans, specifications, and engineers estimate) and supporting information for City's review and approval. (b) The 95% submittal package shall incorporate comments received from City on the 65% submittal package. The submittal shall include a written response to City comments including a description of how the comments were/were not incorporated into the submittal package. All redlined drawings shall be returned with Consultant's response on the redlined drawings. (c) Consultant shall conduct a quality control (QC) review of the submittal in accordance with Consultant's Quality Assurance/Quality Control (QA/QC) program. (d) Consultant shall submit the 95% plans to affected utility owners for their use and information. (e) Meet with City staff, as needed, to review City comments on 95% submittal and gain concurrence as to how the documents will be revised as appropriate to incorporate City comments in future submittals.
3.3	100% Final PS&E	(a) Based on City's comments and direction on the 95% PS&E, Consultant shall revise the 95% PS&E to produce the 100% PS&E. Consultant shall: - Prepare 100% construction documents and supporting documents. - Prepare an updated Engineering Cost Estimate with backups of quantity calculations and support for sources of unit pricing. - Provide Documents for City's PS&E approval process. Required documents are, but not be limited to, engineer's estimate using the schedule of quantities format, recent similar project bid summaries to validate engineer's estimate, Consultant Peer Review Certification, Consultant Lessons Learned from other similar projects that were applied to Project. - 100%/Final PS&E shall be Peer reviewed and Certification of Peer Review shall be submitted with

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Task #	Task Description	Task Activities
		the 100% Submittal. - A statement to indicate Peer Review has been performed and name, signature, and title of the Engineer who performed it shall be added to the Plans Cover Sheet. Peer Review is defined as an independent review by an individual of equal or greater expertise and experience as the engineer of record. This individual should be independent from and not associated with the Project but may be from the same Consultant firm. It is further required that the Peer Review does not replace or limit Consultant's internal QA/QC procedures. The following paragraph shall be put on the company letter head, dated, and signed by the Peer Review Engineer. "The undersigned hereby certifies that a professional peer review of these plans and the required designs was conducted by me, a professional engineer with expertise and experience in the appropriate fields of engineering equal to or greater than the Engineer of Record, and that appropriate corrections have been made." - Provide written response matrix to City's comments on 95% PS&E. - Consultant shall conduct a quality control (QC) review of the submittal in accordance with Consultant's Quality Assurance/Quality Control (QA/QC) program.
3.4	Final Bid Set Documents	(a) This submittal shall be considered as a limited submittal to formalize and sign the Final Bid Set documents, and resolution of any minor issues remaining from the 100%/Final PS&E package. This submittal shall address any comments from City's internal departments and permitting agencies as needed. (b) The final submittal shall consist of final Plans and Specifications, signed, stamped and dated by Consultant in responsible charge for their preparation, including PEER Review Statement, and be considered ready to bid. The final submittal shall be ready for City staff approval signatures.
Phase 2B: Task 3 Deliverables		

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Task #	Task Description	Task Activities
3.1	65% Plans - One (1) PDF 65% Specifications - One (1) PDF and Native MS Word 65% Engineering Cost Estimate - One (1) PDF and Native MS Word	
3.2	95% Plans - One (1) PDF 95% Specifications - One (1) PDF and Native MS Word 95% Engineering Cost Estimate - One (1) PDF and Native MS Word	
3.3	100% Plans - One (1) PDF 100% Specifications - One (1) PDF and Native MS Word 100% Engineering Cost Estimate - One (1) PDF and Native MS Word	
3.4	Bid Set Plans, Specifications, and Estimate (PDF) and Native Files	

5. PHASE 2C: AS-NEEDED CONSTRUCTION ENGINEERING

All services completed within these tasks shall be on an as-needed basis and shall be specifically requested by City in writing prior to Consultant providing services. Services shall not be provided until the approved E-76 for Construction Engineering (CE) is provided to City through Caltrans and Consultant receives a written Notice to Proceed from City prior to providing services.

5.1. Phase 2C: Task 1: As-Needed Bid And Award Support - Consultant shall provide assistance to City during the construction bidding and award phase, answer questions from bidders, help and prepare exhibits for addenda when necessary, assist City in evaluation of bids received, and provide a written recommendation for the award of contract, when requested. All services completed within this task shall be on an as-needed basis and shall be specifically requested by City in writing prior to Consultant providing services. Refer to the table below for tasks and deliverables for Phase 2C: Task 1 Consultant will be responsible for if services are requested by the City.

Task #	Task Description	Task Activities
1	**As-Needed Bid and Award Support**	
1.1	As-Needed Bid and Award Support	Upon City's Request, Consultant shall: (a) Attend and conduct one Pre-Bid Conference/Site Visit. (b) Assist City with responses to bidder's inquiries through City's Project Manager. (c) Assist City with addenda to the construction documents as needed to respond to bidder's inquiries and clarify the intent of bid documents. (d) Within fourteen (14) days from the bid opening date, prepare and submit a conformed set of contract

Task #	Task Description	Task Activities
		documents (Plans and Specifications) incorporating any and all addenda (if applicable).
Phase 2C: Task 1 Deliverables		
1.1		- Written response to bidder's inquiries, if needed – Signed PDF. - Addenda to the Bid Documents, if needed – Signed PDF. - Written recommendation letter to award of contract for Project, if needed – Signed PDF. - Conformed Set, if needed – One (1) PDF of Plans and Specifications, one (1) AutoCAD file of Plans, and one (1) Microsoft Word file of Specifications.

5.2. <u>Phase 2C; Task 2: As-Needed Construction Support</u> - The City's Field Services Division will have primary responsibility for construction management and inspection. Consultant's responsibility shall be to provide basic as-needed services for the construction phase under this Agreement commences with the award of construction contract and terminates on the date City approves the notice of completion of Project. All services completed within this Task shall be on an as-needed basis and shall be specifically requested by City in writing prior to Consultant providing services. Refer to the table below for tasks and deliverables for Phase 2C: Task 2 Consultant will be responsible for if services are requested by the City.

Task #	Task Description	Task Activities
2	**As-Needed Construction Support**	
These services shall not be performed until a written Notice to Proceed for the services is provided by City and receipt of written approval from Caltrans of CE/CON phases for the Project.		
2.1	As-Needed Construction Support	Upon City's Request, Consultant shall: (a) Attend the Pre-construction meeting and respond to pre-construction meeting questions. (b) Perform construction site visits. (c) Review technical submittals, shop drawings, product data, product samples, and product warranties from the contractor for conformance with the specifications and drawings. The Consultant's action shall be taken with such reasonable promptness so as to cause no delay in the work, while allowing sufficient time in Consultant's judgment to permit adequate review. Consultant will be allowed a maximum of seven (7) calendar days for review of submittals.

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Task #	Task Description	Task Activities
		(d) Respond to Contractor's Request for Information (RFI) and Request for Substitution (RFS). Interpretations and decisions of Consultant shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. Consultant shall be allowed a maximum of seven (7) calendar days to respond to RFIs and RFSs that impact Project schedule or a maximum of fourteen (14) calendar days to respond to RFIs and RFSs that do not impact Project schedule. (e) Consultant shall prepare the Scope of Work, including sketches, for Field Instructions issued to the Contractor. When requested by City, Consultant shall review Change Order (CO) pricing and provide written responses for City's review and finalizing said COs. (f) When requested by City, Consultant shall conduct reviews to assist City to determine the date or dates of Substantial Completion and the date of Final Completion. Consultant's decisions with City approval on matters relating to aesthetic effect may be final if consistent with the intent expressed in the Contract Documents. (g) Upon request by City, in accordance with contract Specifications, for Substantial Completion and later Final Completion, Consultant shall assist City in determining if Project is ready for the stage of completion requested by the Contractor. Consultant shall provide City with a written recommendation. (h) Consultant shall perform a walk-through of Project site, review Contractor Punch List, and provide written response with status and action of items on the Punch List. Consultant shall attend final walk-through of Project site with City, verify Punch List completion, and provide written response with recommendation regarding Project acceptance and close-out. (i) Consultant shall review Contractor-supplied Operation and Maintenance manuals and Warranties

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Task #	Task Description	Task Activities
		to determine their completeness and compliance with Construction Contract and provide written recommendation for acceptance.
Phase 2C: Task 2 Deliverables		
2.1		- Signed PDFs of Reviewed Contractor Submittals, Shop Drawings, RFIs, RFSs, and Field Instructions. - Signed PDFs of COs' recommendations. - Substantial Completion/Final Completion recommendations and Reviewed Punch List – One (1) signed PDF.

5.3. <u>Phase 2C: Task 3: Post-Construction Phase</u> - Refer to the table below for tasks and deliverables for Phase 2C: Task 3 Consultant will be responsible for if services are requested by the City.

Task #	Task Description	Task Activities
3	**As-Needed Post-Construction Phase**	
3.1	As-Needed Post-Construction Phase	(a) If requested by City, provide a complete set of the Record Drawings and all X-ref files "bound," including other associated fonts, plot style files on AutoCAD, including electronic copies in PDF format. Consultant may, at its own expense, prepare and retain a copy of each drawing for its permanent file. (b) Record Drawings shall be based upon Redlines maintained by the construction contractor and provided to Consultant through the City.
Phase 2C: Task 3 Deliverables		
3.1		Record Drawings – One (1) PDF and one (1) set of AutoCAD files on CD/DVD.

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EXHIBIT A2

CORRIDOR IMAGES

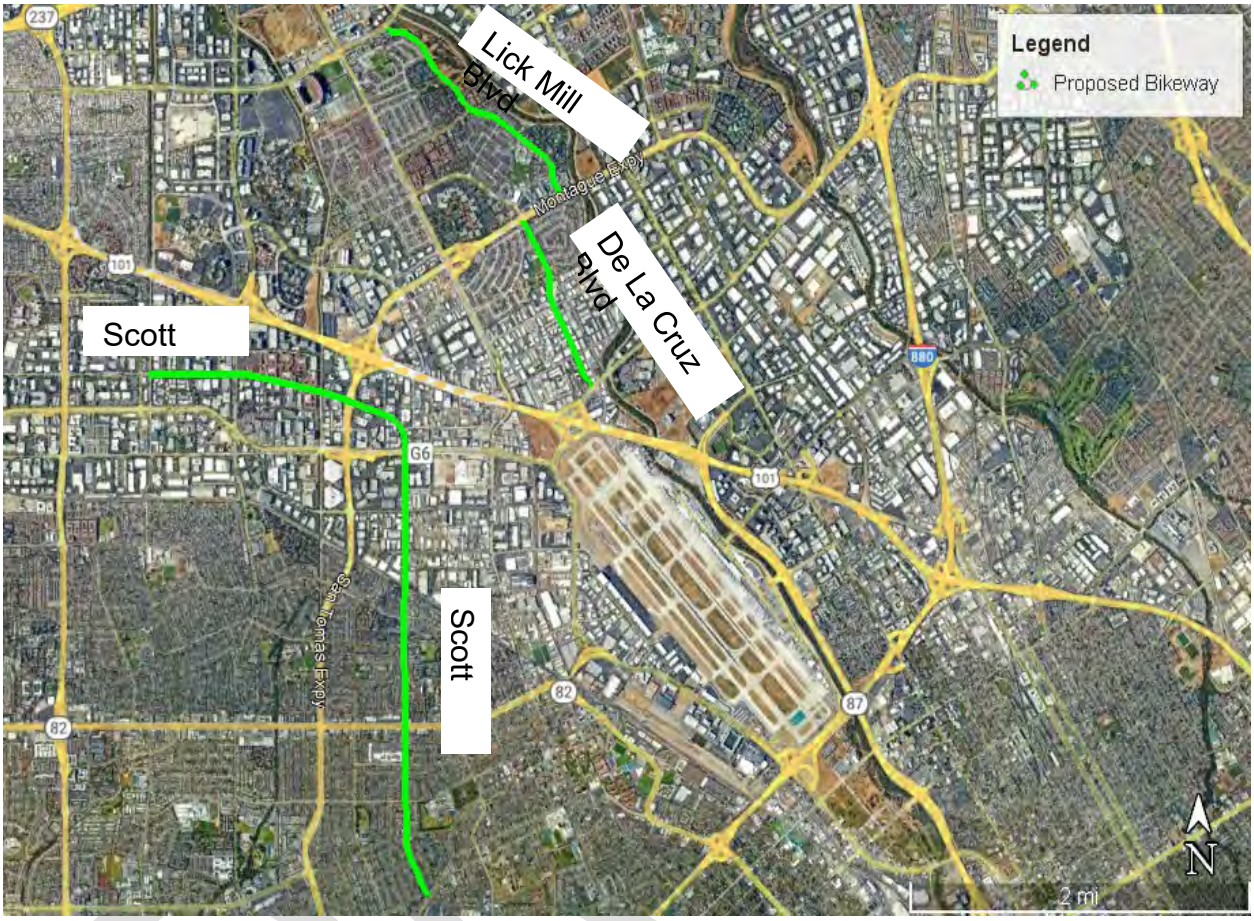


EXHIBIT A3

DEADLINES AND MILESTONES

Milestone	Date
Phase 1: Planning	
BPAC (2) – Draft Concept Designs	October 28, 2024
Community Survey/Meeting #1	October 2024
BPAC (3) – Traffic/Parking Analysis and Preferred Concept Recommendations	January 27, 2025
Community Survey/Meeting #2	November 2024
Draft Report	December 2024
City Council Study Session	January 2025
Final Draft Report	January 2025
City Council Preferred Alternatives/Report Adoption	February 2025
Final Report	February 2025
Phase 2: Design	
Design Phase Kickoff*	January 2025
E-76 Deadline	September 30, 2025

*The City highly encourages design phase preparatory work (base mapping, standard provision preparation, and etc.) start before this date to meet project deadlines.

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EXHIBIT B1
SCHEDULE OF FEES

1. MAXIMUM COMPENSATION

1.1. The maximum amount payable for all services provided under this Agreement shall not exceed **Seven Hundred Sixty-Two Thousand Eight Hundred Twelve Dollars ($762,812)**, during the term of the Agreement. No additional services will be performed unless both Parties execute an amendment outlining the services requested and the compensation agreed for such services.

1.2. All payments are based upon City's acceptance of Consultant's performance of services specified in Exhibit A1, Scope of Services. City shall have no obligation to pay unless Consultant has successfully completed the work for which payment is due.

1.3. The compensation to be paid by the City is specified below:

Table B1: Total Compensation

Description	Total
Phase 2A - Preliminary Engineering and Environmental Studies	
Task 1: Project Management	$2,626
Task 2: Preliminary Engineering and Environmental Clearance	$65,049
Phase 2B - Final Design	
Task 1: Agency Coordination and Permitting	$62,469
Task 2: Caltrans Construction Authorization (E-76)	$31,762
Task 3: Plans, Specifications and Estimate (PS&E)	$430,499
Phase 2C - As-Needed Construction Engineering	
Task 1: As-Needed Bid and Award Support	$10,649
Task 2: As-Needed Construction Support	$32,215
Task 3: As-Needed Post Construction Phase	$18,650
Other Direct Costs (Including subcontractor markup)	$9,396
TOTAL FOR ALL TASKS AND OTHER DIRECT COSTS	**$663,315**
Contingency	$99,498
TOTAL MAXIMUM COMPENSATION NOT-TO-EXCEED	**$762,812**

1.4. In the event, there is a need to move allocated hours from one task to a different task the City and Consultant must agree in writing to this change. This will not change the not-to-exceed maximum compensation of this Agreement.

1.5. See Exhibit B2 for task breakdown by cost and hours.

2. FEES

2.1. All hourly rates are fixed for the Term of the Agreement

2.2. The hourly rates for Consultant's and Subconsultant's Personnel are listed below in Table B2:

Table B2

Title	Hourly Rate
BKF Engineers (Project Management, Civil Engineering, Right of Way, Permits)	
Gordon Sweet	$ 357.35
Marcelo Cosentino	$ 299.26
Carmello Cecilio	$ 266.41
Cheung Wong	$ 240.05
Norm Dyer	$ 247.29
Andrew Michel	$ 299.26
Engineering Manager	$ 247.26
Sr. Project Engineer/Sr. Project Surveyor	$ 230.34
Project Engineer/Project Surveyor	$ 194.10
Design Engineer/Staff Surveyor	$ 160.87
Technician IV	$ 190.52
Clerical/Admin Assistant	$ 104.49
David J. Powers & Associates (DBE) (Environmental Support, Compliance, Permitting)	
Principal Project Manager	$ 266.78
Project Manager	$ 16.69
Graphic Artist	$ 104.20
Researcher	$ 101.22
TJKM (DBE) (Transportation and Design Support)	
Nayan Amin	$ 284.92
Sandeep Paparaju	$ 221.90
Rutvij Patel	$ 221.90
Andrew Dickson	$ 145.52
Devyani Padubidri	$ 98.06
Aayush Kalantri	$ 95.89

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3. INVOICING REQUIREMENTS

3.1. Consultant shall invoice the City on a monthly basis for the percentage of services completed for each task by Consultant during the preceding month and provide the invoice in a format approved by the City, including but not limited to the information listed under Section 3.3 below.

3.2. City shall pay Consultant within thirty (30) days of City's receipt of an approved invoice.

3.3. Invoices shall include, at a minimum, the following:

3.3.1. Identify the task services were provided for;

3.3.2. Description of work performed;

3.3.3. Deliverables completed;

3.3.4. Amount for services provided by task with a detailed breakout of all costs incurred and supporting documentation, including direct labor, indirect costs, other direct costs, travel, etc.; and

3.3.5. The not-to-exceed amount for the task, invoiced amount to date, amount for the current invoice, and remaining not-to-exceed amount for the task.

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EXHIBIT B2

FEES BY TASK

1. PHASE 2A – PRELIMINARY ENGINEERING AND ENVIRONMENTAL STUDIES

TASK #	DESCRIPTION	BUDGETED HOURS	HOURLY RATE	TOTAL
PHASE 2A: Preliminary Engineering and Environmental Studies				
1	**Project Management**			
1.1	**Project Kick-Off Meeting**			**$2,626**
	Gordon Sweet (BKF Engineers)	4	$357.35	$1,429
	Marcelo Cosentino (BKF Engineers)	4	$299.26	$1,197
TOTAL FOR TASK 1		**8**		**$2,626**
2	**Preliminary Engineering and Environmental Clearance**			
2.1	**Preliminary Engineering**			**$27,281**
	Gordon Sweet (BKF Engineers)	2	$357.35	$715
	Marcelo Cosentino (BKF Engineers)	4	$299.26	$1,197
	Cheung Wong (BKF Engineers)	12	$240.05	$2,881
	Project Engineer/Project Surveyor (BKF Engineers)	18	$194.14	$3,495
	Technician IV (BKF Engineers)	32	$190.52	$6,097
	Nayan Amin (TJKM)	4	$284.92	$1,140
	Sandeep Paparaju (TJKM)	12	$221.90	$2,663
	Rutvij Patel (TJKM)	20	$221.90	$4,438
	Andrew Dickson (TJKM)	32	$145.52	$4,657
2.2	**Environmental Clearance**			**$37,769**
	Marcelo Cosentino (BKF Engineers)	2	$299.26	$599
	Cheung Wong (BKF Engineers)	2	$240.05	$480
	Principal Project Manager (David J. Power & Associates)	30	$266.78	$8,003
	Project Manager (David J. Power & Associates)	140	$169.69	$23,757
	Graphic Artist (David J. Power & Associates)	24	$104.20	$2,501
	Researcher (David J. Power & Associates)	24	$101.22	$2,429
TOTAL FOR TASK 2		**358**		**$65,049**

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2. PHASE 2B – FINAL DESIGN

TASK #	DESCRIPTION	BUDGETED HOURS	HOURLY RATE	TOTAL
1	**Agency Coordination and Permitting**			
1.1	**Caltrans Encroachment Permit**			**$17,553**
	Gordon Sweet (BKF Engineers)	4	$357.35	$1,429
	Marcelo Cosentino (BKF Engineers)	8	$299.26	$2,394
	Cheung Wong (BKF Engineers)	20	$240.05	$4,801
	Sr. Project Engineer/Sr. Project Surveyor (BKF Engineers)	22	$230.34	$5,067
	Design Engineer/Staff Surveyor (BKF Engineers)	24	$160.87	$3,861
1.2	**Santa Clara County Roads & Airports (SCCRA) Encroachment Permit**			**$23,514**
	Gordon Sweet (BKF Engineers)	2	$357.35	$715
	Marcelo Cosentino (BKF Engineers)	4	$299.26	$1,197
	Cheung Wong (BKF Engineers)	12	$240.05	$2,881
	Sr. Project Engineer/Sr. Project Surveyor (BKF Engineers)	8	$230.34	$1,843
	Design Engineer/Staff Surveyor (BKF Engineers)	12	$160.87	$1,930
	Nayan Amin (TJKM)	4	$284.92	$1,140
	Sandeep Paparaju (TJKM)	12	$221.90	$2,663
	Rutvij Patel (TJKM)	24	$221.90	$5,326
	Andrew Dickson (TJKM)	40	$145.52	$5,821
1.3	**City Permits: Cities of San Jose and Sunnyvale**			**$9,026**
	Gordon Sweet (BKF Engineers)	2	$357.35	$715
	Marcelo Cosentino (BKF Engineers)	4	$299.26	$1,197
	Cheung Wong (BKF Engineers)	12	$240.05	$2,881
	Sr. Project Engineer/Sr. Project Surveyor (BKF Engineers)	10	$230.34	$2,303
	Design Engineer/Staff Surveyor (BKF Engineers)	12	$160.87	$1,930
1.4	**City of Santa Clara Bicycle and Pedestrian Advisory Committee**			**$12,376**
	Gordon Sweet (BKF Engineers)	2	$357.35	$715
	Marcelo Cosentino (BKF Engineers)	4	$299.26	$1,197
	Cheung Wong (BKF Engineers)	12	$240.05	$2,881
	Sr. Project Engineer/Sr. Project Surveyor (BKF Engineers)	8	$230.34	$1,843
	Design Engineer/Staff Surveyor (BKF Engineers)	12	$160.87	$1,930
	Technician IV (BKF Engineers)	20	$190.52	$3,810
TOTAL FOR TASK 1		**294**		**$62,469**

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TASK #	DESCRIPTION	BUDGETED HOURS	HOURLY RATE	TOTAL
2	**Caltrans Construction Authorization (E-76)**			
2.1	**Caltrans Construction Authorization (E-76)**			**$31,762**
	Gordon Sweet (BKF Engineers)	4	$357.35	$1,429
	Marcelo Cosentino (BKF Engineers)	12	$299.26	$3,591
	Cheung Wong (BKF Engineers)	16	$240.05	$3,841
	Andrew Michel (BKF Engineers)	8	$299.26	$2,394
	Sr. Project Engineer/Sr. Project Surveyor (BKF Engineers)	32	$230.34	$7,371
	Project Engineer/Project Surveyor (BKF Engineers)	32	$194.14	$6,212
	Principal Project Manager (David J. Power & Associates)	6	$266.78	$1,601
	Project Manager (David J. Power & Associates)	24	$169.69	$4,073
	Graphic Artist (David J. Power & Associates)	12	$104.20	$1,250
TOTAL FOR TASK 2		**146**		**$31,762**
3	**Plans, Specifications, and Estimate (PS&E)**			
3.1	**65% PS&E**			**$128,506**
	Gordon Sweet (BKF Engineers)	2	$357.35	$715
	Marcelo Cosentino (BKF Engineers)	16	$299.26	$4,788
	Carmelo Cecilio (BKF Engineers)	8	$266.41	$2,131
	Cheung Wong (BKF Engineers)	60	$240.05	$14,403
	Norm Dyer (BKF Engineers)	2	$247.29	$495
	Andrew Michel (BKF Engineers)	24	$299.26	$7,182
	Engineering Manager	34	$247.26	$8,407
	Sr. Project Engineer/Sr. Project Surveyor (BKF Engineers)	54	$230.34	$12,438
	Project Engineer/Project Surveyor (BKF Engineers)	94	$194.14	$18,249
	Design Engineer/Staff Surveyor (BKF Engineers)	120	$160.87	$19,304
	Technician IV (BKF Engineers)	120	$190.52	$22,862
	Clerical Admin Assistant (BKF Engineers)	8	$104.49	$836
	Nayan Amin (TJKM)	4	$284.92	$1,140
	Sandeep Paparaju (TJKM)	12	$221.90	$2,663
	Rutvij Patel (TJKM)	24	$221.90	$5,326
	Andrew Dickson (TJKM)	52	$145.52	$7,567
3.2	**95% PS&E**			**$114,251**
	Gordon Sweet (BKF Engineers)	2	$357.35	$715
	Marcelo Cosentino (BKF Engineers)	16	$299.26	$4,788
	Carmelo Cecilio (BKF Engineers)	8	$266.41	$2,131
	Cheung Wong (BKF Engineers)	52	$240.05	$12,483
	Norm Dyer (BKF Engineers)	2	$247.29	$495

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TASK #	DESCRIPTION	BUDGETED HOURS	HOURLY RATE	TOTAL
	Andrew Michel (BKF Engineers)	20	$299.26	$5,985
	Engineering Manager	30	$247.26	$7,418
	Sr. Project Engineer/Sr. Project Surveyor BKF Engineers)	42	$230.34	$9,674
	Project Engineer/Project Surveyor (BKF Engineers)	82	$194.14	$15,919
	Design Engineer/Staff Surveyor (BKF Engineers)	102	$160.87	$16,409
	Technician IV (BKF Engineers)	100	$190.52	$19,052
	Clerical Admin Assistant (BKF Engineers)	8	$104.49	$836
	Nayan Amin (TJKM)	4	$284.92	$1,140
	Sandeep Paparaju (TJKM)	12	$221.90	$2,663
	Rutvij Patel (TJKM)	38	$221.90	$8,432
	Andrew Dickson (TJKM)	42	$145.52	$6,112
3.3	**100% PS&E**			**$104,573**
	Gordon Sweet (BKF Engineers)	2	$357.35	$715
	Marcelo Cosentino (BKF Engineers)	16	$299.26	$4,788
	Carmelo Cecilio (BKF Engineers)	8	$266.41	$2,131
	Cheung Wong (BKF Engineers)	52	$240.05	$12,483
	Norm Dyer (BKF Engineers)	2	$247.29	$495
	Andrew Michel (BKF Engineers)	20	$299.26	$5,985
	Engineering Manager	28	$247.26	$6,923
	Sr. Project Engineer/Sr. Project Surveyor (BKF Engineers)	36	$230.34	$8,292
	Project Engineer/Project Surveyor (BKF Engineers)	76	$194.14	$14,755
	Design Engineer/Staff Surveyor (BKF Engineers)	90	$160.87	$14,478
	Technician IV (BKF Engineers)	90	$190.52	$17,147
	Clerical Admin Assistant (BKF Engineers)	8	$104.49	$836
	Nayan Amin (TJKM)	4	$284.92	$1,140
	Sandeep Paparaju (TJKM)	12	$221.90	$2,663
	Rutvij Patel (TJKM)	28	$221.90	$6,213
	Andrew Dickson (TJKM)	38	$145.52	$5,530
3.4	**Final Bid Set Documents**			**$83,169**
	Gordon Sweet (BKF Engineers)	2	$357.35	$715
	Marcelo Cosentino (BKF Engineers)	12	$299.26	$3,591
	Carmelo Cecilio (BKF Engineers)	6	$266.41	$1,598
	Cheung Wong (BKF Engineers)	24	$240.05	$5,761
	Norm Dyer (BKF Engineers)	2	$247.29	$495
	Andrew Michel (BKF Engineers)	18	$299.26	$5,387
	Engineering Manager	24	$247.26	$5,934

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TASK #	DESCRIPTION	BUDGETED HOURS	HOURLY RATE	TOTAL
	Sr. Project Engineer/Sr. Project Surveyor (BKF Engineers)	32	$230.34	$7,371
	Project Engineer/Project Surveyor (BKF engineers)	56	$194.14	$10,872
	Design Engineer/Staff Surveyor (BKF Engineers)	72	$160.87	$11,583
	Technician IV (BKF Engineers)	80	$190.52	$15,242
	Clerical Admin Assistant (BKF Engineers)	8	$104.49	$836
	Nayan Amin (TJKM)	4	$284.92	$1,140
	Sandeep Paparaju (TJKM)	12	$221.90	$2,663
	Rutvij Patel (TJKM)	24	$221.90	$5,326
	Andrew Dickson (TJKM)	32	$145.52	$4,657
TOTAL FOR TASK 3		**2112**		**$430,499**
TOTAL FOR PHASE 2B				**$524,731**

3. PHASE 2C – AS-NEEDED CONSTRUCTION ENGINEERING

TASK #	DESCRIPTION	BUDGETED HOURS	HOURLY RATE	TOTAL
PHASE 2C: AS-NEEDED CONSTRUCTION ENGINEERING				
1	**As-Needed Bid and Award Support**			
1.1	**As-Needed Bid and Award Support**			**$10,649**
	Gordon Sweet (BKF Engineers)	2	$357.35	$715
	Marcelo Cosentino (BKF Engineers)	8	$299.26	$2,394
	Cheung Wong (BKF Engineers)	12	$240.05	$2,881
	Project Engineer/Project Surveyor (BKF Engineers)	24	$194.14	$4,659
TOTAL FOR TASK 1		**46**		**$21,297**
2	**As-Needed Construction Support**			
2.1	**As-Needed Construction Support**			**$32,215**
	Gordon Sweet (BKF Engineers)	4	$357.35	$1,429
	Marcelo Cosentino (BKF Engineers)	12	$299.26	$3,591
	Cheung Wong (BKF Engineers)	28	$240.05	$6,721
	Sr. Project Engineer/Sr. Project Surveyor (BKF Engineers)	32	$230.34	$7,371
	Project Engineer/Project Surveyor (BKF Engineers)	36	$194.14	$6,989
	Design Engineer/Staff Surveyor (BKF Engineers)	38	$160.87	$6,113
TOTAL FOR TASK 2		**150**		**$32,215**
3	**As-Needed Post Construction Phase**			

TASK #	DESCRIPTION	BUDGETED HOURS	HOURLY RATE	TOTAL
3.1	**As-Needed Post Construction Phase**			**$18,650**
	Gordon Sweet (BKF Engineers)	2	$357.35	$715
	Marcelo Cosentino (BKF Engineers)	4	$299.26	$1,197
	Nayan Amin (TJKM)	4	$284.92	$1,140
	Sandeep Paparaju (TJKM)	20	$221.90	$4,438
	Rutvij Patel (TJKM)	28	$221.90	$6,213
	Andrew Dickson (TJKM)	34	$145.52	$4,948
TOTAL FOR TASK 3		**92**		**$18,650**
TOTAL FOR PHASE 2C				**$72,163**

4. OTHER DIRECT COSTS

Other Direct Costs	
Postage/Delivery	$200
Mileage/Travel	$4,600
Printing/Reproduction (Internal)	$0
Aerial Topography	$0
Filing Fees	$50
Subconsultant Markup 10%	$4,546
TOTAL FOR OTHER DIRECT COSTS	**$9,396**

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EXHIBIT C
INSURANCE REQUIREMENTS

Without limiting the Consultant's indemnification of the City, and prior to commencing any of the Services required under this Agreement, the Consultant shall provide and maintain in full force and effect during the period of performance of the Agreement and for twenty-four (24) months following acceptance by the City, at its sole cost and expense, the following insurance policies from insurance companies authorized to do business in the State of California. These policies shall be primary insurance as to the City of Santa Clara so that any other coverage held by the City shall not contribute to any loss under Consultant's insurance. The minimum coverages, provisions and endorsements are as follows:

A. COMMERCIAL GENERAL LIABILITY INSURANCE

1. Commercial General Liability Insurance policy which provides coverage at least as broad as Insurance Services Office form CG 00 01. Policy limits are subject to review, but shall in no event be less than, the following:

   $1,000,000 Each Occurrence
   $2,000,000 General Aggregate
   $2,000,000 Products/Completed Operations Aggregate
   $1,000,000 Personal Injury

2. Exact structure and layering of the coverage shall be left to the discretion of Consultant; however, any excess or umbrella policies used to meet the required limits shall be at least as broad as the underlying coverage and shall otherwise follow form.

3. The following provisions shall apply to the Commercial Liability policy as well as any umbrella policy maintained by the Consultant to comply with the insurance requirements of this Agreement:

   a. Coverage shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits;

   b. There shall be no cross liability exclusion which precludes coverage for claims or suits by one insured against another; and

   c. Coverage shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of liability.

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B. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Business automobile liability insurance policy which provides coverage at least as broad as ISO form CA 00 01 with policy limits a minimum limit of not less than one million dollars ($1,000,000) each accident using, or providing coverage at least as broad as, Insurance Services Office form CA 00 01. Liability coverage shall apply to all owned (if any), non-owned and hired autos.

C. WORKERS' COMPENSATION

1. Workers' Compensation Insurance Policy as required by statute and employer's liability with limits of at least one million dollars ($1,000,000) policy limit Bodily Injury by disease, one million dollars ($1,000,000) each accident/Bodily Injury and one million dollars ($1,000,000) each employee Bodily Injury by disease.

2. The indemnification and hold harmless obligations of Consultant included in this Agreement shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefit payable by or for Consultant or any subcontractor under any Workers' Compensation Act(s), Disability Benefits Act(s) or other employee benefits act(s).

3. This policy must include a Waiver of Subrogation in favor of the City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents.

D. PROFESSIONAL LIABILITY

Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designed to protect against negligent acts, errors or omissions of the Consultant. Covered services as designated in the policy must specifically include work performed under this agreement. Coverage shall be in an amount of not less than one million dollars ($1,000,000) per claim or two million dollars ($2,000,000) aggregate. Any coverage containing a deductible or self-retention must first be approved in writing by the City Attorney's Office.

E. COMPLIANCE WITH REQUIREMENTS

All of the following clauses and/or endorsements, or similar provisions, must be part of each commercial general liability policy, and each umbrella or excess policy.

1. Additional Insureds. City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents are hereby added as additional insureds in respect to liability arising out of Consultant's work for City, using Insurance Services Office (ISO) Endorsement CG 20 10 11 85,

or the combination of CG 20 10 03 97 and CG 20 37 10 01, or its equivalent.

2. Primary and non-contributing. Each insurance policy provided by Consultant shall contain language or be endorsed to contain wording making it primary insurance as respects to, and not requiring contribution from, any other insurance which the indemnities may possess, including any self-insurance or self-insured retention they may have. Any other insurance indemnities may possess shall be considered excess insurance only and shall not be called upon to contribute with Consultant's insurance.

3. Cancellation.

   a. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided due to non-payment of premiums shall be effective until written notice has been given to City at least ten (10) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least ten (10) days prior to the effective date of non-renewal.

   b. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided for any cause save and except non-payment of premiums shall be effective until written notice has been given to City at least thirty (30) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least thirty (30) days prior to the effective date of non-renewal.

4. Other Endorsements. Other endorsements may be required for policies other than the commercial general liability policy if specified in the description of required insurance set forth in Sections A through E of this Exhibit C, above.

F. ADDITIONAL INSURANCE RELATED PROVISIONS

Consultant and City agree as follows:

1. Consultant agrees to ensure that subcontractors, and any other party involved with the Services, who is brought onto or involved in the performance of the Services by Consultant, provide the same minimum insurance coverage required of Consultant, except as with respect to limits. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. Consultant agrees

that upon request by City, all agreements with, and insurance compliance documents provided by, such subcontractors and others engaged in the project will be submitted to City for review.

2. Consultant agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Consultant for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.

3. The City reserves the right to withhold payments from the Consultant in the event of material noncompliance with the insurance requirements set forth in this Agreement.

G. EVIDENCE OF COVERAGE

Prior to commencement of any Services under this Agreement, Consultant, and each and every subcontractor (of every tier) shall, at its sole cost and expense, provide and maintain not less than the minimum insurance coverage with the endorsements and deductibles indicated in this Agreement. Such insurance coverage shall be maintained with insurers, and under forms of policies, satisfactory to City and as described in this Agreement. Consultant shall file with the City all certificates and endorsements for the required insurance policies for City's approval as to adequacy of the insurance protection.

H. EVIDENCE OF COMPLIANCE

Consultant or its insurance broker shall provide the required proof of insurance compliance, consisting of Insurance Services Office (ISO) endorsement forms or their equivalent and the ACORD form 25-S certificate of insurance (or its equivalent), evidencing all required coverage shall be delivered to City, or its representative as set forth below, at or prior to execution of this Agreement. Upon City's request, Consultant shall submit to City copies of the actual insurance policies or renewals or replacements. Unless otherwise required by the terms of this Agreement, all certificates, endorsements, coverage verifications and other items required to be delivered to City pursuant to this Agreement shall be emailed to:

ctsantaclara@ebix.com

Or mailed to:

EBIX Inc.
City of Santa Clara Department of Public Works
P.O. Box 100085 – S2
Duluth, GA 30096

Telephone number: 951-766-2280
Fax number: 770-325-0409

I. QUALIFYING INSURERS

All of the insurance companies providing insurance for Consultant shall have, and provide written proof of, an A. M. Best rating of at least A minus 6 (A- VI) or shall be an insurance company of equal financial stability that is approved by the City or its insurance compliance representatives.

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EXHIBIT D
LABOR COMPLIANCE ADDENDUM

This Agreement is subject to the requirements of California Labor Code section 1720 et seq. requiring the payment of prevailing wages, the training of apprentices, and compliance with other applicable requirements.

A. **Prevailing Wage Requirements**

1. Contractor shall be obligated to pay not less than the General Prevailing Wage Rate, which can be found at www.dir.ca.gov and are on file with the City Clerk's office, which shall be available to any interested party upon request. Contractor is also required to have a copy of the applicable wage determination posted and/or available at each job site.

2. Specifically, contractors are reminded of the need for compliance with Labor Code Section 1774-1775 (the payment of prevailing wages and documentation of such), Section 1776 (the keeping and submission of accurate certified payrolls) and 1777.5 in the employment of apprentices on public works projects. Further, overtime must be paid for work in excess of 8 hours per day or 40 hours per week pursuant to Labor Code Section 1811-1813.

3. Special prevailing wage rates generally apply to work performed on weekends, holidays and for certain shift work. Depending on the location of the project and the amount of travel incurred by workers on the project, certain travel and subsistence payments may also be required. Contractors and subcontractors are on notice that information about such special rates, holidays, premium pay, shift work and travel and subsistence requirements can be found at www.dir.ca.gov .

4. Only bona fide apprentices actively enrolled in a California Division of Apprenticeship Standards approved program may be employed on the project as an apprentice and receive the applicable apprenticeship prevailing wage rates. Apprentices who are not properly supervised and employed in the appropriate ratio shall be paid the full journeyman wages for the classification of work performed.

5. As a condition to receiving progress payments, final payment and payment of retention on any and all projects on which the payment of prevailing wages is required, Contractor agrees to present to City, along with its request for payment, all applicable and necessary certified payrolls (for itself and all applicable subcontractors) for the time period covering such payment request. The term "certified payroll" shall include all required documentation to comply with the mandates set forth in Labor Code Section 1720 *et seq*, as well as any additional documentation requested by the City or its designee including, but not limited to: certified

payroll, fringe benefit statements and backup documentation such as monthly benefit statements, employee timecards, copies of wage statements and cancelled checks, proof of training contributions (CAC2 if applicable), and apprenticeship forms such as DAS-140 and DAS-142.

6. In addition to submitting the certified payrolls and related documentation to City, Contractor and all subcontractors shall be required to submit certified payroll and related documents electronically to the California Department of Industrial Relations. Failure to submit payrolls to the DIR when mandated by the project parameters shall also result in the withholding of progress, retention and/or final payment.

7. No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

8. No contractor or subcontractor may be awarded a contract for public work on a public works project, unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. Contractors MUST be a registered “public works contractor” with the DIR AT THE TIME OF BID. Where the prime contract is less than $15,000 for maintenance work or less than $25,000 for construction alternation, demolition or repair work, registration is not required.

9. All contractors/subcontractors and related construction services subject to prevailing wage, including but not limited to: trucking, surveying and inspection work must be registered with the Department of Industrial Relations as a “public works contractor”. Those you fail to register and maintain their status as a public works contractor shall not be permitted to perform work on the project.

10. Should any contractor or subcontractors not be a registered public works contractor and perform work on the project, Contractor agrees to fully indemnify the City for any fines assessed by the California Department of Industrial Relations against the City for such violation, including all staff costs and attorney’s fee relating to such fine.

11. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

B. Audit Rights

All records or documents required to be kept pursuant to this Agreement to verify compliance with this Addendum shall be made available for audit at no cost to City, at any time during regular business hours, upon written request by the City Attorney, City Auditor, City Manager, or a designated representative of any of these officers. Copies of such records or documents shall be provided to City for audit at City Hall when it is

practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records or documents shall be made available at Contractor's address indicated for receipt of notices in this Agreement.

C. Enforcement

1. City shall withhold any portion of a payment; including the entire payment amount, until certified payroll forms and related documentation are properly submitted, reviewed and found to be in full compliance. In the event that certified payroll forms do not comply with the requirements of Labor Code Section 1720 et seq., City may continue to hold sufficient funds to cover estimated wages and penalties under the Agreement.

2. Based on State funding sources, this project may be subject to special labor compliance requirements of Proposition 84.

3. The City is not obligated to make any payment due to Contractor until Contractor has performed all of its obligations under these provisions. This provision means that City can withhold all or part of a payment to Contractor until all required documentation is submitted. Any payment by the City despite Contractor's failure to fully perform its obligations under these provisions shall not be deemed to be a waiver of any other term or condition contained in this Agreement or a waiver of the right to withhold payment for any subsequent breach of this Addendum.

City or the California Department of Industrial Relations may impose penalties upon contractors and subcontractors for failure to comply with prevailing wage requirements. These penalties are up to $200 per day per worker for each wage violation identified; $100 per day per worker for failure to provide the required paperwork and documentation requested within a 10-day window; and $25 per day per worker for any overtime violation.

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EXHIBIT E

TITLE VI ASSURANCES

APPENDIX A

During the performance of this Agreement, the contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as CONSULTANT) agrees as follows:

a. Compliance with Regulations: CONSULTANT shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.

b. Nondiscrimination: CONSULTANT, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.

c. Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONSULTANT for work to be performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONSULTANT of the CONSULTANT'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

d. Information and Reports: CONSULTANT shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the recipient or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, CONSULTANT shall so certify to the recipient or FHWA as appropriate, and shall set forth what efforts CONSULTANT has made to obtain the information.

e. Sanctions for Noncompliance: In the event of CONSULTANT's noncompliance with the nondiscrimination provisions of this agreement, the recipient shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

i. withholding of payments to CONSULTANT under the Agreement within a reasonable period of time, not to exceed 90 days; and/or

ii. cancellation, termination or suspension of the Agreement, in whole or in part.

f. Incorporation of Provisions: CONSULTANT shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

CONSULTANT shall take such action with respect to any sub-agreement or procurement as the recipient or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event CONSULTANT becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, CONSULTANT may request the recipient enter into such litigation to protect the interests of the State, and, in addition, CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX E

During the performance of this contract, the CONSULTANT, for itself, its assignees, and successors in interest (hereinafter referred to as the "CONSULTANT") agrees to comply with the following nondiscrimination statutes and authorities, including, but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42
- U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), prohibits discrimination on the basis of sex;
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), prohibits discrimination on the basis of age);

- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination of the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English Proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C.1681 et seq).

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EXHIBIT F

NOTICE OF EXERCISE OF OPTION TO EXTEND AGREEMENT FORM

AGREEMENT TITLE:	
CONSULTANT:	
DATE:	

Pursuant to Section __ of the Agreement referenced above, the City of Santa Clara hereby exercises its option to extend the term under the following provisions:

OPTION NO.	# of #

NEW OPTION TERM

Begin date:	
End date:	

☐ **CHANGES IN RATE OF COMPENSATION**

Percentage change in CPI upon which adjustment is based:	

Pursuant to Section ___ of the Agreement the rates of compensation are hereby adjusted as follows:
(use attachment if necessary)

MAXIMUM COMPENSATION for New Option Term:	

For the option term exercised by this Notice, City shall pay Consultant an amount not to exceed the amount set forth above for Consultant's services and reimbursable expenses, if any. The undersigned signing on behalf of the City of Santa Clara hereby certifies that an unexpended appropriation is available for the term exercised by this Notice, and that funds are available as of the date of this signature.

Dated: _____

Approved as to Form:

_____
GLEN R. GOOGINS
City Attorney

_____
JŌVAN D. GROGAN
City Manager
City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

DRAFT

24-703 Agenda Date: 9/24/2024

REPORT TO COUNCIL

SUBJECT
Action on a Grant Agreement with the California Office of Traffic Safety and Amendment No. 1 to the Agreement with Kimley-Horn and Associates, Inc. for the Santa Clara Vision Zero Plan and Related Budget Amendments

COUNCIL PILLAR
Deliver and Enhance High Quality Efficient Services and Infrastructure

BACKGROUND
Vision Zero is a strategy aimed at eliminating traffic fatalities and severe injuries while also enhancing safe, healthy, and equitable mobility for all. Initially introduced in Sweden in the 1990s, Vision Zero programs have since been implemented around the world and locally in California and Santa Clara County. The City's Bicycle Plan and Pedestrian Master Plan both include objectives related to exploring the implementation of a Vision Zero Plan. Staff have been actively pursuing various funding sources for a Santa Clara Vision Zero Plan (Plan).

In December 2023, the City Council accepted Federal Safe Streets and Roads for All (SS4A) grant funding to establish the Plan. The City Council also authorized the City Manager to execute all documents related to accepting the federal funding and approved a budget amendment of $570,000 for the Plan. By January 2024, the grant agreement with the Federal Highway Administration (FHWA) was fully executed.

In May 2024, the City Council approved an agreement with Kimley-Horn and Associates, Inc. (Kimley-Horn, Attachment 2) for professional services to assist with the development of the Plan. In July 2024, the City of Santa Clara received an additional $77,800 grant from the California Office of Traffic Safety (OTS) for the promotion and development of the Plan. OTS is the agency responsible for administering traffic safety grants made available to California by the National Highway Traffic Safety Administration (NHTSA). These grant funds will be used for communications and media campaigns, including the design of a Vision Zero logo, as well as the distribution of educational, promotional, and safety materials. Additionally, the funds will support the acquisition of multi-modal citywide transportation data to complete a comprehensive transportation safety analysis.

The purpose of this report is to request Council authorization for the City Manager to execute the Grant Agreement with OTS (Grant Agreement, Attachment 1) and Amendment No. 1 to the agreement with Kimley-Horn (Attachment 3). Both documents are required to be executed prior to OTS' release of the grant funds.

DISCUSSION
As a condition of receiving the grant, the City is required to execute the Grant Agreement before OTS

can approve the award of $77,800. The Grant Agreement specifies that the grant funds must be expended between October 1, 2024, and September 30, 2025. Therefore, staff is requesting that the City Council authorize the City Manager to execute the Grant Agreement as the Authorizing Official on behalf of the City.

Additionally, staff is seeking authorization to execute Amendment No. 1 to the agreement with Kimley-Horn. Amendment No. 1 will allocate $24,299 of the $77,800, bringing the total not-to-exceed compensation to $580,835. The funds will be used for the purchase of safety items and to support additional community engagement workshops/events and Santa Clara Vision Zero Plan promotions.

ENVIRONMENTAL REVIEW

The action being considered does not constitute a “project” within the meaning of the California Environmental Quality Act (“CEQA”) pursuant to CEQA Guidelines section 15378(a) as it has no potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment.

FISCAL IMPACT

The recommended budget action recognizes OTS grant funding in the amount of $77,800 and allocates those funds to a new Santa Clara Vision Zero - 2024 OTS Grant project in the Streets and Highways Capital Fund. This project will provide funding for Amendment No. 1 with Kimley-Horn.

Amendment No. 1 with Kimley-Horn and Associates, Inc. for the Santa Clara Vision Zero Plan will increase the current $556,536 agreement by $24,299 for a total not to exceed amount of $580,835.

The table below summarizes the budget action for FY 2024/25.

Budget Amendment
FY 2024/25

	Current	Increase/ (Decrease)	Revised
Streets and Highways Capital Fund			
Revenues			
Other Agencies Revenue	$27,692,361	$77,800	$27,770,161
Expenditures			
Expenditures			
Santa Clara Vision Zero - 2024 OTS Grant (New Project)	$0	$77,800	$77,800

COORDINATION

This report has been coordinated with the City Manager’s Office, the Finance Department and the City Attorney’s Office.

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email clerk@santaclaraca.gov <mailto:clerk@santaclaraca.gov> or at the public information desk at any City of Santa Clara public library.

RECOMMENDATION

1. Authorize the City Manager to execute and take all necessary steps to implement the Grant Agreement between the City of Santa Clara and the State of California Office of Traffic Safety in the amount of $77,800 for the Santa Clara Vision Zero Plan, in a final form approved by the City Attorney;
2. Authorize the City Manager to negotiate and execute Amendment No. 1 to the Agreement with Kimley-Horn and Associates, Inc. to increase the maximum compensation by $24,299 for a revised not-to-exceed amount of $580,835, to provide promotional materials and additional support services for the Santa Clara Vision Zero Plan, in a final form approved by the City Attorney;
3. Authorize the City Manager to make minor modifications to both agreements and to extend the terms, if needed, in a final form approved by the City Attorney; and
4. Approve the FY 2024/25 budget amendment in the Streets and Highways Capital Fund to increase the Other Agencies Revenue estimate by $77,800 to recognize grant funding for the OTS grant and establish the Santa Clara Vision Zero - 2024 OTS Grant Project in the amount of $77,800. (Five affirmative Council votes required to appropriate additional revenue) .

Reviewed by: Craig Mobeck, Director of Public Works
Approved by: Jovan D. Grogan, City Manager

ATTACHMENTS

1. Office of Traffic Safety Grant Agreement
2. Original Agreement with Kimley-Horn and Report to Council 24-222
3. Draft Amendment No.1 to Agreement with Kimley-Horn

1. GRANT TITLE
Pedestrian and Bicycle Safety Program

2. NAME OF AGENCY
Santa Clara

3. Grant Period
From: 10/01/2024
To: 09/30/2025

4. AGENCY UNIT TO ADMINISTER GRANT
Santa Clara Public Works Department

5. GRANT DESCRIPTION
Santa Clara Public Works Department will focus on collecting comprehensive citywide multi-modal travel data to obtain bicycle, pedestrian, and vehicle transportation analytics. This data will pinpoint safety issues within the community in order to develop and deliver traffic safety education and identify safety improvement opportunities.

6. Federal Funds Allocated Under This Agreement Shall Not Exceed: $77,800.00

7. TERMS AND CONDITIONS: The parties agree to comply with the terms and conditions of the following which are by this reference made a part of the Agreement:

- ≠ Schedule A – Problem Statement, Goals and Objectives and Method of Procedure
- ≠ Schedule B – Detailed Budget Estimate and Sub-Budget Estimate (if applicable)
- ≠ Schedule B-1 – Budget Narrative and Sub-Budget Narrative (if applicable)
- ≠ Exhibit A – Certifications and Assurances
- ≠ Exhibit B* – OTS Grant Program Manual
- ≠ Exhibit C – Grant Electronic Management System (GEMS) Access

*Items shown with an asterisk (*), are hereby incorporated by reference and made a part of this agreement as if attached hereto.

These documents can be viewed at the OTS home web page under Grants: www.ots.ca.gov.

We, the officials named below, hereby swear under penalty of perjury under the laws of the State of California that we are duly authorized to legally bind the Grant recipient to the above described Grant terms and conditions.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

8. Approval Signatures

A. GRANT DIRECTOR
NAME: Steve Chan
TITLE: Transportation Manager
EMAIL: schan@santaclaraca.gov
PHONE: (408) 615-3021
ADDRESS: 1500 Warburton Avenue
Santa Clara, CA 95050

(Signature) *(Date)*

B. AUTHORIZING OFFICIAL
NAME: Jõvan Grogan
TITLE: City Manager
EMAIL: manager@santaclaraca.gov
PHONE: (408) 615-2211
ADDRESS: 1500 Warburton Avenue
Santa Clara, CA 95050

(Signature) *(Date)*

C. FISCAL OFFICIAL
NAME: Kenn Lee
TITLE: Finance Director
EMAIL: klee@santaclaraca.gov
PHONE: (408) 615-2344
ADDRESS: 1500 Warburton Avenue
Santa Clara, CA 95050

(Signature) *(Date)*

D. AUTHORIZING OFFICIAL OF OFFICE OF TRAFFIC SAFETY
NAME: Barbara Rooney
TITLE: Director
EMAIL: barbara.rooney@ots.ca.gov
PHONE: (916) 509-3030
ADDRESS: 2208 Kausen Drive, Suite 300
Elk Grove, CA 95758

(Signature) *(Date)*

E. ACCOUNTING OFFICER OF OFFICE OF TRAFFIC SAFETY	9. **SAM INFORMATION**
NAME: Carolyn Vu ADDRESS: 2208 Kausen Drive, Suite 300 Elk Grove, CA 95758	SAM #: RK62GLSXRUK9 REGISTERED ADDRESS: 1500 Warburton Avenue CITY: Santa Clara ZIP+4: 95050-4307

10. PROJECTED EXPENDITURES

FUND	CFDA	ITEM/APPROPRIATION	F.Y.	CHAPTER	STATUTE	PROJECTED EXPENDITURES

	AGREEMENT TOTAL **$77,800.00**
	AMOUNT ENCUMBERED BY THIS DOCUMENT **$77,800.00**
I CERTIFY upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated above.	PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT **$ 0.00**
OTS ACCOUNTING OFFICER'S SIGNATURE / DATE SIGNED	TOTAL AMOUNT ENCUMBERED TO DATE **$77,800.00**

1. PROBLEM STATEMENT

The City of Santa Clara (population: 127,681) will develop a Vision Zero Action Plan and Policy that aims to address serious injury crashes and fatalities occurring within the City through a comprehensive collision analysis that includes the highest types, locations, severity, and victim demographics. The City has 29,591 residents or about 23% of the citywide population in underserved communities that have limited access to transportation, health, economy, equity, resilience, and environmental resources, and may be disproportionately impacted by traffic crashes. Over the past three years (2021-2023), the City had 937 crashes in total, 124 bicycle-involved crashes (13%) and 187 pedestrian-involved crashes (20%). Of these bicycle and pedestrian crashes, there were 143 injuries and 8 fatal crashes. The City observed an increasing trend in crashes and recognized the urgency to address roadway safety issue citywide with a Safe System approach. The development of a Vision Zero Plan, which encompasses a Vision Zero Policy, is identified as a citywide goal in the City's Bicycle Master Plan and Pedestrian Master Plan. As part of the project, the City will conduct a robust community engagement and communications campaign to increase public awareness of transportation safety.

As part of the Vision Zero Plan, the City will conduct a comprehensive citywide safety analysis and develop a crash countermeasure toolbox based on recommendations within the AASHTO Highway Safety Manual and the Caltrans Local Roadway Safety Manual. Although the City has existing traffic counts at various locations, the City does not have comprehensive citywide bicycle and pedestrian travel data. To better understand the safety issues within our community, the City will obtain citywide multi-modal travel data from a third-party vendor to collect bicycle, pedestrian, and vehicle transportation analytics. This data will help City understand multi-mode traffic patterns and pinpoint the areas most needing safety improvements.

2. PERFORMANCE MEASURES

A. Goals:

1. Reduce the number of persons killed in traffic crashes.
2. Reduce the number of persons injured in traffic crashes.
3. Reduce the number of pedestrians killed in traffic crashes.
4. Reduce the number of pedestrians injured in traffic crashes.
5. Reduce the number of pedestrians killed under age 15 in traffic crashes.
6. Reduce the number of pedestrians injured under age 15 in traffic crashes.
7. Reduce the number of pedestrians killed over age 65 in traffic crashes.
8. Reduce the number of pedestrians injured over age 65 in traffic crashes.
9. Reduce the number of bicyclists killed in traffic crashes.
10. Reduce the number of bicyclists injured in traffic crashes.
11. Reduce the number of bicyclists under age 15 killed in traffic crashes.
12. Reduce the number of bicyclists under age 15 injured in traffic crashes.
13. Increase bicycle helmet usage.

B. Objectives:	Target Number
1. Issue a press release announcing the kick-off of the grant by November 15. The kick-off press releases and media advisories, alerts, and materials must be emailed to the OTS Public Information Officer at pio@ots.ca.gov, and copied to your OTS Coordinator, for approval 7 days prior to the issuance date of the release.	1
2. Participate in traffic safety fairs and/or community events with an effort to reach individuals.	3
3. Work closely with community-based organizations at both the neighborhood and community level with an effort to reach individuals.	1
4. Participate in the following campaigns: National Walk to School Day, National Bicycle Safety Month, California's Pedestrian Safety Month and National Pedestrian Safety Month.	4
5. Distribute pedestrian/bicycle safety items at no cost to youth or community members in need, during bicycle rodeos, presentations, workshops, trainings, and	1

community events to increase safety and visibility. Report quarterly on pedestrian/bicycle safety items distributed.	
6. Develop bicycle and pedestrian safety educational materials to be distributed during classroom presentations, workshops, and community events. Submit materials to PIO for approval and upload approved material.	1
7. Participate in Safe Routes to School coalition meetings.	1
8. Conduct community outreach events with an effort to reach adults.	4
9. Collaborate with health care providers and/or senior centers to promote pedestrian safety.	1
10. Execute subcontracts referenced in the budget. Prior to finalizing the subcontract, grantee should work with the OTS to ensure all costs in the sub contract are allowable. Upon execution of subcontract, upload a copy of the subcontract and request a revision to the grant budget to add new budget line items for associated costs under contractual services. If not yet executed, provide ETA.	1
11. Analyze and report quarterly on citywide multi-modal travel data purchased with grant funds.	4
12. Analyze and report quarterly on citywide multi-modal travel data purchased with grant funds.	4
13. Develop a collision countermeasure toolbox.	1
14. Develop Vision Zero content for banners.	1
15. Develop Vision Zero content for bus shelter posters.	1
16. Develop Vision Zero content for flyers.	1
17. Distribute Vision Zero fliers.	1
18. Host a community workshop and seek traffic safety input from the public.	1
19. Identify multi-mode traffic patterns and pinpoint the areas most needing safety improvements.	1
20. Place Vision Zero banners at locations within Santa Clara.	1
21. Place Vision Zero posters at locations within Santa Clara.	1
22. Post traffic safety messaging to social media.	3

3. METHOD OF PROCEDURE

A. Phase 1 – Program Preparation (1st Quarter of Grant Year)

- ≠ Develop operational plans to implement the "best practice" strategies outlined in the objectives section.
- ≠ All training needed to implement the program should be conducted in the first quarter.
- ≠ All grant related purchases needed to implement the program should be made in the first quarter.

Media Requirements

- ≠ Issue a press release approved by the OTS PIO announcing the kick-off of the grant by November 15, but no sooner than October 1. The kick-off release must be approved by the OTS PIO and only distributed after the grant is fully signed and executed. If you are unable to meet the November 15 deadline to issue a kick-off press release, communicate reasons to your OTS grant coordinator and OTS PIO.

B. Phase 2 – Program Operations (Throughout Grant Year)

Media Requirements

The following requirements are for all grant-related activities:

- ≠ Send all media advisories, alerts, videos, graphics, artwork, posters, radio/PSA/video scripts, storyboards, digital and/or print educational materials for grant-related activities to the OTS PIO at pio@ots.ca.gov for approval and copy your OTS grant coordinator. Optimum lead time would be 7 days before the scheduled release but at least 3 business days prior to the scheduled release date for review and approval is appreciated.
- ≠ Send all Powerpoint presentations, online presentations and trainings for grant-related activities to the OTS PIO at pio@ots.ca.gov for approval and copy your OTS grant coordinator. Certified training courses are EXEMPT from the approval process.

- ≠ The OTS PIO is responsible for the approval of the design and content of materials. The agency understands OTS PIO approval is not authorizing approval of budget expenditure or cost. Any cost approvals must come from the OTS grant coordinator.
- ≠ Pre-approval is not required when using any OTS-supplied template for media advisories, press releases, social media graphics, videos or posts, or any other OTS-supplied educational material. However, copy the OTS PIO at pio@ots.ca.gov and your OTS grant coordinator when any material is distributed to the media and public, such as a press release, educational material, or link to social media post. The OTS-supplied kick-off press release templates and any kickoff press releases are an exception to this policy and require prior approval before distribution to the media and public.
- ≠ If an OTS-supplied template, educational material, social media graphic, post or video is substantially changed, the changes shall be sent to the OTS PIO at pio@ots.ca.gov for approval and copy to your OTS grant coordinator. Optimum lead time would be 7 days prior to the scheduled release date, but at least 3 business days prior to the scheduled release date for review and approval is appreciated.
- ≠ Press releases, social media posts and alerts on platforms such as NextDoor and Nixle reporting immediate and time-sensitive grant activities (e.g. enforcement operations, day of event highlights or announcements, event invites) are exempt from the OTS PIO approval process. The OTS PIO and your OTS grant coordinator should still be notified when the grant-related activity is happening (e.g. car seat checks, bicycle rodeos, community presentations, DUI checkpoints, etc.).
- ≠ Enforcement activities such as warrant and probation sweeps, court stings, etc. that are embargoed or could impact operations by publicizing in advance are exempt from the PIO approval process. However, announcements and results of activities should still be copied to the OTS PIO at pio@ots.ca.gov and your OTS grant coordinator with embargoed date and time or with “INTERNAL ONLY: DO NOT RELEASE” message in subject line of email.
- ≠ Any earned or paid media campaigns for TV, radio, digital or social media that are part of a specific grant objective, using OTS grant funds, or designed and developed using contractual services by a subgrantee, requires prior approval. Please send to the OTS PIO at pio@ots.ca.gov for approval and copy your grant coordinator at least 3 business days prior to the scheduled release date.
- ≠ Social media posts highlighting state or national traffic safety campaigns (Distracted Driving Month, Motorcycle Safety Awareness Month, etc.), enforcement operations (DUI checkpoints, etc.), or any other grant-related activity such as Bicycle rodeos, presentations, or events, are highly encouraged but do not require prior approval.
- ≠ Submit a draft or rough-cut of all digital, printed, recorded or video material (brochures, posters, scripts, artwork, trailer graphics, digital graphics, social posts connected to an earned or paid media campaign grant objective) to the OTS PIO at pio@ots.ca.gov and copy your OTS grant coordinator for approval prior to the production or duplication.
- ≠ Use the following standard language in all press, media, and printed materials, space permitting: Funding for this program was provided by a grant from the California Office of Traffic Safety, through the National Highway Traffic Safety Administration.
- ≠ Space permitting, include the OTS logo on all grant-funded print materials, graphics and paid or earned social media campaign grant objective; consult your OTS grant coordinator for specifics, format-appropriate logos, or if space does not permit the use of the OTS logo.
- ≠ Email the OTS PIO at pio@ots.ca.gov and copy your OTS grant coordinator at least 21 days in advance, or when first confirmed, a short description of any significant grant-related traffic safety event or program, particularly events that are highly publicized beforehand with anticipated media coverage so OTS has sufficient notice to arrange for attendance and/or participation in the event. If unable to attend, email the OTS PIO and coordinator brief highlights and/or results, including any media coverage (broadcast, digital, print) of event within 7 days following significant grant-related event or program. Media and program highlights are to be reflected in QPRs.
- ≠ Any press releases, work plans, scripts, storyboards, artwork, graphics, videos or any educational or informational materials that received OTS PIO approval in a prior grant year needs to be resubmitted for approval in the current grant year.
- ≠ For additional guidance, refer to the OTS Grants Materials Approval Process Guidelines and OTS Grants Media Approval Process FAQs on the OTS website.

- ≠ Contact the OTS PIO or your OTS grant coordinator for consultation when changes from any of the above requirements might be warranted.

C. Phase 3 – Data Collection & Reporting (Throughout Grant Year)

1. Prepare and submit grant claim invoices (due January 30, April 30, July 30, and October 30)
2. Prepare and submit Quarterly Performance Reports (QPR) (due January 30, April 30, July 30, and October 30)

- ≠ Collect and report quarterly, appropriate data that supports the progress of goals and objectives.
- ≠ Provide a brief list of activity conducted, procurement of grant-funded items, and significant media activities. Include status of grant-funded personnel, status of contracts, challenges, or special accomplishments.
- ≠ Provide a brief summary of quarterly accomplishments and explanations for objectives not completed or plans for upcoming activities.
- ≠ Collect, analyze and report statistical data relating to the grant goals and objectives.

4. METHOD OF EVALUATION

Using the data compiled during the grant, the Grant Director will complete the "Final Evaluation" section in the fourth/final Quarterly Performance Report (QPR). The Final Evaluation should provide a brief summary of the grant's accomplishments, challenges and significant activities. This narrative should also include whether goals and objectives were met, exceeded, or an explanation of why objectives were not completed.

5. ADMINISTRATIVE SUPPORT

This program has full administrative support, and every effort will be made to continue the grant activities after grant conclusion.

FUND NUMBER	CATALOG NUMBER (CFDA)	FUND DESCRIPTION	TOTAL AMOUNT
405g PS-25	20.616	Nonmotorized Safety Grants	$77,800.00

COST CATEGORY	FUND NUMBER	UNIT COST OR RATE	UNITS	TOTAL COST TO GRANT
A. PERSONNEL COSTS				
Straight Time				
Multimedia Services Coordinator - Salary	405g PS-25	$42.00	80	$3,360.00
Communications & Outreach Manager	405g PS-25	$69.66	80	$5,573.00
Communications & Outreach Mgr - Benefits	405g PS-25	$3,674.00	1	$3,674.00
Public Information Officer	405g PS-25	$94.63	20	$1,893.00
Public Information Officer - Benefits	405g PS-25	$1,131.00	1	$1,131.00
Assistant City Manager	405g PS-25	$123.64	20	$2,473.00
Assistant City Manager - Benefits	405g PS-25	$1,197.60	1	$1,198.00
Overtime				$0.00
Category Sub-Total				$19,302.00
B. TRAVEL EXPENSES				
In State Travel	405g PS-25	$2,999.00	1	$2,999.00
				$0.00
Category Sub-Total				$2,999.00
C. CONTRACTUAL SERVICES				
Vision Zero - Traffic Safety Education Program $24,299		$0.00	1	$0.00
Vision Zero Educational Materials	405g PS-25	$7,942.00	1	$7,942.00
Vision Zero Multi-modal Travel Data Analysis	405g PS-25	$314.04	16	$5,025.00
Vision Zero - Pedestrian/Bicycle Safety Items	405g PS-25	$6,832.00	1	$6,832.00
Vision Zero - Community Workshop - Safety Education Program	405g PS-25	$4,500.00	1	$4,500.00
Category Sub-Total				$24,299.00
D. EQUIPMENT				
				$0.00
Category Sub-Total				$0.00
E. OTHER DIRECT COSTS				
Transportation Data Subscription	405g PS-25	$31,200.00	1	$31,200.00

Category Sub-Total				$31,200.00
F. INDIRECT COSTS				
				$0.00
Category Sub-Total				$0.00
GRANT TOTAL				**$77,800.00**

BUDGET NARRATIVE
PERSONNEL COSTS
Multimedia Services Coordinator - Salary - Straight time for design work in Vision Zero promotional materials for Vision Zero campaign.
Communications & Outreach Manager - Straight time for design work in Vision Zero logo and promotional materials for Vision Zero campaign.
Communications & Outreach Mgr - Benefits - Claimed amounts must reflect actual benefit costs for straight time or overtime hours charged to grant.
Public Information Officer - Straight time for reviewing work in Vision Zero promotional materials for Vision Zero campaign.
Public Information Officer - Benefits - Claimed amounts must reflect actual benefit costs for straight time or overtime hours charged to grant.
Assistant City Manager - Straight time for reviewing work in Vision Zero promotional materials for Vision Zero campaign.
Assistant City Manager - Benefits - Claimed amounts must reflect actual benefit costs for straight time or overtime hours charged to grant.
TRAVEL EXPENSES
In State Travel - Costs are included for appropriate staff to attend conferences and training events supporting the grant goals and objectives and/or traffic safety. Local mileage for grant activities and meetings is included. All conferences, seminars or training not specifically identified in the Budget Narrative must be approved by OTS. All travel claimed must be at the agency approved rate. Per Diem may not be claimed for meals provided at conferences when registration fees are paid with OTS grant funds. - Approved travel to Lifesavers Conference to be held in Long Beach, CA.
CONTRACTUAL SERVICES
Vision Zero - Traffic Safety Education Program $24,299 - Grantee will seek a contractor to assist with fulfilling the goals and objectives of this grant by conducting pedestrian and/or bicycle traffic safety education activities that may include presentations and outreach at community events. Other activities may be conducted if approved by OTS. Prior to finalizing the subcontract, grantee will work with the OTS to ensure all costs are allowable. Upon execution of subcontract, grantee will provide a copy to the OTS and will request a grant budget revision to include the detailed costs of the subcontract in the grant budget as a prerequisite for claiming these costs.
Vision Zero Educational Materials - Costs of purchasing, developing or printing brochures, pamphlets, fliers, posters, signs, and banners associated with grant activities, and traffic safety conference and training materials. Items shall include a traffic safety message and if space is available the OTS logo. Additional items may be purchased if approved by OTS. - Posters will be located at populous bus stops shelters in Santa Clara. Project flyers with information on Vision Zero to be distributed to community members at outreach events. Plastic project signs to be posted on street light poles on key corridors. Project banners to be used at community events, city parks and major destinations. Costs to include ad space for bus shelter posters and installation costs for project signs.
Vision Zero Multi-modal Travel Data Analysis - Analysis and monitoring of citywide bicycle, pedestrian, and vehicle trip and speed data changes.
Vision Zero - Pedestrian/Bicycle Safety Items - Cost may include bicycle headlights/taillights, reflectors, and reflective items such as arm and leg bands, tape, or zipper pulls; to be distributed at no cost during bicycle rodeos, on-foot pedestrian trainings, presentations, workshops, community events and other pedestrian or bicycle traffic safety related events to increase safety and visibility. Additional items may be purchased if approved by OTS.

Vision Zero - Community Workshop - Safety Education Program - Grantee will seek a contractor to assist with fulfilling the goals and objectives of this grant by hosting one (1) project workshop/meeting to engage with the community about traffic safety.

EQUIPMENT

-

OTHER DIRECT COSTS

Transportation Data Subscription - One-year access to cloud-based and self-serve transportation data platform. Grantee will query citywide bicycle, pedestrian, and vehicle trips and speed data to do a one-time citywide safety analysis. As new data is added by the platform, approximately every 2 months, the Grantee will monitor travel pattern changes to see any changes in bicycle and pedestrian trips and vehicle speeds, as the Vision Zero project and campaign continues.

INDIRECT COSTS

-

STATEMENTS/DISCLAIMERS

There will be no program income generated from this grant.

Salaries may include wages, salaries, special compensations, or authorized absences such as annual leave and sick leave provided the cost for the individual employee is (a) reasonable for the services rendered, and (b) follows an appointment made in accordance with state or local laws and rules and meets federal requirements.

Any non-grant funded vacancies created by reassignment to a grant-funded position must be filled at the expense of the grantee agency.

Benefits for personnel costs can only be applied to straight time or overtime hours charged to the grant.

Certifications and Assurances for Fiscal Year 2024 Highway Safety Grants (23 U.S.C. Chapter 4 or Section 1906, Public Law 109-59, as amended by Section 25024, Public Law 117-58)

The officials named on the grant agreement, certify by way of signature on the grant agreement signature page, that the Grantee Agency complies with all applicable Federal statutes, regulations, and directives and State rules, guidelines, policies, and laws in effect with respect to the periods for which it receives grant funding. Applicable provisions include, but are not limited to, the following:

GENERAL REQUIREMENTS
The State will comply with applicable statutes and regulations, including but not limited to:

- ≠ 23 U.S.C. Chapter 4—Highway Safety Act of 1966, as amended;
- ≠ Sec. 1906, Public Law 109-59, as amended by Sec. 25024, Public Law 117-58;
- ≠ 23 CFR part 1300—Uniform Procedures for State Highway Safety Grant Programs;
- ≠ 2 CFR part 200—Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
- ≠ 2 CFR part 1201—Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

NONDISCRIMINATION
(applies to all subrecipients as well as States)
The State highway safety agency [and its subrecipients] will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- ≠ *Title VI of the Civil Rights Act of 1964* (42 U.S.C. 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- ≠ *49 CFR part 21* (entitled *Non-discrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964*);
- ≠ *28 CFR 50.3* (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);
- ≠ *The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970,* (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- ≠ *Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), and Title IX of the Education Amendments of 1972,* as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- ≠ *Section 504 of the Rehabilitation Act of 1973,* (29 U.S.C. 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- ≠ *The Age Discrimination Act of 1975,* as amended, (42 U.S.C. 6101 *et seq.*), (prohibits discrimination on the basis of age);
- ≠ *The Civil Rights Restoration Act of 1987*, (Pub. L. 100-209), (broadens scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- ≠ *Titles II and III of the Americans with Disabilities Act* (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
- ≠ *Executive Order 12898*, *Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations* (preventing discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- ≠ *Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency* (requiring that recipients of Federal financial assistance provide meaningful access for applicants and beneficiaries who have limited English proficiency (LEP));
- ≠ *Executive Order 13985, Advancing Racial Equity and Support for Underserved Communities through the Federal Government (*advancing equity across the Federal Government); and
- ≠ *Executive Order 13988, Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation* (clarifying that sex discrimination includes discrimination on the grounds of gender identity or sexual orientation).

The preceding statutory and regulatory cites hereinafter are referred to as the “Acts” and “Regulations,” respectively.

GENERAL ASSURANCES

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

“No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which the Recipient receives Federal financial assistance from DOT, including NHTSA.”

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI of the Civil Rights Act of 1964 and other non-discrimination requirements (the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these nondiscrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

SPECIFIC ASSURANCES
More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted Highway Safety Grant Program:

1. The Recipient agrees that each “activity,” “facility,” or “program,” as defined in § 21.23(b) and (e) of 49 CFR part 21 will be (with regard to an “activity”) facilitated, or will be (with regard to a “facility”) operated, or will be (with regard to a “program”) conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all Highway Safety Grant Programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source: *“The [name of Recipient], in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”*
3. The Recipient will insert the clauses of appendix A and E of this Assurance (also referred to as DOT Order 1050.2A) in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of appendix B of DOT Order 1050.2A, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in appendix C and appendix D of this DOT Order 1050.2A, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
    a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
    b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
    a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
    b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub- grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the State highway safety agency also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing NHTSA's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by NHTSA. You must keep records, reports, and submit the material for review upon request to NHTSA, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The State highway safety agency gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the Highway Safety Grant Program. This ASSURANCE is binding on the State highway safety agency, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the Highway Safety Grant Program. The person(s) signing below is/are authorized to sign this ASSURANCE on behalf of the Recipient.

THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)

The Subgrantee will provide a drug-free workplace by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace, and specifying the actions that will be taken against employees for violation of such prohibition;
b. Establishing a drug-free awareness program to inform employees about:
    1. The dangers of drug abuse in the workplace;
    2. The grantee's policy of maintaining a drug-free workplace;
    3. Any available drug counseling, rehabilitation, and employee assistance programs;
    4. The penalties that may be imposed upon employees for drug violations occurring in the workplace;
    5. Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
c. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
    1. Abide by the terms of the statement;
    2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
d. Notifying the agency within ten days after receiving notice under subparagraph (c)(2) from an employee or otherwise receiving actual notice of such conviction;
e. Taking one of the following actions, within 30 days of receiving notice under subparagraph (c)(2), with respect to any employee who is so convicted—
    1. Taking appropriate personnel action against such an employee, up to and including termination;
    2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
f. Making a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

POLITICAL ACTIVITY (HATCH ACT)
(applies to all subrecipients as well as States)

The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

CERTIFICATION REGARDING FEDERAL LOBBYING
(applies to all subrecipients as well as States)

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

   This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

RESTRICTION ON STATE LOBBYING
(applies to subrecipients as well as States)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION
(applies to all subrecipients as well as States)

INSTRUCTIONS FOR PRIMARY TIER PARTICIPANT CERTIFICATION (STATES)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms **covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded,** as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or

otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (*https://www.sam.gov/*).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate the transaction for cause or default.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS—PRIMARY TIER COVERED TRANSACTIONS

1. The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:
    a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
    b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
    d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

INSTRUCTIONS FOR LOWER TIER PARTICIPANT CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms **covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded,** as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled “Instructions for Lower Tier Participant Certification” including the “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or

otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (*https://www.sam.gov/*).

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION—LOWER TIER COVERED TRANSACTIONS

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

BUY AMERICA
(applies to subrecipients as well as States)

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

CERTIFICATION ON CONFLICT OF INTEREST
(applies to subrecipients as well as States)

GENERAL REQUIREMENTS

No employee, officer, or agent of a State or its subrecipient who is authorized in an official capacity to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting, or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly or indirectly, any financial or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in or a tangible personal benefit from an entity considered for a subaward. Based on this policy:

1. The recipient shall maintain a written code or standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents.
    a. The code or standards shall provide that the recipient's officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential subawardees, including contractors or parties to subcontracts.
    b. The code or standards shall establish penalties, sanctions, or other disciplinary actions for violations, as permitted by State or local law or regulations.
2. The recipient shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

DISCLOSURE REQUIREMENTS

No State or its subrecipient, including its officers, employees, or agents, shall perform or continue to perform under a grant or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities. Based on this policy:

1. The recipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to NHTSA. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.
2. NHTSA will review the disclosure and may require additional relevant information from the recipient. If a conflict of interest is found to exist, NHTSA may (a) terminate the award, or (b) determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.
3. Conflicts of interest that require disclosure include all past, present, or currently planned organizational, financial, contractual, or other interest(s) with an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, and which are related to this award. The interest(s) that require disclosure include those of any recipient, affiliate, proposed consultant, proposed subcontractor, and key personnel of any of the above. Past interest shall be limited to within one year of the date of award. Key personnel shall include any person owning more than a 20 percent interest in a recipient, and the officers, employees or agents of a recipient who are responsible for making a decision or taking an action under an award where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE
(applies to all subrecipients as well as States)

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

POLICY ON SEAT BELT USE

In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the Grantee is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information and resources on traffic safety programs and policies for employers, please contact the Network of Employers for Traffic Safety (NETS), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. You can download information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives at www.trafficsafety.org. The NHTSA website (www.nhtsa.gov) also provides information on statistics, campaigns, and program evaluations and references.

POLICY ON BANNING TEXT MESSAGING WHILE DRIVING

In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned vehicles when on official Government business or when performing any work on or behalf of the Government. States are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

EBIX Insurance No. S200005405

AGREEMENT FOR SERVICES BETWEEN THE CITY OF SANTA CLARA, CALIFORNIA, AND KIMLEY-HORN AND ASSOCIATES, INC.

PREAMBLE

This Agreement is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Kimley-Horn and Associates, Inc., a North Carolina corporation, (Consultant). City and Consultant may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

A. City desires to secure the services more fully described in this Agreement, at Exhibit A, entitled "Scope of Services";

B. Consultant represents that it, and its subcontractors, if any, have the professional qualifications, expertise, necessary licenses and desire to provide certain goods and/or required services of the quality and type which meet objectives and requirements of City; and,

C. The Parties have specified herein the terms and conditions under which such services will be provided and paid for.

The Parties agree as follows:

AGREEMENT TERMS AND CONDITIONS

1. AGREEMENT DOCUMENTS

The documents forming the entire Agreement between City and Consultant shall consist of these Terms and Conditions and the following Exhibits, which are hereby incorporated into this Agreement by this reference:

Exhibit A1 – Scope of Services

Exhibit A2 – City of Santa Clara SS4A Application Narrative

Exhibit B1 – Schedule of Fees

Exhibit B2 – Fees by Task

Exhibit C – Insurance Requirements

Exhibit D – Title VI Assurances

This Agreement, including the Exhibits set forth above, contains all the agreements, representations and understandings of the Parties, and supersedes and replaces any previous agreements, representations and understandings, whether oral or written. In the event of any inconsistency between the provisions of any of the Exhibits and the Terms and Conditions, the Terms and Conditions shall govern and control.

2. TERM OF AGREEMENT

Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on June 10, 2024 and terminate on June 30, 2026.

3. SCOPE OF SERVICES & PERFORMANCE SCHEDULE

Consultant shall perform those Services specified in Exhibit A within the time stated in Exhibit A. Time is of the essence. Times for performance shall be extended, as mutually agreed, for delays which are caused by reason of: any factor outside of its reasonable control, including but not limited to natural disasters, epidemics, pandemics, quarantine restrictions, adverse weather, or acts of the City, third parties, or governmental agencies.

4. WARRANTY

Consultant's services covered by this Agreement shall conform to the specifications, requirements and instructions upon which this Agreement is based. Consultant agrees to promptly replace or correct any incomplete, inaccurate or defective Services at no further cost to City when defects are due to the negligence, errors or omissions of Consultant. If Consultant fails to promptly correct or replace materials or services, City may make corrections or replace materials or services and charge Consultant for the cost incurred by City.

5. QUALIFICATIONS OF CONSULTANT - STANDARD OF CARE

Consultant represents and maintains that it is qualified in the professional calling necessary to perform the Services, and its duties and obligations, expressed and implied, contained herein, and City expressly relies upon Consultant's representations regarding its skills and knowledge. Consultant shall perform such Services and duties in conformance to and consistent with the professional standards of firms in the same discipline in the State of California.

6. CONFLICT OF INTEREST (FORM 700)

In accordance with the California Political Reform Act (Government Code section 81000 et seq.) and the City's Conflict of Interest Code, Consultant shall cause each person who will be principally responsible for providing the service and deliverables under this Agreement as having to file a Form 700 to do each of the following:

A. Complete and file the Form 700 no later than thirty (30) calendar days after the date the person begins performing services under the Agreement and all subsequent Form 700s in conformance with the requirements specified in the California Political Reform Act; and

B. File the Form 700 with the City's Clerk Office.

7. COMPENSATION AND PAYMENT

In consideration for Consultant's complete performance of Services, City shall pay Consultant for all materials provided and Services rendered by Consultant in accordance with Exhibit B, entitled "SCHEDULE OF FEES." The maximum compensation of this Agreement is as specified in Exhibit B1 Section 1, subject to budget appropriations, which includes all payments that may be authorized for Services and for expenses, supplies, materials and equipment required to perform the Services. All work performed or materials provided in excess of the maximum compensation shall be at Consultant's expense. Consultant shall not be entitled to any payment above the maximum compensation under any circumstance.

8. TERMINATION

A. Termination for Convenience. City shall have the right to terminate this Agreement, without cause or penalty, by giving not less than Thirty (30) days' prior written notice to Consultant.

B. Termination for Default. If Consultant fails to perform any of its material obligations under this Agreement, in addition to all other remedies provided by law, City may terminate this Agreement immediately upon written notice to Consultant.

C. Upon termination, each Party shall assist the other in arranging an orderly transfer and close-out of services. As soon as possible following the notice of termination, but no later than ten (10) days after the notice of termination, Consultant will deliver to City all City information or material that Consultant has in its possession.

D. The Consultant shall have the right to terminate this agreement upon ten days written notice to the City upon breach by City of its material obligations by City under this Agreement. In the event of termination, the Consultant shall be paid for all services performed up to the effective date of the termination.

9. ASSIGNMENT AND SUBCONTRACTING

City and Consultant bind themselves, their successors and assigns to all covenants of this Agreement. This Agreement shall not be assigned or

transferred without the prior written approval of City. Consultant shall not hire subcontractors without express written permission from City.

Consultant shall be as fully responsible to City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Consultant is for the acts and omissions of persons directly employed by it.

10. NO THIRD PARTY BENEFICIARY

This Agreement shall not be construed to be an agreement for the benefit of any third party or parties and no third party or parties shall have any claim or right of action under this Agreement for any cause whatsoever.

11. INDEPENDENT CONSULTANT

Consultant and all person(s) employed by or contracted with Consultant to furnish labor and/or materials under this Agreement are independent Consultants and do not act as agent(s) or employee(s) of City. Consultant has full rights to manage its employees in their performance of Services under this Agreement.

12. CONFIDENTIALITY OF MATERIAL

All ideas, memoranda, specifications, plans, manufacturing procedures, data, drawings, descriptions, documents, discussions or other information developed or received by or for Consultant and all other written information submitted to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant and shall not, without the prior written consent of City, be used for any purposes other than the performance of the Services nor be disclosed to an entity not connected with performance of the Services. Nothing furnished to Consultant which is otherwise known to Consultant or becomes generally known to the related industry shall be deemed confidential.

13. OWNERSHIP OF MATERIAL

All material, which shall include, but not be limited to, data, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports, designs, technology, programming, works of authorship and other material developed, collected, prepared or caused to be prepared under this Agreement shall be the property of City but Consultant may retain and use copies thereof. City shall not be limited in any way or at any time in its use of said material. However, Consultant shall not be responsible for damages resulting from the use of said material for work other than Project, including, but not limited to, the release of this material to third parties.

14. RIGHT OF CITY TO INSPECT RECORDS OF CONSULTANT

City, through its authorized employees, representatives or agents shall have the right during the term of this Agreement and for four (4) years from the date of

final payment for goods or services provided under this Agreement, to audit the books and records of Consultant for the purpose of verifying any and all charges made by Consultant in connection with Consultant compensation under this Agreement, including termination of Consultant. Consultant agrees to maintain sufficient books and records in accordance with generally accepted accounting principles to establish the correctness of all charges submitted to City. Any expenses not so recorded shall be disallowed by City. Consultant shall bear the cost of the audit if the audit determines that there has been a substantial billing deviation in excess of five (5) percent adverse to the City.

Consultant shall submit to City any and all reports concerning its performance under this Agreement that may be requested by City in writing. Consultant agrees to assist City in meeting City's reporting requirements to the State and other agencies with respect to Consultant's Services hereunder.

15. HOLD HARMLESS/INDEMNIFICATION

A. To the extent permitted by law, Consultant agrees to protect, defend, hold harmless and indemnify City, its City Council, commissions, officers, employees, volunteers and agents from and against any claim, injury, liability, loss, cost, and/or expense or damage, including all costs and attorney's fees in providing a defense to any such claim or other action, and whether sounding in law, contract, tort, or equity, to the extent arising out of, pertaining to, or related to the negligence, recklessness, or willful misconduct of the Consultant, it's employees, subcontractors, or agents in the performance, or non-performance, of the Scope under this Agreement.

B. Consultant's obligation to protect, defend, indemnify, and hold harmless in full City and City's employees, shall specifically extend to any and all employment-related claims of any type brought by employees, Consultants, subcontractors or other agents of Consultant, against City (either alone, or jointly with Consultant), regardless of venue/jurisdiction in which the claim is brought and the manner of relief sought.

C. To the extent Consultant is obligated to provide health insurance coverage to its employees pursuant to the Affordable Care Act ("Act") and/or any other similar federal or state law, Consultant warrants that it is meeting its obligations under the Act and will fully indemnify and hold harmless City for any penalties, fines, adverse rulings, or tax payments associated with Consultant's responsibilities under the Act.

16. INSURANCE REQUIREMENTS

During the term of this Agreement, and for any time period set forth in Exhibit C, Consultant shall provide and maintain in full force and effect, at no cost to City, insurance policies as set forth in Exhibit C.

17. WAIVER

Consultant agrees that waiver by City of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement. Neither City's review, acceptance nor payments for any of the Services required under this Agreement shall be constructed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

18. NOTICES

All notices to the Parties shall, unless otherwise requested in writing, be sent to City addressed as follows:

City of Santa Clara
Attention: Department of Public Works – Traffic Division
1500 Warburton Avenue
Santa Clara, CA 95050
and by e-mail at schan@santaclaraca.gov

And to Consultant addressed as follows:

Kimley-Horn and Associates, Inc.
Attention: Mike Colety
1300 Clay Street, Suite 900
Oakland, CA 94612
and by e-mail at mike.colety@kimley-horn.com

The workday the e-mail was sent shall control the date notice was deemed given. An e-mail transmitted after 1:00 p.m. on a Friday shall be deemed to have been transmitted on the following business day.

19. COMPLIANCE WITH LAWS

Consultant shall comply with all applicable laws and regulations of the federal, state and local government, including but not limited to "The Code of the City of Santa Clara, California" ("SCCC"). In particular, Consultant's attention is called to the regulations regarding Campaign Contributions (SCCC Chapter 2.130), Lobbying (SCCC Chapter 2.155), Minimum Wage (SCCC Chapter 3.20), Business Tax Certificate (SCCC section 3.40.060), and Food and Beverage Service Worker Retention (SCCC Chapter 9.60), as such Chapters or Sections may be amended from time to time or renumbered. Additionally Consultant has read and agrees to comply with City's Ethical Standards (http://santaclaraca.gov/home/showdocument?id=58299).

20. CONFLICTS OF INTEREST

Consultant certifies that to the best of its knowledge, no City officer, employee or authorized representative has any financial interest in the business of Consultant and that no person associated with Consultant has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement. Consultant is familiar with the provisions of California Government Code section 87100 and following, and certifies that it does not know of any facts which would violate these code provisions. Consultant will advise City if a conflict arises.

21. FAIR EMPLOYMENT

Consultant shall not discriminate against any employee or applicant for employment because of race, sex, color, religion, religious creed, national origin, ancestry, age, gender, marital status, physical disability, mental disability, medical condition, genetic information, sexual orientation, gender expression, gender identity, military and veteran status, or ethnic background, in violation of federal, state or local law.

22. NO USE OF CITY NAME OR EMBLEM

Consultant shall not use City's name, insignia, or emblem, or distribute any information related to services under this Agreement in any magazine, trade paper, newspaper or other medium without express written consent of City.

23. GOVERNING LAW AND VENUE

This Agreement shall be governed and construed in accordance with the statutes and laws of the State of California. The venue of any suit filed by either Party shall be vested in the state courts of the County of Santa Clara, or if appropriate, in the United States District Court, Northern District of California, San Jose, California.

24. SEVERABILITY CLAUSE

In case any one or more of the provisions in this Agreement shall, for any reason, be held invalid, illegal or unenforceable in any respect, it shall not affect the validity of the other provisions, which shall remain in full force and effect.

25. AMENDMENTS

This Agreement may only be modified by a written amendment duly authorized and executed by the Parties to this Agreement.

26. COUNTERPARTS

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

The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form:

GLEN R. GOOGINS
City Attorney

Dated: 6/24/24

JOVAN D. GROGAN
City Manager
City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

KIMLEY-HORN AND ASSOCIATES, INC.
a North Carolina corporation

Dated: 6/12/2024
By (Signature):
Name: Mike Colety
Title: Principal
Principal Place of Business Address: 1300 Clay Street, Suite 900, Oakland, CA 94612
Email Address: mike.colety@kimley-horn.com
Telephone: (702) 862-3609
Fax: N/A

"CONSULTANT"

EXHIBIT A
SCOPE OF SERVICES

The following Scope of Services defines the services and responsibilities of Consultant and City to professional services for a comprehensive citywide transportation safety analysis and the development of a Vision Zero Plan ("Plan") throughout Santa Clara.

The Scope of Services, including Exhibit A and Consultant's proposal response dated February 22, 2024 and BAFO response dated April 9, 2024 provide context, supplemental information, and are incorporated by reference to the extent not inconsistent with the Agreement.

1. GENERAL

1.1. Consultant will provide professional services for a comprehensive citywide transportation safety analysis and the development of a Vision Zero Plan ("Plan") throughout Santa Clara. Consultant will be expected to deliver complete, high-quality services and products within a reasonable schedule, and to consult and work with City staff who are involved with the project.

1.2. The City received a grant award from Safe Streets 4 All (SS4A) program for this project and is pending execution of the funding agreement with USDOT. The goal of this project is to develop a Vision Zero Plan for all modes that is aligned with the Safe System Approach and meets the requirements for future SS4A Implementation grant funding. Required elements can be found in the linked documents in Section 1.5 below and at the SS4A website: https://www.transportation.gov/grants/SS4A.

1.3. The Plan must reflect the goals and actions outlined in the SS4A grant narrative. Refer to Exhibit A2 for the Santa Clara Safety Action Plan Grant Narrative.

1.4. This Plan should also meet Caltrans eligibility requirements for Highway Safety Improvement Project (HSIP) grants. The Plan will provide a systematic, citywide approach for identifying, analyzing, and prioritizing safety improvement countermeasures to reduce and prevent fatal and serious injury collisions for all users of the roadways that follows current State and Federal local roads safety plan guidelines. The plan will also include an approach and process for keeping the Safety Action Plan current. The Vision Zero Plan shall be developed in accordance with federal, state, and local guidelines and principles.

1.5. Consultant shall utilize the SS4A Action Plan Development Resources including, but not limited to, the following list in the creation of the Vision Zero Action Plan:

1.5.1. Action Plan Self-Certification Checklist

1.5.2. FHWA Safety Website

1.5.2.1. Safe System Approach
1.5.2.2. Safety Data Analysis & Tools

- Highway Safety Manual
- Systemic Approach to Safety
- Crash Modification Factors Clearinghouse

1.5.2.3. Proven Safety Countermeasures
1.5.2.4. Local & Rural Safety Plans
1.5.2.5. Complete Streets

1.5.3. Caltrans Local Roadway Safety Plan and Systemic Safety Analysis Report Program

1.5.4. County of Santa Clara Local Roadway Safety Plan

1.5.5. MTC Resolution No. 4400: Regional Safety / Vision Zero (VZ) Policy

1.5.6. Vision Zero Network

1.5.7. AASHTO Highway Safety Manual

1.5.8. Equity in Roadway Safety

1.5.9. Integrating Road Safety into NEPA Analysis FHWASA 1136

1.6. The Plan shall comply with future funding opportunities for implementing the priority projects including, but not limited to, the following:

1.6.1. Safe Streets and Roads for All Implementation Grants

1.6.2. Highway Safety Improvement Program (HSIP)

1.6.3. Transportation Alternatives (TA) Set-Aside from the Surface Transportation Block Grant (STBG)

1.6.4. Congestion Mitigation and Air Quality Improvement (CMAQ) Program

1.7. The consultant is expected to incorporate the tasks listed below in Section 3 in their proposed Scope of Services. Consultant is encouraged to incorporate their own expertise into their proposed Scope of Services to be submitted as part of their proposal and propose additions or modifications to this Scope of Services that the Proposer deems necessary or advisable to meet the CITY's objectives. However, it shall be assumed that the project will include all of the listed tasks in Section 3 specified herein.

2. PROJECT TIMELINE

The City anticipates developing and completing the Vision Zero Plan in 15 months. Consultant shall propose a workplan and timeline that targets draft plan completion by August 2025 and final Plan adoption by October 2025.

3. PROJECT TASKS

3.1. Task 1: Project Management & Administration - Refer to the table below for tasks and deliverables for Task 1 Consultant will be responsible for.

Task #	Task Description	Task Activities
1	**Project Management & Administration**	
1.1	Project Kick-Off Meeting	1. Within two weeks after the receipt of a written "Authorization to Proceed" from the City, the City and Consultant will have a kick-off meeting to frame the Plans' goals, finalize the schedule and needed data, and discuss community engagement strategies. 2. Prior to the project kick-off, the consultant shall prepare and provide a draft data request list for the planning process, specifically to support activities in Task 4. City will review the list and provide guidance on what can be provided by the City. 3. Consultant shall prepare the meeting agenda and email it to the City staff before the kick-off meeting.
1.2	Bi-weekly Project Updates	1. To keep the project on schedule and meet federal grant requirements, the Consultant shall schedule, facilitate, and document bi-weekly project updates, bi-weekly project meetings, provide monthly progress reports that include a project schedule with key milestones and deliverables as well as a project budget with itemized costs and fund balances in a checklist, spreadsheet format. 2. The Consultant's Project Manager will be responsible for updating the check-in meeting agendas in a collaborative document editing platform such as Google Doc, Microsoft Office, etc., and summarizing action items and next steps.

Task #	Task Description	Task Activities
1.3	File and Data Sharing	Consultant shall provide City with an online account or access for file-sharing purposes. All collected and existing data, community outreach materials, technical memos, project deliverables shall be uploaded online. The account must be accessible by the City throughout the project duration.
1.4	Progress Reporting	1. Consultant shall assist the City in preparing progress reports to USDOT including the final progress report after Plan adoption. The progress report schedule is shown below, assuming final Plan adoption by August 2025. 2. Federal Reporting Due Dates (Tentative; Additional dates may be added if project finishes after August 2025): • July 20, 2024 • October 20, 2024 • January 20, 2025 • April 20, 2025 • July 20, 2025 • October 20, 2025
QA/QC Review Information:		This task covers efforts associated with the internal quality control and technical review process. Specifically, the Consultant shall conduct internal QA/QC discussions and follow-up with technical experts as necessary during the project. Consultant shall also perform internal checking or peer review of all deliverables. For each project deliverable, the Consultant shall allow sufficient review time for the City. For major deliverables such as BPAC presentations, High Injury Network map, Project and Program Recommendation, draft Plan and final Plan, the Consultant shall allow minimum two weeks for review time and plan for up to three (3) rounds of consolidated comments from the City. Comments on data errors and analysis inaccuracy shall not count as a round of comments as this will be assumed to be resolved during the project consultant's internal QA/QC review.

Task 1 Deliverables	
1.1	(a) Final work plan and schedule (b) Kick-off meeting agenda and minutes (c) Initial list of existing and needed data
1.2	(a) Finalized Scope of Work (b) Bi-weekly project meeting agendas, minutes, and list of action items
1.3	Provide City with access to online file sharing.
1.4	Provide support to City staff on requirements for Federal reporting requirements.

3.2. Task 2: Benchmarking & Data Review - Refer to the table below for tasks and deliverables for Task 2 Consultant will be responsible for.

Task #	Task Description	Task Activities
2	**Benchmarking & Data Review**	
2.1	Programs, Policy, and Planning Benchmarking	1. Consultant shall review all relevant City plans, projects, policies, programs, and standards to ensure Vision Zero Plan is developed in coordination with current requirements. 2. Consultant shall assist City in determining the hierarchy of existing City plans, policies, and regulations. The items shall include but not be limited to: a. Bicycle Master Plan Update 2018 b. Pedestrian Master Plan 2019 c. General Plan d. Specific Plans/Precise Plans/Focus Plans (El Camino, Freedom Circle, Patrick Henry, Lawrence Station, Tasman East, Downtown, Santa Clara Station) e. Bike & Pedestrian Projects (Pruneridge, De La Cruz/Coleman, Walsh/Martin, Benton, Monroe, Bassett-Laurelwood, Lafayette, Bowers, Lick Mill/Scott/De La Cruz, Central Santa Clara Bicycle and Pedestrian Improvement Project) f. Creek Trail Master Plan g. Stevens Creek Blvd Vision Study h. Private Developments (Kylli, Related, Great America Theme Park)

Task #	Task Description	Task Activities
2		**Benchmarking & Data Review**
		i. Complete Streets Policy j. Safe Routes to School Program k. Neighborhood Traffic Calming Program l. Shared Mobility Program m. Joint On-Demand Shuttle Program (Cupertino and Santa Clara) n. City Design Standards o. Future uncontrolled crosswalk projects p. Transportation Management and Operations Plan for the Levi's Stadium in Santa Clara 3. Consultant shall review local, statewide, and federal policies, plans, guidelines, and/or standards to identify opportunities to improve how City processes prioritize safety. Consultant shall also review policies, plans, and benchmarking assessments from other cities in the Bay Area that have existing Vision Zero Plans and recommend how City can learn from them. The benchmarking assessment will be based on the tool recommended in the FHWA Primer on Safe System Approach for Pedestrians and Bicyclists. In this assessment, Consultant will recommend Vision Zero policies that apply to City's review of new development projects, City projects, and other agency projects within Santa Clara. 4. Consultant will identify a target date to reach zero fatalities and serious injuries and a target date to achieve significant declines (50% reduction) in roadway fatalities and serious injuries, to be reviewed and approved by the City. Target dates shall be developed through consideration of realistic schedules for capital project improvements, policy changes, and implementation of proposed programs.
2.2	Vision Zero Task Force	1. Consultant shall lead efforts with the City to establish a Vision Zero Task Force including

Task #	Task Description	Task Activities
2		**Benchmarking & Data Review**
		representatives from City Public Works staff, City Police, County Roads & Airport and Public Health staff, Caltrans, BPAC (up to 2 representatives), Senior Advisory Commission representative, VTA, school districts, college/university representatives, other local safety advocacy groups such as Silicon Valley Bicycle Coalition, Silicon Valley Chamber of Commerce, and other major employers. Consultants may propose additional representatives from other organizations. 2. Consultant will schedule the first meeting with the Vision Zero Task Force to provide a primer on the SafeSystem Approach to understand what supporting policies, resolutions, and/or ordinances may be helpful to support the plan implementation and any ongoing meetings (see Task 3.5 for more details).
2.3	Data Review	1. Consultant will review and assess the quality and completeness of existing available data – including crash, transportation, land use, and demographic data. 2. Summarize and identify gaps in the data and how to efficiently and effectively develop any additional public input data to be used in the Plan development. 3. If analysis methods require more information, the Consultant may propose additional data collection in their scope of work and fee for review and approval.
2.4	Data Collection	1. Consultant will work with the City to identify locations that do not have historical or relevant traffic counts. 2. The City may consider the use of "Big Data" (i.e. StreetLight) for additional traffic data for the project. 3. The Consultant may conduct site visits of corridors with frequent collisions to analyze

Task #	Task Description	Task Activities
2	**Benchmarking & Data Review**	
		existing operations. Site visits may include Consultant, City staff, BPAC, and selected stakeholders.
Task 2 Deliverables		
2.1	Benchmarking assessment technical memo including safety goal and programs, policies, data review, and practices recommendations as a section of the Draft Plan. The assessment will include a hierarchy of plans, policies, and regulations related to Vision Zero and any proposed updates on existing plans, policies, and regulations to align with current state of practice. The memo should also include a literature review summary of current efforts to address transportation safety – including strategies and best practices other jurisdictions are using to address safety, identifying programs that have evidence of measurable success and assessments of the most effective and efficient methods used to achieve outcomes.	
2.2	Agendas and meeting minutes with Vision Zero Task Force	
2.3	Technical report on the data review	
2.4	List of additional data and collection methodology (if applicable)	

3.3. Task 3: Community Engagement - Refer to the table below for tasks and deliverables for Task 3 Consultant will be responsible for.

Task #	Task Description	Task Activities
3	**Community Engagement**	
(All meetings will be publicly noticed to ensure maximum attendance. All public notices must be in English, Chinese, and Spanish – the three primary languages spoken at home in Santa Clara. Translator and sign language interpreters will be present at all meetings if requested.)		
3.1	Community Engagement Plan & Schedule Development	The Consultant will prepare a Community Engagement Plan and provide a project timeline for implementing an equitable and authentic public engagement process. While in-person public engagement is preferred, virtual engagement methods should also be utilized. The Consultant shall consider the following for their public engagement strategy: • Identify communities that are

Task #	Task Description	Task Activities
		disproportionately impacted by traffic risks and ensure that they are getting representation and feedback from these traditionally underrepresented communities. • Utilize tools to meaningfully engage communities, including preferred engagement techniques. Different tools can include community workshops, online surveys, interactive web map, and walking tours. • Engage with Bicycle and Pedestrian Advisory Committee, Senior Advisory Commission, Youth Commission, ADA Committee, and Parks and Recreation Commission, and communities from early stage of the process and keep them informed throughout the process. • Create a tool to document and share the impact of engagement on decision-making. • Assess the feedback received, including the activity and participants engaged, and how the feedback will be incorporated into the Vision Zero Plan.
3.2	Project Promotion/Website	1. Consultant shall create content to be placed on the City's project website to promote outreach and education materials, document meetings, announce public events, and provide a forum for the public to submit comments. Promotional items may include slogan/taglines. Consultant can propose additional engagement strategies for City's consideration. 2. Consultant shall create and monitor a project phone number and email address for the public to submit voicemail and/or email comments. A project phone number will ensure members of the public who do not have a smart phone, computer, or internet access have a method for providing comments. 3. Consultant shall identify up to fifteen (15) key corridors and up to ten (10) other hotspots or residential streets within the City, create and

Task #	Task Description	Task Activities
		produce roadway signs with project information to be placed along each key corridor on street pole lights. The amount of roadway signs will be 10 to 20 signs per corridor depending on corridor length (maximum 300 signs). The signs will be customized 18-inch x 24-inch corrugated plastic signs. Signs shall be delivered to City facilities to be installed by City staff. Consultant may propose alternative messaging method such as street banners to maximize public engagement and provide a cost estimate for review and approval. 4. Consultant will create an interactive safety data dashboard displaying the results of the Collision Data Analysis. An example from the City of San Jose: https://www.sanjoseca.gov/your-government/departments-offices/transportation/safety/vision-zero/maps-data 5. The data dashboard will be hosted on the City's project website.
3.3	Community Surveys (up to 4 surveys)	Consultant shall create up to four (4) online community surveys to obtain additional public input. The survey will be used in addition to the website, phone number, and community outreach events and shall align with the community meetings. • Survey #1 – Public Input on traffic safety concerns citywide and identify locations where do they have most traffic concerns. Public can report near-misses and stressful locations. Survey should include a citywide pin-map where the public can note locations and add comments to report observed safety issues. • Survey #2 – Public input on collision analysis, High-injury Network (HIN) • Survey #3 – Public input on programs and policies, countermeasure toolkit

Task #	Task Description	Task Activities
		• Survey #4 – Public input on project priority list
3.4	Outreach Events/Pop-Ups	Consultant shall conduct outreach at up to five (5) major public events and/or up to five (5) pop-up events (Art & Wine Festival, 4th of July Picnic, Christmas Tree lighting, Bike to Work Day, Earth Day). Consultant shall distribute flyers/postcards/promotional items to the public and/or assist City in posting project signs at other popular City places (i.e. City Library, Reed Street Dog Park, Central Park, Farmer's Market, Mission College/Santa Clara University, Caltrain Station, church festivals) in order to inform the community of the project and solicit feedback from the community about the conceptual design alternatives. One potential meeting may be a high school pop-up event. Consultant shall provide a maximum of two staff to support City at each pop-up event. This task includes purchase and distribution of Vision Zero promotional/safety items (up to $5,000 for purchase of items).
3.5	Vision Zero Task Force Meetings (Up to 3 meetings)	Consultant shall schedule and lead up to three (3) Vision Zero Task Force Meetings with the following anticipated themes: 1. Project Introduction, Safe System Approach and Vision Zero Goals 2. Review collision data, High Injury Network, and proposed Countermeasure tools, Programs and Policies 3. Review and provide feedback on Priority Project List, Proposed Programs, and Draft final plan.
3.6	Community Workshops	1. Consultant shall conduct a minimum of four (4) community workshops to engage the public, solicit feedback, and inform the staff and council on the community's priorities. The Consultant is encouraged to identify specific outreach

Task #	Task Description	Task Activities
		techniques in the work plan to maximize public participation and hear the community's voice. The community meetings will either be in person or virtual. Consultant may propose additional community workshops as they see appropriate for successful project delivery. a. Community Meeting #1: Consultant shall introduce the project to the public and solicit feedback from the community about Vision Zero policies and goals and ask for their input on near-miss collisions and stressful locations. b. Community Meeting #2: Consultant shall present collision analysis and high injury network. Public comments will be used to inform staff and the Council on the HIN. c. Community Meeting #3: Consultant shall present Programs and Policies and countermeasure toolkit. d. Community Meeting #4: Consultant shall present results of project priority list and obtain public input. 2. Consultant shall provide all materials necessary to conduct a public meeting either in person such as poster boards or virtual such as a PowerPoint presentation to support methods identified in the work plan. 3. Consultant shall assist staff to advertise each public meeting by preparing a writeup to be submitted to the City's Communications Department for release through the City's website, City Manager blog, and social media channels such as Facebook, Twitter, and Next Door. 4. Consultant shall also post the Draft Plan (when ready) on the project webpage for public comments. Public review of the Draft Plan will also occur through the committee meetings' public comment opportunities. It is assumed that two community workshops will be held in-person and two community workshops will be held virtually. Consultant shall provide a

Task #	Task Description	Task Activities
		maximum of two project staff plus one additional IT staff to support City at each of the community workshops.
3.7	Bicycle and Pedestrian Advisory Committee (BPAC) Meetings	Consultant shall meet with the City's BPAC to gather input and feedback at up to five (5) BPAC meetings. The purpose of the meetings is described below: • Meeting #1: Consultant shall introduce the project to the BPAC including the Safe System approach and solicit feedback from members on Vision Zero policies, best practices, and goals. City will ask BPAC to select up to two representatives to serve on the Vision Zero Task Force. • Meeting #2: Consultant shall present collision data analysis and obtain input on draft High Injury Network. • Meeting #3: Consultant shall present Programs and Policies, and Countermeasure toolbox. • Meeting #4: Consultant shall present project priority list and draft Plan to receive BPAC input. • Meeting #5: Consultant shall present the final Plan to the BPAC for adoption prior to City Council.
3.8	Commission Meetings	City staff will attend the Commission meetings. Consultant shall provide up to 10 hours of support to the City to prepare presentation materials and reports for up to four (4) meetings in total, i.e. Youth Commission, Senior Advisory Commission, Parks and Recreation Commission, and ADA Committee.

Task #	Task Description	Task Activities
3.9	City Council Meetings (Up to 2)	1. Consultant shall assist staff to present the project at up to two (2) Council meetings. 2. Consultant shall provide all the materials necessary to present at the Council meetings to support methods identified in the work plan. 3. Consultant shall assist staff to advertise each meeting by preparing a writeup to be submitted to the City's Communications Department for release through City of Santa Clara website, City Manager blog, and all of the social media channels such as Facebook, Twitter, and Next Door.
Task 3 Deliverables		
3.1	Provide a community engagement strategy and timeline for the Department review and approval.	
3.2	(a) Assist City in creating the project webpage. (b) Dedicated project contact including email, voicemail, and promotional signage. (c) Interactive safety data dashboard	
3.3	Up to four (4) Community Surveys and summary of survey results, such as near-miss collisions, stressful locations, public comments, etc.	
3.4	(a) Participation in up to five (5) Community Events (b) Participation in up to five (5) additional pop-ups (c) Summary of outreach outcomes.	
3.5	Prepare agendas, all presentation materials, and meeting minutes for up to (3) Vision Zero Task Force meetings.	
3.6	(a) All presentation materials necessary for Community Workshops. (b) Summary of Frequently Asked Questions from the public.	
3.7	Prepare all presentation materials and staff report for up to five (5) BPAC meetings.	
3.8	Prepare all presentation materials and reports for up to four (4) Commission meetings.	
3.9	Prepare all presentation materials and staff report for up to two (2) City Council meetings.	

3.4. Task 4: Collision Data Collection & Analysis - Refer to the table below for tasks and deliverables for Task 4 Consultant will be responsible for.

The City will provide the Consultant with collision data from Crossroads for the last eight years (2016 – 2023). The Consultant will also collect and review collisions, traffic, and roadway from 2016 – 2023 from California Statewide Integrated Traffic Records System (SWITRS) and/or UC Berkeley SafeTREC's Transportation Injury

Mapping System (TIMS) to understand critical safety issues and provide insight into trends, causes, and patterns of transportation safety throughout the region. The data analysis and final recommendations will prioritize the "3 Es" of traffic safety: Engineering, Enforcement, and Education, and will also include a fourth "E": Equity.

Task #	Task Description	Task Activities
4	**Collision Data Collection and Analysis**	
4.1	Existing Conditions Analysis	1. Analyze existing conditions and historical trends that provide a baseline level of crashes. The analysis will document traffic patterns, mode share, roadway features, traffic volumes, crash types, driver factors, and environmental conditions with special attention to fatalities and serious injuries. 2. Collect and analyze public inputs on near-misses and/or unreported collisions from community surveys. 3. Summarize crash characteristics and determine the most likely contributing factors, matching crash activity with roadway characteristics such as speed limits, intersection controls, streetlights, pedestrian crossings, railroad crossings, etc., for each road user (vehicles, motorcycles, bicycle riders, and pedestrians). 4. Summarize collision data in figures using City maps showing top intersections and roadway segments with overall collisions, serious injury collisions, vulnerable road user (bicycle and pedestrian) collisions, etc.
4.2	High Injury Network (HIN) Maps	1. The consultant will first develop criteria and methodology for the analysis for City's review and approval. The methodology should include but not limit to weight assignment to collision types, thresholds of "priority" projects, normalization. 2. Identify and develop a High Injury Network (HIN). The HIN shall be developed inclusive of the County and Caltrans jurisdictions to coordinate what locations and projects will

Task #	Task Description	Task Activities
		require cross-jurisdictional collaboration. In this task, City staff will work directly with the Consultant to understand existing conditions in Santa Clara, especially reviewing the risk-based High injury network and developing the final high-injury network. The high-injury network shall not include mainline freeway segments (US 101, I-280, SR 237). 3. Develop the following heat maps: a. High Injury Intersections and High Injury Corridors – All Modes b. Pedestrian High Injury Network c. Bicycle High Injury Network d. Automobile and Motorcycle High Injury Network 4. Develop recommendations to coordinate with other agencies to implement the cross-jurisdictional projects.
4.3	Develop Collision Profiles	Building on the collision analysis, Consultant will define up to ten (10) collision profiles to extrapolate collision history to contextual settings. Use best practices, methods, and datasets identified in Task 2 to inform the Action Plan and Project Prioritization, including: 1. prevalence of crash types, especially those resulting in fatalities and serious injuries. 2. citywide distribution of crashes, including geographic locations of crashes as well as road typologies or system characteristics. 3. data that connects prevalent risk and crash characteristics to agency policy and processes, including implementing proven safety countermeasures, identifying projects or locations for priority funding, and supporting local project development.
Task 4 Deliverables		
4.1	Existing Conditions Memo	
4.2	(a) Complete collision analysis identifying priority corridors, intersections, and concentration areas. A memorandum will be prepared for City review and will be revised based on up to three (3) rounds of	

Task #	Task Description	Task Activities
		consolidated comments. This memorandum will be folded into chapter(s) of the Draft Plan. (b) The HIN maps geocoded in GIS and in PDF format
4.3	Up to ten collision profiles	

3.5. Task 5: Countermeasure Toolbox - Refer to the table below for tasks and deliverables for Task 5 Consultant will be responsible for.

Task #	Task Description	Task Activities
5	**Countermeasure Toolbox Development**	
5.1	Develop Countermeasure Toolbox	1. The Consultant in conjunction with City staff will identify countermeasures to systemically address the emphasis areas and high-risk corridors and intersections. 2. The countermeasures must at least include the "3 Es" of traffic safety (Engineering, Enforcement, and Education) and Equity and incorporate a Safe System Approach. The consultant will include Evaluation strategies and performance measures to measure progress over time and be tracked. 3. In addition, Consultant shall identify correlations between countermeasures and federal performance measures. A process will need to be set up to ensure transparency in reducing roadway fatalities and serious injuries. 4. The toolbox should also include concept diagrams and high-level cost estimates for the priority areas and high-risk corridors and intersections.
Task 5 Deliverables		
5.1	Draft Countermeasure Toolbox Final Countermeasure Toolbox	

3.6. Task 6: Transportation Equity Assessment - Refer to the table below for tasks and deliverables for Task 6 Consultant will be responsible for.

Task #	Task Description	Task Activities
6	**Transportation Equity Assessment**	
6.1	Transportation Equity Assessment	1. Consultant will perform a transportation equity assessment to better understand how current transportation systems, services, and decision-making processes impact the lives of all users, including underserved and underrepresented communities. This should include an analysis of systems, services, and processes that support safe and easy-to-use multimodal options, amenities that are accessible to all populations for reaching destinations independently, and strategies to reduce socioeconomic disparities experienced by underserved and underrepresented communities. 2. The City's Equity Priority Communities (EPC) can be found https://opendata.mtc.ca.gov/datasets/equity-priority-communities-plan-bay-area-2050/explore?location=37.878600%2C-122.370850%2C9.04 and the latest CalEnviro Screen: https://oehha.ca.gov/calenviroscreen . 3. As part of this task, Consultant shall develop and assess transportation indicators that easily measure transportation barriers in underserved and underrepresented areas and/or potential structural inequalities that different population groups may face. 4. These indicators should include, at a minimum: a. Accessibility b. Connectivity c. Effectiveness d. Environment e. Health f. Mobility g. Safety h. Level of community engagement i. Other equity indicators, as required.

Task #	Task Description	Task Activities
		5. Consultant shall develop one map showing collisions compared to EPCs and vulnerable communities.
	Task 6 Deliverables	
6.1	Document equity considerations, processes, and assessments, to be included as a section in the Draft Plan. The assessment includes a map showing collision data compared to EPCs and vulnerable communities.	

3.7. Task 7: Implementation Plan & Programs - Refer to the table below for tasks and deliverables for Task 7 Consultant will be responsible for.

Task #	Task Description	Task Activities
7	**Implementation Plan & Programs**	
7.1	Develop Priority Projects and Programs	1. Consultant will identify a list of priority projects based on the results of Tasks 4, 5 and 6, and recommendations for Education and Enforcement Programs. Strategies, potential projects, and programs will be focused on the "3 Es" of transportation safety and equity. 2. The recommendation of priority projects, programs, and policies can be based on facility types and/or certain geographic focus areas of the City including but not limited to Santa Clara downtown, Levis' Stadium & Convention Center, El Camino Real, and Santa Clara University. 3. This task will include an assembly of projects identified in existing plans, reviewed for consistency with the Safe System Approach. Where projects have not been identified on the City's HIN, high level project concepts with a list of potential countermeasures will be developed with City staff. Systemic or citywide projects will be envisioned to match the citywide systemic profiles where planned projects are also not in place.
7.2	Develop Implementation Plan & Program	1. Consultant shall develop an Implementation Plan & Program for the Vision Zero effort, time ranges when projects and strategies will ideally be deployed, cost estimates (including

Task #	Task Description	Task Activities
7		**Implementation Plan & Programs**
		capital improvement costs for priority projects, typical costs for items included in the countermeasure toolbox, and startup/annual costs for recommended programs and policies), and explain project prioritization criteria. 2. The Implementation Plan & Programs will: a. Recognize the needs of all users of the multimodal transportation system. b. Include potential projects that are feasible and applicable for grant funding. c. Include conceptual infrastructure improvements with quantifiable costs. d. Include a schedule for implementation. e. Identify roles and responsibilities for implementation. f. Address project evaluation and prioritization. 3. Strategies and recommendations will consider and outline fiscal and employee resources necessary for a continued, sustained, and successful effort to achieve traffic safety goals. A project readiness timeline for each strategy and project should be included (i.e., short-term = up to five years; mid-term = five to ten years; long-term = 10+ years). 4. The Consultant will also develop a strategy for implementing safety measures included in Task 5 (Countermeasure Toolbox) and a means to monitor safety outcomes to evaluate which measures are most effective for the City. 5. The Consultant will identify potential projects for future grant applications, measures that can be included in regular maintenance cycles, and potential updates to regional design standards to better align safety best practices. 6. Consultant shall develop concept plans for 10 priority projects that can be used for future grant applications. Concept plans shall be developed over high-quality aerials showing

Task #	Task Description	Task Activities
7	**Implementation Plan & Programs**	
		existing conditions. Consultant shall supplement concept designs with other planning-level diagrams that can be shared during public presentations.
7.3	Develop Evaluation Plan	Identify on-going actionable steps to evaluate and monitor Vision Zero performance after Plan adoption.
	Task 7 Deliverables	
7.1	(a) Final Prioritized Project, Programs and Policies, revised with up to three (3) rounds of consolidated comments. (b) Concept plans for top 10 priority projects	
7.2	Vision Zero Implementation Plan & Program	
7.3	Vision Zero Evaluation & Monitoring Plan	

3.8. Task 8: Draft and Final Plan - Refer to the table below for tasks and deliverables for Task 8 Consultant will be responsible for.

Task #	Task Description	Task Activities
8	**Draft and Final Plan**	
8.1	Vision Zero Plan Draft Report	1. Consultant will prepare a draft Plan for public review and comment. 2. Specifically, the consultant should develop a final report that: a. Is organized and communicates a clear message both graphically and with accompanying text. b. Is easy to read and understand. c. Explains key implications as they relate to policies, programs, practices, strategies, infrastructure projects, funding, and other recommendations. 3. Consultant will revise the draft Plan based on public input. Consultant shall provide City with appropriate presentation materials for final review and adoption of the Vision Zero Plan.

Task #	Task Description	Task Activities
8	**Draft and Final Plan**	
8.2	Vision Zero Plan Final Report	1. Upon final review and consent by city staff, the Consultant will develop a final report that is visually appealing, easy for stakeholders to understand and communicates action plan strategies and recommendations. 2. Upon final project completion, the consultant will be responsible for providing a high-resolution final Vision Zero Plan in PDF format. The Consultant is also expected to provide City with all data and study products. All community engagement summaries and technical analyses should be included as an appendix of the study.
8.3	Executive Summary/Fact Sheet	The Consultant shall develop a brief executive summary or fact sheet in PDF format, which relays all pertinent information in an easy-to-follow format. The summary should be concise and highly graphic, highlighting major assumptions, strategies, and recommendations.
	Task 8 Deliverables	
8.1	Draft Plan	
8.2	Electronic copy of the Final Plan	
8.3	Electronic copy of the Executive Summary/Fact Sheet	

4. OPTIONAL TASKS

Consultant may propose optional tasks for this project including the following:

4.1. Optional Task for Task 2.2: Continue 6-month collaboration with the Vision Zero Task Force and report back Vision Zero monitoring and evaluation.

4.2. Optional Task for Task 2.4: Obtain "Big Data" for citywide travel data including bicycle, pedestrian and vehicle trips and speed.

4.3. Optional Task for 2.4: Conduct site visit(s) of up to three corridors with frequent collisions.

4.4. Optional Task for Task 3.2: Conduct local small-scale media campaign such as banners at schools and bus stop advertisements.

4.5. Optional Task for Task 5.1: Collect Emergency Response data and develop Emergency Response strategies and countermeasures.

EXHIBIT A2
CITY OF SANTA CLARA SS4A APPLICATION NARRATIVE

The following is the City's submittal narrative:

E. Application Review Information
1. Selection Criteria

This section specifies the criteria DOT will use to evaluate and select applications for SS4A grant awards. The Department will review merit criteria for all applications. Each of the two grant types to be made available through the SS4A grant program, Action Plan Grant and Implementation Grant, will have its own set of application review and selection criteria.

i. Action Plan Grant Selection Criteria

For Action Plan Grants, the Department will use three evaluation criteria. The Department will evaluate quantitative data in two selection criteria areas: #1 Safety Impact; and #2 Equity. The Department will also assess the narrative for #3 Additional Safety Considerations. Costs will also be considered.

Selection Criterion #1: Safety Impact. The activities are in jurisdictions that will likely support a significant reduction or elimination of roadway fatalities and serious injuries involving various road users, including pedestrians, bicyclists, public transportation users, personal conveyance and micromobility users, motorists, and commercial operators, within the timeframe proposed by the applicant. The Department will assess safety impact using two quantitative ratings:

- The count of roadway fatalities from 2016 to 2020 based on DOT's FARS data, an alternative traffic crash dataset, or a comparable data set with roadway fatality information: 30

- The fatality rate, which is calculating using the average from the total count of fatalities from 2016 to 2020 (based on FARS data or an alternative traffic crash dataset) divided by the 2020 population of the applicant's jurisdiction based on 2020 U.S. Census population data.

(30/5 = 6)/127,647 = 0.0047% or **4.7** per 100,000 persons

Selection Criterion #2: Equity. The activities will ensure equitable investment in the safety needs of underserved communities in preventing roadway fatalities and injuries, including rural communities. The Department will assess the equity criterion using one quantitative rating:

- The percentage of the population in the applicant's jurisdiction that resides in an Underserved Community Census tract.24 Population of a Census tract, either a tract that is Underserved Community or not, must be based on 2020 U.S. Census population data.

29,591 / 127,647 = 23.18%

Selection Criterion #3: Additional Safety Considerations. The Department will assess whether the applicant has considered any of the following in the development of the Action Plan:

- Employ low-cost, high-impact strategies that can improve safety over a wider geographical area;
- Engage with a variety of public and private stakeholders (e.g., inclusive community engagement, community benefit agreements, etc.);

- Seek to adopt innovative technologies or strategies to promote safety and equity; and
- Include evidence-based projects or strategies.
- The applicant must address these considerations in narrative form.

The City of Santa Clara proposes to develop an Action Plan that will include a comprehensive citywide safety analysis to identify the highest types, locations, severity, and demographic users of collisions occurring within the City. A collision countermeasure toolbox will be developed based on recommendations within the AASHTO Highway Safety Manual and the Caltrans Local Roadway Safety Manual. The countermeasure toolbox will select low-cost, high-impact strategies that are based collision reduction factors and the evidence of high collision types and high severity collisions found in the safety analysis. These strategies, in addition to high-cost long term improvements, will be applied to high collision locations throughout the City.

The Action Plan countermeasure toolbox may include roadway design features that address safety as well as programmatic measures. These will be based on the latest technology available including passive pedestrian and bicycle detection, signal phase extensions, and traffic control improvements. Other innovative measures will include roadway markings, road diets, "quick-build" items, educational programs and enforcement campaigns. In addition, the countermeasure toolbox will also consider strategies based on past experiences by other jurisdiction Local Roadway Safety Plans, Vision Zero Plans, and Action Plans. These experiences will be used to develop the Vision Zero Action Plan for Santa Clara.

The Action Plan will also complete robust community engagement to engage various stakeholders. The Plan will use Community Workshops, Community Event Pop-ups Community Walk Audits, and Online Surveys to engage with public stakeholders within the community. The Plan will also use Technical Advisory Group Meetings, Business Group Meetings, and Safe Routes to School Meetings to engage with City staff stakeholders, private stakeholders, and the school district.

EXHIBIT B1
SCHEDULE OF FEES

1. MAXIMUM COMPENSATION

1.1. The maximum amount payable for all services provided under this Agreement shall not exceed **Five Hundred Fifty-Six Thousand Five Hundred Thirty-Six Dollars ($556,536)**, during the term of the Agreement. No additional services will be performed unless both Parties execute an amendment outlining the services requested and the compensation agreed for such services.

1.2. All payments are based upon City's acceptance of Consultant's performance of services specified in Exhibit A1, Scope of Services. City shall have no obligation to pay unless Consultant has successfully completed the work for which payment is due.

1.3. The compensation to be paid by the City is specified below:

Table B1: Total Compensation

Description	Total
Task 1: Project Management & Administration	$50,354
Task 2: Benchmarking & Data Review	$27,092
Task 3: Community Engagement	$75,387
Task 4: Collision Data Collection & Analysis	$44,254
Task 5: Countermeasure Toolbox	$28,949
Task 6: Transportation Equity Assessment	$22,063
Task 7: Implementation Pan & Program	$59,159
Task 8: Draft & Final Plan	$63,235
Other Direct Costs (Including subcontractor: Circlepoint)	$135,449
TOTAL FOR ALL TASKS AND OTHER DIRECT COSTS	**$505,942**
Contingency	$50,594
TOTAL MAXIMUM COMPENSATION NOT-TO-EXCEED	**$556,536**

1.4. In the event, there is a need to move allocated hours from one task to a different task the City and Consultant must agree in writing to this change. This will not change the not-to-exceed maximum compensation of this Agreement.

1.5. See Exhibit B2 for task breakdown by cost and hours.

2. FEES

2.1. All hourly rates are fixed for the Term of the Agreement

2.2. The hourly rates for Consultant's Personnel are listed below in Table B2:

Table B2: Hourly Rates

Title	Hourly Rate
Kimley-Horn and Associates	
Project Manager: Robert Paderna	$ 288.35
Principal-in-Charge: Mike Colety	$ 411.80
QC/QA: Frederik Venter	$ 445.98
QC/QA: Brian Sowers	$ 388.29
Analyst	$ 174.38
Professional I	$ 243.09
Professional II	$ 264.62
Project Support	$ 132.39
Senior Professional I	$ 314.04
Senior Professional II	$ 366.22
Circlepoint	
Art Director	$ 191.67
Assistant/Coordinator	$ 105.00
Associate	$ 129.56
Project Manager	$ 178.35
Senior Associate	$ 150.00
Senior Principal	$ 305.28
Senior Project Manager	$ 225.63
Senior Web/Graphics	$ 164.96
Web/Graphics	$ 143.99

3. INVOICING REQUIREMENTS

3.1. Consultant shall invoice the City on a monthly basis for the percentage of services completed for each task by Consultant during the preceding month and provide the invoice in a format approved by the City, including but not limited to the information listed under Section 3.3 below.

3.2. City shall pay Consultant within thirty (30) days of City's receipt of an approved invoice.

3.3. Invoices shall include, at a minimum, the following:

3.3.1. Identify the task services were provided for;

3.3.2. Description of work performed;

3.3.3. Deliverables completed;

3.3.4. Amount for services provided by task with a detailed breakout of all costs incurred and supporting documentation, including direct labor, indirect costs, other direct costs, travel, etc.; and

3.3.5. The not-to-exceed amount for the task, invoiced amount to date, amount for the current invoice, and remaining not-to-exceed amount for the task.

4. OPTIONAL TASKS

4.1. The following optional tasks are available from Consultant at the City's discretion for the following fee:

OPTION	DESCRIPTION	HOURS	Total
O – 2.2	**Continue 6-month collaboration with the Vision Zero task Force and report back Vision Zero monitoring and evaluation**		**$6,418**
	Project Manager: Robert Paderna	15	
	Analyst	12	
O – 2.4	**Obtain "Big Data" for citywide travel data including bicycle, pedestrian and vehicle trips and speed.**		**$7,588**
	Professional I	14	
	Analyst	24	
O – 2.4	**Conduct site visit(s) of up to three corridors with frequent collisions.**		**$6,896**
	Project Manager: Robert Paderna	10	
	Senior Professional II	10	
	Analyst	5	
O – 3.2	**Conduct local small-scale media campaign such as banners at schools and bus stop advertisements.**		**$9,948**
	Project Manager: Robert Paderna	2	
	Senior Professional II	8	
	Professional I	10	
	Analyst	23	
O – 5.1	**Emergency Response Data Collection and Strategy**		**$3,923**
	Project Manager: Robert Paderna	2	
	Senior Professional I	2	
	Professional II	5	
	Analyst	8	

EXHIBIT B2
FEES BY TASK

TASK #	DESCRIPTION	BUDGETED HOURS	HOURLY RATE	TOTAL
1	**Project Management & Administration**			
1.1	**Project Kick-Off Meeting**			**$3,357**
	Project Manager: Robert Paderna	3	$288.35	$865
	Principal-in-Charge: Mike Colety	3	$411.80	$1,235
	Senior Professional I	4	$314.04	$1,256
1.2	**Bi-weekly Project Updates**			**$21,378**
	Project Manager: Robert Paderna	48	$288.35	$13,841
	Senior Professional I	24	$314.04	$7,537
1.3	**File and Data Sharing**			**$1,326**
	Senior Professional I	2	$314.04	$628
	Analyst	4	$174.38	$698
1.4	**Progress Reporting**			**$8,141**
	Project Manager: Robert Paderna	24	$288.35	$6,920
	Analyst	7	$174.38	$1,221
1.5	**Project Management**			**$16,153**
	Project Manager: Robert Paderna	45	$288.35	$12,976
	Project Support	24	$132.39	$3,177
	TOTAL FOR TASK 1	**188**		**$50,354**
2	**Benchmarking & Data Review**			
2.1	**Programs, Policy, and Planning Benchmarking**			**$10,837**
	Project Manager: Robert Paderna	10	$288.35	$2,884
	Senior Professional I	12	$314.04	$3,768
	Analyst	24	$174.38	$4,185
2.2	**Vision Zero Task Force**			**$3,810**
	Project Manager: Robert Paderna	6	$288.35	$1,730
	Principal-in-Charge: Mike Colety	2	$411.80	$824
	Senior Professional I	4	$314.04	$1,256
2.3	**Data Collection and Review**			**$12,445**
	Project Manager: Robert Paderna	6	$288.35	$1,730
	Senior Professional I	12	$314.04	$3,768
	Professional II	6	$264.62	$1,588
	Professional I	12	$243.09	$2,917
	Analyst	14	$174.38	$2,441
	TOTAL FOR TASK 2	**108**		**$27,092**
3	**Community Engagement**			
3.1	**Community Engagement Plan & Schedule Development**			**$3,351**

TASK #	DESCRIPTION	BUDGETED HOURS	HOURLY RATE	TOTAL
	Project Manager: Robert Paderna	4	$288.35	$1,153
	Senior Professional II	6	$366.22	$2,197
3.2	**Project Promotion/Website**			**$16,030**
	Project Manager: Robert Paderna	6	$288.35	$1,730
	Senior Professional II	20	$366.22	$7,324
	Analyst	40	$174.38	$6,975
3.3	**Community Surveys (up to 4 surveys)**			**$5,967**
	Project Manager: Robert Paderna	4	$288.35	$1,153
	Senior Professional II	4	$366.22	$1,465
	Senior Professional I	4	$314.04	$1,256
	Analyst	12	$174.38	$2,093
3.4	**Outreach Events/pop-Ups (up to 5 events/up to 5 pop-ups for a total of 10)**			**$4,360**
	Analyst	25	$174.38	$4,360
3.5	**Vision Zero Task Force Meetings (up to 3 meetings)**			**$15,309**
	Project Manager: Robert Paderna	12	$288.35	$3,460
	Principal-in-Charge: Mike Colety	12	$411.80	$4,942
	Senior Professional I	12	$314.04	$3,768
	Analyst	18	$174.38	$3,139
3.6	**Community Workshops (2 virtual, 2 in-person)**			**$13,884**
	Project Manager: Robert Paderna	8	$288.35	$2,307
	Senior Professional II	8	$366.22	$2,930
	Senior Professional I	8	$314.04	$2,512
	Analyst	20	$174.38	$3,488
	Project Support	20	$132.39	$2,648
3.7	**Bicycle and Pedestrian Advisory Committee (BPAC) Meetings**			**$8,783**
	Project Manager: Robert Paderna	6	$288.35	$1,730
	Principal-in-Charge: Mike Colety	4	$411.80	$1,647
	Senior Professional II	10	$366.22	$3,662
	Analyst	10	$174.38	$1,744
3.8	**Commission Meetings (Up to 4)**			**$2,884**
	Project Manager: Robert Paderna	10	$288.35	$2,884
3.9	**City Council Meetings (Up to 2)**			**$4,819**
	Project Manager: Robert Paderna	8	$288.35	$2,307
	Senior Professional I	8	$314.04	$2,512
	TOTAL FOR TASK 3	**299**		**$75,386**
4	**Collision Data Collection and Analysis**			
4.1	**Existing Conditions Analysis**			**$23,910**
	Project Manager: Robert Paderna	2	$288.35	$577

TASK #	DESCRIPTION	BUDGETED HOURS	HOURLY RATE	TOTAL
	Professional II	20	$264.62	$5,292
	Professional I	24	$243.09	$5,834
	Analyst	70	$174.38	$12,207
4.2	**High Injury Network (HIN) Maps**			**$8,182**
	Project Manager: Robert Paderna	4	$288.35	$1,153
	Senior Professional I	4	$314.04	$1,256
	Professional II	6	$264.62	$1,588
	Analyst	24	$174.38	$4,185
4.3	**Develop Collision Profiles**			**$12,162**
	Project Manager: Robert Paderna	6	$288.35	$1,730
	Senior Professional I	12	$314.04	$3,768
	Professional II	12	$264.62	$3,175
	Analyst	20	$174.38	$3,488
	TOTAL FOR TASK 4	**204**		**$44,254**
5	**Countermeasure Toolbox**			
5.1	**Develop Countermeasure Toolbox**			**$28,949**
	Project Manager: Robert Paderna	14	$288.35	$4,037
	Principal-in-Charge: Mike Colety	2	$411.80	$824
	QC/QA: Brian Sowers	4	$388.29	$1,553
	Senior Professional I	20	$314.04	$6,281
	Professional II	15	$264.62	$3,969
	Professional I	16	$243.09	$3,889
	Analyst	36	$174.38	$6,278
	Project Support	16	$132.39	$2,118
	TOTAL FOR TASK 5	**123**		**$28,949**
6	**Transportation Equity Assessment**			
6.1	**Transportation Equity Assessment**			**$22,063**
	Project Manager: Robert Paderna	8	$288.35	$2,307
	Principal-in-Charge: Mike Colety	2	$411.80	$824
	QC/QA: Frederik Venter	4	$445.98	$1,784
	Senior Professional I	8	$314.04	$2,512
	Professional II	24	$264.62	$6,351
	Professional I	14	$243.09	$3,403
	Analyst	28	$174.38	$4,883
	TOTAL FOR TASK 6	**88**		**$22,063**
7	**Implementation Plan & Programs**			
7.1	**Develop Priority Projects and Programs**			**$31,549**
	Project Manager: Robert Paderna	8	$288.35	$2,307
	Principal-in-Charge: Mike Colety	2	$411.80	$824

TASK #	DESCRIPTION	BUDGETED HOURS	HOURLY RATE	TOTAL
	Senior Professional II	4	$366.22	$1,465
	Senior Professional I	24	$314.04	$7,537
	Professional II	30	$264.62	$7,939
	Professional I	30	$243.09	$7,293
	Analyst	24	$174.38	$4,185
7.2	**Develop Implementation Plan and Program**			**$18,070**
	Project Manager: Robert Paderna	8	$288.35	$2,307
	Principal-in-Charge: Mike Colety	2	$411.80	$824
	Senior Professional I	20	$314.04	$6,281
	Professional II	9	$264.62	$2,382
	Analyst	36	$174.38	$6,278
7.3	**Develop Evaluation Plan**			**$9,540**
	Project Manager: Robert Paderna	6	$288.35	$1,730
	Principal-in-Charge: Mike Colety	2	$411.80	$824
	Senior Professional II	2	$366.22	$732
	Senior Professional I	9	$314.04	$2,826
	Professional II	9	$264.62	$2,382
	Analyst	6	$174.38	$1,046
	TOTAL FOR TASK 7	**231**		**$59,159**
8	**Draft and Final Plan**			
8.1	**Vision Zero Plan Draft Report**			**$40,376**
	Project Manager: Robert Paderna	20	$288.35	$5,767
	Principal-in-Charge: Mike Colety	4	$411.80	$1,647
	QC/QA: Frederik Venter	4	$445.98	$1,784
	QC/QA: Brian Sowers	4	$388.29	$1,553
	Senior Professional II	18	$366.22	$6,592
	Senior Professional I	30	$314.04	$9,421
	Professional II	10	$264.62	$2,646
	Professional I	20	$243.09	$4,862
	Analyst	35	$174.38	$6,103
8.2	**Vision Zero Plan Final Report**			**$19,334**
	Project Manager: Robert Paderna	13	$288.35	$3,749
	Principal-in-Charge: Mike Colety	2	$411.80	$824
	QC/QA: Frederik Venter	2	$445.98	$892
	QC/QA: Brian Sowers	2	$388.29	$777
	Senior Professional II	6	$366.22	$2,197
	Senior Professional I	20	$314.04	$6,281
	Professional II	6	$264.62	$1,588
	Professional I	6	$243.09	$1,459

TASK #	DESCRIPTION	BUDGETED HOURS	HOURLY RATE	TOTAL
	Analyst	9	$174.38	$1,569
8.3	**Executive Summary/Fact Sheet**			**$3,524**
	Project Manager: Robert Paderna	2	$288.35	$577
	QC/QA: Frederik Venter	2	$445.98	$892
	Professional I	2	$243.09	$486
	Analyst	9	$174.38	$1,569
TOTAL FOR TASK 8		**226**		**$63,235**
TOTAL FOR ALL TASKS		**1,467**		**$370,493**
Other Direct Costs				
Outreach Materials				$7,000
Purchase and Distribution of Vision Zero Promotional/Safety Items				$5,000
Additional Supplemental Traffic Counts				$5,000
Circlepoint (Task 3)				$118,449
TOTAL FOR OTHER DIRECT COSTS				**$135,449**

EXHIBIT C
INSURANCE REQUIREMENTS

Without limiting the Consultant's indemnification of the City, and prior to commencing any of the Services required under this Agreement, the Consultant shall provide and maintain in full force and effect during the period of performance of the Agreement and for twenty-four (24) months following acceptance by the City, at its sole cost and expense, the following insurance policies from insurance companies authorized to do business in the State of California. These policies shall be primary insurance as to the City of Santa Clara so that any other coverage held by the City shall not contribute to any loss under Consultant's insurance. The minimum coverages, provisions and endorsements are as follows:

A. COMMERCIAL GENERAL LIABILITY INSURANCE

1. Commercial General Liability Insurance policy which provides coverage at least as broad as Insurance Services Office form CG 00 01. Policy limits are subject to review, but shall in no event be less than, the following:

   $1,000,000 Each Occurrence
   $2,000,000 General Aggregate
   $2,000,000 Products/Completed Operations Aggregate
   $1,000,000 Personal Injury

2. Exact structure and layering of the coverage shall be left to the discretion of Consultant; however, any excess or umbrella policies used to meet the required limits shall be at least as broad as the underlying coverage and shall otherwise follow form.

3. The following provisions shall apply to the Commercial Liability policy as well as any umbrella policy maintained by the Consultant to comply with the insurance requirements of this Agreement:

   a. Coverage shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits;

   b. There shall be no cross liability exclusion which precludes coverage for claims or suits by one insured against another; and

   c. Coverage shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of liability.

B. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Business automobile liability insurance policy which provides coverage at least as broad as ISO form CA 00 01 with policy limits a minimum limit of not less than one million dollars ($1,000,000) each accident using, or providing coverage at

least as broad as, Insurance Services Office form CA 00 01. Liability coverage shall apply to all owned (if any), non-owned and hired autos.

C. WORKERS' COMPENSATION

1. Workers' Compensation Insurance Policy as required by statute and employer's liability with limits of at least one million dollars ($1,000,000) policy limit Bodily Injury by disease, one million dollars ($1,000,000) each accident/Bodily Injury and one million dollars ($1,000,000) each employee Bodily Injury by disease.

2. The indemnification and hold harmless obligations of Consultant included in this Agreement shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefit payable by or for Consultant or any subcontractor under any Workers' Compensation Act(s), Disability Benefits Act(s) or other employee benefits act(s).

3. This policy must include a Waiver of Subrogation in favor of the City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents.

D. PROFESSIONAL LIABILITY

Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designed to protect against negligent acts, errors or omissions of the Consultant. Covered services as designated in the policy must specifically include work performed under this agreement. Coverage shall be in an amount of not less than one million dollars ($1,000,000) per claim or two million dollars ($2,000,000) aggregate. Any coverage containing a deductible or self-retention must first be approved in writing by the City Attorney's Office.

E. COMPLIANCE WITH REQUIREMENTS

All of the following clauses and/or endorsements, or similar provisions, must be part of each commercial general liability policy, and each umbrella or excess policy.

1. Additional Insureds. City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents are hereby added as additional insureds in respect to liability arising out of Consultant's work for City, using Insurance Services Office (ISO) Endorsement CG 20 10 11 85, or the combination of CG 20 10 03 97 and CG 20 37 10 01, or its equivalent.

2. Primary and non-contributing. Each insurance policy provided by Consultant shall contain language or be endorsed to contain wording making it primary insurance as respects to, and not requiring contribution

from, any other insurance which the indemnities may possess, including any self-insurance or self-insured retention they may have. Any other insurance indemnities may possess shall be considered excess insurance only and shall not be called upon to contribute with Consultant's insurance.

3. Cancellation.

   a. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided due to non-payment of premiums shall be effective until written notice has been given to City at least ten (10) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least ten (10) days prior to the effective date of non-renewal.

   b. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided for any cause save and except non-payment of premiums shall be effective until written notice has been given to City at least thirty (30) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least thirty (30) days prior to the effective date of non-renewal.

4. Other Endorsements. Other endorsements may be required for policies other than the commercial general liability policy if specified in the description of required insurance set forth in Sections A through E of this Exhibit C, above.

F. ADDITIONAL INSURANCE RELATED PROVISIONS

Consultant and City agree as follows:

1. Consultant agrees to ensure that subcontractors, and any other party involved with the Services, who is brought onto or involved in the performance of the Services by Consultant, provide the same minimum insurance coverage required of Consultant, except as with respect to limits. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. Consultant agrees that upon request by City, all agreements with, and insurance compliance documents provided by, such subcontractors and others engaged in the project will be submitted to City for review.

2. Consultant agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge

City or Consultant for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.

3. The City reserves the right to withhold payments from the Consultant in the event of material noncompliance with the insurance requirements set forth in this Agreement.

G. EVIDENCE OF COVERAGE

Prior to commencement of any Services under this Agreement, Consultant, and each and every subcontractor (of every tier) shall, at its sole cost and expense, provide and maintain not less than the minimum insurance coverage with the endorsements and deductibles indicated in this Agreement. Such insurance coverage shall be maintained with insurers, and under forms of policies, satisfactory to City and as described in this Agreement. Consultant shall file with the City all certificates and endorsements for the required insurance policies for City's approval as to adequacy of the insurance protection.

H. EVIDENCE OF COMPLIANCE

Consultant or its insurance broker shall provide the required proof of insurance compliance, consisting of Insurance Services Office (ISO) endorsement forms or their equivalent and the ACORD form 25-S certificate of insurance (or its equivalent), evidencing all required coverage shall be delivered to City, or its representative as set forth below, at or prior to execution of this Agreement. Upon City's request, Consultant shall submit to City copies of the actual insurance policies or renewals or replacements. Unless otherwise required by the terms of this Agreement, all certificates, endorsements, coverage verifications and other items required to be delivered to City pursuant to this Agreement shall be emailed to:

ctsantaclaraca@ebix.com

Or mailed to:

EBIX Inc.
City of Santa Clara Department of Public Works
P.O. Box 100085 – S2
Duluth, GA 30096

Telephone number: 951-766-2280
Fax number: 770-325-0409

I. QUALIFYING INSURERS

All of the insurance companies providing insurance for Consultant shall have, and provide written proof of, an A. M. Best rating of at least A minus 6 (A- VI) or shall be an insurance company of equal financial stability that is approved by the City or its insurance compliance representatives.

EXHIBIT D
TITLE VI ASSURANCES

APPENDIX A

During the performance of this Agreement, the contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as CONSULTANT) agrees as follows:

a. Compliance with Regulations: CONSULTANT shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.

b. Nondiscrimination: CONSULTANT, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.

c. Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONSULTANT for work to be performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONSULTANT of the CONSULTANT'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

d. Information and Reports: CONSULTANT shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the recipient or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, CONSULTANT shall so certify to the recipient or FHWA as appropriate, and shall set forth what efforts CONSULTANT has made to obtain the information.

e. Sanctions for Noncompliance: In the event of CONSULTANT's noncompliance with the nondiscrimination provisions of this agreement, the recipient shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

   i. withholding of payments to CONSULTANT under the Agreement within a reasonable period of time, not to exceed 90 days; and/or

   ii. cancellation, termination or suspension of the Agreement, in whole or in part.

f. Incorporation of Provisions: CONSULTANT shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

CONSULTANT shall take such action with respect to any sub-agreement or procurement as the recipient or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event CONSULTANT becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, CONSULTANT may request the recipient enter into such litigation to protect the interests of the State, and, in addition, CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX E

During the performance of this contract, the CONSULTANT, for itself, its assignees, and successors in interest (hereinafter referred to as the "CONSULTANT") agrees to comply with the following nondiscrimination statutes and authorities, including, but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42
- U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), prohibits discrimination on the basis of sex;
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination of the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38;

- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English Proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C.1681 et seq).

REPORT TO COUNCIL

SUBJECT
Action on an Agreement with Kimley-Horn and Associates, Inc. for Professional Services for the Santa Clara Vision Zero Plan

COUNCIL PILLAR
Deliver and Enhance High Quality Efficient Services and Infrastructure

BACKGROUND
Vision Zero has been publicized as a strategy aimed at eliminating traffic fatalities and severe injuries, while enhancing safe, healthy, equitable mobility for all. Initially introduced in Sweden during the 1990s, Vision Zero programs have since been implemented around the world and locally in California and Santa Clara County. The City's Bicycle Plan and Pedestrian Master Plan have objectives that include studying the implementation of a Vision Zero Plan.

The United States Bipartisan Infrastructure Law established the Safe Streets and Roads for All (SS4A) grant program that provides funding opportunities to develop comprehensive safety action plans and implement projects identified within these plans. To achieve the goal of studying and implementing a Vision Zero Plan, the Department of Public Works (DPW) applied for a SS4A grant in September 2022. In February 2023, DPW was notified of a $450,000 grant award to help in developing a Santa Clara Vision Zero Plan (Plan). The City was also required to provide a 20 percent local match as part of the grant.

On December 5, 2023, the City Council accepted the SS4A grant funding to establish the Plan, authorized the City Manager to execute all documents related to accepting federal funding, and approved a budget amendment of $570,000 for the Santa Clara Vision Zero Plan project.

On January 5, 2024, the grant agreement with the Federal Highway Administration (FHWA) was fully executed.

The Plan will involve robust community engagement and a comprehensive citywide safety analysis to identify the locations, severity, demographics, and common collision types within the City. The Plan will develop a collision countermeasure toolbox, comprising programmatic measures and roadway design features to address traffic safety issues. Additionally, a list of potential traffic improvements will be developed and prioritized. Upon completion of the Plan, the City will have the opportunity to seek future grant opportunities to fund implementation under the SS4A program.

DISCUSSION
Pursuant to City Code Section 2.105.140(c), a formal Request for Proposals (RFP) was conducted, with the award recommendation based on "best value." On January 25, 2024, the City published the

RFP for professional services for the Santa Clara Vision Zero Plan on the City's e-procurement platform. In addition, staff directly sent notifications to civil engineering and public outreach companies obtained from the Caltrans Disadvantaged Business Enterprise (DBE) database.

The City received one proposal from Kimley-Horn and Associates, Inc. (Kimley-Horn), which was thoroughly reviewed and evaluated by staff who checked references and determined that their proposal satisfied the RFP requirements. Kimley-Horn has extensive experience in leading roadway safety projects and similar Vision Zero efforts in California. The City conducted a Best and Final Offer (BAFO) to memorialize clarifications and provide a final opportunity for Kimley-Horn to revise their cost proposal, resulting in a cost savings of $27,000.

Staff recommends awarding an agreement to Kimley-Horn and Associates, Inc. for the Santa Clara Vision Zero Plan. Under the proposed agreement, Kimley-Horn will provide professional services including (a) project management, (b) review of existing plans, policies, and standards, (c) analysis of existing conditions, (d) public outreach, and (e) preparation of a final project report. The agreement has a term of two years and a not-to-exceed maximum compensation of $556,536, which includes a contingency amount of $50,594. Payments are tied to successful completion of key tasks/deliverables.

ENVIRONMENTAL REVIEW

The action being considered does not constitute a “project” within the meaning of the California Environmental Quality Act (“CEQA”) pursuant to CEQA Guidelines section 15378(a) as it has no potential for resulting in a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment.

FISCAL IMPACT

The City negotiated to receive a Best and Final Offer from Kimley-Horn to obtain the recommended not-to-exceed amount.

The proposed agreement is for a total not to exceed amount of $556,536, which was negotiated by the City during the BAFO process. This amount consists of $505,942 for basic services and a $50,594 contingency for additional services. Funding for the agreement is available in the Streets and Highways Capital Fund in the Santa Clara Vision Zero Plan project (Project 1268).

COORDINATION

This report has been coordinated with the Finance Department and the City Attorney’s Office.

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City’s official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City’s website and in the City Clerk’s Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk’s Office at (408) 615-2220, email clerk@santaclaraca.gov <mailto:clerk@santaclaraca.gov> or at the public information desk at any City of Santa Clara public library.

RECOMMENDATION

1. Authorize the City Manager to negotiate and execute an agreement with Kimley-Horn and Associates, Inc. (Agreement) to provide professional services for the Santa Clara Vision Zero Plan

project with a maximum compensation not-to-exceed $556,536 over a two-year term, in a final form approved by the City Attorney; and
2. Authorize the City Manager to take any actions necessary to implement and administer the Agreement and negotiate and execute amendments to the Agreement to extend the term and modify the scope of services, in final forms approved by the City Attorney.

Reviewed by: Craig Mobeck, Director of Public Works
Approved by: Jovan Grogan, City Manager

ATTACHMENTS
1. Agreement

AMENDMENT NO. 1
TO THE AGREEMENT FOR SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
KIMLEY-HORN AND ASSOCIATES, INC.

PREAMBLE

This agreement ("Amendment No. 1") is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Kimley-Horn and Associates, Inc., a North Carolina corporation, (Contractor). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

A. The Parties previously entered into an agreement entitled "Agreement for Services Between the City of Santa Clara, California and Kimley-Horn and Associates, Inc.", dated June 24, 2024 (Agreement); and

B. The Parties entered into the Agreement for the purpose of having Contractor provide professional services for a comprehensive citywide transportation safety analysis and the development of a Vision Zero Plan, and the Parties now wish to amend the Agreement to add additional services and increase compensation by $24,298.80 for a revised total not-to-exceed maximum compensation of $580,834.80, subject to budget appropriation.

NOW, THEREFORE, the Parties agree as follows:

AMENDMENT TERMS AND CONDITIONS

1. Section 7 of the Agreement, entitled "COMPENSATION AND PAYMENT" is amended to read as follows:

> In consideration for Consultant's complete performance of Services, City shall pay Consultant for all materials provided and Services rendered by Consultant in accordance with Revised Exhibit B1, entitled "SCHEDULE OF FEES." The maximum compensation of this Agreement is as specified in Revised Exhibit B1 Section 1, subject to budget appropriations, which includes all payments that may be authorized for Services and for expenses, supplies, materials and equipment required to perform the Services. All work performed or materials provided in excess of the maximum compensation shall be at Consultant's

expense. Consultant shall not be entitled to any payment above the maximum compensation under any circumstance.

2. Exhibit A1 of the Agreement, entitled “SCOPE OF SERVICES” is hereby amended as set forth in Addendum #1 to Exhibit A1, attached herein.

3. Exhibit B1 of the Agreement, entitled “SCHEDULE OF FEES” is hereby amended to read as set forth in Revised Exhibit B1, attached herein.

4. Exhibit B2 of the Agreement, entitled “FEES BY TASK” is hereby amended to read as set forth in Revised Exhibit B2, attached herein.

5. Except as set forth herein, all other terms and conditions of the Agreement shall remain in full force and effect. In case of a conflict in the terms of the Agreement and this Amendment No. 1, the provisions of this Amendment No. 1 shall control.

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SIGNATURES ON NEXT PAGE

The Parties acknowledge and accept the terms and conditions of this Amendment No. 1 as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form: Dated: _____

GLEN R. GOOGINS
City Attorney

JŌVAN D. GROGAN
City Manager
City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

KIMLEY-HORN AND ASSOCIATES, INC.
a North Carolina corporation

Dated: _____
By (Signature): _____
Name: Mike Colety
Title: Principal
Principal Place of Business Address: 1300 Clay Street, Suite 900, Oakland, CA 94612
Email Address: mike.colety@kimley-horn.com
Telephone: (702) 862-3609
Fax: N/A

"CONTRACTOR"

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ADDENDUM #1 TO EXHIBIT A1 – SCOPE OF SERVICES

1. Consultant shall provide the following additional services:
   1.1. Task 3.2 Project Promotion/Website
      1.1.1. Consultant shall create and produce additional 100 project signs for a total of 400 project signs.
      1.1.2. Consultant will be responsible for installing all 400 project signs on city-owned streetlight poles.
      1.1.3. Consultant shall create, produce and distribute additional flyers or pamphlets (approximately 320) to the public at pop-up events and community workshops.
      1.1.4. NEW: Consultant shall conduct local small-scale media campaign such as creating, producing and installing two project banners and 10 bus stop posters. Consultant shall work with VTA to install the posters at bus stops and advertise them for six months.
   1.2. Task 3.4: Outreach Events/Pop-Ups
      1.2.1. Consultant shall purchase and distribute additional Vision Zero promotional/safety items: bike reflectors/lights, zipper/backpack flashing lights, neon wristbands, and mini flashlights.
   1.3. Task 3.6: Community Workshops
      1.3.1. Consultant shall conduct one (1) additional workshop to engage the public and solicit feedback on the project.
   1.4. Task 4.1: Existing Conditions Analysis
      1.4.1. In addition to the scope in existing conditions analysis, consultant shall continue the analysis and monitoring of multi-modal transportation data to document changes in travel patterns and speed data, and assist city in completing any necessary progress reports for the OTS grant.

REVISED EXHIBIT B1
SCHEDULE OF FEES

1. MAXIMUM COMPENSATION

1.1. The maximum amount payable for all services provided under this Agreement shall not exceed **Five Hundred Eighty Thousand Eight Hundred Thirty-Four Dollars and Eighty Cents ($580,834.80)**, during the term of the Agreement. No additional services will be performed unless both Parties execute an amendment outlining the services requested and the compensation agreed for such services.

1.2. All payments are based upon City's acceptance of Consultant's performance of services specified in Exhibit A1, Scope of Services. City shall have no obligation to pay unless Consultant has successfully completed the work for which payment is due.

1.3. The compensation to be paid by the City is specified below:

Table B1: Total Compensation

Description	Total
Task 1: Project Management & Administration	$50,354
Task 2: Benchmarking & Data Review	$27,092
Task 3: Community Engagement	$75,387
Task 4: Collision Data Collection & Analysis	$44,254
Task 5: Countermeasure Toolbox	$28,949
Task 6: Transportation Equity Assessment	$22,063
Task 7: Implementation Pan & Program	$59,159
Task 8: Draft & Final Plan	$63,235
Other Direct Costs (Including subcontractor: Circlepoint)	$135,449
TOTAL FOR ALL TASKS AND OTHER DIRECT COSTS	**$505,942**
Contingency	$50,594
ORIGINAL TOTAL MAXIMUM COMPENSATION NOT-TO-EXCEED	**$556,536**
Amendment No. 1	**$24,298.80**
REVISED TOTAL MACIMUM COMPENSATION NOT-TO-EXCEED	**$580,834.80**

1.4. In the event, there is a need to move allocated hours from one task to a different task the City and Consultant must agree in writing to this change. This will not change the not-to-exceed maximum compensation of this Agreement.

1.5. See Exhibit B2 for task breakdown by cost and hours.

2. FEES

2.1. All hourly rates are fixed for the Term of the Agreement

2.2. The hourly rates for Consultant's Personnel are listed below in Table B2:

Table B2: Hourly Rates

Title	Hourly Rate
Kimley-Horn and Associates	
Project Manager: Robert Paderna	$ 288.35
Principal-in-Charge: Mike Colety	$ 411.80
QC/QA: Frederik Venter	$ 445.98
QC/QA: Brian Sowers	$ 388.29
Analyst	$ 174.38
Professional I	$ 243.09
Professional II	$ 264.62
Project Support	$ 132.39
Senior Professional I	$ 314.04
Senior Professional II	$ 366.22
Circlepoint	
Art Director	$ 191.67
Assistant/Coordinator	$ 105.00
Associate	$ 129.56
Project Manager	$ 178.35
Senior Associate	$ 150.00
Senior Principal	$ 305.28
Senior Project Manager	$ 225.63
Senior Web/Graphics	$ 164.96
Web/Graphics	$ 143.99

3. INVOICING REQUIREMENTS

3.1. Consultant shall invoice the City on a monthly basis for the percentage of services completed for each task by Consultant during the preceding month and provide the invoice in a format approved by the City, including but not limited to the information listed under Section 3.3 below.

3.2. City shall pay Consultant within thirty (30) days of City's receipt of an approved invoice.

3.3. Invoices shall include, at a minimum, the following:

3.3.1. Identify the task services were provided for;

3.3.2. Description of work performed;

3.3.3. Deliverables completed;

3.3.4. Amount for services provided by task with a detailed breakout of all costs incurred and supporting documentation, including direct labor, indirect costs, other direct costs, travel, etc.; and

3.3.5. The not-to-exceed amount for the task, invoiced amount to date, amount for the current invoice, and remaining not-to-exceed amount for the task.

4. OPTIONAL TASKS

4.1. The following optional tasks are available from Consultant at the City's discretion for the following fee:

OPTION	DESCRIPTION	HOURS	Total
O – 2.2	**Continue 6-month collaboration with the Vision Zero task Force and report back Vision Zero monitoring and evaluation**		**$6,418**
	Project Manager: Robert Paderna	15	
	Analyst	12	
O – 2.4	**Obtain "Big Data" for citywide travel data including bicycle, pedestrian and vehicle trips and speed.**		**$7,588**
	Professional I	14	
	Analyst	24	
O – 2.4	**Conduct site visit(s) of up to three corridors with frequent collisions.**		**$6,896**
	Project Manager: Robert Paderna	10	
	Senior Professional II	10	
	Analyst	5	
O – 3.2	**Conduct local small-scale media campaign such as banners at schools and bus stop advertisements.**		**$9,948**
	Project Manager: Robert Paderna	2	
	Senior Professional II	8	
	Professional I	10	
	Analyst	23	
O – 5.1	**Emergency Response Data Collection and Strategy**		**$3,923**
	Project Manager: Robert Paderna	2	
	Senior Professional I	2	
	Professional II	5	
	Analyst	8	

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REVISED EXHIBIT B2
FEES BY TASK

1. AMENDMENT NO. 1
   1.1. The following additional services shall be provided by Consultant at the specified fee:

Task Number	Activity	Unit/Cost Rate	Units	Total Cost
3.2	Additional 100 Project Signs	$ 23.82	100	$ 2,382.00
	Sign/Poster Production	$ 16.00	20	$ 320.00
	Sign/Poster Installation	$ 200.00	20	$ 4,000.00
	Producing and Installing 2 Project Banners	$ 73.81	2	$ 147.62
	Bus Stop Poster Production	$ 18.72	10	$ 187.20
	Bus Stop Poster Advertisement	$ 125.00	6	$ 750.00
	Additional Flyers/Pamphlets	$ 0.48	323	$ 155.04
TOTAL COST FOR TASK 3.4 ADDITIONAL SERVICES				**$ 7,941.86**
3.4	Additional Promotional/Safety Items One Time Setup Fee	$ 400.00	1	$ 400.00
	Bike Reflectors/Lights	$ 4.57	550	$ 2,513.50
	Zipper/Backpack Flashing Lights	$ 3.19	540	$ 1,722.60
	Neon Wristbands	$ 1.03	540	$ 556.20
	Mini Flashlights	$ 3.28	500	$ 1,640.00
TOTAL COST FOR TASK 3.4 ADDITIONAL SERVICES				**$ 6,832.30**
3.6	Additional 1 Community Workshop	$ 4,500.00	1	$ 4,500.00
TOTAL COST FOR TASK 3.6 ADDITIONAL SERVICES				**$ 4,500.00**
4.1	Multi-modal Transportation Data Analysis	$ 314.04	16	$ 5,024.64
TOTAL COST FOR TASK 4.1 ADDITIONAL SERVICES				**$ 5,024.64**
TOTAL FOR ADDITIONAL SERVICES				**$ 24,298.80**

TASK #	DESCRIPTION	BUDGETED HOURS	HOURLY RATE	TOTAL
1	**Project Management & Administration**			
1.1	**Project Kick-Off Meeting**			**$3,357**
	Project Manager: Robert Paderna	3	$288.35	$865
	Principal-in-Charge: Mike Colety	3	$411.80	$1,235
	Senior Professional I	4	$314.04	$1,256
1.2	**Bi-weekly Project Updates**			**$21,378**
	Project Manager: Robert Paderna	48	$288.35	$13,841

TASK #	DESCRIPTION	BUDGETED HOURS	HOURLY RATE	TOTAL
	Senior Professional I	24	$314.04	$7,537
1.3	**File and Data Sharing**			**$1,326**
	Senior Professional I	2	$314.04	$628
	Analyst	4	$174.38	$698
1.4	**Progress Reporting**			**$8,141**
	Project Manager: Robert Paderna	24	$288.35	$6,920
	Analyst	7	$174.38	$1,221
1.5	**Project Management**			**$16,153**
	Project Manager: Robert Paderna	45	$288.35	$12,976
	Project Support	24	$132.39	$3,177
TOTAL FOR TASK 1		**188**		**$50,354**
2	**Benchmarking & Data Review**			
2.1	**Programs, Policy, and Planning Benchmarking**			**$10,837**
	Project Manager: Robert Paderna	10	$288.35	$2,884
	Senior Professional I	12	$314.04	$3,768
	Analyst	24	$174.38	$4,185
2.2	**Vision Zero Task Force**			**$3,810**
	Project Manager: Robert Paderna	6	$288.35	$1,730
	Principal-in-Charge: Mike Colety	2	$411.80	$824
	Senior Professional I	4	$314.04	$1,256
2.3	**Data Collection and Review**			**$12,445**
	Project Manager: Robert Paderna	6	$288.35	$1,730
	Senior Professional I	12	$314.04	$3,768
	Professional II	6	$264.62	$1,588
	Professional I	12	$243.09	$2,917
	Analyst	14	$174.38	$2,441
TOTAL FOR TASK 2		**108**		**$27,092**
3	**Community Engagement**			
3.1	**Community Engagement Plan & Schedule Development**			**$3,351**
	Project Manager: Robert Paderna	4	$288.35	$1,153
	Senior Professional II	6	$366.22	$2,197
3.2	**Project Promotion/Website**			**$16,030**
	Project Manager: Robert Paderna	6	$288.35	$1,730
	Senior Professional II	20	$366.22	$7,324
	Analyst	40	$174.38	$6,975
3.3	**Community Surveys (up to 4 surveys)**			**$5,967**
	Project Manager: Robert Paderna	4	$288.35	$1,153
	Senior Professional II	4	$366.22	$1,465
	Senior Professional I	4	$314.04	$1,256
	Analyst	12	$174.38	$2,093

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TASK #	DESCRIPTION	BUDGETED HOURS	HOURLY RATE	TOTAL
3.4	**Outreach Events/pop-Ups (up to 5 events/up to 5 pop-ups for a total of 10)**			**$4,360**
	Analyst	25	$174.38	$4,360
3.5	**Vision Zero Task Force Meetings (up to 3 meetings)**			**$15,309**
	Project Manager: Robert Paderna	12	$288.35	$3,460
	Principal-in-Charge: Mike Colety	12	$411.80	$4,942
	Senior Professional I	12	$314.04	$3,768
	Analyst	18	$174.38	$3,139
3.6	**Community Workshops (2 virtual, 2 in-person)**			**$13,884**
	Project Manager: Robert Paderna	8	$288.35	$2,307
	Senior Professional II	8	$366.22	$2,930
	Senior Professional I	8	$314.04	$2,512
	Analyst	20	$174.38	$3,488
	Project Support	20	$132.39	$2,648
3.7	**Bicycle and Pedestrian Advisory Committee (BPAC) Meetings**			**$8,783**
	Project Manager: Robert Paderna	6	$288.35	$1,730
	Principal-in-Charge: Mike Colety	4	$411.80	$1,647
	Senior Professional II	10	$366.22	$3,662
	Analyst	10	$174.38	$1,744
3.8	**Commission Meetings (Up to 4)**			**$2,884**
	Project Manager: Robert Paderna	10	$288.35	$2,884
3.9	**City Council Meetings (Up to 2)**			**$4,819**
	Project Manager: Robert Paderna	8	$288.35	$2,307
	Senior Professional I	8	$314.04	$2,512
TOTAL FOR TASK 3		**299**		**$75,386**
4	**Collision Data Collection and Analysis**			
4.1	**Existing Conditions Analysis**			**$23,910**
	Project Manager: Robert Paderna	2	$288.35	$577
	Professional II	20	$264.62	$5,292
	Professional I	24	$243.09	$5,834
	Analyst	70	$174.38	$12,207
4.2	**High Injury Network (HIN) Maps**			**$8,182**
	Project Manager: Robert Paderna	4	$288.35	$1,153
	Senior Professional I	4	$314.04	$1,256
	Professional II	6	$264.62	$1,588
	Analyst	24	$174.38	$4,185
4.3	**Develop Collision Profiles**			**$12,162**
	Project Manager: Robert Paderna	6	$288.35	$1,730
	Senior Professional I	12	$314.04	$3,768

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TASK #	DESCRIPTION	BUDGETED HOURS	HOURLY RATE	TOTAL
	Professional II	12	$264.62	$3,175
	Analyst	20	$174.38	$3,488
TOTAL FOR TASK 4		**204**		**$44,254**
5	**Countermeasure Toolbox**			
5.1	**Develop Countermeasure Toolbox**			**$28,949**
	Project Manager: Robert Paderna	14	$288.35	$4,037
	Principal-in-Charge: Mike Colety	2	$411.80	$824
	QC/QA: Brian Sowers	4	$388.29	$1,553
	Senior Professional I	20	$314.04	$6,281
	Professional II	15	$264.62	$3,969
	Professional I	16	$243.09	$3,889
	Analyst	36	$174.38	$6,278
	Project Support	16	$132.39	$2,118
TOTAL FOR TASK 5		**123**		**$28,949**
6	**Transportation Equity Assessment**			
6.1	**Transportation Equity Assessment**			**$22,063**
	Project Manager: Robert Paderna	8	$288.35	$2,307
	Principal-in-Charge: Mike Colety	2	$411.80	$824
	QC/QA: Frederik Venter	4	$445.98	$1,784
	Senior Professional I	8	$314.04	$2,512
	Professional II	24	$264.62	$6,351
	Professional I	14	$243.09	$3,403
	Analyst	28	$174.38	$4,883
TOTAL FOR TASK 6		**88**		**$22,063**
7	**Implementation Plan & Programs**			
7.1	**Develop Priority Projects and Programs**			**$31,549**
	Project Manager: Robert Paderna	8	$288.35	$2,307
	Principal-in-Charge: Mike Colety	2	$411.80	$824
	Senior Professional II	4	$366.22	$1,465
	Senior Professional I	24	$314.04	$7,537
	Professional II	30	$264.62	$7,939
	Professional I	30	$243.09	$7,293
	Analyst	24	$174.38	$4,185
7.2	**Develop Implementation Plan and Program**			**$18,070**
	Project Manager: Robert Paderna	8	$288.35	$2,307
	Principal-in-Charge: Mike Colety	2	$411.80	$824
	Senior Professional I	20	$314.04	$6,281
	Professional II	9	$264.62	$2,382
	Analyst	36	$174.38	$6,278

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TASK #	DESCRIPTION	BUDGETED HOURS	HOURLY RATE	TOTAL
7.3	**Develop Evaluation Plan**			**$9,540**
	Project Manager: Robert Paderna	6	$288.35	$1,730
	Principal-in-Charge: Mike Colety	2	$411.80	$824
	Senior Professional II	2	$366.22	$732
	Senior Professional I	9	$314.04	$2,826
	Professional II	9	$264.62	$2,382
	Analyst	6	$174.38	$1,046
TOTAL FOR TASK 7		**231**		**$59,159**
8	**Draft and Final Plan**			
8.1	**Vision Zero Plan Draft Report**			**$40,376**
	Project Manager: Robert Paderna	20	$288.35	$5,767
	Principal-in-Charge: Mike Colety	4	$411.80	$1,647
	QC/QA: Frederik Venter	4	$445.98	$1,784
	QC/QA: Brian Sowers	4	$388.29	$1,553
	Senior Professional II	18	$366.22	$6,592
	Senior Professional I	30	$314.04	$9,421
	Professional II	10	$264.62	$2,646
	Professional I	20	$243.09	$4,862
	Analyst	35	$174.38	$6,103
8.2	**Vision Zero Plan Final Report**			**$19,334**
	Project Manager: Robert Paderna	13	$288.35	$3,749
	Principal-in-Charge: Mike Colety	2	$411.80	$824
	QC/QA: Frederik Venter	2	$445.98	$892
	QC/QA: Brian Sowers	2	$388.29	$777
	Senior Professional II	6	$366.22	$2,197
	Senior Professional I	20	$314.04	$6,281
	Professional II	6	$264.62	$1,588
	Professional I	6	$243.09	$1,459
	Analyst	9	$174.38	$1,569
8.3	**Executive Summary/Fact Sheet**			**$3,524**
	Project Manager: Robert Paderna	2	$288.35	$577
	QC/QA: Frederik Venter	2	$445.98	$892
	Professional I	2	$243.09	$486
	Analyst	9	$174.38	$1,569
TOTAL FOR TASK 8		**226**		**$63,235**
TOTAL FOR ALL TASKS		**1,467**		**$370,493**
Other Direct Costs				
Outreach Materials				$7,000
Purchase and Distribution of Vision Zero Promotional/Safety Items				$5,000

DRAFT

TASK #	DESCRIPTION	BUDGETED HOURS	HOURLY RATE	TOTAL
Additional Supplemental Traffic Counts				$5,000
Circlepoint (Task 3)				$118,449
TOTAL FOR OTHER DIRECT COSTS				**$135,449**

DRAFT

24-702 Agenda Date: 9/24/2024

REPORT TO COUNCIL

SUBJECT
Action on a Grant Agreement with the California Office of Traffic Safety, and Amendment No. 2 to the Agreement with Safe Moves, Inc., for the Safe Routes to School Program, and Related Budget Amendments

COUNCIL PILLAR
Deliver and Enhance High Quality Efficient Services and Infrastructure

BACKGROUND
The City of Santa Clara administers the Safe Routes to School Program (SRTS Program) through a collaborative effort with the Santa Clara Unified School District (SCUSD). Currently, 17 schools participate in the program, which offers Safe Routes to School Maps, Bicycle & Pedestrian Rodeos, Walk & Bike to School Days, Traffic Safety Equipment Giveaways, Safety Education Curriculum, and Parent and School District staff workshops.

In July 2022, the City received a $25,000 grant from the California Office of Traffic Safety (OTS). OTS, which administers traffic safety grants made available to California by the National Highway Traffic Safety Administration (NHTSA), awarded these funds to enhance the City's SRTS Program. In November 2022, the City allocated these funds through an agreement with Safe Moves, Inc. This agreement was later amended (Amendment No. 1) to incorporate an additional $45,200 grant received from OTS in July 2023. These funds were used to purchase safety equipment, such as bicycle helmets, and to support activities including bicycle and pedestrian rodeos and student assemblies.

In January 2024, the Department of Public Works (DPW) submitted a third grant application to OTS for additional funds to continue to support the SRTS Program. The application sought funding for activities and materials similar to those supported by the first two grant awards. On July 17, 2024, DPW received notification that the City was tentatively awarded a $69,050 grant from OTS.

The purpose of this report is to request Council authorization for the City Manager to execute the 2024 Grant Agreement with OTS (Grant Agreement) and Amendment No. 2 to the agreement with Safe Moves, Inc. Both documents must be executed prior to OTS' release of the grant funds.

DISCUSSION
As a condition of receiving the grant, the City is required to execute the Grant Agreement before OTS can approve the award of $69,050. The Grant Agreement stipulates that these funds must be expended between October 1, 2024 and September 30, 2025. Therefore, staff is requesting that Council authorize the City Manager to execute the Grant Agreement as the Authorizing Official on behalf of the City.

Additionally, staff is seeking authorization to execute Amendment No. 2 to the agreement with Safe Moves. Amendment No. 2 will allocate the full grant amount of $69,050 to the Safe Moves agreement, bringing the total not-to-exceed amount to $714,250. The funds will be used for the purchase of helmets and other safety equipment and to support additional programs, including student assemblies and bike rodeos.

ENVIRONMENTAL REVIEW

The action being considered does not constitute a “project” within the meaning of the California Environmental Quality Act (“CEQA”) pursuant to CEQA Guidelines section 15378(a) as it has no potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment.

FISCAL IMPACT

The recommended budget action recognizes OTS grant funding in the amount of $69,050 and allocates those funds to a new 2024 Santa Clara School Pedestrian and Bicycle Safety Project in the Streets and Highways Capital Fund. This project will provide funding for Amendment No. 2 with Safe Moves.

Amendment No. 2 with Safe Moves for the SRTS program will increase the current $645,200 agreement by $69,050 for a total not to exceed amount of $714,250.

The table below summarizes the budget action for FY 2024/25.

Budget Amendment
FY 2024/25

	Current	Increase/ (Decrease)	Revised
Streets and Highways Capital Fund			
Revenues			
Other Agencies Revenue	$27,692,361	$69,050	$27,761,411
Expenditures			
2024 Santa Clara School Pedestrian and Bicycle Safety Project (New Project)	$0	$69,050	$69,050

COORDINATION

This report has been coordinated with the City Manager’s Office, the Finance Department and the City Attorney’s Office.

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City’s official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City’s website and in the City Clerk’s Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk’s

Office at (408) 615-2220, email clerk@santaclaraca.gov <mailto:clerk@santaclaraca.gov> or at the public information desk at any City of Santa Clara public library.

RECOMMENDATION

1. Authorize the City Manager to execute and take all necessary steps to implement the Grant Agreement between the City of Santa Clara and the State of California Office of Traffic Safety in the amount of $69,050 for the Safe Routes to School Program, in a final form approved by the City Attorney;
2. Authorize the City Manager to execute Amendment No. 2 to the Agreement with Safe Moves, Inc. to increase the maximum compensation by $69,050 for a revised not-to-exceed amount of $714,250, to provide equipment and services in support of the Safe Routes to School Program, in a final form approved by the City Attorney;
3. Authorize the City Manager to make minor modifications to both agreements and to extend the terms, if needed, in a final form approved by the City Attorney; and
4. Approve the FY 2024/25 budget amendment in the Streets and Highways Capital Fund to increase the Other Agencies Revenue estimate by $69,050 to recognize grant funding for the OTS grant and establish the 2024 Santa Clara School Pedestrian and Bicycle Safety Project in the amount of $69,050 (five affirmative Council votes required to appropriate additional revenue) .

Reviewed by: Craig Mobeck, Director of Public Works
Approved by: Jovan D. Grogan, City Manager

ATTACHMENTS

1. 2024 Office of Traffic Safety Grant Agreement
2. Original Agreement with Safe Moves and Report to Council No. 22-1190
3. Amendment No. 1 to Agreement with Safe Moves and Report to Council No. 23-936
4. Amendment No. 2 to Agreement with Safe Moves

1. GRANT TITLE
Pedestrian and Bicycle Safety Program

2. NAME OF AGENCY
Santa Clara

3. Grant Period
From: 10/01/2024
To: 09/30/2025

4. AGENCY UNIT TO ADMINISTER GRANT
Santa Clara Public Works Department

5. GRANT DESCRIPTION
Best practice strategies will be conducted to reduce the number of persons killed and injured in crashes involving pedestrians and bicyclists. The funded strategies may include classroom education, bicycle rodeos, community events, presentations, and workshops. These countermeasures should be conducted in communities with high numbers of pedestrian and/or bicycle related crashes including underserved communities, older adults, and school-aged children. Coordinated efforts such as Safe Routes to School initiatives, Safe System Approach, and working with community based organizations are highly encouraged to prevent fatalities and injuries of vulnerable non-motorized road users.

6. Federal Funds Allocated Under This Agreement Shall Not Exceed: $69,050.00

7. TERMS AND CONDITIONS: The parties agree to comply with the terms and conditions of the following which are by this reference made a part of the Agreement:

- ≠ Schedule A – Problem Statement, Goals and Objectives and Method of Procedure
- ≠ Schedule B – Detailed Budget Estimate and Sub-Budget Estimate (if applicable)
- ≠ Schedule B-1 – Budget Narrative and Sub-Budget Narrative (if applicable)
- ≠ Exhibit A – Certifications and Assurances
- ≠ Exhibit B* – OTS Grant Program Manual
- ≠ Exhibit C – Grant Electronic Management System (GEMS) Access

*Items shown with an asterisk (*), are hereby incorporated by reference and made a part of this agreement as if attached hereto.

These documents can be viewed at the OTS home web page under Grants: www.ots.ca.gov.

We, the officials named below, hereby swear under penalty of perjury under the laws of the State of California that we are duly authorized to legally bind the Grant recipient to the above described Grant terms and conditions.
IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

8. Approval Signatures

A. GRANT DIRECTOR
NAME: Steve Chan
TITLE: Transportation Manager
EMAIL: schan@santaclaraca.gov
PHONE: (408) 615-3021
ADDRESS: 1500 Warburton Avenue
Santa Clara, CA 95050

(Signature) *(Date)*

B. AUTHORIZING OFFICIAL
NAME: Jõvan Grogan
TITLE: City Manager
EMAIL: manager@santaclaraca.gov
PHONE: (408) 615-2211
ADDRESS: 1500 Warburton Avenue
Santa Clara, CA 95050

(Signature) *(Date)*

C. FISCAL OFFICIAL
NAME: Kenn Lee
TITLE: Finance Director
EMAIL: klee@santaclaraca.gov
PHONE: (408) 615-2344
ADDRESS: 1500 Warburton Avenue
Santa Clara, CA 95050

(Signature) *(Date)*

D. AUTHORIZING OFFICIAL OF OFFICE OF TRAFFIC SAFETY
NAME: Barbara Rooney
TITLE: Director
EMAIL: barbara.rooney@ots.ca.gov
PHONE: (916) 509-3030
ADDRESS: 2208 Kausen Drive, Suite 300
Elk Grove, CA 95758

(Signature) *(Date)*

E. ACCOUNTING OFFICER OF OFFICE OF TRAFFIC SAFETY	9. **SAM INFORMATION**
NAME: Carolyn Vu ADDRESS: 2208 Kausen Drive, Suite 300 Elk Grove, CA 95758	SAM #: RK62GLSXRUK9 REGISTERED ADDRESS: 1500 Warburton Avenue CITY: Santa Clara ZIP+4: 95050-3713

10. PROJECTED EXPENDITURES

FUND	CFDA	ITEM/APPROPRIATION	F.Y.	CHAPTER	STATUTE	PROJECTED EXPENDITURES

	AGREEMENT TOTAL **$69,050.00**
	AMOUNT ENCUMBERED BY THIS DOCUMENT **$69,050.00**
I CERTIFY upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated above.	PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT **$ 0.00**
OTS ACCOUNTING OFFICER'S SIGNATURE / DATE SIGNED	TOTAL AMOUNT ENCUMBERED TO DATE **$69,050.00**

1. PROBLEM STATEMENT

The City of Santa Clara (population: 127,681) has over 20 public elementary and middle schools in the Santa Clara Unified School District serving 9,692 students. Currently the City is successfully running a Safe Routes to School program and wishes to expand the bike rodeo training and education effort. Most of the schools are located adjacent to collector or higher capacity roadways that requires added caution when students walk or bike to school. Several schools have contacted the City to incorporate pedestrian and bicycle safety upgrades on nearby roadways. Over the past three years (2021-2023), the City had 937 collisions in total, 124 bicycle-involved collisions (13%) and 187 pedestrian-involved collisions (20%). Of these bicycle and pedestrian collisions, unfortunately there were 143 injuries and 8 fatal collisions. Five pedestrians under 15 years old and seven bicyclists under 15 years old were injured.

The City has 29,591 residents or about 23% of the citywide population in underserved communities that have limited access to transportation, health, economy, equity, resilience, and environmental resources. One school within the underserved communities has submitted a petition from over 100 people to encourage the City to make bicycle and pedestrian safety improvements near the school. The OTS Grant will be used to conduct student assemblies and bike rodeos for safety education purposes and to purchase and distribute safety equipment at elementary and middle schools in Santa Clara. The student assemblies and bike rodeos in conjunction with other planned City projects will be used to address safety concerns with a goal of enhancing safety around the schools and increase the number of students walking and biking to school..

2. PERFORMANCE MEASURES

A. Goals:

1. Reduce the number of persons killed in traffic crashes.
2. Reduce the number of persons injured in traffic crashes.
3. Reduce the number of pedestrians killed in traffic crashes.
4. Reduce the number of pedestrians injured in traffic crashes.
5. Reduce the number of pedestrians killed under age 15 in traffic crashes.
6. Reduce the number of pedestrians injured under age 15 in traffic crashes.
7. Reduce the number of pedestrians killed over age 65 in traffic crashes.
8. Reduce the number of pedestrians injured over age 65 in traffic crashes.
9. Reduce the number of bicyclists killed in traffic crashes.
10. Reduce the number of bicyclists injured in traffic crashes.
11. Reduce the number of bicyclists under age 15 killed in traffic crashes.
12. Reduce the number of bicyclists under age 15 injured in traffic crashes.
13. Increase bicycle helmet usage.

B. Objectives:	Target Number
1. Issue a press release announcing the kick-off of the grant by November 15. The kick-off press releases and media advisories, alerts, and materials must be emailed to the OTS Public Information Officer at pio@ots.ca.gov, and copied to your OTS Coordinator, for approval 7 days prior to the issuance date of the release.	1
2. Participate in the following campaigns: National Walk to School Day, National Bicycle Safety Month, California's Pedestrian Safety Month and National Pedestrian Safety Month.	4
3. Conduct pedestrian and/or bicycle safety presentations.	75
4. Distribute pedestrian/bicycle safety items at no cost to youth or community members in need, during bicycle rodeos, presentations, workshops, trainings, and community events to increase safety and visibility. Report quarterly on pedestrian/bicycle safety items distributed.	1
5. Participate in Safe Routes to School coalition meetings.	3

6. Conduct pre and post-grant activities bicycle helmet usage surveys during the months of October (start of the grant) and September (end of the grant). A pre-survey will be required to determine the base year helmet use rate and a post-survey will be required to determine the operational rate. Upload completed survey to GEMS.	2
7. Conduct bicycle rodeos.	25
8. Distribute and properly fit bicycle helmets at no cost to community members in need, at bicycle rodeos, schools, workshops, and community events.	300
9. Purchase bicycle helmets.	300
10. Conduct bicycle helmet checks and make necessary adjustments at no cost for community members in need at schools and community events.	1
11. Execute subcontracts referenced in the budget. Prior to finalizing the subcontract, grantee should work with the OTS to ensure all costs in the sub contract are allowable. Upon execution of subcontract, upload a copy of the subcontract and request a revision to the grant budget to add new budget line items for associated costs under contractual services. If not yet executed, provide ETA.	1
12. Conduct bicycle helmet fitting and distribution events to fit pre-owned helmets and fit and distribute no-cost helmets to community members in need.	1
13. Conduct Bicycle Safety and Maintenance Workshops to teach community members how to repair and maintain their bicycles and provide them with traffic safety rules and best practices to promote safe travel.	

3. METHOD OF PROCEDURE

A. Phase 1 – Program Preparation (1st Quarter of Grant Year)

- ≠ Develop operational plans to implement the "best practice" strategies outlined in the objectives section.
- ≠ All training needed to implement the program should be conducted in the first quarter.
- ≠ All grant related purchases needed to implement the program should be made in the first quarter.

Media Requirements

- ≠ Issue a press release approved by the OTS PIO announcing the kick-off of the grant by November 15, but no sooner than October 1. The kick-off release must be approved by the OTS PIO and only distributed after the grant is fully signed and executed. If you are unable to meet the November 15 deadline to issue a kick-off press release, communicate reasons to your OTS grant coordinator and OTS PIO.

B. Phase 2 – Program Operations (Throughout Grant Year)

Media Requirements

The following requirements are for all grant-related activities:

- ≠ Send all media advisories, alerts, videos, graphics, artwork, posters, radio/PSA/video scripts, storyboards, digital and/or print educational materials for grant-related activities to the OTS PIO at pio@ots.ca.gov for approval and copy your OTS grant coordinator. Optimum lead time would be 7 days before the scheduled release but at least 3 business days prior to the scheduled release date for review and approval is appreciated.
- ≠ Send all Powerpoint presentations, online presentations and trainings for grant-related activities to the OTS PIO at pio@ots.ca.gov for approval and copy your OTS grant coordinator. Certified training courses are EXEMPT from the approval process.
- ≠ The OTS PIO is responsible for the approval of the design and content of materials. The agency understands OTS PIO approval is not authorizing approval of budget expenditure or cost. Any cost approvals must come from the OTS grant coordinator.
- ≠ Pre-approval is not required when using any OTS-supplied template for media advisories, press releases, social media graphics, videos or posts, or any other OTS-supplied educational material. However, copy the OTS PIO at pio@ots.ca.gov and your OTS grant coordinator when any material is distributed to the media and public, such as a press release, educational material, or link to social media post. The OTS-supplied kick-off press release templates and any kickoff

press releases are an exception to this policy and require prior approval before distribution to the media and public.

- ≠ If an OTS-supplied template, educational material, social media graphic, post or video is substantially changed, the changes shall be sent to the OTS PIO at pio@ots.ca.gov for approval and copy to your OTS grant coordinator. Optimum lead time would be 7 days prior to the scheduled release date, but at least 3 business days prior to the scheduled release date for review and approval is appreciated.
- ≠ Press releases, social media posts and alerts on platforms such as NextDoor and Nixle reporting immediate and time-sensitive grant activities (e.g. enforcement operations, day of event highlights or announcements, event invites) are exempt from the OTS PIO approval process. The OTS PIO and your OTS grant coordinator should still be notified when the grant-related activity is happening (e.g. car seat checks, bicycle rodeos, community presentations, DUI checkpoints, etc.).
- ≠ Enforcement activities such as warrant and probation sweeps, court stings, etc. that are embargoed or could impact operations by publicizing in advance are exempt from the PIO approval process. However, announcements and results of activities should still be copied to the OTS PIO at pio@ots.ca.gov and your OTS grant coordinator with embargoed date and time or with "INTERNAL ONLY: DO NOT RELEASE" message in subject line of email.
- ≠ Any earned or paid media campaigns for TV, radio, digital or social media that are part of a specific grant objective, using OTS grant funds, or designed and developed using contractual services by a subgrantee, requires prior approval. Please send to the OTS PIO at pio@ots.ca.gov for approval and copy your grant coordinator at least 3 business days prior to the scheduled release date.
- ≠ Social media posts highlighting state or national traffic safety campaigns (Distracted Driving Month, Motorcycle Safety Awareness Month, etc.), enforcement operations (DUI checkpoints, etc.), or any other grant-related activity such as Bicycle rodeos, presentations, or events, are highly encouraged but do not require prior approval.
- ≠ Submit a draft or rough-cut of all digital, printed, recorded or video material (brochures, posters, scripts, artwork, trailer graphics, digital graphics, social posts connected to an earned or paid media campaign grant objective) to the OTS PIO at pio@ots.ca.gov and copy your OTS grant coordinator for approval prior to the production or duplication.
- ≠ Use the following standard language in all press, media, and printed materials, space permitting: Funding for this program was provided by a grant from the California Office of Traffic Safety, through the National Highway Traffic Safety Administration.
- ≠ Space permitting, include the OTS logo on all grant-funded print materials, graphics and paid or earned social media campaign grant objective; consult your OTS grant coordinator for specifics, format-appropriate logos, or if space does not permit the use of the OTS logo.
- ≠ Email the OTS PIO at pio@ots.ca.gov and copy your OTS grant coordinator at least 21 days in advance, or when first confirmed, a short description of any significant grant-related traffic safety event or program, particularly events that are highly publicized beforehand with anticipated media coverage so OTS has sufficient notice to arrange for attendance and/or participation in the event. If unable to attend, email the OTS PIO and coordinator brief highlights and/or results, including any media coverage (broadcast, digital, print) of event within 7 days following significant grant-related event or program. Media and program highlights are to be reflected in QPRs.
- ≠ Any press releases, work plans, scripts, storyboards, artwork, graphics, videos or any educational or informational materials that received OTS PIO approval in a prior grant year needs to be resubmitted for approval in the current grant year.
- ≠ For additional guidance, refer to the OTS Grants Materials Approval Process Guidelines and OTS Grants Media Approval Process FAQs on the OTS website.
- ≠ Contact the OTS PIO or your OTS grant coordinator for consultation when changes from any of the above requirements might be warranted.

C. Phase 3 – Data Collection & Reporting (Throughout Grant Year)

1. Prepare and submit grant claim invoices (due January 30, April 30, July 30, and October 30)
2. Prepare and submit Quarterly Performance Reports (QPR) (due January 30, April 30, July 30, and October 30)

- ≠ Collect and report quarterly, appropriate data that supports the progress of goals and objectives.

- ≠ Provide a brief list of activity conducted, procurement of grant-funded items, and significant media activities. Include status of grant-funded personnel, status of contracts, challenges, or special accomplishments.
- ≠ Provide a brief summary of quarterly accomplishments and explanations for objectives not completed or plans for upcoming activities.
- ≠ Collect, analyze and report statistical data relating to the grant goals and objectives.

4. METHOD OF EVALUATION

Using the data compiled during the grant, the Grant Director will complete the "Final Evaluation" section in the fourth/final Quarterly Performance Report (QPR). The Final Evaluation should provide a brief summary of the grant's accomplishments, challenges and significant activities. This narrative should also include whether goals and objectives were met, exceeded, or an explanation of why objectives were not completed.

5. ADMINISTRATIVE SUPPORT

This program has full administrative support, and every effort will be made to continue the grant activities after grant conclusion.

FUND NUMBER	CATALOG NUMBER (CFDA)	FUND DESCRIPTION	TOTAL AMOUNT
402PS-25	20.600	State and Community Highway Safety	$69,050.00

COST CATEGORY	FUND NUMBER	UNIT COST OR RATE	UNITS	TOTAL COST TO GRANT
A. PERSONNEL COSTS				
Straight Time				$0.00
Overtime				$0.00
Category Sub-Total				$0.00
B. TRAVEL EXPENSES				
				$0.00
				$0.00
Category Sub-Total				$0.00
C. CONTRACTUAL SERVICES				
Pedestrian and Bicycle Traffic Safety Education Program - $69,050		$0.00	1	$0.00
Traffic Safety Student Assemblies	402PS-25	$200.00	75	$15,000.00
Bike Rodeos	402PS-25	$1,500.00	25	$37,500.00
Bicycle Rodeo Activity Supplies	402PS-25	$11,550.00	1	$11,550.00
Pedestrian/Bicycle Safety Items	402PS-25	$2,000.00	1	$2,000.00
Bicycle Helmets	402PS-25	$10.00	300	$3,000.00
Category Sub-Total				$69,050.00
D. EQUIPMENT				
				$0.00
Category Sub-Total				$0.00
E. OTHER DIRECT COSTS				
				$0.00
Category Sub-Total				$0.00
F. INDIRECT COSTS				
				$0.00
Category Sub-Total				$0.00
GRANT TOTAL				**$69,050.00**

BUDGET NARRATIVE
PERSONNEL COSTS -
TRAVEL EXPENSES -
CONTRACTUAL SERVICES Pedestrian and Bicycle Traffic Safety Education Program - $69,050 - Grantee will seek a contractor to assist with fulfilling the goals and objectives of this grant by conducting pedestrian and/or bicycle traffic safety education activities that may include presentations, on-foot safety trainings, bike rodeos, community bike rides, helmet fittings and outreach at community events. Other activities may be conducted if approved by OTS. Prior to finalizing the subcontract, grantee will work with the OTS to ensure all costs are allowable. Upon execution of subcontract, grantee will provide a copy to the OTS and will request a grant budget revision to include the detailed costs of the subcontract in the grant budget as a prerequisite for claiming these costs.
Traffic Safety Student Assemblies - Grantee will seek a contractor to assist with fulfilling the goals and objectives of this grant by conducting student assemblies that include elements of traffic safety and avoiding collisions. Other activities may be conducted if approved by OTS. Prior to finalizing the subcontract, grantee will work with the OTS to ensure all costs are allowable. Upon execution of subcontract, grantee will provide a copy to the OTS and will request a grant budget revision to include the detailed costs of the subcontract in the grant budget as a prerequisite for claiming these costs.
Bike Rodeos - Grantee will seek a contractor to assist with fulfilling the goals and objectives of this grant by conducting pedestrian and/or bicycle traffic safety education activities that may include presentations, on-foot safety trainings, bike rodeos, community bike rides, helmet fittings and distributions, bike repair workshops, and outreach at community events. Other activities may be conducted if approved by OTS. Prior to finalizing the subcontract, grantee will work with the OTS to ensure all costs are allowable. Upon execution of subcontract, grantee will provide a copy to the OTS and will request a grant budget revision to include the detailed costs of the subcontract in the grant budget as a prerequisite for claiming these costs.
Bicycle Rodeo Activity Supplies - On-scene supplies to conduct pedestrian and bicycle safety activities such as but not limited to bike rodeos, community bike rides, walking field trips, and walking school buses. Costs may include bullhorns, whistles, reflective safety vests, cones, pop-up tents, chalk, event signage, bikes, training wheels, and items to repair and maintain bikes such as tires, tubes, brakes, handle grips, tire pumps, tire patch kits and chain oil. Additional items may be purchased if approved by OTS.
Pedestrian/Bicycle Safety Items - Cost may include bicycle headlights/taillights, reflectors, and reflective items such as arm and leg bands, tape, or zipper pulls; to be distributed at no cost during bicycle rodeos, on-foot pedestrian trainings, presentations, workshops, community events and other pedestrian or bicycle traffic safety related events to increase safety and visibility. Additional items may be purchased if approved by OTS.
Bicycle Helmets - Helmets to be distributed at no cost during bicycle rodeos and other bicycle safety related events. Cost per helmet not to exceed an average price of $15, including shipping, handling and tax. More expensive helmets may be purchased if approved by OTS.
EQUIPMENT -
OTHER DIRECT COSTS -
INDIRECT COSTS -
STATEMENTS/DISCLAIMERS

There will be no program income generated from this grant.

Certifications and Assurances for Fiscal Year 2024 Highway Safety Grants (23 U.S.C. Chapter 4 or Section 1906, Public Law 109-59, as amended by Section 25024, Public Law 117-58)

The officials named on the grant agreement, certify by way of signature on the grant agreement signature page, that the Grantee Agency complies with all applicable Federal statutes, regulations, and directives and State rules, guidelines, policies, and laws in effect with respect to the periods for which it receives grant funding. Applicable provisions include, but are not limited to, the following:

GENERAL REQUIREMENTS
The State will comply with applicable statutes and regulations, including but not limited to:

- 23 U.S.C. Chapter 4—Highway Safety Act of 1966, as amended;
- Sec. 1906, Public Law 109-59, as amended by Sec. 25024, Public Law 117-58;
- 23 CFR part 1300—Uniform Procedures for State Highway Safety Grant Programs;
- 2 CFR part 200—Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
- 2 CFR part 1201—Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

NONDISCRIMINATION
(applies to all subrecipients as well as States)
The State highway safety agency [and its subrecipients] will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- *Title VI of the Civil Rights Act of 1964* (42 U.S.C. 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- *49 CFR part 21* (entitled *Non-discrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964*);
- *28 CFR 50.3* (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);
- *The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970,* (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- *Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), and Title IX of the Education Amendments of 1972,* as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- *Section 504 of the Rehabilitation Act of 1973,* (29 U.S.C. 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- *The Age Discrimination Act of 1975,* as amended, (42 U.S.C. 6101 *et seq.*), (prohibits discrimination on the basis of age);
- *The Civil Rights Restoration Act of 1987*, (Pub. L. 100-209), (broadens scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- *Titles II and III of the Americans with Disabilities Act* (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
- *Executive Order 12898*, *Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations* (preventing discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- *Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency* (requiring that recipients of Federal financial assistance provide meaningful access for applicants and beneficiaries who have limited English proficiency (LEP));
- *Executive Order 13985, Advancing Racial Equity and Support for Underserved Communities through the Federal Government (*advancing equity across the Federal Government); and
- *Executive Order 13988, Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation* (clarifying that sex discrimination includes discrimination on the grounds of gender identity or sexual orientation).

The preceding statutory and regulatory cites hereinafter are referred to as the “Acts” and “Regulations,” respectively.

GENERAL ASSURANCES

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

“No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which the Recipient receives Federal financial assistance from DOT, including NHTSA.”

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI of the Civil Rights Act of 1964 and other non-discrimination requirements (the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these nondiscrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

SPECIFIC ASSURANCES
More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted Highway Safety Grant Program:

1. The Recipient agrees that each “activity,” “facility,” or “program,” as defined in § 21.23(b) and (e) of 49 CFR part 21 will be (with regard to an “activity”) facilitated, or will be (with regard to a “facility”) operated, or will be (with regard to a “program”) conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all Highway Safety Grant Programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source: *“The [name of Recipient], in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”*
3. The Recipient will insert the clauses of appendix A and E of this Assurance (also referred to as DOT Order 1050.2A) in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of appendix B of DOT Order 1050.2A, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in appendix C and appendix D of this DOT Order 1050.2A, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
    a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
    b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
    a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
    b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub- grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the State highway safety agency also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing NHTSA's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by NHTSA. You must keep records, reports, and submit the material for review upon request to NHTSA, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The State highway safety agency gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the Highway Safety Grant Program. This ASSURANCE is binding on the State highway safety agency, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the Highway Safety Grant Program. The person(s) signing below is/are authorized to sign this ASSURANCE on behalf of the Recipient.

THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)

The Subgrantee will provide a drug-free workplace by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace, and specifying the actions that will be taken against employees for violation of such prohibition;
b. Establishing a drug-free awareness program to inform employees about:
    1. The dangers of drug abuse in the workplace;
    2. The grantee's policy of maintaining a drug-free workplace;
    3. Any available drug counseling, rehabilitation, and employee assistance programs;
    4. The penalties that may be imposed upon employees for drug violations occurring in the workplace;
    5. Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
c. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
    1. Abide by the terms of the statement;
    2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
d. Notifying the agency within ten days after receiving notice under subparagraph (c)(2) from an employee or otherwise receiving actual notice of such conviction;
e. Taking one of the following actions, within 30 days of receiving notice under subparagraph (c)(2), with respect to any employee who is so convicted—
    1. Taking appropriate personnel action against such an employee, up to and including termination;
    2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
f. Making a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

POLITICAL ACTIVITY (HATCH ACT)
(applies to all subrecipients as well as States)

The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

CERTIFICATION REGARDING FEDERAL LOBBYING
(applies to all subrecipients as well as States)

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

   This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

RESTRICTION ON STATE LOBBYING
(applies to subrecipients as well as States)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION
(applies to all subrecipients as well as States)

INSTRUCTIONS FOR PRIMARY TIER PARTICIPANT CERTIFICATION (STATES)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms **covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded,** as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or

otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (https://www.sam.gov/).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate the transaction for cause or default.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS—PRIMARY TIER COVERED TRANSACTIONS

1. The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:
    a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
    b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
    d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

INSTRUCTIONS FOR LOWER TIER PARTICIPANT CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms **covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded,** as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled “Instructions for Lower Tier Participant Certification” including the “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or

otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (*https://www.sam.gov/*).

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION—LOWER TIER COVERED TRANSACTIONS

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

BUY AMERICA
(applies to subrecipients as well as States)

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

CERTIFICATION ON CONFLICT OF INTEREST
(applies to subrecipients as well as States)

GENERAL REQUIREMENTS

No employee, officer, or agent of a State or its subrecipient who is authorized in an official capacity to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting, or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly or indirectly, any financial or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in or a tangible personal benefit from an entity considered for a subaward. Based on this policy:

1. The recipient shall maintain a written code or standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents.
    a. The code or standards shall provide that the recipient's officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential subawardees, including contractors or parties to subcontracts.
    b. The code or standards shall establish penalties, sanctions, or other disciplinary actions for violations, as permitted by State or local law or regulations.
2. The recipient shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

DISCLOSURE REQUIREMENTS

No State or its subrecipient, including its officers, employees, or agents, shall perform or continue to perform under a grant or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities. Based on this policy:

1. The recipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to NHTSA. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.
2. NHTSA will review the disclosure and may require additional relevant information from the recipient. If a conflict of interest is found to exist, NHTSA may (a) terminate the award, or (b) determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.
3. Conflicts of interest that require disclosure include all past, present, or currently planned organizational, financial, contractual, or other interest(s) with an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, and which are related to this award. The interest(s) that require disclosure include those of any recipient, affiliate, proposed consultant, proposed subcontractor, and key personnel of any of the above. Past interest shall be limited to within one year of the date of award. Key personnel shall include any person owning more than a 20 percent interest in a recipient, and the officers, employees or agents of a recipient who are responsible for making a decision or taking an action under an award where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE
(applies to all subrecipients as well as States)

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

POLICY ON SEAT BELT USE

In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the Grantee is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information and resources on traffic safety programs and policies for employers, please contact the Network of Employers for Traffic Safety (NETS), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. You can download information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives at www.trafficsafety.org. The NHTSA website (www.nhtsa.gov) also provides information on statistics, campaigns, and program evaluations and references.

POLICY ON BANNING TEXT MESSAGING WHILE DRIVING

In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned vehicles when on official Government business or when performing any work on or behalf of the Government. States are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

AGREEMENT FOR SERVICES BETWEEN THE CITY OF SANTA CLARA, CALIFORNIA, AND SAFE MOVES, INC.

PREAMBLE

This Agreement is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Safe Moves, Inc., a California corporation, (Consultant). City and Consultant may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

A. City desires to secure the services more fully described in this Agreement, at Exhibit A, entitled "Scope of Services";

B. Consultant represents that it, and its subconsultants, if any, have the professional qualifications, expertise, necessary licenses and desire to provide certain goods and/or required services of the quality and type which meet objectives and requirements of City; and,

C. The Parties have specified herein the terms and conditions under which such services will be provided and paid for.

The Parties agree as follows:

AGREEMENT TERMS AND CONDITIONS

1. AGREEMENT DOCUMENTS

The documents forming the entire Agreement between City and Consultant shall consist of these Terms and Conditions and the following Exhibits, which are hereby incorporated into this Agreement by this reference:

Exhibit A – Scope of Services

Exhibit B1 – Schedule of Fees

Exhibit B2 – Fees by Task and Year

Exhibit C – Insurance Requirements

Exhibit D – Notice of Exercise of Option to Extend Agreement

This Agreement, including the Exhibits set forth above, contains all the agreements, representations and understandings of the Parties, and supersedes and replaces any previous agreements, representations and understandings, whether oral or written. In the event of any inconsistency between the provisions of any of the Exhibits and the Terms and Conditions, the Terms and Conditions shall govern and control.

2. TERM OF AGREEMENT

A. Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on November 16, 2022 and terminate on November 30, 2025.

B. After the Initial Term, the City reserves the right, at its sole discretion, to extend the term of this Agreement for up to one (1) additional one-year term through November 30, 2026 ("Option Period"), subject to the appropriation of funds. See Exhibit D for Notice of Exercise to Option to Extend Agreement Form.

3. SCOPE OF SERVICES & PERFORMANCE SCHEDULE

Consultant shall perform those Services specified in Exhibit A within the time stated in Exhibit A. Time is of the essence.

4. WARRANTY

Consultant expressly warrants that all materials and services covered by this Agreement shall be fit for the purpose intended, shall be free from defect and shall conform to the specifications, requirements and instructions upon which this Agreement is based. Consultant agrees to promptly replace or correct any incomplete, inaccurate or defective Services at no further cost to City when defects are due to the negligence, errors or omissions of Consultant. If Consultant fails to promptly correct or replace materials or services, City may make corrections or replace materials or services and charge Consultant for the cost incurred by City.

5. QUALIFICATIONS OF CONSULTANT - STANDARD OF CARE

Consultant represents and maintains that it has the expertise in the professional calling necessary to perform the Services, and its duties and obligations, expressed and implied, contained herein, and City expressly relies upon Consultant's representations regarding its skills and knowledge. Consultant shall perform such Services and duties in conformance to and consistent with the professional standards of a specialist in the same discipline in the State of California.

6. COMPENSATION AND PAYMENT

In consideration for Consultant's complete performance of Services, City shall pay Consultant for all materials provided and Services rendered by Consultant in accordance with Exhibit B1, entitled "SCHEDULE OF FEES." The maximum compensation of this Agreement is **Six Hundred Thousand Dollars ($600,000)**, subject to budget appropriations, which includes all payments that may be authorized for Services and for expenses, supplies, materials and equipment required to perform the Services. All work performed or materials provided in excess of the maximum compensation shall be at Consultant's expense. Consultant shall not be entitled to any payment above the maximum compensation under any circumstance.

7. TERMINATION

A. Termination for Convenience. City shall have the right to terminate this Agreement, without cause or penalty, by giving not less than Thirty (30) days' prior written notice to Consultant.

B. Termination for Default. If Consultant fails to perform any of its material obligations under this Agreement, in addition to all other remedies provided by law, City may terminate this Agreement immediately upon written notice to Consultant.

C. Upon termination, each Party shall assist the other in arranging an orderly transfer and close-out of services. As soon as possible following the notice of termination, but no later than ten (10) days after the notice of termination, Consultant will deliver to City all City information or material that Consultant has in its possession.

8. ASSIGNMENT AND SUBCONTRACTING

City and Consultant bind themselves, their successors and assigns to all covenants of this Agreement. This Agreement shall not be assigned or transferred without the prior written approval of City. Consultant shall not hire subconsultants without express written permission from City.

Consultant shall be as fully responsible to City for the acts and omissions of its subconsultants, and of persons either directly or indirectly employed by them, as Consultant is for the acts and omissions of persons directly employed by it.

9. NO THIRD PARTY BENEFICIARY

This Agreement shall not be construed to be an agreement for the benefit of any third party or parties and no third party or parties shall have any claim or right of action under this Agreement for any cause whatsoever.

10. INDEPENDENT CONSULTANT

Consultant and all person(s) employed by or contracted with Consultant to furnish labor and/or materials under this Agreement are independent Consultants and do not act as agent(s) or employee(s) of City. Consultant has full rights to manage its employees in their performance of Services under this Agreement.

11. CONFIDENTIALITY OF MATERIAL

All ideas, memoranda, specifications, plans, manufacturing procedures, data, drawings, descriptions, documents, discussions or other information developed or received by or for Consultant and all other written information submitted to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant and shall not, without the prior written consent of City, be used for any purposes other than the performance of the Services nor be disclosed to an entity not connected with performance of the Services. Nothing furnished to Consultant which is otherwise known to Consultant or becomes generally known to the related industry shall be deemed confidential.

12. OWNERSHIP OF MATERIAL

All material, which shall include, but not be limited to, data, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports, designs, technology, programming, works of authorship and other material developed, collected, prepared or caused to be prepared under this Agreement shall be the property of City but Consultant may retain and use copies thereof. City shall not be limited in any way or at any time in its use of said material. However, Consultant shall not be responsible for damages resulting from the use of said material for work other than Project, including, but not limited to, the release of this material to third parties.

13. RIGHT OF CITY TO INSPECT RECORDS OF CONSULTANT

City, through its authorized employees, representatives or agents shall have the right during the term of this Agreement and for four (4) years from the date of final payment for goods or services provided under this Agreement, to audit the books and records of Consultant for the purpose of verifying any and all charges made by Consultant in connection with Consultant compensation under this Agreement, including termination of Consultant. Consultant agrees to maintain sufficient books and records in accordance with generally accepted accounting principles to establish the correctness of all charges submitted to City. Any expenses not so recorded shall be disallowed by City. Consultant shall bear the cost of the audit if the audit determines that there has been a substantial billing deviation in excess of five (5) percent adverse to the City.

Consultant shall submit to City any and all reports concerning its performance under this Agreement that may be requested by City in writing. Consultant

agrees to assist City in meeting City's reporting requirements to the State and other agencies with respect to Consultant's Services hereunder.

14. HOLD HARMLESS/INDEMNIFICATION

A. To the extent permitted by law, Consultant agrees to protect, defend, hold harmless and indemnify City, its City Council, commissions, officers, employees, volunteers and agents from and against any claim, injury, liability, loss, cost, and/or expense or damage, including all costs and attorney's fees in providing a defense to any such claim or other action, and whether sounding in law, contract, tort, or equity, in any manner arising from, or alleged to arise in whole or in part from, or in any way connected with the Services performed by Consultant pursuant to this Agreement – including claims of any kind by Consultant's employees or persons contracting with Consultant to perform any portion of the Scope of Services – and shall expressly include passive or active negligence by City connected with the Services. However, the obligation to indemnify shall not apply if such liability is ultimately adjudicated to have arisen through the sole active negligence or sole willful misconduct of City; the obligation to defend is not similarly limited.

B. Consultant's obligation to protect, defend, indemnify, and hold harmless in full City and City's employees, shall specifically extend to any and all employment-related claims of any type brought by employees, Consultants, subconsultants or other agents of Consultant, against City (either alone, or jointly with Consultant), regardless of venue/jurisdiction in which the claim is brought and the manner of relief sought.

C. To the extent Consultant is obligated to provide health insurance coverage to its employees pursuant to the Affordable Care Act ("Act") and/or any other similar federal or state law, Consultant warrants that it is meeting its obligations under the Act and will fully indemnify and hold harmless City for any penalties, fines, adverse rulings, or tax payments associated with Consultant's responsibilities under the Act.

15. INSURANCE REQUIREMENTS

During the term of this Agreement, and for any time period set forth in Exhibit C, Consultant shall provide and maintain in full force and effect, at no cost to City, insurance policies as set forth in Exhibit C.

16. WAIVER

Consultant agrees that waiver by City of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement. Neither City's review, acceptance nor payments for any of the Services required under this Agreement

shall be constructed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

17. NOTICES

All notices to the Parties shall, unless otherwise requested in writing, be sent to City addressed as follows:

City of Santa Clara
Attention: Department of Public Works, Carol Shariat
1500 Warburton Avenue
Santa Clara, CA 95050
and by e-mail at cshariat@santaclaraca.gov

And to Consultant addressed as follows:

Pat Hines
Safe Moves
15500 Erwin Street #2457
Van Nuys, CA 91411
and by e-mail at phinesafety@aol.com

The workday the e-mail was sent shall control the date notice was deemed given. An e-mail transmitted after 1:00 p.m. on a Friday shall be deemed to have been transmitted on the following business day.

18. COMPLIANCE WITH LAWS

Consultant shall comply with all applicable laws and regulations of the federal, state and local government, including but not limited to "The Code of the City of Santa Clara, California" ("SCCC"). In particular, Consultant's attention is called to the regulations regarding Campaign Contributions (SCCC Chapter 2.130), Lobbying (SCCC Chapter 2.155), Minimum Wage (SCCC Chapter 3.20), Business Tax Certificate (SCCC section 3.40.060), and Food and Beverage Service Worker Retention (SCCC Chapter 9.60), as such Chapters or Sections may be amended from time to time or renumbered. Additionally Consultant has read and agrees to comply with City's Ethical Standards (http://santaclaraca.gov/home/showdocument?id=58299).

19. CONFLICTS OF INTEREST

Consultant certifies that to the best of its knowledge, no City officer, employee or authorized representative has any financial interest in the business of Consultant and that no person associated with Consultant has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement. Consultant is familiar with the provisions of California Government Code section 87100 and

following, and certifies that it does not know of any facts which would violate these code provisions. Consultant will advise City if a conflict arises.

20. FAIR EMPLOYMENT

Consultant shall not discriminate against any employee or applicant for employment because of race, sex, color, religion, religious creed, national origin, ancestry, age, gender, marital status, physical disability, mental disability, medical condition, genetic information, sexual orientation, gender expression, gender identity, military and veteran status, or ethnic background, in violation of federal, state or local law.

21. NO USE OF CITY NAME OR EMBLEM

Consultant shall not use City's name, insignia, or emblem, or distribute any information related to services under this Agreement in any magazine, trade paper, newspaper or other medium without express written consent of City.

22. GOVERNING LAW AND VENUE

This Agreement shall be governed and construed in accordance with the statutes and laws of the State of California. The venue of any suit filed by either Party shall be vested in the state courts of the County of Santa Clara, or if appropriate, in the United States District Court, Northern District of California, San Jose, California.

23. SEVERABILITY CLAUSE

In case any one or more of the provisions in this Agreement shall, for any reason, be held invalid, illegal or unenforceable in any respect, it shall not affect the validity of the other provisions, which shall remain in full force and effect.

24. AMENDMENTS

This Agreement may only be modified by a written amendment duly authorized and executed by the Parties to this Agreement.

25. COUNTERPARTS

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

The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form:

Office of the City Attorney
City of Santa Clara

Dated: 11/21/2022

for Rajeev Batra
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

SAFE MOVES, INC.
a California corporation

Dated: 11/10/2022

By (Signature): Pat Hines

Name: Pat Hines

Title: Founder/Executive Director

Principal Place of Business Address: 15500 Erwin Street, #2457 Van Nuys, CA 91411

Email Address: phinesafety@aol.com

Telephone: (408) 374-8991

Fax: N/A

"CONSULTANT"

EXHIBIT A
SCOPE OF SERVICES

This Scope of Services defines the services and responsibilities of Consultant to provide professional services continuation of the City's Safe Routes to School program.

In addition to this Exhibit A, the Consultant's proposal in response to SOQ #22-23-10 dated August 12, 2022 and Consultant's Best and Final Offer dated September 2, 2022 provide context, supplemental information, and are incorporated by reference to the extent not inconsistent with the Agreement.

1. GENERAL

1.1. Consultant will provide professional services to implement Phase 3 of the City's Safe Routes to School (SRTS) program which encourages students to walk, bike, or scooter to and from school. Services will include education, encouragement, and evaluation aspects of the SRTS program. During Phase 3, additional schools will be added to the program and maps will be updated.

1.2. For Phase 3, the Consultant will provide services to expand the number of schools from the Santa Clara Unified School District (School District) participating in the City's existing program from twelve to seventeen. Services provided by Consultant will include developing SRTS maps, updating existing SRTS maps, outreach to schools, parents, Parent Teacher Associations (PTAs), neighbors, and students, and before and after surveys.

2. SCHOOLS

2.1. Phase 3 of the SRTS program will include the 12 schools already participating, plus five (5) additional schools as indicated in the table below. Phase 3 will continue through June 30, 2025.

Participating Schools in the SRTS Program	
Bowers Elementary	Hughes Elementary
Bracher Elementary	Montague Elementary
Briarwood Elementary	Scott Lane Elementary
Cabrillo Middle School	Sutter Elementary
Don Callejon (K-8)	Washington Elementary
Haman Elementary	Westwood Elementary
Additional Schools to Add to the SRTS Program	
Buchser Middle School	Milliken Elementary
Central Park Elementary	Pomeroy Elementary
Laurelwood Elementary	

2.2. In addition, Consultant shall review and be familiar with the following documents for successful completion of this project:

2.2.1. Pedestrian Master Plan - https://www.santaclaraca.gov/our-city/departments-g-z/public-works/engineering/traffic-engineering/pedestrian-master-plan
2.2.2. Bicycle Master Plan - https://www.santaclaraca.gov/our-city/departments-g-z/public-works/engineering/traffic-engineering/bicycle-master-plan-update-2018.
2.2.3. Safe Routes to School Phase 1 Final Report – City will provide
2.2.4. Safe Routes to School Phase 2 Final Report – City will provide

3. TASKS

3.1. The Consultant's general scope of work includes the implementation of the City's SRTS program; organize, facilitate, promote events and activities relating to the program and facilitate and document before and after surveys. The program must include the training of teachers/PTA/volunteers to continue the program beyond this third phase of the project.

3.2. TASK 1: PROJECT INITIATION/MANAGEMENT

Task 1.1 Project Kick-off Meeting:

3.2.1. Upon receipt of a written "Authorization to Procced" from the City, the City will hold a kick-off meeting with the Consultant team to review project scope, data requests, progress reports, deliverables, and timeline. City staff requires three (3) weeks for review and comment on administrative draft deliverables.

3.2.2. Consultant will provide an agenda for the project kick-off meeting with action items for review, and upon approval, distribute the final agenda.

3.2.3. Consultant will produce a short, informative PowerPoint to outline the work plan and strategies to be used to accomplish the project goals and objectives.

3.2.4. Consultant will provide a draft of the post-meeting notes, with action items, no later than seventy-two (72) hours after the meeting. A final draft will be provided within forty-eight (48) hours after receiving feedback from City project Manager.

Task 1.2 Staff Coordination with Consultant:

3.2.5. Biweekly face-to-face or conference call project team meetings with Consultant will be held to ensure good communication on upcoming tasks and to make sure the project remains on time and within budget.

Task 1.3 Project Invoicing:

3.2.6. Consultant will prepare monthly invoices broken down by tasks with project reports that will be a concise summary status of activities and deliverables.

3.2.7. Monthly project report will document the program highlights, program activities, schedules of upcoming activities, certification forms documenting activities, meeting agendas and summary notes, photos/videos, copies of all collateral materials and copies of print and electronic media.

3.2.8. Monthly progress reports and invoices will be sent by the Consultant to the City Project Manager.

Task 1 Deliverables:

Task	Deliverable
1.1	Meeting agenda and minutes
1.2	Biweekly meeting agenda, minutes, and action items
1.3	Monthly progress reports and invoices

3.3. TASK 2: OUTREACH

Task 2.1 Website, Voicemail, and Email:

3.3.1. Website Production and Monitoring: Consultant will produce and monitor website and social media platform such as Facebook, Twitter, Instagram, Pinterest, YouTube and Vine. Consultant will:

3.3.1.1. Prepare an outline for relevant and timely social media updates and schedule of suggested social media posts, in coordination with the City Project Manager and Santa Clara Unified School District

3.3.1.2. Create social media platforms with unique names and hashtags for the campaign (for example, @SantaClara SRTS, #SantaClaraSRTS) and encourage followers to use the hashtags when sharing campaign messages.

3.3.1.3. Work with the City Project Manager to develop an editorial calendar to be posted on the City and School websites that will outline topics to be covered throughout the project term.

3.3.1.4. Will develop content for a quarterly electronic newsletter to be posted on school and City websites.

3.3.2. The goals of the website and social media are to:

3.3.2.1. Generate content to develop an online community with parents, teachers, school administrators, and neighboring residents and business

3.3.2.2. Generate participation of SRTS Pop-Up events

3.3.2.3. Calendar listing of school events

3.3.2.4. Encourage active transportation options

3.3.2.5. Provide an online open forum for conversation

3.3.2.6. Increase awareness of bicycle and pedestrian safety

3.3.3. Consultant will create a project phone number/hotline and email address for the public to leave comments regarding the project.

3.3.3.1. Consultant will monitor the phone line daily, and all calls will be answered within 48 hours. A summary of calls and comments will be included in the monthly reports.

3.3.3.2. Consultant will monitor emails and all emails will be answered within 48 hours.

Task 2.2 Event Advertisement:

3.3.4. Consultant will provide advertising material to promote events documented in Task 3 and 4 to students, parents, school staff and other stakeholders. Advertising material can include items such as flyers (digital), posters, press release for SRTS kick-off event, text for both school and City websites and principal emails. All text on flyers, posters, and school websites related to all the events/activities must be approved by School District before distribution.

3.3.5. As described in Tasks 3 and 4, the Consultant will conduct a total of 237 events/workshops over the three (3) year program period. The Consultant will prepare 237 digital flyers (one flyer for each event) to be posted on the Peachjar website/platform.

3.3.5.1. Press release/advertisement/text will need to be developed for all 237 events that will be posted on both the City's project website page and each school's webpage. Finally, a total of 1,422 posters (6 posters for each event) shall be prepared to be displayed on each school campus.

3.3.6. Below are the deliverables for Task 2.

Task	Deliverable
2.1	Project website, promotion materials
2.2	237 digital flyers 1,422 Posters

Task	Deliverable
	Press release/advertisement text all 237 events to be placed on all 17 school's webpages and City's website.

3.4. TASK 3: EDUCATION

Task 3.1 Safe Routes to School Maps:

3.4.1. Consultant will conduct a walk audit within a half-mile of Washington Elementary which was included in Phase 2 of the program, along with Laurelwood Elementary and Milliken Elementary schools which are included in this Phase 3 of the program, to determine the best walking and biking routes to the school. Based on the walk audit along with 5-year collision history and crime statistics, the Consultant shall develop a SRTS walking/biking map for both elementary schools. The map must show locations of stop sign and traffic signal controlled intersections, marked crosswalks, crossing guards, all existing signs and marking, and other features that would concert study safety when walking/biking to school. An electronic copy of the map will be provided to the schools.

3.4.2. Consultant will identify infrastructure deficiencies such as sidewalks, crosswalk treatments, signing and striping upgrades, signalization modification, and other physical improvements. An infrastructure deficiency inventory list and maps showing the location of the improvements for all three schools listed above, along with engineering cost estimates for the improvements shall be provided to the City.

3.4.3. Consultant will review all SRTS maps already produced for 14 schools and develop maps for Laurelwood Elementary, Milliken Elementary and Washington Elementary. Consultant will update the maps to reflect existing conditions and to modify SRTS maps if safer biking/walking routes are found. Consultant will also take into consideration the most recent five-year collision data and crime statistics while updating all the existing maps. An electronic copy of the updated maps will be provided to each of the schools.

Task 3.2 Bicycle and Pedestrian Student Skills Training Rodeos

3.4.4. Consultant will teach students how to safely bike, walk, or scooter to school while following all traffic laws. Consultant will conduct 51 bicycle and pedestrian student skills training called rodeos (one rodeo each year at each of the 17 schools specified in Section 2.1 herein) over the three-year program. The rodeos must be completed for each class and one grade at a time to accommodate the learning abilities of all the different ages of students. The Consultant will be at one school for eight hours for maximum efficiency to train all the students at each

school. A total of 51 bicycle and pedestrian student skills training courses will occur over the course of the three-year program.

3.4.5. Consultant will create a rodeo toolkit that can be used for the bicycle and pedestrian student skills training courses described above. This toolkit can then be used at all of schools every year of the program.

Task 3.3 Parent/Teacher/Coordinator Training Workshops

3.4.6. Consultant shall conduct 17 parent, teacher, and coordinator training workshops on how to continue the SRTS program after the completion of Phase 3. The workshops shall be conducted at each of the 17 schools during the three-year term of the program.

3.4.7. The workshop will include the following components:

- 3.4.7.1. The need, approach and benefits of bicycle and pedestrian safety education
- 3.4.7.2. Responsibilities of the SRTS volunteer (qualifications, screening, time commitment)
- 3.4.7.3. Teaching skills (Do's and Don'ts)
- 3.4.7.4. Understanding children's behaviors
- 3.4.7.5. Program Evaluation
- 3.4.7.6. Training techniques for bicycle and pedestrian safety
- 3.4.7.7. How to fit and adjust bicycles helmets
- 3.4.7.8. Bicycle Maintenance
- 3.4.7.9. Distribution of Handbook

3.4.8. A SRTS Toolkit that was developed in the last phase of the program will be used to train all those that may be involved in continuing the SRTS program. The Consultant will review the SRTS Toolkit and revise if necessary. The Toolkit will be used at the training workshops. Consultant will convert the SRTS toolkit to an on-line learning platform.

3.4.9. In addition to the basic tasks to sustaining the SRTS program, participants will be taught:

- 3.4.9.1. How to use the Safe Routes Toolkit
- 3.4.9.2. Safe places to ride and walk
- 3.4.9.3. Unsafe places to ride and walk
- 3.4.9.4. Explanation of traffic signs and signals
- 3.4.9.5. Rights and responsibilities of bicyclists and pedestrians
- 3.4.9.6. Helmet use (proper fit and adjustment)

3.4.9.7. Recognition and avoidance of common bicycle and pedestrian collisions

3.4.9.8. Explanation and demonstration of the role of crossing guards

3.4.9.9. Explanation/simulation of traffic environment (infrastructure)

3.4.9.10. Understanding of driver, bicyclist, and pedestrian behaviors

3.4.9.11. School transportation/traffic policies (pick-up and drop-off procedures)

3.4.9.12. Explanation of the school routes/neighborhood maps

3.4.9.13. Effects of bicycling and walking for a cleaner environment

3.4.9.14. Identification and avoidance of hot spots (crime, bullies, hazards, corners & crosswalks, truck traffic)

3.4.9.15. Explanation and promotion of Walking School Buses, Bicycle Trains, and scheduled encouragement programs

3.4.10. Below are the deliverables for Task 3.

Task	Deliverables
3.1	Draft Safe Routes to School Maps (17) Final Safe Routes to School Maps (17) Draft Infrastructure Deficiency List, Map, and Cost Estimates (3 schools) Final Infrastructure Deficiency List, Map, and Cost Estimates (3 schools)
3.2	Bicycle and Pedestrian Rodeos (51 events) Summary of Conducted Rodeos, including pictures (51 workshops) Rodeo Toolkit (1)
3.3	Parent/teacher/coordinator training workshops (17 workshops) Summary of Conducted Workshops, including pictures (17 workshops) Electronic copy of the revised Draft Safe Routes to School Toolkit Electronic copy of the revised Final Safe Routes to School Toolkit

3.5. TASK 4: ENCOURAGEMENT

Task 4.1 Kick-off Event

3.5.1. Consultant will conduct one SRTS kick-off event which will be conducted at one of the new participating schools. Consultant will coordinate with the School District to decide which school will host the kick-off event. Attendees at the event can include the Mayor, Councilmembers, motorcycle or bicycle Police Officers, Sharkie or 49ers mascot, etc. A press release will be conducted related to the event as well.

Task 4.2 Pop-Up Events

3.5.2. Consultant will conduct 15 SRTS pop-up events (five events per year). The pop-up events are recommended to be booths at City community events such as the Art &Wine Festival, Earth Day, Health Fair, and Back-to-school night. Walking and biking incentives can be given out at these events such as helmets, safety lights, and pedometers.

Task 4.3 Encouragement Events

3.5.3. Consultant will conduct 153 total events (three events each year at each of the 17 schools) over the three-year program. The events will promote and encourage walking and bicycling to school and can include helmet decorating contests, "walk and roll" Fridays, helmet fitting events, walking school buses, and bicycle trains. The walking school buses and bicycle trains will coincide with October's Walk to School Day and May's Bike to School Day, respectively. Consultant will set up a meeting between the school principals, school district representatives, and City representatives to plan all events/activities.

3.5.4. The City received a California Office of Traffic Safety grant where a portion of the grant must be used to purchase helmets. Consultant must purchase $5000 worth of helmets to give away at any of the education or encouragement events. In addition, Consultant will purchase another $5,000 worth of any of the following combined: bicycle lights, pedometers, rubber bracelets that have a safety message written across them or other safety devices to encourage safe walking and bicycling and can be handed out at all of the encouragement events/activities.

3.5.5. Below are the deliverables for Task 4.

Task	Deliverable
4.1	One (1) Kick-Off Event Meeting agenda, minutes, and action items for kick-off event (1 school) Draft Press Release

Task	Deliverable
	Final Press Release Summary of kick-off event, including pictures
4.2	Pop-up events (15 total events) Summary of each pop-up event, including pictures (15 total events)
4.3	Encouragement events (153 total events) Meeting agenda, minutes, and action items for each event (153 total activities/events) Summary of each encouragement event/activity, including pictures (153 total activities/events) $10,000 worth of bicycle helmets, lights, or other safety devices.

3.6. TASK 5: PROGRAM EVALUATION

Task 5.1 Surveys

3.6.1. Consultant will create, distribute, analyze, and tabulate parent surveys and in-class student hand tallies yearly at each of the schools using standard Federal SRTS forms to evaluate changes in behavior associated with the program and to establish a baseline and ongoing data. Consultant will distribute one hand tally per classroom for each round of surveying and work with the teachers so that they understand how to administer the survey. Parent surveys will be provided in English, Spanish, and Chinese as these are the three most spoken languages within Santa Clara. An online survey must also be created and placed on the project's webpage. Consultant will conduct one parent survey and student tally at the beginning of the school year and at the end of the school year for all three years of the program, a total of six (6) surveys/tallies.

3.6.2. Consultant will need to do a tally of students using helmets at the start of the project, in the first year of the program, and then again in September of 2023. Each tally will be done at all 17 schools in the program. Consultant will provide a short summary report of the results of both tallies to the City.

Task 5.2 Annual Reports and Evaluation Report

3.6.3. Consultant will produce an annual report to summarize the program activities including number of events held, number of participants, and results of the parent surveys and student tallies for each of the schools.

3.6.4. The annual report will include the following:

3.6.4.1. Program Highlights / Success Stories

3.6.4.2. Summary of Key Policies and Documents

3.6.4.3. Outline of Goals and Objectives

3.6.4.4. Milestones

3.6.4.5. School Databases

3.6.4.6. Summary of Program Activities

3.6.4.7. Certification Forms documenting activities

3.6.4.8. Milestones

3.6.4.9. Summary of helmet and safety equipment distribution

3.6.4.10. Copies of Meeting Agendas and Summary Notes

3.6.4.11. Photos/Videos of Educational and Encouragement Programs

3.6.4.12. Program Pre and Post Surveys (parent, student & helmet)

3.6.4.13. Copies of all Collateral Material and Promotional Material

3.6.4.14. Letters of Support/Appreciation

3.6.4.15. Results of Contests

3.6.4.16. Copies of Print and Electronic Media

3.6.4.17. Challenges - Barriers and how they were overcome

3.6.4.18. Next Steps/Strategies for Stakeholders

3.6.4.19. Directory of all Resource materials

3.6.4.20. Recommendations for future programming / sustainability

3.6.5. At the end of the project, the Consultant will produce a final program evaluation report for all three program years which should include recommendations, so the program continues and remains sustainable in the future. The final report will be submitted in the following formats:

3.6.5.1. Final PDF

3.6.5.2. Original Word

3.6.5.3. Five (5) bound copies

3.6.5.4. One (1) unbound hard copy

3.6.6. Below are the deliverables for Task 5.

Task	Deliverable
5.1	Draft Parent survey and student tally form (17 schools) Final Parent survey and student tally form (17 schools) Parent surveys and student tallies (6 total surveys/tallies at all 17 schools) Parent survey in English, Spanish, and Chinese

Task	Deliverable
	Students using helmet tally (2 total tallies at all 17 schools) Summary report of two helmet tallies
5.2	Three (3) annual reports (17 schools) One (1) program evaluation report

EXHIBIT B1
SCHEDULE OF FEES

1. MAXIMUM COMPENSATION

1.1. The maximum amount payable for all services provided under this Agreement shall not exceed **Six Hundred Thousand Dollars ($600,000)**, during the three-year initial term of the Agreement. No additional services will be performed unless both Parties execute an amendment outlining the services requested and the compensation agreed for such services.

1.2. All payments are based upon City's acceptance of Consultant's performance of services specified in Exhibit A, Scope of Services. City shall have no obligation to pay unless Consultant has successfully completed the work for which payment is due.

1.3. The compensation amount is specified below:

Table B1: Total Compensation

Description	Total
Total for All Tasks for Three Program Years (See B2 for Task Cost Breakdown by Year)	$568,384.75
Contingency (Shall be used only for additional scope.)	$31,615.25
TOTAL MAXIMUM COMPENSATION NOT-TO-EXCEED	**$600,000.00**

2. FEES

2.1. The hourly rates for Consultant's Personnel are listed below in Table B2:

Table B2: Hourly Rates

Title	Personnel	Hourly Rate
Program Manager (Safe Moves)	Pat Hines	$127.02
Program Coordinator (Safe Moves)	Pamela Nye Pedersen	$46.22
Instructor (Safe Moves)	Quinn Danz	$36.98
Instructor (Safe Moves)	Will Mellon	$36.98
Instructor (Safe Moves)	Marni Spencer-Delvin	$36.98
Graphic and Social Media Coordinator (Safe Moves)	Eve Mazzara	$46.22

Title	Personnel	Hourly Rate
Program Manager (KOA)	Carlos Velasquez	$164.99
Associate Planner (KOA)	Alberto Salgado	$115.00
Associate Planner (KOA)	Sarai Osorio	$51.76

2.2. The City will pay the Consultant for each task based on the task breakdown specified in Exhibit B2.

3. PRICING

3.1. All hourly rates are fixed for the Initial Three-Year Term of the Agreement.

3.2. Contractor may request price adjustments after the initial three year term. Any price increases must be supported by a relevant industry specific index. Requests for increase must be fully documented by Contractor. Price adjustments are subject to City's approval.

4. INVOICING REQUIREMENTS

4.1. Consultant shall invoice the City on a monthly basis for services performed by Consultant during the preceding month and provide the invoice in a format approved by the City, including but not limited to the information listed under Section 4.3 below.

4.2. City shall pay Consultant within thirty (30) days of City's receipt of an approved invoice.

4.3. Invoices shall include, at a minimum, the following:

4.3.1. Identify the task services were provided for;

4.3.2. Description of work performed;

4.3.3. Deliverables completed;

4.3.4. Amount for services provided by task;

4.3.5. The not-to-exceed amount for the task, invoiced amount to date, amount for the current invoice, and remaining not-to-exceed amount for the task.

EXHIBIT B2

FEES BY TASK AND YEAR

1. The City will pay Consultant for Year 1 based on the fee breakdown below:

TASK #	DESCRIPTION	BUDGETED HOURS	TOTAL
1	**PROJECT INITIATION**		
1.1	**Project Kick-Off Meeting - Meeting Agenda, Minutes, Action Items**		**$3,002.60**
	- Pat Hines, Program Manager (Safe Moves)	20	
	- Pamela Nye Pedersen, Program Coordinator (Safe Moves)	10	
1.2	**Staff Coordination with Consultant - Biweekly Meetings**		**$12,472.60**
	- Pat Hines, Program Manager (Safe Moves)	80	
	- Pamela Nye Pedersen, Program Coordinator (Safe Moves)	50	
1.3	**Project Invoicing - Monthly Progress Reports with Invoicing**		**$6,121.60**
	- Pat Hines, Program Manager (Safe Moves)	30	
	- Pamela Nye Pedersen, Program Coordinator (Safe Moves)	50	
	TOTAL FOR TASK 1	**240**	**$21,596.80**
2	**OUTREACH**		
2.1	**Website, Voicemail, and Email**		**$13,284.00**
	Produce and monitor website		$8,894.80
	- Pat Hines, Program Manager (Safe Moves)	30	
	- Pamela Nye Pedersen, Program Coordinator (Safe Moves)	40	
	- Eve Mazzara, Graphic and Social Media Coordinator (Safe Moves)	70	
	Establish and monitor phone lines/voicemails/emails		$4,389.20
	- Pat Hines, Program Manager (Safe Moves)	20	
	- Pamela Nye Pedersen, Program Coordinator (Safe Moves)	40	
2.2	**Event Advertisement**		**$17,211.00**
	Advertising/promotional materials		$9,240.60
	- Pat Hines, Program Manager (Safe Moves)	40	
	- Pamela Nye Pedersen, Program Coordinator (Safe Moves)	40	
	- Eve Mazzara, Graphic and Social Media Coordinator (Safe Moves)	50	
	85 event/workshops announcements posted & 508 posters printed/displayed		$7,970.40

TASK #	DESCRIPTION	BUDGETED HOURS	TOTAL
	- Pat Hines, Program Manager (Safe Moves)	30	
	- Pamela Nye Pedersen, Program Coordinator (Safe Moves)	40	
	- Eve Mazzara, Graphic and Social Media Coordinator (Safe Moves)	50	
	TOTAL FOR TASK 2	**450**	**$30,495.00**
3	**EDUCATION**		
3.1	**Safe Routes to School Maps**		**$37,627.15**
	Walk Audits (3 Schools)		$15,005.05
	- Pat Hines, Program Manager (Safe Moves)	25	
	- Pamela Nye Pedersen, Program Coordinator (Safe Moves)	15	
	- Quinn Danz, Instructor (Safe Moves)	25	
	- Will Mellon, Instructor (Safe Moves)	25	
	- Marni Spencer-Devlin, Instructor (Safe Moves)	25	
	- Carlos Velasquez, Program Manager (KOA)	25	
	- Alberto Salgado, Associate Planner (KOA)	40	
	- Sarai Osorio, Associate Planner (KOA)	40	
	Infrastructure Deficiency Inventory List, Map & Costs		$9,993.70
	- Pat Hines, Program Manager (Safe Moves)	30	
	- Carlos Velasquez, Program Manager (KOA)	15	
	- Alberto Salgado, Associate Planner (KOA)	35	
	- Sarai Osorio, Associate Planner (KOA)	35	
	Review/Revise School Maps (14 schools)		$12,628.40
	- Pat Hines, Program Manager (Safe Moves)	30	
	- Pamela Nye Pedersen, Program Coordinator (Safe Moves)	25	
	- Quinn Danz, Instructor (Safe Moves)	10	
	- Will Mellon, Instructor (Safe Moves)	15	
	- Marni Spencer-Devlin, Instructor (Safe Moves)	15	
	- Carlos Velasquez, Program Manager (KOA)	15	
	- Alberto Salgado, Associate Planner (KOA)	35	
	- Sarai Osorio, Associate Planner (KOA)	35	
3.2	**Bicycle and Pedestrian Student Skills Training Rodeos**		**$16,982.60**
	Bike, Scooter & Pedestrian Skill Trainings & Summary		$16,982.60
	- Pat Hines, Program Manager (Safe Moves)	50	
	- Pamela Nye Pedersen, Program Coordinator (Safe Moves)	30	
	- Quinn Danz, Instructor (Safe Moves)	125	
	- Will Mellon, Instructor (Safe Moves)	125	

TASK #	DESCRIPTION	BUDGETED HOURS	TOTAL
	Rodeo Toolkit (See pricing under Printing Year 1 Category and SRTS Toolkit under Task 3.3)		
3.3	**Parent/Teacher/Coordinator Training Workshops**		**$30,837.40**
	Workshops		$11,375.30
	- Pat Hines, Program Manager (Safe Moves)	75	
	- Pamela Nye Pedersen, Program Coordinator (Safe Moves)	40	
	SRTS Toolkit (1)		$12,070.30
	- Pat Hines, Program Manager (Safe Moves)	55	
	- Pamela Nye Pedersen, Program Coordinator (Safe Moves)	30	
	- Eve Mazzara, Graphic and Social Media Coordinator (Safe Moves)	80	
	Workshop Content		$7,391.80
	- Pat Hines, Program Manager (Safe Moves)	40	
	- Pamela Nye Pedersen, Program Coordinator (Safe Moves)	25	
	- Eve Mazzara, Graphic and Social Media Coordinator (Safe Moves)	25	
	TOTAL FOR TASK 3	**1215**	**$85,447.15**
4	**ENCOURAGEMENT**		
4.1	**Kick-off Event (1)**		**$7,058.10**
	- Pat Hines, Program Manager (Safe Moves)	25	
	- Pamela Nye Pedersen, Program Coordinator (Safe Moves)	25	
	- Quinn Danz, Instructor (Safe Moves)	10	
	- Will Mellon, Instructor (Safe Moves)	10	
	- Marni Spencer-Devlin, Instructor (Safe Moves)	10	
	- Eve Mazzara, Graphic and Social Media Coordinator (Safe Moves)	35	
4.2	**Pop-Up Events (2)**		**$13,053.50**
	- Pat Hines, Program Manager (Safe Moves)	50	
	- Pamela Nye Pedersen, Program Coordinator (Safe Moves)	25	
	- Quinn Danz, Instructor (Safe Moves)	50	
	- Will Mellon, Instructor (Safe Moves)	50	
	- Marni Spencer-Devlin, Instructor (Safe Moves)	50	
4.3	**Encouragement Events**		**$35,037.90**
	Walking, scooter riding and bicycle riding encouragement events (51)		$28,072.20
	- Pat Hines, Program Manager (Safe Moves)	90	

TASK #	DESCRIPTION	BUDGETED HOURS	TOTAL
	- Pamela Nye Pedersen, Program Coordinator (Safe Moves)	60	
	- Quinn Danz, Instructor (Safe Moves)	100	
	- Will Mellon, Instructor (Safe Moves)	100	
	- Marni Spencer-Devlin, Instructor (Safe Moves)	100	
	- Eve Mazzara, Graphic and Social Media Coordinator (Safe Moves)	60	
	OTS funded helmets and safety equipment		$6,965.70
	- Pat Hines, Program Manager (Safe Moves)	25	
	- Pamela Nye Pedersen, Program Coordinator (Safe Moves)	50	
	- Quinn Danz, Instructor (Safe Moves)	20	
	- Will Mellon, Instructor (Safe Moves)	20	
	TOTAL FOR TASK 4	**965**	**$55,149.50**
5	**PROGRAM EVALUATION**		
5.1	**Surveys**		**$24,745.90**
	Pre and Post Parent Surveys and Student Tallies		$9,033.70
	- Pat Hines, Program Manager (Safe Moves)	30	
	- Pamela Nye Pedersen, Program Coordinator (Safe Moves)	40	
	- Quinn Danz, Instructor (Safe Moves)	20	
	- Will Mellon, Instructor (Safe Moves)	20	
	- Marni Spencer-Devlin, Instructor (Safe Moves)	20	
	- Eve Mazzara, Graphic and Social Media Coordinator (Safe Moves)	25	
	OTS Pre and Post Helmet Surveys (17 Schools)		$15,712.20
	- Pat Hines, Program Manager (Safe Moves)	40	
	- Pamela Nye Pedersen, Program Coordinator (Safe Moves)	40	
	- Quinn Danz, Instructor (Safe Moves)	50	
	- Will Mellon, Instructor (Safe Moves)	50	
	- Marni Spencer-Devlin, Instructor (Safe Moves)	100	
	- Eve Mazzara, Graphic and Social Media Coordinator (Safe Moves)	30	
5.2	**(1) Annual Report (17 Schools)**		**$5,486.50**
	- Pat Hines, Program Manager (Safe Moves)	25	
	- Pamela Nye Pedersen, Program Coordinator (Safe Moves)	20	
	- Eve Mazzara, Graphic and Social Media Coordinator (Safe Moves)	30	
	TOTAL FOR TASK 5	**540**	**$30,232.40**

TASK #	DESCRIPTION	BUDGETED HOURS	TOTAL
	TOTAL FOR ALL TASKS		**$222,920.85**
Printing			
	Rodeo Flyer & Permission Form for 17 Rodeos		$ 1,500.00
	SRTS Toolkit (Guide)		$ 2,500.00
	508 Posters		$ 1,200.00
	Safety Tips for Students & Parents		$ 2,500.00
	51 Encouragement Event Flyers		$ 2,300.00
	TOTAL FOR PRINTING		**$ 10,000.00**
EQUIPMENT (PURCHASED FIRST YEAR FOR ALL 3 YEARS)			
	714 OTS Funded Helmets @ $7.00 per helmet (includes tax & handling)		$ 5,000.00
	2,500 Pedometers @ $1.00 per pedometer (includes tax & handling)		$ 2,500.00
	300 Front/Rear Bike Lights @ $8.30 per light (includes tax & handling)		$ 2,490.00
	TOTAL FOR EQUIPMENT		**$ 9,990.00**
	YEAR 1 TOTAL		**$242,910.85**

2. The City will pay Consultant for Year 2 based on the fee breakdown below:

TASK #	DESCRIPTION	BUDGETED HOURS	TOTAL
1	**PROJECT INITIATION**		
1.1	**Project Kick-Off Meeting - Meeting Agenda, Minutes, Action Items**		**$3,002.60**
	- Pat Hines, Program Manager (Safe Moves)	20	
	- Pamela Nye Pedersen, Program Coordinator (Safe Moves)	10	
1.2	**Staff Coordination with Consultant - Biweekly Meetings**		**$12,472.60**
	- Pat Hines, Program Manager (Safe Moves)	80	
	- Pamela Nye Pedersen, Program Coordinator (Safe Moves)	50	
1.3	**Project Invoicing - Monthly Progress Reports with Invoicing**		**$6,121.60**
	- Pat Hines, Program Manager (Safe Moves)	30	
	- Pamela Nye Pedersen, Program Coordinator (Safe Moves)	50	
	TOTAL FOR TASK 1	**240**	**$21,596.80**
2	**OUTREACH**		
2.1	**Website, Voicemail, and Email**		**$11,897.40**
	Produce and monitor website		$7,508.20
	- Pat Hines, Program Manager (Safe Moves)	30	
	- Pamela Nye Pedersen, Program Coordinator (Safe Moves)	40	

TASK #	DESCRIPTION	BUDGETED HOURS	TOTAL
	- Eve Mazzara, Graphic and Social Media Coordinator (Safe Moves)	40	
	Establish and monitor phone lines/voicemails/emails		$4,389.20
	- Pat Hines, Program Manager (Safe Moves)	20	
	- Pamela Nye Pedersen, Program Coordinator (Safe Moves)	40	
2.2	**Event Advertisement**		**$15,362.20**
	Advertising/promotional materials		$8,316.20
	- Pat Hines, Program Manager (Safe Moves)	40	
	- Pamela Nye Pedersen, Program Coordinator (Safe Moves)	40	
	- Eve Mazzara, Graphic and Social Media Coordinator (Safe Moves)	30	
	85 event/workshops announcements posted & 508 posters printed/displayed		$7,046.00
	- Pat Hines, Program Manager (Safe Moves)	30	
	- Pamela Nye Pedersen, Program Coordinator (Safe Moves)	40	
	- Eve Mazzara, Graphic and Social Media Coordinator (Safe Moves)	30	
	TOTAL FOR TASK 2	**380**	**$27,259.60**
3	**EDUCATION**		
3.1	**Safe Routes to School Maps**		**$14,494.50**
	Walk Audits (3 Schools)		$5,717.80
	- Pat Hines, Program Manager (Safe Moves)	25	
	- Pamela Nye Pedersen, Program Coordinator (Safe Moves)	15	
	- Quinn Danz, Instructor (Safe Moves)	25	
	- Will Mellon, Instructor (Safe Moves)	25	
	Infrastructure Deficiency Inventory List, Map & Costs		$3,810.60
	- Pat Hines, Program Manager (Safe Moves)	30	
	Review/Revise School Maps (14 schools)		$4,966.10
	- Pat Hines, Program Manager (Safe Moves)	30	
	- Pamela Nye Pedersen, Program Coordinator (Safe Moves)	25	
3.2	**Bicycle and Pedestrian Student Skills Training Rodeos**		**$16,982.60**
	Bike, Scooter & Pedestrian Skill Trainings & Summary		$16,982.60
	- Pat Hines, Program Manager (Safe Moves)	50	
	- Pamela Nye Pedersen, Program Coordinator (Safe Moves)	30	
	- Quinn Danz, Instructor (Safe Moves)	125	
	- Will Mellon, Instructor (Safe Moves)	125	

TASK #	DESCRIPTION	BUDGETED HOURS	TOTAL
	Rodeo Toolkit (Developed in Year 1)		N/A
3.3	**Parent/Teacher/Coordinator Training Workshops**		**$18,767.10**
	Workshops		$11,375.30
	- Pat Hines, Program Manager (Safe Moves)	75	
	- Pamela Nye Pedersen, Program Coordinator (Safe Moves)	40	
	SRTS Toolkit (1) (Developed in Year 1)		N/A
	Workshop Content		$7,391.80
	- Pat Hines, Program Manager (Safe Moves)	40	
	- Pamela Nye Pedersen, Program Coordinator (Safe Moves)	25	
	- Eve Mazzara, Graphic and Social Media Coordinator (Safe Moves)	25	
	TOTAL FOR TASK 3	**710**	**$50,244.20**
4	**ENCOURAGEMENT**		
4.1	**Kick-off Event (1) NONE**		**N/A**
4.2	**Pop-Up Events (5)**		**$13,053.50**
	- Pat Hines, Program Manager (Safe Moves)	50	
	- Pamela Nye Pedersen, Program Coordinator (Safe Moves)	25	
	- Quinn Danz, Instructor (Safe Moves)	50	
	- Will Mellon, Instructor (Safe Moves)	50	
	- Marni Spencer-Devlin, Instructor (Safe Moves)	50	
4.3	**Encouragement Events**		**$27,147.80**
	Walking, scooter riding and bicycle riding encouragement events (51)		$27,147.80
	- Pat Hines, Program Manager (Safe Moves)	90	
	- Pamela Nye Pedersen, Program Coordinator (Safe Moves)	60	
	- Quinn Danz, Instructor (Safe Moves)	100	
	- Will Mellon, Instructor (Safe Moves)	100	
	- Marni Spencer-Devlin, Instructor (Safe Moves)	100	
	- Eve Mazzara, Graphic and Social Media Coordinator (Safe Moves)	40	
	OTS funded helmets and safety equipment (Purchased in year 1)		N/A
	TOTAL FOR TASK 4	**715**	**$40,201.30**
5	**PROGRAM EVALUATON**		
5.1	**Surveys**		**$9,033.70**

TASK #	DESCRIPTION	BUDGETED HOURS	TOTAL
	Pre and Post Parent Surveys and Student Tallies		$9,033.70
	- Pat Hines, Program Manager (Safe Moves)	30	
	- Pamela Nye Pedersen, Program Coordinator (Safe Moves)	40	
	- Quinn Danz, Instructor (Safe Moves)	20	
	- Will Mellon, Instructor (Safe Moves)	20	
	- Marni Spencer-Devlin, Instructor (Safe Moves)	20	
	- Eve Mazzara, Graphic and Social Media Coordinator (Safe Moves)	25	
	OTS Pre and Post Helmet Surveys (17 Schools)		N/A
5.2	**(1) Annual Report (17 Schools)**		**$5,486.50**
	- Pat Hines, Program Manager (Safe Moves)	25	
	- Pamela Nye Pedersen, Program Coordinator (Safe Moves)	20	
	- Eve Mazzara, Graphic and Social Media Coordinator (Safe Moves)	30	
TOTAL FOR TASK 5		**230**	**$14,520.20**
TOTAL FOR ALL TASKS			**$153,822.10**
Printing			
Rodeo Flyer & Permission Form for 17 Rodeos			$ 1,500.00
508 Posters			$ 1,200.00
Safety Tips for Students & Parents			$ 2,500.00
51 Encouragement Event Flyers			$ 2,300.00
TOTAL FOR PRINTING			**$ 7,500.00**
YEAR 2 TOTAL			**$161,322.10**

3. The City will pay Consultant for Year 3 based on the fee breakdown below:

TASK #	DESCRIPTION	BUDGETED HOURS	Total
1	**PROJECT INITIATON**		
1.1	**Project Kick-Off Meeting - Meeting Agenda, Minutes, Action Items**		$3,002.60
	- Pat Hines, Program Manager (Safe Moves)	20	
	- Pamela Nye Pedersen, Program Coordinator (Safe Moves)	10	
1.2	**Staff Coordination with Consultant - Biweekly Meetings**		$12,472.60
	- Pat Hines, Program Manager (Safe Moves)	80	
	- Pamela Nye Pedersen, Program Coordinator (Safe Moves)	50	
1.3	**Project Invoicing - Monthly Progress Reports with Invoicing**		$6,121.60

TASK #	DESCRIPTION	BUDGETED HOURS	Total
	- Pat Hines, Program Manager (Safe Moves)	30	
	- Pamela Nye Pedersen, Program Coordinator (Safe Moves)	50	
	TOTAL FOR TASK 1	**240**	**$21,596.80**
2	**OUTREACH**		
2.1	**Website, Voicemail, and Email**		**$11,897.40**
	Produce and monitor website		$7,508.20
	- Pat Hines, Program Manager (Safe Moves)	30	
	- Pamela Nye Pedersen, Program Coordinator (Safe Moves)	40	
	- Eve Mazzara, Graphic and Social Media Coordinator (Safe Moves)	40	
	Establish and monitor phone lines/voicemails/emails		$4,389.20
	- Pat Hines, Program Manager (Safe Moves)	20	
	- Pamela Nye Pedersen, Program Coordinator (Safe Moves)	40	
2.2	**Event Advertisement**		**$15,362.20**
	Advertising/promotional materials		$8,316.20
	- Pat Hines, Program Manager (Safe Moves)	40	
	- Pamela Nye Pedersen, Program Coordinator (Safe Moves)	40	
	- Eve Mazzara, Graphic and Social Media Coordinator (Safe Moves)	30	
	85 event/workshops announcements posted & 508 posters printed/displayed		$7,046.00
	- Pat Hines, Program Manager (Safe Moves)	30	
	- Pamela Nye Pedersen, Program Coordinator (Safe Moves)	40	
	- Eve Mazzara, Graphic and Social Media Coordinator (Safe Moves)	30	
	TOTAL FOR TASK 2	**380**	**$27,259.60**
3	**EDUCATION**		
3.1	**Safe Routes to School Maps**		**$14,494.50**
	Walk Audits (3 Schools)		$5,717.80
	- Pat Hines, Program Manager (Safe Moves)	25	
	- Pamela Nye Pedersen, Program Coordinator (Safe Moves)	15	
	- Quinn Danz, Instructor (Safe Moves)	25	
	- Will Mellon, Instructor (Safe Moves)	25	
	Infrastructure Deficiency Inventory List, Map & Costs		$3,810.60
	- Pat Hines, Program Manager (Safe Moves)	30	

TASK #	DESCRIPTION	BUDGETED HOURS	Total
	Review/Revise School Maps (14 schools)		$4,966.10
	- Pat Hines, Program Manager (Safe Moves)	30	
	- Pamela Nye Pedersen, Program Coordinator (Safe Moves)	25	
3.2	**Bicycle and Pedestrian Student Skills Training Rodeos**		**$16,982.60**
	Bike, Scooter & Pedestrian Skill Trainings & Summary		$16,982.60
	- Pat Hines, Program Manager (Safe Moves)	50	
	- Pamela Nye Pedersen, Program Coordinator (Safe Moves)	30	
	- Quinn Danz, Instructor (Safe Moves)	125	
	- Will Mellon, Instructor (Safe Moves)	125	
	Rodeo Toolkit (Developed in Year 1)		N/A
3.3	**Parent/Teacher/Coordinator Training Workshops**		**$18,767.10**
	Workshops		$11,375.30
	- Pat Hines, Program Manager (Safe Moves)	75	
	- Pamela Nye Pedersen, Program Coordinator (Safe Moves)	40	
	SRTS Toolkit (1) (Developed in Year 1)		N/A
	Workshop Content		$7,391.80
	- Pat Hines, Program Manager (Safe Moves)	40	
	- Pamela Nye Pedersen, Program Coordinator (Safe Moves)	25	
	- Eve Mazzara, Graphic and Social Media Coordinator (Safe Moves)	25	
	TOTAL FOR TASK 3	**710**	**$50,244.20**
4	**ENCOURAGEMENT**		
4.1	**Kick-off Event (1) NONE**		**N/A**
4.2	**Pop-Up Events (5)**		**$13,053.50**
	- Pat Hines, Program Manager (Safe Moves)	50	
	- Pamela Nye Pedersen, Program Coordinator (Safe Moves)	25	
	- Quinn Danz, Instructor (Safe Moves)	50	
	- Will Mellon, Instructor (Safe Moves)	50	
	- Marni Spencer-Devlin, Instructor (Safe Moves)	50	
4.3	**Encouragement Events**		**$27,147.80**
	Walking, scooter riding and bicycle riding encouragement events (51)		$27,147.80
	- Pat Hines, Program Manager (Safe Moves)	90	
	- Pamela Nye Pedersen, Program Coordinator (Safe Moves)	60	

TASK #	DESCRIPTION	BUDGETED HOURS	Total
	- Quinn Danz, Instructor (Safe Moves)	100	
	- Will Mellon, Instructor (Safe Moves)	100	
	- Marni Spencer-Devlin, Instructor (Safe Moves)	100	
	- Eve Mazzara, Graphic and Social Media Coordinator (Safe Moves)	40	
	OTS funded helmets and safety equipment (Purchased in year 1)		N/A
	TOTAL FOR TASK 4	**715**	**$40,201.30**
5	**PRORGRAM EVALUATION**		
5.1	**Surveys**		**$9,033.70**
	Pre and Post Parent Surveys and Student Tallies		$9,033.70
	- Pat Hines, Program Manager (Safe Moves)	30	
	- Pamela Nye Pedersen, Program Coordinator (Safe Moves)	40	
	- Quinn Danz, Instructor (Safe Moves)	20	
	- Will Mellon, Instructor (Safe Moves)	20	
	- Marni Spencer-Devlin, Instructor (Safe Moves)	20	
	- Eve Mazzara, Graphic and Social Media Coordinator (Safe Moves)	25	
	OTS Pre and Post Helmet Surveys (17 Schools)		N/A
5.2	**(1) Annual Report (17 Schools) & Program Evaluation Report (17 Schools)**		**$8,316.20**
	- Pat Hines, Program Manager (Safe Moves)	40	
	- Pamela Nye Pedersen, Program Coordinator (Safe Moves)	30	
	- Eve Mazzara, Graphic and Social Media Coordinator (Safe Moves)	40	
	TOTAL FOR TASK 5	**265**	**$17,349.90**
	TOTAL FOR ALL TASKS		**$156,651.80**
Printing			
Rodeo Flyer & Permission Form for 17 Rodeos			$ 1,500.00
508 Posters			$ 1,200.00
Safety Tips for Students & Parents			$ 2,500.00
51 Encouragement Event Flyers			$ 2,300.00
	TOTAL FOR PRINTING		**$ 7,500.00**
	YEAR 3 TOTAL		**$164,151.80**

EXHIBIT C
INSURANCE REQUIREMENTS

Without limiting the Contractor's indemnification of the City, and prior to commencing any of the Services required under this Agreement, the Contractor shall provide and maintain in full force and effect during the period of performance of the Agreement and for twenty-four (24) months following acceptance by the City, at its sole cost and expense, the following insurance policies from insurance companies authorized to do business in the State of California. These policies shall be primary insurance as to the City of Santa Clara so that any other coverage held by the City shall not contribute to any loss under Contractor's insurance. The minimum coverages, provisions and endorsements are as follows:

A. COMMERCIAL GENERAL LIABILITY INSURANCE

1. Commercial General Liability Insurance policy which provides coverage at least as broad as Insurance Services Office form CG 00 01. Policy limits are subject to review, but shall in no event be less than, the following:

   $1,000,000 Each Occurrence
   $2,000,000 General Aggregate
   $2,000,000 Products/Completed Operations Aggregate
   $1,000,000 Personal Injury

2. Exact structure and layering of the coverage shall be left to the discretion of Contractor; however, any excess or umbrella policies used to meet the required limits shall be at least as broad as the underlying coverage and shall otherwise follow form.

3. The following provisions shall apply to the Commercial Liability policy as well as any umbrella policy maintained by the Contractor to comply with the insurance requirements of this Agreement:

   a. Coverage shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits;

   b. There shall be no cross liability exclusion which precludes coverage for claims or suits by one insured against another; and

   c. Coverage shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of liability.

B. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Business automobile liability insurance policy which provides coverage at least as broad as ISO form CA 00 01 with policy limits a minimum limit of not less than one million dollars ($1,000,000) each accident using, or providing coverage at least as broad as, Insurance Services Office form CA 00 01. Liability coverage shall apply to all owned (if any), non-owned and hired autos.

C. WORKERS' COMPENSATION

1. Workers' Compensation Insurance Policy as required by statute and employer's liability with limits of at least one million dollars ($1,000,000) policy limit Bodily Injury by disease, one million dollars ($1,000,000) each accident/Bodily Injury and one million dollars ($1,000,000) each employee Bodily Injury by disease.

2. The indemnification and hold harmless obligations of Contractor included in this Agreement shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefit payable by or for Contractor or any subcontractor under any Workers' Compensation Act(s), Disability Benefits Act(s) or other employee benefits act(s).

3. This policy must include a Waiver of Subrogation in favor of the City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents.

D. PROFESSIONAL LIABILITY

Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designed to protect against negligent acts, errors or omissions of the Contractor. Covered services as designated in the policy must specifically include work performed under this agreement. Coverage shall be in an amount of not less than one million dollars ($1,000,000) per claim or two million dollars ($2,000,000) aggregate. Any coverage containing a deductible or self-retention must first be approved in writing by the City Attorney's Office.

E. COMPLIANCE WITH REQUIREMENTS

All of the following clauses and/or endorsements, or similar provisions, must be part of each commercial general liability policy, and each umbrella or excess policy.

1. Additional Insureds. City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents are hereby added as additional insureds in respect to liability arising out of Contractor's work for City, using Insurance Services Office (ISO) Endorsement CG 20 10 11 85,

or the combination of CG 20 10 03 97 and CG 20 37 10 01, or its equivalent.

2. Primary and non-contributing. Each insurance policy provided by Contractor shall contain language or be endorsed to contain wording making it primary insurance as respects to, and not requiring contribution from, any other insurance which the indemnities may possess, including any self-insurance or self-insured retention they may have. Any other insurance indemnities may possess shall be considered excess insurance only and shall not be called upon to contribute with Contractor's insurance.

3. Cancellation.

   a. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided due to non-payment of premiums shall be effective until written notice has been given to City at least ten (10) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least ten (10) days prior to the effective date of non-renewal.

   b. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided for any cause save and except non-payment of premiums shall be effective until written notice has been given to City at least thirty (30) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least thirty (30) days prior to the effective date of non-renewal.

4. Other Endorsements. Other endorsements may be required for policies other than the commercial general liability policy if specified in the description of required insurance set forth in Sections A through E of this Exhibit C, above.

F. ADDITIONAL INSURANCE RELATED PROVISIONS

Contractor and City agree as follows:

1. Contractor agrees to ensure that subcontractors, and any other party involved with the Services, who is brought onto or involved in the performance of the Services by Contractor, provide the same minimum insurance coverage required of Contractor, except as with respect to limits. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. Contractor agrees that upon request by City, all agreements with, and insurance compliance

documents provided by, such subcontractors and others engaged in the project will be submitted to City for review.

2. Contractor agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Contractor for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.

3. The City reserves the right to withhold payments from the Contractor in the event of material noncompliance with the insurance requirements set forth in this Agreement.

G. EVIDENCE OF COVERAGE

Prior to commencement of any Services under this Agreement, Contractor, and each and every subcontractor (of every tier) shall, at its sole cost and expense, provide and maintain not less than the minimum insurance coverage with the endorsements and deductibles indicated in this Agreement. Such insurance coverage shall be maintained with insurers, and under forms of policies, satisfactory to City and as described in this Agreement. Contractor shall file with the City all certificates and endorsements for the required insurance policies for City's approval as to adequacy of the insurance protection.

H. EVIDENCE OF COMPLIANCE

Contractor or its insurance broker shall provide the required proof of insurance compliance, consisting of Insurance Services Office (ISO) endorsement forms or their equivalent and the ACORD form 25-S certificate of insurance (or its equivalent), evidencing all required coverage shall be delivered to City, or its representative as set forth below, at or prior to execution of this Agreement. Upon City's request, Contractor shall submit to City copies of the actual insurance policies or renewals or replacements. Unless otherwise required by the terms of this Agreement, all certificates, endorsements, coverage verifications and other items required to be delivered to City pursuant to this Agreement shall be emailed to:

ctsantaclara@ebix.com

Or mailed to:

EBIX Inc.
City of Santa Clara Department of Public Works
P.O. Box 100085 – S2
Duluth, GA 30096

Telephone number: 951-766-2280
Fax number: 770-325-0409

I. QUALIFYING INSURERS

All of the insurance companies providing insurance for Contractor shall have, and provide written proof of, an A. M. Best rating of at least A minus 6 (A- VI) or shall be an insurance company of equal financial stability that is approved by the City or its insurance compliance representatives.

EXHIBIT D
NOTICE OF EXERCISE OF OPTION TO EXTEND AGREEMENT

AGREEMENT TITLE:	
CONTRACTOR:	
DATE:	

Pursuant to Section ___ of the Agreement referenced above, the City of Santa Clara hereby exercises its option to extend the term under the following provisions:

OPTION NO.	# of #

NEW OPTION TERM

Begin date:	
End date:	

☐ **CHANGES IN RATE OF COMPENSATION**

Percentage change in CPI upon which adjustment is based:	

Pursuant to Section ___ of the Agreement the rates of compensation are hereby adjusted as follows:
(use attachment if necessary)

MAXIMUM COMPENSATION for New Option Term:	

For the option term exercised by this Notice, City shall pay Contractor an amount not to exceed the amount set forth above for Contractor's services and reimbursable expenses, if any. The undersigned signing on behalf of the City of Santa Clara hereby certifies that an unexpended appropriation is available for the term exercised by this Notice, and that funds are available as of the date of this signature.

Dated: _____

Approved as to Form:

_____
Office of the City Attorney
City of Santa Clara

_____
Rajeev Batra
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

22-1190 **Agenda Date: 11/15/2022**

REPORT TO COUNCIL

SUBJECT
Action on a Professional Services Agreement with Safe Moves, Inc. for the Safe Routes to School Project

COUNCIL PILLAR
Deliver and Enhance High-Quality Efficient Services and Infrastructure

BACKGROUND
Since 2011, the City has completed two phases of the Safe Routes to School program (SRTS Program), which encourages students to walk, bike, or scooter to and from school through various educational activities. The SRTS Program was facilitated through a collaborative effort with the Santa Clara Unified School District (SCUSD) that includes classroom education, after school skills training, encouragement activities and events, and the creation of maps. The program has been well received and aims to increase the number of students walking and biking to the participating schools. Together staff and the SCUSD have selected 17 schools to participate in Phase 3 of the SRTS Program.

Funding for the SRTS Program was previously received through a Vehicle Emissions Reductions Based at Schools (VERBS) grant; however, VERBS grant funds are no longer available. Staff confirmed with the Santa Clara Valley Transportation Authority (VTA) that funds received from the 2016 Measure B Bicycle & Pedestrian Education and Encouragement Program are eligible to use on the SRTS Program.

On June 9, 2020, the City Council approved and authorized the City Manager to execute an agreement with the VTA to receive funds from the 2016 Measure B Bicycle & Pedestrian Education and Encouragement Program (Agenda Item 3.E.). This program covers three main categories: 1) activities and the development and distribution of materials that are designed and intended to promote, educate, and/or encourage safe walking or bicycling for residents or visitors of all ages and abilities, 2) communication to residents and visitors about the benefits of walking and bicycling, and 3) communication to school children, residents, and visitors about the rights and responsibilities of pedestrians, bicyclists, and motorists.

DISCUSSION
Pursuant to the City Code, a formal Request for Proposals (RFP) was conducted as the solicitation method for this procurement, with the award recommendation based on "best value."

The City published an RFP for professional services for Phase 3 of the SRTS Program on July 15, 2022 using the City's e-procurement platform. The City received one proposal from Safe Moves, Inc. (Safe Moves) which was thoroughly reviewed and evaluated by staff who determined that their proposal satisfied all the RFP requirements. The City elected to conduct a Best and Final Offer

(BAFO) to memorialize clarifications and provide a final opportunity for Safe Moves to revise their cost proposal.

Staff recommends awarding the agreement to Safe Moves for having submitted the sole responsive proposal. Safe Moves assisted the City with Phase 2 of the SRTS Program and also has extensive experience completing SRTS Program activities for other municipalities.

Under the agreement, Safe Moves will provide professional services to assist the City with the education, encouragement, and evaluation aspects of the SRTS Program. Compensation will be fixed for the initial three-year term of the agreement and will be paid on an hourly basis with not-to-exceed limits. In addition to the initial term, there is one one-year option to extend the term of the agreement for a total of four years, assuming the option is exercised.

ENVIRONMENTAL REVIEW

The action being considered does not constitute a "project" within the meaning of the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15378(a) as it has no potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment.

FISCAL IMPACT

The proposed agreement is for a total not-to-exceed amount of $600,000. This amount includes $568,384.75 for basic services and a contingency of $31,615.25 for potential additional services needed throughout the three-year project. Funds for the agreement are available in the Safe Routes to School Project (CIP 1376) in the Streets and Highways Capital Fund.

COORDINATION

This report has been coordinated with the Finance Department and the City Attorney's Office.

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email clerk@santaclaraca.gov <mailto:clerk@santaclaraca.gov> or at the public information desk at any City of Santa Clara public library.

RECOMMENDATION

1. Authorize the City Manager to execute a professional services Agreement with Safe Moves, Inc. for the Safe Routes to School Program for an initial three-year term with maximum compensation not-to-exceed $600,000;
2. Authorize the City Manager to make minor modifications to the Agreement and execute a one-year option to extend the agreement after the initial term, subject to the appropriation of funds.

Reviewed by: Craig Mobeck, Director of Public Works
Approved by: Rajeev Batra, City Manager

ATTACHMENTS

1. Agreement with Safe Moves, Inc.

AMENDMENT NO. 1
TO THE AGREEMENT FOR SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
SAFE MOVES, INC.

PREAMBLE

This agreement ("Amendment No. 1") is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Safe Moves, Inc., a California corporation, (Consultant). City and Consultant may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

A. The Parties previously entered into an agreement entitled "Agreement for Services Between the City of Santa Clara, California, and Safe Moves, Inc.", dated November 11, 2022 (Agreement); and

B. The Parties entered into the Agreement for the purpose of having Consultant provide professional services to organize, facilitate, promote events, and activities relating to the City's Safe Routes to School program and facilities in the program, and the Parties now wish to amend the Agreement to increase compensation by $45,200 for a revised total not-to-exceed maximum compensation of $645,200.

NOW, THEREFORE, the Parties agree as follows:

AMENDMENT TERMS AND CONDITIONS

1. Section 6 of the Agreement, entitled "COMPENSATION AND PAYMENT" IS hereby amended to read as follows:

   "In consideration for Consultant's complete performance of Services, City shall pay Consultant for all materials provided and Services rendered by Consultant in accordance with Revised Exhibit B1, entitled "SCHEDULE OF FEES." The maximum compensation of this Agreement is Six Hundred Forty-Five Thousand Two Hundred Dollars ($645,200), subject to budget appropriations, which includes all payments that may be authorized for Services and for expenses, supplies, materials and equipment required to perform the Services. All work performed or materials provided in excess of the maximum compensation shall be at Consultant's expense. Consultant shall not be entitled to any payment above the maximum compensation under any circumstance."

2. Exhibit B1 of the Agreement, entitled "SCHEDULE OF FEES" is hereby amended to read as shown in Revised Exhibit B1, attached herein.

3. Exhibit B2 of the Agreement, entitled "FEES BY TASK AND YEAR" is hereby amended to read as shown in Revised Exhibit B2, attached herein.

4. Except as set forth herein, all other terms and conditions of the Agreement shall remain in full force and effect. In case of a conflict in the terms of the Agreement and this Amendment No. 1, the provisions of this Amendment No. 1 shall control.

The Parties acknowledge and accept the terms and conditions of this Amendment No. 1 as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form:

GLEN R. GOOGINS
City Attorney

Dated: 10/17/23

JOVAN D. GROGAN
City Manager
City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

SAFE MOVES, INC.
a California corporation

Dated: 10/3/2023
By (Signature):
Name: Pat Hines
Title: Founder/Executive Director
Principal Place of Business Address: 15500 Erwin Street, #2457 Van Nuys, CA 91411
Email Address: phinesafety@aol.com
Telephone: (408) 37-8991
Fax: N/A

"CONSULTANT"

REVISED EXHIBIT B1
SCHEDULE OF FEES

1. MAXIMUM COMPENSATION

1.1. The maximum amount payable for all services provided under this Agreement shall not exceed **Six Hundred Forty-Five Thousand Two Hundred Dollars ($645,200)**, during the three-year initial term of the Agreement. No additional services will be performed unless both Parties execute an amendment outlining the services requested and the compensation agreed for such services.

1.2. All payments are based upon City's acceptance of Consultant's performance of services specified in Exhibit A, Scope of Services. City shall have no obligation to pay unless Consultant has successfully completed the work for which payment is due.

1.3. The compensation amount is specified below:

Table B1: Total Compensation

Description	Total
Total for All Tasks for Three Program Years (See B2 for Task Cost Breakdown by Year)	$568,384.75
Contingency (Shall be used only for additional scope.)	$31,615.25
ORIGINAL TOTAL MAXIMUM COMPENSATION NOT-TO-EXCEED	**$600,000.00**
Amendment No. 1	$45,200.00
REVISED TOTAL MAXIMUM COMPENSATION NOT-TO-EXCEED	**$645,200.00**

2. FEES

2.1. The hourly rates for Consultant's Personnel are listed below in Table B2:

Table B2: Hourly Rates

Title	Personnel	Hourly Rate
Program Manager (Safe Moves)	Pat Hines	$127.02
Program Coordinator (Safe Moves)	Pamela Nye Pedersen	$46.22
Instructor (Safe Moves)	Quinn Danz	$36.98

Title	Personnel	Hourly Rate
Instructor (Safe Moves)	Will Mellon	$36.98
Instructor (Safe Moves)	Marni Spencer-Delvin	$36.98
Graphic and Social Media Coordinator (Safe Moves)	Eve Mazzara	$46.22
Program Manager (KOA)	Carlos Velasquez	$164.99
Associate Planner (KOA)	Alberto Salgado	$54.19
Associate Planner (KOA)	Sarai Osorio	$51.76

2.2. The City will pay the Consultant for each task based on the task breakdown specified in Revised Exhibit B2.

3. PRICING

3.1. All hourly rates are fixed for the Initial Three-Year Term of the Agreement.

3.2. Consultant may request price adjustments after the initial three year term. Any price increases must be supported by a relevant industry specific index. Requests for increase must be fully documented by Consultant. Price adjustments are subject to City's approval.

4. INVOICING REQUIREMENTS

4.1. Consultant shall invoice the City on a monthly basis for services performed by Consultant during the preceding month and provide the invoice in a format approved by the City, including but not limited to the information listed under Section 4.3 below.

4.2. City shall pay Consultant within thirty (30) days of City's receipt of an approved invoice.

4.3. Invoices shall include, at a minimum, the following:

1.3.1. Identify the task services were provided for;

1.3.2. Description of work performed;

1.3.3. Deliverables completed;

1.3.4. Amount for services provided by task;

1.3.5. The not-to-exceed amount for the task, invoiced amount to date, amount for the current invoice, and remaining not-to-exceed amount for the task.

REVISED EXHIBIT B2
FEES BY TASK AND YEAR

1. AMENDMENT NO. 1

   1.1. The following number of tasks are being funded by the 2023 California Office of Traffic Safety Grant and will be completed in Year 2. These tasks must be completed by September 30, 2024 and at the following cost:

Activity	Unit Cost/Rate	Units	Total Cost
Bike Rodeo	$1,000.00	30	$ 30,000.00
Student Assemblies	$150.00	68	$ 10,200.00
Bicycle Helmets	$10.00	300	$3,000.00
Bicycle Safety Equipment	$2,000.00	1	$2,000.00
TOTAL			**$ 45,200.00**

2. The City will pay Consultant for Year 1 based on the fee breakdown below:

TASK #	DESCRIPTION	BUDGETED HOURS	TOTAL
1	**PROJECT INITIATION**		
1.1	**Project Kick-Off Meeting - Meeting Agenda, Minutes, Action Items**		**$3,002.60**
	- Pat Hines, Program Manager (Safe Moves)	20	
	- Pamela Nye Pedersen, Program Coordinator (Safe Moves)	10	
1.2	**Staff Coordination with Consultant - Biweekly Meetings**		**$12,472.60**
	- Pat Hines, Program Manager (Safe Moves)	80	
	- Pamela Nye Pedersen, Program Coordinator (Safe Moves)	50	
1.3	**Project Invoicing - Monthly Progress Reports with Invoicing**		**$6,121.60**
	- Pat Hines, Program Manager (Safe Moves)	30	
	- Pamela Nye Pedersen, Program Coordinator (Safe Moves)	50	
TOTAL FOR TASK 1		**240**	**$21,596.80**
2	**OUTREACH**		
2.1	**Website, Voicemail, and Email**		**$13,284.00**
	Produce and monitor website		$8,894.80
	- Pat Hines, Program Manager (Safe Moves)	30	
	- Pamela Nye Pedersen, Program Coordinator (Safe Moves)	40	
	- Eve Mazzara, Graphic and Social Media	70	

TASK #	DESCRIPTION	BUDGETED HOURS	TOTAL
	Coordinator (Safe Moves)		
	Establish and monitor phone lines/voicemails/emails		$4,389.20
	- Pat Hines, Program Manager (Safe Moves)	20	
	- Pamela Nye Pedersen, Program Coordinator (Safe Moves)	40	
2.2	**Event Advertisement**		**$17,211.00**
	Advertising/promotional materials		$9,240.60
	- Pat Hines, Program Manager (Safe Moves)	40	
	- Pamela Nye Pedersen, Program Coordinator (Safe Moves)	40	
	- Eve Mazzara, Graphic and Social Media Coordinator (Safe Moves)	50	
	85 event/workshops announcements posted & 508 posters printed/displayed		$7,970.40
	- Pat Hines, Program Manager (Safe Moves)	30	
	- Pamela Nye Pedersen, Program Coordinator (Safe Moves)	40	
	- Eve Mazzara, Graphic and Social Media Coordinator (Safe Moves)	50	
	TOTAL FOR TASK 2	**450**	**$30,495.00**
3	**EDUCATION**		
3.1	**Safe Routes to School Maps**		**$37,627.15**
	Walk Audits (3 Schools)		$15,005.05
	- Pat Hines, Program Manager (Safe Moves)	25	
	- Pamela Nye Pedersen, Program Coordinator (Safe Moves)	15	
	- Quinn Danz, Instructor (Safe Moves)	25	
	- Will Mellon, Instructor (Safe Moves)	25	
	- Marni Spencer-Devlin, Instructor (Safe Moves)	25	
	- Carlos Velasquez, Program Manager (KOA)	25	
	- Alberto Salgado, Associate Planner (KOA)	40	
	- Sarai Osorio, Associate Planner (KOA)	40	
	Infrastructure Deficiency Inventory List, Map & Costs		$9,993.70
	- Pat Hines, Program Manager (Safe Moves)	30	
	- Carlos Velasquez, Program Manager (KOA)	15	
	- Alberto Salgado, Associate Planner (KOA)	35	
	- Sarai Osorio, Associate Planner (KOA)	35	
	Review/Revise School Maps (14 schools)		$12,628.40
	- Pat Hines, Program Manager (Safe Moves)	30	

TASK #	DESCRIPTION	BUDGETED HOURS	TOTAL
	- Pamela Nye Pedersen, Program Coordinator (Safe Moves)	25	
	- Quinn Danz, Instructor (Safe Moves)	10	
	- Will Mellon, Instructor (Safe Moves)	15	
	- Marni Spencer-Devlin, Instructor (Safe Moves)	15	
	- Carlos Velasquez, Program Manager (KOA)	15	
	- Alberto Salgado, Associate Planner (KOA)	35	
	- Sarai Osorio, Associate Planner (KOA)	35	
3.2	**Bicycle and Pedestrian Student Skills Training Rodeos**		**$16,982.60**
	Bike, Scooter & Pedestrian Skill Trainings & Summary		$16,982.60
	- Pat Hines, Program Manager (Safe Moves)	50	
	- Pamela Nye Pedersen, Program Coordinator (Safe Moves)	30	
	- Quinn Danz, Instructor (Safe Moves)	125	
	- Will Mellon, Instructor (Safe Moves)	125	
	Rodeo Toolkit (See pricing under Printing Year 1 Category and SRTS Toolkit under Task 3.3)		
3.3	**Parent/Teacher/Coordinator Training Workshops**		**$30,837.40**
	Workshops		$11,375.30
	- Pat Hines, Program Manager (Safe Moves)	75	
	- Pamela Nye Pedersen, Program Coordinator (Safe Moves)	40	
	SRTS Toolkit (1)		$12,070.30
	- Pat Hines, Program Manager (Safe Moves)	55	
	- Pamela Nye Pedersen, Program Coordinator (Safe Moves)	30	
	- Eve Mazzara, Graphic and Social Media Coordinator (Safe Moves)	80	
	Workshop Content		$7,391.80
	- Pat Hines, Program Manager (Safe Moves)	40	
	- Pamela Nye Pedersen, Program Coordinator (Safe Moves)	25	
	- Eve Mazzara, Graphic and Social Media Coordinator (Safe Moves)	25	
TOTAL FOR TASK 3		**1215**	**$85,447.15**
4	**ENCOURAGEMENT**		
4.1	**Kick-off Event (1)**		**$7,058.10**
	- Pat Hines, Program Manager (Safe Moves)	25	
	- Pamela Nye Pedersen, Program Coordinator	25	

TASK #	DESCRIPTION	BUDGETED HOURS	TOTAL
	(Safe Moves)		
	- Quinn Danz, Instructor (Safe Moves)	10	
	- Will Mellon, Instructor (Safe Moves)	10	
	- Marni Spencer-Devlin, Instructor (Safe Moves)	10	
	- Eve Mazzara, Graphic and Social Media Coordinator (Safe Moves)	35	
4.2	**Pop-Up Events (5)**		**$13,053.50**
	- Pat Hines, Program Manager (Safe Moves)	50	
	- Pamela Nye Pedersen, Program Coordinator (Safe Moves)	25	
	- Quinn Danz, Instructor (Safe Moves)	50	
	- Will Mellon, Instructor (Safe Moves)	50	
	- Marni Spencer-Devlin, Instructor (Safe Moves)	50	
4.3	**Encouragement Events**		**$35,037.90**
	Walking, scooter riding and bicycle riding encouragement events (51)		$28,072.20
	- Pat Hines, Program Manager (Safe Moves)	90	
	- Pamela Nye Pedersen, Program Coordinator (Safe Moves)	60	
	- Quinn Danz, Instructor (Safe Moves)	100	
	- Will Mellon, Instructor (Safe Moves)	100	
	- Marni Spencer-Devlin, Instructor (Safe Moves)	100	
	- Eve Mazzara, Graphic and Social Media Coordinator (Safe Moves)	60	
	OTS funded helmets and safety equipment		$6,965.70
	- Pat Hines, Program Manager (Safe Moves)	25	
	- Pamela Nye Pedersen, Program Coordinator (Safe Moves)	50	
	- Quinn Danz, Instructor (Safe Moves)	20	
	- Will Mellon, Instructor (Safe Moves)	20	
	TOTAL FOR TASK 4	**965**	**$55,149.50**
5	**PROGRAM EVALUATION**		
5.1	**Surveys**		**$24,745.90**
	Pre and Post Parent Surveys and Student Tallies		$9,033.70
	- Pat Hines, Program Manager (Safe Moves)	30	
	- Pamela Nye Pedersen, Program Coordinator (Safe Moves)	40	

TASK #	DESCRIPTION	BUDGETED HOURS	TOTAL
	- Quinn Danz, Instructor (Safe Moves)	20	
	- Will Mellon, Instructor (Safe Moves)	20	
	- Marni Spencer-Devlin, Instructor (Safe Moves)	20	
	- Eve Mazzara, Graphic and Social Media Coordinator (Safe Moves)	25	
	OTS Pre and Post Helmet Surveys (17 Schools)		$15,712.20
	- Pat Hines, Program Manager (Safe Moves)	40	
	- Pamela Nye Pedersen, Program Coordinator (Safe Moves)	40	
	- Quinn Danz, Instructor (Safe Moves)	50	
	- Will Mellon, Instructor (Safe Moves)	50	
	- Marni Spencer-Devlin, Instructor (Safe Moves)	100	
	- Eve Mazzara, Graphic and Social Media Coordinator (Safe Moves)	30	
5.2	**(1) Annual Report (17 Schools)**		**$5,486.50**
	- Pat Hines, Program Manager (Safe Moves)	25	
	- Pamela Nye Pedersen, Program Coordinator (Safe Moves)	20	
	- Eve Mazzara, Graphic and Social Media Coordinator (Safe Moves)	30	
TOTAL FOR TASK 5		**540**	**$30,232.40**
TOTAL FOR ALL TASKS			**$222,920.85**
Printing			
Rodeo Flyer & Permission Form for 17 Rodeos			$ 1,500.00
SRTS Toolkit (Guide)			$ 2,500.00
508 Posters			$ 1,200.00
Safety Tips for Students & Parents			$ 2,500.00
51 Encouragement Event Flyers			$ 2,300.00
TOTAL FOR PRINTING			**$ 10,000.00**
EQUIPMENT (PURCHASED FIRST YEAR FOR ALL 3 YEARS)			
714 OTS Funded Helmets @ $7.00 per helmet (includes tax & handling)			$ 5,000.00
2,500 Pedometers @ $1.00 per pedometer (includes tax & handling)			$

TASK #	DESCRIPTION	BUDGETED HOURS	TOTAL
			2,500.00
300 Front/Rear Bike Lights @ $8.30 per light (includes tax & handling)			$ 2,490.00
TOTAL FOR EQUIPMENT			**$ 9,990.00**
YEAR 1 TOTAL			**$242,910.85**

3. The City will pay Consultant for Year 2 based on the fee breakdown below:

TASK #	DESCRIPTION	BUDGETED HOURS	TOTAL
1	**PROJECT INITIATION**		
1.1	**Project Kick-Off Meeting - Meeting Agenda, Minutes, Action Items**		**$3,002.60**
	- Pat Hines, Program Manager (Safe Moves)	20	
	- Pamela Nye Pedersen, Program Coordinator (Safe Moves)	10	
1.2	**Staff Coordination with Consultant - Biweekly Meetings**		**$12,472.60**
	- Pat Hines, Program Manager (Safe Moves)	80	
	- Pamela Nye Pedersen, Program Coordinator (Safe Moves)	50	
1.3	**Project Invoicing - Monthly Progress Reports with Invoicing**		**$6,121.60**
	- Pat Hines, Program Manager (Safe Moves)	30	
	- Pamela Nye Pedersen, Program Coordinator (Safe Moves)	50	
TOTAL FOR TASK 1		**240**	**$21,596.80**
2	**OUTREACH**		
2.1	**Website, Voicemail, and Email**		**$11,897.40**
	Produce and monitor website		$7,508.20
	- Pat Hines, Program Manager (Safe Moves)	30	
	- Pamela Nye Pedersen, Program Coordinator (Safe Moves)	40	
	- Eve Mazzara, Graphic and Social Media Coordinator (Safe Moves)	40	
	Establish and monitor phone lines/voicemails/emails		$4,389.20
	- Pat Hines, Program Manager (Safe Moves)	20	
	- Pamela Nye Pedersen, Program Coordinator (Safe Moves)	40	
2.2	**Event Advertisement**		**$15,362.20**
	Advertising/promotional materials		$8,316.20

TASK #	DESCRIPTION	BUDGETED HOURS	TOTAL
	- Pat Hines, Program Manager (Safe Moves)	40	
	- Pamela Nye Pedersen, Program Coordinator (Safe Moves)	40	
	- Eve Mazzara, Graphic and Social Media Coordinator (Safe Moves)	30	
	85 event/workshops announcements posted & 508 posters printed/displayed		$7,046.00
	- Pat Hines, Program Manager (Safe Moves)	30	
	- Pamela Nye Pedersen, Program Coordinator (Safe Moves)	40	
	- Eve Mazzara, Graphic and Social Media Coordinator (Safe Moves)	30	
TOTAL FOR TASK 2		**380**	**$27,259.60**
3	**EDUCATION**		
3.1	**Safe Routes to School Maps**		**$14,494.50**
	Walk Audits (3 Schools)		$5,717.80
	- Pat Hines, Program Manager (Safe Moves)	25	
	- Pamela Nye Pedersen, Program Coordinator (Safe Moves)	15	
	- Quinn Danz, Instructor (Safe Moves)	25	
	- Will Mellon, Instructor (Safe Moves)	25	
	Infrastructure Deficiency Inventory List, Map & Costs		$3,810.60
	- Pat Hines, Program Manager (Safe Moves)	30	
	Review/Revise School Maps (14 schools)		$4,966.10
	- Pat Hines, Program Manager (Safe Moves)	30	
	- Pamela Nye Pedersen, Program Coordinator (Safe Moves)	25	
3.2	**Bicycle and Pedestrian Student Skills Training Rodeos**		**$16,982.60**
	Bike, Scooter & Pedestrian Skill Trainings & Summary		$16,982.60
	- Pat Hines, Program Manager (Safe Moves)	50	
	- Pamela Nye Pedersen, Program Coordinator (Safe Moves)	30	
	- Quinn Danz, Instructor (Safe Moves)	125	
	- Will Mellon, Instructor (Safe Moves)	125	
	Rodeo Toolkit (Developed in Year 1)		N/A
3.3	**Parent/Teacher/Coordinator Training Workshops**		**$18,767.10**
	Workshops		$11,375.30
	- Pat Hines, Program Manager (Safe Moves)	75	
	- Pamela Nye Pedersen, Program Coordinator (Safe Moves)	40	

TASK #	DESCRIPTION	BUDGETED HOURS	TOTAL
	SRTS Toolkit (1) (Developed in Year 1)		N/A
	Workshop Content		$7,391.80
	- Pat Hines, Program Manager (Safe Moves)	40	
	- Pamela Nye Pedersen, Program Coordinator (Safe Moves)	25	
	- Eve Mazzara, Graphic and Social Media Coordinator (Safe Moves)	25	
TOTAL FOR TASK 3		**710**	**$50,244.20**
4	**ENCOURAGEMENT**		
4.1	**Kick-off Event (1) NONE**		**N/A**
4.2	**Pop-Up Events (5)**		**$13,053.50**
	- Pat Hines, Program Manager (Safe Moves)	50	
	- Pamela Nye Pedersen, Program Coordinator (Safe Moves)	25	
	- Quinn Danz, Instructor (Safe Moves)	50	
	- Will Mellon, Instructor (Safe Moves)	50	
	- Marni Spencer-Devlin, Instructor (Safe Moves)	50	
4.3	**Encouragement Events**		**$27,147.80**
	Walking, scooter riding and bicycle riding encouragement events (51)		$27,147.80
	- Pat Hines, Program Manager (Safe Moves)	90	
	- Pamela Nye Pedersen, Program Coordinator (Safe Moves)	60	
	- Quinn Danz, Instructor (Safe Moves)	100	
	- Will Mellon, Instructor (Safe Moves)	100	
	- Marni Spencer-Devlin, Instructor (Safe Moves)	100	
	- Eve Mazzara, Graphic and Social Media Coordinator (Safe Moves)	40	
	OTS funded helmets and safety equipment (Purchased in year 1)		N/A
TOTAL FOR TASK 4		**715**	**$40,201.30**
5	**PROGRAM EVALUATON**		
5.1	**Surveys**		**$9,033.70**
	Pre and Post Parent Surveys and Student Tallies		$9,033.70
	- Pat Hines, Program Manager (Safe Moves)	30	
	- Pamela Nye Pedersen, Program Coordinator (Safe Moves)	40	

TASK #	DESCRIPTION	BUDGETED HOURS	TOTAL
	- Quinn Danz, Instructor (Safe Moves)	20	
	- Will Mellon, Instructor (Safe Moves)	20	
	- Marni Spencer-Devlin, Instructor (Safe Moves)	20	
	- Eve Mazzara, Graphic and Social Media Coordinator (Safe Moves)	25	
	OTS Pre and Post Helmet Surveys (17 Schools)		N/A
5.2	**(1) Annual Report (17 Schools)**		**$5,486.50**
	- Pat Hines, Program Manager (Safe Moves)	25	
	- Pamela Nye Pedersen, Program Coordinator (Safe Moves)	20	
	- Eve Mazzara, Graphic and Social Media Coordinator (Safe Moves)	30	
TOTAL FOR TASK 5		**230**	**$14,520.20**
TOTAL FOR ALL TASKS			**$153,822.10**
Printing			
Rodeo Flyer & Permission Form for 17 Rodeos			$ 1,500.00
508 Posters			$ 1,200.00
Safety Tips for Students & Parents			$ 2,500.00
51 Encouragement Event Flyers			$ 2,300.00
TOTAL FOR PRINTING			**$ 7,500.00**
YEAR 2 TOTAL			**$161,322.10**

4. The City will pay Consultant for Year 3 based on the fee breakdown below:

TASK #	DESCRIPTION	BUDGETED HOURS	Total
1	**PROJECT INITIATON**		
1.1	**Project Kick-Off Meeting - Meeting Agenda, Minutes, Action Items**		$3,002.60
	- Pat Hines, Program Manager (Safe Moves)	20	
	- Pamela Nye Pedersen, Program Coordinator (Safe Moves)	10	
1.2	**Staff Coordination with Consultant - Biweekly Meetings**		$12,472.60
	- Pat Hines, Program Manager (Safe Moves)	80	
	- Pamela Nye Pedersen, Program Coordinator (Safe Moves)	50	
1.3	**Project Invoicing - Monthly Progress Reports with Invoicing**		$6,121.60
	- Pat Hines, Program Manager (Safe Moves)	30	
	- Pamela Nye Pedersen, Program Coordinator (Safe	50	

TASK #	DESCRIPTION	BUDGETED HOURS	Total
	Moves)		
	TOTAL FOR TASK 1	**240**	**$21,596.80**
2	**OUTREACH**		
2.1	**Website, Voicemail, and Email**		**$11,897.40**
	Produce and monitor website		$7,508.20
	- Pat Hines, Program Manager (Safe Moves)	30	
	- Pamela Nye Pedersen, Program Coordinator (Safe Moves)	40	
	- Eve Mazzara, Graphic and Social Media Coordinator (Safe Moves)	40	
	Establish and monitor phone lines/voicemails/emails		$4,389.20
	- Pat Hines, Program Manager (Safe Moves)	20	
	- Pamela Nye Pedersen, Program Coordinator (Safe Moves)	40	
2.2	**Event Advertisement**		**$15,362.20**
	Advertising/promotional materials		$8,316.20
	- Pat Hines, Program Manager (Safe Moves)	40	
	- Pamela Nye Pedersen, Program Coordinator (Safe Moves)	40	
	- Eve Mazzara, Graphic and Social Media Coordinator (Safe Moves)	30	
	85 event/workshops announcements posted & 508 posters printed/displayed		$7,046.00
	- Pat Hines, Program Manager (Safe Moves)	30	
	- Pamela Nye Pedersen, Program Coordinator (Safe Moves)	40	
	- Eve Mazzara, Graphic and Social Media Coordinator (Safe Moves)	30	
	TOTAL FOR TASK 2	**380**	**$27,259.60**
3	**EDUCATION**		
3.1	**Safe Routes to School Maps**		**$14,494.50**
	Walk Audits (3 Schools)		$5,717.80
	- Pat Hines, Program Manager (Safe Moves)	25	
	- Pamela Nye Pedersen, Program Coordinator (Safe Moves)	15	
	- Quinn Danz, Instructor (Safe Moves)	25	
	- Will Mellon, Instructor (Safe Moves)	25	
	Infrastructure Deficiency Inventory List, Map & Costs		$3,810.60
	- Pat Hines, Program Manager (Safe Moves)	30	
	Review/Revise School Maps (14 schools)		$4,966.10

TASK #	DESCRIPTION	BUDGETED HOURS	Total
	- Pat Hines, Program Manager (Safe Moves)	30	
	- Pamela Nye Pedersen, Program Coordinator (Safe Moves)	25	
3.2	**Bicycle and Pedestrian Student Skills Training Rodeos**		**$16,982.60**
	Bike, Scooter & Pedestrian Skill Trainings & Summary		$16,982.60
	- Pat Hines, Program Manager (Safe Moves)	50	
	- Pamela Nye Pedersen, Program Coordinator (Safe Moves)	30	
	- Quinn Danz, Instructor (Safe Moves)	125	
	- Will Mellon, Instructor (Safe Moves)	125	
	Rodeo Toolkit (Developed in Year 1)		N/A
3.3	**Parent/Teacher/Coordinator Training Workshops**		**$18,767.10**
	Workshops		$11,375.30
	- Pat Hines, Program Manager (Safe Moves)	75	
	- Pamela Nye Pedersen, Program Coordinator (Safe Moves)	40	
	SRTS Toolkit (1) (Developed in Year 1)		N/A
	Workshop Content		$7,391.80
	- Pat Hines, Program Manager (Safe Moves)	40	
	- Pamela Nye Pedersen, Program Coordinator (Safe Moves)	25	
	- Eve Mazzara, Graphic and Social Media Coordinator (Safe Moves)	25	
	TOTAL FOR TASK 3	**710**	**$50,244.20**
4	**ENCOURAGEMENT**		
4.1	**Kick-off Event (1) NONE**		**N/A**
4.2	**Pop-Up Events (5)**		**$13,053.50**
	- Pat Hines, Program Manager (Safe Moves)	50	
	- Pamela Nye Pedersen, Program Coordinator (Safe Moves)	25	
	- Quinn Danz, Instructor (Safe Moves)	50	
	- Will Mellon, Instructor (Safe Moves)	50	
	- Marni Spencer-Devlin, Instructor (Safe Moves)	50	
4.3	**Encouragement Events**		**$27,147.80**
	Walking, scooter riding and bicycle riding encouragement events (51)		$27,147.80
	- Pat Hines, Program Manager (Safe Moves)	90	
	- Pamela Nye Pedersen, Program Coordinator (Safe Moves)	60	

TASK #	DESCRIPTION	BUDGETED HOURS	Total
	- Quinn Danz, Instructor (Safe Moves)	100	
	- Will Mellon, Instructor (Safe Moves)	100	
	- Marni Spencer-Devlin, Instructor (Safe Moves)	100	
	- Eve Mazzara, Graphic and Social Media Coordinator (Safe Moves)	40	
	OTS funded helmets and safety equipment (Purchased in year 1)		N/A
TOTAL FOR TASK 4		**715**	**$40,201.30**
5	**PRORGRAM EVALUATION**		
5.1	**Surveys**		**$9,033.70**
	Pre and Post Parent Surveys and Student Tallies		$9,033.70
	- Pat Hines, Program Manager (Safe Moves)	30	
	- Pamela Nye Pedersen, Program Coordinator (Safe Moves)	40	
	- Quinn Danz, Instructor (Safe Moves)	20	
	- Will Mellon, Instructor (Safe Moves)	20	
	- Marni Spencer-Devlin, Instructor (Safe Moves)	20	
	- Eve Mazzara, Graphic and Social Media Coordinator (Safe Moves)	25	
	OTS Pre and Post Helmet Surveys (17 Schools)		N/A
5.2	**(1) Annual Report (17 Schools) & Program Evaluation Report (17 Schools)**		**$8,316.20**
	- Pat Hines, Program Manager (Safe Moves)	40	
	- Pamela Nye Pedersen, Program Coordinator (Safe Moves)	30	
	- Eve Mazzara, Graphic and Social Media Coordinator (Safe Moves)	40	
TOTAL FOR TASK 5		**265**	**$17,349.90**
TOTAL FOR ALL TASKS			**$156,651.80**
Printing			
Rodeo Flyer & Permission Form for 17 Rodeos			$ 1,500.00
508 Posters			$ 1,200.00
Safety Tips for Students & Parents			$ 2,500.00
51 Encouragement Event Flyers			$ 2,300.00
TOTAL FOR PRINTING			**$ 7,500.00**
YEAR 3 TOTAL			**$164,151.80**

23-936 **Agenda Date: 10/10/2023**

REPORT TO COUNCIL

SUBJECT

Action on a Grant Agreement with the California Office of Traffic Safety, and Amendment No. 1 to the Agreement with Safe Moves, Inc., for the Safe Routes to School Program, and Related Budget Amendments

COUNCIL PILLAR

Deliver and Enhance High Quality Efficient Services and Infrastructure

BACKGROUND

The City administers the Safe Routes to School Program (SRTS Program) through a collaborative effort with the Santa Clara Unified School District (SCUSD). Currently, there are 17 schools participating in the program. The program offers Safe Routes to School Maps, Bicycle & Pedestrian Rodeos, Walk & Bike to School Days, Traffic Safety Equipment Giveaways, Safety Education Curriculum, and Parent and School District staff workshops.

In July 2022, the City received a California Office of Traffic Safety (OTS) grant award in the amount of $25,000. OTS is the agency responsible for administering traffic safety grants made available to California by the National Highway Traffic Safety Administration (NHTSA). These grant funds were used to supplement the City's SRTS Program by purchasing bicycle helmets and conducting bicycle and pedestrian rodeos. In January 2023 the Department of Public Works (DPW) submitted another grant application to the OTS for additional funds to supplement the SRTS Program with additional activities and materials. On July 17, 2023, DPW received notification that the City was tentatively awarded a $45,200 grant from OTS.

In November 2022, Council approved an agreement with Safe Moves, Inc. to assist the City in the areas of education, encouragement, and evaluation for the City's SRTS Program. An amendment to this Agreement is needed to reflect the additional work associated with the latest OTS grant.

The purpose of this report is to request approval from Council for the City Manager to execute the Grant Agreement with OTS (Grant Agreement) and Amendment No. 1 to the agreement with Safe Moves. Both documents are required to be executed prior to OTS' release of the additional grant funds.

DISCUSSION

As a recipient, the City is required to execute the Grant Agreement before OTS can approve the award of $45,200. The Grant Agreement specifies that the grant funds must be expended between October 1, 2023 and September 30, 2024. Therefore, staff is requesting that Council authorize the City Manager to execute the Grant Agreement as the Authorizing Official on behalf of the City.

The State-approved grant budget is for "Contractual Services" reflected in the Amendment No. 1 with Safe Moves, which specifies that the grant funds will be used for the purchase of helmets and other equipment, as well as holding student assemblies and bike rodeos. The full amount of the grant ($45,200) is being added to the Safe Moves agreement, for a revised total not-to-exceed amount of $645,200.

ENVIRONMENTAL REVIEW

The action being considered does not constitute a "project" within the meaning of the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15378(a) as it has no potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment.

FISCAL IMPACT

The recommended budget action recognizes OTS grant funding in the amount of $45,200 and allocates those funds to a new 2023 Santa Clara School Pedestrian and Bicycle Safety Project in the Streets and Highways Capital Fund. This project will provide funding for Amendment No. 1 with Safe Moves.

Amendment No. 1 with Safe Moves for the SRTS program will increase the current $600,000 agreement by $45,200 for a total not to exceed amount of $645,200.

The table below summarizes the budget action for FY 2023/24.

Budget Amendment
FY 2023/24

	Current	Increase/ (Decrease)	Revised
Streets and Highways Capital Fund			
Revenues			
Other Agencies Revenue (OTS Grant)	$19,712,116	$45,200	$19,757,316
Expenditures			
2023 Santa Clara School Pedestrian and Bicycle Safety Project (New Project)	$0	$45,200	$45,200

COORDINATION

This report has been coordinated with the City Manager's Office, the Finance Department and the City Attorney's Office.

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email clerk@santaclaraca.gov <mailto:clerk@santaclaraca.gov> or at the

public information desk at any City of Santa Clara public library.

RECOMMENDATION

1. Authorize the City Manager to execute and take all necessary steps to approve the Grant Agreement between the City of Santa Clara and the State of California Office of Traffic Safety in the amount of $45,200 for the Safe Routes to School Program, in a final form approved by the City Attorney;
2. Authorize the City Manager to execute Amendment No. 1 to the Agreement with Safe Moves, Inc. to increase the maximum compensation by $45,200 for a revised not-to-exceed amount of $645,200, to provide equipment and services in support of the Safe Routes to School Program, in a final form approved by the City Attorney;
3. Authorize the City Manager to make minor modifications to both agreements and to extend the terms, if needed, in a final form approved by the City Attorney; and
4. Approve the FY 2023/24 budget amendment in the Streets and Highways Capital Fund to increase the Other Agencies Revenue estimate by $45,200 to recognize grant funding for the OTS grant and establish the 2023 Santa Clara School Pedestrian and Bicycle Safety Project in the amount of $45,200 **(five affirmative Council votes required to appropriate additional revenue)**.

Reviewed by: Craig Mobeck, Director of Public Works
Approved by: Jōvan D. Grogan, City Manager

ATTACHMENTS

1. Office of Traffic Safety Grant Agreement
2. Original Agreement with Safe Moves
3. Amendment No.1 with Safe Moves

AMENDMENT NO. 2
TO THE AGREEMENT FOR SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
SAFE MOVES, INC.

PREAMBLE

This agreement ("Amendment No. 2") is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Safe Moves, Inc., a California corporation, (Consultant). City and Consultant may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

A. The Parties previously entered into an agreement entitled "Agreement for Services Between the City of Santa Clara, California, and Safe Moves, Inc.", dated November 11, 2022 (Agreement);

B. The Agreement was previously amended by Amendment No. 1, dated October 17, 2023, and is again amended by this Amendment No. 2. The Agreement and all previous amendments are collectively referred to herein as the "Agreement as Amended"; and

C. The Parties entered into the Agreement as Amended for the purpose of having Consultant provide professional services to organize, facilitate, promote events, and activities relating to the City's Safe Routes to School program and facilities in the program, and the Parties now wish to amend the Agreement as Amended to increase compensation by $69,050 for a revised total not-to-exceed maximum compensation of $714,250.

NOW, THEREFORE, the Parties agree as follows:

AMENDMENT TERMS AND CONDITIONS

1. Section 6 of the Agreement as Amended, entitled "COMPENSATION AND PAYMENT" is amended to read as follows:

   "In consideration for Consultant's complete performance of Services, City shall pay Consultant for all materials provided and Services rendered by Consultant in accordance with Second Revised Exhibit B1, entitled "SCHEDULE OF FEES." The maximum compensation of this Agreement is **Seven Hundred Fourteen Thousand Two Hundred Fifty Dollars ($714,250)**, subject to budget appropriations, which includes all payments that may be authorized for Services

and for expenses, supplies, materials and equipment required to perform the Services. All work performed or materials provided in excess of the maximum compensation shall be at Consultant's expense. Consultant shall not be entitled to any payment above the maximum compensation under any circumstance."

2. Revised Exhibit B1 of the Agreement, entitled "SCHEDULE OF FEES' is hereby amended to read as show in Second Revised Exhibit B1, attached herein.

3. Revised Exhibit B2 of the Agreement, entitled "FEES BY TASK AND YEAR" is hereby amendment to read as shown in Second Revised Exhibit B2, attached herein.

4. Except as set forth herein, all other terms and conditions of the Agreement as Amended shall remain in full force and effect. In case of a conflict in the terms of the Agreement as Amended and this Amendment No. 2, the provisions of this Amendment No. 2 shall control.

SIGNATURES ON NEXT PAGE

The Parties acknowledge and accept the terms and conditions of this Amendment No. 2 as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form: Dated: _____

GLEN R. GOOGINS
City Attorney

JŌVAN D. GROGAN
City Manager
City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

SAFE MOVES, INC.
a California corporation

Dated: _____

By (Signature): _____

Name: Pat Hines

Title: Founder/Executive Director

Principal Place of Business Address: 15500 Erwin Street, #2457 Van Nuys, CA 91411

Email Address: phinesafety@aol.com

Telephone: (408) 374-8991

Fax: N/A

"CONSULTANT"

SECOND REVISED EXHIBIT B1
SCHEDULE OF FEES

1. MAXIMUM COMPENSATION

1.1. The maximum amount payable for all services provided under this Agreement shall not exceed **Seven Hundred Fourteen Thousand Two Hundred Fifty Dollars ($714,250)**, during the three-year initial term of the Agreement. No additional services will be performed unless both Parties execute an amendment outlining the services requested and the compensation agreed for such services.

1.2. All payments are based upon City's acceptance of Consultant's performance of services specified in Exhibit A, Scope of Services. City shall have no obligation to pay unless Consultant has successfully completed the work for which payment is due.

1.3. The compensation amount is specified below:

Table B1: Total Compensation

Description	Total
Total for All Tasks for Three Program Years (See Second Revised Exhibit B2 for Task Cost Breakdown by Year)	$568,384.75
Contingency (Shall be used only for additional scope.)	$31,615.25
ORIGINAL TOTAL MAXIMUM COMPENSATION NOT-TO-EXCEED	**$600,000.00**
Amendment No. 1	$45,200.00
REVISED TOTAL MAXIMUM COMPENSATION NOT-TO-EXCEED	**$645,200.00**
Amendment No. 2	$69,050.00
SECOND REVISED TOTAL MAXIMUM COMPENSATION NOT-TO-EXCEED	**$714,250.00**

2. FEES

2.1. The hourly rates for Consultant's Personnel are listed below in Table B2:

Table B2: Hourly Rates

Title	Personnel	Hourly Rate
Program Manager (Safe Moves)	Pat Hines	$127.02
Program Coordinator (Safe Moves)	Pamela Nye Pedersen	$46.22

Title	Personnel	Hourly Rate
Instructor (Safe Moves)	Quinn Danz	$36.98
Instructor (Safe Moves)	Will Mellon	$36.98
Instructor (Safe Moves)	Marni Spencer-Delvin	$36.98
Graphic and Social Media Coordinator (Safe Moves)	Eve Mazzara	$46.22
Program Manager (KOA)	Carlos Velasquez	$164.99
Associate Planner (KOA)	Alberto Salgado	$54.19
Associate Planner (KOA)	Sarai Osorio	$51.76

2.2. The City will pay the Consultant for each task based on the task breakdown specified in Revised Exhibit B2.

3. PRICING

3.1. All hourly rates are fixed for the Initial Three-Year Term of the Agreement.

3.2. Consultant may request price adjustments after the initial three year term. Any price increases must be supported by a relevant industry specific index. Requests for increase must be fully documented by Consultant. Price adjustments are subject to City's approval.

4. INVOICING REQUIREMENTS

4.1. Consultant shall invoice the City on a monthly basis for services performed by Consultant during the preceding month and provide the invoice in a format approved by the City, including but not limited to the information listed under Section 4.3 below.

4.2. City shall pay Consultant within thirty (30) days of City's receipt of an approved invoice.

4.3. Invoices shall include, at a minimum, the following:

1.3.1. Identify the task services were provided for;

1.3.2. Description of work performed;

1.3.3. Deliverables completed;

1.3.4. Amount for services provided by task;

1.3.5. The not-to-exceed amount for the task, invoiced amount to date, amount for the current invoice, and remaining not-to-exceed amount for the task.

SECOND REVISED EXHIBIT B2

FEES BY TASK AND YEAR

1. AMENDMENT NO. 2

   1.1. The following tasks are being funded by the 2024 California Office of Traffic Safety Grant and will be completed in Year 3. These tasks must be completed prior to September 30, 2025 and at the following cost.

Activity	Unit Cost/Rate	Units	Total Cost
Traffic Safety Student Assemblies	$200.00	75	$15,000.00
Bike Rodeos	$1,500.00	25	$37,500.00
Bicycle Rodeo Activity Supplies	$11,550.00	1	$11,550.00
Pedestrian/Bicycle Safety Items	$2,000.00	1	$ 2,000.00
Bicycle Helmets	$10.00	300	$3,000.00
TOTAL			**$ 69,050.00**

2. AMENDMENT NO. 1

   2.1. The following number of tasks are being funded by the 2023 California Office of Traffic Safety Grant and will be completed in Year 2. These tasks must be completed by September 30, 2024 and at the following cost:

Activity	Unit Cost/Rate	Units	Total Cost
Bike Rodeo	$1,000.00	30	$ 30,000.00
Student Assemblies	$150.00	68	$ 10,200.00
Bicycle Helmets	$10.00	300	$3,000.00
Bicycle Safety Equipment	$2,000.00	1	$2,000.00
TOTAL			**$ 45,200.00**

3. The City will pay Consultant for Year 1 based on the fee breakdown below:

TASK #	DESCRIPTION	BUDGETED HOURS	TOTAL
1	**PROJECT INITIATION**		
1.1	**Project Kick-Off Meeting - Meeting Agenda, Minutes, Action Items**		**$3,002.60**
	- Pat Hines, Program Manager (Safe Moves)	20	
	- Pamela Nye Pedersen, Program Coordinator (Safe Moves)	10	
1.2	**Staff Coordination with Consultant - Biweekly Meetings**		**$12,472.60**
	- Pat Hines, Program Manager (Safe Moves)	80	

TASK #	DESCRIPTION	BUDGETED HOURS	TOTAL
	- Pamela Nye Pedersen, Program Coordinator (Safe Moves)	50	
1.3	**Project Invoicing - Monthly Progress Reports with Invoicing**		**$6,121.60**
	- Pat Hines, Program Manager (Safe Moves)	30	
	- Pamela Nye Pedersen, Program Coordinator (Safe Moves)	50	
TOTAL FOR TASK 1		**240**	**$21,596.80**
2	**OUTREACH**		
2.1	**Website, Voicemail, and Email**		**$13,284.00**
	Produce and monitor website		$8,894.80
	- Pat Hines, Program Manager (Safe Moves)	30	
	- Pamela Nye Pedersen, Program Coordinator (Safe Moves)	40	
	- Eve Mazzara, Graphic and Social Media Coordinator (Safe Moves)	70	
	Establish and monitor phone lines/voicemails/emails		$4,389.20
	- Pat Hines, Program Manager (Safe Moves)	20	
	- Pamela Nye Pedersen, Program Coordinator (Safe Moves)	40	
2.2	**Event Advertisement**		**$17,211.00**
	Advertising/promotional materials		$9,240.60
	- Pat Hines, Program Manager (Safe Moves)	40	
	- Pamela Nye Pedersen, Program Coordinator (Safe Moves)	40	
	- Eve Mazzara, Graphic and Social Media Coordinator (Safe Moves)	50	
	85 event/workshops announcements posted & 508 posters printed/displayed		$7,970.40
	- Pat Hines, Program Manager (Safe Moves)	30	
	- Pamela Nye Pedersen, Program Coordinator (Safe Moves)	40	
	- Eve Mazzara, Graphic and Social Media Coordinator (Safe Moves)	50	
TOTAL FOR TASK 2		**450**	**$30,495.00**
3	**EDUCATION**		
3.1	**Safe Routes to School Maps**		**$37,627.15**
	Walk Audits (3 Schools)		$15,005.05
	- Pat Hines, Program Manager (Safe Moves)	25	
	- Pamela Nye Pedersen, Program Coordinator	15	

TASK #	DESCRIPTION	BUDGETED HOURS	TOTAL
	(Safe Moves)		
	- Quinn Danz, Instructor (Safe Moves)	25	
	- Will Mellon, Instructor (Safe Moves)	25	
	- Marni Spencer-Devlin, Instructor (Safe Moves)	25	
	- Carlos Velasquez, Program Manager (KOA)	25	
	- Alberto Salgado, Associate Planner (KOA)	40	
	- Sarai Osorio, Associate Planner (KOA)	40	
	Infrastructure Deficiency Inventory List, Map & Costs		$9,993.70
	- Pat Hines, Program Manager (Safe Moves)	30	
	- Carlos Velasquez, Program Manager (KOA)	15	
	- Alberto Salgado, Associate Planner (KOA)	35	
	- Sarai Osorio, Associate Planner (KOA)	35	
	Review/Revise School Maps (14 schools)		$12,628.40
	- Pat Hines, Program Manager (Safe Moves)	30	
	- Pamela Nye Pedersen, Program Coordinator (Safe Moves)	25	
	- Quinn Danz, Instructor (Safe Moves)	10	
	- Will Mellon, Instructor (Safe Moves)	15	
	- Marni Spencer-Devlin, Instructor (Safe Moves)	15	
	- Carlos Velasquez, Program Manager (KOA)	15	
	- Alberto Salgado, Associate Planner (KOA)	35	
	- Sarai Osorio, Associate Planner (KOA)	35	
3.2	**Bicycle and Pedestrian Student Skills Training Rodeos**		**$16,982.60**
	Bike, Scooter & Pedestrian Skill Trainings & Summary		$16,982.60
	- Pat Hines, Program Manager (Safe Moves)	50	
	- Pamela Nye Pedersen, Program Coordinator (Safe Moves)	30	
	- Quinn Danz, Instructor (Safe Moves)	125	
	- Will Mellon, Instructor (Safe Moves)	125	
	Rodeo Toolkit (See pricing under Printing Year 1 Category and SRTS Toolkit under Task 3.3)		
3.3	**Parent/Teacher/Coordinator Training Workshops**		**$30,837.40**
	Workshops		$11,375.30
	- Pat Hines, Program Manager (Safe Moves)	75	
	- Pamela Nye Pedersen, Program Coordinator (Safe Moves)	40	
	SRTS Toolkit (1)		$12,070.30
	- Pat Hines, Program Manager (Safe Moves)	55	
	- Pamela Nye Pedersen, Program Coordinator	30	

TASK #	DESCRIPTION	BUDGETED HOURS	TOTAL
	(Safe Moves)		
	- Eve Mazzara, Graphic and Social Media Coordinator (Safe Moves)	80	
	Workshop Content		$7,391.80
	- Pat Hines, Program Manager (Safe Moves)	40	
	- Pamela Nye Pedersen, Program Coordinator (Safe Moves)	25	
	- Eve Mazzara, Graphic and Social Media Coordinator (Safe Moves)	25	
TOTAL FOR TASK 3		**1215**	**$85,447.15**
4	**ENCOURAGEMENT**		
4.1	**Kick-off Event (1)**		**$7,058.10**
	- Pat Hines, Program Manager (Safe Moves)	25	
	- Pamela Nye Pedersen, Program Coordinator (Safe Moves)	25	
	- Quinn Danz, Instructor (Safe Moves)	10	
	- Will Mellon, Instructor (Safe Moves)	10	
	- Marni Spencer-Devlin, Instructor (Safe Moves)	10	
	- Eve Mazzara, Graphic and Social Media Coordinator (Safe Moves)	35	
4.2	**Pop-Up Events (5)**		**$13,053.50**
	- Pat Hines, Program Manager (Safe Moves)	50	
	- Pamela Nye Pedersen, Program Coordinator (Safe Moves)	25	
	- Quinn Danz, Instructor (Safe Moves)	50	
	- Will Mellon, Instructor (Safe Moves)	50	
	- Marni Spencer-Devlin, Instructor (Safe Moves)	50	
4.3	**Encouragement Events**		**$35,037.90**
	Walking, scooter riding and bicycle riding encouragement events (51)		$28,072.20
	- Pat Hines, Program Manager (Safe Moves)	90	
	- Pamela Nye Pedersen, Program Coordinator (Safe Moves)	60	
	- Quinn Danz, Instructor (Safe Moves)	100	
	- Will Mellon, Instructor (Safe Moves)	100	
	- Marni Spencer-Devlin, Instructor (Safe Moves)	100	
	- Eve Mazzara, Graphic and Social Media	60	

TASK #	DESCRIPTION	BUDGETED HOURS	TOTAL
	Coordinator (Safe Moves)		
	OTS funded helmets and safety equipment		$6,965.70
	- Pat Hines, Program Manager (Safe Moves)	25	
	- Pamela Nye Pedersen, Program Coordinator (Safe Moves)	50	
	- Quinn Danz, Instructor (Safe Moves)	20	
	- Will Mellon, Instructor (Safe Moves)	20	
TOTAL FOR TASK 4		**965**	**$55,149.50**
5	**PROGRAM EVALUATION**		
5.1	**Surveys**		**$24,745.90**
	Pre and Post Parent Surveys and Student Tallies		$9,033.70
	- Pat Hines, Program Manager (Safe Moves)	30	
	- Pamela Nye Pedersen, Program Coordinator (Safe Moves)	40	
	- Quinn Danz, Instructor (Safe Moves)	20	
	- Will Mellon, Instructor (Safe Moves)	20	
	- Marni Spencer-Devlin, Instructor (Safe Moves)	20	
	- Eve Mazzara, Graphic and Social Media Coordinator (Safe Moves)	25	
	OTS Pre and Post Helmet Surveys (17 Schools)		$15,712.20
	- Pat Hines, Program Manager (Safe Moves)	40	
	- Pamela Nye Pedersen, Program Coordinator (Safe Moves)	40	
	- Quinn Danz, Instructor (Safe Moves)	50	
	- Will Mellon, Instructor (Safe Moves)	50	
	- Marni Spencer-Devlin, Instructor (Safe Moves)	100	
	- Eve Mazzara, Graphic and Social Media Coordinator (Safe Moves)	30	
5.2	**(1) Annual Report (17 Schools)**		**$5,486.50**
	- Pat Hines, Program Manager (Safe Moves)	25	
	- Pamela Nye Pedersen, Program Coordinator (Safe Moves)	20	
	- Eve Mazzara, Graphic and Social Media Coordinator (Safe Moves)	30	
TOTAL FOR TASK 5		**540**	**$30,232.40**
TOTAL FOR ALL TASKS			**$222,920.85**
Printing			
Rodeo Flyer & Permission Form for 17 Rodeos			$ 1,500.00

TASK #	DESCRIPTION	BUDGETED HOURS	TOTAL
SRTS Toolkit (Guide)			$ 2,500.00
508 Posters			$ 1,200.00
Safety Tips for Students & Parents			$ 2,500.00
51 Encouragement Event Flyers			$ 2,300.00
TOTAL FOR PRINTING			**$ 10,000.00**
EQUIPMENT (PURCHASED FIRST YEAR FOR ALL 3 YEARS)			
714 OTS Funded Helmets @ $7.00 per helmet (includes tax & handling)			$ 5,000.00
2,500 Pedometers @ $1.00 per pedometer (includes tax & handling)			$ 2,500.00
300 Front/Rear Bike Lights @ $8.30 per light (includes tax & handling)			$ 2,490.00
TOTAL FOR EQUIPMENT			**$ 9,990.00**
YEAR 1 TOTAL			**$242,910.85**

4. The City will pay Consultant for Year 2 based on the fee breakdown below:

TASK #	DESCRIPTION	BUDGETED HOURS	TOTAL
1	**PROJECT INITIATION**		
1.1	**Project Kick-Off Meeting - Meeting Agenda, Minutes, Action Items**		**$3,002.60**
	- Pat Hines, Program Manager (Safe Moves)	20	
	- Pamela Nye Pedersen, Program Coordinator (Safe Moves)	10	
1.2	**Staff Coordination with Consultant - Biweekly Meetings**		**$12,472.60**
	- Pat Hines, Program Manager (Safe Moves)	80	
	- Pamela Nye Pedersen, Program Coordinator (Safe Moves)	50	
1.3	**Project Invoicing - Monthly Progress Reports with Invoicing**		**$6,121.60**
	- Pat Hines, Program Manager (Safe Moves)	30	
	- Pamela Nye Pedersen, Program Coordinator (Safe Moves)	50	
TOTAL FOR TASK 1		**240**	**$21,596.80**
2	**OUTREACH**		
2.1	**Website, Voicemail, and Email**		**$11,897.40**
	<u>Produce and monitor website</u>		$7,508.20
	- Pat Hines, Program Manager (Safe Moves)	30	
	- Pamela Nye Pedersen, Program Coordinator (Safe Moves)	40	
	- Eve Mazzara, Graphic and Social Media Coordinator (Safe Moves)	40	

TASK #	DESCRIPTION	BUDGETED HOURS	TOTAL
	Establish and monitor phone lines/voicemails/emails		$4,389.20
	- Pat Hines, Program Manager (Safe Moves)	20	
	- Pamela Nye Pedersen, Program Coordinator (Safe Moves)	40	
2.2	**Event Advertisement**		**$15,362.20**
	Advertising/promotional materials		$8,316.20
	- Pat Hines, Program Manager (Safe Moves)	40	
	- Pamela Nye Pedersen, Program Coordinator (Safe Moves)	40	
	- Eve Mazzara, Graphic and Social Media Coordinator (Safe Moves)	30	
	85 event/workshops announcements posted & 508 posters printed/displayed		$7,046.00
	- Pat Hines, Program Manager (Safe Moves)	30	
	- Pamela Nye Pedersen, Program Coordinator (Safe Moves)	40	
	- Eve Mazzara, Graphic and Social Media Coordinator (Safe Moves)	30	
TOTAL FOR TASK 2		**380**	**$27,259.60**
3	**EDUCATION**		
3.1	**Safe Routes to School Maps**		**$14,494.50**
	Walk Audits (3 Schools)		$5,717.80
	- Pat Hines, Program Manager (Safe Moves)	25	
	- Pamela Nye Pedersen, Program Coordinator (Safe Moves)	15	
	- Quinn Danz, Instructor (Safe Moves)	25	
	- Will Mellon, Instructor (Safe Moves)	25	
	Infrastructure Deficiency Inventory List, Map & Costs		$3,810.60
	- Pat Hines, Program Manager (Safe Moves)	30	
	Review/Revise School Maps (14 schools)		$4,966.10
	- Pat Hines, Program Manager (Safe Moves)	30	
	- Pamela Nye Pedersen, Program Coordinator (Safe Moves)	25	
3.2	**Bicycle and Pedestrian Student Skills Training Rodeos**		**$16,982.60**
	Bike, Scooter & Pedestrian Skill Trainings & Summary		$16,982.60
	- Pat Hines, Program Manager (Safe Moves)	50	
	- Pamela Nye Pedersen, Program Coordinator (Safe Moves)	30	
	- Quinn Danz, Instructor (Safe Moves)	125	
	- Will Mellon, Instructor (Safe Moves)	125	

TASK #	DESCRIPTION	BUDGETED HOURS	TOTAL
	Rodeo Toolkit (Developed in Year 1)		N/A
3.3	**Parent/Teacher/Coordinator Training Workshops**		**$18,767.10**
	Workshops		$11,375.30
	- Pat Hines, Program Manager (Safe Moves)	75	
	- Pamela Nye Pedersen, Program Coordinator (Safe Moves)	40	
	SRTS Toolkit (1) (Developed in Year 1)		N/A
	Workshop Content		$7,391.80
	- Pat Hines, Program Manager (Safe Moves)	40	
	- Pamela Nye Pedersen, Program Coordinator (Safe Moves)	25	
	- Eve Mazzara, Graphic and Social Media Coordinator (Safe Moves)	25	
TOTAL FOR TASK 3		**710**	**$50,244.20**
4	**ENCOURAGEMENT**		
4.1	**Kick-off Event (1) NONE**		**N/A**
4.2	**Pop-Up Events (5)**		**$13,053.50**
	- Pat Hines, Program Manager (Safe Moves)	50	
	- Pamela Nye Pedersen, Program Coordinator (Safe Moves)	25	
	- Quinn Danz, Instructor (Safe Moves)	50	
	- Will Mellon, Instructor (Safe Moves)	50	
	- Marni Spencer-Devlin, Instructor (Safe Moves)	50	
4.3	**Encouragement Events**		**$27,147.80**
	Walking, scooter riding and bicycle riding encouragement events (51)		$27,147.80
	- Pat Hines, Program Manager (Safe Moves)	90	
	- Pamela Nye Pedersen, Program Coordinator (Safe Moves)	60	
	- Quinn Danz, Instructor (Safe Moves)	100	
	- Will Mellon, Instructor (Safe Moves)	100	
	- Marni Spencer-Devlin, Instructor (Safe Moves)	100	
	- Eve Mazzara, Graphic and Social Media Coordinator (Safe Moves)	40	
	OTS funded helmets and safety equipment (Purchased in year 1)		N/A
TOTAL FOR TASK 4		**715**	**$40,201.30**

TASK #	DESCRIPTION	BUDGETED HOURS	TOTAL
5	**PROGRAM EVALUATION**		
5.1	**Surveys**		**$9,033.70**
	Pre and Post Parent Surveys and Student Tallies		$9,033.70
	- Pat Hines, Program Manager (Safe Moves)	30	
	- Pamela Nye Pedersen, Program Coordinator (Safe Moves)	40	
	- Quinn Danz, Instructor (Safe Moves)	20	
	- Will Mellon, Instructor (Safe Moves)	20	
	- Marni Spencer-Devlin, Instructor (Safe Moves)	20	
	- Eve Mazzara, Graphic and Social Media Coordinator (Safe Moves)	25	
	OTS Pre and Post Helmet Surveys (17 Schools)		N/A
5.2	**(1) Annual Report (17 Schools)**		**$5,486.50**
	- Pat Hines, Program Manager (Safe Moves)	25	
	- Pamela Nye Pedersen, Program Coordinator (Safe Moves)	20	
	- Eve Mazzara, Graphic and Social Media Coordinator (Safe Moves)	30	
TOTAL FOR TASK 5		**230**	**$14,520.20**
TOTAL FOR ALL TASKS			**$153,822.10**
Printing			
Rodeo Flyer & Permission Form for 17 Rodeos			$ 1,500.00
508 Posters			$ 1,200.00
Safety Tips for Students & Parents			$ 2,500.00
51 Encouragement Event Flyers			$ 2,300.00
TOTAL FOR PRINTING			**$ 7,500.00**
YEAR 2 TOTAL			**$161,322.10**

5. The City will pay Consultant for Year 3 based on the fee breakdown below:

TASK #	DESCRIPTION	BUDGETED HOURS	Total
1	**PROJECT INITIATION**		
1.1	**Project Kick-Off Meeting - Meeting Agenda, Minutes, Action Items**		$3,002.60
	- Pat Hines, Program Manager (Safe Moves)	20	
	- Pamela Nye Pedersen, Program Coordinator (Safe Moves)	10	
1.2	**Staff Coordination with Consultant - Biweekly Meetings**		$12,472.60

TASK #	DESCRIPTION	BUDGETED HOURS	Total
	- Pat Hines, Program Manager (Safe Moves)	80	
	- Pamela Nye Pedersen, Program Coordinator (Safe Moves)	50	
1.3	**Project Invoicing - Monthly Progress Reports with Invoicing**		$6,121.60
	- Pat Hines, Program Manager (Safe Moves)	30	
	- Pamela Nye Pedersen, Program Coordinator (Safe Moves)	50	
	TOTAL FOR TASK 1	**240**	**$21,596.80**
2	**OUTREACH**		
2.1	**Website, Voicemail, and Email**		**$11,897.40**
	Produce and monitor website		$7,508.20
	- Pat Hines, Program Manager (Safe Moves)	30	
	- Pamela Nye Pedersen, Program Coordinator (Safe Moves)	40	
	- Eve Mazzara, Graphic and Social Media Coordinator (Safe Moves)	40	
	Establish and monitor phone lines/voicemails/emails		$4,389.20
	- Pat Hines, Program Manager (Safe Moves)	20	
	- Pamela Nye Pedersen, Program Coordinator (Safe Moves)	40	
2.2	**Event Advertisement**		**$15,362.20**
	Advertising/promotional materials		$8,316.20
	- Pat Hines, Program Manager (Safe Moves)	40	
	- Pamela Nye Pedersen, Program Coordinator (Safe Moves)	40	
	- Eve Mazzara, Graphic and Social Media Coordinator (Safe Moves)	30	
	85 event/workshops announcements posted & 508 posters printed/displayed		$7,046.00
	- Pat Hines, Program Manager (Safe Moves)	30	
	- Pamela Nye Pedersen, Program Coordinator (Safe Moves)	40	
	- Eve Mazzara, Graphic and Social Media Coordinator (Safe Moves)	30	
	TOTAL FOR TASK 2	**380**	**$27,259.60**
3	**EDUCATION**		
3.1	**Safe Routes to School Maps**		**$14,494.50**
	Walk Audits (3 Schools)		$5,717.80
	- Pat Hines, Program Manager (Safe Moves)	25	
	- Pamela Nye Pedersen, Program Coordinator (Safe	15	

TASK #	DESCRIPTION	BUDGETED HOURS	Total
	Moves)		
	- Quinn Danz, Instructor (Safe Moves)	25	
	- Will Mellon, Instructor (Safe Moves)	25	
	Infrastructure Deficiency Inventory List, Map & Costs		$3,810.60
	- Pat Hines, Program Manager (Safe Moves)	30	
	Review/Revise School Maps (14 schools)		$4,966.10
	- Pat Hines, Program Manager (Safe Moves)	30	
	- Pamela Nye Pedersen, Program Coordinator (Safe Moves)	25	
3.2	**Bicycle and Pedestrian Student Skills Training Rodeos**		**$16,982.60**
	Bike, Scooter & Pedestrian Skill Trainings & Summary		$16,982.60
	- Pat Hines, Program Manager (Safe Moves)	50	
	- Pamela Nye Pedersen, Program Coordinator (Safe Moves)	30	
	- Quinn Danz, Instructor (Safe Moves)	125	
	- Will Mellon, Instructor (Safe Moves)	125	
	Rodeo Toolkit (Developed in Year 1)		N/A
3.3	**Parent/Teacher/Coordinator Training Workshops**		**$18,767.10**
	Workshops		$11,375.30
	- Pat Hines, Program Manager (Safe Moves)	75	
	- Pamela Nye Pedersen, Program Coordinator (Safe Moves)	40	
	SRTS Toolkit (1) (Developed in Year 1)		N/A
	Workshop Content		$7,391.80
	- Pat Hines, Program Manager (Safe Moves)	40	
	- Pamela Nye Pedersen, Program Coordinator (Safe Moves)	25	
	- Eve Mazzara, Graphic and Social Media Coordinator (Safe Moves)	25	
	TOTAL FOR TASK 3	**710**	**$50,244.20**
4	**ENCOURAGEMENT**		
4.1	**Kick-off Event (1) NONE**		**N/A**
4.2	**Pop-Up Events (5)**		**$13,053.50**
	- Pat Hines, Program Manager (Safe Moves)	50	
	- Pamela Nye Pedersen, Program Coordinator (Safe Moves)	25	
	- Quinn Danz, Instructor (Safe Moves)	50	
	- Will Mellon, Instructor (Safe Moves)	50	
	- Marni Spencer-Devlin, Instructor (Safe Moves)	50	

TASK #	DESCRIPTION	BUDGETED HOURS	Total
4.3	**Encouragement Events**		**$27,147.80**
	Walking, scooter riding and bicycle riding encouragement events (51)		$27,147.80
	- Pat Hines, Program Manager (Safe Moves)	90	
	- Pamela Nye Pedersen, Program Coordinator (Safe Moves)	60	
	- Quinn Danz, Instructor (Safe Moves)	100	
	- Will Mellon, Instructor (Safe Moves)	100	
	- Marni Spencer-Devlin, Instructor (Safe Moves)	100	
	- Eve Mazzara, Graphic and Social Media Coordinator (Safe Moves)	40	
	OTS funded helmets and safety equipment (Purchased in year 1)		N/A
	TOTAL FOR TASK 4	**715**	**$40,201.30**
5	**PRORGRAM EVALUATION**		
5.1	**Surveys**		**$9,033.70**
	Pre and Post Parent Surveys and Student Tallies		$9,033.70
	- Pat Hines, Program Manager (Safe Moves)	30	
	- Pamela Nye Pedersen, Program Coordinator (Safe Moves)	40	
	- Quinn Danz, Instructor (Safe Moves)	20	
	- Will Mellon, Instructor (Safe Moves)	20	
	- Marni Spencer-Devlin, Instructor (Safe Moves)	20	
	- Eve Mazzara, Graphic and Social Media Coordinator (Safe Moves)	25	
	OTS Pre and Post Helmet Surveys (17 Schools)		N/A
5.2	**(1) Annual Report (17 Schools) & Program Evaluation Report (17 Schools)**		**$8,316.20**
	- Pat Hines, Program Manager (Safe Moves)	40	
	- Pamela Nye Pedersen, Program Coordinator (Safe Moves)	30	
	- Eve Mazzara, Graphic and Social Media Coordinator (Safe Moves)	40	
	TOTAL FOR TASK 5	**265**	**$17,349.90**
	TOTAL FOR ALL TASKS		**$156,651.80**
Printing			
Rodeo Flyer & Permission Form for 17 Rodeos			$ 1,500.00
508 Posters			$ 1,200.00
Safety Tips for Students & Parents			$ 2,500.00

TASK #	DESCRIPTION	BUDGETED HOURS	Total
51 Encouragement Event Flyers			$ 2,300.00
TOTAL FOR PRINTING			**$ 7,500.00**
YEAR 3 TOTAL			**$164,151.80**

24-1528 Agenda Date: 9/24/2024

REPORT TO COUNCIL

SUBJECT
Action to Authorize City Manager to Negotiate and Execute Amendment No. 3 to the Master Product and Services Agreement and Related Orders with Hexagon Safety & Infrastructure for the Computer Aided Dispatch System

COUNCIL PILLAR
Deliver and Enhance High Quality Efficient Services and Infrastructure

BACKGROUND
In June 2016, the City Council approved $3 million in funding for the City of Santa Clara's Computer Aided Dispatch (CAD) and Records Management System (RMS) Upgrade project as part of the Fiscal Year 2016/17 Adopted Capital Improvement Program Budget. Hexagon Safety & Infrastructure (Hexagon) was selected as the vendor to deliver the software, related service and materials, maintenance agreement, customer service and warranty, most appropriately meeting the project deliverables identified by the City for an integrated CAD and RMS solution.

Staff negotiated a six-year Master Product and Services Agreement (Master Agreement) with Hexagon with an expiration date of October 11, 2023, at a one-time cost of $2,092,335 for CAD/MPS and WebRMS software, project management, training, and a one-year warranty (under Orders 1 and 2); additional contract options allowed for a not to exceed amount of $2,472,425.

On November 5, 2018, the City went live with the CAD portion of the project. The RMS portion of this project was not implemented consecutively. On November 19, 2019, the City Council approved Amendment No. 1 to the Master Agreement (RTC 19-1253; Agreement dated December 12, 2019), which severed the RMS project from the scope of the Master Agreement and provided the City with associated credits towards maintenance costs. Maintenance services are under Order 2 (Maintenance Contract) made pursuant to and governed by the Master Agreement. The Maintenance Contract is set to end on November 30, 2024. The City later implemented an alternative RMS solution with Mark43 on September 1, 2021.

On August 29, 2023, the City Council approved Amendment No. 2 to the Master Agreement (RTC 23-848; Agreement dated September 13, 2023) which modified the Maintenance Contract at no cost and synchronized the Master Agreement and the Maintenance Contract to both expire on the same date of November 30, 2024.

DISCUSSION

Master Agreement and Maintenance Contract (Order 3)
The Master Agreement and the Maintenance Contract are set to expire on November 30, 2024.

Hexagon CAD is a suite of industry-leading incident management software that features complete, integrated capabilities for call handling and dispatching, intelligent mapping, field communications, data reporting and analysis, and application integration. CAD enhances the quality and availability of critical information, providing a common operating picture for intelligent response.

Staff is seeking City Council approval to (a) negotiate and execute Amendment No. 3 to extend the term of the Master Agreement for five additional years and (b) to execute Order 3 to renew the maintenance and support services for five additional years, both ending on November 30, 2029.

CAD 9.4 2H2023 Upgrade (Order 4)

The City of Santa Clara's Public Safety 9-1-1 Dispatch Center has not received a major update to the Hexagon CAD system since it went live on November 5, 2018. An update was originally planned for 2020. However, the pandemic and insufficient staffing levels in the Communications Center delayed the upgrade. While staffing levels in the Communications Center remain critically low, a Communications Center Operations Manager was hired in mid-June and will be working with the Human Resources Department to implement a comprehensive recruitment and training plan for the nine (9) Public Safety Dispatcher vacancies. The upgrade "Go live" timeline will depend on staffing levels in the Communications Center.

The City's current Hexagon CAD environment operates on Microsoft Windows Server 2016 and Microsoft SQL Server 2016. Mainstream support originally ended in January 2022 and July 2021, respectively. The extended end of support date is January 2027 and July 2026, respectively. Staff is requesting Council authorization to execute Order 4 pursuant to the terms of the Master Agreement to update the Hexagon CAD system to CAD 9.4 2H2023 version. An important outcome of the CAD 9.4 2H2023 upgrade will be refreshing the Windows Server and SQL Server to current versions.

This update is expected to deliver several customer-driven improvements to multiple products in the suite to enhance the quality and availability of critical information, providing a common operating picture for intelligent response, including:

- integrated capabilities for call-handling and dispatching
- enhanced mapping
- field communications
- data reporting and analysis
- application integration
- added functionality including interface for Fire Station alerting
- updates to the Racial and Identifying Profiling Act interface

The installation of the upgraded version of CAD will take place with dedicated Hexagon representatives to install and test the products, update servers, train City stakeholders (Information Technology Department and Dispatch Center personnel), address defects (if any) in software configuration prior to going live with I/CAD 9.4, and assist with any issues that may arise following the cutover. The cost for this upgrade is $166,935. The Police Department's CAD/RMS System Replacement Capital Improvement Project has a balance of $178,429 which has been earmarked for this upgrade, among other related projects.

Scheduling of Hexagon's services will occur upon receipt of the executed Statement of Work for Services for 2H2023 Update for I/CAD 9.4 (Attachment 3) receipt of a purchase order from the City

and coordination with the Communications Center Operations Manager.

Total Compensation
The terms of the original Master Agreement detailed the one-time costs through cutover totaling $2,101,244.

Since Fiscal Year 2019/20, the Maintenance Contract within the Master Agreement has been in effect with $1,198,732 paid to Hexagon for these services. The annual maintenance costs are included in the Police Department's operating budget and are paid on/around December 1 each year. The current Maintenance Contract expires on November 30, 2024.

Staff has negotiated two items with Hexagon, 1) Amendment No. 3 to the Master Agreement to extend maintenance and support services, and obtain other related services as required, through November 30, 2029, at a cost of $1,675,014 over five years and 2) a new Order under the terms of the Master Agreement to upgrade CAD to I/CAD 9.4 2H2023 totaling $166,935. These projects include a $200,000 contingency, bringing the current request for approval from Council to $2,041,949; the total not-to-exceed cost, including previously paid items, is $5,341,925, subject to the appropriation of funds and approval as to form by the City Attorney. While the general business terms including pricing, as described herein, have been settled upon by the parties, the language of the Amendment including its attachments (Orders 3 and 4) has not yet been finalized, necessitating the grant of authority to negotiate and execute the Amendment.

The total compensation of the Master Agreement, including all Orders, is provided in Table 1.

Table 1

Fiscal Year	Description	Total
2017/18	One-time costs (Order 1)	$1,046,168
2018/19	One-time costs through cutover (Order 1)	$1,055,076
2019/20	Annual maintenance (Order 2)	No Cost *
2020/21	Annual maintenance (Order 2)	$283,343
2021/22	Annual maintenance (Order 2)	$293,968
2022/23	Annual maintenance (Order 2)	$304,992
2023/24	Annual maintenance (Order 2)	$316,429
Total (Years 2017 - 2024)		$3,299,97
2024/25	Maintenance (12/1/24 - 11/30/25) (Order 3)	$303,124
2025/26	Maintenance (12/1/25 - 11/30/26) (Order 3)	$318,289
2026/27	Maintenance (12/1/26 - 11/30/27) (Order 3)	$334,209
2027/28	Maintenance (12/1/27 - 11/30/28) (Order 3)	$350,919
2028/29	Maintenance (12/1/28 - 11/30/29) (Order 3)	$368,473

2024/25	CAD 9.4 2H2023 Upgrade (Order 4)	$166,935
	Contingency	$200,000
Total (Years 2024 - 2029)		$2,041,94
Grand Total (since 2017)		$5,341,92

*On November 19, 2019, the City Council approved Amendment No. 1 to the Master Agreement which, among other things, severed the RMS project from the scope of the Agreement and provided the City with associated credits towards Maintenance Costs applied in Year 1, valued at $273,102.

ENVIRONMENTAL REVIEW

This action being considered does not constitute a “project” within the meaning of the California Environmental Quality Act (“CEQA”) pursuant to CEQA Guidelines section 15378(b)(4) in that it is a fiscal activity that does not involve any commitment to any specific project which may result in a potential significant impact on the environment.

FISCAL IMPACT

With City Council approval, two distinct funds will be utilized to pay for the expenses associated with this staff recommendation. The Hexagon I/CAD 9.4 upgrade ($166,935) will be paid utilizing available funding in the CAD/RMS System Replacement Improvement Project, whereas the annual maintenance expenses ($1,675,014 over five years) is budgeted in the Police Department’s annual operating budget. Should it be necessary to spend any of the $200,000 contingency funds available to support either aspect of this staff recommendation, the respective account(s) will be utilized to pay for the associated expenses.

COORDINATION

This report has been coordinated with the Finance Department, City Attorney’s Office and Police Department.

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City’s official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City’s website and in the City Clerk’s Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk’s Office at (408) 615-2220, email clerk@santaclaraca.gov <mailto:clerk@santaclaraca.gov> or at the public information desk at any City of Santa Clara public library.

RECOMMENDATION

Authorize the City Manager to negotiate and execute Amendment No. 3 to Master Product and Services Agreement (Master Agreement) with Hexagon Safety & Infrastructure to extend the term through November 30, 2029, and execute Orders pursuant to the terms of the Master Agreement to upgrade the Computer Aided Dispatch System to I/CAD 9.4 2H2023 and renew the maintenance and support services with a total not-to-exceed amount of $5,341,925, subject to the appropriation of funds and approval as to form by the City Attorney.

Reviewed by: Pat Nikolai, Chief of Police
Approved by: Jovan Grogan, City Manager

ATTACHMENTS

1. Amendment No. 1 of the Master Agreement approved by City Council on November 19, 2019 (RTC 19-1253; Agreement dated December 12, 2019)
2. Amendment No. 2 to the Master Product and Services Agreement approved by City Council on August 29, 2023 (RTC 23-848; Agreement dated September 13, 2023)
3. Amendment No. 3 to the Master Product and Services Agreement to include Orders/Exhibits to the Master Agreement for Maintenance Services and I/CAD 9.4 2H2023 Upgrade project

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REPORT TO CITY COUNCIL

SUBJECT

Action on Amendment No. 1 to the Master Product and Services Agreement with Hexagon Safety & Infrastructure

BACKGROUND

The City of Santa Clara's Public Safety 9-1-1 Dispatch Center relies on a Computer Aided Dispatch (CAD) system to initiate calls for service, dispatch Police and Fire personnel and maintain the status of responding public safety units. The Police Records Unit relies on a Records Management System (RMS) to file police reports, maintain accurate records of law enforcement documents and submit required data to the Department of Justice. Both critical systems were nearing end-of-life, would no longer be supported by their respective vendors, and, soon, would not meet pending State and Federal hardware, software, network and security requirements.

In June 2016, the City Council approved $3 million in funding for the CAD and RMS Upgrade project as part of the 2016/2017 CIP Budget. In October 2017, after an extensive and rigorous procurement process, Hexagon Safety & Infrastructure (Hexagon) was selected to deliver the software, related service and materials, maintenance agreement, customer service and warranty most appropriately meeting the project deliverables identified by the City of Santa Clara for an integrated CAD and RMS solution.

On November 5, 2018, the City of Santa Clara went live with the CAD portion of the project, which included all new Mobile Data Computers with stronger wireless infrastructure in police vehicles. The Police Department has been very pleased with the implementation of the new CAD system. To date, however, the RMS portion of this project has not been implemented.

This RMS issue was brought before Council in closed session on January 15, 2019, at which time Council directed staff to attempt to negotiate with Hexagon the severance of the RMS portion of the Master Agreement, within certain general parameters.

DISCUSSION

Hexagon has been unable to deliver RMS according to the production schedule. In order to satisfy impending state and federal data collection deadlines, the City must find an alternate RMS solution. City staff and Hexagon senior executives have met on several occasions and have mutually agreed to amend the original contract to a CAD only purchase. The terms of the amended Agreement include:

- Releasing each party from all obligations and liabilities pertaining to RMS and Field Based Reporting software
- Conclusion of the extended warranty for remaining CAD related subsystems on November 4,

2019

- Development, implementation and provision of software and services needed by the City for an interface between the remaining subsystems and the new RMS solution procured by the City, at no cost to the City
- Provide at no cost to the City 15 I/Net Viewer licenses for its production environment until such time the City's chosen replacement RMS solution is live and fully accepted by the City
- Hexagon shall be entitled to retain all previous payments in the amount of $1,050,621 for performance related with CAD, Mobile for Public Safety and Mobile Responder software delivered to date
- Relieve the City of paying Hexagon $632,154 for milestones related with RMS
- Remotely access the City's network within ten (10) days following execution of this Amendment to delete such software, documentation and related materials
- Hexagon shall provide the City with a credit in the amount of $273,102 towards Year 1 recurring costs (maintenance expenses related to the CAD system), such that Year 1 maintenance services are provided to the City at no cost

The terms of the proposed Amendment, outlined above, fall within the general parameters of Council direction to staff.

ENVIRONMENTAL REVIEW

This action being considered does not constitute a "project" within the meaning of the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15378(b)(4) in that it is a fiscal activity that does not involve any commitment to any specific project which may result in a potential significant impact on the environment.

FISCAL IMPACT

The City Council approved $3 million in the FY 2016/17 Capital Improvement Program Budget for the CAD/RMS Upgrade project. Through the writing of this report, a balance of $1,393,944 remains in the CAD/RMS CIP project budget. Of this amount, $154,011 is committed to pay for the City's consultant's work on this project. The total amount expended for the new RMS shall not exceed the remaining project balance to fund the one-time costs.

Annual maintenance costs will be included in the Operating Budget subject to the appropriation of funds.

COORDINATION

This report has been coordinated with the Finance Department, City Attorney's Office and Police Department.

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email clerk@santaclaraca.gov <mailto:clerk@santaclaraca.gov> or at the public information desk at any City of Santa Clara public library.

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RECOMMENDATION

Approve and authorize the City Manager to execute Amendment Number 1 to the Master Product and Services Agreement with Hexagon Safety & Infrastructure dated October 12, 2017.

Reviewed by: Daniel Winter, Assistant Chief of Police
Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. Amendment #1 to Master Product and Services Agreement, dated October 12, 2017

AMENDMENT NUMBER 1 TO
MASTER PRODUCT AND SERVICES AGREEMENT
DATED OCTOBER 12, 2017

This Amendment Number 1 ("Amendment") to Order 1 ("Order 1") and Order 2 ("Order 2" and collectively with Order 1, the "Orders") under that certain Master Agreement (the "Agreement") dated October 12, 2017 by and between Intergraph Corporation doing business as Hexagon Safety & Infrastructure, ("Hexagon") and the City of Santa Clara, California (the "City"), is effective as of the date this Amendment is executed by both parties (the "Effective Date") and modifies the Orders and Agreement as follows:

RECITALS

NOW WHEREAS, Hexagon and the City entered into to the Agreement and the Orders to implement, license, and maintain the following subsystems and their related interfaces: Computer Aided Dispatch ("CAD"), Mobile for Public Safety ("MPS"), Mobile Responder ("MR"), in PURSUIT WebRMS ("WebRMS"), inPURSUIT WebRMS FBR ("FBR")(collectively the "Solution");

WHEREAS, Hexagon and the City have each performed some, but not all, of their respective obligations under Order 1, and Order 2 has not yet commenced;

WHEREAS, the City has informed Hexagon it desires to discontinue the implementation of WebRMS and FBR;

WHEREAS, CAD, MPS, and MR ("Remaining Subsystems") have cutover to live production use and been accepted by the City, and Hexagon acknowledges and agrees that it has been paid in full by City for the work it has done to date on the Remaining Subsystems under Order 1;

WHEREAS, it is the express mutual intent of the Parties through this Amendment to the Agreement and Orders to separate to the fullest extent possible the Parties respective contractual rights and responsibilities pertaining to WebRMS and FBR from the Remaining Subsystems, such that the Parties discontinue implementation of WebRMS and FBR Hexagon acknowledges and agrees to discontinue implementation of WebRMS and FBR in consideration for the mutual promises contained herein;

WHEREAS, the parties desire to modify the Agreement and Orders pursuant to Section 2.3 of the Agreement, reflecting: the removal of the parties' remaining obligations to complete implementation of WebRMS and FBR; the updated project schedule for the removal of WebRMS and FBR from City hardware; and the remaining payment obligations and future maintenance pricing for the Remaining Subsystems; and

WHEREAS, the parties seek to amicably address and resolve all disputes pertaining to WebRMS and FBR.

TERMS AND CONDITIONS

NOW THEREFORE, in consideration of the foregoing Recitals which are fully incorporated herein, and the mutual promises and agreements set forth below, the receipt and sufficiency of which consideration is hereby acknowledged, Hexagon and the City hereby agree as follows:

1. **WebRMS/FBR Discontinuance.** As part of this Amendment and in accordance with its terms, each party is released from any and all obligations and liabilities pertaining to WebRMS and FBR. Without limiting the foregoing and for purposes of clarity:

   a. Any and all references in the Agreement to inclusion of WebRMS and FBR in its terms shall be deleted;

   b. Any and all dependencies and conditions pertaining to WebRMS and FBR set forth in Order 1 and Exhibits and Attachments thereto are deleted;

   c. Any and all requirements related to delivery or implementation of WebRMS or FBR set forth in Order 1 are deleted;

   d. Any and all requirements to develop, implement, or maintain interfaces to or from WebRMS or FBR ("WebRMS Interfaces") are deleted;

   e. Any and all requirements under Order 2 to maintain and/or support WebRMS and components of the WebRMS Subsystem as listed in Table 3 of Exhibit B of Order 1 ("WebRMS Software"), FBR related software as listed in Table 4 of Exhibit B of Order 1 ("FBR Software"), and WebRMS Interfaces as listed in Table 5 of Exhibit B of Order 1 are deleted;

   f. Any and all requirements contained within the Agreement and Orders (including Exhibits and Attachments) applicable to the City or its staff related to WebRMS and FBR, including but not limited to customer responsibilities and payments, are deleted; and

   g. In addition to the specific deletions set forth above, all remaining terms of the Agreement and Orders (including Exhibits and Attachments) shall be read to effectuate the intent of the parties in this Amendment, as set forth in the Recitals above.

2. **Remaining Tasks in Order 1**. With the removal of WebRMS and FBR from the Solution, the Parties acknowledge that Order 1 shall be fully performed and complete upon the completion of the following tasks and events:

   a. Conclusion of the Extended Warranty for Remaining Subsystems on November 4, 2019;

   b. Creation and execution of an Order for the development, implementation, and provision of software and services needed by the City for an interface between the Remaining Subsystems and the new records management system solution procured by the City, at no cost to City. The City would be responsible for paying for maintenance for the new interface from its eventual RMS vendor and contracting with its RMS vendor for any software and services the RMS vendor may need to provide for such integration on its side.

Subject to the formation of a reasonable non-disclosure agreement between Hexagon and the City's RMS vendor and the conditions above, Hexagon agrees to work cooperatively with the City and the third-party vendor's team to develop Hexagon's portion of an interface between I/CAD and the City's eventual records management system. Also subject to the non-disclosure agreement, Hexagon will provide to the new RMS vendor the information necessary for the new RMS vendor to complete its portion of the interface. This shall be at no cost to the City.

Hexagon agrees to continue providing at no cost to City fifteen (15) I/NetViewer licenses ("I/NetViewer Licenses") for its production environment to the City until such time as the City's chosen replacement RMS solution has cutover to live production use and is fully accepted by City. Those licenses are provided on a term basis and subject to the End User License Agreement set forth in Exhibit B of the Agreement. The City acknowledges the I/NetViewer Licenses are presently set to expire on December 31, 2019. To the extent the City's new RMS system has not cutover by November 30, 2019, the City shall request from Hexagon in writing for Hexagon to extend the term of the I/NetViewer Licenses by one (1) additional year. Hexagon shall extend the term of the I/NetViewer Licenses upon receipt of the request for an additional one (1) year. On an annual basis in the same manner as described above, the City may request Hexagon extend the term for successive years (on an annual basis) for the I/NetViewer Licenses. Hexagon shall extend the City license to the I/NetViewer Licenses upon receipt of such request.

3. **Past Payments.** Hexagon shall be entitled to retain all amounts previously paid by the City under Order 1 in consideration for performance related to CAD, MPS, and MR software delivered to date. The Parties agree that the City bears no further responsibility for any payments to Hexagon under Order 1, and Hexagon unequivocally waives all rights thereto.

4. **Updated Order 1 Payment Milestone Schedule.** Reflecting the removal of WebRMS and FBR, Exhibit C of Order 1 is modified such that payments due upon completion of the Tasks identified below are deleted in their entirety:

a. Upon Completion of Factory Acceptance Testing (FAT) and Providing FAT Report for WebRMS ($104,616.73)
b. Upon Completion of SAT 1 Testing and Providing SAT 1 Report for WebRMS ($104,616.73)
c. Upon Cutover of WebRMS Subsystem ($104,616.73)
d. Upon Completion of Reliability Period for WebRMS Subsystem ($313,850.18)
e. Change Order #2 to Order #1: Upon Completion of SAT2 Task ($4,454.26)

For purposes of clarity, the City is relieved of its obligation to pay Hexagon $632,153.62 associated with the Order 1 Payment Milestones listed above. Updates to Order 2 are set forth in paragraph 6 below.

5. **Deletion of WebRMS and FBR Software**. As part of the removal of the

WebRMS and FBR from the Solution, the City shall permit Hexagon within ten (10) business days following execution of this Amendment to remotely enter the City's network and hardware and delete such software, documentation, and related materials. The City also relinquishes any and all rights, including, but not limited to license rights, it had in and to the WebRMS Software, the FBR Software, the WebRMS Interfaces, and documentation or other intellectual property created by Hexagon regarding WebRMS and FBR. Hexagon will work with the City to:

- Remove any WebRMS/FBR applications from City hardware
- Remove any WebRMS/FBR related configurations, software, integrations and services.
- Ensure iCAD is not affected by the removal of the above.
- Provide a list of Hexagon employees to be removed from the City's environment.

6. **Maintenance Payments and Credits to the City.** Reflecting the removal of WebRMS Software, FBR Software, and WebRMS Interfaces the pricing for Order 2 is revised as follows in the updated Form R set forth below. The price in Updated Form R reflects maintenance services for the Software listed in the updated tables from Form N attached hereto as Schedule 1.:

UPDATED FORM R

	Recurring Cost Year 1	Recurring Cost Year 2	Recurring Cost Year 3	Recurring Cost Year 4	Recurring Cost Year 5
Hardware Maintenance	N/A	N/A	N/A	N/A	N/A
System Software Maintenance	N/A	N/A	N/A	N/A	N/A
Application Software Maintenance (excluding taxes)	272577	282792	293389	304384	315791
Other Recurring Costs (Escrow) (excluding taxes)	525	551	579	608	638
Total Annual Recurring Costs (excluding taxes)	273102	283343	293968	304992	316429
Optional Recurring Costs (excluding taxes)	0	0	0	0	0
Subtotal Optional Recurring Costs (excluding taxes)	0	0	0	0	0
Amendment 1 Credit	-273102				
Total Annual Recurring Costs (Including Options)	0	283343	293968	304992	316429

As reflected above, Hexagon shall provide City with a credit in the amount of $273,102 towards Year 1 Recurring Costs (including Options) such that Year 1 maintenance services are provided at no cost to City. This credit is limited to the amount above and would not be increased in the event the City purchases additional software from Hexagon or which it desires maintenance during Year 1. Subject to the terms of the Agreement, as modified in this Amendment, Hexagon shall provide maintenance services to the City in accordance with Order 2.

7. **Non-Disparagement.** As it relates to the Agreement, including Order 1 and Order 2, each party shall refrain from purposely issuing any press release, making any public statement, or making any statement directly, or through an intermediary, that is likely to become public, to the extent such press release or statement relates to the other party and is untrue or derogatory; provided however, the foregoing prohibition shall not prohibit the other party from defending itself against any public statements that would otherwise violate this clause. The parties also acknowledge and affirm that notwithstanding any previous communications to the contrary, WebRMS and FBR implementation and maintenance services are being removed for the mutual convenience of the parties. Nothing herein shall prevent the City from taking any action required by law (in particular, as requires by the California Public Records Act) or presenting this Amendment in a public meeting for approval, and providing the necessary information to the public and elected officials.

8. **Entire Agreement.** This Amendment constitutes the entire agreement of the parties with respect to the subject matter hereof. This Amendment shall not be amended or modified, except by a writing executed by Hexagon and the City. Notwithstanding the foregoing, the Updated Project Schedule may be updated from time to time by mutual consent of both parties in the manner prescribed in the Order.

9. **Independent Review.** Hexagon and the City acknowledge and agree neither has relied upon a representation or statement made by the other party in determining to enter into this Amendment. Each party represents and warrants that the party has independently determined, in consultation with counsel, that the dispute resolution represented by this Amendment is in the best interest of the party.

10. **Authority.**
    a. The individual executing this Amendment on behalf of a Hexagon individually represents and warrants that said individual is duly authorized to execute this Amendment on behalf of Hexagon.
    b. The individual executing this Amendment on behalf of the City represents and warrants that said individuals are duly authorized to execute this Amendment and bind the City.

11. **Miscellaneous.**
    a. In the event of any inconsistency between the terms of this Amendment and the Orders, the terms of this Amendment shall govern and control.
    b. Hexagon and the City each ratify and confirm the terms, conditions, obligations and undertakings set forth in the Orders and Agreement, and except as modified hereby, all other terms and conditions of the Order and Agreement shall remain in full force and legal effect.
    c. This Amendment may be executed in counterparts, each of which when so executed shall be deemed an original and all of which when taken together, shall constitute one and the same instrument. This Amendment shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all of the parties reflected hereon as the signatories hereto.

APPROVED AS TO FORM: Dated: _____

BRIAN DOYLE
City Attorney

DEANNA J. SANTANA
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

INTERGRAPH CORPORATION d/b/a HEXAGON SAFETY & INFRASTRUCTURE

Dated: 10.02.19
By: Debra T Huser
Name: Debra T. Huser
Title: Finance Director
Local Address: 305 Intergraph Way, Madison, Alabama 35758

"HEXAGON"

23-848 Agenda Date: 8/29/2023

REPORT TO COUNCIL

SUBJECT

Action on Amendment No. 2 to the Master Product and Services Agreement with Hexagon Safety & Infrastructure to Extend the Computer Aided Dispatch System Contract Term to November 30, 2024 at No Additional Cost

COUNCIL PILLAR

Deliver and Enhance High Quality Efficient Services and Infrastructure

BACKGROUND

The City of Santa Clara's Public Safety 9-1-1 Dispatch Center relies on a Computer Aided Dispatch (CAD) system to initiate calls for service, dispatch Police and Fire personnel and maintain the status of responding public safety units. The Police Records Unit relies on a Records Management System (RMS) to file police reports, maintain accurate records of law enforcement documents and submit required data to the Department of Justice.

In June 2016, the City Council approved $3 million in funding for the CAD and RMS Upgrade project as part of the 2016/17 Adopted Capital Improvement Program Budget. On October 10, 2017, after an extensive and rigorous procurement process, Hexagon Safety & Infrastructure (Hexagon) was approved by City Council (Item #13.B6) to deliver the software, related service and materials, maintenance agreement, customer service and warranty most appropriately meeting the project deliverables identified by the City of Santa Clara for an integrated CAD and RMS solution.

Staff negotiated a six-year Master Product and Services Agreement (Master Agreement) through October 11, 2023, with a one-time cost of $2,092,335 for CAD/MPS and WebRMS software, project management, training and a one-year warranty. The warranty included maintenance costs for the first year of the contract. The contract also allowed for additional options items not to exceed $2,472,425. The Capital Improvement Project budget covered the cost for DELTAWRX services and the one-time implementation costs for the CAD/MPS and WebRMS systems.

The original Hexagon Maintenance Contract details the annual costs to support CAD functionality through terms of the Master Agreement with a one-year extended warranty and cost inflator not to exceed four percent each year through the balance of the Maintenance Contract. The reoccurring costs, such as annual maintenance and software upgrades, have been paid for from the Police Department's operating budget.

On November 5, 2018, the City of Santa Clara went live with the CAD portion of the project, which included all new Mobile Data Computers with stronger wireless infrastructure in police vehicles. The RMS portion of this project was not implemented consecutively. As a result, on November 19, 2019, Council approved Amendment No. 1 to the Master Agreement which, among other things, severed

the RMS project from the scope of the Agreement and provided the City with associated credits towards Maintenance Costs.

The terms of the Master Agreement as Amended detailed the one-time costs and Maintenance Contract highlighted the annual maintenance expenses as follows after the above actions:

Fiscal Year	Description	Original Cost including WebRMS	Cost Detailed in Amendment No. 1 without WebRMS
2017/18	One-time costs	$1,046,168	$1,046,168
2018/19	One-time costs through cutover	$1,046,168	$1,055,076*
2019/20	Annual maintenance	$422,172	0**
2020/21	Annual maintenance	$438,004	$283,343
2021/22	Annual maintenance	$454,430	$293,968
2022/23	Annual maintenance	$471,471	$304,992
2023/24	Annual maintenance	$489,151	$316,429
	TOTAL	$4,367,564	$3,299,976

*$8,908 increase due to change order following agreement execution
** Year 1 maintenance services were provided to the City at no cost. In addition, a $273,102 credit was applied in Year 1

DISCUSSION

Hexagon CAD is a suite of industry-leading incident management software that features complete, integrated capabilities for call handling and dispatching, intelligent mapping, field communications, data reporting and analysis, and application integration. CAD enhances the quality and availability of critical information, providing a common operating picture for intelligent response.

The Master Agreement as Amended expires on October 11, 2023. Amendment No. 1 grants the City Year 1 maintenance services at no cost and expires in coordination with the Master Agreement. Due to mutual obligations in the Maintenance Contract, the City and Hexagon would like to amend the Master Agreement and Amendment No. 1 with Amendment No. 2 to synchronize with the Maintenance Contract expiration of November 30, 2024.

The annual maintenance costs are included in the Police Department's Operating Budget subject to the appropriation of funds and are paid on/around December 1 each year. Year 5 of the existing maintenance agreement will cover December 1, 2023 through November 30, 2024 at a cost of $316,429.

ENVIRONMENTAL REVIEW

This action being considered does not constitute a "project" within the meaning of the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15378(b)(4) in that it is a fiscal activity that does not involve any commitment to any specific project which may result in a potential significant impact on the environment.

FISCAL IMPACT
There is no fiscal impact to this action. Approval of this recommendation simply synchronizes the Master Agreement and Maintenance Contract through November 30, 2024. The services provided in the contract are funded in the General Fund.

COORDINATION
This report has been coordinated with the Finance Department, City Attorney's Office and Police Department.

PUBLIC CONTACT
Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email clerk@santaclaraca.gov <mailto:clerk@santaclaraca.gov> or at the public information desk at any City of Santa Clara public library.

RECOMMENDATION
Approve and authorize the City Manager to execute Amendment No. 2 to the Master Product and Services Agreement with Hexagon Safety & Infrastructure dated October 12, 2017 to extend the contract term at no additional cost in a final form approved by the City Attorney.

Reviewed by: Pat Nikolai, Chief of Police
Approved by: Jōvan Grogan, City Manager

ATTACHMENTS
1. Amendment No. 1 of the Master Agreement approved by City Council on November 19, 2019 (RTC 19-1253)
2. Amendment No. 2 to the Master Product and Services Agreement

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AMENDMENT NUMBER 2 TO THE MASTER PRODUCT AND SERVICES AGREEMENT DATED OCTOBER 12, 2017

This amendment ("Amendment") modifies the Master Product and Services Agreement between the City of Santa Clara ("City") and Intergraph Corporation through its Hexagon Safety, Infrastructure & Geospatial Division (“Hexagon”), dated October 12, 2017 (the "Master Agreement").

WHEREAS, Hexagon and the City previously executed the Master Agreement with expiration date October 11, 2023;

WHEREAS, Hexagon and the City executed Amendment Number 1 to the Master Agreement on December 2, 2019, which, among other things, modified Orders 1 and 2 under the Master Agreement (“Master Agreement as Amended”);

WHEREAS, Order Number 2 provided for Maintenance Services for five years following the conclusion of the Subsystem Extended Warranty Period and is set to end on November 30, 2024;

WHEREAS, the Parties desire to amend the Master Agreement as Amended in order to synchronize the expiration of the Master Agreement as Amended with the conclusion of Order Number 2;

NOW THEREFORE, in consideration of the mutual promises hereof, and the mutual obligations in the Master Agreement as Amended and as further amended herein, the City and Hexagon agree to the following:

1. Section 5.1 is deleted and replaced with the following:

   The Term of this Agreement shall begin on the Effective Date and remain in effect until November 30, 2024, or until the Agreement is earlier terminated pursuant to a section below.

2. The City and Hexagon each ratify and confirm the terms, conditions, obligations and undertakings set forth in the Master Agreement as Amended, and except as modified hereby, all other terms and conditions of the Master Agreement as Amended shall remain in full force and legal effect.

[The remainder of this page is left intentionally blank.]

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In Witness Whereof, the Parties have entered into the Agreement as of the date stated herein:

City of Santa Clara	**Intergraph Corporation**
	DocuSigned by: Tiffany Taylor 3E47AB7B652B4C3...
Authorized Signature	Authorized Signature
	Tiffany Taylor
Printed Name	Printed Name
City Manager	Americas Finance Director
Title	Title
	July 20, 2023
Date	Date

Approved as to Form:

City Attorney

REPORT TO CITY COUNCIL

SUBJECT

Action on Amendment No. 1 to the Master Product and Services Agreement with Hexagon Safety & Infrastructure

BACKGROUND

The City of Santa Clara's Public Safety 9-1-1 Dispatch Center relies on a Computer Aided Dispatch (CAD) system to initiate calls for service, dispatch Police and Fire personnel and maintain the status of responding public safety units. The Police Records Unit relies on a Records Management System (RMS) to file police reports, maintain accurate records of law enforcement documents and submit required data to the Department of Justice. Both critical systems were nearing end-of-life, would no longer be supported by their respective vendors, and, soon, would not meet pending State and Federal hardware, software, network and security requirements.

In June 2016, the City Council approved $3 million in funding for the CAD and RMS Upgrade project as part of the 2016/2017 CIP Budget. In October 2017, after an extensive and rigorous procurement process, Hexagon Safety & Infrastructure (Hexagon) was selected to deliver the software, related service and materials, maintenance agreement, customer service and warranty most appropriately meeting the project deliverables identified by the City of Santa Clara for an integrated CAD and RMS solution.

On November 5, 2018, the City of Santa Clara went live with the CAD portion of the project, which included all new Mobile Data Computers with stronger wireless infrastructure in police vehicles. The Police Department has been very pleased with the implementation of the new CAD system. To date, however, the RMS portion of this project has not been implemented.

This RMS issue was brought before Council in closed session on January 15, 2019, at which time Council directed staff to attempt to negotiate with Hexagon the severance of the RMS portion of the Master Agreement, within certain general parameters.

DISCUSSION

Hexagon has been unable to deliver RMS according to the production schedule. In order to satisfy impending state and federal data collection deadlines, the City must find an alternate RMS solution. City staff and Hexagon senior executives have met on several occasions and have mutually agreed to amend the original contract to a CAD only purchase. The terms of the amended Agreement include:

- Releasing each party from all obligations and liabilities pertaining to RMS and Field Based Reporting software
- Conclusion of the extended warranty for remaining CAD related subsystems on November 4,

2019

- Development, implementation and provision of software and services needed by the City for an interface between the remaining subsystems and the new RMS solution procured by the City, at no cost to the City
- Provide at no cost to the City 15 I/Net Viewer licenses for its production environment until such time the City's chosen replacement RMS solution is live and fully accepted by the City
- Hexagon shall be entitled to retain all previous payments in the amount of $1,050,621 for performance related with CAD, Mobile for Public Safety and Mobile Responder software delivered to date
- Relieve the City of paying Hexagon $632,154 for milestones related with RMS
- Remotely access the City's network within ten (10) days following execution of this Amendment to delete such software, documentation and related materials
- Hexagon shall provide the City with a credit in the amount of $273,102 towards Year 1 recurring costs (maintenance expenses related to the CAD system), such that Year 1 maintenance services are provided to the City at no cost

The terms of the proposed Amendment, outlined above, fall within the general parameters of Council direction to staff.

ENVIRONMENTAL REVIEW

This action being considered does not constitute a "project" within the meaning of the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15378(b)(4) in that it is a fiscal activity that does not involve any commitment to any specific project which may result in a potential significant impact on the environment.

FISCAL IMPACT

The City Council approved $3 million in the FY 2016/17 Capital Improvement Program Budget for the CAD/RMS Upgrade project. Through the writing of this report, a balance of $1,393,944 remains in the CAD/RMS CIP project budget. Of this amount, $154,011 is committed to pay for the City's consultant's work on this project. The total amount expended for the new RMS shall not exceed the remaining project balance to fund the one-time costs.

Annual maintenance costs will be included in the Operating Budget subject to the appropriation of funds.

COORDINATION

This report has been coordinated with the Finance Department, City Attorney's Office and Police Department.

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email clerk@santaclaraca.gov <mailto:clerk@santaclaraca.gov> or at the public information desk at any City of Santa Clara public library.

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RECOMMENDATION

Approve and authorize the City Manager to execute Amendment Number 1 to the Master Product and Services Agreement with Hexagon Safety & Infrastructure dated October 12, 2017.

Reviewed by: Daniel Winter, Assistant Chief of Police
Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. Amendment #1 to Master Product and Services Agreement, dated October 12, 2017

AMENDMENT NUMBER 1 TO
MASTER PRODUCT AND SERVICES AGREEMENT
DATED OCTOBER 12, 2017

This Amendment Number 1 ("Amendment") to Order 1 ("Order 1") and Order 2 ("Order 2" and collectively with Order 1, the "Orders") under that certain Master Agreement (the "Agreement") dated October 12, 2017 by and between Intergraph Corporation doing business as Hexagon Safety & Infrastructure, ("Hexagon") and the City of Santa Clara, California (the "City"), is effective as of the date this Amendment is executed by both parties (the "Effective Date") and modifies the Orders and Agreement as follows:

RECITALS

NOW WHEREAS, Hexagon and the City entered into to the Agreement and the Orders to implement, license, and maintain the following subsystems and their related interfaces: Computer Aided Dispatch ("CAD"), Mobile for Public Safety ("MPS"), Mobile Responder ("MR"), in PURSUIT WebRMS ("WebRMS"), inPURSUIT WebRMS FBR ("FBR")(collectively the "Solution");

WHEREAS, Hexagon and the City have each performed some, but not all, of their respective obligations under Order 1, and Order 2 has not yet commenced;

WHEREAS, the City has informed Hexagon it desires to discontinue the implementation of WebRMS and FBR;

WHEREAS, CAD, MPS, and MR ("Remaining Subsystems") have cutover to live production use and been accepted by the City, and Hexagon acknowledges and agrees that it has been paid in full by City for the work it has done to date on the Remaining Subsystems under Order 1;

WHEREAS, it is the express mutual intent of the Parties through this Amendment to the Agreement and Orders to separate to the fullest extent possible the Parties respective contractual rights and responsibilities pertaining to WebRMS and FBR from the Remaining Subsystems, such that the Parties discontinue implementation of WebRMS and FBR Hexagon acknowledges and agrees to discontinue implementation of WebRMS and FBR in consideration for the mutual promises contained herein;

WHEREAS, the parties desire to modify the Agreement and Orders pursuant to Section 2.3 of the Agreement, reflecting: the removal of the parties' remaining obligations to complete implementation of WebRMS and FBR; the updated project schedule for the removal of WebRMS and FBR from City hardware; and the remaining payment obligations and future maintenance pricing for the Remaining Subsystems; and

WHEREAS, the parties seek to amicably address and resolve all disputes pertaining to WebRMS and FBR.

TERMS AND CONDITIONS

NOW THEREFORE, in consideration of the foregoing Recitals which are fully incorporated herein, and the mutual promises and agreements set forth below, the receipt and sufficiency of which consideration is hereby acknowledged, Hexagon and the City hereby agree as follows:

1. **WebRMS/FBR Discontinuance.** As part of this Amendment and in accordance with its terms, each party is released from any and all obligations and liabilities pertaining to WebRMS and FBR. Without limiting the foregoing and for purposes of clarity:

   a. Any and all references in the Agreement to inclusion of WebRMS and FBR in its terms shall be deleted;

   b. Any and all dependencies and conditions pertaining to WebRMS and FBR set forth in Order 1 and Exhibits and Attachments thereto are deleted;

   c. Any and all requirements related to delivery or implementation of WebRMS or FBR set forth in Order 1 are deleted;

   d. Any and all requirements to develop, implement, or maintain interfaces to or from WebRMS or FBR ("WebRMS Interfaces") are deleted;

   e. Any and all requirements under Order 2 to maintain and/or support WebRMS and components of the WebRMS Subsystem as listed in Table 3 of Exhibit B of Order 1 ("WebRMS Software"), FBR related software as listed in Table 4 of Exhibit B of Order 1 ("FBR Software"), and WebRMS Interfaces as listed in Table 5 of Exhibit B of Order 1 are deleted;

   f. Any and all requirements contained within the Agreement and Orders (including Exhibits and Attachments) applicable to the City or its staff related to WebRMS and FBR, including but not limited to customer responsibilities and payments, are deleted; and

   g. In addition to the specific deletions set forth above, all remaining terms of the Agreement and Orders (including Exhibits and Attachments) shall be read to effectuate the intent of the parties in this Amendment, as set forth in the Recitals above.

2. **Remaining Tasks in Order 1**. With the removal of WebRMS and FBR from the Solution, the Parties acknowledge that Order 1 shall be fully performed and complete upon the completion of the following tasks and events:

   a. Conclusion of the Extended Warranty for Remaining Subsystems on November 4, 2019;

   b. Creation and execution of an Order for the development, implementation, and provision of software and services needed by the City for an interface between the Remaining Subsystems and the new records management system solution procured by the City, at no cost to City. The City would be responsible for paying for maintenance for the new interface from its eventual RMS vendor and contracting with its RMS vendor for any software and services the RMS vendor may need to provide for such integration on its side.

Subject to the formation of a reasonable non-disclosure agreement between Hexagon and the City's RMS vendor and the conditions above, Hexagon agrees to work cooperatively with the City and the third-party vendor's team to develop Hexagon's portion of an interface between I/CAD and the City's eventual records management system. Also subject to the non-disclosure agreement, Hexagon will provide to the new RMS vendor the information necessary for the new RMS vendor to complete its portion of the interface. This shall be at no cost to the City.

Hexagon agrees to continue providing at no cost to City fifteen (15) I/NetViewer licenses ("I/NetViewer Licenses") for its production environment to the City until such time as the City's chosen replacement RMS solution has cutover to live production use and is fully accepted by City. Those licenses are provided on a term basis and subject to the End User License Agreement set forth in Exhibit B of the Agreement. The City acknowledges the I/NetViewer Licenses are presently set to expire on December 31, 2019. To the extent the City's new RMS system has not cutover by November 30, 2019, the City shall request from Hexagon in writing for Hexagon to extend the term of the I/NetViewer Licenses by one (1) additional year. Hexagon shall extend the term of the I/NetViewer Licenses upon receipt of the request for an additional one (1) year. On an annual basis in the same manner as described above, the City may request Hexagon extend the term for successive years (on an annual basis) for the I/NetViewer Licenses. Hexagon shall extend the City license to the I/NetViewer Licenses upon receipt of such request.

3. **Past Payments.** Hexagon shall be entitled to retain all amounts previously paid by the City under Order 1 in consideration for performance related to CAD, MPS, and MR software delivered to date. The Parties agree that the City bears no further responsibility for any payments to Hexagon under Order 1, and Hexagon unequivocally waives all rights thereto.

4. **Updated Order 1 Payment Milestone Schedule.** Reflecting the removal of WebRMS and FBR, Exhibit C of Order 1 is modified such that payments due upon completion of the Tasks identified below are deleted in their entirety:

a. Upon Completion of Factory Acceptance Testing (FAT) and Providing FAT Report for WebRMS ($104,616.73)
b. Upon Completion of SAT 1 Testing and Providing SAT 1 Report for WebRMS ($104,616.73)
c. Upon Cutover of WebRMS Subsystem ($104,616.73)
d. Upon Completion of Reliability Period for WebRMS Subsystem ($313,850.18)
e. Change Order #2 to Order #1: Upon Completion of SAT2 Task ($4,454.26)

For purposes of clarity, the City is relieved of its obligation to pay Hexagon $632,153.62 associated with the Order 1 Payment Milestones listed above. Updates to Order 2 are set forth in paragraph 6 below.

5. **Deletion of WebRMS and FBR Software**. As part of the removal of the

WebRMS and FBR from the Solution, the City shall permit Hexagon within ten (10) business days following execution of this Amendment to remotely enter the City's network and hardware and delete such software, documentation, and related materials. The City also relinquishes any and all rights, including, but not limited to license rights, it had in and to the WebRMS Software, the FBR Software, the WebRMS Interfaces, and documentation or other intellectual property created by Hexagon regarding WebRMS and FBR. Hexagon will work with the City to:

- Remove any WebRMS/FBR applications from City hardware
- Remove any WebRMS/FBR related configurations, software, integrations and services.
- Ensure iCAD is not affected by the removal of the above.
- Provide a list of Hexagon employees to be removed from the City's environment.

6. **Maintenance Payments and Credits to the City.** Reflecting the removal of WebRMS Software, FBR Software, and WebRMS Interfaces the pricing for Order 2 is revised as follows in the updated Form R set forth below. The price in Updated Form R reflects maintenance services for the Software listed in the updated tables from Form N attached hereto as Schedule 1.:

UPDATED FORM R

	Recurring Cost Year 1	Recurring Cost Year 2	Recurring Cost Year 3	Recurring Cost Year 4	Recurring Cost Year 5
Hardware Maintenance	N/A	N/A	N/A	N/A	N/A
System Software Maintenance	N/A	N/A	N/A	N/A	N/A
Application Software Maintenance (excluding taxes)	272577	282792	293389	304384	315791
Other Recurring Costs (Escrow) (excluding taxes)	525	551	579	608	638
Total Annual Recurring Costs (excluding taxes)	273102	283343	293968	304992	316429
Optional Recurring Costs (excluding taxes)	0	0	0	0	0
Subtotal Optional Recurring Costs (excluding taxes)	0	0	0	0	0
Amendment 1 Credit	-273102				
Total Annual Recurring Costs (Including Options)	0	283343	293968	304992	316429

As reflected above, Hexagon shall provide City with a credit in the amount of $273,102 towards Year 1 Recurring Costs (including Options) such that Year 1 maintenance services are provided at no cost to City. This credit is limited to the amount above and would not be increased in the event the City purchases additional software from Hexagon or which it desires maintenance during Year 1. Subject to the terms of the Agreement, as modified in this Amendment, Hexagon shall provide maintenance services to the City in accordance with Order 2.

7. **Non-Disparagement.** As it relates to the Agreement, including Order 1 and Order 2, each party shall refrain from purposely issuing any press release, making any public statement, or making any statement directly, or through an intermediary, that is likely to become public, to the extent such press release or statement relates to the other party and is untrue or derogatory; provided however, the foregoing prohibition shall not prohibit the other party from defending itself against any public statements that would otherwise violate this clause. The parties also acknowledge and affirm that notwithstanding any previous communications to the contrary, WebRMS and FBR implementation and maintenance services are being removed for the mutual convenience of the parties. Nothing herein shall prevent the City from taking any action required by law (in particular, as requires by the California Public Records Act) or presenting this Amendment in a public meeting for approval, and providing the necessary information to the public and elected officials.

8. **Entire Agreement.** This Amendment constitutes the entire agreement of the parties with respect to the subject matter hereof. This Amendment shall not be amended or modified, except by a writing executed by Hexagon and the City. Notwithstanding the foregoing, the Updated Project Schedule may be updated from time to time by mutual consent of both parties in the manner prescribed in the Order.

9. **Independent Review.** Hexagon and the City acknowledge and agree neither has relied upon a representation or statement made by the other party in determining to enter into this Amendment. Each party represents and warrants that the party has independently determined, in consultation with counsel, that the dispute resolution represented by this Amendment is in the best interest of the party.

10. **Authority.**
    a. The individual executing this Amendment on behalf of a Hexagon individually represents and warrants that said individual is duly authorized to execute this Amendment on behalf of Hexagon.
    b. The individual executing this Amendment on behalf of the City represents and warrants that said individuals are duly authorized to execute this Amendment and bind the City.

11. **Miscellaneous.**
    a. In the event of any inconsistency between the terms of this Amendment and the Orders, the terms of this Amendment shall govern and control.
    b. Hexagon and the City each ratify and confirm the terms, conditions, obligations and undertakings set forth in the Orders and Agreement, and except as modified hereby, all other terms and conditions of the Order and Agreement shall remain in full force and legal effect.
    c. This Amendment may be executed in counterparts, each of which when so executed shall be deemed an original and all of which when taken together, shall constitute one and the same instrument. This Amendment shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all of the parties reflected hereon as the signatories hereto.

APPROVED AS TO FORM: Dated: _____

BRIAN DOYLE
City Attorney

DEANNA J. SANTANA
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

INTERGRAPH CORPORATION d/b/a HEXAGON SAFETY & INFRASTRUCTURE

Dated: 10.02.19
By: Debra T Huser
Name: Debra T. Huser
Title: Finance Director
Local Address: 305 Intergraph Way, Madison, Alabama 35758

"HEXAGON"

AMENDMENT NUMBER 3 TO THE MASTER PRODUCT AND SERVICES AGREEMENT DATED OCTOBER 12, 2017

This amendment ("Amendment") modifies the Master Product and Services Agreement between the City of Santa Clara ("City") and Intergraph Corporation through its Hexagon Safety, Infrastructure & Geospatial Division (“Hexagon”), dated October 12, 2017 (the "Master Agreement").

WHEREAS, Hexagon and the City executed the Master Agreement on October 12, 2017;

WHEREAS, Hexagon and the City executed Amendment Number 1 to the Master Agreement on December 2, 2019, which, among other things, modified Orders 1 and 2 under the Master Agreement ;

WHEREAS, Order Number 2 provided for Maintenance Services for five years following the conclusion of the Subsystem Extended Warranty Period and is set to end on November 30, 2024;

WHEREAS, Hexagon and the City executed Amendment Number 2 to the Master Agreement on September 13, 2023, which extended the validity of the Master Agreement through the conclusion of Order 2, November 20, 2024 ("Master Agreement as Amended");

WHEREAS, the Parties desire to again extend the term of the Master Agreement to facilitate additional Maintenance and Support Services and Orders thereunder;

WHEREAS, the Parties also desire to update the City’s existing I/CAD 9.4 system to the 2H2023 release;

NOW THEREFORE, in consideration of the mutual promises hereof, and the mutual obligations in the Master Agreement as Amended and as further amended herein, the City and Hexagon agree to the following:

1. Section 5.1 is deleted and replaced with the following:

   The Term of this Agreement shall begin on the Effective Date and remain in effect until November 30, 2029, or until the Agreement is earlier terminated pursuant to a section below.

2. Exhibit I to the Agreement is hereby added and is attached hereto and labeled as Order Number 3 ADDITIONAL MAINTENANCE SERVICES.

3. Exhibit J to the Agreement is hereby added and is attached hereto and labeled as Order Number 4 2H2023 UPDATE FOR I/CAD 9.4.

4. The City and Hexagon each ratify and confirm the terms, conditions, obligations and undertakings set forth in the Master Agreement as Amended, and except as modified hereby, all other terms and conditions of the Master Agreement as Amended, including the specifically incorporated elements of the Contract, shall remain in full force and legal effect.

In Witness Whereof, the Parties have entered into the Agreement as of the date stated herein:

City of Santa Clara	**Intergraph Corporation**
_____ Authorized Signature	_____ Authorized Signature
_____ Printed Name	Tiffany Taylor Printed Name
City Manager Title	Americas Finance Director Title
_____ Date	_____ Date

Approved as to Form:

_____
City Attorney

EXHIBIT I
ORDER NUMBER 3
ADDITIONAL MAINTENANCE SERVICES

Subject to that certain Master Agreement (the "Master Agreement") between Intergraph Corporation doing business as Hexagon Safety and Infrastructure (referred to in this Order 3 as "Contractor", "Intergraph", and "Hexagon") and the City of Santa Clara ("Customer" or the "City"), this Order Number 3 ("Order 3") specified the term and pricing for Maintenance Services for the System following the end of Order Number 2.

1. Subject Matter. As Order 3 is solely for Maintenance Services, it is governed by the Master Agreement and more particularly Exhibit C (Hexagon's U.S. Maintenance Terms and Conditions for Software) thereto.

2. Term. Under Order 3, each Subsystem will be supported for a total of five (5) years following the conclusion of Order Number 2.

3. Pricing. Pricing for Order 3 is set forth in Hexagon Quote 2024-60235 attached to this Exhibit.

4. Modifications. As other Orders that include additional Software are made pursuant to this Master Agreement, Order 3 will be correspondingly modified without the need for its own separate Change Order to account for the additional software being maintained notwithstanding anything else to the contrary as reflected in the Order and through subsequently issued Quotes for Maintenance Services.

5. Authorization of Services. By executing the Master Agreement, the parties have simultaneously entered and agreed to Order 3 for which no further documentation is needed for the Authorization of Services as provided in Section 3 of Exhibit C to the Master Agreement. For clarification, approximately 90 days prior to the end of an annual Coverage Period, Hexagon will provide a Quote and invoice for the Maintenance Services to be provided for the ensuing calendar year, in accordance with the pricing terms set forth in Quote 2024-60235. Aside from payment of the applicable invoice in accordance with the Master Agreement, the parties are not required to execute the Quote or perform other actions that would be typically part of a contract formation or renewal process and are otherwise described in Section 3 of Exhibit C to the Master Agreement.

Customer:	Santa Clara Police Department
Quote Number:	2024-60235
Quote Date:	06/05/2024
Expiration Date:	12/01/2024

This quotation has been prepared for:
Santa Clara Police Department
Saskia Lagergren
Communications Operation Manager
1990 Walsh Ave
Santa Clara CA 95050
United States

Ship To:

Santa Clara Police Department
Saskia Lagergren
Communications Operation Manager
601 El Camino Real
Santa Clara California 95050
United States

Bill To:

Santa Clara Police Department
Saskia Lagergren
Communications Operation Manager
1500 Warburton Ave.
Santa Clara California 95050
United States

QuotationIssuedBy

Intergraph Corporation
305 Intergraph Way
Madison, Alabama 35758 USA
Tel: (256) 730-2000

Customer:	Santa Clara Police Department
Quote Number:	2024-60235
Quote Date:	06/05/2024
Expiration Date:	12/01/2024

RenewalQuotation

Renewal Configuration Listing

USD

Line	Base Part	Description	Begin	End	Service Level	Months	Qty	Monthly Price	Extended Net Price
1	IPS0004BCK	I/Informer CC - Backup License	12/01/2024	11/30/2025	PRM	12	1	$0.00	$0.00
2	IPS0004RDT	I/Informer CC - Redundant License	12/01/2024	11/30/2025	PRM	12	1	$316.92	$3,803.04
3	IPS0004TRN	I/Informer CC - Training License	12/01/2024	11/30/2025	PRM	12	1	$453.58	$5,442.96
4	IPS0002TST	I/Dispatcher CC - Test License	12/01/2024	11/30/2025	PRM	12	1	$0.00	$0.00
5	IPS0004	I/Informer CC	12/01/2024	11/30/2025	PRM	12	1	$453.58	$5,442.96
6	IPS0009TST	I/Mobile Data Terminal NL - Test License	12/01/2024	11/30/2025	PRM	12	1	$0.00	$0.00
7	IPS0012	I/Page NL	12/01/2024	11/30/2025	PRM	12	1	$411.11	$4,933.32
8	IPS0012BCK	I/Page NL - Backup License	12/01/2024	11/30/2025	PRM	12	1	$0.00	$0.00
9	IPS0012RDT	I/Page NL - Redundant License	12/01/2024	11/30/2025	PRM	12	1	$287.52	$3,450.24
10	IPS0015	I/Tracker - I/CAD NL	12/01/2024	11/30/2025	PRM	12	1	$512.28	$6,147.36
11	IPS0015RDT	I/Tracker - I/CAD NL - Redundant License	12/01/2024	11/30/2025	PRM	12	1	$360.41	$4,324.92
12	IPS0015TST	I/Tracker - I/CAD NL - Test License	12/01/2024	11/30/2025	PRM	12	1	$0.00	$0.00
13	IPS0051	I/CADLink CC	12/01/2024	11/30/2025	PRM	12	1	$206.51	$2,478.12
14	IPS0053	I/Fire Station Printing CC	12/01/2024	11/30/2025	PRM	12	1	$210.06	$2,520.72
15	IPS0053TST	I/Fire Station Printing CC - Test License	12/01/2024	11/30/2025	PRM	12	1	$0.00	$0.00
16	IPS0004TST	I/Informer CC - Test License	12/01/2024	11/30/2025	PRM	12	1	$0.00	$0.00
17	IPS0008	I/Push To Talk NL	12/01/2024	11/30/2025	PRM	12	1	$206.51	$2,478.12
18	IPS0008BCK	I/Push To Talk NL - Backup License	12/01/2024	11/30/2025	PRM	12	1	$0.00	$0.00

QuotationIssuedBy

Intergraph Corporation
305 Intergraph Way
Madison, Alabama 35758 USA
Tel: (256) 730-2000

Customer:	Santa Clara Police Department
Quote Number:	2024-60235
Quote Date:	06/05/2024
Expiration Date:	12/01/2024

19	IPS0008RDT	I/Push To Talk NL - Redundant License	12/01/2024	11/30/2025	PRM	12	1	$143.76	$1,725.12
20	IPS0009	I/Mobile Data Terminal NL	12/01/2024	11/30/2025	PRM	12	1	$906.15	$10,873.80
21	IPS0009TRN	I/Mobile Data Terminal NL - Training License	12/01/2024	11/30/2025	PRM	12	1	$906.15	$10,873.80
22	IPS0080	Mobile for Public Safety CC	12/01/2024	11/30/2025	PRM	12	56	$24.30	$16,329.60
23	IPS1183	Intergraph Remote Content Management CC	12/01/2024	11/30/2025	PRM	12	1	$0.00	$0.00
24	IPS0009MRC	I/MDT for Intergraph Mobile Responder- Comp	12/01/2024	11/30/2025	PRM	12	1	$0.00	$0.00
25	IPS3042-BCK	EdgeFrontier Runtime Engine - Backup License	12/01/2024	11/30/2025	PRM	12	1	$0.00	$0.00
26	IPS3042DEV	Xalt - Integration Developer Engine NL	12/01/2024	11/30/2025	PRM	12	1	$321.99	$3,863.88
27	EFCUSTOM16	EF IF to TabletCommand Services	12/01/2024	11/30/2025	PRM	12	1	$0.00	$0.00
28	ESCROW	Escrow	12/01/2024	11/30/2025	PRM	12	1	$55.83	$669.96
29	IPSCUSTOM04	Custom Services for I/Informer to CJIC	12/01/2024	11/30/2025	PRM	12	1	$1,019.89	$12,238.68
30	IPSCUSTOM04	Informer Nested Queries	12/01/2024	11/30/2025	PRM	12	1	$609.50	$7,314.00
31	IPSCUSTOM04	Informer Transactions for Mobile Responder	12/01/2024	11/30/2025	PRM	12	1	$203.16	$2,437.92
32	IPS1184	I/Map Editor for ArcGIS CC	12/01/2024	11/30/2025	PRM	12	1	$83.03	$996.36
33	IPS0048BCK	I/FRMS-CADlink CC - Backup License	12/01/2024	11/30/2025	PRM	12	1	$0.00	$0.00
34	IPS0009RDT	I/Mobile Data Terminal NL - Redundant License	12/01/2024	11/30/2025	PRM	12	1	$634.85	$7,618.20
35	IPS1128UG	ProQA Paramount I/CAD Interface CC - Upgrade Only	12/01/2024	11/30/2025	PRM	12	3	$8.68	$312.48
36	IPS0048	I/FRMS-CADlink CC	12/01/2024	11/30/2025	PRM	12	1	$206.51	$2,478.12
37	IPS0042I	I/NetViewer CC	12/01/2024	11/30/2025	PRM	12	5	$41.31	$2,478.60
38	IPS3042	EdgeFrontier Runtime Engine	12/01/2024	11/30/2025	PRM	12	1	$429.25	$5,151.00
39	IPS0042IBCK	I/NetViewer CC - Backup License	12/01/2024	11/30/2025	PRM	12	5	$0.00	$0.00

QuotationIssuedBy

Intergraph Corporation
305 Intergraph Way
Madison, Alabama 35758 USA
Tel: (256) 730-2000

Customer:	Santa Clara Police Department
Quote Number:	2024-60235
Quote Date:	06/05/2024
Expiration Date:	12/01/2024

40	PSA1018	InterCAD CAD Xalt Interface	12/01/2024	11/30/2025	PRM	12	1	$167.08	$2,004.96
41	IPS0001HA	I/Executive for High Availability	12/01/2024	11/30/2025	PRM	12	1	$1,503.50	$18,042.00
42	IPS0001HATRN	I/Executive for High Availability - Training License	12/01/2024	11/30/2025	PRM	12	1	$1,503.50	$18,042.00
43	IPS0001HATST	I/Executive for High Availability - Test License	12/01/2024	11/30/2025	PRM	12	1	$0.00	$0.00
44	IPS0002TRN	I/Dispatcher CC - Training License	12/01/2024	11/30/2025	PRM	12	3	$339.16	$12,209.76
45	IPS0045ITST	I/NetDispatcher CC - Test License	12/01/2024	11/30/2025	PRM	12	5	$0.00	$0.00
46	IPS0004CAC	I/CAD Message Ste for CA State Switch CC	12/01/2024	11/30/2025	PRM	12	1	$646.92	$7,763.04
47	PSA1026TST	Axon CAD Xalt Interface - Test	12/01/2024	11/30/2025	PRM	12	1	$0.00	$0.00
48	IPS3206	Intergraph Mobile Responder Server CC - I/CAD	12/01/2024	11/30/2025	PRM	12	1	$0.00	$0.00
49	IPS3204	Intergraph Mobile Responder Client CC - I/CAD	12/01/2024	11/30/2025	PRM	12	100	$8.72	$10,464.00
50	IPS0015MRC	I/Tracker NL for Intergraph Mobile Responder- Comp	12/01/2024	11/30/2025	PRM	12	1	$0.00	$0.00
51	IPS0048RDT	I/FRMS-CADlink CC - RDT License	12/01/2024	11/30/2025	PRM	12	1	$144.77	$1,737.24
52	IPS3042-TST	EdgeFrontier Runtime Engine - Test License	12/01/2024	11/30/2025	PRM	12	1	$0.00	$0.00
53	IPS0035NC	I/Backup - (No Charge)	12/01/2024	11/30/2025	PRM	12	2	$0.00	$0.00
54	IPS0045I	I/NetDispatcher CC	12/01/2024	11/30/2025	PRM	12	5	$102.46	$6,147.60
55	IPS0053BCK	I/Fire Station Printing CC - Backup License	12/01/2024	11/30/2025	PRM	12	1	$0.00	$0.00
56	IPS2305C	HxGN OnCall Analytics - Dispatch Advantage NL 4 Core Comp	12/01/2024	11/30/2025	PRM	12	1	$917.41	$11,008.92
57	IPS0082	Map Administration Utility CC	12/01/2024	11/30/2025	PRM	12	1	$205.51	$2,466.12
58	IPS0051RDT	I/CADLink CC - Redundant License	12/01/2024	11/30/2025	PRM	12	1	$144.77	$1,737.24
59	IPS0051BCK	I/CADLink CC - Backup License	12/01/2024	11/30/2025	PRM	12	1	$0.00	$0.00
60	IPS0045IBCK	I/NetDispatcher CC - Backup License	12/01/2024	11/30/2025	PRM	12	5	$0.00	$0.00

QuotationIssuedBy

Intergraph Corporation
305 Intergraph Way
Madison, Alabama 35758 USA
Tel: (256) 730-2000

Customer:	Santa Clara Police Department
Quote Number:	2024-60235
Quote Date:	06/05/2024
Expiration Date:	12/01/2024

61	EFCUSTOM16	EdgeFrontier CAD-to-CAD Interface	12/01/2024	11/30/2025	PRM	12	1	$270.69	$3,248.28
62	PSA1026	Axon CAD Xalt Interface	12/01/2024	11/30/2025	PRM	12	1	$182.08	$2,184.96
63	IPS0002	I/Dispatcher CC	12/01/2024	11/30/2025	PRM	12	16	$339.17	$65,120.64
64	IPSCUSTOM04	Custom Services for I/Informer to CLETS/NCIC	12/01/2024	11/30/2025	PRM	12	1	$609.50	$7,314.00
65	IPS3042-RDT	EdgeFrontier Runtime Engine - Redundant License	12/01/2024	11/30/2025	PRM	12	1	$300.70	$3,608.40
66	IPS0001HABCK	I/Executive for High Availability - Backup License	12/01/2024	11/30/2025	PRM	12	1	$0.00	$0.00
67	IPS0042ITST	I/NetViewer CC - Test License	12/01/2024	11/30/2025	PRM	12	5	$0.00	$0.00
68	IPS0048TST	I/FRMS-CADlink CC - Test License	12/01/2024	11/30/2025	PRM	12	1	$0.00	$0.00
69	PSA1033	CA AB-953 Automated Reporting	12/01/2024	11/30/2025	PRM	12	1	$303.45	$3,641.40
70	IPS2307	HxGN OnCall Analytics - Power Visuals CC	06/01/2025	11/30/2025	PRM	6	1	$0.00	$0.00
									$303,123.84

QuotationIssuedBy

Intergraph Corporation
305 Intergraph Way
Madison, Alabama 35758 USA
Tel: (256) 730-2000

Customer:	Santa Clara Police Department
Quote Number:	2024-60235
Quote Date:	06/05/2024
Expiration Date:	12/01/2024

Summary

	USD
Maintenance Total	$303,123.84
Total Price*:	**$303,123.84**
Total Cost for 5 year Renewal	$1,675,014.24
Total Renewal Year One	$303,123.84
Total Renewal Year Two	$318,288.96
Total Renewal Year Three	$334,209.24
Total Renewal Year Four	$350,919.48
Total Renewal Year Five	$368,472.72

*Tax included in this quotation is an estimate only. Final tax billed will reflect the applicable tax rates at time of sale as required by law.

Notes:

QuotationIssuedBy

Intergraph Corporation
305 Intergraph Way
Madison, Alabama 35758 USA
Tel: (256) 730-2000

Customer:	Santa Clara Police Department
Quote Number:	2024-60235
Quote Date:	06/05/2024
Expiration Date:	12/01/2024

This Quote is provided pursuant to and governed by those certain terms and conditions set forth in the Master Agreement, incorporated herein.

If maintenance is not purchased at the same time as you purchase products listed in this quotation, you may purchase the maintenance for the products at a later date; however reinstatement or upgrade fees shall apply.

QuotationIssuedBy

Intergraph Corporation
305 Intergraph Way
Madison, Alabama 35758 USA
Tel: (256) 730-2000

EXHIBIT J
ORDER NUMBER 4
2H2023 UPDATE FOR I/CAD 9.4

Subject to that certain Master Agreement (the "Master Agreement as Amended") between Intergraph Corporation doing business as Hexagon Safety and Infrastructure (referred to in this Order 4 as "Contractor", "Intergraph", and "Hexagon") and the City of Santa Clara ("Customer" or the "City"), this Order Number 4 ("Order 4") describes the services and software that will be provided to update the City's I/CAD 9.4 system to the 2H2023 version subject to the Statement of Work for Services for 2H2023 Update for I/CAD 9.4 attached to this Exhibit, as well as the terms and conditions which govern the relationship between the parties during the Order 4 Term. Unless otherwise defined, terms that are defined in the Master Agreement shall have the same meaning herein.

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HEXAGON
SAFETY & INFRASTRUCTURE

Santa Clara Police Department

Statement of Work
for

Services for 2H2023 Update for I/CAD 9.4

PRESENTED TO:

Thusitha Jayawardana

PRESENTED BY:

Tammy Heaton
Vice President, Account Management & Customer Support
Hexagon Safety, Infrastructure, & Geospatial division
305 Intergraph Way
Madison, AL 35758 USA
Phone: (336) 414-6087
Email: tammy.heaton@hexagon.com

May 8, 2024

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INTRODUCTION

This statement of work (“SOW” or “Statement of Work”) together with the Quote, is an Order made pursuant to and governed by the Master Agreement (as defined in the section below entitled “Terms and Conditions”), entered into by and between the City of Santa Clara (“Customer”) and Intergraph Corporation doing business through its Hexagon Safety & Infrastructure division (“Hexagon”) (collectively, the “Agreement”).

PURPOSE

The SOW guides the Activities associated with updating Customer’s CAD system to Upgraded Version (as defined below) (the “Project”). It documents Project implementation requirements, identifies each major Task within the implementation process, sets expectations for each Party, and identifies the criteria by which a Task will be considered complete.

Unless specifically noted within this SOW, all software shall be the standard COTS product.

The SOW includes and incorporates the following Attachments:

- Attachment A – List of Covered Products
- Attachment B – Glossary of Terms
- Attachment C – Project Timeline
- Attachment D – Bill of Materials for Subscription Licenses - I/CAD Maintenance Release Update

The remainder of this section details Project deliverables and Project assumptions related to the Project cost, schedule and scope.

Each task identified in the SOW includes the following, as necessary: Task Description, Task Deliverables, Task Prerequisites and Assumptions, Hexagon/Customer Team Participation and Responsibilities, and Task Acceptance Criteria. The Tasks defined in the SOW may not be listed chronologically, and the actual Project implementation tasks and timelines will follow the Project Schedule, unless otherwise noted.

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PROJECT DELIVERABLES

- Implementation services, as specified in this SOW.

GENERAL ASSUMPTIONS

Agreement and Schedule Assumptions

- Execution of and Hexagon's performance under this SOW is contingent and predicated upon Customer having a valid Support Contract with Hexagon prior to starting the Project and throughout the Project.
- Hexagon's willingness to provide the Services in this SOW is predicated upon its understanding of Customer's current Hexagon software (the "System"), and its configurations are based upon configurations Hexagon made for Customer during the latter of the initial implementation of the System or the most recent upgrade to the System. Configuration changes made by Customer are not included in the scope of this SOW and will be the responsibility of the Customer to update.
- Hexagon shall have timely access to Customer Project staff. Customer shall make additional personnel available on a priority basis, as needed, to provide subject matter expertise to complete this Project.
- Customer shall have at least one (1) System Administrator, technical resource(s), and Subject Matter Expert(s) available to perform and/or support all Customer Responsibilities and timely respond to Hexagon requests.
- Customer shall provide Hexagon with contact information for a Customer resource to resolve any issues that should arise from Hexagon's access of Customer's System during working and non-working hours.
- Customer shall provide Hexagon, upon request, with access to all data, documents, plans, reports, diagrams, and analyses related to the scope of work and responsibilities of this Project.
- Unless otherwise noted in this SOW, all Documentation, if any, provided by Hexagon under this SOW will only be COTS Documentation and delivered electronically.
- All Hexagon personnel performing remote tasks will be identified and vetted, to the extent intended to address CJIS requirements, prior to commencement of those remote tasks.
- Any Service Request (CASE) that is set to Waiting on Customer (WOC) will automatically be closed after 10 business days if the customer does not update the service request.

Project Assumptions

- Customer has reviewed the SOW and acknowledges and agrees that only those Covered Products listed in Attachment A will be updated under this SOW and all Software Products not listed in Attachment A will not be updated under this Order,
- Covered Products listed in Attachment A will be updated to the I/CAD 9.4 2H2023 Maintenance Release ("Upgraded Version") version or be compatible therewith.
- For travel to perform Services in addition to what is included in this scope, a Change Order will be required.
- Hexagon software maintenance begins upon cutover to production use, if applicable.
- Customer is on I/CAD 9.4 version ("CAD Current Version").

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- Customer is on MPS 9.4 version ("MPS Current Version" and collectively with CAD Current Version, the "Current Version").
- This SOW does not include Services for changes to the Current Version if any of the following apply:
    - Changes that were not performed by Hexagon;
    - Changes that were made outside or not recorded in the contract governing implementation of Customer's Current Version;
    - Changes that are not covered by Customer's current Support Contract.

Hardware and Software Assumptions

- All Software will be electronically delivered.
- Customer shall have current backups of their existing environments.
- This Project contemplates installing the Upgraded Version on new Customer hardware.

System Access/CJIS Assumptions

- Upon Customer request, Hexagon personnel may undergo a criminal background check consisting of biographical information necessary to initiate an NCIC query and fingerprinting. To the extent Customer requires Hexagon personnel to undergo such criminal background check, Customer shall arrange for such criminal background check and fingerprinting and be responsible for all costs associated with the criminal background check and fingerprinting. Any remote personnel shall only be required to provide biographical information necessary to initiate a NCIC query and a fingerprint card completed by any law enforcement agency.
- Customer shall grant Hexagon personnel system administrator level access with unique log-in credentials to all servers, networks, databases, and workstations that will be involved in the Project
- SecureLink is the remote access solution used by Hexagon. If Customer desires for Hexagon to utilize an alternate method and/or process for remotely working on their System, such alternate method and/or process shall be mutually agreed upon prior to this SOW being executed. Such alternate method and/or process may impact the original level of effort and Project Schedule quoted for this update, which in turn may require a Change Order to modify.
- Customer shall provide unrestricted system and VPN access via SecureLink to Hexagon developers and implementers who will need to have access to multiple infrastructure platforms at the same time.
- Customer shall provide Hexagon personnel individualized system access credentials and shall provide Hexagon's authorized resources VPN access twenty-four (24) hours a day, seven (7) days a week for the duration of the Project.
- Per CJIS security policy, customers who wish to access U.S. national databases using mobile devices must use data encryption that is FIPS 140-2 certified and meets other CJIS requirements. Customer shall ensure that their data communications infrastructure and devices comply with CJIS and applicable State requirements.

Third-Party Assumptions

- Customer will make every best effort to schedule and coordinate third-party technical resources in such a way as to ensure that a negative impact to the overall Project Schedule does not occur.

- Customer shall maintain, in good working order, all third-party systems that will integrate with Hexagon Software or on which the Hexagon Software depends as part of this Project, except for those systems that are included as Hexagon subcontractors.
- Customer shall be responsible for the operation and timely availability of external systems or third-party software necessary for the execution of the Project.
- If a delay in the Project is caused by a third-party vendor, Hexagon services not covered in this SOW may be required at additional costs.

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PROJECT SERVICES

1. Virtual Server Creation

Task Description

This task is for creation and configuration of the project VMs. It includes the creation of the VMs, setting server names and IPs, joining them to the domain and adding the Hexagon CAD Admin groups to the local admins groups of the servers to provide the implementers the required access for the rest of the Project.

Task Deliverables

- Server configuration documentation
- Ability to login to the various VMs

Task Prerequisites

- Customer must have available virtual environment resources for staging of project VMs
- VPN credentials and client (if needed) must be provided to the Hexagon Project Manager
  - Not required if Customer is using SecureLink
- Complete the Server name, IP Address and Service account template provided by Hexagon

Task Assumptions

- All work being performed by Hexagon that requires physical access to the equipment will be performed on site, and those tasks that do not require physical access may be performed remotely at Hexagon's discretion
- New servers will be created/provided for the sole purpose of the Project defined by this SOW and will not serve other roles
- Access to the vCenter server via Power CLI is required by the Hexagon staff to script the creation of the VMs

Hexagon Team Responsibilities

Hexagon shall:

- Import VM Templates to vCenter, create the VMs, assign them the required CPU, memory, and disk space to comply with the Public Safety System Specifications document
- Assign the IP Addresses to the VMs
- Join the VMs to the domain
- Apply current Windows updates if Internet connectivity or access to another repository for updates is available
- Configure Hexagon Licensing Servers
- Provide spreadsheet with server names, IPs, and passwords utilized
- Provide updated Visio document showing servers, applications installed, names, and IPs

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Customer Team Responsibilities

Customer shall:

- Provide domain level credentials for the vCenter server and join servers to the domain
- Provide assistance with resolving issues related to network connectivity and/or remote access
- Answer other configuration questions as needed

Task Acceptance Criteria

This Task is considered complete when the Server Configuration Documentation has been delivered to Customer.

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2. SQL AlwaysOn Configuration

Task Description

This task is for creation and configuration of the SQL AlwaysOn Availability group and the underlying Windows Failover Cluster.

Task Deliverables

- Hexagon - Functional SQL AlwaysOn Availability Group
- Customer – Names and IPs associated with the cluster and AlwaysOn availability group.

Task Prerequisites

- Database servers for the project are created and joined to the domain.
- SQL Service account created, and credentials provided to the Hexagon implementer.
- SQL Cluster AD Objects must be pre-staged
- VPN credentials and client (if needed) must be provided to the Hexagon Project Manager
  - Not required if Customer is using SecureLink

Task Assumptions

- This work will be performed remotely unless the Hexagon implementer happens to be onsite for other tasks.
- Customer is using SQL Enterprise

Hexagon Team Responsibilities

Hexagon shall:

- Create the Failover Cluster and SQL AlwaysOn Configuration

Customer Team Responsibilities

Customer shall:

- Create the SQL Service account meeting the following requirements.
  - It must be a domain level account
  - It should have a complex password
  - The password should be set to never expire (This doesn't mean that you can't change it but that it needs to be done in a controlled fashion.)
  - The account needs full control of the AD Computer objects that will participate in the cluster
  - The account should be a local admin on the DB Servers in the cluster
- Pre-stage the Active Directory SQL cluster objects
  - Reference article https://technet.microsoft.com/en-us/library/dn466519.aspx
  - Create the cluster object
  - Grant the service account full control

- Disable the account

- Pre-stage the AlwaysOn Listener
  - Reference Article http://stackoverflow.com/questions/13717574/sql-availability-group-listener-creation-fails
  - Create the object
  - Grant the cluster computer object full control of the listener object
  - You can disable it, but it is not required.
- Provide the cluster name and IP Address(es) to Hexagon. Multiple IPs are required if the cluster spans subnets.
- Provide the AlwaysOn Listener Name and IP to Hexagon. Multiple IPs are required if the cluster spans subnets.
- Provide assistance with resolving issues related to network connectivity and/or remote access
- Answer other configuration questions as needed

Task Acceptance Criteria

This Task is considered complete when the SQL AlwaysOn configuration is complete and staged on the server(s) that will become the production system upon Cutover.

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3. 2H2023 Update in Non-production ancillary Environment for I/CAD 9.4

Task Description

Hexagon resources will provide remote services to install the Upgraded Version of the Covered Products in Customer's non-production ancillary environment.

Task Deliverables

- Staging of Upgraded Version in the non-production ancillary environment

Task Prerequisites and Assumptions

- Remote access enabled on all servers for the Hexagon users account(s).
- Customer will have dedicated representatives scheduled and available for contract by Hexagon resources during testing and working on Defects.
- Hexagon resource will only install the Upgraded Version.
- All Services are performed remotely.

Hexagon Team Participation and Responsibilities

- Install the Covered Products in Attachment A.

Customer Team Participation and Responsibilities

- Verify all Covered Products listed in Attachment A are accounted for in the provided checklist.
- The Customer has provided Hexagon with a full backup of their existing production database or given permission for Hexagon to take the backup on the Customer's behalf.
- Once the full backup of I/CAD database is complete, it will be used for the update activity. The Customer must track any changes made to the (current) Production environment. The Customer is then responsible for replicating said changes in the non-production database once the upgrade is complete.

Task Acceptance Criteria

This Task is complete when the Upgraded Version for the Covered Products listed in Attachment A have been installed in the Customer's non-production ancillary environment.

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4. 2H2023 Update in Training Environment for I/CAD 9.4

Task Description

Hexagon resources will provide remote services to install the Upgraded Version of the Covered Products in Customer's training environment.

Task Deliverables

- Staging of Upgraded Version in the training environment

Task Prerequisites and Assumptions

- Remote access enabled on all servers for the Hexagon users account(s).
- Customer will have dedicated representatives scheduled and available for contract by Hexagon resources during testing and working on Defects.
- Hexagon resource will only install the Upgraded Version.
- All Services are performed remotely.

Hexagon Team Participation and Responsibilities

- Install the Covered Products in Attachment A.

Customer Team Participation and Responsibilities

- Verify all Covered Products listed in Attachment A are accounted for in the provided checklist.

Task Acceptance Criteria

This Task is complete when the Upgraded Version for the Covered Products listed in Attachment A have been installed in the Customer's training environment.

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5. Testing of 2H2023 Update for I/CAD 9.4

Task Description

During this Task, Customer will conduct internal testing of the Upgraded Version and its configuration in a timely manner and report any Defects back to Hexagon via Hexagon's CRM tool within ten (10) business days of receiving notification from Hexagon that the Upgraded Version is ready for testing.

Hexagon resources make commercially reasonable efforts to ensure prior configurations are carried forward to the Updated Version. That effort notwithstanding, Defects can appear after upgrading the software.

During update configuration testing, and as a result of Customer being the only party that can fully understand all associated workflows, site-specific configuration decisions, and product customizationsas they apply to Customer's operation, Customer is solely responsible for making sure the I/CAD and MPS Subsystems are acceptable and ready for production use. If the Customer desires additional Services from Hexagon to further configure or modify the Upgraded Version, those Services may be quoted for a fee.

Nothing in Hexagon's responsibilities herein modifies the Version Limitations or n-1 support framework provided in the Support Contract. Consequently, if the Upgraded Version is outside of the support framework, resolution of Defects may be limited or unavailable.

Task Deliverables

- Defect Trending Report

Task Prerequisites and Assumptions

- The following items must be complete and fully deployed prior to beginning this task:
    - Upgraded Version has been installed in Test Environment.

Hexagon Team Participation and Responsibilities

- Will provide up to thirty-two (32) hours of support over the course of the twenty (20) days of Customer testing period. If additional hours are needed, a change order will be required to add services for support.
- Address Blocker Defects and answer functionality questions.
- Respond to Defects in a timely manner according to the Project Schedule and assigned timeframes for addressing errors as set forth in the Customer's existing maintenance and support agreement.

Customer Team Participation and Responsibilities

- Customer will conduct update configuration testing with remote support from Hexagon resources.
- Customer will file an CASE in the CRM tool for all Defects encountered as part of testing. CASEs must contain all information required to reproduce the Defect being reported. Defects should not be reported until they can be reproduced and the steps to reproduce are documented. CASEs may be filed upon the occurrence of any of the following events, which is not an exhaustive list:
    - Defects
    - Anomalies
    - Questions

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- All CASEs filed as part of the configuration testing for the update must have a summary that begins with “UPDATE:” This requirement is intended to ensure the Defect is properly routed to the Hexagon resource assigned responsibility for addressing Defects.
- Respond in a timely manner to inquiries from Hexagon resources assigned to work on addressing Defects.
- Complete Update Configuration Testing within twenty (20) calendar days from the date upon whichHexagon notifies Customer the Upgraded Version is ready for testing (“Testing Period”).

Task Acceptance Criteria

This Task is considered complete upon completion of the Testing Period.

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6. Addressing Defects from the Testing Period

Task Description

During this Task, Hexagon resources will review Defects filed by Customer as a result of Customer testing conducted in the Update Configuration Testing task. Hexagon will address Blocker Defects encountered during or prior to the Testing Period and answer functionality questions Customer has submitted. Permissive Defects shall not preclude completion of the project or be a condition for completion of any Task and will be supported in accordance with the Customer's existing Support Contract.

Addressing Defects is very much a team effort. Hexagon will rely on Customer to report detailed and accurate information about the Defects encountered, which shall include, but not be limited to:

- A complete and accurate description of the Defect;
- A complete workflow description that allows the Defect to be reproduced, including any variables required such as unit ID, event location, event type, personnel, date, time etc.
- The name and contact information for the person reporting the Defect.

Hexagon resources will be scheduled to address Defects noted in Attachment B after the Upgraded Version has been configured in the Test environment and documented in the mutually agreed upon Project Schedule.

Task Deliverables

- CASE List

Task Prerequisites and Assumptions

- Remote access enabled on all servers for the Hexagon users account(s).
- VPN credentials and client (if needed) provided to the Hexagon Project Manager.
    - Not required if Customer is using SecureLink.
- All work for this task will be conducted remotely.
- Customer will have dedicated representatives scheduled and available for contract by Hexagon resources during testing and working on errors.
- All Defects will be tracked via Hexagon's CRM tool.
- Requests for new configuration or testing conducted outside of the Testing Period may require a Change Order to add additional scope/level of effort and modify the Project Schedule accordingly.

Hexagon Team Participation and Responsibilities

- Address Blocker Defects recorded in the CRM tool and respond in a timely manner and in accordance with the Project Schedule

Customer Team Participation and Responsibilities

- Ensure adequate detail is available to aid Hexagon as it addresses Defects recorded by Customer in the CRM tool
- Respond to Hexagon questions and requests for information in a timely manner.

Task Acceptance Criteria

This Task is complete when the Hexagon implementation team has addressed all valid Blocker Defects.

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7. Cutover to Production Use

Task Description

During this task the production system will Cutover to the Upgraded Version. The Cutover to production use is the culmination of the tasks that comprise this SOW. During the Cutover process, the following tasks will be completed:

- Production use of the Current Version will be stopped. Downtime is generally less than four (4) hours. Interface downtime can be far longer depending on circumstances surrounding third-party availability, required connections to third-party vendors, and availability of the Hexagon Product Center/developer support
- If new hardware was purchased to run the upgraded I/CAD system:
  - The database will be cleaned of all test data
  - The number tables between old version and new version will be synchronized to avoid any gaps in event and/or case numbers
  - Operators may connect to and begin using the upgraded system

The CAD and MPS Subsystems will be absent of any historical unit and event data until the backfill of data has been completed.

The Current Version I/CAD database will be upgraded again to the Upgrade Version to capture the entire event and unit history data generated since the full Subsystem backup was taken for the I/CAD Database Upgrade task.

Task Deliverables

- On-site Cutover support by Hexagon resources

Task Prerequisites

- Agreement by and between Hexagon and Customer that Cutover can proceed (“Cutover Commencement Agreement”)

Task Assumptions

- Hexagon's Project Manager will direct the following activities:
  - Verify software configuration is ready for live Cutover
  - Work with Customer to ensure third-party vendors are available for support during Cutover, if needed
  - Coordinate addressing of post Cutover P1 errors with Customer and Hexagon
  - Be on site during the week of Cutover
- Hexagon will have a Project Manager, a CAD Implementer, and a CAD Interface/Mobile Implementer on site for the week of Cutover
- Cutover will take place on the day and time designated by Customer but will occur no later than Tuesday of the week designated for Cutover
- If Cutover cannot take place due to issues within the control of Customer and/or Customer’s vendor(s), there may be a cost associated with re-scheduling the upgrade Cutover

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Hexagon Team Responsibilities

Hexagon shall:

- Stop all I/CAD and I/CAD interface related services on the existing (old) version of I/CAD, thus shutting down access to the old System
- Synchronize the number table entries between the old System and the new System, ensuring no event or case numbers are skipped and verifying that no System level numbers are or will be duplicated
- Start all the I/CAD and I/CAD interface services on the upgraded System
- Notify Customer that the upgraded I/CAD system is ready for production use

Customer Team Responsibilities

Customer shall:

- Use the unit summary command to print off lists of the units currently logged on and their statuses
- Use the event chronology command to print an event chronology for every open event (pending or active)
- Cancel all pending events with a disposition code to be determined by Customer, and a comment that states “CLOSED FOR CAD UPGRADE”
- Clear all units from active events with a disposition code to be determined by Customer, and a comment that states “CLEARED AND CLOSED FOR CAD UPGRADE”
- All operators must sign out of the Hexagon applications they are using and exit the application
- Stop all use of the existing (old) version of I/CAD including all I/Dispatcher, I/Calltaker, NetViewer, NetDispatcher, Mobile for Public Safety, and other interfaces

Task Acceptance Criteria

This Task is complete when the Customer has Cutover to the Upgraded Version.

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8. Test/Training Server Update

Task Description

This task is for configuring the Test/Training server utilizing copy of the Production VM. Only those products on the Customer's maintenance agreement that have applicable license types, i.e. test and/or training licenses, or new product(s) with applicable licenses being purchased as part of this upgrade will be configured for test/training server. This task does include the setup of the VMs, setting server names and IPs, joining them to the domain and adding the Hexagon CAD Admin groups to the local admin groups of the servers.

Task Deliverables

- Updated Server configuration documentation, which includes: (i) a spreadsheet with server names, IPs and passwords utilized and (ii) an updated Visio document showing servers, applications installed, names, and IP addresses (collectively, "Server Configuration Documentation")

Task Prerequisites

- Customer must have available virtual environment resources for staging of project VMs
- VPN credentials and client (if needed) must be provided to the Hexagon Project Manager
  - Not required if Customer is using SecureLink
- Complete the Server name, IP Address and Service account template provided by Hexagon.

Task Assumptions

- New servers will be created/provided for the sole purpose of the Project defined by this SOW and will not serve other roles
- Access to the vCenter server via Power CLI is required by the Hexagon staff to script the creation of the VMs

Hexagon Team Responsibilities

Hexagon shall:

- Configure Hexagon Test/Training Servers for products on Maintenance or purchased as part of this Upgrade

Customer Team Responsibilities

Customer shall:

- Clone the designated VMs, assign them the required CPU, memory, and disk space to comply with the Public Safety System Specifications document
- Assign the IP Addresses to the VMs
- Join the VMs to the domain
- Apply current Windows updates if Internet connectivity or access to another repository for updates is available
- Provide assistance with resolving issues related to network connectivity and/or remote access
- Answer other configuration questions as needed

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Task Acceptance Criteria

This Task is complete when the VMs for the Test/Training servers have been configured and Server Configuration Documentation has been delivered to the Customer. Server documentation includes two documents: a spreadsheet that lists server names, IPS, and passwords as appropriate, and a Visio document that shows the servers with the Hexagon applications installed on each server.

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ACCEPTANCE CRITERIA

The software and services shall be considered as accepted with either written acceptance by the Customer or upon installation of the Hexagon I/CAD 9.4 2H2023 Update in the production environment, whichever comes first. Prior to acceptance, defects shall be addressed by Hexagon in accordance with the framework set forth in the Statement of Work.

Note: If a delay in final acceptance is caused by another vendor or Customer's inability to provide required deliverables and lasts for more than 30 days after delivery by Hexagon, Customer agrees to provide written acceptance of the Hexagon software and services.

SCHEDULE

Scheduling of Hexagon's services will occur: (1) upon receipt of this executed document, (2) receipt of Customer's purchase order (if applicable), and (3) if Customer has no past due payments to Hexagon. Hexagon and Customer will determine a mutually agreeable schedule for completion of the deliverables as described in this SOW.

CONTRACT PRICE

Pricing for the SOW is in accordance with Hexagon's Quote to which this SOW is attached.

TERMS OF PAYMENT

Payment for this SOW will be due according to the following payment schedule:

PAYMENT MILESTONE	PAYMENT PERCENTAGE
Upon execution of SOW	$83,467.21
Upon acceptance as defined in Section: Acceptance Criteria	$83,467.21
Total Amount	**$166,934.42**

Payment terms are set forth in the Master Terms.

TERMS AND CONDITIONS

This Quote is an Order made pursuant to that certain Master Agreement dated October 12, 2017 by and between the City of Santa Clara ("Customer") and Intergraph Corporation, doing business through its Hexagon Safety & Infrastructure division ("Hexagon").

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ATTACHMENT A — SOFTWARE COVERED UNDER MAINTENANCE

Contract: Master Agreement Executed 10/12/17

PART NUMBER	DESCRIPTION	QUANTITY
PSA1002	ASAP CAD Xalt Interface	1
PSA1026	AXON CAD Xalt Interface	1
PSA1026TST	AXON CAD Xalt Interface - TEST	1
IPSCUSTOM04	CAD Custom Interface (I/Informer to CLETS/NCICCLETS/NCIC)	1
IPSCUSTOM04	CAD Custom Interface (I/Informer Query into Legacy RMS)	1
IPSCUSTOM04	CAD Custom Interface (I/Informer to CJIC)	1
IPSCUSTOM04	CAD Custom Interface (Informer Nested Queries)	1
IPSCUSTOM04	CAD Custom Interface (Informer Transactions for Mobile Responder)	1
GSPX5006C	I/Incident Analyst CC w/GeoMedia Advantage CC	1
IPS2305C	HXGN OnCall Analytics – Dispatch Advantage	1
IPS0035NC	I/Backup	1
IPS0004CAC	I/CAD Message Suite for CA State Switch CC	1
IPS0051	I/CADLink CC	1
IPS0051BCK	I/CADLink CC – Backup License	1
IPS0051RDT	I/CADLink CC – Redundant License	1
IPS002	I/Dispatcher CC	16
IPS002TST	I/Dispatcher CC – Test License	1
IPS002TRN	I/Dispatcher CC – Training License	3
IPS0001HA	I/Executive for High Availability	1

IPS0001HABCK	I/Executive for High Availability – Backup License	1
IPS0001HATST	I/Executive for High Availability – Test License	1
IPS0001HATRN	I/Executive for High Availability – Training License	1
IPS0052	I/Fire Station Alerting CC	1
IPS0052BCK	I/Fire Station Alerting CC – Backup License	1
IPS0053	I/Fire Station Printing CC	1
IPS0053BCK	I/Fire Station Printing CC – Backup License	1
IPS0053TST	I/Fire Station Printing CC – Test License	1
IPS0053TRN	I/Fire Station Printing CC – Training License	1
IPS0048	I/FRMS – CADlink CC	1
IPS0048TST	I/FRMS – CADlink CC – Test License	1
IPS0048BCK	I/FRMS – CADlink CC – Backup License	1
IPS0048RDT	I/FRMS – CADlink CC – Redundant License	1
IPS0004	I/Informer CC	1
IPS0004TST	I/Informer CC – Test License	1
IPS0004BCK	I/Informer CC – Backup License	1
IPS0004TRN	I/Informer CC – Training License	1
IPS0004RDT	I/Informer CC – Redundant License	1
IPS1184	I/MAP Editor for ArcGIS CC	1
IPS0009MRC	I/MDT for Mobile Responder - Comp	1
IPS0009	I/Mobile Data Terminal NL	1
IPS0009TST	I/Mobile Data Terminal NL – Test License	1
IPS0009RDT	I/Mobile Data Terminal – Redundant License	1
IPS0009TRN	I/Mobile Data Terminal – Training License	1

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IPS00451	I/NetDispatcher CC	5
IPS00451TST	I/NetDispatcher CC – Test License	5
IPS00451BCK	I/NetDispatcher CC – Backup License	5
IPS00421	I/NetViewer CC	5
IPS00421TST	I/NetViewer CC – Test License	5
IPS00421BCK	I/NetViewer CC – Backup License	5
IPS0012	I/Page NL	2
IPS0012BCK	I/Page NL – Backup License	1
IPS0012RDT	I/Page NL – Redundant License	1
IPS0008	I/Push to Talk NL	1
IPS0008BCK	I/Push to Talk NL – Backup License	1
IPS0008RDT	I/Push to Talk NL – Redundant License	1
IPS0015	I/Tracker – I/CAD NL	1
IPS0015ABCK	I/Tracker – I/CAD NL – Additional Back License	1
IPS0015A	I/Tracker – I/CAD NL – Additional License	1
IPS0015ARDT	I/Tracker – I/CAD NL – Additional Redundant License	1
IPS0015ATST	I/Tracker – I/CAD NL – Additional Test License	1
IPS0015ATRN	I/Tracker – I/CAD NL – Additional Training License	1
IPS0015RDT	I/Tracker – I/CAD NL – Redundant License	1
IPS0015TST	I/Tracker – I/CAD NL – Test License	1
IPS0015MRC	I/Tracker NL for Mobile Responder – Comp	1
IPS1168C	Incident Analyst CC - Comp	1
PSA1018	InterCAD CAD Xalt Interface	1
IPS2300A	Intergraph Insight Explorer – 5 Concurrent Users	1

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IPS3204	Mobile Responder Client CC – I/CAD	100
IPS3206	Mobile Responder Client Server CC – I/CAD	1
IPS1183	Remote Content Management CC	1
IPS0082	Map Administration Utility CC	1
IPS0080	Mobile for Public Safety CC	56
IPS1128UG	ProQA Paramount I/CAD Interface CC – Upgrade Only	3
IPS0028A	RapidSOS for I/CAD – Essentials	1
IPS3042DEV	Xalt – Integration Developer Engine NL	1
IPS3042BCK	Xalt – Integration Runtime Engine NL – Backup License	1
IPS3042RDT	Xalt – Integration Runtime Engine NL – Redundant License	1
IPS3042TST	Xalt – Integration Runtime Engine NL – Test License	1
IPS3042	Xalt – Integration Runtime Engine NL	1
EFCUSTOM16	Xalt Custom Development Services	1
EFCUSTOM16	Xalt Custom Development Services	1
EFCUSTOM16	Xalt Custom Development Services	1
PSA1033	CA AB-953 Automated Reporting	1

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ATTACHMENT B — GLOSSARY OF TERMS

Unless otherwise defined herein all capitalized terms shall have the definition ascribed to the term as set forth in the Master Terms, regardless of the existence of a Master Agreement.

"**Blocker Defect**" means a Level One Defect as defined in the chart below.*

"**CJIS**" means most recent Criminal Justice Information Services Security Policy published by the Federal Bureau of Investigation.

"**Customer Responsibilities**" means (1) those specific tasks and obligations identified in the SOW as being the responsibility of the Customer and (2) those obligations, not stated in the SOW, but which would otherwise be reasonably considered as being Customer obligations and responsibilities.

"**Customer Project Manager**" means a single duly-authorized Customer representative with the authority and/or responsibility to: (1) approve deliverables, changes, invoices, and other official Project documents; (2) allocate and schedule the necessary Customer resources and facilities required to work on and support the Project; (3) communicate with Hexagon's Project Manager; (4) coordinate any necessary efforts performed by Customer's third-party vendors; and (5) provide a single point of contact for coordination with the Hexagon Project Manager.

"**Hexagon Project Manager**" means Hexagon's resource who shall be responsible for the following: (1) maintaining Project communications with the Customer Project Manager; (2) managing the efforts of the Hexagon staff and coordinating Hexagon's activities with the Customer Project Manager; (3) conducting any meetings (if applicable) with the Customer Project Manager; and (4) preparing and submitting Project changes to the Customer Project Manager, as necessary

"**NCIC**" means the National Crime Information Center.

"**Network Infrastructure**" means the provision of adequate network and internet connectivity to provide sufficient operational bandwidth for the operation of the System in a manner consistent with the Product System Specifications together with all industry-standard network security, monitoring, and protection.

"**Permissive Defects**" means a substantially failed test that would correspond to a Level Two, Three or Four Error as defined in the chart below*, if the Defect occurred in a live environment.

"**Project Assumptions**" means assumptions about the SOW. Changes in any of the assumptions will affect the scope, schedule, and/or cost of the Project.

"**Project Team**" means the applicable Core Team and other resources assigned to provide information or services in connection with the Project, or applicable part thereof.

"**Subject Matter Expert**" **or "SME**" means a person(s) who has particular knowledge about a specific topic(s).

"**System Administrator(s)"** means a person or persons having the appropriate education, training, and/or experience in information technology to provide first tier support of the System.

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"**Upgraded Version**" means the new version of I/CAD and MPS the Customer will operate as a result of completion the tasks set forth in the SOW.

*

Level	Impact of Defect
Level One	*No workaround available and either:* • *Productive use prohibited, or* • *Aborts.*
Level Two	*No workaround available and either:* • Primary purpose compromised, or • Productive use significantly impacted
Level Three	• Productive, but incomplete operation Level Three Defects generally have a workaround or do not otherwise substantially impair productive use.
Level Four	• Defects not qualifying as Level One, Two, or Three, including defects of a cosmetic nature and defects not materially limiting complete productive use

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ATTACHMENT C — ESTIMATED PROJECT TIMELINE

Task Name	Duration	Business Days Since Start
I/CAD Maintenance Release Update	**65.25 days**	**0 days**
2H2023 Update in Test Environment for I/CAD 9.4	**32 days**	**10.25 days**
Virtual Server Installation	**7.25 days**	**10.25 days**
Configure Securelink for Remote Access	0 days	10.25 days
Database Upgrade	**0.25 days**	**17.5 days**
GUI Upgrade	**5 days**	**17.75 days**
COTS Interface Upgrade	**16.25 days**	**22.75 days**
MPS Build Update	**3.25 days**	**39 days**
2H2023 Update in Training Environment for I/CAD 9.4	**14.25 days**	**0 days**
Testing of 2H2023 Update for I/CAD 9.4	**10 days**	**42.25 days**
Customer conducts functional testing (10 business days)	10 days	42.25 days
Addressing Defects from the Testing Period	**15 days**	**42.25 days**
2H2023 Update in Production Environment for I/CAD 9.4	**8 days**	**57.25 days**
Data Refresh	**1 day**	**57.25 days**
Readiness Review	**3 days**	**58.25 days**
Cutover to Production Use	**4 days**	**61.25 days**

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Attachment D - Bill of Materials for Subscription Licenses -I/CAD Maintenance Release Update

The following subscription Test licenses will be utilized during the I/CAD Maintenance Release update project. The subscription Test licenses will be valid for up to a twelve (12) month period during the project. These subscription Test licenses are solely for nonproduction use and their inclusion creates no entitlement to them outside of this stated purpose.

The subscription Test licenses will remain on Customer's non-production ancillary environment for the duration of the I/CAD Maintenance Release update project, the conclusion of which, Hexagon will discontinue the subscription.

Part #	Description	Quantity
IPS0035TSTSU	I/Backup NL - Subscription - Test License	1
IPS0001HATSTSU	I/Executive for High Availability - Subscription - Test License	1
IPS0002TSTSU	I/Dispatcher CC - Subscription - Test License	16
IPS0004TSTSU	I/Informer CC - Subscription - Test License	1
IPS0008TSTSU	I/Push To Talk NL - Subscription - Test License	1
IPS0009TSTSU	I/Mobile Data Terminal NL - Subscription - Test License	1
IPS0012TSTSU	I/Page NL - Subscription - Test License	1
IPS0015TSTSU	I/Tracker - I/CAD NL - Subscription - Test License	1
IPS0015ATSTSU	I/Tracker - I/CAD NL - Additional Subscription - Test	1
IPS0028ATSTSU	RapidSOS for I/CAD - Essentials - Subscription - Test License	1
IPS0035TSTSU	I/Backup NL - Subscription - Test License	1
IPS0042ITSTSU	I/NetViewer CC - Subscription - Test License	5
IPS0045ITSTSU	I/NetDispatcher CC - Subscription - Test License	5
IPS0048TSTSU	I/FRMS-CADlink CC - Subscription - Test License	1
IPS0051TSTSU	I/CADLink CC - Subscription - Test License	1
IPS0052TSTSU	I/Fire Station Alerting CC - Subscription - Test License	1
IPS0053TSTSU	I/Fire Station Printing CC - Subscription - Test License	1
IPS0080TSTSU	Mobile for Public Safety CC - Subscription - Test License	56
IPS0082TSTSU	Map Administration Utility CC - Subscription - Test License	1
IPS1128UGTSTSU	ProQA Paramount I/CAD Interface CC - UPG Only - Subscription - Test License	1
IPS1183TSTSU	Intergraph Remote Content Management CC - Subscription - Test License	1
IPS1184TSTSU	I/Map Editor for ArcGIS CC - Subscription - Test License	1

IPS2305TSTSU	HxGN OnCall Analytics - Dispatch Advantage NL 4 Core - Subscription - Test License	1
IPS3042-TSTSU	Xalt - Integration Runtime Engine NL - Subscription - Test License	1
IPS3204TSTSU	Intergraph Mobile Responder Client CC - I/CAD - Subscription - Test License	100
IPS3206TSTSU	Intergraph Mobile Responder Server - I/CAD CC - Subscription - Test License	1
PSA1033TSTSU	CA AB-953 Automated Reporting - Subscription - Test License	1
IPS0004CACTSTSU	I/CAD Message Ste for CA State Switch CC - Subscription - Test License	1
PSA1002TSTSU	ASAP CAD Xalt Interface - Subscription - Test License	1
PSA1018TSTSU	InterCAD CAD Xalt Interface - Subscription - Test License	1
PSA1026TSTSU	Axon CAD Xalt Interface - Subscription - Test License	1
IPS1168TSTSU	Incident Analyst – Subscription- Test License	1

24-855 Agenda Date: 9/24/2024

REPORT TO COUNCIL

SUBJECT
Action on Authorizing the Use of City Electric Forces for Public Works Projects at Various Locations

COUNCIL PILLAR
Deliver and Enhance High Quality Efficient Services and Infrastructure

BACKGROUND
Section 1310 of the Santa Clara City Charter (Contracts on Public Works) states “that every contract involving an expenditure of more than one thousand dollars ($1,000) for the construction or improvement (excluding maintenance and repair) of public buildings, works, streets, drains, sewers, utilities, parks and playgrounds shall be let to the lowest responsible bidder.” The section further states that “the City Council may declare and determine that, in its opinion, the work in question may be performed better or more economically by the City with its own employees, and after the adoption of a resolution to this effect by at least four affirmative votes, it may proceed to have said work done in the manner stated, without further observance of the provisions of this section.”

DISCUSSION
Staff believes that the work described below is better performed with City forces based upon the following factors: (1) the work is limited in size and scope; (2) City forces have knowledge and training in operating and maintaining the electric system that can be leveraged to more economically perform this work; and (3) bidding out the work and contracting with a private entity would not likely result in a lower overall cost or time savings. Therefore, staff recommends that the City Council declare and determine that City forces can better perform the installation of the following electric facilities and approve the use of City forces.

Estimate Number:	38647
Location:	45 Cronin Drive
Type of Service:	New Business
Description of Work:	Replace old wood pole with new wood pole and install overhead transformer bank for customer's service.
Estimated Cost:	$30,855
Appropriation:	Electric Utility Capital Fund (591) Project 2005 - New Business Estimate Work
Source of Revenue:	Customer Service Charges

Estimate Number:	36613
Location:	2230 Calle Del Mundo
Type of Service:	New Business
Description of Work:	Install 2 padmount switches, 2 padmount transformers, 1120' high voltage

	conductor, 1600' low voltage conductor, 3 street light poles and luminaires, and 373 meters.
Estimated Cost:	$518,643
Appropriation:	Electric Utility Capital Fund (591) Project 2005 - New Business Estimate Work
Source of Revenue:	Customer/Developer Contribution

Estimate Number:	38085
Location:	2900 Semiconductor Drive
Type of Service:	New Business
Description of Work:	Install 2 vacuum disconnect switches, pull 12kv cable, and reroute existing 12kv service into new vacuum disconnect switch.
Estimated Cost:	$561,798
Appropriation:	Electric Utility Capital Fund (591) Project 2005 - New Business Estimate Work
Source of Revenue:	Customer/Developer Contribution

Estimate Number:	38386
Location:	2250 Walsh Avenue
Type of Service:	New Business
Description of Work:	Installing a new padmount transformer, pull cable from the riser pole, and remove the existing overhead transformer bank.
Estimated Cost:	$53,600
Appropriation:	Electric Utility Capital Fund (591) Project 2005 - New Business Estimate Work
Source of Revenue:	Customer Service Charges

ENVIRONMENTAL REVIEW

Staff recommends that the City Council determine that the action being considered is exempt from the California Environmental Quality Act (“CEQA”) pursuant to the section 15303 (Class 3 - New Construction or Conversion of Small Structures) of Title 14 of the California Code of Regulations as the proposed work involves the construction or installation of a limited number of small electric utility facilities.

FISCAL IMPACT

The funds to support the staff time for work performed by SVP and related construction materials for the work detailed in this report totaling $1,164,896, are included in the FY 2024/25 Adopted CIP Budget, in the New Business Estimate Work project in the Electric Utility Capital Fund. All referenced work will be performed with City Silicon Valley Power staff. Some work associated with encroachment permits may be performed by the Department of Public Works (DPW). DPW costs are recovered through payment of permit fees.

COORDINATION

This report has been coordinated with the Finance Department and City Attorney’s Office.

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City’s official-notice bulletin board

outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email clerk@santaclaraca.gov <mailto:clerk@santaclaraca.gov> or at the public information desk at any City of Santa Clara public library.

RECOMMENDATION

1. Determine the proposed action is exempt from CEQA pursuant to Section 15303 (Class 3 - New Construction or Conversion of Small Structures) of Title 14 of the California Code of Regulations; and
2. Declare and determine in accordance with Section 1310 of the City Charter that the public works located at 45 Cronin Drive, 2230 Calle Del Mundo, 2900 Semiconductor Drive, and 2250 Walsh Avenue are better performed by the City with its own employees based on the information set forth in this Report to Council and authorize the performance of these public works consistent with this authorization.

Reviewed by: Manuel Pineda, Chief Electric Utility Officer
Approved by: Jovan D. Grogan, City Manager

24-843 Agenda Date: 9/24/2024

REPORT TO COUNCIL

SUBJECT

Action to Approve Increased Hourly Rates for As-Needed Classifications Working at Levi's Stadium, Adopt Resolution Approving the Updated Salary Plan, and Approve Related Budget Amendment

BACKGROUND

The City of Santa Clara relies on sworn and civilian law enforcement and security professionals to provide public safety and law enforcement services for events at Levi's Stadium. Among these professionals, Per Diem Staff (Per Diem), such as Special Event Officers (SEOs), Public Safety Dispatchers (PSDs), and Traffic Control Officers (TCOs), are present for all events at Levi's Stadium.

Anticipating the staffing needs of Levi's Stadium, the Police Department worked with the Human Resources Department to establish Per Diem classifications (temporary as-needed) prior to the Stadium's opening.

Special Event Officers (SEOs) are Peace Officer Standards and Training (POST) certified peace officers with specialized training and expertise to patrol the Stadium and preserve law and order which includes, but is not limited to, patrolling designated areas, crime prevention, and responding to calls for service for the protection of life and property.

Public Safety Dispatchers (PSDs) deploy police, fire and emergency medical personnel and equipment within the stadium footprint, interior and exterior. Due to the nature of their assignment, Public Safety Dispatchers are typically the first wave of staff to arrive and the last to depart on event days. Public Safety Dispatchers are also required to possess POST certification and have specialized training and experience.

Traffic Control Officers (TCOs) direct motorists, provide traffic control, monitor routine and unusual traffic conditions, and assist and advise motorists and the general public. TCOs are required to have a minimum of one year of full time paid or volunteer work experience involving considerable contact with the general public. The Police Department worked with the Human Resources Department to develop this classification in lieu of utilizing full-time police officers for pedestrian and traffic control on the exterior of the facility as a cost saving measure.

All public safety expenses associated with events at Levi's Stadium, including per diem or as-needed personnel, are reimbursed to the City by the Stadium Authority.

DISCUSSION

Perhaps the greatest planning challenge for Levi's Stadium events is staffing. Recruitment and solicitation for event staffing is one of the greatest pre-event resource draws. When fewer per diem staff commit to an event, more regular full-time employees (FTE) are required, which drives up costs,

as FTEs command a higher pay rate. FTE Officers are at a much higher OT pay rate, at approximately $131 for Non-NFL Events and approximately $175 for NFL events. Currently, SEOs are paid $75 per hour.

The pay disparity (resulting from the fact that SEOs are not working overtime for the City) has significantly impacted recruitment. Additionally, after 10 seasons, staffing interest from the per diem staff has waned. Over the past four seasons, there has been a 43.2% decrease in SEO attendance.

- 2019 SEO staffing: 66% attendance of SEO staffing pool (avg of 91/138 per event, Aug 2019-Jan 2020)
- 2023 SEO staffing: 37.5% attendance of SEO staffing pool (avg of 60/160 per event, 2023-24 event season)

The conversation of stale pay rates also applies to the PSDs and TCOs, whose interest has likewise waned. For the 2023-24 event season, the TCO staffing average was 14 TCOs per event, while the staffing pool guidance level is much higher, at 58 TCOs per event.

As a result, FTE-mandated events have increased (see below), which impacts morale on the current FTE staff, drives up costs, and increases risks. When a threat assessment calls for more staffing than the available FTE pool, the City has no mechanism to mandate the per diem staff or allied partners (mutual aid is not permissible for pre-planned, for-profit events).

FTE-mandated events:

- 2021-22: 1 event
- 2022-23: 3 events
- 2023-24: 6 events

Research demonstrates that a pay increase for per diem staff will boost staffing support and have an immediate effect on increasing SEO, PSD and TCO staffing levels. An April 2024 poll conducted with SEOs states that 85% of respondents (101 total) indicated the primary factor that would increase their staffing support is an hourly wage increase.

The Santa Clara Police Department is recommending the following:

- An increase of the SEO hourly rate from $75.00 per hour to $95.00 per hour.
- An increase of the PSD hourly rate from $60.00 per hour to $70.00 per hour.
- An increase of the TCO hourly rate from $25.00 per hour to $30.00 per hour.

This would be the first salary adjustment for PSDs since the classification was created with the opening of Levi's Stadium. This hourly wage increase would continue to be reimbursed to the City of Santa Clara for events at Levi's Stadium. If approved, the pay increase would be effective on September 29, 2024.

The table below outlines the cost reduction realized when comparing per diem staff to FTE staff, currently and after the recommended pay raise. Of note, the FTE staff rates do not include non-public safety City employees that may be asked to fill the role.

HOURLY RATE COMPARISON						
		Hourly Rate				
Police Officer (Step Five) / Special Event Officer (SEO)	Hours/ Event	FTE Current	Per Diem Current	Cost Reduction (vs. FTE)	**Per Diem Proposed**	**Cost Reduction (vs. FTE)**
Regular	10	$ 87.54	$ 75.00	14%	**$ 95.00**	**-9%**
NFL Events	10	$ 175.08	$ 75.00	57%	**$ 95.00**	**46%**
Non-NFL Events	10	$ 131.31	$ 75.00	43%	**$ 95.00**	**28%**
Public Safety Dispatcher III (Step Five) (PSD)						
Regular	10	$ 67.62	$ 60.00	11%	**$ 70.00**	**-4%**
NFL Events	10	$ 101.43	$ 60.00	41%	**$ 70.00**	**31%**
Non-NFL Events	10	$ 101.43	$ 60.00	41%	**$ 70.00**	**31%**
Traffic Control Officer (TCO)						
Regular	10	$ 87.54	$ 25.00	71%	**$ 30.00**	**66%**
NFL Events	10	$ 175.08	$ 25.00	86%	**$ 30.00**	**83%**
Non-NFL Events	10	$ 131.31	$ 25.00	81%	**$ 30.00**	**77%**

Updated Salary Plan

Section 9 of the Personnel and Salary Resolution requires City Council approval of the compensation plans for As-Needed classifications. California Code Regulations Section 570.5 requires the adoption of updated publicly available salary schedules by the governing body. The attached Resolution approves and adopts the updated salary plan for the Per Diem Police Officer, Per Diem Dispatcher, and Traffic Control Officer (temporary as-needed) classifications.

ENVIRONMENTAL REVIEW

This action being considered does not constitute a “project” within the meaning of the California Environmental Quality Act (“CEQA”) pursuant to CEQA Guidelines section 15378(b)(4) in that it is a fiscal activity that does not involve any commitment to any specific project which may result in a potential significant impact on the environment.

FISCAL IMPACT

The recommended budget amendment for Per Diem Police Officers is detailed in the table below. The costs associated with Per Diem Police Officers are reimbursed to the City of Santa Clara by the Stadium Authority.

Budget Amendment - FY 2024/25

	Current	Increase/ Decrease	Revised
General Fund			
Revenue			
Charges for Services	$1,191,086	$317,623	$1,508,709
Expenditure			
Non-Departmental - Salaries and Benefits	$813,750	$317,623	$1,131,373

COORDINATION

This report has been coordinated with the Human Resources Department, City Attorney’s Office and Police Department.

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PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email clerk@santaclaraca.gov <mailto:clerk@santaclaraca.gov> or at the public information desk at any City of Santa Clara public library.

RECOMMENDATION

1. Approve increases to the hourly pay rate for the as-needed classifications of Per Diem Dispatcher, Per Diem Police Officer, and Traffic Control Officer;
2. Adopt a Resolution approving and adopting the updated as-needed salary plan reflecting the increased hourly rates; and
3. Approve the FY 2024/25 budget amendment in the General Fund to increase the Charges for Services budget in the amount of $317,623 and increase the Non-Departmental Salaries and Benefits budget in the amount of $317,623 (five affirmative Council votes required to appropriate additional revenue).

Reviewed by: Chuck Baker, Assistant City Manager
Approved by: Jovan D. Grogan, City Manager

ATTACHMENTS

1. Resolution
2. Updated As-Needed Salary Plan (effective 9/29/2024)

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SANTA CLARA TO ADOPT THE AMENDED AS-NEEDED SALARY PLAN FOR THE POSITIONS OF PER DIEM POLICE OFFICER, PER DIEM DISPATCHER (STADIUM), AND TRAFFIC CONTROL SPECIAL EVENTS WITH AN APPROVAL DATE OF SEPTEMBER 24, 2024

WHEREAS, the City of Santa Clara contracts with CalPERS to provide retirement benefits;

WHEREAS, to comply with the California Code Regulations section 570.5, the City of Santa Clara shall among other things, have pay scheduled approved and adopted by the City Council; and indicate an effective date and date of any revisions; and,

WHEREAS, as required by the California Code Regulations section 570.5 and as mandated by CalPERS, the City Council deems it to be in the best interests of the City to adopt the Amended As-Needed Salary Plan reflecting increased pay rates for the positions of Per Diem Police Officer, Per Diem Dispatcher (Stadium), and Traffic Control Special Events, with an approval date of September 24, 2024.

NOW THEREFORE, BE IT RESOLVED BY THE SANTA CLARA STADIUM AUTHORITY AS FOLLOWS:

1. That the City hereby adopts the Amended As-needed Salary Plans for various City of Santa Clara As-needed positions as described above.

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2. Effective date. In accordance with the California Code Regulations section 570.5 and to comply with CalPERS, the salary schedule attached hereto shall be effective September 29, 2024.

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE COPY OF A RESOLUTION PASSED AND ADOPTED BY THE SANTA CLARA CITY COUNCIL, AT A REGULAR MEETING THEREOF HELD ON THE ___ DAY OF _____, 2024, BY THE FOLLOWING VOTE:

AYES: BOARD MEMBERS:

NOES: BOARD MEMBERS:

ABSENT: BOARD MEMBERS:

ABSTAINED: BOARD MEMBERS:

ATTEST: _____
NORA PIMENTEL, MMC
ASSISTANT CITY CLERK
CITY OF SANTA CLARA

Attachments incorporated by reference:

1. As-Needed Salary Plan (effective 09-29-2024) approved 09-24-2024

City of Santa Clara
The Center of What's Possible

Effective 09/29/2024
Approved 09/24/2024

As-Needed Salary Plan

Job Code	Description	Minimum Hourly Rate	Maximum Hourly Rate
349	TEMPORARY EMPLOYEE	$ 17.75	$ 214.06
362	CROSSING GUARD	$ 17.75	$ 24.00
100	EMERGENCY MEDICAL TECHNICIAN	$ 17.75	$ 20.19
501	INSTRUCTOR/LIFEGUARD	$ 17.75	$ 25.31
502	LABORER	$ 17.75	$ 24.85
524	LAW CLERK I	$ 17.75	$ 20.16
523	LAW CLERK II	$ 19.61	$ 23.84
542	LIBRARY PAGE	$ 17.75	$ -
537	LIBRARY TECHNOLOGY AIDE	$ 17.75	$ -
608	NUTRITION MEAL SERVER	$ 17.75	$ 20.81
609	NUTRITION SITE MANAGER	$ 19.53	$ 24.71
865	OFFICE CLERK I	$ 29.18	$ 35.50
870	OFFICE CLERK II	$ 32.15	$ 39.21
617	PER DIEM DISPATCHER (CITYWIDE)	$ 75.00	$ -
618	PER DIEM DISPATCHER (STADIUM)	$ 70.00	$ -
619	PER DIEM POLICE OFFICER	$ 95.00	$ -
666	POOL MANAGER	$ 21.02	$ 27.84
606	RECORDS ASSISTANT	$ 17.75	$ 18.41
699	RECREATION INSTRUCTOR	$ 17.75	$ 30.91
681	RECREATION LEADER I	$ 17.75	$ 21.56
682	RECREATION LEADER II	$ 18.36	$ 23.91
683	RECREATION LEADER III	$ 20.65	$ 27.57
698	RECREATION OFFICE ASSISTANT	$ 17.75	$ 21.56
684	RECREATION PROGRAM COORDINATOR	$ 21.69	$ 32.33
686	RECREATION SPECIALIST	$ 18.86	$ 27.57
756	SR LIBRARY PAGE	$ 17.75	$ 20.96
497	STUDENT INTERN I	$ 17.75	$ 18.72
498	STUDENT INTERN II	$ 20.15	$ 24.50
504	STUDENT INTERN III	$ 23.17	$ 28.18
848	TRAFFIC CONTROL SPECIAL EVENTS	$ 30.00	$ -

REPORT TO COUNCIL

SUBJECT

Action to Designate a Voting Delegate for the 2024 League of California Cities Annual Conference and Expo

BACKGROUND

The League of California Cities Annual Conference and Expo will be held in Long Beach, California from October 16 through October 18, 2024. During the Annual Conference, the League of California Cities will hold its General Assembly. The City of Santa Clara is a full-voting member of the League of California Cities. Each member city has a right to cast one vote on matters pertaining to League of California Cities policy.

To vote at the General Assembly, the City Council must designate a voting delegate and up to two alternate voting delegates, one of whom may vote if the designated voting delegate is unable to serve. The League of California Cities issued an informational packet (Attachment 1) advising City Council action by September 25, 2024 as the final date to designate a voting delegate. The packet states that designating the voting delegate and alternates must be approved by City Council action and cannot be accomplished by individual action or by the Mayor or City Manager alone.

Voting delegates will debate and consider resolutions from the League of California Cities Resolutions Committee. Potential League of California Cities bylaws amendments are also considered at this meeting. The Annual Conference Resolutions guide the members of the League of California Cities to improve the quality, responsiveness, and vitality of local government in California.

At the October 8, 2024 City Council meeting, the City Council will take action on City positions on the proposed resolutions for the League of California Cities 2024 Annual Conference.

DISCUSSION

The League of California Cities requests that the City of Santa Clara designate a voting delegate and up to two alternates who will be present at the General Assembly. Alternate delegates are not required by the League of California Cities.

City Councilmember Kevin Park is the only member of the City Council registered to attend the 2024 Cal Cities Annual Conference and Expo. The recommendation is to designate City Councilmember Park as the voting delegate.

ENVIRONMENTAL REVIEW

The action being considered does not constitute a “project” within the meaning of the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines section 15378(b)(5) in that it is a governmental organizational or administrative activity that will not result in direct or indirect changes

in the environment.

FISCAL IMPACT
The Cal Cities Annual Conference expenses for City Council attendance are included in the FY 2024/25 Adopted Biennial Operating Budget. It is valuable for City representatives to participate and represent the City given the legislative activity that is in the City's interest.

COORDINATION
This report was coordinated with the City Attorney's Office.

PUBLIC CONTACT
Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email clerk@santaclaraca.gov <mailto:clerk@santaclaraca.gov> or at the public information desk at any City of Santa Clara public library.

RECOMMENDATION
Designate City Councilmember Kevin Park as a voting delegate for the 2024 League of California Cities Annual Conference and Expo

Reviewed by: Maria Le, Assistant to the City Manager
Approved by: Jovan D. Grogan, City Manager

ATTACHMENTS
1. 2024 League of California Cities Voting Delegate Information Packet

LEAGUE OF CALIFORNIA CITIES

Council Action Advised by September 25, 2024

DATE: Wednesday, July 10, 2024

TO: Mayors, Council Members, City Clerks, and City Managers

RE: DESIGNATION OF VOTING DELEGATES AND ALTERNATES
League of California Cities Annual Conference and Expo, Oct. 16-18, 2024
Long Beach Convention Center

Every year, the League of California Cities convenes a member-driven General Assembly at the Cal Cities Annual Conference and Expo. The General Assembly is an important opportunity where city officials can directly participate in the development of Cal Cities policy.

Taking place on Oct. 18, the General Assembly is comprised of voting delegates appointed by each member city; every city has one voting delegate. Your appointed voting delegate plays an important role during the General Assembly by representing your city and voting on resolutions.

To cast a vote during the General Assembly, your city must designate a voting delegate and up to two alternate voting delegates, one of whom may vote if the designated voting delegate is unable to serve in that capacity. Voting delegates may either be an elected or appointed official.

Action by Council Required. Consistent with Cal Cities bylaws, a city's voting delegate and up to two alternates must be designated by the city council. Please note that designating the voting delegate and alternates **must** be done by city council action and cannot be accomplished by individual action of the mayor or city manager alone.

Following council action, please submit your city's delegates through the online submission portal by Wed., Sept. 25. When completing the Voting Delegate submission form, you will be asked to attest that council action was taken. You will need to be signed in to your My Cal Cities account when submitting the form.

Submitting your voting delegate form by the deadline will allow us time to establish voting delegate/alternate records prior to the conference and provide pre-conference communications with voting delegates.

Conference Registration Required. The voting delegate and alternates must be registered to attend the conference. They need not register for the entire conference; they may register for Friday only. Conference registration is open on the Cal Cities website.

LEAGUE OF CALIFORNIA CITIES

For a city to cast a vote, one voter must be present at the General Assembly and in possession of the voting delegate card and voting tool. Voting delegates and alternates need to pick up their conference badges before signing in and picking up the voting delegate card at the voting delegate desk. This will enable them to receive the special sticker on their name badges that will admit the voting delegate into the voting area during the General Assembly.

Please view Cal Cities' event and meeting policy in advance of the conference.

Transferring Voting Card to Non-Designated Individuals Not Allowed. The voting delegate card may be transferred freely between the voting delegate and alternates, but *only* between the voting delegate and alternates. If the voting delegate and alternates find themselves unable to attend the General Assembly, they may *not* transfer the voting card to another city official.

Seating Protocol during General Assembly. At the General Assembly, individuals with a voting card will sit in a designated area. Admission to the voting area will be limited to the individual in possession of the voting card and with a special sticker on their name badge identifying them as a voting delegate.

The voting delegate desk, located in the conference registration area of the Long Beach Convention Center in Long Beach, will be open at the following times: Wednesday, Oct. 16, 8:00 a.m.-6:00 p.m. and Thursday, Oct. 17, 7:30 a.m.-4:00 p.m. On Friday, Oct. 18, the voting delegate desk will be open at the General Assembly, starting at 7:30 a.m., but will be closed during roll calls and voting.

The voting procedures that will be used at the conference are attached to this memo. Please share these procedures and this memo with your council and especially with the individuals that your council designates as your city's voting delegate and alternates.

Once again, thank you for submitting your voting delegate and alternates by Wednesday, Sept. 25. If you have questions, please contact Zach Seals at zseals@calcities.org.

Attachments:

- General Assembly Voting Guidelines
- Information Sheet: Cal Cities Resolutions and the General Assembly

LEAGUE OF CALIFORNIA CITIES

General Assembly Voting Guidelines

1. **One City One Vote.** Each member city has a right to cast one vote on matters pertaining to Cal Cities policy.

2. **Designating a City Voting Representative.** Prior to the Cal Cities Annual Conference and Expo, each city council may designate a voting delegate and up to two alternates; these individuals are identified on the voting delegate form provided to the Cal Cities Credentials Committee.

3. **Registering with the Credentials Committee.** The voting delegate, or alternates, may pick up the city's voting card at the voting delegate desk in the conference registration area. Voting delegates and alternates must sign in at the voting delegate desk. Here they will receive a special sticker on their name badge and thus be admitted to the voting area at the General Assembly.

4. **Signing Initiated Resolution Petitions**. Only those individuals who are voting delegates (or alternates), and who have picked up their city's voting card by providing a signature to the credentials committee at the voting delegate desk, may sign petitions to initiate a resolution.

5. **Voting.** To cast the city's vote, a city official must have in their possession the city's voting card and voting tool; and be registered with the credentials committee. The voting card may be transferred freely between the voting delegate and alternates but may not be transferred to another city official who is neither a voting delegate nor alternate.

6. **Voting Area at General Assembly.** At the General Assembly, individuals with a voting card will sit in a designated area. Admission to the voting area will be limited to the individual in possession of the voting card and with a special sticker on their name badge identifying them as a voting delegate.

7. **Resolving Disputes**. In case of dispute, the credentials committee will determine the validity of signatures on petitioned resolutions and the right of a city official to vote at the General Assembly.

LEAGUE OF CALIFORNIA CITIES

How it works: Cal Cities Resolutions and the General Assembly

Developing League of California Cities policy is a dynamic process that engages a wide range of members to ensure Cal Cities represents cities with one voice. These policies directly guide Cal Cities' advocacy to promote local decision-making, and lobby against statewide policies that erode local control.

The resolutions process and General Assembly is one way that city officials can directly participate in the development of Cal Cities policy. If a resolution is approved at the General Assembly, it becomes official Cal Cities policy. Here's how resolutions and the General Assembly work.

Prior to the Annual Conference and Expo

General Resolutions



Sixty days before the Annual Conference and Expo, Cal Cities members may submit policy proposals on issues of importance to cities. The resolution must have the concurrence of at least five additional member cities or individual members.

Policy Committees



The Cal Cities President assigns general resolutions to policy committees where members review, debate, and recommend positions for each policy proposal. Recommendations are forwarded to the Resolutions Committee.

During the Annual Conference and Expo

Petitioned Resolutions



The petitioned resolution is an alternate method to introduce policy proposals during the annual conference. The petition must be signed by voting delegates from 10% of member cities, and submitted to the Cal Cities President at least 24 hours before the beginning of the General Assembly.

Resolutions Committee



The Resolutions Committee considers all resolutions. General Resolutions approved[1] by either a policy committee or the Resolutions Committee are next considered by the General Assembly. General resolutions not approved, or referred for further study by both a policy committee and the Resolutions Committee do not go to the General Assembly. All Petitioned Resolutions are considered by the General Assembly, unless disqualified.[2]

General Assembly



During the General Assembly, voting delegates debate and consider general and petitioned resolutions forwarded by the Resolutions Committee. Potential Cal Cities bylaws amendments are also considered at this meeting.

Who's who

Cal Cities policy development is a member-informed process, grounded in the voices and experiences of city officials throughout the state.

The **Resolutions Committee** includes representatives from each Cal Cities diversity caucus, regional division, municipal department, and policy committee, as well as individuals appointed by the Cal Cities president.

Voting delegates are appointed by each member city; every city has one voting delegate.

The **General Assembly** is a meeting of the collective body of all voting delegates —one from every member city.

Seven **policy committees** meet throughout the year to review and recommend positions to take on bills and regulatory proposals. Policy committees include members from each Cal Cities diversity caucus, regional division, and municipal department, as well as individuals appointed by the Cal Cities president.

[1] The Resolution Committee can amend a general resolution prior to sending it to the General Assembly.
[2] Petitioned Resolutions may be disqualified by the Resolutions Committee according to Cal Cities Bylaws Article VI. Sec. 5(f).

For more information visit www.calcities.org/general-assembly

24-1603 Agenda Date: 9/24/2024

REPORT TO COUNCIL

SUBJECT

Action to Waive First Reading and Introduce an Ordinance Amending and Restating in its Entirety Chapter 13.20 (Storm Drains and Discharges) of Title 13 (Public Services) of "The Code of the City of Santa Clara, California" to Enable Compliance with Regional Water Resources Control Board Requirements and Update Administrative Language

COUNCIL PILLAR

Deliver and Enhance High Quality Efficient Services and Infrastructure, and Promote Sustainability and Environmental Protection

BACKGROUND

The City is regulated by the Municipal Regional Stormwater National Pollutant Discharge Elimination System Permit (MRP) issued by the California Regional Water Quality Control Board, San Francisco Bay Region, under which the City is a permittee. In 1994, Council adopted Ordinance No. 1655 to prevent stormwater pollution from urban runoff that flows to creeks and channels, eventually discharging in the San Francisco Bay. The requirements in Ordinance No. 1655 are laid out in Chapter 13.20 entitled "Storm Drains and Discharges" in the Santa Clara City Code.

The requirements in the MRP have been updated over the years, most recently with MRP 3.0, which took effect in 2022. MRP requirements for new and redevelopment projects to install and maintain low impact development (LID) control measures, active construction site inspections, trash load reduction on private property parcels, and monitoring and reporting of stormwater discharges were not contemplated when Chapter 13.20 was developed in 1994. Chapter 13.20 needs to be updated to enable the City to comply with MRP 3.0 requirements.

DISCUSSION

The Department of Public Works engaged a consultant that specializes in stormwater compliance to assist in updating the code language of Chapter 13.20, "Storm Drains and Discharges." The summary below provides an overview of the significant changes to Chapter 13.20.

13.20.030 Discharges into City storm drains

Section 13.20.030 previously stated that waste discharges were prohibited into any storm drain, storm sewer, natural outlet, or channel, and outlined examples of such discharges. The discharge language has been changed from "waste" to "non-stormwater" to be more inclusive of pollutants and reflective of MRP 3.0 requirements. This language update is reflected throughout the code. Additionally, the examples of discharges have been expanded to include newly identified pollutants of stormwater.

13.20.040 Stormwater Management Requirements for New and Redevelopment Projects
This new section provides an overview of the stormwater site design measures, control measures, and requirements for various types of projects including regulated projects, special projects, small projects/smaller detached single-family home projects, and non-regulated projects, and references the possibility of in-lieu compliance if approved by the MRP and City.

Projects that create and/or replace 5,000 square feet or more of impervious surface area are considered regulated projects and must implement treatment measures using LID techniques designed in accordance with the numeric sizing criteria described in the MRP 3.0. Regulated projects must install and maintain full trash capture devices and enter into a Stormwater Treatment Measures Inspection and Maintenance Agreement with the City which requires maintenance of all stormwater treatment measures, controls, and devices.

13.20.050 Stormwater Management Requirements for Construction Sites
This section was added to incorporate construction site stormwater management requirements. Construction sites must implement and maintain adequate and effective erosion and sediment control by implementing various Best Management Practices (BMP). These BMPs must be incorporated into an Erosion and Sediment Control Plan that is reviewed and approved by the City.

Construction projects that disturb one acre or more of soil shall file a Notice of Intent (NOI) for permit coverage under the Construction General Permit and develop a site-specific Stormwater Pollution Prevention Plan (SWPPP) that is amended to reflect site changes throughout the project timeline. City representatives shall have access to inspect BMPs throughout all stages of the project and may request to review the current SWPPP as well as evidence of permit coverage.

13.20.060 Stormwater Management Requirements for Industrial and Commercial Sites
This section has been updated to state that industrial and commercial businesses must maintain adequate and effective BMPs to address stormwater pollution associated with outdoor activities, storage, equipment, and any other potential sources of pollution. It also lays out a process for businesses to demonstrate whether coverage under the State's Industrial General Permit is required when applying for a new or renewed business license as required by the State.

13.20.070 Stormwater Management Requirements for Private Land Drainage Areas (PLDAs)
This new section provides the framework of the City's PLDA program to address trash on privately owned parcels with private drainage which can reach the City's storm drain system to enable the City to comply with trash load reduction requirements in MRP 3.0.
Depending on the levels of trash visually observed, property owners may be required to implement BMPs. If BMPs are not effective, property owners can be required to install and maintain full trash capture devices.

13.20.080 Stormwater Management Plan Review and Inspection Fees
Due to the new requirements of the MRP and necessary resources and programs required to meet those requirements, this new section provides a pathway for the City to establish fees for stormwater related reviews, inspections, and MRP compliance.

13.20.090 Authority to Inspect, Monitor, and Sample
To ensure compliance with the MRP, this new section authorizes City representatives to enter any property to inspect, monitor, and collect samples/measurements when deemed necessary and within

the limitations of applicable state and federal laws.

In addition to the changes for compliance with the MRP, several changes are also included in the Ordinance to improve the ordinance structure, enhance definitions, and remove outdated language.

ENVIRONMENTAL REVIEW
The action being considered does not constitute a “project” within the meaning of the California Environmental Quality Act (“CEQA”) pursuant to CEQA Guidelines section 15378(b)(2) as a general policy making activity.

FISCAL IMPACT
There was no fiscal impact associated with this report.

COORDINATION
This report has been coordinated with City Attorney’s Office and City Manager’s Office.

PUBLIC CONTACT
Public contact was made by posting the Council agenda on the City’s official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City’s website and in the City Clerk’s Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk’s Office at (408) 615-2220, email clerk@santaclaraca.gov <mailto:clerk@santaclaraca.gov> or at the public information desk at any City of Santa Clara public library.

RECOMMENDATION
Waive First Reading and Introduce an Ordinance Amending and Restating in its Entirety Chapter 13.20 (Storm Drains and Discharges) of Title 13 (Public Services) of “The Code of the City of Santa Clara, California” to enable compliance with Regional Water Resources Control Board Requirements and Update Administrative Language.

Reviewed by: Craig Mobeck, Director of Public Works
Approved by: Jovan D. Grogan, City Manager

ATTACHMENTS
1. Ordinance

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SANTA CLARA, CALIFORNIA, AMENDING AND RESTATING IN ITS ENTIRETY CHAPTER 13.20 (STORM DRAINS AND DISCHARGES) OF TITLE 13 (PUBLIC SERVICES) OF "THE CODE OF THE CITY OF SANTA CLARA, CALIFORNIA"

WHEREAS, the City is regulated by the Municipal Regional Stormwater National Pollutant Discharge Elimination System Permit which has been significantly updated since the preceding ordinance was adopted in 1994;

WHEREAS, the City is required to implement compliance programs for several sites including new and redevelopment, construction, industrial and commercial, and private land drainage areas;

WHEREAS, these new stormwater regulations impose a need for City authority to inspect, monitor, sample, require corrections, and assess appropriate fees to meet compliance requirements; and,

WHEREAS, City has prepared amendments to its existing Code in order to satisfy applicable legal requirements.

NOW THEREFORE, BE IT ORDAINED BY THE CITY OF SANTA CLARA AS FOLLOWS:

SECTION 1: Chapter 13.20 (entitled "Storm Drains and Discharges") of Title 13 (entitled "Public Services") of "The Code of the City of Santa Clara, California" ("SCCC") is amended and restated as follows:

"**Chapter 13.20**

STORM DRAINS AND DISCHARGES

Sections:

Article I. Storm Drain Discharge, Procedure, Use Regulations, and Prohibited Substances
13.20.010 Purpose.
13.20.020 Definitions.

13.20.030 Discharges into City storm drains.
13.20.040 Stormwater Management Requirements for New and Redevelopment Projects.
13.20.050 Stormwater Management Requirements for Construction Sites.
13.20.060 Stormwater Management Requirements for Industrial and Commercial Sites.
13.20.070 Stormwater Management Requirements for Private Land Drainage Areas (PLDAs).
13.20.080 Stormwater Management Plan Review and Inspection Fees.
13.20.090 Authority to Inspect, Monitor, and Sample.
13.20.100 Suspension of service.
13.20.110 Monitoring of discharge into the storm drain system.
13.20.120 Public nuisance.
13.20.130 Protection from accidental discharge – Accidental discharge notification.
13.20.140 Discharge pursuant to City and/or NPDES permit.
13.20.150 Criminal or Civil penalty for violation, payment of funds to account.
13.20.160 Emergency cleanup or abatement.
13.20.170 Administrative penalties.
13.20.180 Costs of enforcement.

Article II. Storm Drain Environmental Compliance Fee

13.20.190 Definitions.
13.20.200 Rates – Users within the City.
13.20.210 Rates – Issuance of bills – Information required.

Article III. Polystyrene Foam Disposable Service Ware

13.20.220 Definitions.
13.20.230 Polystyrene foam disposable food service ware prohibited.
13.20.240 Exemptions to the polystyrene foam disposable food service ware prohibition.

Article IV. Single-Use Carry-Out Plastic Bags

13.20.250 Definitions.
13.20.260 Single-use carry-out bags prohibited.
13.20.270 Administrative fine.

Article I. Storm Drain Discharge, Procedure, Use Regulations, and Prohibited Substances

13.20.010 Purpose.

This chapter is enacted for the protection of health, life, resources, and property through prevention and control of unauthorized discharges into watercourses, pursuant to a Federal mandate under (i) what is commonly referred to as the Clean Water Act (33 U.S.C. 1251 et seq.) and in accord with (ii) the California Water Code, Division 7 (entitled “Water Quality” – Section 13020 et seq. and commonly referred to as the “Porter-Cologne Water Quality

Control Act"), and (iii) the Municipal Regional Stormwater National Pollution Discharge Elimination System (NPDES) Permit (MRP) issued by the California Regional Water Quality Control Board, San Francisco Bay Region, under which the City is a permittee. The primary goal of this chapter is the cleanup of stormwater pollution from urban runoff that flows to creeks and channels, eventually discharging into the South San Francisco Bay.

13.20.020 Definitions.
For the purposes of this Article, the following words and phrases shall have the meanings ascribed to them by this section, unless the context or the provision clearly requires otherwise.

(a) Reserved for future use.

(b) "B" definitions:

(1) "Best management practices (BMPs)" means activities, prohibitions of practices, maintenance procedures, and other management practices to prevent or reduce the discharge of pollutants to nearby creeks, streams, rivers, bays, and other waters of the United States. BMPs include treatment requirements, operation and maintenance procedures, and practices to control site runoff, spillage or leaks, sludge or waste disposal, or drainage from raw material storage.

(c) "C" definitions:

(1) "City" means and includes all the territory lying within the municipal boundaries of the City of Santa Clara, as presently existing, plus all territory which may be added thereto during the effective term of the ordinance codified herein.

(2) "City Manager" means the City of Santa Clara's City Manager and his/her duly authorized agents and representatives.

(3) "Conditions of Approval (COAs)" means requirements that the City may adopt for a project in connection with a discretionary action (e.g., adoption of an Environmental Impact Report or negative declaration or issuance of a use permit). COAs may include features to be incorporated into the final plans for the project and may also specify uses, activities, and operational measures that must be observed over the life of the project.

(4) "Construction General Permit" means an NPDES permit issued by the California State Water Resources Control Board for construction activity that disturb one (1) or more acres of soil or that are part of a common plan of development or sale that in total disturbs more than one (1) acre of land surface.

(d) "D" definitions:

(1) “Discharger” means any person who discharges, causes, or permits the discharge of industrial waste into a City sewer or storm drain.

(e) Reserved for future use.

(f) “F” definitions:

(1) “Full trash capture devices” are treatment controls that block trash from entering stormwater system that meet the trash capture criteria included in the MRP.

(g) Reserved for future use.

(h) “H” definitions:

(1) “Hydromodification” means the modification of the runoff hydrograph from a project site that is caused by land development, resulting in increased peak flows, volumes, and flow durations.

(2) “Hydromodification Management” (HM) refers to the use of detention and/or infiltration facilities that are constructed with special discharge structures to match pre-project runoff peak flows, volumes, and flow durations.

(i) “I” definitions:

(1) “Illegal discharge” means any discharge to a City storm drain or storm sewer that is not composed entirely of stormwater except non-stormwater discharges authorized by an MRP, or other NPDES permit, or the state or regional water control authority.

(2) “Impervious surface" means a constructed or modified surface that does not allow rainfall to percolate through to the subsoil and thus creates stormwater runoff. Impervious surface includes, but is not limited to, building rooftops, pavement, sidewalks, patios, driveways or other hardscape where such surfaces are not constructed with pervious materials.

(3) “Industrial General Permit” means an NPDES permit issued by the California State Water Resources Control Board that regulates industrial storm water discharges and authorized non-storm water discharges from certain industrial facilities in California based on their Standard Industrial Classification (SIC) code.

(j) Reserved for future use.

(k) Reserved for future use.

(l) “L” definitions:

(1) “Low Impact Development” or “LID” is a land planning and engineering technique that maintains a site’s predevelopment hydrology by minimizing the amount of disturbed areas and impervious cover and then infiltrating, storing, detaining, evapotranspiring, and/or biotreating stormwater runoff close to its source.

(m) “M” definition:

(1) “Municipal Regional Stormwater Permit (MRP)” means the Municipal Regional Stormwater National Pollution Discharge Elimination System (NPDES) permit issued by the Regional Water Quality Control Board, San Francisco Bay Region to the City of Santa Clara and other permittees.

(n) “N” definitions:

(1) “Non-stormwater” means any discharge that is not composed entirely of stormwater including, but not limited to, sewage, industrial wastes, petroleum products, PAHs, coal tar, or any refuse substance arising from the manufacture of gas from coal or petroleum, chemicals, detergents, solvents, oils, paints, contaminated water, chlorinated swimming pool water, trash, pesticides, wash water containing copper, or any other discharge containing heavy metals (e.g., copper, lead, mercury), pathogens (e.g., bacteria, viruses, protozoa), synthetic organics (e.g., pesticides, herbicides, PCBs), nutrients (e.g., nitrogen and phosphorus fertilizers); oxygen-demanding substances (e.g., decaying vegetation and animal waste), toxins, or other wastewater.

(o) Reserved for future use.

(p) “P” definitions:

(1) “Person” includes any person, firm, association, organization, partnership, business trust, joint venture, corporation, or company, and includes the United States, the State of California, the County of Santa Clara, special purpose districts, and any officer or agency thereof.

(2) “Private Land Drainage Areas (PLDA)” means private parcels, excluding single-family and non-urban use parcels, that are significant trash generating, and that drain to storm drain inlets that the City does not own or operate, but that are plumbed to the City’s storm drain system, and are not already addressed by full trash capture devices.

(q) Reserved for future use.

(r) “R” definitions:

(1) “Regulated Project” is a new development and redevelopment project, including large detached single-family home projects, that create and/or replace an amount of impervious surface area that equals or exceeds the thresholds described in the MRP. The impervious surface area created and/or replaced by the project includes portions of the public right of way, such as the street frontage, that are constructed or reconstructed as part of the project.

(s) “S” definitions:

(1) “Site Design Measures” are site planning techniques to conserve natural spaces and/or limit the amount of impervious surface at new development and redevelopment projects to minimize runoff and the transport of pollutants in runoff.

(2) “Small Development and Redevelopment Projects” and “Smaller Detached Single-Family Home Projects” are projects that create and/or replace an amount of impervious surface area that is less than the threshold for Regulated Projects, but greater than the threshold for Non-Regulated Projects.

(3) “Source Control Measures” are structural or nonstructural measures help prevent runoff pollution by reducing the potential for contact with rainfall runoff at the source of pollution. Source Control Measures minimize the contact between pollutants and urban runoff.

(4) “Stormwater” means rainfall runoff, snow melt runoff, surface runoff, and drainage from natural sources, and excludes infiltration.

(5) “Stormwater Management Plan” means a plan identifying site design, source control, stormwater treatment, and hydromodification management measures as applicable for managing stormwater runoff from a Regulated Project for complying with the MRP.

(6) “Stormwater Pollution” represents a process whereby pollutants, debris, and chemicals generated from various land uses accumulate on streets, construction sites, parking lots, and other exposed surfaces and in sub-surface soils and are washed off and carried away by stormwater runoff into storm drains and watercourses. The major pollutants of concern in these discharges include, but are not limited to, total suspended solids, sediment, heavy metals (e.g., copper, lead, zinc, cadmium, mercury), polychlorinated biphenyls (PCBs), pathogens (e.g.,, bacteria, viruses, protozoa), trash, petroleum products and Polycyclic Aromatic Hydrocarbons (PAHs), synthetic organics (e.g., pesticides, herbicides), nutrients (e.g., nitrogen and phosphorus fertilizers); oxygen-demanding substances (e.g., decaying vegetation and animal waste), toxins, or any other substance or material deleterious to fish, plant life, or bird life.

(7) “Storm Water Pollution Prevention Plan (SWPPP)” means a site-specific

document that includes information needed to demonstrate compliance with the Construction General Permit or the Industrial General Permit.

(8) “Storm Drain System” sometimes termed “storm sewer,” means any pipe, conduit (including but not limited to streets, curbs, and gutters), or sewer of the City, designed or used for the disposal of stormwaters, surface waters, and natural drainage, including expressly authorized unpolluted water, but excluding any community sanitary sewer system.

(t) Reserved for future use.

(u) “U” definitions:

(1) “Unpolluted water” means water to which no constituent has been added, either intentionally or accidentally, that would render such water unacceptable for disposal to storm systems, natural drainage, or directly to surface waters.

(v) Reserved for future use.

(w) “W” definitions:

(1) “Waste” includes sewage and soil from erosion and any and all other waste substances, liquid, solid, gaseous or radioactive, associated with human habitation, or of human or animal origin, or from any producing, manufacturing, or processing operation of whatever nature, including waste placed within containers of whatever nature prior to, and for purposes of, disposal.

(2) “Watercourse” means a channel in which a flow of water occurs, either continuously or intermittently.

(3) “Wastewater” means water that contains any waste.

(x) Reserved for future use.

(y) Reserved for future use.

(z) Reserved for future use.

13.20.030 Discharges into City storm drains.

(a) It shall be unlawful to discharge, or cause, allow, or permit to be discharged into any storm drain, storm sewer, or natural outlet or channel any non-stormwater discharge.

(b) No person shall discharge any substance directly into a manhole or other opening in a City storm drain or storm sewer other than through a City-approved storm drain connection.

(c) Upon permit application and approval by the Department of Public Works, unpolluted

water may be discharged into the City's Storm Drain System or into a natural outlet. No discharge other than rainfall runoff shall be allowed, except for such discharge as is expressly permitted by the MRP and will not cause any impairment in the beneficial uses or quality of water of the State as defined in the California Water Code, or any special requirements of the Regional Water Quality Control Board, San Francisco Bay Region, or injure or interfere with the City's storm drain system or the operation of the State's watercourses.

(d) The City may, from time to time, by resolution of the City council, adopt supplementary rules and regulations on discharge into any storm drain or natural outlet or channel that shall have the same force and effect as if set forth herein and for which the remedies herein for violation shall be applicable.

13.20.040 Stormwater Management Requirements for New and Redevelopment Projects.

(a) Regulated Projects shall be required to implement Site Design Measures, source control, stormwater treatment, and, if applicable, hydromodification management (HM) measures. Stormwater treatment shall be provided using Low Impact Development (LID) techniques designed in accordance with the numeric sizing criteria described in the MRP.

(b) All Regulated Project applicants shall submit a Stormwater Management Plan as part of the development application. The Stormwater Management Plan shall include plans and related documentation demonstrating how the requirements of the MRP will be met, and approval shall not be granted until the City determines that the Stormwater Management Plan complies with the requirements of the MRP.

(c) Certain Regulated Projects, as defined in the MRP, that are smart growth, high density, and affordable housing projects shall be allowed to use specific types of non-LID treatment (i.e., high flow rate tree well filters and media filters), if the use of LID treatment is first evaluated and determined to be infeasible. The project applicant shall submit documentation to show why the use of LID treatment is infeasible and identify the non-LID treatment proposed based on the characteristics of the project.

(d) If allowed by the MRP and authorized by the City, Regulated Projects shall be allowed to provide alternative or in-lieu compliance by treating an equivalent flow and pollutant load of the project's stormwater runoff with LID treatment measures at an on-site location that otherwise would not require treatment, or at an offsite location in the same watershed, or by paying fees to provide stormwater treatment at a regional project or an offsite project constructed and maintained by others. The offsite and fees alternative compliance options shall provide a net environmental benefit, as described in the MRP.

(e) Small Development and Redevelopment Projects and Smaller Detached Single-Family Home Projects **t**hat require approvals and/or permits under the City's planning, building, or other comparable authority, shall include at least one of the following site design measures:

(1) Direct roof runoff into cisterns or rain barrels for reuse;

(2) Direct roof runoff onto vegetated areas;

(3) Direct runoff from sidewalks, walkways, and/or patios onto vegetated areas;

(4) Direct runoff from driveways or uncovered parking areas/lots onto vegetated areas;

(5) Construct sidewalks, driveways, and/or patios with permeable surfaces;

(6) Construct bike lanes, driveways, and/or uncovered parking lots or areas with permeable surfaces.

(f) All new development and redevelopment projects subject to planning, building, development, or other comparable reviews by the City, but not meeting the definition of Regulated Projects, Small Development and Redevelopment Projects or Smaller Detached Single-Family Home Projects shall include appropriate site design measures and source control measures, as determined by the City.

(g) All Regulated Projects shall install on-site full trash capture devices. Installed full trash capture devices shall be maintained by the property owner for the life of the project, following the manufacturer's recommendations for maintenance.

(h) All Regulated Project applicants shall enter into a Stormwater Treatment Measures Inspection and Maintenance Agreement with the City to properly maintain all stormwater treatment measures, HM controls, and full trash capture devices installed on-site at the project location, or at an approved off-site location. The agreement shall provide access, to the extent allowable by law, for representatives of the City, the local vector control district, and the Regional Water Quality Control Board, strictly for the purposes of performing operation and maintenance inspections of the installed stormwater treatment measures, HM controls, and full trash capture devices. Any landowner of a property which has been required by this chapter to construct or install and maintain stormwater treatment measures, HM controls, and full trash capture devices, upon transferring ownership of such property, shall provide the new owners with a current copy of this chapter, and shall inform the new owners in writing of their obligation to properly operate, inspect, and maintain the stormwater treatment measures, HM controls, and full trash capture devices.

(i) Failure to properly maintain stormwater treatment measures, HM controls, and full trash capture devices per approved design shall be considered a violation of this chapter, and the landowner shall be required to make corrections within a specified time frame, as determined by the City. The landowner shall be responsible for the cost of corrections. If, after notice by the City to correct a violation, satisfactory corrections are not made by the landowner within a specified time period, the City may correct the violation by performing all necessary work to place the facility or practice in proper working condition. The landowner shall be assessed for the cost of the work and any penalties.

(j) COAs related to stormwater management approved during the building permit application process must be maintained after project completion, for the life of the project. Failure to comply with COAs shall be considered a violation of this chapter, and the landowner shall be required to make corrections within a specified time frame, as determined by the City. The landowner shall be responsible for the cost of corrections.

13.20.050 Stormwater Management Requirements for Construction Sites.

(a) All construction sites owners/operators shall implement and maintain adequate and effective erosion control, run-on and runoff control, sediment control, active treatment systems (as appropriate), dewatering, good site management, and non-stormwater management through all phases of construction (including, but not limited to, grubbing, clearing, site grading, filling, excavation, leveling, building, landscaping, and finishing of lots) until the site is fully stabilized by landscaping or the installation of permanent erosion control measures. All temporary erosion and sediment control measures shall be removed upon completion of construction.

(b) All construction site owners/operators shall submit, for review and approval by the City, an erosion and sediment control plan that includes seasonally appropriate and effective BMP's, as described in the MRP.

(c) Owners/operators of all construction sites that disturb one acre or more of soil shall file a Notice of Intent (NOI) for permit coverage under the Construction General Permit and ensure that a site-specific Stormwater Pollution Prevention Plan (SWPPP) is developed, and amended as necessary, by a qualified SWPPP developer. The owner/operator shall provide evidence of permit coverage prior to the issuance of building, grading, demolition, or site improvement permits.

(d) All construction site owners/operators shall provide access to representatives of the City for inspecting BMPs prior to ground disturbance, during construction, and after the construction is complete. Upon request, the construction site owner/operator shall present the site-specific SWPPP and evidence of permit coverage under the Construction General Permit to the City. Failure to implement and maintain adequate and effective BMPs year round in accordance with the approved Erosion and Sediment Control Plan or the SWPPP (if applicable) shall be considered a violation of this chapter, and the construction site owner shall be required to make corrections within a specified time frame, as determined by the City.

13.20.060 Stormwater Management Requirements for Industrial and Commercial Sites.

(a) All industrial and commercial businesses located or operating within the City shall implement and maintain adequate and effective BMPs, as determined by the City at its sole discretion, to address Stormwater Pollution associated with outdoor process and manufacturing areas; outdoor material storage areas; outdoor waste storage, handling, and disposal areas; outdoor vehicle and equipment storage and maintenance areas; outdoor parking areas and access roads; outdoor wash areas (e.g., areas used to wash restaurant equipment and mats, vehicles, etc.); outdoor drainage from indoor areas; fueling areas;

rooftop equipment; contaminated and erodible surface areas; and other sources determined by the MRP to have a reasonable potential to contribute to pollution of stormwater runoff.

(b) Owners/operators of industrial and commercial sites that are subject to the Industrial General Permit shall ensure that a site-specific SWPPP is developed and amended as necessary.

(c) Pursuant to Business and Professions Code Section 16100.3, any business applying to the City for a new or renewed business license that is subject to the Industrial General Permit based on its Standard Industrial Classification (SIC) code shall either demonstrate coverage under the Industrial General Permit or provide sufficient proof of non-applicability to the City prior to the business license being issued or renewed.

(d) All industrial and commercial sites shall provide access to representatives of the City to inspect BMPs, and to collect samples and measurements to ensure compliance with the MRP. Upon request, and if applicable, the industrial site owners/operators shall present the site-specific SWPPP, evidence of coverage under the Industrial General Permit, and documentation showing the submittal of the Annual Report to the State Water Resources Control Board as required by the Industrial General Permit. Failure to implement and maintain adequate and effective BMPs or comply with the approved SWPPP (if applicable) shall be considered a violation of this chapter, and the site owner shall be required to make corrections within a specified time frame, at the property owner's cost, as determined by the City.

13.20.070 Stormwater Management Requirements for Private Land Drainage Areas (PLDAs).

(a) Owners of sites with designated PLDAs shall provide access to authorized representatives of the City to inspect and qualitatively score areas within PLDAs (e.g., driveways, sidewalks, parking lots, and other impervious surfaces) based on the levels of trash visually observed.

(b) Depending on the levels of trash visually observed, as required by the MRP, the City may require PLDA site owners to implement trash control measures, including, but not limited to, installation of full trash capture device(s) and/or other trash management BMPs. Failure to implement and maintain adequate and effective BMPs shall be considered a violation of this chapter, and the site owner shall be required to make corrections within a specified time frame, at the property owner's cost, as determined by the City.

(c) If required by the City to install a full trash capture device to service a PLDA, the PLDA site owner shall enter into a maintenance agreement with the City to properly maintain the device(s), in perpetuity. The Agreement shall provide access, to the extent allowable by law, to representatives of the City, strictly for the purposes of performing operation and maintenance inspections of the full trash capture device(s). Upon transferring ownership of such property, the original PLDA site owner, shall provide the new owner(s) with a current copy of this chapter, and shall inform the new owner(s) in writing of their obligation to

properly operate and maintain the full trash capture device(s).

(d) Failure to properly maintain the full trash capture device(s) serving a designated PLDA shall be considered a violation of this chapter, and the PLDA site owner shall be required to make corrections within a specified time frame, as determined by the City.

13.20.080 Stormwater Management Plan Review and Inspection Fees.
(a) The City may, by resolution of the City Council, establish fees for Stormwater Management Plan review, Erosion and Sediment Control Plan review, SWPPP review, construction site inspections, construction and demolition diversion report verification, installation and operation and maintenance verification inspections of stormwater treatment measures, HM controls, and full trash capture devices, PLDA inspections, and inspections of commercial and industrial facilities.

13.20.090 Authority to Inspect, Monitor, and Sample.
(a) When deemed necessary by the City Manager, authorized representatives of the City shall, within the limitations of applicable state and federal laws, be allowed to enter any property at all reasonable times to inspect and monitor the same, and to collect samples and measurements to ensure compliance with the MRP. In the event the owner or occupant refuses entry after a request to enter and inspect has been made, the City is hereby empowered to seek assistance from any court of competent jurisdiction in obtaining such entry.

(b) If the inspection, monitoring, or sampling results indicate a violation of the MRP, the City may require the property owner to make appropriate corrections within a specified time frame, or implement appropriate BMPs, at the property owner's cost, as determined by the City.

13.20.100 Suspension of service.
When found necessary by the City Manager or his/her duly authorized agents and representatives to prevent violation of, or nonconformance with, any provision of this chapter or resolution adopted pursuant thereto, he/she shall refuse to allow, and shall suspend service connections with, the storm drain system to any person not complying with allowable storm drain discharges or regulations.

13.20.110 Monitoring of discharge into the storm drain system.
(a) When deemed necessary by the City Manager or his/her duly authorized agents and representatives, he/she shall require any person to monitor their storm drain discharges to ensure compliance with allowable discharges.
(b) Where BMP guidelines or requirements have been adopted by any Federal, State, regional, County, or local agency, for any activity, operation, or facility that may cause or contribute to stormwater pollution or contamination, illicit discharges, discharges of non-stormwater to the stormwater system, every person undertaking such activity or operation, or owning or operating such facility, shall comply with such guidelines or requirements as may be identified by the City Manager or his/her duly authorized agents and representatives.

13.20.120 Public nuisance.
The discharge of unscreened garbage, fruit, vegetable, animal, or other solid or liquid industrial wastes into any storm drain or natural outlet or channel, in violation of any provision of this chapter, is hereby declared to be a public nuisance. The City Manager or his/her duly authorized agents and representatives may order cleanup of the waste or abatement of the effects of the waste. In the case of threatened pollution or nuisance as determined by the City Manager or his/her duly authorized agents and representatives, the City may take other remedial action, including, but not limited to, the overseeing of the cleanup and abatement efforts, or the City may seek the issuance of a preliminary or permanent injunction, or both, as may be appropriate, restraining any person from the continued violation of this chapter. Any person who violates the cleanup or abatement may be civilly, criminally, or administratively liable pursuant to SCCC 13.20.150.

13.20.130 Protection from accidental discharge – Accidental discharge notification.
(a) Each person shall provide protection from accidental or negligent discharge of non-stormwater discharge, materials, or other wastes regulated by this chapter into any storm drain, storm sewer, natural outlet, or channel. Liability for any such discharge shall be the responsibility of the person causing or responsible for the discharge, and equipment and facilities used to prevent accidental or negligent discharge of prohibited materials shall be provided and maintained at the user's expense.

(b) All persons shall notify the City of Santa Clara Department of Public Works by telephone immediately upon negligent or accidental discharge of non-stormwater or wastes to enable mitigation or countermeasures to be taken by the City to minimize damage to storm drains and the receiving waters.

(c) This notification shall be followed, within five days of the date of occurrence, by a detailed written statement describing the cause of the negligent or accidental non-stormwater discharge and the measures being taken to prevent future occurrences. Such notification will not relieve the person of liability for violations of this chapter or for any fines or penalties imposed on the City on account thereof under Section 13350 of the California Water Code, or for violation of Section 5650 of the California Fish and Game Code, or any other applicable provisions of State or Federal laws, or local ordinances.

13.20.140 Discharge pursuant to City and/or NPDES permit.
(a) Subject to review and approval under SCCC Chapter 13.20.030, the provisions of this chapter shall not prohibit any discharge in compliance with a valid NPDES permit issued to the discharger.

(b) Any discharge that would result in or contribute to a violation of the City-issued permit and the City's NPDES permit, which shall be available from the City's Department of Public Works, and any amendment, revision, or reissuance thereof, either separately considered or when combined with other discharges, is prohibited. Liability for any such non-stormwater discharge shall be the responsibility of the person causing or responsible for the non-stormwater discharge, and such person shall protect, defend, indemnify and hold

harmless the City in any administrative or judicial enforcement action relating to such action.

13.20.150 Criminal or civil penalty for violation, payment of funds to account.
(a) Pursuant to SCCC 1.05.070, the City in its prosecutorial discretion, may enforce violations(s) of the provisions of this chapter as a criminal, civil, and/or administrative action. Administrative citations issued under this chapter shall follow the process set forth in Chapter 1.10 SCCC.

(b) Citation Authority. The following designated employee positions may enforce the provisions of this chapter by issuance of citations. Persons employed in such positions are authorized to exercise the authority provided in Penal Code Section 836.5 and are authorized to issue citations for violations of this chapter. The designated employee positions are the City Manager, or his/her duly authorized agents and representatives.

13.20.160 Emergency cleanup or abatement.
In order to enforce the provisions of this chapter, when the City Manager (or his/her duly authorized agents and representatives) finds and determines that the severity of the violation warrants immediate action, he/she shall clean up or abate violation thereof. The cost of such cleanup or abatement shall be recovered by the City. Such emergency cleanup or abatement will not relieve the person of further action, which may be taken by the City Manager (or his/her duly authorized agents and representatives), including but not limited to, suspension, revocation, or modification of the discharger's permit, liability for any violations of this chapter, or any other applicable provisions of State or Federal laws, or local ordinances.

13.20.170 Administrative penalties.
Whenever the City Manager (or his/her duly authorized agents and representatives) finds that any person has violated any notice of violation requiring compliance with any provision of this chapter, or has violated any provision of this chapter, he/she may assess an administrative penalty in a sum not to exceed one thousand dollars ($1,000.00) per violation and ten thousand dollars ($10,000) per day, excluding inspection costs, or cleanup or abatement costs. The remedy provided in this section shall be pursuant to administrative procedures and is cumulative and not exclusive, and shall be in addition to all other remedies available to the City under State and Federal law and local ordinances.

13.20.180 Costs of enforcement.
In any civil, criminal, or administrative appeal, hearing, or action commenced by the City under this chapter, the City shall be entitled to recover from the defendant of such action reasonable attorneys' fees, costs of suit, and any other costs of enforcement, including, but not limited to, inspection costs and cleanup or abatement costs.

Article II. Storm Drain Environmental Compliance Fee

13.20.190 Definitions.
(a) "Commercial, industrial, or miscellaneous premises" means a premises designed,

improved, or used for a commercial or industrial purpose, other than multifamily or single-family residential purpose, and includes, but is not limited to, private schools and churches.

(b) “Multifamily residential premises” means a premises designed, improved, or used as a residence for five or more families, including apartments and condominiums, and that is not designed, improved, or used for a commercial, industrial, or miscellaneous purpose.

(c) “Premises” means a separate lot or parcel of land, improved or unimproved, which is connected to, or benefits from, directly or indirectly, the storm drain system, or any portion thereof, or from which any water runoff is discharged directly or indirectly into the City’s storm drain system.

(d) “Single-family residential premises” means a premises that is designed, improved, or used as a residence for one family only, which includes but is not limited to, individual duplex, triplex, and fourplex residential dwelling units, and that is not designed, improved, or used for a commercial, industrial, multifamily residential, or miscellaneous purpose.

(e) “Storm Drain Environmental Compliance Fee” means a program established by the City to assess the fees necessary to cover the costs of the City’s federally mandated stormwater management program pursuant to the MRP.

13.20.200 Rates – Users within the city.
There is hereby levied and assessed against and upon all premises having storm drain discharges into or through the storm drain system a monthly storm drain environmental compliance fee The City may, by resolution, establish and amend the monthly storm drain charge and define how such charge will be applied to various types of premises within the city. Said resolution shall contain the effective date of any change in the monthly storm drain charge.

13.20.210 Rates – Issuance of bills – Information required.
All bills for storm drain charges shall be issued by the City Department of Finance. Storm drain charge amounts shall be combined with bills or statements for water and sewer service provided by the City. Storm drain charges shall be assessed in all cases where the premises in question is connected to the City’s water system, sewer system, or storm drain system.

The bills shall state their purpose and the name and last known address of the person responsible for payment, and list separately each charge for water service, sewer service, and storm drain service. None of these charges shall be paid separately from the other. All bills shall be for monthly periods or for such other period as shall be determined by resolution of the City.

Article III. Polystyrene Foam Disposable Service Ware

13.20.220 Definitions.
(a) “Director of Public Works” means the Director of Public Works and his/her duly authorized agents and representatives.

(b) “Disposable food service ware” means single-use disposable products used in the restaurant and food industry for serving prepared food and includes, but is not limited to, plates, trays, cups, bowls and hinged or lidded containers (clamshells). “Disposable food service ware” does not include straws, utensils, drink lids or ice chests.

(c) “Food vendor” means any establishment located in the City of Santa Clara that sells or otherwise provides prepared food for consumption on or off its premises, and includes, but is not limited to, any shop, sales outlet, restaurant, bar, pub, coffee shop, cafeteria, caterer, convenience store, liquor store, grocery store, supermarket, delicatessen, mobile food truck, vehicle or cart, or roadside stand. A “food vendor” does not include a food service provider that is associated with either a nonprofit organization with Section 501(c)(3) status under the Internal Revenue Code or a public agency sponsored program.

(d) “National food vendor” means a food vendor that is a chain of franchised or corporate owned establishments located in more than one state.

(e) “Polystyrene foam” means a thermoplastic petrochemical material made from a styrene monomer and expanded or blown using a gaseous agent (expanded polystyrene), injection molding, form molding, and extrusion-blow molding (extruded foam polystyrene). “Polystyrene foam” is commonly made into disposable food service ware products. “Polystyrene foam” does not include clear or solid polystyrene (oriented polystyrene).

(f) “Prepared food” means food or beverages that are packaged, cooked, chopped, sliced, mixed, brewed, frozen, squeezed or otherwise prepared on the premises. “Prepared food” does not include: (1) any raw, uncooked meat products or fruits or vegetables unless it can be consumed without further preparation; or (2) prepackaged food that is delivered to the food vendor wholly encased, contained or packaged in a container or wrapper, and sold or otherwise provided by the food vendor in the same container or packaging.

13.20.230 Polystyrene foam disposable food service ware prohibited.
(a) No national food vendor shall sell or otherwise provide prepared food in polystyrene foam disposable food service ware on or after September 1, 2014.

(b) No food vendor shall sell or otherwise provide prepared food in polystyrene foam disposable food service ware on or after January 1, 2015.

13.20.240 Exemptions to the polystyrene foam disposable food service ware prohibition.
(a) A national food vendor or food vendor may seek an exemption from the prohibition under SCCC 13.20.230 due to a “unique packaging hardship” under subsection (b) of this section or a “financial hardship” under subsection (c) of this section.

(b) The national food vendor or food vendor must demonstrate that no reasonably feasible alternative exists to a specific and necessary polystyrene foam disposable food service ware to qualify for a “unique packaging hardship” exemption.

(c) The national food vendor or food vendor must demonstrate both the following to qualify

for a “financial hardship” exemption: (1) a gross income under three hundred thousand dollars ($300,000.00) on its annual income tax filing for the most recent tax year, and (2) with respect to each specific and necessary polystyrene foam disposable food service ware, that there is no feasible alternative that would cost the same or less than the polystyrene foam disposable food service ware.

(d) The national food vendor or food vendor may submit a written application for an exemption on a form provided by the Public Works Department. The Director of Public Works or designee may require the applicant to submit additional information or documentation to make a determination regarding the exemption request. A request for exemption shall be with or without condition, for a period of twelve (12) months. The national food vendor or food vendor must apply for a new exemption period no later than sixty (60) days prior to the expiration of the then current exemption period to preserve a continuous exemption status. Each application shall be reviewed anew and will be based on the most current information available. The determination of the Director or designee shall be final and is not subject to appeal.

Article IV. Single-Use Carry-Out Plastic Bags

13.20.250 Definitions.
(a) “Customer” means any person obtaining goods from a retail establishment.

(b) “Nonprofit charitable organization” means a charitable organization, as defined in Section 501(c)(3) of the Internal Revenue Code of 1986.

(c) “Person” means any natural person, firm, corporation, partnership or other organization or group however organized.

(d) “Prepared food” means food or beverage which is prepared on the premises by cooking, chopping, slicing, mixing, freezing or squeezing, and which requires no further preparation to be consumed. “Prepared food” does not include any produce, bulk food or meat department within a retail establishment.

(e) “Public eating establishment” means a:

> (1) Restaurant, take-out food establishment or any other business that receives ninety percent (90%) or more of its revenue from the sale of prepared food to be eaten on or off its premises; or
>
> (2) Department, unit or section located within and operated by a retail establishment that generates ninety percent (90%) or more of its revenue from the sale of prepared food to be eaten on or off its premises, and the department, unit or section does not engage in the sale of perishable or nonperishable goods from another department, unit or section within the same retail establishment.

(f) “Recycled paper bag” means a paper bag provided at the check stand, cash register,

point of sale or other point of departure for the purpose of transporting food or merchandise out of the establishment that contains no old growth fiber and a minimum of forty percent (40%) post-consumer recycled content; is one hundred percent (100%) recyclable; and has printed in a highly visible manner on the outside of the bag the word “Recyclable,” the name and location of the manufacturer, and the percentage of post-consumer recycled content.

(g) “Retail establishment” means any commercial establishment that sells perishable or nonperishable goods including, but not limited to, clothing, food and personal items directly to the customer; and is located within or doing business within the geographical limits of the city of Santa Clara. “Retail establishment” does not include public eating places, nonprofit charitable organizations, or farmer’s markets.

(h) “Reusable bag” means either a bag made of cloth or machine washable fabric that has handles, or a durable plastic bag with handles that is at least 2.25 mil thick and is specifically designed and manufactured for multiple reuse.

(i) “Single-use carry-out bag” means a bag other than a reusable bag provided at the check stand, cash register, point of sale or other point of departure for the purpose of transporting food or merchandise out of the establishment. “Single-use carry-out bags” do not include bags without handles provided to the customer: (1) to transport produce, prepared food, bulk food or meat from a produce, deli, bulk food or meat department within a store to the point of sale; (2) to hold prescription medication dispensed from a pharmacy; (3) to segregate food or merchandise that could damage or contaminate other food or merchandise when placed together in a reusable bag or recycled paper bag; (4) to protect clothing or garments after cleaning; or (5) to place personal items for the purpose of security requirements.

13.20.260 Single-use carry-out bags prohibited.

(a) No retail establishment shall provide a single-use carry-out bag to a customer, at the check stand, cash register, point of sale or other point of departure for the purpose of transporting food or merchandise out of the establishment effective December 1, 2014.

(b) On or before December 1, 2014, a retail establishment may make available for sale to a customer a recycled paper bag or a reusable bag for a minimum charge of ten cents ($0.10).

(c) Notwithstanding this section, no retail establishment may make available for sale a recycled paper bag unless the amount of the sale of the recycled paper bag is separately itemized on the sale receipt.

(d) A retail establishment may provide a customer participating in the California Special Supplement Food Program for Women, Infants, and Children pursuant to Article 2 (commencing with Section 123275) of Chapter 1 of Part 2 of Division 106 of the Health and Safety Code; and a customer participating in the Supplemental Food Program pursuant to Chapter 10 (commencing with Section 15500) of Part 3 of Division 9 of the California

Welfare and Institutions Code; with one or more recycled paper bags at no cost.

13.20.270 Administrative fine.
(a) A fine may be imposed upon findings made by the City Manager, his or her designee, or a code enforcement officer that any retail establishment has provided a single-use carry-out bag to a customer in violation of this chapter.

(b) Upon findings made under subsection (a) of this section, the retail establishment shall be subject to an administrative fine as follows:

(1) A fine not exceeding one hundred dollars ($100.00) for a first violation;

(2) A fine not exceeding two hundred dollars ($200.00) for a second violation;

(3) A fine not exceeding five hundred dollars ($500.00) for a third and subsequent violations;

(4) Each instance that a retail establishment has provided single-use carry-out bags to a customer constitutes a separate violation.

SECTION 2: Ordinances Repealed. With exception of the provisions protected by the savings clause, all ordinances (or parts of ordinances) in conflict with or inconsistent with this ordinance are hereby repealed.

SECTION 3: **Savings clause**. The changes provided for in this ordinance shall not affect any offense or act committed or done or any penalty or forfeiture incurred or any right established or accruing before the effective date of this ordinance; nor shall it affect any prosecution, suit or proceeding pending or any judgment rendered prior to the effective date of this ordinance. All fee schedules shall remain in force until superseded by the fee schedules adopted by the City Council.

SECTION 4: **Effective date**. This ordinance shall take effect thirty (30) days after its final adoption; however, prior to its final adoption it shall be published in accordance with the requirements of Section 808 and 812 of “The Charter of the City of Santa Clara, California.”

PASSED FOR THE PURPOSE OF PUBLICATION this XX day of XXXXXX, 2024, by the following vote:

AYES: COUNCILORS:

NOES: COUNCILORS:

ABSENT: COUNCILORS:

ABSTAINED: COUNCILORS:

ATTEST: _____
NORA PIMENTEL, MMC
ASSISTANT CITY CLERK
CITY OF SANTA CLARA

Attachments incorporated by reference:
None

24-838 Agenda Date: 9/24/2024

REPORT TO COUNCIL

SUBJECT
Action to Adopt Ordinance No. 2071 Amending Chapter 2.140 (“Disaster Council”) of Title 2 (“Administration and Personnel”) of “The Code of the City of Santa Clara, California”

BACKGROUND
At the August 27, 2024 Council meeting, proposed Ordinance No. 2071 was passed for the purpose of publication. Pursuant to City Charter Sections 808 and 812, a summary of proposed Ordinance No. 2071 was published to the Santa Clara Weekly on September 18, 2024, and copies were posted in three public places.

DISCUSSION
The City’s Disaster Council ordinance (which defines emergencies, emergency organization and plans, and identifies Disaster Council membership, powers, and duties, as well as the legal framework for the City’s operations during a disaster or emergency) has not been updated since 1971. The proposed ordinance includes revisions to remove language that is reflective of civil defense era processes and procedures, to update language, processes, and procedures, as well as policies to reflect common, modern best practices, current statewide and national mandates, laws and systems, and to establish the Office of Emergency Management. In addition, the proposed ordinance formally recognizes the City’s membership in the legally formalized Santa Clara County Operational Area, in accordance with the California Governor’s Office of Emergency Services Standardized Emergency Management System.

ENVIRONMENTAL REVIEW
The action being considered does not constitute a “project” within the meaning of the California Environmental Quality Act (“CEQA”) pursuant to CEQA Guidelines section 15378(b)(5) in that it is a governmental organizational or administrative activity that will not result in direct or indirect changes in the environment.

FISCAL IMPACT
The changes being proposed in the ordinance provide potential reduced financial liabilities by addressing updated Disaster Service Worker (DSW) and volunteer guidance and mandates, and reducing Worker’s Compensation vulnerabilities as well as ensuring eligibility for mandated financial disaster compensation, as outlined in the Stafford Act.

COORDINATION
This ordinance has been reviewed by the City Attorney’s Office, City Manager’s Office, Finance Department and the Office of Emergency Services.

PUBLIC CONTACT

A summary of proposed Ordinance No. 2071 was published to the Santa Clara Weekly on September 18, 2024, and copies were posted in three public places and made available for public inspection at the City Clerk's Office.

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email clerk@santaclaraca.gov or at the public information desk at any City of Santa Clara public library.

RECOMMENDATION

Waive Second Reading and Approve Adoption of Ordinance No. 2071 Amending Chapter 2.140 ("Disaster Council") of Title 2 ("Administration and Personnel") of "The Code of the City of Santa Clara, California"

Reviewed by: Glen R. Googins, City Attorney
Approved by: Jovan D. Grogan, City Manager

ATTACHMENTS

1. Ordinance No. 2071 (Intro)
2. Report to Council 24-648

ORDINANCE NO. 2071

AN ORDINANCE OF THE CITY OF SANTA CLARA, CALIFORNIA, AMENDING CHAPTER 2.140 ("DISASTER COUNCIL") OF "THE CODE OF THE CITY OF SANTA CLARA, CALIFORNIA"

BE IT ORDAINED BY THE CITY OF SANTA CLARA AS FOLLOWS:

WHEREAS, on April 13, 1971, the City Council approved Ordinance No. 1241 amending Sections 2-90, 2-98, 2-22 and Chapter 9 ("Disasters") of "The Code of the City of Santa Clara, California" (SCCC), to define emergencies, emergency organization and plans, and identify Disaster Council membership, powers, and duties, as well as a legal framework which established how the City would operate during a disaster or emergency;

WHEREAS, since 1971, no updates to the City's Disaster Council Ordinance have been made, despite the occurrence of several major statewide and national catastrophic disasters that have precipitated the creation of several statewide and national laws, systems, frameworks, funding mechanisms and best practices for the incident management enterprise;

WHEREAS, since 1971, emergency management has emerged as a discipline with developed academic foundations for guiding principles and best practices; and

WHEREAS, in order to update the procedures applicable to emergency management in the City of Santa Clara to reflect modern best practices as well as statewide and national mandates, the City Council deems it to be in the best interests of the City to amend Chapter 2.140 (currently entitled "Disaster Council") as set forth below.

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NOW THEREFORE, BE IT FURTHER ORDAINED BY THE CITY OF SANTA CLARA AS FOLLOWS:

SECTION 1: That Chapter 2.140 (currently entitled "Disaster Council") of Title 2 (entitled "Administration and Personnel") of "The Code of the City of Santa Clara, California" ("SCCC") is amended to read as follows:

"Chapter 2.140
EMERGENCY MANAGEMENT AND DISASTER COUNCIL

Sections:

2.140.010 Purposes.

2.140.020 Definitions.

2.140.030 Emergency organization.

2.140.040 Disaster Council membership.

2.140.050 Disaster Council powers and duties.

2.140.060 Office of Director of Emergency Services.

2.140.070 Powers and duties of the Director of Emergency Services.

2.140.080 Local emergency; termination.

2.140.090 Activation of the City EOC.

2.140.100 Authority for emergency orders and regulations.

2.140.110 Suspension of ordinances, rules, and regulations.

2.140.120 Operational Area membership.

2.140.130 Standardized Emergency Management System (SEMS).

2.140.140 Office of Emergency Management created - officers and staff.

2.140.150 Powers and duties of the Emergency Management Officer.

2.140.160 Emergency Operations Plan.

2.140.170 Mutual aid.

2.140.180 Expenditures.

2.140.190 Compensation of volunteers – Official immunity.

2.140.200 Punishment of violations.

2.140.010 Purposes.

The declared purposes of this chapter are to provide for the preparation and carrying out of plans for the protection of persons, property, and the environment within this city in the event of an emergency; the establishment, coordination, and direction of the emergency organization; the establishment, coordination, and direction of the Office of Emergency Management; and the coordination of the emergency functions of this City with all other public agencies, corporations, organizations, and affected private persons.

2.140.020 Definitions.

As used in this chapter, the following terms shall, unless the context clearly indicates otherwise, have the respective meanings herein set forth:

(a) Emergency, including a state of war emergency, state of emergency, and local emergency, shall have the meanings set forth in Government Code Section 8558, as that section may be amended or renumbered.

(b) Emergency Operations Center ("EOC") means a location from which the function of centralized emergency management is performed.

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(c) Emergency Response Agency means any governmental agency or organization responding to an emergency, whether in the field, at the scene of an incident, or to an EOC or other operations center, in response to an emergency, or providing mutual aid support to such an organization, and may include, but is not limited to, emergency response services such as Fire, Law Enforcement, Emergency Medical, and Public Health.

(d) Emergency Response Personnel means personnel involved with an agency's response to an emergency and/or responsible for mitigation activities.

(e) Emergency Services means all activities carried out pursuant to the California Emergency Services Act, Gov. Code § 8550 et seq, as those sections may be amended or renumbered.

(f) Incident means an occurrence or event, caused either by humans or by natural phenomena, that requires action by Emergency Response Personnel to prevent or minimize loss of life or damage to property and/or natural resources.

(g) Operational Area means the County and all local governmental entities within the County's geographical area. Under Government Code Sections 8559 and 8605 (as those sections may be amended or renumbered), each county geographic area has been designated as an operational area to be used for the coordination of emergency activities and to serve as a link in the system of communications and coordination between the State's EOCs and the EOCs of the local governmental entities comprising the operational area. This definition does not change the definition of Operational Area as used in the existing fire and rescue mutual aid system.

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2.140.030 Emergency organization.

All employees of the City of Santa Clara are designated as disaster service workers under Government Code Sections 3100 et seq., as that section may be amended or renumbered. All officers and employees of the City, together with those volunteer forces registered to aid them during a duly proclaimed emergency; and all groups, organizations, and persons who may by agreement or by operation of law, including persons impressed into service under the provisions of Government Code Section 8585.5 (as that section may be amended or renumbered), be charged with duties incident to the protection of life, property, or environment in the City during such emergency, shall constitute the City Emergency Organization.

The City Emergency Organization also includes the American Red Cross, members of the Collaborating Agencies' Disaster Relief Effort (CADRE), Civil Air Patrol, and such other organizations and groups as may offer and have their services accepted prior to, during, or after an emergency.

2.140.040 Disaster Council membership.

The Santa Clara Disaster Council is hereby created and shall consist of the following:

(a) The Director of Emergency Services (City Manager) who shall be chairman.

(b) The Mayor, or his/her designee, who shall be vice-chairman.

(c) The members of the City Council, the City Attorney, City Clerk, and the City Manager’s Emergency Management Officer.

(d) The Deputy Director, appointed by the City Manager, who, in the absence of, or at the direction of the Director, shall act on his/her behalf.

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(e) Certain service chiefs or department heads as selected by the Director of Emergency Services.

2.140.050 Disaster Council powers and duties.

The Disaster Council shall have the following duties, powers, and responsibilities, and such other as they may be entrusted with by the City Council, as necessary:

(a) Meet at the discretion of the Chair, but no less than annually.

(b) Advise on and recommend for adoption emergency plans and mutual aid agreements based on the Standardized Emergency Management System (SEMS) as defined in the California Code of Regulations, Title 19, Division 2, Sections 2400 – 2450 (as those sections may be amended or renumbered).

(c) Provide guidance to develop disaster exercises, assist with threat assessments, review emergency plans and as necessary their hazard or function-specific annexes, identify local resources and facilitate multi-agency/inter-agency coordination within its membership and other local governments and special districts.

(d) Provides oversight and support for engaging community members in homeland security, emergency planning and response, and promoting community preparedness and family safety through public education and outreach.

(e) Provide oversight responsibility for the California State Disaster Service Worker (DSW) and Disaster Service Worker Volunteer Program (DSWVP), inclusive of the delegation of authority to designated City officials for the swearing in of new Disaster Service Workers and Disaster Service Worker Volunteers.

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(f) The Disaster Council may exercise such powers and duties as are necessary to substantially comply with the rules and regulations established by the California Office of Emergency Services for the purpose of being certified by that Office pursuant to Government Code Section 8612, as that section may be amended or renumbered.

2.140.060 Office of Director of Emergency Services.

There is hereby created the Office of Director of Emergency Services.

(a) The City Manager shall be the Director of Emergency Services.

(b) A Deputy Director of Emergency Services shall be appointed by the Director and shall act for the Director when the Director is incapacitated or otherwise unable to carry out his/her duties. The Deputy Director of Emergency Services shall be appointed from an incumbent in the City service.

2.140.070 Powers and duties of the Director of Emergency Services.

The Director of Emergency Services, or his/her successor, is hereby empowered to:

(a) Proclaim the existence or threatened existence of a "local emergency" which shall be ratified and renewed by the City Council in accordance with Govt. Code § 8630, as that section may be amended or renumbered.

(b) Request the Governor to proclaim a "state of emergency" when, in the opinion of the Director, the locally available resources are inadequate to cope with the emergency.

(c) Control and direct the effort of the emergency organization of this City for the accomplishment of the purposes of this chapter.

(d) Direct cooperation between and coordination of services and staff of the emergency organization of this City; and resolve questions of authority and responsibility that may arise between them.

(e) Represent this City in all dealings with public or private agencies on matters pertaining to emergencies as defined herein.

(f) In the event of the proclamation of a "local emergency" as herein provided, the proclamation of a "state of emergency" by the Governor or the Director of the State Office of Emergency Services, or the existence of a "state of war emergency," the Director is hereby empowered to:

(1) Make and issue rules and regulations on matters reasonably related to the protection of life and property as affected by such emergency;

(2) Obtain vital supplies, equipment, and such other properties found lacking and needed for the protection of life and property and to bind the City for the fair value thereof and, if required immediately, to commandeer the same for public use;

(3) Require emergency services of any City officer or employee and, in the event of the declaration of a "state of emergency" in the County in which this City is located or the existence of a "state of war emergency," to command the aid of as many citizens of this community as he deems necessary in the execution of his/her duties; such persons shall be entitled to all privileges, benefits, and immunities as are provided by State law for registered disaster service workers;

(4) Requisition necessary personnel or material of any City department or agency; and

(5) Execute all his/her ordinary powers as City Manager, all of the special powers conferred upon him by this chapter or by resolution or emergency plan pursuant hereto adopted by the City Council, all power conferred upon him by any statute, by an agreement approved by the City Council, and by any other lawful authority.

(6) This subsection shall be construed to grant the broadest powers permissible to the Director to effectively deal with a proclaimed emergency.

2.140.080 Local emergency; termination.

The City Council shall review the need to continue a local emergency, either proclaimed by the Council or ratified by the Council following proclamation by the Director of Emergency Services, at the interval set forth in Government Code Section 8630, as that section may be amended or renumbered, and shall proclaim the termination of such local emergency at the earliest practicable date that conditions warrant.

2.140.090 Activation of the City EOC.

The following personnel are authorized to activate the City EOC: the City Manager (Emergency Services Director), Deputy Director of Emergency Services, Chief Operating Officer, the City Emergency Management Officer, or any individual designated on a temporary basis by the Emergency Services Director to have such power.

2.140.100 Authority for emergency orders and regulations.

The City Council, to provide prompt response to emergency situations following the proclamation of a local emergency as authorized in this Division, or the proclamation of a state of emergency or existence of a state of war emergency, specifically delegates to the Director of Emergency Services the authority to promulgate orders and regulations to provide for the protection of life, property, and the environment, where necessary to preserve the public order and safety. To have legal effect, all such orders and regulations must be in writing and signed by the promulgating official, and must be ratified at the next regular meeting of the City Council.

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2.140.110 Suspension of ordinances, rules, and regulations.

Following the proclamation of a local emergency as authorized in this Division, the Director of Emergency Services may temporarily suspend enforcement of any City ordinance, rule, regulation, or policy, including those relating to the procurement of goods or services and any associated competitive bidding requirements and/or administrative processes, if he or she determines and declares that strict compliance with that ordinance, rule, regulation, or policy would prevent, hinder, or delay the response to the local emergency. All such actions shall be in writing and signed by the promulgating official, and must be ratified at the next regular meeting of the City Council.

2.140.120 Operational Area membership.

The City of Santa Clara is a member municipality in the Santa Clara County Operational Area in accordance with County Ordinance Section A8-5 and in accordance with Government Code Sections 8559 and 8605 (as those sections may be amended or renumbered), and in accordance with the California Standardized Emergency Management System (SEMS).

2.140.130 Standardized Emergency Management System (SEMS).

SEMS is the adopted emergency management system in the City. SEMS utilizes the Incident Command System (ICS), multi/interagency coordination, mutual aid, and the Operational Area concept to facilitate priority setting, interagency cooperation, and the efficient flow of resources and information during an emergency. The City Emergency Organization shall structure its response to any emergency using SEMS and shall include the use of SEMS in all emergency plans and procedures.

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2.140.140 Office of Emergency Management created - officers and staff.

There is created within the Office of the City Manager the City of Santa Ciara Office of Emergency Management (OEM). The City Emergency Management Officer (who may also be referred to as the Emergency Services Officer) shall lead the City OEM.

2.140.150 Powers and duties of the Emergency Management Officer.

The Emergency Management Officer shall:

(a) Coordinate emergency management activities in pre-emergency planning, during an emergency, and in post-emergency activities as the chief staff officer of the Director of Emergency Services in the Office of Emergency Management.

(b) Represent the City in dealings with public and private agencies pertaining to emergency planning.

(c) Organize, develop, and coordinate the City's participation in Operational Area emergency programs, working with City departments, governmental entities, supporting agencies, and volunteer groups.

(d) Prepare and maintain the basic emergency plans for the City and submit such plans to the Director of Emergency Services.

(e) Attend, participate in, and if nominated to or requested to serve on the EOAC.

(f) Exercise the City EOC in whole or part, at least annually.

(g) Perform other duties as may be assigned by the Director of Emergency Services.

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2.140.160 Emergency Operations Plan.

The City Office of Emergency Management shall be responsible for the development of the City Emergency Operations Plan (EOP), which shall provide for the use of SEMS and the effective mobilization of all of the resources of this City, both public and private, to meet any condition constituting a local emergency, state of emergency, or state of war emergency; and shall provide for the organization, powers and duties, services and staff of the City Emergency Organization. Such plan shall take effect upon adoption by the City Council.

The Office of Emergency Management shall be responsible for the development of all identified hazard and risk annexes in support of the EOP with the appropriate City agencies and governmental partners.

It shall be the responsibility of all EOC section chiefs and alternates to have a thorough knowledge of the EOP and to ensure that their respective supporting services and key personnel are properly trained and organized to meet all of their responsibilities in the event of an emergency.

2.140.170 Mutual aid.

It is the purpose of the City Council in enacting this chapter to facilitate the rendering of mutual aid to and for the people of this City. Emergency plans adopted and approved by the City Council shall provide for the interchange of mutual aid and for coordination with the emergency plans of the County operational area.

2.140.180 Expenditures.

Any expenditures made in connection with emergency activities, including mutual aid activities, shall be deemed conclusively to be for the direct protection and benefit of the inhabitants and property of the City of Santa Clara.

2.140.090 Compensation of volunteers – Official immunity.

All persons, other than officers and employees of the City, volunteering services in the City Emergency Organization pursuant to the provisions of this chapter and pursuant to the California Governor's Office of Emergency Services Disaster Service Worker Volunteer Program guidance, shall serve without compensation from the City. While engaged in such services, they shall have the same immunity as officers and employees of the City performing similar duties. Approved DSW volunteers shall be registered with the appropriate City agency in order to be eligible for worker's compensation benefits, as provided in Labor Code Section 3201 et seq., and Government Code Section 8585.5, as those sections may be amended or renumbered.

All DSW volunteers shall be administered the oath or affirmation set forth in Government Code Sections 3102 and 3103, as those sections may be amended or renumbered. The City Manager (Emergency Services Director) shall maintain a list of officers authorized by Government Code Section 3104 to administer oaths.

2.140.200 Punishment of violations.

Beginning on the date when an emergency is proclaimed by the Director of Emergency Services and ending when such declaration of emergency is terminated, it shall be a violation of this Code – punishable in the City's prosecutorial discretion as a criminal, civil, and/or administrative action – for any person, contractor, business, or other entity to:

(a) Willfully obstruct, hinder, or delay any member of the emergency organization in the enforcement of any lawful rule or regulation issued pursuant to this Chapter or in the performance of any duty imposed upon him or her by virtue of this Chapter.

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(b) Do any act forbidden by any lawful rule or regulation issued pursuant to this Chapter, if that act gives or is likely to give assistance to the enemy (during a state of war emergency), or to imperil the lives, property, or environment of inhabitants of the City, or to prevent, hinder, or delay the defense or protection thereof.

(c) Wear, carry, or display, without authority, any means of identification specified by any emergency services agency of the State of California, or any political subdivision thereof.

(d) Sell, or offer to sell, any consumer food items, repair or reconstruction services, emergency supplies, medical supplies, or gasoline for an amount which is ten or more percent greater than the price charged by that person, contractor, business or other entity for said goods or services immediately prior to the proclamation of emergency unless said person, business, contractor or other entity can prove that the increase was directly attributable to additional costs imposed on it by the supplier of the goods or for labor and materials used to provide the service. For purposes of this subsection, the following definitions shall apply:

(1) A “consumer food item” is any article which is used or intended for use for food, drink, confection, or condiment by humans or animals.

(2) “Repair or reconstruction services” are those contractor services for repairs to residential and commercial property of any type which are damaged as a result of the disaster. This includes the removal of debris (including a damaged tree) and garbage.

(3) “Emergency supplies” shall include but are not limited to water, flashlights, radios, batteries, candles, blankets, soaps, and diapers.

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(4) “Medical supplies” shall include but are not limited to prescription and nonprescription drugs, bandages, gauzes, and isopropyl alcohol.

(e) Violate any curfew established by any lawful rule, regulation, order, or direction issued pursuant to this Chapter.

(f) Buy, sell, remove, deface, cover, hide, destroy, or tamper with any sign, tag or placard posted by a member of the emergency organization on a building or structure damaged by a disaster.

(g) Post any sign, tag, or placard not authorized by the emergency organization on a building or structure damaged by a disaster.”

SECTION 2: Ordinances Repealed. With exception of the provisions protected by the savings clause, all ordinances (or parts of ordinances) in conflict with or inconsistent with this ordinance are hereby repealed.

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SECTION 3: **Savings clause**. The changes provided for in this ordinance shall not affect any offense or act committed or done or any penalty or forfeiture incurred or any right established or accruing before the effective date of this ordinance; nor shall it affect any prosecution, suit or proceeding pending or any judgment rendered prior to the effective date of this ordinance. All fee schedules shall remain in force until superseded by the fee schedules adopted by the City Council.

SECTION 4: **Effective date**. This ordinance shall take effect thirty (30) days after its final adoption; however, prior to its final adoption it shall be published in accordance with the requirements of Section 808 and 812 of "The Charter of the City of Santa Clara, California."

PASSED FOR THE PURPOSE OF PUBLICATION this 27TH day of August, 2024, by the following vote:

AYES:	COUNCILORS:	Becker, Chahal, Hardy, Jain, Park and Watanabe, and Mayor Gillmor
NOES:	COUNCILORS:	None
ABSENT:	COUNCILORS:	None
ABSTAINED:	COUNCILORS:	None

ATTEST:

NORA PIMENTEL, MMC
ASSISTANT CITY CLERK
CITY OF SANTA CLARA

Attachments incorporated by reference: None

24-648 Agenda Date: 8/27/2024

REPORT TO COUNCIL

SUBJECT
Action to Approve Introduction of Ordinance Amending Chapter 2.140 (“Disaster Council”) of the City Code

COUNCIL PILLAR
Deliver and Enhance High Quality Efficient Services and Infrastructure

BACKGROUND
On April 13, 1971, the City Council approved Ordinance No. 1241 amending Sections 2-90, 2-98, 2-22 and Chapter 9 (“Disasters”) of “The Code of the City of Santa Clara, California” (SCCC), to define emergencies, emergency organization and plans, and identify Disaster Council membership, powers, and duties, as well as a legal framework which established how the City would operate during a disaster or emergency.

Prior to 1971, there had been several updates and revisions to the Disaster Council Ordinance on a multiyear interval. Since 1971, no updates to the City’s Disaster Council Ordinance have been made. However, since 1971, there have been several major statewide and national catastrophic disasters which have precipitated the creation of several statewide and national laws, systems, frameworks, funding mechanisms and best practices for the incident management enterprise. There have also been a number of largescale and high visibility disasters and events at the regional and local level. Additionally, the emergence of the emergency management discipline and career field with its certifications, qualifications, credentials, and guiding principles, best practices and academic foundations has continued to mature. As a result, an update and revision to the City’s Disaster Council Ordinance has been evidenced as much needed.

DISCUSSION
The proposed ordinance includes revisions to remove language that is unnecessarily reflective of civil defense era processes and procedures, to update language, processes, and procedures, as well as policies to reflect common, modern best practices, current statewide and national mandates, laws and systems, and to establish the Office of Emergency Management. In addition, the proposed ordinance formally recognizes the City’s membership in the legally formalized Santa Clara County Operational Area, in accordance with the California Governor’s Office of Emergency Services Standardized Emergency Management System. Therefore, the proposed revisions update the title of the ordinance to the “Disaster Council and Emergency Management Ordinance,” in line with common, modern best practices.

The updated ordinance also reduces existing liabilities to the City and ensures appropriate powers, authorities and indemnifications are granted to the Disaster Council and the Emergency Services Director during times of disaster or emergency, in line with common, modern best practices.

Proposed modifications to the City's 1971 ordinance, many of which are designed to align with the State of California's Model Emergency Ordinance, include the following:

- Formalization of the Office of Emergency Management, including staff and powers and duties of the office
- Modify the membership of the Disaster Council such that the Director of Emergency Services is the Chair, the Mayor is the Vice-Chair. And the Director has the ability to add department directors to the Disaster Council, if needed
- Reference to the Standardized Emergency Management System (SEMS) requirements under state law
- Reference to the Operational Area membership
- Additional express requirements for Disaster Service Workers
- Increase the scope of punishable violations

There are no known disadvantages to adopting the ordinance.

ENVIRONMENTAL REVIEW

The action being considered does not constitute a "project" within the meaning of the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15378(b)(5) in that it is a governmental organizational or administrative activity that will not result in direct or indirect changes in the environment.

FISCAL IMPACT

The changes being proposed in the ordinance provide potential reduced financial liabilities by addressing updated Disaster Service Worker (DSW) and volunteer guidance and mandates, and reducing Worker's Compensation vulnerabilities as well as ensuring eligibility for mandated financial disaster compensation, as outlined in the Stafford Act.

COORDINATION

This ordinance has been reviewed by the City Attorney's Office, City Manager's Office, Finance Department and the Office of Emergency Services.

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email clerk@santaclaraca.gov <mailto:clerk@santaclaraca.gov> or at the public information desk at any City of Santa Clara public library.

RECOMMENDATION

1. Waive First Reading and Approve Introduction of an Ordinance Amending Chapter 2.140 ("Disaster Council") of Title 2 ("Administration and Personnel") of "The Code of the City of Santa Clara, California"

Reviewed by: David Flamm, Emergency Services Officer
Approved by: Jovan D. Grogan, City Manager

ATTACHMENTS

1. Ordinance 1241, April 13, 1971
2. Proposed Amended Ordinance

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REPORT TO STADIUM AUTHORITY BOARD

SUBJECT

Report on the Audited Santa Clara Stadium Authority Fiscal Year 2023/24 Annual Financial Statements

BOARD PILLAR

Ensure Compliance with Measure J and Manage Levi's Stadium

BACKGROUND

The Santa Clara Stadium Authority (Stadium Authority), the Stadium Funding Trust, and Goldman Sachs Bank USA entered into a Credit Agreement on June 19, 2013. Section 5.1(a) of the Credit Agreement requires that the Stadium Authority Annual Financial Statements be audited by independent certified public accountants within 180 days after the end of each fiscal year. On June 25, 2021, the Stadium Authority entered into a professional services agreement with KPMG, LLP (KPMG) to perform the annual financial audit of the Stadium Authority's Fiscal Year 2023/24 Annual Financial Statements.

The Annual Financial Statements include: (1) the Independent Auditors' Report which describes the auditors' responsibility and their opinion of the Financial Statements, (2) Management's Discussion and Analysis which provides an overall review of the Stadium Authority's financial activities, (3) the Basic Financial Statements, and (4) the Notes to the Financial Statements which have additional information pertaining to the Stadium Authority's operations and financial position.

The role of the Audit Committee is to provide oversight of the Stadium Authority's financial reporting processes, internal controls and independent auditors. The Audit Committee met with Stadium Authority and KPMG staff on September 3, 2024 and September 17, 2024 to review the draft Stadium Authority Fiscal Year 2023/24 Annual Financial Statements. At the September 3, 2024 meeting, Stadium Authority staff provided an overview of the Financial Statements and KPMG discussed the audit process and the audit results. Several comments were made by the Audit Committee including: 1) Operating Expenses included the outcome of the public safety cost settlement, 2) Corrected audit misstatement related to the implementation of GASB 87, Leases, 3) Distinction between the financial statement audit and the Harvey Rose audit and, 4) Review and audit of contracts and agreements entered into by Forty Niners Stadium Management Company, LLC (ManCo). At the September 17, 2024 meeting, the Audit Committee voted to accept the Financial Statements and recommended that the Stadium Authority Board note and file the report at the September 24, 2024 Joint Council and Authorities Concurrent and Stadium Authority Meeting. A finalized clean audit letter from KPMG is included in the financial statements attached to this report.

The Financial Statements being discussed with this report cover the Stadium Authority's 2023/24 fiscal year, which spans from April 1, 2023 to March 31, 2024.

DISCUSSION

At the September 3, 2024 Audit Committee meeting, KPMG provided a summary of the methodology used to review and validate the financial statements. On September 17, 2024, KPMG completed a draft of the financial audit of the Stadium Authority which resulted in the issuance of the Stadium Authority Fiscal Year 2023/24 Annual Financial Statements (Attachment 1), Internal Controls and Compliance Letter (Attachment 2) as required per the Stadium Authority debt covenants, and Independent Auditors' Report (Attachment 3). KPMG expressed an unmodified (i.e., "clean") opinion on the Financial Statements. An unmodified opinion is when the auditor concludes that the financial condition, position, and operations are fairly presented, and the financial statements are free of material misstatements.

Key financial highlights for the fiscal year ended March 31, 2024 are as follows:

- The carrying value of Levi's Stadium at March 31, 2024, net of depreciation, is $670,543,336.
- During the fiscal year, there were twelve National Football League (NFL) games, seven ticketed non-NFL events, and fifty-three smaller special events held at Levi's Stadium.
- The Stadium Authority recognized $81,107,805 in operating revenue and $79,659,943 in operating expenses.
- Revenues from the non-NFL events were $24,935,722 and the related expenses were $16,669,037 resulting in net non-NFL event profit of $8,266,685.
- Debt service payments during the fiscal year totaled $28,683,618. Overall remaining outstanding debt was reduced by $16,606,911.
- The City of Santa Clara (City) received $495,000 for stadium ground rent and $250,000 in senior and youth fees.

Subsequent to the September 17, 2024 meeting, KPMG issued a final report on September 18, 2024 with no material changes to the draft report.

ENVIRONMENTAL REVIEW

This agenda not constitute a "project" within the meaning of the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15060(c)(1) as the it does not involve the exercise of discretionary powers by a public agency;

FISCAL IMPACT

Costs associated with the preparation of this report are included in the Stadium Authority Operating Budget.

COORDINATION

This report has been coordinated with the Stadium Authority Counsel's Office.

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email clerk@santaclaraca.gov <mailto:clerk@santaclaraca.gov> or at the

public information desk at any City of Santa Clara public library.

RECOMMENDATION
Note and file the Santa Clara Stadium Authority Fiscal Year 2023/24 Annual Financial Statements.

Reviewed by: Kenn Lee, Treasurer
Approved by: Jovan D. Grogan, Executive Director

ATTACHMENTS
1. FY 2023/24 Santa Clara Stadium Authority Financial Statements
2. Internal Controls and Compliance Letter
3. Independent Auditors' Report (Debt Compliance Letter)

SANTA CLARA STADIUM AUTHORITY

(a Component Unit of the City of Santa Clara, California)

Financial Statements

March 31, 2024 and 2023

(With Independent Auditors' Report Thereon)

SANTA CLARA STADIUM AUTHORITY
(a Component Unit of the City of Santa Clara, California)

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KPMG LLP
Suite 1400
55 Second Street
San Francisco, CA 94105

Independent Auditors' Report

The Board of Directors
Santa Clara Stadium Authority:

Report on the Audit of the Financial Statements

Opinion

We have audited the financial statements of the Santa Clara Stadium Authority (the Stadium Authority), a component unit of the City of Santa Clara, as of and for the years ended March 31, 2024 and 2023, and the related notes to the financial statements, which collectively comprise the Stadium Authority's basic financial statements for the years then ended as listed in the table of contents.

In our opinion, the accompanying financial statements referred to above present fairly, in all material respects, the financial position of the Stadium Authority as of March 31, 2024 and 2023, and the changes in its financial position and its cash flows for the years then ended in accordance with U.S. generally accepted accounting principles.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Stadium Authority and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with U.S. generally accepted accounting principles, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Stadium Authority's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditors' Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a

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substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Stadium Authority's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Stadium Authority's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

Required Supplementary Information

U.S. generally accepted accounting principles require that the management's discussion and analysis be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with GAAS, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated September 19, 2024 on our consideration of the Stadium Authority's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Stadium Authority's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Stadium Authority's internal control over financial reporting and compliance.

KPMG LLP

San Francisco, California
September 19, 2024

SANTA CLARA STADIUM AUTHORITY
(a Component Unit of the City of Santa Clara, California)
Management's Discussion and Analysis (Unaudited)
March 31, 2024 and 2023

The management's discussion and analysis of the Santa Clara Stadium Authority (Stadium Authority) provides an overall review of the Stadium Authority's financial activities for the fiscal years ended March 31, 2024 and 2023. The intent of this discussion and analysis is to look at the Stadium Authority's financial performance as a whole. Readers should review the discussion and analysis in conjunction with the basic financial statements, including the notes to the basic financial statements to enhance their understanding of the Stadium Authority's financial performance.

The Stadium Authority has elected to provide comparative financial statements to better assist the reader. The Stadium Authority's fiscal year runs from April 1 through March 31 to conform to the fiscal year of the Stadium Funding Trust (FinanceCo). The Stadium Authority is a component unit of the City of Santa Clara, California (City) whose fiscal year is July 1 through June 30.

The Stadium Authority exists as a public body, separate and distinct from the City. It was established to provide for development and operation of Levi's Stadium.

Financial Highlights

Key financial highlights for the fiscal year ended March 31, 2024 are as follows:

- The carrying value of Levi's Stadium, net of depreciation, is $670,543,336.
- During the fiscal year, there were twelve National Football League (NFL) games, seven ticketed Non-NFL events, and fifty-three smaller special events held at Levi's Stadium.
- The Stadium Authority recognized $81,107,805 in operating revenue and $79,659,943 in operating expenses.
- The revenues from the Non-NFL events were $24,935,722 and the related expenses were $16,669,037 resulting in net Non-NFL event profit of $8,266,685.
- Debt service payments during the fiscal year totaled $28,683,618. Overall remaining outstanding debt was reduced by $16,606,911.
- The assets of the Stadium Authority exceeded its liabilities by $129,654,706 due to income from the operation of Levi's Stadium.
- The City received $495,000 for stadium ground rent. Additionally, the City is required to be fully reimbursed for all of its administration and public safety costs by either the Stadium Authority for Non-NFL events or Forty Niners SC Stadium Company LLC (StadCo) for NFL events.

Overview of the Financial Statements

This annual report consists of a series of financial statements and the notes to those statements. These statements are organized so the reader can understand the Stadium Authority as a financial whole. The basic financial statements provide both a short-term and long-term view of the Stadium Authority's financial activities and financial position.

The basic financial statements comprise the statements of net position, the statements of revenues, expenses, and changes in net position, the statements of cash flows, and the notes to the financial statements. The statements of net position provide information about the financial position of the Stadium Authority as a whole, including all of its long-term liabilities on the full accrual basis. The statements of revenues, expenses, and

changes in net position provide information about all revenue and expenses. The statements of cash flows provide information about cash activities for the period.

During the fiscal year ended March 31, 2023, the Stadium Authority implemented Governmental Accounting Standards Board (GASB) Statement No. 87 (GASB 87), *Leases*, which requires the Stadium Authority to recognize leases receivable and deferred inflows of resources related to lease arrangements where the Stadium Authority is a lessor. Further, the Stadium Authority is required to recognize a lease liability and an intangible right-to-use leased asset for lease arrangements where the Stadium Authority is a lessee.

Financial Analysis of the Stadium Authority as a Whole

The Stadium Authority's net position at March 31, 2024, March 31, 2023, and March 31, 2022 is as follows:

	FY 2024	FY 2023	FY 2022	FY 2024 increase (decrease)	FY 2023 increase (decrease)
Assets:					
Capital assets	$ 678,569,448	689,075,880	702,507,201	(10,506,432)	(13,431,321)
Other assets	765,846,369	755,730,577	755,573,350	10,115,792	157,227
Total assets	$ 1,444,415,817	1,444,806,457	1,458,080,551	(390,640)	(13,274,094)
Liabilities:					
Current unearned revenue	$ 16,900,628	16,374,980	15,076,480	525,648	1,298,500
Other current liabilities	37,184,066	22,962,052	27,177,126	14,222,014	(4,215,074)
Long-term unearned revenue	431,418,058	432,484,579	425,271,742	(1,066,521)	7,212,837
Other long-term liabilities	250,689,036	259,136,843	290,000,476	(8,447,807)	(30,863,633)
Total liabilities	$ 736,191,788	730,958,454	757,525,824	5,233,334	(26,567,370)
Deferred inflows of resources:					
Deferred inflows leases related	578,569,323	595,586,067	612,602,812	(17,016,744)	(17,016,745)
Total deferred inflows of resources	$ 578,569,323	595,586,067	612,602,812	(17,016,744)	(17,016,745)
Net position:					
Net investment in capital assets	$ 456,438,951	449,951,997	422,193,509	6,486,954	27,758,488
Restricted for:					
Debt service	12,298,802	20,844,381	21,453,314	(8,545,579)	(608,933)
Capital projects and other agreements	81,938,065	52,822,516	47,055,671	29,115,549	5,766,845
Unrestricted deficit	(421,021,112)	(405,356,958)	(402,750,579)	(15,664,154)	(2,606,379)
Total net position	$ 129,654,706	118,261,936	87,951,915	11,392,770	30,310,021

Fiscal Year 2023-24 Analysis

Capital assets decreased when compared to the prior year by $10,506,432 due to annual depreciation, partially offset by equipment and buildings additions. Other assets increased when compared to the prior year by $10,115,792. This was due to increases in cash deposits from excess revenue distributions at year-end and naming rights accounts receivable resulting from a naming rights agreement extension offset by a reduction in lease receivables. Liabilities increased by $5,233,334 compared to the prior year. This is primarily due to the recognition of public safety costs and performance-base rent (notes 7 and 8), partially offset by decreases in long-term debt and unearned Stadium Builder License (SBL) revenue. Total net position for the Stadium Authority, as a whole, increased between March 31, 2023 and March 31, 2024 to $129,654,706. This increase of $11,392,770 is primarily due to a decrease in long-term liabilities and deferred inflows of lease resources.

Fiscal Year 2022-23 Analysis

Capital assets decreased when compared to the prior year by $13,431,321 due to annual depreciation, partially offset by equipment and building additions. Other assets increased when compared to the prior year by $157,227. This was due mainly to the implementation of GASB 87 for leases, offset by increases in accounts receivables for Non-NFL event revenues and cash deposit from excess revenue distributions at year-end. Liabilities decreased by $26,567,370 compared to the prior year. The decrease was due to principal prepayment of long-term debt and implementation of GASB 87 for leases, partly offset by an increase in unearned SBL revenue due to collection of SBL principal that is amortized over the life of the SBL. Total net position for the Stadium Authority, as a whole, increased between March 31, 2022 and March 31, 2023 to $118,261,936. This increase of $30,310,021 is primarily due to the payoff of the StadCo Subordinated Loan that financed the construction of the Stadium as well as decreases in other long-term liabilities and deferred inflows of lease resources.

The Stadium Authority's revenues, expenses, and changes in net position for the fiscal years ended March 31, 2024, March 31, 2023, and March 31, 2022 are as follows:

	FY 2024	FY 2023	FY 2022	FY 2024 increase (decrease)	FY 2023 increase (decrease)
Operating revenues	$ 81,107,805	71,693,423	51,123,882	9,414,382	20,569,541
Operating expenses	(79,659,943)	(48,086,779)	(50,656,419)	(31,573,164)	2,569,640
Operating income	1,447,862	23,606,644	467,463	(22,158,782)	23,139,181
Nonoperating revenues	18,819,490	18,775,223	17,108,002	44,267	1,667,221
Nonoperating expenses	(12,342,207)	(14,198,663)	(14,949,670)	1,856,456	751,007
Income before contributions and other revenues	7,925,145	28,183,204	2,625,795	(20,258,059)	25,557,409
Contributions and other revenues	3,467,625	2,126,817	1,085,574	1,340,808	1,041,243
Increase in net position	11,392,770	30,310,021	3,711,369	(18,917,251)	26,598,652
Total net position – beginning of fiscal period	118,261,936	87,951,915	84,240,546	30,310,021	3,711,369
Total net position – end of fiscal period	$ 129,654,706	118,261,936	87,951,915	11,392,770	30,310,021

Fiscal Year 2023-24 Analysis

Stadium Authority operating revenues increased by $9,414,382 when compared with the prior year. This was mainly due to increases in revenue from ticketed Non-NFL events, rents and licenses and NFL ticket surcharge. The operating expenses increased by $31,573,164 compared to the prior year. This increase is primarily due to the 2024 Settlement Agreement (note 8), which resulted in an increase in buffet costs, performance-based rent and public safety costs. Non-NFL event expenses also increased due to larger ticketed Non-NFL events.

Nonoperating revenues increased by $44,267 mainly due to an increase in interest revenue offset by a decrease in miscellaneous other revenue. Nonoperating expenses decreased by $1,856,456 due to a decrease in interest expense resulting from lower debt balances.

Contributions and other revenues were $3,467,625, an increase of $1,340,808 over the prior fiscal year. These represent special hotel tax revenues collected to pay the CFD Advance Loan.

Fiscal Year 2022-23 Analysis

Stadium Authority operating revenues increased by $20,569,541 when compared with the prior year. This was mainly due to the implementation of GASB 87 and increases in rents and licenses, and charges for services from NFL Games, ticketed Non-NFL events and smaller special events being held. The operating expenses decreased by $2,569,640 compared to the prior year. This decrease is primarily due to higher Stadium Manager expenses and Non-NFL events expenses offsets by zero settlement expense true-up. The Stadium Authority recognized additional expenses for the unpaid shared stadium expenses and other expenses in fiscal year 2021-22 as part of a previous August 31, 2022 settlement agreement.

Nonoperating revenues increased by $1,667,221 mainly due to the implementation of GASB 87. Nonoperating expenses decreased by $751,007 mainly due to a decrease in interest expense.

Contributions and other revenues were $2,126,817, an increase of $1,041,243 over the prior fiscal year. These represent special hotel tax revenues collected to pay the CFD Advance Loan.

Capital Assets

The capital assets of the Stadium Authority are those which are used in the performance of the Stadium Authority's functions, including but not limited to infrastructure-related assets. These assets do not include StadCo's tenant improvements. At March 31, 2024, capital assets totaled $678,569,448.

Further detail may be found in note 4 to the financial statements.

Debt Administration

At March 31, 2024, the Stadium Authority had total debt outstanding of $228,667,826, as shown in detail in note 5 to the financial statements. Stadium Authority's debt comprised Stadium Funding Trust Term A loan of $199,956,240 and the CFD Advance Loan of $28,711,586.

Economic and Financial Overview

Over the last few years, the local economy continued to improve during the recovery from COVID-19. Unemployment rates are near prepandemic rates and there continues to be commercial and residential development, including several projects in the vicinity of Levi's Stadium. Large ticketed and small-scale Non-NFL events have recovered and are producing higher net revenues than prepandemic levels. The past few years have also seen increases in hotel nights resulting in increases to Community Facilities District (CFD) taxes that flow to the Stadium Authority to pay down debt. Major financial factors impacting the Stadium Authority are:

- In May 2013, a Naming Rights Agreement with Levi Strauss & Co. (Levi's) was approved naming the Stadium "Levi's Stadium" for a term of 20 years. In January 2024, the First Amendment to Naming Rights Agreement with Levi's was approved extending the initial term an additional 10 years. The naming rights agreement and its first amendment calls for Levi's to pay a total of $273.1 million to the Stadium Authority over the 30-year period. The agreement requires the Stadium Authority to hold at least 36 "Major Events" (with 25,000+ attendees) every three contract years. The Second Amendment to the Stadium Management Agreement states that Forty Niners Stadium Management Company, LLC (ManagementCo) would pay the Stadium Authority as liquidated damages the amount owed by the Stadium Authority to Levi's in the event the required number of events is not met. As of March 31, 2024, the Stadium Authority has received $69.7 million in naming rights revenue.
- Stadium Builders Licenses (SBLs) entitle the license holder to priority rights to buy tickets for events at Levi's Stadium. The total value of the currently active SBL holders' licenses is $555 million. Through March 31, 2024, $558.1 million in SBL principal payments have been collected since inception. This is due in part to a number of SBL holders paying off or prepaying a large portion of their SBL, and defaulted SBLs being resold at full price. In addition to SBL collections, the Stadium Authority has collected $70.8 million in interest from license holders who financed their SBLs since inception.
- The Stadium Authority collected $24.8 million in lease revenue during the NFL season and $8.3 million net revenue associated with hosting Non-NFL events for the fiscal year ended March 31, 2024.
- The Stadium Authority collects a 10% surcharge on the price of admission to all regular season NFL games and a $4 per ticket surcharge for all ticketed Non-NFL events. There were ten regular season NFL games held at Levi's Stadium and two play-off games during fiscal year March 31, 2024, which resulted in $12.7 million in NFL ticket surcharge revenues. The Stadium Authority also recognized $1.6 million in Non-NFL event ticket surcharge revenues from the eight ticketed events held at the Stadium.

Contacting the Stadium Authority's Financial Management

This financial report is designed to provide our residents, taxpayers, investors, and creditors with a general overview of the Stadium Authority's finances and to demonstrate the Stadium Authority's accountability for the money it receives. If you have any questions about this report or need additional financial information, contact the City of Santa Clara Finance Department at 1500 Warburton Avenue, Santa Clara, CA 95050-3796.

SANTA CLARA STADIUM AUTHORITY
(a Component Unit of the City of Santa Clara, California)

Statements of Net Position

March 31, 2024 and 2023

Assets	2024	2023
Current assets:		
Cash	$ 18,485,558	11,286,692
Restricted cash	78,573,023	54,725,592
Restricted cash with fiscal agent	15,909,843	24,265,375
Accounts receivable	19,453,027	20,094,954
Lease receivable	11,926,763	11,669,804
Total current assets	144,348,214	122,042,417
Capital assets:		
Buildings, net	670,543,336	683,106,548
Machinery and equipment, net	3,823,782	3,873,939
Construction in progress	4,202,330	2,095,393
Total capital assets	678,569,448	689,075,880
Right-to-use leased assets	27,136,529	27,934,663
Long-term restricted cash with fiscal agent	11,536,235	11,536,235
Long-term lease receivable	582,290,499	594,217,262
Long-term accounts receivable	534,892	—
Total noncurrent assets	1,300,067,603	1,322,764,040
Total assets	$ 1,444,415,817	1,444,806,457
Liabilities		
Current liabilities:		
Accounts payable and accrued liabilities	$ 23,637,965	1,357,581
Interest payable	5,773,075	6,002,575
Due to other City of Santa Clara funds	473,130	142,896
Term A loan payable, current portion	7,299,896	15,459,000
Unearned revenue, current portion	16,900,628	16,374,980
Total current liabilities	54,084,694	39,337,032
Lease liability	29,321,106	29,321,106
Term A loan payable	192,656,344	199,956,240
CFD advance loan payable	28,711,586	29,859,497
Unearned revenue	431,418,058	432,484,579
Total noncurrent liabilities	682,107,094	691,621,422
Total liabilities	$ 736,191,788	730,958,454
Deferred Inflows of Resources		
Deferred inflows leases related	$ 578,569,323	595,586,067
Total deferred inflows of resources	$ 578,569,323	595,586,067
Net Position		
Net investment in capital assets	$ 456,438,951	449,951,997
Restricted for:		
Debt service	12,298,802	20,844,381
Capital projects and other agreements	81,938,065	52,822,516
Unrestricted deficit	(421,021,112)	(405,356,958)
Total net position	$ 129,654,706	118,261,936

See accompanying notes to financial statements.

SANTA CLARA STADIUM AUTHORITY
(a Component Unit of the City of Santa Clara, California)

Statements of Revenues, Expenses, and Changes in Net Position

Years ended March 31, 2024 and 2023

	2024	2023
Operating revenues:		
Charges for services	$ 40,611,283	33,161,155
Rents and licensing	40,496,522	38,532,268
	81,107,805	71,693,423
Operating expenses:		
Leases	7,574,722	250,000
Materials, services, and supplies (note 3a and 8)	51,815,537	28,308,133
Selling, general, and administrative expenses	2,033,263	1,522,695
Depreciation	18,236,421	18,005,951
	79,659,943	48,086,779
Operating income	1,447,862	23,606,644
Nonoperating revenues (expenses):		
Interest revenue	18,819,490	18,157,312
Other revenue	—	617,911
Interest expense	(12,342,207)	(14,198,663)
Income before contributions and other revenues	7,925,145	28,183,204
Contributions and other revenues:		
Contribution from Community Facilities District	3,467,625	2,126,817
Change in net position	11,392,770	30,310,021
Net position – beginning of period	118,261,936	87,951,915
Net position – end of period	$ 129,654,706	118,261,936

See accompanying notes to financial statements.

SANTA CLARA STADIUM AUTHORITY
(a Component Unit of the City of Santa Clara, California)

Statements of Cash Flows

Years ended March 31, 2024 and 2023

	2024	2023
Cash flows from operating activities:		
Receipts from customers	$ 41,368,043	32,312,422
Payments to suppliers	(38,995,500)	(29,604,398)
Rents and licensing received	47,106,805	49,487,986
Net cash provided by operating activities	49,479,348	52,196,010
Cash flows from noncapital financing activities:		
Net borrowings from other City of Santa Clara funds	330,234	629,529
Net cash provided by noncapital financing	330,234	629,529
Cash flows from capital and related financing activities:		
Contribution from Community Facilities District	2,840,331	2,248,478
Acquisition and construction of capital assets	(7,079,493)	(3,108,564)
Principal payments on capital debt	(16,615,923)	(35,038,955)
Interest paid on capital debt	(12,067,695)	(13,918,397)
Net cash used in capital and related financing	(32,922,780)	(49,817,438)
Cash flows from investing activity:		
Interest and dividends	5,803,963	4,503,381
Net cash provided by investing activity	5,803,963	4,503,381
Net increase in cash and restricted cash	22,690,765	7,511,482
Cash and restricted cash, beginning of period	101,813,894	94,302,412
Cash and restricted cash, end of period	$ 124,504,659	101,813,894
Reconciliation of operating income to cash provided by operating activities:		
Operating income	$ 1,447,862	23,606,644
Depreciation	18,236,421	18,005,951
Lease revenues	7,250,256	7,285,255
Change in operating assets and liabilities:		
Accounts receivable	657,660	(5,689,607)
Accounts payable and accrued liabilities	22,428,022	(539,569)
Prepaid expenses	—	1,015,999
Unearned revenue	(540,873)	8,511,337
Net cash provided by operating activities	$ 49,479,348	52,196,010
Noncash operating and capital financing activities:		
Equipment purchases included in accounts payable and accrued expense	$ (147,638)	667,933

See accompanying notes to financial statements.

(1) Organization and Reporting Entity

(a) Organization

On June 8, 2010, residents of Santa Clara voted to adopt Measure J, the Santa Clara Stadium Taxpayer Protection and Economic Progress Act, resulting in the approval to construct a new 68,500-seat football stadium (the Stadium) to be leased to the San Francisco 49ers (49ers). In addition, Measure J called for the creation of the Santa Clara Stadium Authority to own, develop, construct, operate, and maintain the Stadium project. The City of Santa Clara, California (City) and the City of Santa Clara Redevelopment Agency (Agency) entered into a Joint Exercise of Powers Agreement (JPA Agreement) establishing the Santa Clara Stadium Authority (Stadium Authority). The JPA Agreement was later amended to add the Bayshore North Project Enhancement Authority as a member of the Stadium Authority. On June 28, 2011, the Governor signed into law Assembly Bill No. X1 26 (ABX1 26), which called for the dissolution of Redevelopment Agencies throughout the State. The California State Supreme Court upheld ABX1 26, and as a result, on February 1, 2012, all California Redevelopment Agencies were dissolved. The Successor Agency of the City of Santa Clara (Successor Agency) then assumed the obligations of the Agency under the JPA Agreement.

(b) Financial Reporting Entity

As defined by US generally accepted accounting principles (GAAP), the financial reporting entity consists of a primary government, as well as its component units, which are legally separate organizations for which the elected officials of the primary government are financially accountable. Financial accountability is defined as:

1) Appointment of a voting majority of the component unit's board and either (a) the ability to impose will by the primary government or (b) the possibility that the component unit will provide a financial benefit to or impose a financial burden on the primary government; or

2) Fiscal dependency on the primary government.

Based upon the application of these criteria, the Stadium Authority has no component units. However, the Stadium Authority is a component unit of the City due to the Mayor and City Council serving as the Board of the Stadium Authority and therefore meeting the financial accountability criteria. The City Manager serves as the Executive Director. The debt which was incurred for the construction of the Stadium is the responsibility of the Stadium Authority. The City is not a party to the debt nor has the City guaranteed such debt.

(2) Summary of Significant Accounting Policies

(a) Basis of Presentation

The financial statements of the Stadium Authority have been prepared in conformity with GAAP, as applied to governmental units. The Governmental Accounting Standards Board (GASB) is the accepted standard setting body for establishing government accounting and financial reporting principles. The Stadium Authority is included as an enterprise fund in the City's Annual Financial Report, and therefore, these financial statements do not purport to represent the financial position and changes in financial position of the City.

(b) Basis of Accounting and Measurement Focus

The Stadium Authority reports its activities as a business-type activity. The financial statements include statements of net position, statements of revenues, expenses, and changes in net position, and statements of cash flows, and are accounted for using the "economic resources" measurement focus and the accrual basis of accounting. Accordingly, all assets and liabilities (whether current or noncurrent) are included on the statements of net position. Reported net position is segregated into three categories – net investment in capital assets, restricted, and unrestricted. The statements of revenues, expenses, and changes in net position present increases (revenues) and decreases (expenses) in total net position. Under the accrual basis of accounting, revenues are recognized in the period in which they are earned while expenses are recognized in the period in which a liability is incurred.

Operating revenues are those revenues that are generated from the primary operations of the Stadium Authority. All other revenues are reported as nonoperating. Operating expenses are those expenses that are essential to the primary operations of the fund. All other expenses are reported as nonoperating expenses.

(c) Year-End

An amendment was made to the JPA Agreement on November 13, 2012 in part to change the fiscal year of the Stadium Authority from a July 1 through June 30 fiscal year to an April 1 through March 31 fiscal year to conform with the fiscal year of Stadium Funding Trust.

(d) Cash, Restricted Cash, and Restricted Cash with Fiscal Agent

The Stadium Authority's cash is not pooled with the City but is held in separate bank and trust accounts.

(i) Composition of Cash, Restricted Cash, and Restricted Cash with Fiscal Agent

Cash, restricted cash, and restricted cash with fiscal agent at March 31, 2024 and 2023 consist of cash deposits in banks.

Restricted cash includes revenue that has not yet been transferred to Stadium Funding Trust accounts. On the fifteenth of the following month, all revenue is swept into the Stadium Funding Trust accounts as required by the Deposit and Disbursement Agreement and becomes restricted cash with fiscal agent. It also includes cash dedicated to construction and the capital expenditure, operating, and renovation/demolition reserve accounts.

Restricted cash with fiscal agent consists of stadium deposits pledged to a syndicate of lenders and deposits for stadium construction. The application of these deposits is restricted to fund stadium construction and Stadium Authority operations and debt service.

(ii) Investments Authorized by Debt Agreements

Stadium Authority maintains required amount of cash and investments with trustees or fiscal agents under the terms of certain debt issues. These funds are unexpended bond proceeds or are pledged reserves to be used if Stadium Authority fails to meet its obligations under these debt

issues. The California Government Code 53601 (L) allows these funds to be invested in accordance with the statutory provisions governing the issuance of those bonds, indebtedness, other arrangements, or certificates of participation in accordance with the ordinance, resolution, indenture, or agreement of the local agency providing for the issuance.

(iii) Custodial Credit Risk

Custodial credit risk for deposits is the risk that, in the event of the failure of a depository financial institution, a government will not be able to recover its deposits or will not be able to recover collateral securities that are in the possession of an outside party. Under California Government Code Section 53651, depending on specific types of eligible securities, a bank must deposit eligible securities posted as collateral with its agent having a fair value of 105% to 150% of the Stadium Authority's cash on deposit. All of the deposits are either insured by the Federal Depository Insurance Corporation (FDIC) or collateralized with pledged securities held in the trust department of the financial institutions.

(e) Accounts Receivable

Accounts receivable are recorded in the Stadium Authority's accounts at the amounts that are contractually due. Accounts receivable include payments due from ManagementCo as a result of the operations of non-National Football League (NFL) events held at the Stadium and the overpayment of stadium manager expenses. Naming Rights revenue due from Levi's Strauss & Co., special tax proceeds collected by the Community Facilities District (CFD) and not yet paid to Stadium Authority pursuant to the CFD Reimbursement Agreement, and other miscellaneous receivables are also included as accounts receivable in the statements of net position.

(f) Capital Assets

Capital assets are valued at historical cost or estimated historical cost if actual historical cost is not available. Contributed capital assets are valued at their estimated fair value on the date contributed. Depreciation is recorded on a straight-line basis over the estimated useful lives of the assets with a value over $5,000 and is charged as an expense against operations.

	Useful lives (years)
Buildings	20–50
Machinery and equipment	2–25

The cost of maintenance, repairs, minor replacements, and renewals are charged to operations as incurred. Major replacements, renewals, and betterments are capitalized. Sales and retirements of depreciable property are recorded by removing the related cost and accumulated depreciation from the accounts. Gains or losses on sales and retirements of property are reflected in the statements of revenues, expenses, and changes in net position.

(g) Unearned Revenue and Revenue Recognition

Stadium Builder License (SBL) proceeds and payments received for other license agreements are initially recorded as unearned revenue and are recognized as revenue over the term of the contracts. Rental income is recognized as revenue based on GASB 87 over the term of the Stadium Lease (note 2(k)).

Non-NFL event revenue, NFL ticket surcharge, Non-NFL ticket surcharge, and other operating revenues are recognized as they are earned.

(h) Risk Management

Per the terms of the Stadium Lease, during operations, the Forty Niners SC Stadium Company LLC (StadCo) procures insurance and the Stadium Authority pays a proportionate share to StadCo.

(i) Income Taxes

The Stadium Authority falls under the purview of Internal Revenue Code, Section 115 and corresponding California Revenue and Taxation Code provisions. As such, the Stadium Authority is not subject to federal or state income taxes.

(j) Use of Estimates

The preparation of financial statements in conformity with US generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the reporting period. Actual results could differ from those estimates.

(k) Lease Agreements

The Stadium Authority implemented GASB 87, *Leases*, during the year ended March 31, 2023. The objective of this Statement is to better meet the information needs of financial statement users by improving accounting and financial reporting for leases by governments. This Statement requires recognition of certain lease assets and liabilities for leases that previously were classified as operating leases and recognized as inflows of resources or outflows of resources based on the payment provisions of the contract. It establishes a single model for lease accounting based on the foundational principle that leases are financings of the right to use an underlying asset. Under this Statement, a lessee is required to recognize a lease liability and an intangible right-to-use lease asset, and a lessor is required to recognize a lease receivable and a deferred inflow of resources, thereby enhancing the relevance and consistency of information about governments' leasing activities.

Lessee – The Stadium Authority is a lessee for a noncancelable ground lease. The Stadium Authority recognizes any lease liability with an initial and individual value of $100,000, and an intangible right-to-use lease asset (lease asset) in the statement of net position financial statements.

At the commencement of a lease, the Stadium Authority initially measures the lease liability at the present value of payments expected to be made during the lease term. Subsequently, the lease liability is reduced by the principal portion of lease payments made. The lease asset is initially measured as

the initial amount of the lease liability, adjusted for lease payments made at or before the lease commencement date, plus certain initial direct costs. Subsequently, the lease asset is amortized on a straight-line basis over its useful life.

Key estimates and judgments related to leases include how the Stadium Authority determines (1) the discount rate it uses to discount the expected lease payments to present value, (2) lease term, and (3) lease payments as follows:

- The Stadium Authority uses the interest rate charged by the lessor as the discount rate. When the interest rate charged by the lessor is not provided, the Stadium Authority generally uses its estimated incremental borrowing rate as the discount rate for leases. The Stadium Authority used a 2.18% discount rate for the expected lease payments to present value.
- The lease term includes the noncancelable period of the lease.
- Lease payments included in the measurement of the lease liability are composed of fixed payments and purchase option price that the Stadium Authority is reasonably certain to exercise.

The Stadium Authority monitors changes in circumstances that would require a remeasurement of its lease and will remeasure the lease asset and liability if certain changes occur that are expected to significantly affect the amount of the lease liability. The Stadium Authority has the Ground Lease with the City (note 6). As of March 31, 2024, the balances related to the lease liability and right-to-use were $29.3 million and $27.1 million respectively. The lease has remaining terms of 35 years as of April 1, 2023. As of March 31, 2023 and March 31, 2024, the Stadium Authority recognized $798 thousand in lease amortization expense and $652 thousand in interest expense related to this lease.

A summary of lease liability activity during the year ended March 31, 2024 is as follows:

		March 31, 2023	Additions	Reductions	March 31, 2024
Lease liability	$	29,321,106	—	—	29,321,106
Total lease liability	$	29,321,106	—	—	29,321,106

A summary of lease liability activity during the year ended March 31, 2023 is as follows:

		March 31, 2022	Additions	Reductions	March 31, 2023
Lease liability	$	29,321,106	—	—	29,321,106
Total lease liability	$	29,321,106	—	—	29,321,106

(Continued)

Right-to-use leased assets for the years ended March 31, 2024 is as follows:

	March 31, 2023	Additions	Reductions	March 31, 2024
Right-to-use leased assets being depreciated:				
Land	$ 29,530,929	—	—	29,530,929
Total right-to-use leased assets	29,530,929	—	—	29,530,929
Less accumulated depreciation for:				
Land	(1,596,266)	(798,134)	—	(2,394,400)
Total accumulated depreciation	(1,596,266)	(798,134)	—	(2,394,400)
Total right-to-use leased assets, net	$ 27,934,663	(798,134)	—	27,136,529

Right-to-use leased assets for the years ended March 31, 2023 is as follows:

	March 31, 2022	Additions	Reductions	March 31, 2023
Right-to-use leased assets being depreciated:				
Land	$ 29,530,929	—	—	29,530,929
Total right-to-use leased assets	29,530,929	—	—	29,530,929
Less accumulated depreciation for:				
Land	(798,133)	(798,133)	—	(1,596,266)
Total accumulated depreciation	(798,133)	(798,133)	—	(1,596,266)
Total right-to-use leased assets, net	$ 28,732,796	(798,133)	—	27,934,663

(Continued)

Future principal and interest payments on the lease liability are as follows as of March 31, 2024:

	Principal	Interest
Year ending March 31:		
2025	$ 6,542	993,458
2026	354,518	645,482
2027	362,325	637,675
2028	370,303	629,697
2029	378,456	621,544
2030–2034	2,543,522	2,956,478
2035–2039	3,358,669	2,641,331
2040–2044	4,267,600	2,232,400
2045–2049	5,281,106	1,718,894
2050–2054	6,411,217	1,088,783
2054–2058	5,986,848	333,152
Total	$ 29,321,106	14,498,894

Lessor – The Stadium Authority is a lessor for noncancelable leases of land and building. The Stadium Authority recognizes a lease receivable and a deferred inflow of resources in the financial statements.

At the commencement of a lease, the Stadium Authority initially measures the lease receivable at the present value of payments expected to be received during the lease term. Subsequently, the lease receivable is reduced by the principal portion of lease payments received. The deferred inflow of resources is initially measured as the initial amount of the lease receivable, adjusted for lease payments received at or before the lease commencement date. Subsequently, the deferred inflow of resources is recognized as revenue on a straight-line basis over the life of the lease term.

Key estimates and judgments include how the Stadium Authority determines (1) the discount rate it uses to discount the expected lease receipts to present value, (2) lease term, and (3) lease receipts as follows:

- The Stadium Authority uses its estimated incremental borrowing rate as the discount rate for leases. The Stadium Authority used a 2.18% discount rate for the expected lease payments to present value.
- The lease term includes the noncancelable period of the lease.
- Lease receipts included in the measurement of the lease receivable comprises fixed payments from the lessee.

The Stadium Authority monitors changes in circumstances that would require a remeasurement of its lease and will remeasure the lease receivable and deferred inflows of resources if certain changes occur that are expected to significantly affect the amount of the lease receivable. The Stadium Authority has the Stadium Lease with StadCo (note 6). As of March 31, 2024, the balances related to

the lease receivable and deferred inflow of resources were $594.2 million and $578.6 million, respectively. As of March 31, 2023, the lease receivable and deferred inflow of resources were $605.9 million and $595.6 million, respectively. The lease has remaining terms of 35 years as of April 1, 2023. As of March 31, 2024, the Stadium Authority recognized $17.0 million in lease revenue under rents and licensing revenue category and $13.1 million in interest revenue. Similarly, as of March 31, 2023, the Stadium Authority also recognized $17.0 million in lease revenue under rents and licensing revenue category and $13.3 million in interest revenue.

A summary of lease receivable activity during the year ended March 31, 2024 is as follows:

	March 31, 2023	Additions	Reductions	March 31, 2024
Lease receivable	$ 605,887,066	—	(11,669,804)	594,217,262
Total lease receivable	$ 605,887,066	—	(11,669,804)	594,217,262

A summary of lease receivable activity during the year ended March 31, 2023 is as follows:

	March 31, 2022	Additions	Reductions	March 31, 2023
Lease receivable	$ 617,305,447	—	(11,418,381)	605,887,066
Total lease receivable	$ 617,305,447	—	(11,418,381)	605,887,066

A summary of deferred inflows of resources activity during the year ended March 31, 2024 is as follows:

	March 31, 2023	Additions	Reductions	March 31, 2024
Deferred inflows leases related	$ 595,586,067	—	(17,016,744)	578,569,323
Total deferred inflows leases related	$ 595,586,067	—	(17,016,744)	578,569,323

A summary of deferred inflows of resources activity during the year ended March 31, 2023 is as follows:

	March 31, 2022	Additions	Reductions	March 31, 2023
Deferred inflows leases related	$ 612,602,812	—	(17,016,745)	595,586,067
Total deferred inflows leases related	$ 612,602,812	—	(17,016,745)	595,586,067

Future principal and interest receipts from the lease receivable are as follows as of March 31, 2024:

	Principal	Interest
Year ending March 31:		
2025	$ 11,926,763	12,835,237
2026	12,189,380	12,572,620
2027	12,457,780	12,304,220
2028	12,732,090	12,029,910
2029	13,012,439	11,749,561
2030–2034	69,488,321	54,321,679
2035–2039	77,483,097	46,326,903
2040–2044	86,397,688	37,412,312
2045–2049	96,337,921	27,472,079
2050–2054	107,421,800	16,388,200
2054–2058	94,769,983	4,278,017
Total	$ 594,217,262	247,690,738

(l) Prior Period Correction of an Error

During the financial reporting process for March 31, 2024, the Stadium Authority reviewed the accounting and reporting for the GASB 87, *Leases*, implementation for the ground lease and the stadium lease as of April 1, 2022 and identified errors related to the accumulated deferred rent liability and interest expense and interest revenue calculations as of March 31, 2023. The Stadium Authority determine these to be immaterial corrections of prior year errors and has revised the March 31, 2023 applicable accounts. The beginning net position for fiscal year 2022-23 was increased by $8.2 million from $79.8 million to $88.0 million.

The statements of net position for fiscal year 2022-23 was adjusted as follows:

		FY 2023 previously reported	GASB 87 correction	FY 2023 as corrected
Current assets:				
Accounts receivable	$	18,994,260	1,100,694	20,094,954
Total change in assets	$		1,100,694	
Current liabilities:				
Interest payable	$	5,948,285	54,290	6,002,575
Deferred rent, current portion		495,000	(495,000)	—
Noncurrent liabilities:				
Deferred rent		7,149,723	(7,149,723)	—
Total change in liabilities			(7,590,433)	
Net position:				
Unrestricted deficit		(414,048,085)	8,691,127	(405,356,958)
Total changes in liabilities and net position	$		1,100,694	

The statements of revenues, expenses and changes in net position for fiscal year 2022-23 was adjusted as follows:

		FY 2023 previously reported	GASB 87 correction	FY 2023 as corrected
Operating revenues:				
Rents and licensing	$	38,992,268	(460,000)	38,532,268
Operating expenses:				
Leases		1,229,044	(979,044)	250,000
Total change in operating income			519,044	
Nonoperating revenues (expenses):				
Interest revenue		17,530,057	627,255	18,157,312
Interest expense		(13,550,322)	(648,341)	(14,198,663)
Total change in net position			497,958	
Net position – beginning of period		79,758,746	8,193,169	87,951,915
Net position – end of period	$	109,570,809	8,691,127	130,192,832

(Continued)

(3) Stadium Development

(a) Transaction Overview

During fiscal year 2011-12, the Stadium Authority and StadCo entered into a series of agreements in connection with the construction of the Stadium. The Stadium was constructed and is owned by the Stadium Authority; certain tenant improvement components are owned by StadCo. Construction on the Stadium began in April 2012 and it was substantially completed in July 2014, in time for the 2014 NFL season.

The City owns the land on which the Stadium was constructed. The City has leased the land to the Stadium Authority under a ground lease, and the Stadium Authority has leased the Stadium to StadCo for the six-month period from August through January (the NFL season) of each year, for an initial lease term of 40 years. The Stadium Lease commenced in August 2014 upon substantial completion of construction.

The Stadium Authority retained a design-build firm to complete the design and construction of the Stadium pursuant to a guaranteed maximum price contract. The Stadium Authority was generally responsible for amounts due to the design-builder, except that StadCo was responsible for payment of costs of tenant improvements. StadCo acted as construction agent for the Stadium Authority, with primary responsibility for administering the design-build contract.

The Stadium Authority and StadCo have engaged ManagementCo, an affiliate of StadCo, to manage the Stadium on a year-round basis. The Stadium Management Agreement has an initial term of 25 years, plus a 15-year renewal option. The Stadium Authority pays ManagementCo for services related to its operations on behalf of the Stadium Authority. For the years ended March 31, 2024 and 2023, ManagementCo charged the Stadium Authority $8.6 million and $8.1 million in shared expenses, and $8.5 million and $7.4 million in other operating and management expenses, respectively.

(b) Construction Funding

Funding for construction of the Stadium, excluding tenant improvements funded by StadCo, falls into three major categories: an initial construction loan from a bank syndicate, which was refinanced during 2013 as described below; funding from the StadCo Subordinated Loan; and construction period and other revenues.

(i) Stadium Construction Loan Facility

The initial financing included a delayed draw term loan facility (the Construction Facility) provided by a syndicate of banks (the Lenders) to Stadium Funding Trust (FinanceCo). FinanceCo, a Delaware statutory trust, entered into the Construction Facility with the Lenders and then issued a loan facility to the Stadium Authority in the amount of $450 million (the Authority Loan). The Construction Facility had a maturity date of September 1, 2015. In June 2013, FinanceCo and the Stadium Authority refinanced the Construction Facility, resulting in FinanceCo paying off the Construction Facility and entering into a new debt structure that includes 26-year fixed rate notes and a delayed draw 5-year loan facility. FinanceCo then issued a new loan facility to the Stadium Authority in the amount of $450 million. The Stadium Authority's loan facilities are discussed in note 5.

(ii) StadCo Subordinated Loan

In March 2012, StadCo agreed to loan the Stadium Authority up to $500 million (the Subloan) to be used for the construction of Levi's Stadium. During the refinance process in June 2013, the interest rate on the Subloan was fixed and part of the then outstanding Subloan was paid down. The Subloan is discussed in note 5.

(iii) Construction Period and Other Revenues

Certain revenues were collected by the Stadium Authority while the Stadium was under construction. These construction period and other revenues primarily consist of SBL and naming rights revenues collected by the Stadium Authority.

(4) Capital Assets

Capital asset activity for the year ended March 31, 2024 is as follows:

	Balance March 31, 2023	Additions	Reductions	Balance March 31, 2024
Nondepreciable assets:				
Construction in progress	$ 2,095,393	7,029,295	(4,922,358)	4,202,330
Total nondepreciable assets	2,095,393	7,029,295	(4,922,358)	4,202,330
Capital assets being depreciated:				
Buildings	826,227,884	3,963,548	—	830,191,432
Machinery and equipment	6,141,531	861,370	—	7,002,901
Less accumulated depreciation for:				
Buildings	(143,121,336)	(16,526,760)	—	(159,648,096)
Machinery and equipment	(2,267,592)	(911,527)	—	(3,179,119)
Net depreciable assets	686,980,487	(12,613,369)	—	674,367,118
Net capital assets	$ 689,075,880	(5,584,074)	(4,922,358)	678,569,448

(Continued)

Capital asset activity for the year ended March 31, 2023 is as follows:

	Balance March 31, 2022	Additions	Reductions	Balance March 31, 2023
Nondepreciable assets:				
Construction in progress	$ 468,766	1,754,706	(128,079)	2,095,393
Total nondepreciable assets	468,766	1,754,706	(128,079)	2,095,393
Capital assets being depreciated:				
Buildings	826,227,884	—	—	826,227,884
Machinery and equipment	3,991,661	2,149,870	—	6,141,531
Less accumulated depreciation for:				
Buildings	(126,594,576)	(16,526,760)	—	(143,121,336)
Machinery and equipment	(1,586,534)	(681,058)	—	(2,267,592)
Net depreciable assets	702,038,435	(15,057,948)	—	686,980,487
Net capital assets	$ 702,507,201	(13,303,242)	(128,079)	689,075,880

(5) Long-Term Debt

(a) Long-Term Debt Summary

Changes in long-term debt for the year ended March 31, 2024 consisted of the following:

Type of indebtedness	Issue date	Due date	Interest rates	Outstanding as of March 31, 2023	Additions	Reductions	Outstanding as of March 31, 2024	Amounts due within one year
Business type activity debt:								
Stadium Funding Trust loan								
Term A loan	06/19/13	04/01/39	5.00 %	$ 215,415,240	—	(15,459,000)	199,956,240	7,299,896
StadCo CFD Advance	04/01/13	12/31/54	5.73	29,859,497	—	(1,147,911)	28,711,586	—
StadCo Subordinated Loan	03/28/12	03/31/43	5.50	—	—	—	—	—
Total				$ 245,274,737	—	(16,606,911)	228,667,826	7,299,896

(Continued)

Changes in long-term debt for the year ended March 31, 2023 consisted of the following:

Type of indebtedness	Issue date	Due date	Interest rates	Outstanding as of March 31, 2022	Additions	Reductions	Outstanding as of March 31, 2023	Amounts due within one year
Business type activity debt:								
Stadium Funding Trust loan								
Term A loan	06/19/13	04/01/39	5.00 %	$ 230,138,239	—	(14,722,999)	215,415,240	15,459,000
StadCo CFD Advance	04/01/13	12/31/54	5.73	30,374,503	—	(515,006)	29,859,497	—
StadCo Subordinated Loan	03/28/12	03/31/43	5.50	19,800,950	—	(19,800,950)	—	—
Total				$ 280,313,692	—	(35,038,955)	245,274,737	15,459,000

(b) Stadium Funding Trust Loan

The Restated Credit Agreement by and among FinanceCo, the Stadium Authority and Goldman Sachs Bank was entered into on June 19, 2013. FinanceCo agreed to loan the Stadium Authority up to $450 million. Under the Restated Credit Agreement, the loan from FinanceCo consists of the Term A Loan and the Term B Loan. On March 31, 2016, the Stadium Authority paid the remaining amount due on the Term B Loan.

(i) Term A Loan

The Term A Loan was made in the amount of $282.8 million. This loan bears interest at a fixed rate of 5%, payable semiannually, with annual principal payments due beginning in April 2018. It has a maturity date in 2039 and is subject to certain prepayment premiums. The loan was fully drawn at closing. As of March 31, 2024 and 2023, $200.0 million and $215.4 million was outstanding, respectively. Debt service on this loan is secured by a pledge of available SBL revenues of Stadium Authority.

In the event of default under the loan agreement, FinanceCo has the right, upon written notice to the Stadium Authority, to accelerate and declare the Stadium Authority's obligation to repay the related loan to FinanceCo to be immediately due and payable.

(c) StadCo CFD Advance

In May 2010, the City completed the proceedings to establish CFD for the purpose of financing certain publicly owned facilities and public services associated with the Stadium.

On June 11, 2013, the CFD, the Stadium Authority, and StadCo entered into a Reimbursement Agreement under which the CFD would agree to reimburse the Stadium Authority for costs of the publicly owned facilities and public services constructed for the Stadium. The reimbursement can only be made from the special tax generated by the CFD, as and when received by the CFD.

StadCo has agreed to advance to the Stadium Authority funds to pay for the CFD Infrastructure (StadCo CFD Advance). To evidence the Stadium Authority's obligation to repay the StadCo CFD Advance, the Stadium Authority and StadCo also executed a note on June 11, 2013. The StadCo CFD Advance has a maximum principal of $38 million and an interest rate of 5.73%.

During the year ended March 31, 2024, as the special CFD tax was submitted to the Stadium Authority, a number of payments were made on the StadCo CFD Advance. StadCo CFD Advance payments were made midway through each quarter. The interest that accrued between the last StadCo CFD Advance payment and the end of the year is added to principal. The Stadium Authority made $1.7 million in interest and $1.2 million in principal payments. As of March 31, 2024 and 2023, $28.7 million and $29.9 million was outstanding, respectively.

(d) StadCo Subordinated Loan

The Restated StadCo Obligations Agreement dated as of June 19, 2013 was entered into by and between StadCo and the Stadium Authority as part of the take-out financing process. Under the Restated StadCo Obligations Agreement, StadCo will loan the Stadium Authority an amount not to exceed $500 million with a fixed 5.50% interest rate. Required principal repayments started in March 2016 and the Stadium Authority may prepay the loan at any time. Debt service on this loan is secured by a pledge of available Stadium Authority revenues on a basis subordinate to outstanding senior loans, if any.

As of March 31, 2024 and 2023, there was no balance outstanding.

In the event of default under the loan agreement, StadCo has the right, upon written notice to the Stadium Authority, to accelerate and declare the Stadium Authority's obligation to repay the related loan to StadCo to be immediately due and payable.

(e) Management Company Revolving Loan

The Management Company Revolving Loan dated as of March 28, 2012 was entered into by and between the Stadium Authority and ManagementCo. The Management Company Revolving Loan provides borrowing to the Stadium Authority in an amount not to exceed $25 million through the earlier of the end of the term of the Stadium Lease or the expiration of the Stadium Management Agreement, with interest at the prime rate payable quarterly. The Management Company Revolving Loan may be used solely for the purpose of enabling the Stadium Authority to pay Covered Stadium Authority Operating Expenses (as defined in the agreement) to the extent, and only to the extent, that funds are not otherwise available.

As of March 31, 2024 and 2023, there was no balance outstanding.

(f) Pledge of Future Revenues

The pledge of future revenues ends upon repayment of the $200.0 million in outstanding principal on the Term A which is scheduled to occur in fiscal year 2039-40. For fiscal year 2023-24, revenues including operating revenues and nonoperating interest earnings amounted to $99.9 million and operating costs including operating expenses, but not interest, depreciation, or amortization amounted to $61.4 million. Net revenues available for debt service amounted to $38.5 million, which represented a coverage ratio of 5.27 on the $7.3 million of debt service to be paid in the coming year.

(g) Long-Term Debt Maturities

Future principal and interest amounts due on long-term debt are as follows as of March 31, 2024:

	Principal	Interest
Year ending March 31:		
2025	$ 7,299,896	11,277,991
2026	7,838,094	10,886,086
2027	8,404,934	10,465,840
2028	9,001,865	10,015,747
2029	9,630,410	9,534,226
Thereafter	186,492,627	86,553,218
Total	$ 228,667,826	138,733,108

(6) Leases

(a) Ground Lease

On February 28, 2012, the Stadium Authority entered into a lease (the Ground Lease) with the City whereby the City leases the Stadium site to the Stadium Authority. The Ground Lease was amended on June 19, 2013.

The Ground Lease has an initial term of 40 years. The first lease year commenced on the first day following the substantial completion of construction (August 1, 2014) and ended on the next following March 31. The subsequent lease years will start on April 1 and end on the following March 31. The Stadium Authority will have five successive extension options, each four years in duration, which would commence following the initial term expiration date.

The Ground Lease provides that the City will receive a fixed ground rent (Fixed Ground Rent) of $180 thousand for the first year of Stadium operations payable by the Stadium Authority. Beginning in the second year of Stadium operations and annually thereafter through the tenth year of Stadium operations, the Fixed Ground Rent will increase annually by $35 thousand. Beginning in the 11th year of Stadium operations, Fixed Ground Rent will be increased to equal $1 million, and thereafter will be increased by $100 thousand every five years through the end of the initial term of the Ground Lease. If the term of the Ground Lease is extended, then, during the first extension term, the Fixed Ground Rent will equal $1.58 million; and if and to the extent the Ground Lease is further extended, the Fixed Ground Rent will be increased by $80 thousand every four years thereafter through the expiration of the term of the Ground Lease. Stadium Authority paid the City $495 thousand and $460 thousand in ground rent in each of the fiscal years ended March 31, 2024 and 2023.

Future minimum payments due under the lease are as follows:

	Lease payments
Year ending March 31:	
2025	$ 1,000,000
2026	1,000,000
2027	1,000,000
2028	1,000,000
2029	1,000,000
Thereafter	32,500,000
Total	$ 37,500,000

The Ground Lease also provides that the City will receive a performance-based rent equal to 50% of the net income from Non-NFL events, less certain credits including 50% of the Fixed Ground Rent, payable by the Stadium Authority. If certain of the credits are not used within the year incurred or the next five succeeding years, the credits will expire. The Stadium Authority reported a net Non-NFL event profit of $8.3 million and $8.8 million in each of the fiscal years ended March 31, 2024 and 2023, which triggers a performance-based rent payment to the City. However, in the prior fiscal year the Stadium Authority did not pay the City any performance-based rent because there remained disputes and pending arbitration with StadCo as to potential credits that needed to be deducted from a performance-based rent amount due public safety costs in excess of a disputed threshold (note 7). The 2024 Settlement Agreement will resolve those disputes (note 8). The $7.3 million in performance-based rent due to the City for both fiscal years were accrued in fiscal year ended March 31, 2024. However, the payment to the City will not occur until the Final Effective Date of the 2024 Settlement Agreement.

(b) Stadium Lease

On March 28, 2012, the Stadium Authority entered into a lease with StadCo whereby the Stadium Authority leases the Stadium to StadCo. On June 19, 2013, the same parties entered into an Amended and Restated Stadium Lease Agreement (the Stadium Lease).

The Stadium Lease has an initial term of 40 years commencing on the first day following the substantial completion of construction (August 1, 2014) and includes five successive options to extend the term by four years each. The Stadium Lease is divided into two seasons:

- The Tenant Season, which includes the NFL season (including preseason, regular season, and postseason NFL games) and runs from August 1 through January 31; and
- The Stadium Authority Season, which runs from February 1 through July 31.

Pursuant to the Stadium Lease, the Stadium Authority and StadCo will be entitled to receive and collect separate revenues. Initially, rent payable by StadCo to the Stadium Authority was $24.5 million per year. This amount was established pursuant to the Stadium Lease in connection with the take-out

financing, which occurred on June 19, 2013. The Stadium Lease allowed for one opportunity to adjust the rent if operating or debt service expenses are either more or less than projected in determining the initial rent. Based on the changes to the projected operating and debt service expenses, the provisions for a one-time rent adjustment were triggered. At the Stadium Authority Board (Board) meeting held on March 22, 2016, the Board disagreed with StadCo's position to reduce the rent amount, and instead passed a motion to pursue the informal dispute resolution procedures and to proceed to the arbitration process if necessary. Thereafter, on May 3, 2016, StadCo filed for arbitration with the Stadium Authority.

On June 18, 2018, the arbitrator entered an Arbitration Award in favor of the Stadium Authority and against StadCo. This award adjusted the facility rent from $24.5 million to $24.8 million, an increase of $262 thousand. This increase is retroactive to the first lease year resulting in a total amount owed to the Stadium Authority of $1.3 million for the first five lease years, through March 31, 2020. In addition to the adjustment to the facility rent, the Stadium Authority was entitled to reimbursement of its legal fees, determined by the arbitrator to be $2.3 million. The lease also provides for a fair market rent adjustment in year 33.

The Stadium Authority received $24.8 million in stadium rent from StadCo in each of the fiscal years ended March 31, 2024 and 2023.

The Stadium Authority may elect to expand the Tenant Season to consist of the entire lease year, from April 1 through the next succeeding March 31 (Stadium Authority Put Right), by delivering written notice to StadCo. The Stadium Authority Put Right may be exercised at any time during lease year 13, or at any time that the Management Company Revolving Loan balance exceeds $20 million. The expansion of the Tenant Season will be effective as of the applicable Tenant Season Expansion Date as set forth in the Stadium Lease. Effective from and after the Tenant Season Expansion Date, and continuing through the remainder of the Stadium Lease term, the Tenant Season will consist of the entire lease year.

(7) Contingencies

(a) Asset Retirement Obligation

Pursuant to the Ground Lease, the Stadium Authority may be required to demolish the Stadium and other improvements at the end of the lease term, upon written notice from the City. Pursuant to the Stadium Lease, the Stadium Authority will establish reserves to fund the cost of demolishing the stadium at the end of the lease term. While such reserves are projected to cover the entire demolition cost, StadCo will be responsible for funding any shortfall.

(b) Historical Complementary SBL Buffet Costs

On April 30, 2020, the Stadium Authority received an invoice in the amount of $4.4 million for previously unbilled "complimentary" buffet costs associated with certain SBL holders for the NFL seasons from 2014 thru 2018. On May 13, 2020, the Stadium Authority issued a response letter disputing the newly billed costs citing that the costs were not presented in a reasonable manner relative to the financial planning and reporting requirements of the Lease Agreement and Stadium Management Agreement, and there was no justification for delaying presentment and demand for payment. The invoices presented also lacked sufficient supporting documentations in order to confirm

the validity of the costs and charges under the Lease Agreement terms. StadCo and ManagementCo initiated arbitration proceedings to collect the buffet costs and dispute the Stadium Authority's position, and Stadium Authority filed cross-claims.

In fiscal year 2021-22, ManagementCo invoiced an additional $902 thousand in new buffet costs to the Stadium Authority through the fiscal year 2021-22 Non-NFL events' net loss. ManagementCo also issued a certificate of loan to the Stadium Authority under the Management Company Revolving Loan for the buffet amount and subsequently paid off the loan through the year-end excess cash distribution. Stadium Authority objected to and disputed ManagementCo's unauthorized payment of these buffet costs through the Revolving Loan, and also the payment of that loan through year-end excess cash. Pursuant to the parties' August 31, 2022 Settlement Agreement, ManagementCo's prior draw under the Revolving Loan would be treated as a timely Stadium Authority payment, under protest, and with a full reservation of Stadium Authority's rights and claims. The Stadium Authority had recorded a receivable from ManagementCo for the loan draw on the buffet costs as of March 31, 2023.

ManagementCo also reported $1.2 million and $1.3 million in buffet costs to be charged to the Stadium Authority for the fiscal years 2022-23 and 2023-24, respectively. The Stadium Authority had not recorded a liability for this cost because the dispute was outstanding and in pending arbitration.

The parties' 2024 Settlement Agreement resolved the buffet arbitration (note 8). Upon the Final Effective Date of the May 2024 Settlement Agreement, first, the parties agreed that the $902 thousand that was drawn from the Management Company Revolving Loan for fiscal year 2021-22 buffet costs would be treated as Stadium Authority's reimbursement of those costs. Therefore, the Stadium Authority reversed the corresponding receivable from Management Co and recorded a $902 thousand complementary buffet operating expense in fiscal year ended March 31, 2024. Second, StadCo waived all other buffet expenses from fiscal year 2014-15 through 2023-24, and the parties confirmed that those were no longer an obligation of the Stadium Authority and that the reimbursement of those expenses was deemed fully satisfied for said lease years.

(c) Historical NFL Public Safety Costs

In June 2019, StadCo filed an Arbitration Demand regarding alleged amounts due from the Stadium Authority under the public safety costs terms of the Stadium Lease, for fiscal year 2017-18. According to the Stadium Lease, StadCo is required to reimburse the City for the costs incurred for providing public safety services for NFL events that exceed the revenue from off-site parking permit fees. The Stadium Lease contains a provision that creates a "threshold" on the amount of public safety costs that StadCo must pay for each of the NFL seasons. If the total public safety costs exceed the threshold, then the Stadium Lease requires the Stadium Authority to reimburse StadCo the costs above the threshold or provide to StadCo a credit for those amounts in the form of rent credits. The Stadium Lease includes an obligation for StadCo to negotiate a threshold increase in good faith if the total costs amounts are over the threshold for three consecutive years. The Stadium Authority invoked the good faith negotiation process after costs exceeded the threshold for three seasons, which was in advance of the incurred public safety costs for fiscal year 2017-18. StadCo filed several amended Arbitration Demands and formal demand letters for public safety costs damages for the subsequent NFL seasons and fiscal years 2019-20, 2021-22, 2022-23, and 2023-24, and Stadium Authority filed related responses cross-claims in that arbitration.

The Ground Lease contains provisions that provide, in the event that public safety costs exceed the threshold and those amounts are not paid by Stadium Authority's Discretionary Fund, Stadium Authority is entitled to deduct credits from Stadium Authority's performance-based rent payments to the City. Both the performance-based rent credit from the City and rent credit from the Stadium Authority expire in the next five succeeding years if not used within the year incurred. The public safety costs, threshold amount and calculations, and credits were part of the PSC arbitration with StadCo.

The 2024 Settlement Agreement will resolve the public safety cost arbitration (note 8). Upon the Final Effective Date, the parties agreed that approximately $14.8 million of NFL public safety costs over the threshold are owed to StadCo by the Stadium Authority related to fiscal years 2017-18 through 2023-24. This number was approximate in the 2024 Settlement Agreement because, at the time that settlement was signed, the final FY 2023-24 actual NFL public safety costs had not been finalized. Per the 2024 Settlement Agreement, this specific past-due amount of public safety costs will be paid over time and it will not be considered or treated as "Credited Public Safety Costs" that affect performance-based rent and rent calculations going forward. This allows the Stadium Authority to pay the City the full performance-based rent owed for fiscal years 2022-23 and 2023-24 (note 6). Now that the FY 2023-24 NFL public safety costs have been finalized, the Stadium Authority has recorded a $14.7 million "Public Safety Cost 2024 Outstanding Balance" payable and operating expense as of March 31, 2024.

(8) Subsequent Events

On May 23, 2024, the Stadium Authority, the City, StadCo, and ManagementCo entered into the 2024 Settlement Agreement that resolved pending arbitration and disputes regarding the complementary SBL buffet costs and NFL public safety cost arbitration, as well as other miscellaneous terms and matters. The 2024 Settlement Agreement includes amendments to the Ground Lease and Stadium Lease. Those lease amendments, which have already been signed and approved by Stadium Authority Board, City Council, StadCo, and ManagementCo, need to be approved by the NFL and the Lenders. Once the NFL and Lenders approve the lease amendments, the 2024 Settlement Agreement will have a Final Effective Date, and the settlement terms can be implemented. To date, the NFL has approved the lease amendments. As part of the settlement, the Stadium Authority agreed to recognize the $902 thousand complementary SBL buffet expense for fiscal year 2021-22 and $14.7 million of NFL public safety costs over the threshold for fiscal years 2017-18 through 2023-24. The settlement of the NFL public safety cost disputes will also allow for the payment of the performance-based rent from the Stadium Authority to the City in the amount of $7.3 million for fiscal years 2022-23 and 2023-24 after the Final Effective Date of the 2024 Settlement Agreements.

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Independent Auditors' Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance With *Government Auditing Standards*

The Board of Directors
Santa Clara Stadium Authority:

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the Santa Clara Stadium Authority (the Stadium Authority), a component of the City of Santa Clara, California, which comprise the Stadium Authority's statement of financial position as of March 31, 2024, and the related statements of revenues, expenses and changes in net position, and cash flows for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated September 19, 2024.

Report on Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Stadium Authority's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Stadium Authority's internal control. Accordingly, we do not express an opinion on the effectiveness of the Stadium Authority's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A material weakness is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that were not identified. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. We identified a deficiency in internal control, described in the accompanying schedule of findings and questioned costs as item 2024-01 that we consider to be a significant deficiency.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Stadium Authority's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

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The Stadium Authority's Response to Findings

Government Auditing Standards requires the auditor to perform limited procedures on the Stadium Authority's response to the findings identified in our audit and described in the accompanying schedule of findings and questioned costs. The Stadium Authority's response was not subjected to the other auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on the response.

Purpose of This Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

KPMG LLP

San Francisco, California
September 19, 2024

Finding 2024-001 - Adoption of new accounting pronouncements

Criteria

Management is responsible for the preparation and fair presentation of the financial statements in accordance with U.S. generally accepted accounting principles, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Management is required to determine whether the entity maintained, in all material respects, effective internal controls over financial reporting based on the criteria established by a suitable framework, which is typically the Internal Control – Integrated Framework published by the Committee of Sponsoring Organizations (COSO) of the Treadway Commission.

The COSO Framework views all five components and all 17 principles as relevant to an integrated system of internal controls, irrespective of the entity or its objectives. Controls must be designed and operating under each of the 17 principles to demonstrate that the principle has been achieved.

The component of internal control relevant to this finding is the Control Activities, specifically Principles 9 and 10 of the COSO Framework, which state that the organization identifies and assesses changes that could significantly affect the system of internal control, and that the organization selects and develops control activities that contribute to the mitigation of risks to the achievement of objectives to acceptable levels, respectively.

Conditions Found

Governmental Accounting Standards Board Statement No. 87, *Leases* (GASB 87) established a new accounting framework for all lease transactions. The Stadium Authority adopted GASB 87 in the prior year, which ended March 31, 2023. While preparing the March 31, 2024 financial statements, Management identified an error related to that adoption. Specifically, Management identified GASB 87 was not properly implemented because an existing deferred rent liability had not been evaluated and adjusted to beginning Net Position upon adoption of the new standard.

Cause

The deficiency was caused by the lack of an effective review process over the adoption of GASB 87 as the new accounting standard for leases. The review of the GASB 87 implementation for the company's ground lease, the review of the journal entries to eliminate certain aspects of the lease on the balance sheet, and the review of interest income and expense for the ground and stadium leases as part of the adoption of the new standard did not appropriately detect and prevent the error from occurring or being reported on the financial statements for the period.

Per our inquiries with Management, we understand that these errors were also precipitated by the late determination of the applicability of GASB 87 to the Stadium Authority on a stand-alone basis.

The review process for adopting new accounting standards was not designed with sufficient precision or effectiveness to ensure accurate financial reporting which subsequently caused the revision of prior year financial statements amounts in the 2024 report.

Effect

The misstatement resulted in an overstatement of total liabilities and understatement of total assets and net position. The correction of overstated expenses and understated revenues from previous periods, along with the adjustment to the deferred rent liability, resulted in a cumulative impact on net position of $8.7M at March 31, 2023.

Management determined the error was not material to the March 31, 2023 financial statements. To correct the prior year error, Management adjusted the 2023 amounts reported in the March 31, 2024 financial statements, and included note disclosure 2(l) in the March 31, 2024 financial statements to summarize the adjustments and effects of the correction.

The error in the adoption of GASB 87 indicates an increased risk of misstatement associated with the adoption of other new accounting standards.

Recommendation

We recommend that Management develop a process to ensure all new accounting pronouncements are properly assessed, accurately applied, and appropriately presented in the year of implementation.

Management Response

Management agree with the recommendation and has developed additional processes to improve the implementation checklist for new accounting pronouncements. The misstatement was identified by Management through the current year's review process and we promptly took action to correct the misstatement and disclose the adjustment in the financial statements.

KPMG LLP
Suite 1400
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San Francisco, CA 94105

Independent Auditors' Report

The Board of Directors
Santa Clara Stadium Authority

We have audited, in accordance with auditing standards generally accepted in the United States of America, and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States, the financial statements of Santa Clara Stadium Authority, a component of the City of Santa Clara, California, which comprise the statements of net position as of March 31, 2024 and 2023, and the related statements of revenues, expenses, and changes in net position, and cash flows for the years then ended, and the related notes to the financial statements, and have issued our report thereon dated September 19, 2024.

In connection with our audit, nothing came to our attention that caused us to believe that the Company failed to comply with the terms, covenants, provisions, or conditions of Sections 5 to 6, inclusive, of the Credit Agreement dated June 19, 2013, by and among Santa Clara Stadium Authority, Stadium Funding Trust and Goldman Sachs Bank USA (as Administrative Agent), insofar as they relate to accounting matters. However, our audit was not directed primarily toward obtaining knowledge of such noncompliance. Accordingly, had we performed additional procedures, other matters may have come to our attention regarding Santa Clara Stadium Authority's noncompliance with the above-referenced terms, covenants, provisions, or conditions of the Indenture, insofar as they relate to accounting matters.

This report is intended solely for the information and use of the board of directors and management of Santa Clara Stadium Authority, Stadium Funding Trust, and Goldman Sachs Bank USA and is not intended to be and should not be used by anyone other than these specified parties.

KPMG LLP

San Francisco, California
September 19, 2024

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24-891 Agenda Date: 9/24/2024

REPORT TO STADIUM AUTHORITY BOARD

SUBJECT

Action on Stadium Manager's Request to Approve a Third Amendment to the Agreement with ABM Industry Group, LLC for Janitorial Services at Levi's Stadium for a Month-to-Month Extension Not to Exceed Six Months

BOARD PILLAR

Ensure Compliance with Measure J and Manage Levi's Stadium

BACKGROUND

As the Stadium Manager of Levi's Stadium, Forty Niners Stadium Management Company LLC is responsible for maintaining "the Stadium in the Required Condition and operate the Stadium as a quality NFL and multi-purpose public sports, public assembly, exhibit and entertainment facility" as required by the Stadium Management Agreement between the Stadium Authority, Forty Niners SC Stadium Company, LLC (StadCo), and Stadium Manager.

As described in an April 4, 2017 report to the Stadium Authority Board, the Stadium Manager conducted a Request for Proposal (RFP) process for janitorial services for pre-event, event, and post -event services as well as routine non-event day cleaning for the Stadium and invited six janitorial firms to participate. Two of the six companies attended a mandatory pre-proposal meeting, but one firm withdrew from the bidding process. As such, ABM Industry Group, LLC (ABM) was selected for being the only firm to complete the RFP process. ABM provided janitorial services for the Stadium for three years before the RFP process in 2017.

On April 4, 2017, the Stadium Authority Board adopted Resolution No. 17-1 that consented to a service agreement between the Stadium Manager and ABM for janitorial and building maintenance services at Levi's Stadium (Agreement). The Agreement had an initial term of five (5) years that ended on March 31, 2022 and included an option to extend the agreement for an additional two years at the discretion of the Stadium Manager (Attachment 1). A First Amendment to the Agreement was also noted and filed on the same day to include the Stadium Authority in the Agreement's Exhibit C - Insurance Requirements (Attachment 2). On December 10, 2021, the Stadium Manager exercised the option to extend the agreement with ABM for an additional two years through March 31, 2024 (Attachment 3).

On March 19, 2024, the Stadium Authority Board approved a Second Amendment to the Agreement with ABM to formally increase compensation rates and extend the term of the agreement on a month to month basis, beginning on April 1, 2024, for up to six months through September 30, 2024 or until the Stadium Manager enters into a new agreement for janitorial services, subject to the Stadium Authority Board's approval (Attachment 4). The Second Amendment to the Agreement intended to provide the Stadium Manager sufficient time to work on the formal solicitation process for janitorial

services.

The Stadium Manager issued a formal solicitation for a new multi-year contract for janitorial services on May 6, 2024 and, at the time of writing this report, is in the process of evaluating the proposal responses with the anticipation that the selection process will be completed in September 2024 and the recommendation for a new janitorial services agreement will be presented to the Stadium Authority Board for approval in October 2024.

In the meantime, the Stadium Manager is requesting approval to execute a Third Amendment to the Agreement with ABM (Attachment 5) to extend the agreement on a month-to-month basis, beginning October 1, 2024, for up to six months with thirty days advance notice to the vendor to terminate the agreement.

A Recommendation Memo was submitted by the Stadium Manager describing the request and status of the pending solicitation in more detail (Attachment 6).

DISCUSSION

Janitorial services are critical to the ongoing operation of Levi's Stadium and are used year-round for daily cleaning services; annual deep cleaning; cleaning at seating bowl events and games which consists of pre-event, event, and post-event cleaning when the seating bowl is utilized for the event; cleaning at catered events such as proms, parties, and receptions; and for ancillary services such as parking lot cleaning, and window washing.

Per the Stadium Manager's prior Recommendation Memo dated February 14, 2024 that recommended Board approval of the Second Amendment to the Agreement with ABM, the Stadium Manager began preparing for the formal solicitation in August 2023 by developing a list of prescriptive cleaning services required at the Stadium. Stadium Manager representatives began conducting extensive outreach and benchmarked with
other sports facilities around the United States including reviewing the janitorial services RFP issued by the City of Santa Clara. In October 2023, the Stadium Manager conducted a non-binding and non-committal open house and invited firms providing janitorial services to participate in an open dialog with the Stadium Manager about their needs, tour the Stadium, and learn about the marketplace to plan the development of the solicitation process. These discussions spanned over a period of two months through December 2023.

The Stadium Manager began developing the scope of work and requirements with a plan to issue the solicitation in January 2024. They originally anticipated completing the formal solicitation process and bringing a new recommendation for a multi-year contract for janitorial services to the Board for consideration in June of 2024. However, these efforts were slightly delayed due to the Forty Niners' post-season success combined with the Stadium Manager completing the work required for the annual Stadium Authority budgeting process.

As noted above, the Stadium Manager issued a formal solicitation for a new multi-year contract for janitorial services on May 6, 2024 and is in the process of evaluating the proposal responses with the anticipation that the selection process will be completed in September 2024 and the recommendation for a new janitorial services agreement will be presented to the Stadium Authority Board for approval in October 2024. The proposed extension also includes the right to terminate the agreement with

thirty days advance notice to the vendor, which will allow the Stadium Manager additional time to effectively manage the transition of services depending on the recommended vendor through the formal solicitation process.

The monthly expense for routine janitorial services is in the range of $110,000-$120,000 per month, with the Stadium Authority and StadCo respectively responsible for 50% of the cost. The agreement does not include a not to exceed amount due to the unknown number of Non-NFL events (including non-ticketed special events) for the remaining term that will require janitorial services; however, Non-NFL events will be subject to the rates outlined under Exhibit B in the agreement. Janitorial services for NFL and Non-NFL Events are respectively charged directly to the events. The rates will remain the same throughout the proposed extended term.

Overall, the services provided by ABM are critical for stadium operations and staff recommends approval of the Stadium Manager's request to execute a Third Amendment to the Agreement with ABM to ensure the continuity of janitorial services until the Stadium Manager completes its janitorial services solicitation, brings forth a new agreement for Board approval and, if a different contractor is selected, transitions services to such new contractor.

The Stadium Authority Counsel's Office has reviewed the proposed Third Amendment to the Agreement and is comfortable with the language.

ENVIRONMENTAL REVIEW

The action being considered does not constitute a "project" within the meaning of the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15378(b)(5) in that it is a governmental organizational or administrative activity that will not result in direct or indirect changes in the environment.

FISCAL IMPACT

The Stadium Authority Fiscal Year (FY) 2024/25 Budget contains Shared Stadium Expenses such as Security, Stadium Operations, Engineering, Guest Services, and Groundskeeping. Shared Stadium Expenses are split 50/50 between the Stadium Authority and StadCo per the Stadium Lease. The monthly expense for routine ABM cleaning services performed in shared spaces in the Stadium used by both Stadium Authority and StadCo on non-event days is in the range of $110,000 - $120,000. The Stadium Authority's portion is approximately $57,500 per month and is budgeted under the FY 2024/25 Shared Stadium Expenses, Engineering line item.

In addition to the Shared Stadium Expense cost described above, the Stadium Authority or event promoter is responsible for these janitorial costs related to services performed for Non-NFL Events. StadCo is responsible for all costs related to services performed for Tenant's Exclusive Facilities and NFL events.

COORDINATION

This report has been coordinated with the Stadium Authority Counsel and Treasurer's Offices.

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website

and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email clerk@santaclaraca.gov <mailto:clerk@santaclaraca.gov>.

RECOMMENDATION

Approve the Stadium Manager's request to execute a Third Amendment to the Agreement with ABM Industry Group to extend the term of the agreement on a month-to-month basis, beginning on October 1, 2024, for up to six months until the Stadium Manager enters into a new agreement for janitorial services at Levi's Stadium, subject to the Stadium Authority Board's approval, and completes the transition of services as needed depending on the recommended vendor through the formal solicitation process.

Reviewed by: Chuck Baker, Assistant Executive Director
Approved by: Jovan D. Grogan, Executive Director

ATTACHMENTS

1. Agreement with ABM Industry Group, LLC
2. First Amendment to Agreement with ABM Industry Group, LLC
3. Stadium Manager's Notice to ABM Industry Group, LLC to Exercise 2-Year Extension
4. Second Amendment to Agreement with ABM Industry Group, LLC
5. Proposed Third Amendment to Agreement with ABM Industry Group, LLC
6. Stadium Manager's Recommendation Memo

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AGREEMENT FOR THE PERFORMANCE OF SERVICES BY AND BETWEEN STADIUM MANAGER AND ABM INDUSTRY GROUPS, LLC

PREAMBLE

This agreement for the performance of services ("Agreement") is made and entered into on this 15th day of February, 2017, ("Effective Date") by and between ABM INDUSTRY GROUPS, LLC, a Delaware limited liability company, with its principal place of business located at 205 Dupont Street, San Jose, CA 95126 ("Contractor"), and the FORTY NINERS STADIUM MANAGEMENT COMPANY LLC, a Delaware limited liability company ("Stadium Manager"), with its principal place of business located at 4900 Marie P. DeBartolo Way, Santa Clara, CA 95054. Stadium Manager and Contractor may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

A. The CITY OF SANTA CLARA, a municipal corporation ("City") and the SANTA CLARA STADIUM AUTHORITY, a joint exercise of powers entity, created through Government Code sections 6500 et seq. (the "Authority"), are parties to that certain Ground Lease dated as of March 28, 2012, as amended by that certain First Amendment to Ground Lease (Stadium Site) (as the same may be further amended from time to time, the "Ground Lease"), pursuant to which the Authority leases certain real property from the City upon which the Authority has developed and constructed a multi-purpose stadium (the "Stadium").

B. The Authority and FORTY NINERS SC STADIUM COMPANY, LLC, a Delaware limited liability company ("StadCo"), are parties to that certain Amended and Restated Stadium Lease Agreement dated as of March 28, 2012 as amended and restated as of June 19, 2013 (as the same may be further amended from time to time, the "Stadium Lease"), pursuant to which StadCo is granted the right during the term of the Stadium Lease to use and occupy the Stadium for the operation of an NFL franchise, subject to, and on the basis of, the terms, covenants and conditions set forth in the Stadium Lease.

C. StadCo and FORTY NINERS FOOTBALL COMPANY LLC, a Delaware limited liability company ("Team") are parties to a certain Sublease Agreement dated as of March 28, 2012, as amended and restated as of June 19, 2013 (as the same may be further amended from time to time, the "Team Sublease"), pursuant to which, during the term of the Team Sublease, the Team shall play its NFL home games at the Stadium, subject to, and on the basis of, the terms, covenants and conditions set forth in the Team Sublease.

D. The Authority, StadCo, and Stadium Manager are parties to a certain Stadium Management Agreement effective as of March 28, 2012, as amended by that certain First Amendment to Stadium Management Agreement dated as of November 13, 2012, that certain Second Amendment to Stadium Management Agreement dated as of May 9,

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2013, that certain Third Amendment to Stadium Management Agreement dated as of June 19, 2013, and that certain Fourth Amendment to Stadium Management Agreement dated as of March 18, 2014 (as the same may be, further amended from time to time, the "Stadium Management Agreement"), pursuant to which the Stadium Manager will manage the operation of the Stadium year-round on behalf of the Authority and StadCo for the term and on the basis specified in the Stadium Management Agreement.

E. Pursuant to the Stadium Management Agreement, the Stadium Manager is required to manage and maintain the Stadium and, accordingly, desires to secure professional services more fully described in this Agreement, at Exhibit A, entitled "Scope of Services" (the "Services").

F. Contractor represents that it, and its subcontractors, if any, have the professional qualifications, expertise, necessary licenses and desire to provide the Services of the quality and type which meet objectives and requirements of Stadium Manager.

G. In accordance with the Stadium Management Agreement, the Stadium Manager is authorized to enter into this Agreement on behalf of the Authority and StadCo to engage Contractor to provide the Services; and, accordingly, the Stadium Manager and Contractor desire to enter into this Agreement whereby Contractor shall have the right to provide, and Contractor agrees to provide, the Services, subject to the terms and conditions of this Agreement, the Ground Lease, the Stadium Lease and the Stadium Management Agreement.

The Parties agree as follows:

AGREEMENT PROVISIONS

1. EMPLOYMENT OF CONTRACTOR.

Stadium Manager hereby employs Contractor to perform the Services. Stadium Manager shall pay for all such Services which are consistent with the terms of this Agreement.

2. SERVICES TO BE PROVIDED.

A. Except as and to the extent expressly set forth in this Agreement, Contractor shall furnish all Services necessary to satisfactorily complete the work required by Stadium Manager at Contractor's own risk and expense. The Recitals above and all of the exhibits referenced in this Agreement are attached and are incorporated by this reference.

B. Stadium Manager shall provide, or cause to be provided, during the Term designated office and storage space within the Stadium for use by Contractor. The location of such office and storage space shall be in the sole discretion of Stadium Manager, and Stadium Manager may direct that the office and storage space be moved to a new location within the Stadium from time to time as it deems necessary.

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C. Except as expressly provided in Section 10 below, Contractor shall be responsible for all costs and expenses incurred in performing the Services, including costs and expenses of maintaining, repairing and replacing any furniture, fixtures, equipment, or other tangible property and all applicable taxes, staffing (including all managerial and Event staff) and training. As described in greater detail in Section 7.F hereof, Contractor agrees to fully abide by all sustainability and reuse programs established for or applicable to the Stadium, as each may be modified from time to time following the Effective Date.

D. Without limiting the generality of any other provision in this Agreement, Contractor's provision of the Services shall be subject to the reasonable prior approval of Stadium Manager acting in conjunction with Contractor, including but not limited to staffing and the manner of Contractor's performance. Contractor shall not offer exclusivity to any supplier without the prior written approval of Stadium Manager.

E. If at any time, Contractor fails or is otherwise prevented from providing all or any portion of the Services whether due to a suspension or termination of any licenses or permits or otherwise, then, in addition to any other right of Stadium Manager, Stadium Manager shall have the right, in its sole discretion, without the payment of any kind to Contractor, to provide through any available means the Services, or any portion thereof, until such time as Contractor has resumed its provision of the Services. In the event Stadium Manager exercises its rights pursuant to this Section, Contractor shall, and shall cause its employees and the Management Team (as defined in Section 10.D below), to cooperate and assist Stadium Manager in providing the Services.

F. Notwithstanding the foregoing, and subject to any restrictions imposed by the Authority, including pursuant to the Stadium Lease and Stadium Management Agreement, the Stadium Manager and its designated agents reserve the right of access to all areas that Contractor is permitted to access, use and occupy hereunder for purposes of operating, inspecting, maintaining and repairing the Stadium (and all improvements therein or thereon) and for the purpose of determining whether the terms, covenants and conditions contained in this Agreement are being fully and faithfully observed and performed by Contractor. Use of any space or property that Contractor is permitted to access, use and occupy hereunder for purposes other than the operations to be conducted under this Agreement, without prior written approval of Stadium Manager in its sole discretion, is prohibited. Contractor shall not interfere with any other contractor, licensee or employee of the Authority, Stadium Manager or any other person working at the Stadium.

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3. COMMENCEMENT OF SERVICES.

Contractor shall begin providing the Services upon receipt of written Notice to Proceed from Stadium Manager. Notice to Proceed shall be deemed to have occurred three (3) calendar days after it has been deposited in the regular United States mail. Contractor shall complete the Services within the time limits set forth in the Scope of Services or as mutually determined in writing by the Parties.

4. QUALIFICATIONS OF CONTRACTOR – STANDARD OF WORKMANSHIP.

A. Contractor represents and maintains that it has the necessary expertise in the professional calling necessary to perform the Services, and its duties and obligations, expressed and implied, contained in this Agreement, and Stadium Manager expressly relies upon Contractor's representations regarding its skills and knowledge. Contractor shall perform such Services and duties and obligations in conformance to and consistent with the professional standards of a specialist in the same discipline in the State of California.

B. The plans, designs, specifications, estimates, calculations, reports, and other documents furnished under Exhibit A shall be of a quality acceptable to Stadium Manager. To be accepted as provided under this Agreement, any such work shall be a product of neat appearance and shall be well-organized, technically and grammatically correct, and checked, and shall identify the maker and checker. The minimum standard of appearance, organization, and content of the drawings shall be that used by Stadium Manager for similar projects.

5. TERM OF AGREEMENT.

Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement (the "Term") shall begin April 1, 2017 and terminate on **March 31, 2022,** provided however, if this Agreement extends beyond a single fiscal year, the Term for subsequent fiscal years shall be conditioned upon approval of the Authority budget for the applicable fiscal year that includes the amounts due under this Agreement. The Stadium Manager shall have the option, in its sole discretion, to extend the Term for one (1) additional two (2) year period by notifying Contractor in writing of Stadium Manager's desire to exercise said option(s) not more than one hundred twenty (120) days prior to the expiration of the then-current Term.

6. WARRANTY.

Contractor expressly warrants that all Services covered by this Agreement shall be fit for the purpose intended, shall be free from defect, and shall conform to the specifications, requirements, and instructions upon which this Agreement is based. Contractor agrees to promptly replace or correct any incomplete, inaccurate, or defective Services at no further cost to Stadium Manager when defects are due to the negligence, errors, or omissions of Contractor. If Contractor fails to promptly correct or replace Services, Stadium Manager

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may make corrections or replace Services and charge Contractor for the cost incurred by Stadium Manager.

7. PERFORMANCE OF SERVICES.

A. Contractor shall perform all Services in an efficient and expeditious manner and shall work closely with and be guided by Stadium Manager. Contractor shall be as fully responsible to Stadium Manager for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed by it. Contractor will perform all Services in a safe manner and in accordance with all Applicable Laws and safety regulations, the policies and procedures issued by the Stadium Manager relating to the Services, the general operating procedures of the Authority, and any and all other applicable rules, regulations, policies and directives established or implemented by the Authority and/or Stadium Manager, the designees of either of them, or the NFL, from time to time, including scheduling rules, regulations and policies, related to the use or operation of the Stadium (collectively, "Stadium Policies"). The term "Applicable Laws" as used in this Agreement shall mean any statute, law, treaty, rule, code, ordinance, regulation, permit, interpretation, certificate or order, whether now or hereafter existing, of any Governmental Authority, or any judgment, decision, decree, injunction, writ, order or like action of any court, arbitrator or other Governmental Authority, whether now or hereafter existing. The term "Governmental Authority" as used in this Agreement shall mean any federal, state, local or foreign governmental entity, authority or agency, court, tribunal, regulatory commission or other body, whether legislative, judicial or executive (or a combination or permutation thereof), and any arbitrator to whom a dispute has been presented under Applicable Laws or by agreement of the Parties with an interest in such dispute.

B. Contractor shall at all times maintain a sufficient number of qualified personnel at the Stadium and, if applicable, the Related Facilities (*e.g.*, offsite parking areas) for the performance of all of Contractor's obligations under this Agreement. Contractor shall cause the members of the Management Team to attend meetings to be scheduled by Stadium Manager at the Stadium from time to time during the Term to review the performance of the Services and to implement Stadium Manager's reasonable recommendations and directives for improving such performance.

C. Contractor's authorized personnel who are scheduled to work at events at the Stadium ("Events") shall be provided with ingress to and egress from the Stadium through a gate or gates designated for such purpose by Stadium Manager, without charge, during all days on which Events are held and at all other times necessary to enable Contractor to prepare for Events and fulfill its responsibilities under this Agreement. Contractor shall be bound by and comply with all rules, policies and procedures relating to security and access rights, including requirements related to screening and identification of Contractor's personnel, established from time to

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time by Stadium Manager. Nothing herein contained shall be held to limit or qualify the right of the Authority or Stadium Manager to a free and unobstructed use, occupation and control of the Stadium and ingress and egress for itself, its lessees and the public.

D. Contractor shall obtain on or before the Commencement Date and shall thereafter maintain throughout the Term, at its cost and in its name, all licenses and permits necessary for the performance of the Services and any and all other licenses and permits required to be obtained by Contractor by the terms of the Stadium Lease. Stadium Manager shall cooperate with Contractor in connection with applications submitted by Contractor for any and all licenses and permits and renewals thereof. Contractor shall not submit any application for a permit or license without first providing Stadium Manager a reasonable opportunity to review it. Contractor shall furnish Stadium Manager with copies of such licenses and permits and renewals thereof as are physically maintained at the Stadium, and all other licenses or permits otherwise required under Applicable Laws or this Agreement, and shall surrender all licenses and permits to Stadium Manager upon termination of this Agreement.

E. In the event that Contractor fails to obtain or maintain in full force and effect any material license or permit necessary for the performance of the Services, including upon a suspension applicable to an Event or revocation thereof, (a) Stadium Manager shall have the right (but no obligation) to perform or have another Person perform the applicable obligation without compensation to Contractor and, whether or not Stadium Manager exercises that right or its termination rights, Contractor shall be responsible to Stadium Manager for the loss of income and all other damages, including consequential and special damages, suffered by Stadium Manager as the result of Contractor's breach of this Agreement, including any loss of income; and (b) Contractor shall be considered in material breach of this Agreement, and Stadium Manager may, in addition to any other rights or remedies it may have, immediately terminate this Agreement.

F. Contractor shall comply in all respects with the Santa Clara Business and Commercial Recycling Program, as the same shall be amended from time to time, and shall, in partnership with Stadium Manager, prepare and implement a plan (the "**Waste Reduction and Recycling Plan**") that targets 100% diversion of solid waste from all Events, including composting or other diversion of compostable organics. Contractor shall train its employees in the methods and objectives of the Waste Reduction and Recycling Plan and shall direct and cause its employees to not dispose of or discharge recyclables, compostables, waste, garbage, refuse or Hazardous Substances in any area in or outside the Stadium other than in areas specifically designated therefor. Contractor shall be responsible for expeditiously collecting, separating, recycling, bagging and delivering recyclables, compostables, trash and garbage generated within the Stadium Complex, and Contractor shall cause its employees to deposit such recyclables, compostables, trash and garbage in appropriate containers or equipment in the locations specified by Stadium Manager, whereupon Stadium

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Manager shall be responsible for the further delivery and ultimate disposal of such recyclables, compostables, trash and garbage. In addition, Contractor shall separate, compact and recycle the trash generated by Events on non-Event days. Contractor shall take all action necessary to: (i) ensure that all such recyclables, compostables, trash and garbage are placed in bags and/or the appropriate receptacles or other containers (which receptacles and containers shall be provided by Contractor) that are durable for transport and not easily susceptible to breakage or leakage, (ii) notify Stadium Manager when the centralized Stadium recyclable, compostable and garbage receptacles are full and need to be emptied, (iii) prevent recyclables, compostables and trash from piling up around the outside of the receptacles and from using the Stadium receptacles in lieu of transferring the recyclables, compostables and trash to the required locations as described herein and (iv) ensure that recyclables, compostables and trash do not spill out prior to or during transport. Contractor agrees to and is fully committed to participating in the separation and recycling of refuse in the Stadium and to minimize the amount of non-recyclable and non-compostable refuse to be removed from the Stadium. All recyclable, compostable, trash and garbage receptacles within the areas controlled by Contractor shall be provided by Contractor and shall be cleaned and sanitized by Contractor in accordance with the standards reasonably set from time to time by the Authority and/or Stadium Manager, to ensure a consistently high standard of sanitation meeting or exceeding the standards set by the Santa Clara County Public Health Department and/or the City. Contractor will comply with all federal, state and local recycling and composting requirements and such recycling and composting programs implemented from time to time by the Authority and/or Stadium Manager and all rules and regulations applicable to the Stadium's adherence to, and/or certification by, the Leadership in Energy and Environmental Design (LEED) Green Building Rating System. Contractor shall indemnify Stadium Manager and make Stadium Manager whole for any out of pocket costs incurred by Stadium Manager which are solely attributable to any negligence or intentional act or omission of Contractor or any of its employees with respect to the recycling or trash removal program, including the expense of returned or rejected recyclable, compostable and trash removals due to mixing or contaminating the trash flow in violation of Applicable Laws or specific directives provided to Contractor in writing as part of the Stadium's sustainability and recycling, composting or trash removal programs. Stadium Manager will determine the type, appearance and location of the recyclable, compostable and trash receptacles.

G. Contractor agrees not to use Hazardous Substances at the Stadium, except in accordance with Applicable Laws, and agrees to indemnify, defend, and hold the Indemnified Parties harmless for all Losses (as defined in Section 22.A below) arising out of its use, generation or storage of Hazardous Substances at the Stadium.

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8. MONITORING OF SERVICES.

Stadium Manager may monitor the Services performed under this Agreement to determine whether Contractor's operations conform to Stadium operating policies and directives and to the terms of this Agreement. Stadium Manager may also monitor the Services to be performed to determine whether the Services are being conducted in accordance with applicable Stadium Policies, National Football League requirements, and Applicable Laws.

9. CORRECTION OF SERVICES.

Contractor agrees to correct any incomplete, inaccurate, or defective Services at no cost to Stadium Manager, when such defects are due to the negligence, errors, or omissions of Contractor. If any action of Contractor constitutes a breach, Stadium Manager may terminate this Agreement pursuant to the provisions described herein.

10. RESPONSIBILITY OF CONTRACTOR.

A. Contractor shall be responsible for the professional quality, technical accuracy, and coordination of the Services furnished by it under this Agreement. Neither Stadium Manager's review, acceptance, nor payments for any of the Services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement and Contractor shall be and remain liable to Stadium Manager in accordance with Applicable Laws for all damages to Stadium Manager caused by Contractor failure to perform any of the Services furnished under this Agreement.

B. Any acceptance by Stadium Manager of plans, specifications, construction contract documents, reports, diagrams, maps, and other material prepared by Contractor shall not in any respect absolve Contractor from the responsibility Contractor has in accordance with customary standards of good professional practice in compliance with Applicable Laws.

C. Contractor shall comply and otherwise abide by, all emergency and security procedures and protocols of the Stadium Manager, the Authority, the City, the Team, the NFL and promoters of Events as the Stadium Manager or such other Persons shall adopt from time to time. Such procedures and protocols may include, without limitation, (i) employee pat-down and screening, (ii) presentment by Contractor's employees of identification cards or badges issued by Stadium Manager, which may include reporting criteria such as bar codes, "Mag Stripes", "RFID" or other identifier systems; (iii) restricting access to certain parts of the Stadium to specified employees of Contractor as reasonably approved by the Stadium Manager (with respect to security clearance standards); and/or (iv) conduct by Contractor, at its sole expense, of Team-specified minimum background and such other security screening checks on all of Contractor's employees as the Stadium Manager shall request from time to time, which checks may vary as to job function. Contractor shall be required to use Stadium Manager's

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existing time tracking system to verify all employees working the event and to share all information collected (with the exception of any proprietary information) with the Stadium Manager. Contractor shall enroll with the Stadium Manager's existing or successive software requirements (as may be updated as reasonably required by Stadium Manager) and Contractor shall be responsible for all such costs associated with its subscription or enrollment. Contractor shall be responsible for utilizing software provided by Stadium Manager to track completion of scheduled tasks for Events, daily work, or as mutually agreed upon by the Parties.

D. Personnel.

i. Contractor shall hire, employ, train, supervise and discipline any and all persons necessary to provide the Services in accordance with the terms of this Agreement and shall use its best efforts to ensure that its employees continually practice the high standards of safety, courtesy and service customarily followed in the conduct of a first-class operation. Contractor shall use its best efforts to select qualified, competent and trustworthy employees. Any and all persons who furnish services under this Agreement, whether or not employed by Contractor prior to the Effective Date, are exclusively employees, subcontractors and/or non-affiliated third parties employed by Contractor and are not employees of the Authority, the City, StadCo or Stadium Manager. Such persons furnishing services under this Agreement shall be subject to appearance standards mutually acceptable to the parties hereto and as permitted by Applicable Laws, and shall wear, at all times while working at the Stadium, neat and clean uniforms provided by Contractor and approved by Stadium Manager. Such uniforms shall bear such lettering and insignia (including the name and logo of the Stadium, the Stadium naming rights sponsor, if required, and the location of the employee's assignment (*e.g.*, a Club Area or Suite area)) as Stadium Manager may require and shall be of a design reasonably satisfactory to Stadium Manager. Contractor shall cause its employees to conduct themselves in a professional and courteous manner, and not to unreasonably disturb or interfere with Events. Contractor shall at all times maintain accurate records of the names, addresses, employment history and other legal identification of those to whom Contractor issues employee badges, uniforms or other identifying items to ensure the proper identification and legal working status of Contractor's employees at the Stadium. Contractor shall conduct such background and other security screening checks on its employees as Stadium Manager shall reasonably request from time to time and shall not knowingly hire any person who has been previously terminated by the Authority, StadCo, Stadium Manager or any of their respective Affiliates or contractors. Upon Stadium Manager's request, and so long as any such action shall not be contrary to law, Contractor shall immediately remove from the Stadium any employee, agent, contractor or invitee of Contractor and permanently revoke such person's access credentials.

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ii. Contractor shall employ the Management Team, identified in clause (v) of this Section 10.D below, on a full-time, year round basis. Contractor shall cause the members of the Management Team to be at the Stadium during all Events that Stadium Manager requires the Management Team to attend and during reasonable business hours. All changes in the Management Team shall require the prior written approval of Stadium Manager. Contractor shall, within fifteen (15) business days of the removal of a Management Team member, provide Stadium Manager with the resumes of not fewer than three (3) suitable candidates to replace the removed employee. The Management Team shall, on and following the Effective Date and during the Term, be exclusively responsible for the provision of services under this Agreement and shall hold no job-related responsibilities relating to any other venue or site without Stadium Manager's prior written approval.

iii. Contractor shall conduct regularly scheduled employee training programs appropriate to the Services provided, including any programs specifically requested by Stadium Manager, for all of its employees working in the Stadium (the "Employee Training Programs"). The Employee Training Programs will be mandatory for all employees, agents and any subcontractors of Contractor and, at a minimum, will include customer service, guest interaction, security procedures and specific job skills training, and will be conducted in such frequency as may be approved or directed by Stadium Manager. Contractor shall cause all Employee Training Programs to be periodically reviewed (no less frequently than annually) and updated to the extent necessary to maintain the standard of service requested by Stadium Manager. All employees of Contractor shall also be required to attend such policy and procedures training sessions as may be held by the Stadium Manager, as well as the Stadium orientation tour and training conducted by the Stadium Manager. Contractor shall not permit any employee, agent or subcontractor to work at an Event prior to his or her completion of the prescribed training sessions and Employee Training Programs.

iv. Contractor shall promptly notify Stadium Manager upon voluntary or involuntary termination of employment of its employees or contractors and ensure that each such terminated individual is denied further access to the Stadium. In no event shall the Authority, the City, StadCo or Stadium Manager be liable, and Contractor shall indemnify, protect, and hold the Authority, the City, StadCo and Stadium Manager harmless, for Contractor's record keeping (or lack of record keeping), including the legal identification and working status of Contractor's employees and subcontractors, or for any other matters relating to Contractor's employees or subcontractors.

v. The individuals, and such other individuals as the Stadium Manager may approve, are the "Management Team" for purposes of this Agreement are listed on Exhibit G, entitled "Management Team."

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11. COMPENSATION AND PAYMENT.

A. In consideration for Contractor's complete performance of the Services, Stadium Manager shall pay Contractor for all materials provided and services rendered by Contractor the amount(s) set forth in Exhibit B, entitled "CONTRACTOR COMPENSATION AND FEES."

B. Contractor will bill Stadium Manager within 72 hours of the conclusion of Events. All other Service deployments shall be billed on a monthly basis for Services provided by Contractor during the preceding month, subject to verification by Stadium Manager. Except as otherwise expressly provided in Exhibit B, Stadium Manager will pay Contractor within forty-five (45) days of Stadium Manager's receipt of invoice, provided the invoice provided is accurate and free of errors. In the event Contractor's invoice is inaccurate, Stadium Manager will notify contractor of such errors. Stadium Manager will pay Contractor within forty-five (45) days of receipt of the corrected invoice.

12. TERMINATION OF AGREEMENT.

A. In addition to any other rights or remedies Stadium Manager may have, Stadium Manager may terminate this Agreement by written notice to Contractor if: (i) Contractor fails to correct to the reasonable satisfaction of Stadium Manager any condition created or controlled by Contractor that, in Stadium Manager's reasonable judgment, poses a hazardous condition to occupants of the Stadium Complex, any of the Related Facilities (*e.g.*, offsite parking areas), or any portion thereof, within twenty-four (24) hours after receipt of written notice from Stadium Manager; (ii) Contractor fails to perform any material obligation under this Agreement and such failure continues unremedied for a period of ten (10) days after receipt of written notice from Manager of the particular failure to perform (or thirty (30) days in the case that a remedy has commenced but cannot reasonably be accomplished in ten days); (iii) Contractor is placed into bankruptcy either voluntarily or involuntarily (and such involuntary proceeding is not dismissed within sixty (60) days), becomes financially insolvent, takes the benefit of any present or future insolvency statute, makes a general assignment for the benefit of creditors, or consents to the appointment of a receiver, trustee, or liquidator of all or substantially all of its property; (iv) Contractor transfers or permits a transfer of this Agreement in violation of Section 13; (v) Contractor fails to obtain and/or maintain required licenses and permits under Section 7.D; or (vi) Contractor fails to work cooperatively and in good faith with the Authority, Stadium Manager, any of their respective Affiliates or any of subcontractors of any of the foregoing. Contractor and Stadium Manager acknowledge and agree that termination of this Agreement by Stadium Manager pursuant to this Section 11.A shall be "for cause."

B. Upon the termination or expiration of this Agreement, (1) Contractor shall immediately surrender possession of the Related Facilities, if any (including any and all leasehold and other improvements therein), uniforms, equipment (and

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related manuals and software) to Stadium Manager, (2) Contractor shall immediately assign to Stadium Manager or its designee(s) all right, title and interest of Contractor in and to all items purchased by Contractor in connection with the Services (including uniforms and equipment), (3) Contractor shall make all payments required to be made by Contractor under this Agreement, (4) to the extent permitted by Applicable Laws, Contractor shall immediately surrender possession of and assign to Stadium Manager all permits and licenses acquired by Contractor in compliance with Section 7.D and any Applicable Laws, and (5) all matters, rights and liabilities existing on the date of termination between the parties hereto shall be determined as of such termination date (except as described above), and discharged as promptly as possible thereafter, including any known claims for damages either party may have against the other for breach of the terms and conditions hereof. Any such surrender shall require delivery of possession in good condition, reasonable and ordinary wear and tear excepted and otherwise in compliance with the terms of this Agreement. Notwithstanding any termination or expiration of this Agreement, all liabilities and obligations of the parties will survive until they are fully satisfied.

C. If the Stadium is destroyed or otherwise rendered unusable for more than thirty (30) days for any reason (a "Casualty Event"), Stadium Manager shall give Contractor a notice within ninety (90) days after the Casualty Event stating that whether the Authority intends to rebuild or restore the Stadium. If the notice states that the Authority will not rebuild or restore the Stadium, this Agreement shall be terminated. If the notice states that the Authority intends to rebuild or restore the Stadium, the Parties' obligations hereunder shall be abated during that period. If such notice states that the Authority reasonably believes that it will take longer than two (2) years to restore or rebuild the Stadium or, if a shorter amount of time, such amount of time is longer than the remainder of the Term, either party shall have the option of terminating this Agreement by written notice to the other at any time within one hundred and eighty (180) days after Stadium Manager gives such notice, and such termination shall be effective one hundred twenty (120) days after the other party's receipt of such notice. Contractor shall not be entitled to any monetary or other damages or compensation from Stadium Manager in the event of a Casualty Event.

13. NO ASSIGNMENT OR SUBCONTRACTING OF AGREEMENT.

A. Stadium Manager and Contractor bind themselves and their successors and assigns to all covenants of this Agreement. This Agreement shall not be assigned or transferred by Contractor without the prior written approval of Stadium Manager. Contractor shall not hire subcontractors without express written permission from Stadium Manager.

B. Stadium Manager may sell, assign, pledge and otherwise transfer or encumber (each, a "**transfer**") this Agreement and any or all of its rights and obligations hereunder to any other Person, including any source of or guarantor or insurer of financing or any trustee, collateral agent or other Person appointed in connection

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with such financing (each, a "**Manager Assignee**"), whether by security agreement, collateral assignment, transfer or otherwise; provided, that such transfer shall not relieve Stadium Manager of its obligations under this Agreement unless such Manager Assignee assumes in writing Stadium Manager's obligations under this Agreement. Upon reasonable prior notice from Stadium Manager, Contractor shall make any payments due hereunder to such Manager Assignee and shall execute and deliver any documents that Stadium Manager or any Manager Assignee may reasonably request to acknowledge and confirm that upon any such transfer, this Agreement will remain in full force and effect, will continue to be a legal, valid and binding obligation of Contractor enforceable in accordance with its terms (subject to applicable bankruptcy or insolvency laws and general principles of equity), and that (to the extent accurate and correct) neither Contractor, nor to Contractor's knowledge, Stadium Manager is in material breach or violation of this Agreement.

C. Contractor acknowledges and agrees that, in the event the Stadium Management Agreement is terminated for any reason, the Authority and StadCo shall, in accordance with the Stadium Lease, employ a replacement manager for the Stadium, who shall, following the effective date of such employment, constitute the "Stadium Manager" for all purposes under this Agreement, provided, however, that for any period of time before a replacement manager is appointed, this Agreement may be assigned to the Authority or StadCo.

14. NO THIRD-PARTY BENEFICIARY.

This Agreement shall not be construed to be an agreement for the benefit of any third party or parties, except for the Authority, StadCo, and Team, and no other third party or parties shall have any claim or right of action under this Agreement for any cause whatsoever.

15. INDEPENDENT CONTRACTOR.

Contractor and all person(s) employed by or contracted with Contractor to furnish labor and/or materials under this Agreement are independent contractors and do not act as agent(s) or employee(s) of Stadium Manager, the Authority or StadCo. Contractor has full rights, however, to manage its employees in their performance of Services under this Agreement. All liabilities that may arise as a result of Contractor's status as an employer shall be borne exclusively by Contractor, including liability relating to payments required to be made under, and documents to be filed with respect to, the Federal Insurance Contribution Act and the Federal Unemployment Tax Act or any similar federal, state, city or local legislation or other Applicable Laws. Contractor is not authorized to bind Stadium Manager, the Authority or StadCo to any contracts or other obligations.

16. NO PLEDGING OF STADIUM MANAGER'S CREDIT.

Under no circumstances shall Contractor have the authority or power to pledge the credit of the Stadium Manager or any other of the Indemnified Parties or incur any obligation in the name of such Persons. Contractor shall save and hold harmless the Authority,

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StadCo, Stadium Manager, their respective Affiliates, and their respective officers, employees, boards and commissions for expenses arising out of any unauthorized pledges of credit by Contractor under this Agreement.

17. CONFIDENTIALITY OF MATERIAL.

All ideas, memoranda, specifications, plans, manufacturing procedures, data, drawings, descriptions, documents, discussions, or other information developed or received by or for Contractor and all other written information submitted to Contractor in connection with the performance of this Agreement shall be held confidential by Contractor and shall not, without the prior written consent of Stadium Manager, be used for any purposes other than the performance of the Services nor be disclosed to an entity not connected with performance of the Services. Nothing furnished to Contractor which is otherwise known to Contractor shall be deemed confidential. Notwithstanding the above, the Contractor acknowledges that the Authority is a California public entity that is subject to the California Public Records Act. Information disclosed to the Authority regarding the Contractor's Services in connection with the performance of this Agreement may be subject to public disclosure in accordance with the Public Records Act.

18. USE OF STADIUM MANAGER NAME OR EMBLEM.

Contractor shall have no right to use the trademarks, symbols, trade names or other intellectual property of the Authority, Stadium Manager or their respective Affiliates, or Stadium tenants or their Affiliates or other Event performers directly or indirectly, in connection with any production, promotion, service or publication, without the written approval of Stadium Manager.

19. OWNERSHIP OF MATERIAL.

All material, including information developed on computer(s), which shall include, but not be limited to, data, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports, and other material developed, collected, prepared, or caused to be prepared under this Agreement shall be the property of Stadium Manager, but Contractor may retain and use copies thereof. Stadium Manager shall not be limited in any way or at any time in its use of said material. However, Contractor shall not be responsible for damages resulting from the use of said material for work other than the Services, including, but not limited to, the release of this material to third parties.

20. RIGHT OF STADIUM MANAGER TO INSPECT RECORDS OF CONTRACTOR.

Stadium Manager, through its authorized employees, representatives, or agents shall have the right during the term of this Agreement and for three (3) years from the date of final payment for Services, to audit the books and records of Contractor for the purpose of verifying any and all charges invoiced by Contractor in connection with Contractor compensation under this Agreement, including termination of Contractor. Contractor

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agrees to maintain sufficient books and records in accordance with generally accepted accounting principles to establish the correctness of all charges invoiced to Stadium Manager. Any invoiced charges not incurred by Contractor shall be disallowed by Stadium Manager. If such charges were paid by Stadium Manager, then contractor must refund all such charges, plus interest of one percent (1%) per month, within 60 days of identification of such charges.

Contractor shall submit to Stadium Manager any and all reports concerning its performance under this Agreement that may be requested by Stadium Manager in writing. Contractor agrees to assist Stadium Manager in meeting Stadium Manager's reporting requirements with respect to Contractor's Services hereunder.

21. FAIR EMPLOYEMNT

Contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, gender, sexual orientation, age, disability, religion, ethnic background, or marital status, in violation of Applicable Law

22. HOLD HARMLESS/INDEMNIFICATION.

A. Contractor shall indemnify, defend and hold harmless the Authority, Stadium Manager and the Additional Indemnitees, and their respective officers, directors, managers, members, partners, owners and employees ("**Indemnified Parties**") from and against all losses, costs, suits, actions, claims, damages, amounts paid in settlement, liabilities, costs and expenses, including reasonable attorneys' fees (collectively, "**Losses**"), resulting to, imposed upon, asserted against or incurred by any of them (including in any action between the parties) in connection with or arising out of (i) any breach by Contractor under this Agreement, (ii) any activity, inactivity, work or thing done or permitted by Contractor or its employees, agents or contractors in or upon the Stadium or Related Areas, including the performance of the Services, or (iii) any injury or damage to any Person or to the property of any Person caused by any action or omission of Contractor or its employees, agents or contractors.

B. If any claim, demand, action or proceeding is made or commenced by any third party (a "**Third Party Claims**") against any Indemnified Party, the Indemnified Party shall give Contractor prompt notice thereof; the failure to give such notice shall not affect the liability of Contractor under this Agreement except to the extent the failure materially and adversely affects the ability of Contractor to defend the Third Party Claim. Contractor shall have the right to assume the defense and resolution of the Third Party Claim, provided that (i) the Indemnified Party shall have the right to participate in the defense of the Third Party Claim at its own expense through counsel of its choice (control of the defense will remain with Contractor), (ii) Contractor shall not consent to the entry of any judgment or enter into any settlement that would require any act or forbearance on the part of the Indemnified Party or which does not unconditionally release the Indemnified Party from all liability in respect of the Third Party Claim or would otherwise

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bring dishonor or disrepute upon Authority, Stadium Manager, any of their respective Affiliates, without the prior written consent of the Indemnified Party, and (iii) the Indemnified Party may undertake the defense of the Third Party Claim, at Contractor's expense, if Contractor fails to (A) assume the defense within ten (10) business days after notice from the Indemnified Party or (B) diligently prosecute the defense.

C. Without limiting any provisions or liabilities contained herein, Contractor acknowledges that it shall be responsible for any and all costs associated with the repair or replacement of any goods or devices purchased by Stadium Manager or any Affiliate of Stadium Manager that are damaged, lost, or otherwise rendered inoperable by Contractor or any of Contractor's employees, agents, or contractors or while in the possession of Contractor or any of Contractor's employees, agents, or contractors.

23. INSURANCE REQUIREMENTS.

During the term of this Agreement, and for any time period set forth in Exhibit C, Contractor shall purchase and maintain in full force and effect, at no cost to Stadium Manager insurance policies with respect to employees and vehicles assigned to the performance of Services under this Agreement with coverage amounts, required endorsements, certificates of insurance, and coverage verifications as defined in Exhibit C.

24. AMENDMENTS.

This Agreement may be amended only with the written consent of both Parties.

25. INTEGRATED DOCUMENT.

This Agreement represents the entire agreement between Stadium Manager and Contractor. No other understanding, agreements, conversations, or otherwise, with any representative of Stadium Manager prior to execution of this Agreement shall affect or modify any of the terms or obligations of this Agreement. Any verbal agreement shall be considered unofficial information and is not binding upon Stadium Manager.

26. SEVERABILITY CLAUSE.

In case any one or more of the provisions in this Agreement shall, for any reason, be held invalid, illegal, or unenforceable in any respect, it shall not affect the validity of the other provisions, which shall remain in full force and effect.

27. WAIVER.

Contractor agrees that waiver by Stadium Manager of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement.

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28. NOTICES.

All notices to the Parties shall, unless otherwise requested in writing, be sent to Stadium Manager addressed as follows:

Name: Forty Niners Stadium Management Company LLC
Attention: Jim Mercurio
Address: 4949 Marie P. DeBartolo Way
Santa Clara, CA 95054

With a CC to: Legal Affairs
4949 Marie P. DeBartolo Way
Santa Clara, CA 95054

And to Contractor addressed as follows:

Name: ABM Industry Groups, LLC
Attention: Art Rodriquez
Address: 205 Dupont Street
San Jose, CA 95126

If notice is sent via email, a signed, hard copy of the material shall also be mailed. The workday the email was sent shall control the date notice was deemed given if there is a computer-generated confirmation of receipt returned to the sender on the date of transmission. An email transmitted after 1:00 p.m. on a Friday shall be deemed to have been transmitted on the following Monday.

29. CAPTIONS.

The captions of the various sections, paragraphs, and subparagraphs of this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation.

30. LAW GOVERNING CONTRACT AND VENUE.

This Agreement shall be governed and construed in accordance with the statutes and laws of the State of California. The venue of any suit filed by either Party shall be vested in the state courts of the County of Santa Clara, or if appropriate, in the United States District Court, Northern District of California, San Jose, California.

31. DISPUTE RESOLUTION.

A. Unless otherwise mutually agreed to by the Parties, any controversies between Contractor and Stadium Manager regarding the construction or application of this Agreement, and claims arising out of this Agreement or its breach, shall be submitted to mediation within thirty (30) days of the written request of one Party after the service of that request on the other Party.

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B. The Parties may agree on one mediator. If they cannot agree on one mediator, the Party demanding mediation shall request the Superior Court of Santa Clara County to appoint a mediator. The mediation meeting shall not exceed one day (eight (8) hours). The Parties may agree to extend the time allowed for mediation under this Agreement.

C. The costs of mediation shall be borne by the Parties equally.

D. For any contract dispute, mediation under this section is a condition precedent to filing an action in any court. In the event of mediation which arises out of any dispute related to this Agreement, the Parties shall each pay their respective attorney's fees, expert witness costs, and cost of suit through mediation only. In the event of litigation, the prevailing Party shall recover its reasonable costs of suit, expert's fees, and attorney's fees. If mediation does not resolve the dispute, the Parties agree that the matter shall be litigated in a court of law, and not subject to the arbitration provisions of the Public Contracts Code.

32. COMPLIANCE WITH ETHICAL STANDARDS.

Contractor shall:

A. Read Exhibit D, entitled "ETHICAL STANDARDS FOR CONTRACTORS SEEKING TO ENTER INTO AN AGREEMENT WITH STADIUM MANAGER"; and,

B. Execute Exhibit E, entitled "AFFIDAVIT OF COMPLIANCE WITH ETHICAL STANDARDS."

33. CONFLICT OF INTERESTS.

This Agreement does not prevent either Party from entering into similar agreements with other parties. To prevent a conflict of interest, Contractor certifies that to the best of its knowledge, no Stadium Manager, StadCo, Team, Authority, or City officer, employee, or authorized representative has any financial interest in the business of Contractor and that no person associated with Contractor has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement. Contractor is familiar with the provisions of California Government Code Section 87100 and following, and certifies that it does not know of any facts which would violate these code provisions. Contractor will advise Stadium Manager if a conflict arises.

34. SUPPLEMENTAL PROVISIONS

The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives. It is the intent of the Parties that this Agreement shall become operative on the Effective Date.

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[*Signatures continued on next page*]

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IN WITNESS WHEREOF, the Parties have caused this agreement for the performance of services to be executed by their duly appointed representatives as of the date first above written.

STADIUM MANAGER:

FORTY NINERS STADIUM MANAGEMENT COMPANY LLC,
a Delaware limited liability company

DocuSigned by:
Scott Sabatino
46E43190E711442...

By: _____
Name: Scott Sabatino
Title: Chief Financial Officer

4949 Marie P. DeBartolo Way
Santa Clara, CA 95054

Telephone: (408) 562-4949
Fax Number: (408) 727-4937

CONTRACTOR:

ABM INDUSTRY GROUPS, LLC
a Delaware limited liability company

By: _____
Name: Rene Jacobsen
Title: President & Executive Vice President, B&I

1150 South Olive Street, STE 19
Los Angeles, CA 90015

Telephone: (323) 314-3265
Fax Number: (800) 886-0025

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AGREEMENT FOR THE PERFORMANCE OF SERVICES BY AND BETWEEN STADIUM MANAGER AND ABM INDUSTRY GROUPS, LLC

ADDENDUM ONE

DEFINITIONS

The following terms shall have the meanings set forth below:

Affiliate: shall mean any Person directly or indirectly controlling or controlled by or under direct or indirect common control with a Person. For purposes of this definition, "control" when used with respect to any entity means the power to direct the management and policies of such entity, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and the terms "controlling" and "controlled" have meanings correlative to the foregoing.

Additional Indemnitees: shall mean the Authority's Affiliates (including without limitation, the Authority's Board of Directors, the City, its City Council, and all City or Agency commissions, officers, employees, volunteers and agents), the Bayshore North Project Enhancement Authority, the Successor Agency to the Santa Clara Redevelopment Agency, StadCo and its Affiliates, the Team and any Additional Team (*i.e.*, an additional NFL franchise that plays its "home" games at the Stadium) (and their respective Affiliates), Manager's Affiliates (if not any of the previously mentioned Persons), each other tenant of the Stadium and each Event promoter, and any mortgagee, bond trustee or other financial institution from time to time holding a lien or indenture upon Manager's interest in the Stadium, the Stadium Lease or the Stadium Management Agreement.

Default Rate: shall mean a rate per annum equal to the lesser of (i) fifteen percent (15.0%) and (ii) the maximum non-usurious rate permitted by applicable law, with adjustments in that varying rate to be made on the same date as any change in that rate.

Fiscal Year: shall mean the twelve (12) month period commencing April 1 of each year after the execution of this Agreement, except that the first Fiscal Year will commence on the Commencement Date of the Stadium Lease and end on the next following March 31. If this Agreement expires or terminates on a date other than March 31 of a particular year, there shall be a partial last Fiscal Year ending on the date of such termination.

Hazardous Substance: shall mean, as of any date: (a) any petroleum or petroleum products, flammable explosives, radioactive materials, asbestos in any form that is or could become friable, urea formaldehyde foam insulation, and transformers or other equipment that contain dielectric fluid containing polychlorinated biphenyls (PCBs); (b) any chemicals or other materials or substances which as of such date are defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous wastes," "restricted hazardous wastes," "toxic substances," "toxic pollutants," "contaminants,"

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"infectious wastes," "pollutants" or words of similar import under any environmental law; and (c) any other chemical or other material or substance, exposure to which or use of which as of such date is prohibited, limited or regulated under any environmental law.

Person: shall mean any individual, corporation, partnership, limited liability company, association, trust or other entity whatsoever

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AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN
STADIUM MANAGER
AND
ABM INDUSTRY GROUPS, LLC

EXHIBIT A

SCOPE OF SERVICES

Contractor shall perform the following services as requested by Stadium Manager:

Cleaning Program

Contractor's cleaning staff will be a flexible team that can adapt its procedures and processes for different kinds of events and make considerations for the unexpected, like last-minute changes and weather. Contractor's shall provide the following cleaning services as requested by Stadium Manager:

- Pre-, During and Post-Event Cleaning
- Pressure Washing
- Concrete Sealing
- Carpet and Floor Care
- Seat Cleaning
- Changeover Crews
- Parking Lot Cleaning

Off-Season Services

For deep cleaning or detailing during the off-season, Contractor shall provide the following services to accommodate those needs as requested by Stadium Manager:

- Seat detailing
- Carpet shampooing
- Luxury/Executive Suites detailing
- Concourse stripping and resealing
- Duct cleaning
- Vent vacuuming

Sample Cleaning Specifications

Below is a listing of sample cleaning specifications. The Parties shall work in good faith to determine appropriate frequencies for each task.

Concourse

- All concrete floors shall be swept and trash removed.
- Floors shall be machine scrubbed or power washed when possible.
- All landings shall be swept and moped. Handrails shall be dusted; glass windows shall be cleaned.
- All walls, columns, doors, payphones, fire extinguishers, ATM's, advertising signage, cabinets, signage, countertops, and tables shall be cleaned.
- Cleaning of all TV monitors on concourse and with approved cleaning method and solution

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- Vacuum and clean all carpeted floors and mats of loose visible dirt, dust and debris. Spot clean per manufacturer's recommendations.
- All accessible glass windows, doors, and walls shall be cleaned; including all other stadium structure that is accessible (Beams, and miscellaneous fixtures).
- All trash receptacles shall be emptied, wiped down with disinfectant solution, trash removed, and clean liner replaced.
- Clean ticket sales windows and counters located on the exterior box office windows.
- Clean and dust all accessible areas on sponsorship/advertising kiosk and televisions. All overhead aisle markers and lighting shall be dusted as needed.
- Placement/movement of stadium appurtenances shall be maintained by contractor over the direction of stadium management (Including but not limited to: garbage cans, stanchions, barricades, etc.)

Stadium Seating

- The entire seating areas shall be swept and trash removed.
- All seating areas shall be swept, blown and washed to remove spills, stains and soils. All gum must also be removed.
- All fixed stadium seats must be inspected and cleaned nightly following an event.
- Clean all seat backs, arms and chair stanchions as needed.
- Clean all hand rails, glass or metal as needed.
- All trash receptacles shall be emptied, wiped out with disinfectant, trash removed and clean liner replaced.

Elevators

- All walls, doors, control panels, railing and ceilings shall be cleaned.
- All stainless-steel surfaces to be cleaning with an approved cleaner.
- All glass cleaned without streaks or solution byproducts.
- Machine scrub if tile floor.

Suites and VIP Areas

- All carpets shall be vacuumed, spot cleaned or if needed extracted per manufacturer's specifications.
- All tile floors and linoleum to be swept and mopped.
- All walls, columns, door, counters, rails, table, appliances, televisions, stools, cabinets and wall attachments shall be cleaned. Shine and remove spots and smudges from all metal, wood, and thoroughly clean all glass surfaces.
- All seats, both fixed and moveable shall be cleaned/extracted and spots removed.
- All bar areas and millwork shall be cleaned and polished with approved products.
- Outside of suite fridges to be cleaned and dusted.
- All recycling and trash receptacles shall be emptied, wiped out with a disinfectant solution, trash removed and taken to appropriate trash/recycling area located at the loading dock, and a clean liner replaced.
- Dust all light fixtures and light shades.

Locker Rooms

- All floors to be swept and mopped with a disinfectant

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- All carpets shall be vacuumed, extracted if needed and spot cleaned in accordance with the manufacturer's specifications.
- All walls, column, doors, cabinets, counters, rails, water fountains, tables, television, furniture, payphones, appliances, and wall attachments shall be cleaned.
- All seats, both fixed and moveable shall be dusted, cleaned and spots removed.
- All restrooms shall be thoroughly cleaned and sanitized, including all toilets, urinals, sinks, mirrors and counters
- All toilet tissues, facial tissues, and hand towels will be replenished as needed.
- Lockers shall be cleaned both on the exterior and interior, as needed.
- All trash receptacles shall be emptied, wiped out with a disinfectant solution, trash removed, and the can liner replaced.

Restrooms

- Empty trash cans/replace liner
- Disinfect door handles, partition handles
- All toilets, urinals, sinks, shelves, dispensers, and receptacles shall be thoroughly cleaned.
- Remove all scale and stains.
- Clean underside of rims on waterless urinals and toilets. Wash both sides and all toilet seats.
- Empty and clean paper towel and sanitary disposal receptacles. Damp wiping, towel drying the exposed surfaces of these units.
- All walls, partitions, counters, mirrors, and dispensers shall be cleaned to remove spots and smudges.
- Restock all soaps, air fresheners, toiler tissue, facial tissue, hand towels, seat covers and sanitary napkins night or as necessary.
- Damp wipe, polish, and shine all chrome faucets, valves, drain pipes, metal fixtures, bright work, hand plates, door knobs, door jams, doors, light switches, receptacle covers.

Hallways and Loading Dock

- All areas shall be swept, trash removed, and thoroughly cleaned. Floors shall be machine scrubbed.
- All walls, columns, floors, payphones, vending machines, fire extinguisher cabinets, advertising signage, counter tops, and tables shall be cleaned as needed.
- All trash receptacles shall be emptied, wiped down with a disinfectant solution, trash removed, and the clean liner replaced.
- Auto scrub all loading dock/service areas after each event. Detail clean dock restroom after each event and wax floor bi-monthly.

Exterior

- All exterior sidewalks, plazas, bike rack areas and pedestrian walkways shall be swept and trash removed (Including trash removal from Yellow Lots 1,2 and 3)
- Pressure wash and scrub concrete in areas as needed to remove gum, stains, spots and soils to the concrete and Star emblem locations.
- Remove all trash and debris from all landscaped areas (Including San Tomas Aquino Creek trail)
- Clean and remove any trash from payphone, ATM, and ticket sales area.
- Cleaning outside windows and counters.

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- Clean all metal and glass doors, door jams and thresholds.
- Clean all accessible signage, artwork, and statues.
- Placement/movement of stadium appurtenances shall be maintained by contractor over the direction of stadium management (Including but not limited to: garbage cans, stanchions, barricades, etc).

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AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN
STADIUM MANAGER
AND
ABM INDUSTRY GROUPS, LLC

EXHIBIT B

CONTRACTOR COMPENSATION AND FEES

Compensation to Contractor for the Services performed under this agreement shall be paid at the rates as more fully described in Contractor's proposal entitled "Cost Proposal", which is attached to this Exhibit B.

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F. Cost Proposal

5.04 Base Proposal

ABM Renewal						
	Current	Rate Year 1	Rate Year 2	Rate Year 3	Rate Year 4	Rate Year 5
		April 2017 - March 2018	April 2018 - March 2019	April 2019 - March 2020	April 2020 - March 2021	April 2021 - March 2022
Events						
Supervisor	$ 31.56	$ 32.48	$ 32.48	$ 32.48	$ 33.10	$ 33.10
Lead/Event Coordinator	$ 30.76	$ 31.65	$ 31.65	$ 31.65	$ 32.25	$ 32.25
Window & Pressure Washers	$ 23.63	$ 24.32	$ 24.32	$ 24.32	$ 24.78	$ 24.78
Utility & Compactor Room	$ 23.63	$ 24.32	$ 24.32	$ 24.32	$ 24.78	$ 24.78
Parking lot Picker	$ 22.62	$ 23.28	$ 23.28	$ 23.28	$ 23.72	$ 23.72
Suite/Club Staff	$ 21.92	$ 22.56	$ 22.56	$ 22.56	$ 22.99	$ 22.99
Sweeper /Restroom/Trash	$ 19.02	$ 19.57	$ 19.57	$ 19.57	$ 19.94	$ 19.94
Non Events						
On-Site Manager	$ 69.50	$ 71.52	$ 71.52	$ 71.52	$ 72.88	$ 72.88
Assistant Manager	$ 44.95	$ 46.25	$ 46.25	$ 46.25	$ 47.13	$ 47.13
Supervision	$ 31.56	$ 32.48	$ 32.48	$ 32.48	$ 33.10	$ 33.10
Lead	$ 30.76	$ 31.65	$ 31.65	$ 31.65	$ 32.25	$ 32.25
Day Porters / General Cleaner	$ 17.28	$ 17.78	$ 17.78	$ 17.78	$ 18.12	$ 18.12

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AGREEMENT FOR THE PERFORMANCE OF SERVICES
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EXHIBIT C

INSURANCE REQUIREMENTS

At all times during the term hereof, Contractor shall keep and maintain in full force and effect the following types of insurance coverage and/or bonds:

1. Commercial general liability insurance, including property damage, against liability for personal injury, bodily injury, death and damage to property occurring in or about the property in the amount of One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) in the aggregate

2. Automobile liability in the amount of One Million Dollars ($1,000,000) with respect to owned, hired and non-owned vehicles.

3. Workers compensation insurance, as required by applicable law.

4. Employer's liability in the amount of One Million Dollars ($1,000,000) each accident, One Million Dollars ($1,000,000) each employee, by disease, and One Million Dollars ($1,000,000) policy aggregate by disease.

5. Employment practices liability with limits of Five Million Dollars ($5,000,000) including third party coverage.

6. Crime insurance including employee dishonesty covering all of Contractor's agents, contractors, managers and other employees in the amount of Five Hundred Thousand Dollars ($500,000).

7. Liability insurance covering claims arising out of errors and omissions by vendors rendering professional services, in the amount of Five Million Dollars ($5,000,000) each occurrence including contractual liability coverage, with all coverage retroactive to the earlier of the date of agreement or commencement of Contractor's services.

8. Environmental liability insurance with limits of One Million Dollars ($1,000,000) per occurrence for bodily injury, property damage, and clean-up costs, including coverage for any claim, suit, or demand brought by any third party or on behalf of any governmental agency or authority, as a result of the actual, alleged, or threatened discharge, disposal, seepage, migration, release, or escape of any hazardous material or pollutant.

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9. Umbrella or excess liability insurance in the amount of Ten Million Dollars ($10,000,000) providing excess coverage over general liability, auto liability, and employer's liability specified above.

The above stated limits may be achieved by a combination of primary and excess/umbrella coverage. Any deductible or self-insured retention amounts are the sole responsibility of the Contractor. Contractor is responsible for insuring any equipment brought to Stadium. Stadium Manager shall have no liability for such equipment.

At Stadium Manager's request from time to time (and in any event not less than 15 (fifteen) days prior to the expiration dates of any expiring policies or bonds furnished by Contractor), Contractor shall furnish to Stadium Manager certified copies or duplicate originals of all policies of insurance and bonds then maintained by Stadium Manager hereunder, or a certificate supplied by each such insurer and surety showing that the insurance and bonds required hereunder are in full force and effect and showing the limits thereof and that all such policies and bonds contain the provisions and endorsements required hereunder.

All insurance policies and bonds required to be maintained by Contractor shall be issued by insurers or sureties (as the case may be) reasonably satisfactory to client, authorized to do business in the state of California and having an AM Best rating and financial size category of A-/VII or better. All policies of the vendor shall be (i) primary and non-contributing with respect to any policies carried by client; (ii) with respect to commercial general liability, automobile liability, and environmental liability insurance only, a provision including Stadium Manager as Additional Insured; (iii) a waiver by the insurer of any right to subrogate against Stadium Manager (iv) a severability of interest or endorsement; (v) a provision that the insurer will not cancel or change the coverage provided by such without giving the Stadium Manager thirty (30) days' prior written notice; and (vi) general liability be an "occurrence form" policy. Any policy of insurance required to be carried by Contractor that names Stadium Manager as Additional Insured (except environmental coverage) shall not be subject to a deductible or self-insured retention, it being the intent of the parties that such insurance shall fully and completely insure such additional insured entities for all loss or expense; if any such general liability or automobile policy has a deductible or self-insured retention clause applicable to these operations, Contractor shall provide evidence that insurance carrier shall pay without regard to such deductible or self-insured retention.

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AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN
STADIUM MANAGER
AND
ABM INDUSTRY GROUPS, LLC

EXHIBIT D

ETHICAL STANDARDS FOR CONTRACTORS SEEKING TO ENTER INTO AN AGREEMENT WITH STADIUM MANAGER

Termination of Agreement for Certain Acts.

A. Stadium Manager may, at its sole discretion, terminate this Agreement in the event any one or more of the following occurs:

1. If a Contractor[1] does any of the following:

   a. Is convicted[2] of operating a business in violation of any Applicable Law;

   b. Is convicted of a crime punishable as a felony involving dishonesty[3];

   c. Is convicted of an offense involving dishonesty or is convicted of fraud or a criminal offense in connection with: (1) obtaining; (2) attempting to obtain; or, (3) performing a public contract or subcontract;

   d. Is convicted of any offense which indicates a lack of business integrity or business honesty which seriously and directly affects the present responsibility of a Stadium Manager contractor or subcontractor; and/or,

   e. Made (or makes) any false statement(s) or representation(s) with respect to this Agreement.

2. If fraudulent, criminal or other seriously improper conduct of any officer, director, shareholder, partner, employee or other individual associated with Contractor can

---

[1] For purposes of this Agreement, the word "Consultant" (whether a person or a legal entity) also refers to "Contractor" and means any of the following: an owner or co-owner of a sole proprietorship; a person who controls or who has the power to control a business entity; a general partner of a partnership; a principal in a joint venture; or a primary corporate stockholder [i.e., a person who owns more than ten percent (10%) of the outstanding stock of a corporation] and who is active in the day to day operations ofthat corporation.

[2] For purposes of this Agreement, the words "convicted" or "conviction" mean a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere within the past five (5) years.

[3] As used herein, "dishonesty" includes, but is not limited to, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, failure to pay tax obligations, receiving stolen property, collusion or conspiracy.

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be imputed to Contractor when the conduct occurred in connection with the individual's performance of duties for or on behalf of Contractor, with Contractor's knowledge, approval or acquiescence, Contractor's acceptance of the benefits derived from the conduct shall be evidence of such knowledge, approval or acquiescence.

B. Stadium Manager may also terminate this Agreement in the event any one or more of the following occurs:

1. Stadium Manager determines that Contractor no longer has the financial capability[4] or business experience[5] to perform the terms of, or operate under, this Agreement; or

2. If Stadium Manager determines that Contractor fails to submit information, or submits false information, which is required to perform or be awarded a contract with Stadium Manager, including, but not limited to, Contractor's failure to maintain a required State-issued license, failure to obtain a Stadium Manager business license (if applicable), or failure to purchase and maintain bonds and/or insurance policies required under this Agreement.

C. In the event a prospective Contractor (or bidder) is ruled ineligible (debarred) to participate in a contract award process or a contract is terminated pursuant to these provisions, Contractor may appeal the action to the Authority by filing a written request with the Authority Secretary within ten (10) days of the notice given by Stadium Manager to have the matter heard. The matter will be heard within thirty (30) days of the filing of the appeal request with the Authority Secretary. Contractor will have the burden of proof on the appeal. Contractor shall have the opportunity to present evidence, both oral and documentary, and argument.

---

[4] Contractor becomes insolvent, transfers assets in fraud of creditors, makes an assignment for the benefit of creditors, files a petition under any section or chapter of the federal Bankruptcy Code (11 U.S.C.), as amended, or under any similar law or statute of the United States or any state thereof, is adjudged bankrupt or insolvent in proceedings under such laws, or a receiver or trustee is appointed for all or substantially all of the assets of Contractor.

[5] Loss of personnel deemed essential by Stadium Manager for the successful performance of the obligations of Contractor to Stadium Manager.

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AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN
STADIUM MANAGER
AND
ABM INDUSTRY GROUPS, LLC

EXHIBIT E

AFFIDAVIT OF COMPLIANCE WITH ETHICAL STANDARDS

I, [Rene Jacobsen], being first duly sworn, depose and state I am [President & Executive Vice President – B&I] of ABM Industry Groups, LLC, and I hereby state that I have read and understand the language, entitled "Ethical Standards" set forth in Exhibit D. I have the authority to make these representations on my own behalf or on behalf of the legal entity identified herein. I have examined appropriate business records, and I have made appropriate inquiry of those individuals potentially included within the definition of "Contractor" contained in Ethical Standards at footnote 1.

Based on my review of the appropriate documents and my good-faith review of the necessary inquiry responses, I hereby state that neither the business entity nor any individual(s) belonging to said "Contractor" category [i.e., owner or co-owner of a sole proprietorship, general partner, person who controls or has power to control a business entity, etc.] has been convicted of any one or more of the crimes identified in the Ethical Standards within the past five (5) years.

The above assertions are true and correct and are made under penalty of perjury under the laws of the State of California.

ABM INDUSTRY GROUPS, LLC
a Delaware limited liability company

By: _____
Signature of Authorized Person or Representative

Name: Rene Jacobsen

Title: President & Executive Vice President – B&I

NOTARY'S ACKNOWLEDGMENT TO BE ATTACHED

Please execute the affidavit and attach a notary public's acknowledgment of execution of the affidavit by the signatory. If the affidavit is on behalf of a corporation, partnership, or other legal entity, the entity's complete legal name and the title of the person signing on behalf of the legal entity shall appear above. Written evidence of the authority of the person executing this affidavit on behalf of a corporation, partnership, joint venture, or any other legal entity, other than a sole proprietorship, shall be attached.

DocuSign Envelope ID: E291FEB2-B4DC-4FE8-8CA3-3768F65ACF78

Agreement: P80001

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of LOS ANGELES)

On FEBRUARY 16, 2017 before me, MARGARET G.E. DEL PRADO, NOTARY PUBLIC,
Date *Here Insert Name and Title of the Officer*

personally appeared RENE JACOBSEN
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

MARGARET G.E. DEL PRADO
Notary Public - California
Los Angeles County
Commission # 2155113
My Comm. Expires Jun 25, 2020

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document
Title or Type of Document: AFFIDAVIT OF COMPLIANCE WITH ETHICAL STANDARDS Document Date: 2/16/17
Number of Pages: 1 Signer(s) Other Than Named Above: NONE

Capacity(ies) Claimed by Signer(s)

Signer's Name: RENE JACOBSEN	Signer's Name:
☑ Corporate Officer — Title(s): PRESIDENT & SEC VP	☐ Corporate Officer — Title(s):
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other:	☐ Other:
Signer Is Representing: ABM INDUSTRY GROUPS, LLC	Signer Is Representing:

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AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN
STADIUM MANAGER
AND
ABM INDUSTRY GROUPS, LLC

EXHIBIT G

MANAGEMENT TEAM

Art Rodriguez - Vice President of National Operations
Chris Braden - Housekeeping Director
Marisol Campillo - Assistant Manager
Freddy Cavazos - Day Supervisor
Jose gonzalez - Night Supervisor

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FIRST AMENDMENT TO AGREEMENT FOR THE PERFORMANCE OF SERVICES

This FIRST AMENDMENT TO AGREEMENT FOR THE PERFORMANCE OF SERVICES (this "First Amendment"), effective as of March 10, 2017 (the "First Amendment Effective Date"), amends the AGREEMENT FOR THE PERFORMANCE OF SERVICES, dated as of February 15, 2017 (the "Agreement"), by and between **Forty Niners Stadium Management Company LLC** ("Stadium Manager"), a Delaware limited liability company, with principal offices at 4900 Marie P. DeBartolo Way, Santa Clara, CA 95054, and **ABM Industry Groups, LLC,** a Delaware limited liability company, with its principal place of business located at 205 Dupont Street, San Jose, CA 95126 ("Contractor"). Capitalized terms not defined herein have the meaning given to them in the Agreement.

WHEREAS, Stadium Manager and Contractor have agreed to modify certain insurance requirements under the Agreement;

NOW THEREFORE, in consideration of the mutual promises and obligations set forth herein, the sufficiency of which is hereby acknowledged, the Stadium Manager and Contractor agree to modify the Agreement as follows:

1. Exhibit C to the Agreement shall be amended and restated in its entirety as attached to this First Amendment.

Except as expressly set forth in this First Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, Stadium Manager and Contractor have caused this First Amendment to be executed by an authorized representative as of the First Amendment Effective Date.

ABM INDUSTRY GROUPS, LLC

By: _____

Name: Art Rodriguez
Title: Vice President, Sports & Entertainment

FORTY NINERS STADIUM MANAGEMENT COMPANY LLC

By: DocuSigned by: Scott Sabatino 46F43190F711442... _____

Name: Scott Sabatino
Title: Chief Financial Officer

DocuSign Envelope ID: D402B097-C983-4007-BDCC-DF2EE02DE3E4

EXHIBIT C

INSURANCE REQUIREMENTS

At all times during the term hereof, Contractor shall keep and maintain in full force and effect the following types of insurance coverage and/or bonds:

1. Commercial general liability insurance, including property damage, against liability for personal injury, bodily injury, death and damage to property occurring in or about the property in the amount of One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) in the aggregate

2. Automobile liability in the amount of One Million Dollars ($1,000,000) with respect to owned, hired and non-owned vehicles.

3. Workers compensation insurance, as required by applicable law.

4. Employer's liability in the amount of One Million Dollars ($1,000,000) each accident, One Million Dollars ($1,000,000) each employee, by disease, and One Million Dollars ($1,000,000) policy aggregate by disease.

5. Employment practices liability with limits of Five Million Dollars ($5,000,000) including third party coverage.

6. Crime insurance including employee dishonesty covering all of Contractor's agents, contractors, managers and other employees in the amount of Five Hundred Thousand Dollars ($500,000).

7. Liability insurance covering claims arising out of errors and omissions by vendors rendering professional services, in the amount of Five Million Dollars ($5,000,000) each occurrence including contractual liability coverage, with all coverage retroactive to the earlier of the date of agreement or commencement of Contractor's services.

8. Environmental liability insurance with limits of One Million Dollars ($1,000,000) per occurrence for bodily injury, property damage, and clean-up costs, including coverage for any claim, suit, or demand brought by any third party or on behalf of any governmental agency or authority, as a result of the actual, alleged, or threatened discharge, disposal, seepage, migration, release, or escape of any hazardous material or pollutant.

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9. Umbrella or excess liability insurance in the amount of Ten Million Dollars ($10,000,000) providing excess coverage over general liability, auto liability, and employer's liability specified above.

The above stated limits may be achieved by a combination of primary and excess/umbrella coverage. Any deductible or self-insured retention amounts are the sole responsibility of the Contractor. Contractor is responsible for insuring any equipment brought to Stadium. Stadium Manager shall have no liability for such equipment.

At Stadium Manager's request from time to time (and in any event not less than 15 (fifteen) days prior to the expiration dates of any expiring policies or bonds furnished by Contractor), Contractor shall furnish to Stadium Manager certified copies or duplicate originals of all policies of insurance and bonds then maintained by Stadium Manager hereunder, or a certificate supplied by each such insurer and surety showing that the insurance and bonds required hereunder are in full force and effect and showing the limits thereof and that all such policies and bonds contain the provisions and endorsements required hereunder.

All insurance policies and bonds required to be maintained by Contractor shall be issued by insurers or sureties (as the case may be) reasonably satisfactory to client, authorized to do business in the state of California and having an AM Best rating and financial size category of A-/VII or better. All policies of the vendor shall be (i) primary and non-contributing with respect to any policies carried by client; (ii) with respect to commercial general liability, automobile liability, and environmental liability insurance only, a provision including Stadium Manager, Santa Clara Stadium Authority, Forty Niners SC Stadium Company LLC and Forty Niners Football Company LLC as Additional Insured; (iii) a waiver by the insurer of any right to subrogate against Stadium Manager, Santa Clara Stadium Authority, Forty Niners SC Stadium Company LLC and Forty Niners Football Company LLC (iv) a severability of interest or endorsement; (v) a provision that the insurer will not cancel or change the coverage provided by such without giving the Stadium Manager thirty (30) days' prior written notice; and (vi) general liability be an "occurrence form" policy. Any policy of insurance required to be carried by Contractor that names Stadium Manager, Santa Clara Stadium Authority, Forty Niners SC Stadium Company LLC and Forty Niners Football Company LLC as Additional Insured (except environmental coverage) shall not be subject to a deductible or self-insured retention, it being the intent of the parties that such insurance shall fully and completely insure such additional insured entities for all loss or expense; if any such general liability or automobile liability policy has a deductible or self-insured retention clause applicable to these operations, Contractor shall provide evidence that insurance carrier shall pay without regard to such deductible or self-insured retention.

FORTY NINERS STADIUM MANAGEMENT COMPANY

December 10, 2021

VIA CERTIFIED MAIL

ABM Industry Groups, LLC
Attn: Art Rodriquez
205 Dupont Street
San Jose, CA 95126

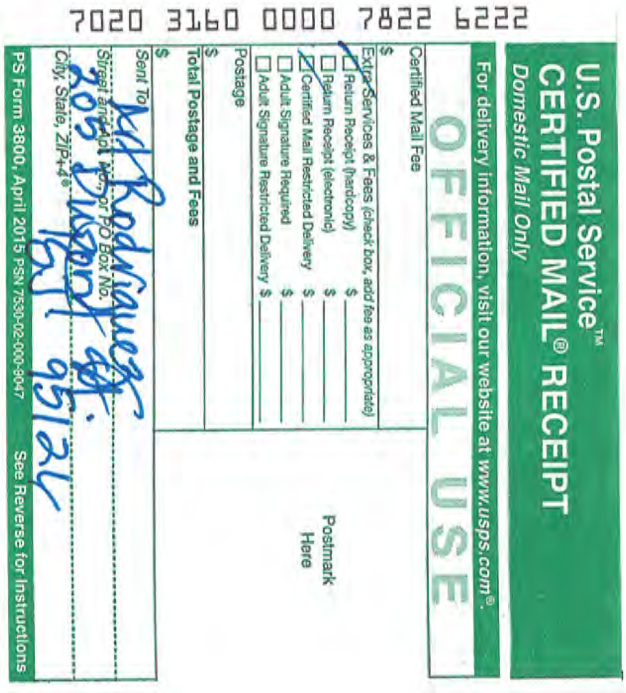
Dear Mr. Rodriquez,

We are writing to provide formal written notice that Forty Niners Stadium Management Company LLC is hereby exercising its option, under Section 5 of the Agreement for the Performance of Services by and between ABM Industry Groups, LLC and Forty Niners Stadium Management Company LLC dated February 15, 2017 (the "Agreement"), to extend the Term of our Agreement for an additional two (2) year period through March 31, 2024.

We look forward to continuing our partnership with you and your team.

Sincerely,

JIM MERCURIO
Executive Vice President, General Manager
Forty Niners Stadium Management Company LLC



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SECOND AMENDMENT TO AGREEMENT FOR THE PERFORMANCE OF SERVICES

This SECOND AMENDMENT TO AGREEMENT FOR THE PERFORMANCE OF SERVICES (this "Second Amendment"), effective as of April 1, 2024 (the "Second Amendment Effective Date"), amends the AGREEMENT FOR THE PERFORMANCE OF SERVICES, dated as of February 15, 2017 (the "Agreement"), by and between **Forty Niners Stadium Management Company LLC** ("Stadium Manager"), a Delaware limited liability company, with principal offices at 4900 Marie P. DeBartolo Way, Santa Clara, CA 95054, and **ABM Industry Groups, LLC,** a Delaware limited liability company, with its principal place of business located at 205 Dupont Street, San Jose, CA 95126 ("Contractor"). Capitalized terms not defined herein have the meaning given to them in the Agreement.

WHEREAS, Stadium Manager and Contractor entered into the Agreement for an initial term commencing April 1, 2017 and expiring March 31, 2022 ("Initial Term") provided Stadium Manager held a unilateral option to renew for an additional two (2) year period; and

WHEREAS, Stadium Manager exercised the unilateral option to renew for a first renewal term commencing April 1, 2022 and expiring March 31, 2024 ("First Renewal Term"); and

WHEREAS, Stadium Manager and Contractor now desire to extend the Agreement on a month-to-month basis commencing April 1, 2024 ("Second Renewal Term");

NOW THEREFORE, in consideration of the mutual promises and obligations set forth herein, the sufficiency of which is hereby acknowledged, the Stadium Manager and Contractor agree to modify the Agreement as follows:

1. Amendment. The Second Renewal Term shall commence on April 1, 2024, and shall continue until the terminated by Stadium Manager with thirty (30) calendar days' advance written notice to Contractor provided in no event shall the Second Renewal Term exceed six (6) months from the commencement date set forth above.
2. Amendment. Exhibit B to the Agreement is amended and restated in its entirety as attached to this Second Amendment. The revised Exhibit B shall take effect and apply to Services rendered during the Second Renewal Term.

Except as expressly set forth in this Second Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

Signatures on Following Page

DocuSign Envelope ID: FCD5620C-63A3-4545-A8D7-A319777A8728

IN WITNESS WHEREOF, Stadium Manager and Contractor have caused this Second Amendment to be executed by an authorized representative as of the Second Amendment Effective Date.

ABM INDUSTRY GROUPS, LLC

By: DocuSigned by: Art Rodriguez 52B5E058E75A431...

Name: Art Rodriguez
Title: Vice President,

FORTY NINERS STADIUM MANAGEMENT COMPANY LLC

By: DocuSigned by: 9DD87D1CEC5C46E...

Name: Peter Wilhelm
Title: Chief Financial Officer

DocuSign Envelope ID: FCD5620C-63A3-4545-A8D7-A319777A8728

EXHIBIT B

CONTRACTOR COMPENSATION AND FEES - SECOND RENEWAL TERM

Compensation to Contractor for the Services performed under this Agreement during the Second Renewal Term shall be paid at the rates specified below.[1]

SECOND RENEWAL TERM RATES	
EVENTS	
Supervisor/Dispatcher	$35.00
Lead	$33.95
Window & Pressure Washer	$30.28
Utility & Compactor Room	$30.28
Suite/Club Staff	$29.46
Sweeper/Restrooms/Trash	$27.63
Parking Lots (NTE)	$36,380.91
NON-EVENT	
On-Site Manager	$72.88
Assistant Manager	$61.30
Supervisor	$46.88
Administrative Staff	N/A
Lead	$32.25
Day Porters/General Cleaner	$28.30
Union Health & Wellness	Actuals

[1] All rates specified above are union rates but do not include health and wellness charges, which will be billed at cost as applicable.

THIRD AMENDMENT TO AGREEMENT FOR THE PERFORMANCE OF SERVICES

This THIRD AMENDMENT TO AGREEMENT FOR THE PERFORMANCE OF SERVICES (this "Third Amendment"), effective as of October 1, 2024 (the "Third Amendment Effective Date"), amends the AGREEMENT FOR THE PERFORMANCE OF SERVICES, dated as of February 15, 2017 (the "Agreement"), by and between **Forty Niners Stadium Management Company LLC** ("Stadium Manager"), a Delaware limited liability company, with principal offices at 4900 Marie P. DeBartolo Way, Santa Clara, CA 95054, and **ABM Industry Groups, LLC,** a Delaware limited liability company, with its principal place of business located at 205 Dupont Street, San Jose, CA 95126 ("Contractor"). Capitalized terms not defined herein have the meaning given to them in the Agreement.

WHEREAS, Stadium Manager and Contractor entered into the Agreement for an initial term commencing April 1, 2017 and expiring March 31, 2022 ("Initial Term") provided Stadium Manager held a unilateral option to renew for an additional two (2) year period; and

WHEREAS, Stadium Manager exercised the unilateral option to renew for a first renewal term commencing April 1, 2022 and expiring March 31, 2024 ("First Renewal Term"); and

WHEREAS, Stadium Manager and Contractor agreed to extend the Agreement on a month-to-month basis up to a maximum of six (6) months commencing April 1, 2024 ("Second Renewal Term");

WHEREAS, Stadium Manager and Contractor now desire to further extend the Agreement on a month-to-month basis up to a maximum of six (6) months commencing October 1, 2024 ("Third Renewal Term").

NOW THEREFORE, in consideration of the mutual promises and obligations set forth herein, the sufficiency of which is hereby acknowledged, the Stadium Manager and Contractor agree to modify the Agreement as follows:

1. Amendment. The Third Renewal Term shall commence on October 1, 2024, and shall continue until the terminated by Stadium Manager with thirty (30) calendar days' advance written notice to Contractor provided in no event shall the Third Renewal Term exceed six (6) months from the commencement date set forth above.
2. Amendment. Exhibit B to the Agreement is amended and restated in its entirety as attached to this Third Amendment. The revised Exhibit B shall take effect and apply to Services rendered during the Third Renewal Term.

Except as expressly set forth in this Third Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

Signatures on Following Page

IN WITNESS WHEREOF, Stadium Manager and Contractor have caused this Third Amendment to be executed by an authorized representative as of the Third Amendment Effective Date.

ABM INDUSTRY GROUPS, LLC

By: _____

Name: Art Rodriguez
Title: Vice President, Sports & Entertainment

FORTY NINERS STADIUM MANAGEMENT COMPANY LLC

By: _____

Name: Francine Hughes
Title: EVP & General Manager

EXHIBIT B

CONTRACTOR COMPENSATION AND FEES - THIRD RENEWAL TERM

Compensation to Contractor for the Services performed under this Agreement during the Third Renewal Term shall be paid at the rates specified below.[1]

THIRD RENEWAL TERM RATES	
EVENTS	
Supervisor/Dispatcher	$35.00
Lead	$33.95
Window & Pressure Washer	$30.28
Utility & Compactor Room	$30.28
Suite/Club Staff	$29.46
Sweeper/Restrooms/Trash	$27.63
Parking Lots (NTE)	$36,380.91
NON-EVENT	
On-Site Manager	$72.88
Assistant Manager	$61.30
Supervisor	$46.88
Administrative Staff	N/A
Lead	$32.25
Day Porters/General Cleaner	$28.30
Union Health & Wellness	Actuals

[1] All rates specified above are union rates but do not include health and wellness charges, which will be billed at cost as applicable.

FORTY NINERS STADIUM MANAGEMENT COMPANY

Date: August 27, 2024

To: Jovan Grogan
Executive Director
Santa Clara Stadium Authority

From: Jenti Vandertuig
Procurement Director
Forty Niners Stadium Management Company LLC

Subject: Recommendation to Amend Agreement with ABM Industry Group, LLC for Janitorial Services at Levi's Stadium

Recommendation

Recommend approval to execute the third amendment to the agreement with ABM Industry Group, LLC for janitorial services at Levi's Stadium to extend the term of the agreement on a month-to-month basis that will not exceed six months, commencing October 1, 2024 with thirty calendar days' advance notice to contractor to terminate the agreement.

Reasons for Recommendation

On January 26, 2017, Forty Niners Stadium Management Company LLC (Stadium Manager) issued a Request for Proposal for janitorial services at Levi's Stadium and awarded an agreement with ABM Industry Group, LLC for a five-year term, beginning April 1, 2017 through March 31, 2022 with an option to extend the agreement for a two-year term through March 31, 2024. Stadium Manager exercised the option to extend the agreement through March 31, 2024. This recommendation was reviewed and approved by the Santa Clara Stadium Authority (SCSA) prior to the execution of the agreement.

Janitorial services are used for year-around daily cleaning services; annual deep cleaning; cleaning at seating bowl events and games which consists of pre-event, event, and post-event cleaning when the seating bowl is utilized for the event; cleaning at catered events facilitated by Special Events team, such as proms, parties, receptions, etc., and for ancillary services such as parking lot cleaning, and window washing.

On March 19, 2024, the SCSA Board approved Stadium Manager's request to amend the agreement to exercise the option to extend the agreement commencing April 1, 2024 on a month-to-month basis that will not exceed six months, with thirty calendar days' advance notice to contractor to terminate the agreement. The plan was to issue a formal solicitation and bring forth

a recommendation to the SCSA Board for a new multi-year agreement.

As planned, on May 6, 2024, Stadium Manager issued a comprehensive formal solicitation for janitorial services at Levi's Stadium and proposals were received on June 12, 2024. Stadium Manager is in the process of evaluating the proposal responses and it is anticipated that the selection process including negotiations of business, legal and cost terms and conditions will be completed in September 2024 and a recommendation to award for a multi-year agreement will be presented to the SCSA Board in October 2024 by the Stadium Manager. Given the nature of the services, additional time is required to effectively manage the transition depending on the recommended contractor through the formal solicitation process. Therefore, an extension of the current agreement on a month-to-month basis that will not exceed six months, with thirty calendar days' notice to contractor to terminate the agreement is recommended for continuity of business to keep the Stadium operational. The rates will remain the same during the extended term.

Fiscal Impact

The monthly expense for the routine ABM cleaning services is in the range of $110,000 - $120,000 per month, which is charged 50% to SCSA and 50% to StadCo. There are separate charges for NFL and Non-NFL events, which are charged directly to the events. Accordingly, the estimated cost to the SCSA during the recommended extension period would be approximately $57,500 per month and such costs are included in the Stadium Operations FY24/25 budget.

Next Steps

Once approved, Stadium Manager will forward a copy of the executed amendment to the SCSA.

DocuSigned by:
Jenti Vandertuig
A4B5666F5BF147D...

Submitted By: _____ Date: 9/5/2024

Jenti Vandertuig, Procurement Director

24-810 Agenda Date: 9/24/2024

REPORT TO COUNCIL

SUBJECT
Public Hearing: Approval of the 2023-2024 Consolidated Annual Performance and Evaluation Report (CAPER) for Submission to the U.S. Department of Housing and Urban Development (HUD)

COUNCIL PILLAR
Promote and Enhance Economic, Housing and Transportation Development

BACKGROUND
The City of Santa Clara receives entitlement funds from the United States Department of Housing and Urban Development (HUD) through HUD's Community Development Program. The funds allocated to the City are Community Development Block Grant (CDBG) and Home Investment Partnerships (HOME) funds. These funds are provided for programs and activities that benefit low-income persons and households. The City develops a five-year strategic plan called a Consolidated Plan (ConPlan), which identifies housing and community needs of low-income persons within the City,identifies and prioritizes resources to address those needs, and establishes annual goals and objectives to measure performance. The current ConPlan was approved by the City Council on May 12, 2020.

During each year of the five-year ConPlan cycle, the City prepares an Annual Action Plan. The Annual Action Plan provides a summary of the projects, activities, and the specific federal and non-federal resources that will be allocated to address the priority needs and specific goals identified in the ConPlan. The 2023-2024 Annual Action Plan was approved by the City Council on May 9, 2023.

At the end of each program year, the City reports its progress and accomplishments to HUD. This year-end report is called the Consolidated Annual Performance and Evaluation Report (CAPER). This 2023 CAPER reports on the 2023-2024 Program Year; the fourth year of the current ConPlan cycle.

DISCUSSION
The 2023 CAPER, following a format established by HUD, summarizes the City's HUD program accomplishments during the program year, the number of beneficiaries, and the resources used to complete the specified activities and projects. The major accomplishments include, but are not limited to, the following highlighted below.

Tenant Based Rental Assistance (TBRA). TBRA provided rental and deposit assistance to homeless households or those at risk of becoming homeless with incomes at or below 60% of the Area Median Income (AMI). A total of 27 households were assisted, comprising 38 adults and 38 children. Case management services were also provided and funded through City special revenue funds. *Funds spent: $436,960 (HOME), and $237,406 (City Affordable Housing Funds and City*

Housing Successor Funds), totaling $674,366.

Public Services & Homelessness Services. CDBG, HOME ARP, and local funds were awarded to fund 14 different public service activities such as meals, legal services, senior care, landlord and tenant mediation, case management services, homelessness prevention, fair housing, housing assistance to low-income residents, mobile shower and laundry for unhoused residents, and support for survivors of domestic violence. Approximately 2,761 people benefited from these services*. Funds spent: $171,586 (CDBG), $92,197 General Fund, $110,000 (City Housing Successor Funds), $65,000 (City Affordable Housing Funds), and $27,767 (HOME ARP) totaling $466,550.*

Capital Improvement Projects. 13 households benefited from capital improvements through the City's Neighborhood Conservation and Improvement Program and Rebuilding Together Silicon Valley's Minor Home Repair Program. Together, these programs assist homeowners to rehabilitate their homes by addressing building/housing code deficiencies, abatement of hazardous conditions, and accessibility needs. *Funds Spent: $88,963 (NCIP CDBG Funds) and $124,047 (Rebuilding Together CDBG Funds), totaling $213,010.*

ENVIRONMENTAL REVIEW

The action being considered does not constitute a "project" within the meaning of the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15378(b)(5) in that it is a governmental organizational or administrative activity that will not result in direct or indirect changes in the environment.

FISCAL IMPACT

There is no cost to the City other than administrative staff time and expense to produce the 2023-2024 CAPER.

COORDINATION

This report has been coordinated with the Finance Department and City Attorney's Office.

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email clerk@santaclaraca.gov or at the public information desk at any City of Santa Clara

A public notice announcing the availability of the CAPER for review and the start of the 15-day public review period was published in the Santa Clara Weekly on September 4, 2024. The public review period runs from September 4 - September 24, 2024 and provides the public the opportunity to review and comment on the CAPER prior to HUD submission. Comments received during the public review period will be incorporated into the final version of the CAPER.

ALTERNATIVES

1. No Action. Should the Council choose to not take action, HUD may withhold future funding until the CAPER is submitted.

RECOMMENDATION

1. Approve the 2023-2024 Consolidated Annual Performance and Evaluation Report (Attachment 1) and authorize the City Manager, or his designee, to execute the documents for submission to the U.S. Department of Housing and Urban Development (HUD) by September 27, 2024 unless otherwise directed by HUD.

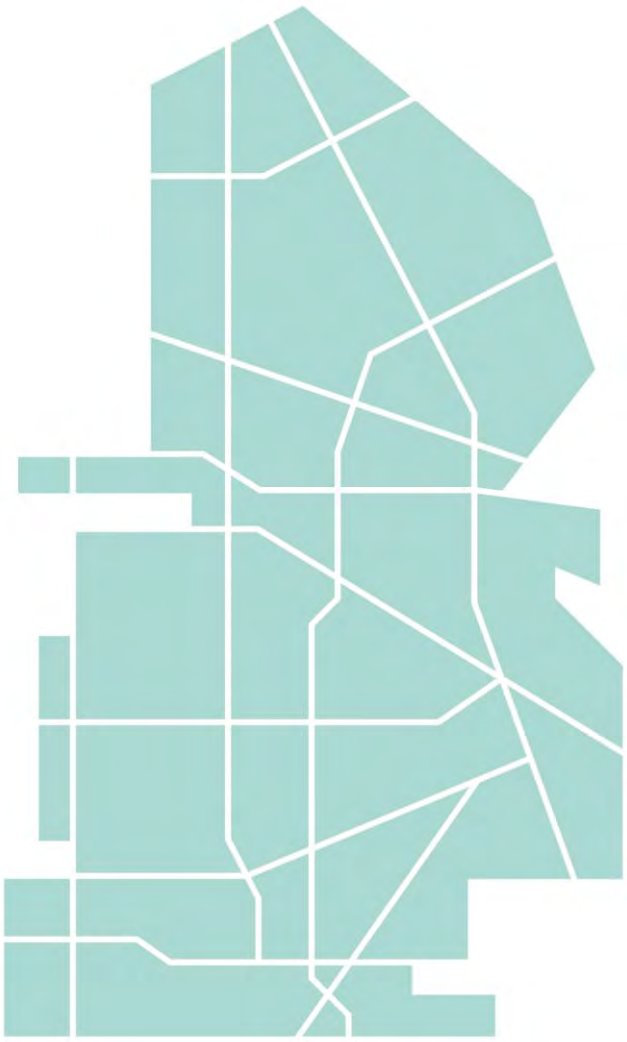
2. Direct staff to incorporate all public comments into the final version to be submitted to HUD on or before September 27, 2024.

Reviewed by: Reena Brilliot, Acting Director of Community Development
Approved by: Jovan D. Grogan, City Manager

ATTACHMENTS

1. 2023-2024 Consolidated Annual Performance Evaluation Report (CAPER)

City of Santa Clara



CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT (CAPER)

Program Year 2023-2024

Prepared by:
Housing & Community Services
1500 Warburton Ave.
Santa Clara, CA 95050

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Overview

The City of Santa Clara receives entitlement funds from the United States Department of Housing and Urban Development (HUD) through HUD's Community Planning and Development (CPD) program. The funds allocated to the City are Community Development Block Grant (CDBG) and Home Investment Partnerships (HOME) funds. These funds are provided for programs and activities that benefit low-income persons and households. The City develops a 5- year strategic plan called a Consolidated Plan (ConPlan) which identifies housing and community needs of low-income persons within the City, identifies and prioritizes resources to address those needs, and establishes annual goals and objectives to measure performance. The ConPlan was approved by council on May 12, 2020.

During the 5-year ConPlan cycle, the City develops Annual Action Plans for each year. The Annual Action Plan provides a summary of the projects, activities, and the specific federal and non-federal resources that will be allocated to address the priority needs and specific goals identified in the ConPlan. The 2023-2024 Annual Action Plan was approved by the City Council on May 9, 2023.

At the end of each program year, the City reports on its progress and accomplishments. This year-end report is called the Consolidated Annual Performance and Evaluation Report (CAPER). This 2023 CAPER reports on activities performed during the 2023-2024 Program Year; the fourth year of the 2020-2025 ConPlan cycle.

CR-05 Goals and Outcomes – 91.520(a)

Progress the jurisdiction has made in carrying out its strategic plan and its action plan. 91.520(a)

Program Year 2023 is year four of the 2020-2025 ConPlan. Data in Table 1 highlights key accomplishments and shows progress towards the ConPlan goals. Results for activities funded with local funds are noted in this narrative rather than the table. A summary of each ConPlan goal are:

Affordable Housing Goal – The ConPlan has a 5-year goal of assisting 420 households. The Goal Outcome Indicators stated in the ConPlan that make up the 420 households are:

> 215 households receiving homeowner rehabilitations through the Neighborhood Conservation Improvement Program (NCIP) and the minor repair program.
>
> 5 rental units rehabilitated.
>
> 200 households to receive Tenant Based Rental Assistance (TBRA).

For Program Year 2023, the progress towards the Affordable Housing goal is:

NCIP. One large scale rehabilitation project was completed with NCIP loans. **Funds Spent (approx.): $88,963 was drawn in FY22/23 from IDIS activity #1057 (CDBG).**

Minor Repair Rehabilitation. 12 minor repair projects received grants through Rebuilding Together Silicon Valley. **Funds Spent (approx.): $124,047 (CDBG).**

Tenant Based Rental Assistance (TBRA). TBRA provided rental and deposit assistance to homeless households or those at risk of becoming homeless with incomes at or below 60% of the Area Median Income (AMI). 27 households were assisted that comprise of 38 adults and 38 children. Case management services were also provided and funded through City special revenue funds. **Funds spent (approx.): $436,930 ($256,200 was drawn in FY23/24 and $180,730 was drawn in FY24/25, but it was for program year 2023-2024) (HOME).**

Homelessness Goal – The ConPlan has a 5-year goal of assisting 515 people with Homelessness Prevention and Case Management services. The Goal Outcome Indicators that make up the 515 households are:

315 households to receive homeless prevention services for domestic violence survivors.

200 homeless households to receive case management services funded with local funds.

For Program Year 2023, the progress towards the ConPlan goal of Homelessness is:

Next Door Solutions. 72 households affected by domestic violence received services, exceeding the annual goal of 69 households. **Funds Spent: $27,767 (HOME-ARP).**

County Homeless Prevention and Intensive Case Management Program. 504 Santa Clara affiliated individuals received homelessness prevention services and 178 homeless households were enrolled in case management services. **Funds Spent: $175,000 (Local funds).**

TBRA Case Management. 27 TBRA households received case management services. **Funds Spent: $237,406 (Local funds).**

Public Services Goal – The ConPlan has a 5-year goal of assisting 10,020 persons through various Public Services.

For Program Year 2023, the progress towards the ConPlan goal of 10,020 persons are:

691 households received a variety of public services from six non-profit agencies. **Funds spent: $171,586 (CDBG).**

1,494 persons received a variety of public services from non-profit agencies funded with local dollars. **Funds spent: $92,197 (Local)**

Fair Housing – The ConPlan has a 5-year goal of assisting 150 households assisted with Fair Housing services.

For Program Year 2023, 31 households received assistance. **Funds spent: $22,197 (HOME).**

Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(g)

Table 1 provides numeric detail on activities completed in Program Year 2023, and progress made toward meeting the ConPlan goals and objectives. Although some of the public service agencies did not meet their annual goal, the City is still on pace to meet its overall five-year goals.

Table1 (CR-05) – Accomplishments – Program Year & ConPlan to Date

Goal	Category	Source and Amount	Indicator	Unit of Measure	Expected 2020-2025 Strategic Plan	Actual 2020-2025 Strategic Plan	Percent Complete of 5-year Goal	Expected PY 2023	Actual PY 2023	Percent Complete PY 2023
Admin.	Other – Admin. of CDBG & HOME	HOME: $39,413.42 CDBG: $272,673.65	Other	Other	0	0	0%	0	0	0%
Affordable Housing	Affordable Housing	CDBG: $192,743.04	Homeowner Housing Rehabilitated	Household Housing Unit	215	55	25.58%	45	13	28.89%
		HOME: $390,138.51	Rental units rehabilitated	Household Housing Unit	5	0	0%	1	0	0%
			TBRA/Rapid Rehousing	Households Assisted	200	153	76.50%	30	27	90%
Fair Housing	Affordable Housing Non-Homeless Special Needs	HOME: $22,197	Public service activities other than Low/Moderate Income Housing Benefit	Households Assisted	150	106	71%	30	31	103%
Homeless	Homeless	HOME-ARP: $30,000	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	315	214	67.94%	72	72	100%
	Homeless County Case Mgt. & Homeless Prevention	CHSF: $249,989.49 CAHF: $272,416.41	Homelessness Prevention	Persons Assisted	200	1,031	507%	595	1,329	223%
Public Facility Impr.	Public Facilities	CDBG: $163,950	Public Facility or infrastructure activities other than low/mod income housing benefit	Households Assisted	150	0	0%	0	0	0%
Public Services	Non-Homeless Special Needs	CDBG: $171,586 *Nonprofit agencies*	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	7,045	3,621	51.40%	770	691	89.74%
	Non-Homeless Special Needs	General Fund $95,264	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	2975	4,847	163%	1,380	1,329	96.30%
	Non-Homeless Special Needs	General Funds: $0	Public service activities Low/Moderate Income Housing Benefit (ERAP)	Households Assisted	250	261	104%	0	0	0%

Assess how the jurisdiction's use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan, giving special attention to the highest priority activities identified.

The ConPlan describes the following priorities and objectives in order to guide programmatic decisions and resource allocation:

Affordable Housing: Support affordable housing for low-income and special needs households. This includes funding new affordable housing developments, rent subsidies, and rehabilitation of single and multi-family housing.

There are four housing problems that are measured by ACS Comprehensive Housing Affordability Strategy (CHAS) data that give a glimpse into the conditions of households:

1) Incomplete kitchen facilities;

2) Incomplete plumbing facilities;

3) More than 1 person per room; and,

4) Cost Burden. The ratio of housing costs to household income.

   A. Cost Burden of greater than 30% and less than 50%.

   B. Severe Cost Burden of greater than 50%.

According to 2016-2020 CHAS data, 17,505 of the 44,200 households in Santa Clara (or 39.70%) experience at least one of the four Housing Problems. Further, 18.24% of households have a housing cost burden greater than 30% but less than 50%, and 14.85% experience severe cost burden in which their housing expenses exceed 50% of their income. Taking into consideration those two data points, one third of all Santa Clara households have a housing cost burden greater than 30%.

The CDBG-funded **Neighborhood Conservation and Improvement Program (NCIP)** continued to see low interest coming out of the pandemic. In preparation for the 2023-2024 program year, the City increased its marketing of the NCIP program. The City has also advertised the program to contractors to increase the pool of contractors for the program. Currently, there are two NICP projects under construction and approximately ten people on the waitlist. Rebuilding Together Silicon Valley has also increased their program's advertising and is seeing more applicants.

The HOME-funded **Tenant Based Rental Assistance (TBRA) program** addresses the goal of Affordable Housing. The TBRA program assisted 27 households with rental subsidies, and used local funds to provide the households with case management. The households were comprised of 38 adults and 38 children (72 people).

Public Services: Several non-profit partners provide services to the Santa Clara low-income residents. Most agencies have returned to pre-pandemic service numbers. The agencies serve at risk youth, seniors, adults with developmental disabilities, and the homeless population. The City also infuses local funds to fund some public services which helps to stretch HUD funding.

Homelessness: Next Door Solutions to Domestic Violence, funded through HOME-ARP funds, provides services to those impacted by domestic violence. The agency assisted 72 persons during the program year. The City also uses local funds to provide funding to the County of Santa Clara's Office of Supportive Housing to administer case management services to 20 homeless households and provides Homeless Prevention services. The City uses non-federal funds to support weekly mobile shower and laundry services in partnership with WeHope.

Fair Housing: The City used HOME funds to fund Project Sentinel, a non-profit agency, that promotes Fair Housing choice through funding education, counseling, advocacy, investigation, conciliation, and enforcement of Fair Housing regulations. 31 households were assisted.

Capital Improvement Projects: The City currently has five capital improvement projects under contract. The projects consist of elevator repairs to an affordable housing project and a non-profit facility, rehabilitation to affordable housing units, rehabilitation to a facility which houses adults with developmental disabilities, and electrical upgrades to an affordable housing complex. Results of these projects will appear in future CAPERS.

CR-10 Racial and Ethnic Composition of (persons/households /families) Assisted

Describe the families assisted (including the racial and ethnic status of families assisted). 91.520(a)

	CDBG	HOME	LOCAL
White	399	79	104
Black or African American	43	13	21
Asian	173	16	58
American Indian/Alaska Native	17	0	0
Native Hawaiian or Other Pacific Islander	5	0	0
Asian & White	10	0	0
Black/African American & White	3	0	0
American Indian/Alaska Native & White	8	5	0
Other Multi-Racial	46	17	35
Total	**704**	**130**	**218**
Hispanic	155	76	23
Not Hispanic	549	54	195

Table 2 (CR-10) – Table of assistance to racial and ethnic populations by source of funds

Narrative

The City's population is 131,062. The two largest demographics are White (34.8%) and Asian (47.2%). The two largest demographics of beneficiaries are also White (56.7%) and Asian (24.6%). Of all beneficiaries, 27.7% identified as Hispanic while 15.3% of the overall City population identifies as Hispanic. *Data derived from the United States Census.*

NOTE: IDIS did not have space for other demographics AND other funding sources that were identified. See added table for a more detailed account of participant and demographic data.

CR-15 Resources and Investments – 91.520(a)

Identify the resources made available

Source of Funds	Source	Resources Made Available	Amount Expended During Program Year
CDBG	CDBG Allocation and Program Income	$2,185,670	$509,860.76
HOME	HOME Allocation and Program Income	$881,000	$440,551.93
HOME-ARP	HOME – American Rescue Program	$50,000	$49,361.79
Gen. Fund	General Fund	$95,264	$95,264.00
Other	City Affordable Housing Fund	$225,697	$162,416.41
Other	City Housing Successor Fund	$250,000	$249,989.49

Table 1 - Resources Made Available

Narrative

The City of Santa Clara used CDBG, HOME funds, and local funds to carry out the objectives identified in the 5-Year ConPlan. These activities were performed throughout the City, with no directed geographic concentration of resources.

CDBG: CDBG resources that were available in Program Year 2023 totaled $2,185,670. $192,743.04 was used for homeowner rehabilitation activities (i.e., Rebuilding Together Silicon Valley, NCIP and project delivery costs) which addressed the Goal Outcome Indicator of Affordable Housing. $171,586 was used for Public Services such as youth and senior services which addressed the Goal Outcome Indicator of Public Services. $272,673.65 was used for Administration.

HOME: HOME resources that were available in Program Year 2023 totaled $881,000. $390,138.51 was used for Tenant Based Rental Assistance Program Goal Outcome Indicator of Affordable Housing. $11,000 was used for Fair Housing Services.

HOME-ARP: $49,361.79 was drawn. $21,594.94 was spent on the administration of HOME-ARP activities, and $27,766.84 was spent on Homelessness Services.

GENERAL FUNDS: General Fund resources that were available in Program Year 2023 for public services totaled $95,264. All funds were dispersed.

CITY AFFORDABLE HOUSING FUND (CAHF): CAHF resources that were available in Program Year 2023 totaled $225,697. $162,416.41 was spent to address the ConPlan Goal Outcome Indicator of Homelessness through case management services.

CITY HOUSING SUCCESSOR FUND (CHSF): CHSF resources that were available in Program Year 2023 totaled $250,000. $249,989.49 was used to address the ConPlan Goal Outcome Indicator of Homelessness through case management services for TBRA participants and the County's homeless prevention program and intensive case management.

Identify the geographic distribution and location of investments:

Target Area	Planned % of Allocation	Actual % of Allocation	Narrative Description
Citywide	100	100	Service area

Table 2 – Identify the geographic distribution and location of investments

Narrative

All activities and programs were open to all low-income residents in the City of Santa Clara.

Leveraging:

Explain how federal funds leveraged additional resources (private, state and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the plan.

Fiscal Year Summary – HOME Match	
1. Excess match from prior Federal fiscal year	$7,247,369.57
2. Match contributed during current Federal fiscal year	$130,954.24
3. Total match available for current Federal fiscal year (Line 1 plus Line 2)	$7,378,323.81
4. Match liability for current Federal fiscal year	$81,349.89
5. Excess match carried over to next Federal fiscal year (Line 3 minus Line 4)	$7,296,973.92

Table 3 – Fiscal Year Summary - HOME Match Report

The PR-33 (HOME Matching Liability Report) shows the required match contribution to be $81,349.89. The City met its match requirement through the exemption of property taxes and carry-over match from prior program years. Further, the City was able to use local funds of to pay for case management services for TBRA clients. Locally funded case management services for our TBRA clients have resulted in a more comprehensive and successful program for our previously homeless families. Lastly, CDBG funds are leveraged private funds from our nonprofits to allow for more beneficiaries served.

The City has used public lands to address ConPlan goals. Some projects are in the construction phase while others are still in the planning stages.

Match Contribution for the Federal Fiscal Year								
Project No. or other ID	**Date of Contribution**	**Cash (non-Federal sources)**	**Foregone Taxes, Fees, Charges**	**Appraised Land/Real Property**	**Required Infrastructure**	**Site Preparation, Construction Materials**	**Bond**	**Total Match**
#10 - Liberty Tower	04/10/2024	0	$54,410.29	0	0	0	0	$54,410.29
#20 - BWC Jackson St.	04/10/2024	0	$13,946.81	0	0	0	0	$13,946.81
#21 - SC Senior Homes	04/10/2024		$9,831.97	0	0	0	0	$9,831.97
#210 - BWC Main St.	04/10/2024	0	$7,273.36	0	0	0	0	$7,273.36
#254 - De La Cruz	04/10/2024	0	$11,547.83	0	0	0	0	$11,547.83
#326 - Briarwood	04/10/2024	0	$12,278.62	0	0	0	0	$12,278.62
#639 - Cypress	04/10/2024	0	$11,426.64	0	0	0	0	$11,426.64
HUD funded - Shafer House	04/10/2024	0	$10,238.71	0	0	0	0	$10,238.71

Table 4 - Match Contribution for the Federal Fiscal Year

HOME Program Income

Program Income – Enter the program amounts for the reporting period				
Balance on hand at beginning of reporting period $	**Amount received during reporting period $**	**Total amount expended during reporting period $**	**Amount expended for TBRA $**	**Balance on hand at end of reporting period $**
$175,424.66	$50,369.02	$17,886.45	$9,291.71	$207,907.23

Table 5 – Program Income

HOME MBE/WBE report

Minority Business Enterprises and Women Business Enterprises – Indicate the number and dollar value of contracts for HOME projects completed during the reporting period						
	Total	**Minority Business Enterprises**				**White Non-Hispanic**
		Alaskan Native or American Indian	**Asian or Pacific Islander**	**Black Non-Hispanic**	**Hispanic**	
Contracts						
Number	0					
Dollar Amount	0	0	0	0	0	0
Sub-Contracts						
Number						
Dollar Amount						
	Total	**Women Business Enterprise**	**Male**			
Contracts						
Number	0	0	0			
Dollar Amount	0	0	0			
Sub-Contracts						
Number						
Dollar Amount						

Table 6 - Minority Business and Women Business Enterprises

Minority Owners of Rental Property – Indicate the number of HOME assisted rental property owners and the total amount of HOME funds in these rental properties assisted						
	Total	**Minority Property Owners**				**White Non-Hispanic**
		Alaskan Native or American Indian	**Asian or Pacific Islander**	**Black Non-Hispanic**	**Hispanic**	
Number	**0**					
Dollar Amount	**0**					

Table 7 – Minority Owners of Rental Property

Relocation and Real Property Acquisition – Indicate the number of persons displaced, the cost of relocation payments, the number of parcels acquired, and the cost of acquisition		
Parcels Acquired	**0**	
Businesses Displaced	**0**	
Nonprofit Organizations Displaced	**0**	
Households Temporarily Relocated, not Displaced	**0**	

Households Displaced	**Total**	**Minority Property Enterprises**				**White Non-Hispanic**
		Alaskan Native or American Indian	**Asian or Pacific Islander**	**Black Non-Hispanic**	**Hispanic**	
Number	**0**					
Cost	**0**					

Table 8 – Relocation and Real Property Acquisition

CR-20 Affordable Housing – 91.520(b)

Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate-income, and middle-income persons served.

	One-Year Goal	Actual
Number of Homeless households to be provided affordable housing units	30	27
Number of Non-Homeless households to be provided affordable housing units	15	12
Number of Special-Needs households to be provided affordable housing units	0	0
Total	**45**	**39**

Table 9 – Number of Households

	One-Year Goal	Actual
Number of households supported through Rental Assistance	30	27
Number of households supported through The Production of New Units	0	0
Number of households supported through Rehab of Existing Units	15	12
Number of households supported through Acquisition of Existing Units	0	0
Total	**45**	**39**

Table 10 – Number of Households Supported

Discuss the difference between goals and outcomes and problems encountered in meeting these goals.

Homeless households to be provided affordable housing units. The City had a goal of 30 households to be assisted through its TBRA program and assisted 27. Larger household sizes and new households entering the program requiring deposit assistance have resulted in a lower number of households assisted. Most households require an extra year of assistance. This results in the program halting new entrants when the program number reaches approximately 25 households. This is required so that the program does not run out of funding while participants are still under lease requirements.

Number of Non-Homeless households to be provided affordable housing units. The City anticipated assisting 15 households through its NCIP and Minor Repair (Rebuilding Together Silicon Valley) programs. The City assisted 12 households. It would have assisted 13, but one of the NCIP projects is still under construction.

Discuss how these outcomes will impact future annual action plans.

The TBRA goals will likely be reduced to 20 households. The City doesn't anticipate any increases in program income from year to year, and the HOME entitlement amount has experienced a couple of reductions from year to year over the past ConPlan cycle. The NCIP and Minor Repair numbers will likely increase. This is due to the City ramping back up its efforts in marketing the NCIP program and hiring a housing inspector.

Include the number of extremely low-income, low-income, and moderate-income persons served by each activity where information on income by family size is required to determine the eligibility of the activity.

	CDBG		HOME	
Income Levels	**Owner Occupied**	**Renter Occupied**	**Owner Occupied**	**Renter Occupied**
Extremely Low (<=30%)	5	0	0	27
Low (>30% and <=50%)	5	0	0	0
Mod (>50% and <=80%)	2	0	0	0
Total Low-Mod	**12**	**0**	**0**	**27**
Non Low-Mod (>80%)	0	0	0	0
Total Beneficiaries	**12**	**0**	**0**	**27**

Table 11 – Number of Households Served

Narrative Information

This table displays the number of households assisted at each income level that received housing assistance during the program year. All renter data is from the TBRA program, while owner data is from our NCIP and Minor Repair programs.

CR-25 Homeless and Other Special Needs – 91.220(d, e); 91.320(d, e); 91.520(c)

Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through: Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The City of Santa Clara has endorsed the regional Community Plan to End Homelessness, which serves as the roadmap for ending homelessness across Santa Clara County. The City conducted a Homelessness Taskforce and outreach process in summer/fall 2022 and drafted a local homelessness response plan to guide city efforts and to address local needs. In partnership with WeHope, the City has continued to fund a weekly mobile shower and laundry service since Spring of 2022. The service also provides linkages to other services. For the 2023 PY, the service served 165 clients with showers and/or laundry. The Santa Clara Police Department's Community Response Team also continues to contact unhoused individuals on a daily basis, offering connections to emergency shelter and services.

Addressing the emergency shelter and transitional housing needs of homeless persons

Interim Housing Solutions:

Congregate Shelter: Bill Wilson operates a runaway shelter in Santa Clara for homeless youth. This shelter has 20 beds.

Domestic Violence Shelter: The City spent $27,767 of HOME-ARP funds to Next Door Solutions for case management and support services for residents of HomeSafe Santa Clara, an affordable transitional housing property for survivors of domestic violence, serving 50-70 individuals depending on household sizes.

Non-congregate Shelter: Bill Wilson Center manages 15 transitional living group homes (5-6 bedrooms each) where they place homeless youth and help persons transitioning out of the foster care system. In collaboration with Santa Clara County and CISCO, the Western Motel on El Camino Real was renovated and repurposed as a Transitional Housing Program. Now known as Covenant House California, it is a full-service housing program site for up to 30 people, ages 18-24, that are transitioning out of the foster care system.

Resources from Community Development and the County renovated the "Bella Vista Inn" and opened 64 units of interim housing in early 2023. This site operates as interim housing for approximately two years before it will expand with a second building and convert into permanent supportive housing.

Outreach: The Santa Clara Police Department Community Response Team conducts regular street outreach and performs crisis intervention. The team works with Abode Services and maintains a list of homeless and unsheltered individuals considered to be the City's most vulnerable to incidences of both personal and public safety and makes referrals to the County based on this list.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); and, receiving assistance from agencies that address housing, health, social services, employment, education, or youth needs

Tenant Based Rental Assistance: 20-25 households receive assistance annually at a cost of roughly $800,000. Although the majority of TBRA participants come from the County's Coordinated Assessment Queue and are homeless prior to entering the program, there are some that fall under the category of being "at risk" of being homeless. The City does not have a specific program for assisting those discharged from publicly funded institutions and systems of care. The County of Santa Clara Office of Supportive Housing takes the lead to assist clients in this category and the City coordinates with the County to receive referrals to our locally funded TBRA program that assists individuals that have a high use of police and/or hospital resources. Those exiting such facilities are assessed and placed into the County's Coordinated Assessment list based on their housing need.

Foster Care & Transition: The Bill Wilson Center, which specializes in young adults exiting the foster care system. Bill Wilson can refer some of their clients to the TBRA program in order to prevent them from possibly becoming homeless as they exit the foster care system.

In June 2023, Santa Clara City Council approved a $250,000 two-year Agreement for the **Santa Clara County Permanent Supportive Housing Program** and $100,000 for the **Homeless Prevention Program**. The County of Santa Clara provides case management on an ongoing basis for up to 20 homeless and chronically homeless individuals. Additionally, under the Agreement, the County provides housing subsidies at no additional cost to the City of Santa Clara. To further the goal of ending homelessness in Santa Clara, **County's Homeless Prevention Program** is a countywide initiative in which several jurisdictions participate to provide eligible households with emergency assistance such as rent, security deposits, food, work related transportation, medical assistance, and utilities assistance to prevent homelessness. In this program year, 504 Santa Clara residents were assisted by the County's HPP program.

April 2021: The City approved a loan agreement with Allied Housing for a $4,000,000 loan to Support the Construction of 80 Affordable Housing Units, 39 of these units were set aside for formerly chronically homeless senior (55+) residents. The project is now complete and fully leased up.

May 2021: Calabazas Community Affordable Apartments has completed construction and is now occupied and has closed on permanent financing. The Calabazas Apartments provides 144 units of affordable housing including 80 units of supportive housing at 3311 Kifer Road.

June 2023: Closed financing on Agrihood by Core companies, a $250 million mixed-use development on city-owned land, which includes 108 units at 30% AMI or lower. The project is now complete, fully leased and has closed on permanent financing.

April 2022: In spring 2022, the City closed a loan with Freebird Development for $6.5M to support the construction of 64 affordable housing units, 16 of which will be set aside for persons with developmental disabilities. The project is located at 2330 Monroe Street and is now complete and fully leased up. The project will close on permanent financing in 2024.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again.

The TBRA program assists homeless households with an emphasis on assisting families with children. Participants receive locally funded case management services. The goal is to reduce their housing costs for the time they are in the program and get them on affordable housing development lists, improve their credit, get out of debt, and develop a history of tenancy. The goal is for the participants to transition to an affordable unit, or to get to a point where they can afford their current rent. 27 households received assistance through the TBRA program.

CR-30 Public Housing – 91.220(h); 91.320(j)

Actions taken to address the needs of public housing

The Santa Clara County Housing Authority (SCCHA) takes the lead in the creation of Public Housing through their Moving to Work (MTW) program. Planned New and Existing Project Based Vouchers (PBVs) in the City of Santa Clara include:

Property Name	# PBVs	Description of Project
2275 Ellena Drive	1	Family project consisting of 4 two-bedroom units; 1 PBV
2287 Pasetta Drive	1	Family project consisting of 4 two-bedroom units; 1 PBV
Agrihood Senior Apartments	54	Under construction. Senior project consisting of 165 units. 108 of the units will be affordable, and of those 54 will be PBVs
Calabazas	80	Under construction family project consisting of 136 units. 80 PBVs will support the project, directed toward the homeless and those with special needs
Eklund Gardens I	10	Family project consisting of 10 2- bedroom units. PBV units are for families
Eklund Gardens II	6	Family project consisting of 6 3- bedroom units. PBV units are for families.
Monroe Street	8	New construction project consisting of 65 total units. 8 family units will be supported with PBVs
Homestead SROs	4	Senior project consisting of 4 SRO units. PBV units are for persons aged 60 years and over
Kifer Senior	33	New construction project consisting of 80 total units. 33 MTW PBVs will support units for the chronically homeless and 8 HUD-VASH PBVs will support units for veterans.
Westwood Ambassador	10	10 PBV units for former Moderate Income. Rehab project.
Total	**207**	

SCCHA reopened their Federal MTW Housing Choice Voucher list as an “always-open” Interest List. This allows individuals to add themselves to the list at any time and/or update their information.

Actions taken to encourage public housing residents to become more involved in management and participate in homeownership

When federal funds are used to develop or rehabilitate low-income units, the City requires that the developer make efforts to obtain input from low-income residents on the management of the development. The City also has a Below Market Purchase program. Case managers for the TBRA program are aware of the BMP program and encourage their clients to apply.

Actions taken to provide assistance to troubled PHAs

SCCHA is not a troubled PHA.

CR-35 Other Actions – 91.220(j)-(k); 91.320(i)-(j)

Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment. 91.220 (j); 91.320 (i)

The Advance Planning Team is scheduled to complete several significant efforts. All these projects include Council Study Sessions and robust community outreach.

Zoning Ordinance update. The update began in January 2018 and an updated zoning ordinance was adopted in spring of 2024.

2023-2030 Housing Element Update. Staff has begun work on the next 8-year cycle update to the City's General Plan Housing Element in accordance with State Law. The preliminary Regional Housing Needs Allocation (RHNA) for Santa Clara is approximately 12,000 units, including approximately 7,000 affordable units, a significant increase (3x) the City's prior allocation. The City adopted the new Housing Element plan in spring of 2024 and the State has since certified it.

Permit System Replacement. The Community Development Department lead a multi-department effort to replace its 20-year-old permit tracking system. The upgraded system (Accela) enables a more streamlined permit process, including the ability to submit application online through the Permitting Online Portal. The system was put into operation in August 2021.

Freedom Circle Focus Area. The City established a new General Plan Focus Area that supports a future development capacity for up to 3,600 new dwelling units and 2 million square feet of office development. This project also included a private development proposal that was approved for a mixed-use development project on a 13.3 acre site within the Freedom Circle Focus Plan area, that consists of up to 1,100 residential units, up to 2,000 square feet of commercial space, and a 2-acre public park.

Downtown Precise Plan. On December 5, 2023, the City of Santa Clara City Council Adopted the Downtown Precise Plan and Form Based Zoning Code to implement the community's vision and objectives for a vibrant, pedestrian-oriented destination Downtown with a mix of residential, office, and civic uses. The Form Based Code will provide objective design standards to regulate new development within the historic 25-acre downtown area. The Precise Plan allows for a greater intensity of development over what was in the General Plan with a capacity of up to 1,071 residential units, 531,720 square feet of office space, 197,900 square feet of commercial/retail space, and 44,300 square feet of public space.

Actions taken to address obstacles to meeting underserved needs. 91.220(k); 91.320(j)

In line with one of the objectives set forth by the Housing Element (2014) of the General Plan, the City of Santa Clara adopted a new Affordable Housing Ordinance, including residential and nonresidential mitigation impact fees (in line with the results of the Affordable Housing Nexus Study). The revenue from the adopted fees is a new source of local affordable housing funds not available since the closure of redevelopment agencies back in 2012.

The City also partnered with Santa Clara County's Office of Supportive Housing, LifeMoves and the Sobrato Foundation to apply for a state Homekey grant to build interim housing for unhoused families. To date the state funding has not been awarded.

In the Summer of 2022, the City also convened a Homelessness Taskforce. The taskforce included residents from each council district, persons with lived experience of homelessness, and nonprofit agency staff. The Taskforce advised on a local plan to address homelessness. A draft of this Plan was presented to City Council.

Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)

All housing rehabilitated receives a lead assessment to determine level of lead mitigation. Based on the results of the assessments, mitigation measures are included in the scope of work. TBRA clients receive the lead pamphlet information.

Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)

The Tenant Based Rental Assistance (TBRA) program fosters self-sufficiency so that the participating households would eventually be able to afford permanent housing without subsidies. Part of the case management services Abode Services and Bill Wilson Center provides to participants to help them transition to a more stable housing situation include:

- Employment and training resources
- Benefit application assistance and advocacy
- Behavioral health services (i.e. mental health and substance abuse)
- Credit counseling and repair services

Actions taken to develop institutional structure. 91.220(k); 91.320(j)

City staff continues to participate in discussion and development of common strategies to address the housing and community needs in Santa Clara County with other local jurisdictions regarding CDBG, HOME and other housing programs. Meetings take place on a monthly basis to address pressing issues or news pertaining to local funding such as the use of the County-wide Measure A funds and collaborations for county-wide reports. Trainings and webinars are used to keep staff up to date with regulator changes. City staff also meets with HUD staff on a quarterly basis.

Actions taken to enhance coordination between public and private housing and social service agencies. 91.220(k); 91.320(j)

The Santa Clara City Council, in response to a request from the Cities Association of Santa Clara County for support in regional coordination towards addressing homelessness and the housing needs of our communities, adopted a resolution to endorse the Community Plan to End Homelessness in the County of Santa Clara. Destination: Home, a Supporting Organization of the Health Trust, is a public-private partnership implementing collective impact strategies to end homelessness in Santa Clara County. Its mission is to drive and align resources to create permanent housing and sustainable support systems built for the long term. The organization is improving how systems work together to end homelessness, as well as protect individuals and families at risk of becoming homeless.

The Destination: Home Board also serves as the governing body of the county-wide "Continuum of Care" (CoC), which is a county-wide entity required by HUD to enable local housing and services providers to apply for HUD grants for various homeless assistance programs.

The Community Plan to End Homelessness is based on three central strategies:

1. Disrupt the System: Develop strategies and innovative prototypes that transform the systems related to housing homeless people.

2. Build the Solution: Secure the funding needed to provide 6,000 housing opportunities with services for those who are homeless and those at risk of homelessness.

3. Serve the Person: Adopt an approach that recognizes the need for client-entered strategies with different response for different levels of need and different groups, targeting resources to the specific individual or household.

Much of the effort described in the Community Plan relates to the work of various county agencies that provide health care, housing, social services, corrections, and related services. Participating cities will most likely be involved with Build the Solution strategy, which relates to development of affordable housing units through various methods. Such methods include development of new permanent supportive housing (PSH) units, rehabilitation or retrofitting of existing housing or other structures (e.g., motels) into new affordable units, and use of long-term subsidies such as rental vouchers to make existing market-rate or affordable housing more affordable for homeless or at-risk households.

The City has already funded and implemented efforts related to “Building the Solution” including the TBRA program for homeless and at-risk households, and supportive housing projects such as Homesafe Santa Clara, Sobrato Family Living Center, Bill Wilson Center and Silicon Valley Independent Living Center. In addition, the City has provided assistance to a number of local agencies that operate programs serving the homeless that are consistent with the, "Serve the Person" strategy, such as Next Door Solutions to Domestic Violence, Support Network for Battered Women, HomeFirst (formerly Emergency Housing Consortium), LifeMoves (formerly Innvision), and Project Sentinel. The City has also provided the County of Santa Clara with $200,000 in funding to address homelessness prevention.

Identify actions taken to overcome the effects of any impediments identified in the jurisdiction analysis of impediments to fair housing choice. 91.520(a)

The City funds fair housing education, investigation, enforcement and outreach through our nonprofit partner Project Sentinel. Project Sentinel provides comprehensive fair housing services including investigation, counseling, referral and education, designed to reduce the incidence of illegal discrimination in housing. The agency assisted 31 individuals during the program year, and conducted landlord/tenant mediation assisting 106 households.

The City has completed its Housing Element which analyzed contributing factors for housing challenges and proposed actions to Affirmatively Further Fair Housing. The Housing Element includes data from Santa Clara County's regional Assessment of Fair Housing process.

CR-40 Monitoring – 91.220 (d,e); 91.520

Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

The City completes desk audits of subrecipients for every invoice submitted, and Public Service agencies are required to submit semi-annual reports on their service activities. The City also has procedures in place to monitor subrecipients on-site.

The City has policies and procedures in place to move forward with capital projects. Procedures include an open and competitive bidding process, a request for Section 3 and MBE/WBE entities to apply, Davis Bacon review, progress inspections, etc. Quarterly status reports on all construction projects are also a requirement.

Citizen Participation Plan 91.105(d); 91.115(d)

Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.

The 2023 CAPER was made available for public review and comment for at least a 15-day period, from September 4, 2024, through September 24, 2024. It was posted on the City website and available at the Housing and Community Services Division at 1500 Warburton Avenue, Santa Clara, and at the Santa Clara Central Library. An "e-blast" notification of the draft CAPER was sent to a variety of nonprofit agencies and public stakeholders.

Public Comment during Public Comment Period: *TBD – comments received will be incorporated here.*

Public Comment during the Public Hearing: *Comments from the hearing on September 24, 2024 will be incorporated here.*

CR-45 - CDBG – 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

The six Capital Improvement Projects (CIP) that have been approved continue to be a challenge. Five of the projects are in the pre-construction phase. Due to the nature of these big projects, drawing down funds in a timely manner has been an issue. With this in mind, the City added the installation of ADA curb cuts to the 2024-2025 program year. This project can start and end within 8-10 months. It is estimated that at least three of the large CIPs will be in the construction phase and drawing down funds when the curb cut project is ending in April of 2025.

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?

Not applicable.

[BEDI grantees] Describe accomplishments and program outcomes during the last year.

Not applicable.

CR-50 HOME – 91.520(d)

Include the results of on-site inspections of affordable rental housing assisted under the program to determine compliance with housing codes and other applicable regulations

Please list those projects that should have been inspected on-site this program year based upon the schedule in §92.504(d). Indicate which of these were inspected and a summary of issues that were detected during the inspection. For those that were not inspected, please indicate the reason and how you will remedy the situation.

All properties with HOME funds complete HQS inspections. If a property has deficiencies, Corrective Action Notices are issued, and follow-up inspections will be scheduled. For properties that pass their HQS inspection, they are put on a 3-year cycle of inspections.

Summary of HOME Rental Project Monitoring

Project Name	Year Built	Total Units	HOME Units	Compliance Status	Prior Inspection	3-yr. Inspection	Next Insp.	Reason for non-insp.	Summary of Issues
Briarwood House	2001	5	5	Compliant	05/20/2019	06/07/2022	2025	n/a	No inspections were needed as the next inspection is not due until 2025.
BWC Commons	2007	28	27	Compliant	05/09/2019	06/21/2022	2025	n/a	No inspections were needed as the next inspection is not due until 2025.
BWC Main Street	2002	5	4	Compliant	07/31/2019	08/02/2022	2025	n/a	No inspections were needed as the next inspection is not due until 2025.
BWC Shafer	2002	5	5	Compliant	06/18/2019	07/12/2022	2025	n/a	No inspections were needed as the next inspection is not due until 2025.

Project Name	Year Built	Total Units	HOME Units	Compliance Status	Prior Inspection	3-yr. Inspection	Next Insp.	Reason for non-insp.	Summary of Issues
BWC Shafer	2002	5	5	Compliant	06/18/2019	07/12/2022	2025	n/a	No inspections were needed as the next inspection is not due until 2025.
BWC Teen Parent (Jackson)	1996	5	3	Compliant	07/31/2019	08/03/2022	2025	n/a	No inspections were needed as the next inspection is not due until 2025.
Chateau Apts.	1993	25	4	Compliant	05/08/2019	06/14/2022	2025	n/a	No inspections were needed as the next inspection is not due until 2025.
Cypress	2010	5	5	Compliant	09/03/2019	8/23/2022	2025	n/a	No issues found.
De La Cruz House	2001	4	4	Compliant	05/15/2019	06/08/2022	2025	n/a	No inspections were needed as the next inspection is not due until 2025.
Homesafe San Jose	2004	25	3	Compliant	06/27/2019	10/19/2022	2025	n/a	No inspections were needed as the next inspection is not due until 2025.

Project Name	Year Built	Total Units	HOME Units	Compliance Status	Prior Inspection	3-yr. Inspection	Next Insp.	Reason for non-insp.	Summary of Issues
Homesafe (SC)	2002	25	16	Compliant	06/18/2019	10/17/2022	2025	n/a	No inspections were needed as the next inspection is not due until 2025.
Liberty Tower	1998	101	100	Compliant	05/17/2019	06/28/2022	2025	n/a	No inspections were needed as the next inspection is not due until 2025.
Maitri Transitional	2009	10	9	Compliant	07/10/2019	7/25/2022	2025	n/a	No inspections were needed as the next inspection is not due until 2025.
SC Senior Homes	1994	6	3	Compliant	07/24/2019	09/28/2022	2025	n/a	No inspections were needed as the next inspection is not due until 2025.
Sobrato Family Ctr.	2003	51	5	Compliant	06/13/2019	08/09/2022	2025	n/a	No inspections were needed as the next inspection is not due until 2025.
Stoney Pines Apts.	2001	23	2	Compliant	06/26/2019	07/19/2022	2025	n/a	No inspections were needed as the next inspection is not due until 2025.

Project Name	Year Built	Total Units	HOME Units	Compliance Status	Prior Inspection	3-yr. Inspection	Next Insp.	Reason for non-insp.	Summary of Issues
Vista Drive Apts.	2004	24	1	Compliant	07/23/2019	08/29/2022	2025	n/a	No inspections were needed as the next inspection is not due until 2025.
Westwood Ambassador	1994	42	10	Compliant	06/28/2019	08/29/2022	2025	n/a	No inspections were needed as the next inspection is not due until 2025.

Provide an assessment of the jurisdiction's affirmative marketing actions for HOME units. 92.351(b)

Developments are required to submit marketing plans and updates of said plans for the Housing Division to review. The City of Santa Clara is also working with the Lawyer Committee, who is also working with the County and other county jurisdictions, to draft and approve its Affirmatively Further Fair Housing (AFFH) Plan. The City's assessment of its affirmative marketing actions for HOME units is adequate. We are hopeful that when the AFFH is completed, it will help in bolstering our efforts.

The City uses its HOME funds for Tenant Based Rental Assistance (TBRA). The TBRA program is marketed through a variety of venues including the City's website, the operator's website and brochures, and through the County's coordinated entry process and community queue.

Refer to IDIS reports to describe the amount and use of program income for projects, including the number of projects and owner and tenant characteristics

There was a total of $17,886.45 of Program Income that was drawn during PY2023. $8,594.74 was used for administration and $9,291.71 was used for Tenant Based Rental Assistance. 27 households were assisted with these funds.

Other actions taken to foster and maintain affordable housing. 24 CFR 91.220(k)

The City of Santa Clara is committed to ensuring availability of affordable housing to moderate, low, very-low and extremely-low income households through the adoption of the Affordable Housing Ordinance and Impact Fees. Requirements include a combination of inclusionary requirements for residential projects and impact fees for smaller projects and nonresidential projects to provide a steady stream of affordable housing units and income to fund the provision of affordable housing projects across the City.

The current rental development pipeline is robust. The City works with the County of Santa Clara to infuse local Measure A funds into affordable rental projects. The rental development pipeline is shown in the table below.

Project	ELI < 30% AMI	VLI 30 50% AMI	LI 50-80% AMI	Mod 80-120% AMI	Totals
3575 De La Cruz (Habitat)	0	0	6	7	13
1601 Civic Center Dr. (Charities)	40	40	40	0	120
2310 Calle Del Mundo (Ensemble)	0	32	103	15	150
3941 Stevens Creek Blvd. (Meridian)	0	0	46	13	59
Totals	40	72	195	35	**342**

REPORT TO COUNCIL

SUBJECT

Public Hearing: Action on Four Corrective Amendments to the Zoning Map that Resolve Inconsistencies with the City's General Plan Land Use Diagram, for the Properties located at 4995 Patrick Henry Drive / 3005 Democracy Way; 807 Washington Street; 1435 Lewis Street and 1430 and 1448 Madison Street; and 2805 Bowers Avenue.

COUNCIL PILLAR

Deliver and Enhance High-Quality Efficient Services and Infrastructure

BACKGROUND

At the July 16, 2024 City Council meeting, the Zoning Map implementing the recently updated Zoning Code was adopted. This report deals with four errors in the adopted map that were discovered following adoption. The report includes an updated Zoning Map and associated resolution.

DISCUSSION

If the updated Zoning Map is adopted, the inconsistencies that were discovered after adoption, between the Zoning Map and the adopted General Plan Land Use diagram, would be resolved. The inconsistencies include:

a. Parcels related to the proposed Mission Point by Kylli Project located at 4995 Patrick Henry Drive, also referenced as 3005 Democracy Way (including properties on Tasman Drive, Democracy Way, Patrick Henry Drive, and Old Ironsides Drive). In 2009, the City Council approved a rezoning from Light Industrial (ML) under the Classic Code to a Planned Development (PD) zoning district for the Project Site, to facilitate the construction of the 3 Million square foot Yahoo campus. That project was subsequently cancelled, and the PD zoning reverted to the original ML zoning on May 25, 2020. However, due to a clerical error, the reversion to ML was never shown on the Zoning Map, which still listed the parcels as "PD". On July 16, 2024, the Council adopted a new Zoning Map, but took no action on parcels designated "PD," including this Project Site. At this time, the Parcels are proposed to be rezoned from their actual designation, ML - Light Industrial under the Classic Code, to HO-RD - High-Intensity Office/Research and Development, under the Updated Code, consistent with the site's General Plan land use designation; APNs: 104-04-150, 104-04-142, 104-04-143, 104-04-151, 104-04-112, 104-04-113, 104-04-065, 104-04-111, 104-04-064.

b. 807 Washington Street, a 0.2-acre site from PQP - Public/Quasi-Public zoning to R1-6L Single-Family Residential to reflect the existing use of single-family residential on the site; APN 269-28-033.

c. Three contiguous parcels located at 1435 Lewis Street, and 1430 and 1448 Madison Street. The parcels were incorrectly rezoned R3, consistent with the existing multi-family uses on the

sites. They all have existing Planned Development zonings, which are proposed to be maintained. APNs: 269-03-150, 269-03-151, 269-03-152.

d. One parcel located at 2805 Bowers Avenue. On August 27, 2024, the City Council approved a General Plan Amendment from High Intensity Office / Research and Development (R&D) to Light Industrial, to conform to what was the site's Light Industrial zoning district prior to the City Council adopting the Updated Zoning Map on July 16, 2024. The Revised Zoning Map will return the subject property back to the Light Industrial (LI) zoning district, consistent with the recently approved Light Industrial General Plan land use designation. APN: 216-28-063.

If the revised Zoning Map is adopted, the associated Zoning Districts will become effective and applied to individual parcels 30 days after the adoption date.

At the September 11, 2024 Planning Commission, the Commission reviewed the proposal, and asked City staff about the noticing radius for the parcel at 2805 Bowers Avenue. Staff responded that the noticing radius was 300 feet, per the Public Outreach policy. The Planning Commission expressed concern about the noticing radius given the potential visual impacts from the bulk and height of data centers and directed staff to consider that during the development of the revised public outreach policy, currently underway.

The Commission then voted to recommend approval of the resolution to City Council (5-1-1, Bouza opposed, Biagini absent).

ENVIRONMENTAL REVIEW

As a part of the Zoning Code adoption process, the City prepared, and the Council adopted an Addendum to the 2010-2035 General Plan Environmental Impact Report (EIR). In taking this action, the Council determined that the proposed General Plan Amendments and adoption and implementation of the Zoning Code and Zoning Map Update would not result in a substantial change to the General Plan that would require major revisions to the previous EIR; that there is no substantial change in circumstances as a result of modifications to the General Plan or the Zoning Code Update that would cause new or substantially more severe significant impacts; and, that there is no new information of substantial importance that identifies new or more intense significant impacts than those identified in the General Plan EIR.

FISCAL IMPACT

There is no fiscal impact to the City other than administrative staff time and consultant time involved in preparing the Zoning Code Update and this report.

COORDINATION

This item was coordinated with the City Attorney's Office.

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall Council Chambers. Notices were also posted at City Hall, the Central Park Library, and the Northside branch library. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email clerk@santaclaraca.gov <

mailto:clerk@santaclaraca.gov> or at the public information desk at any City of Santa Clara public library.

Also, on August 29, 2024, a notice of public hearing on this item was mailed to property owners within 300 feet of each project site. At the time of this staff report, Planning staff has not received public comments in support or opposition to the proposed rezonings.

ALTERNATIVES

1. Do not adopt the revised Zoning Code Map and leave the City's Zoning Map inconsistent with the City's General Plan land use diagram at the identified properties.

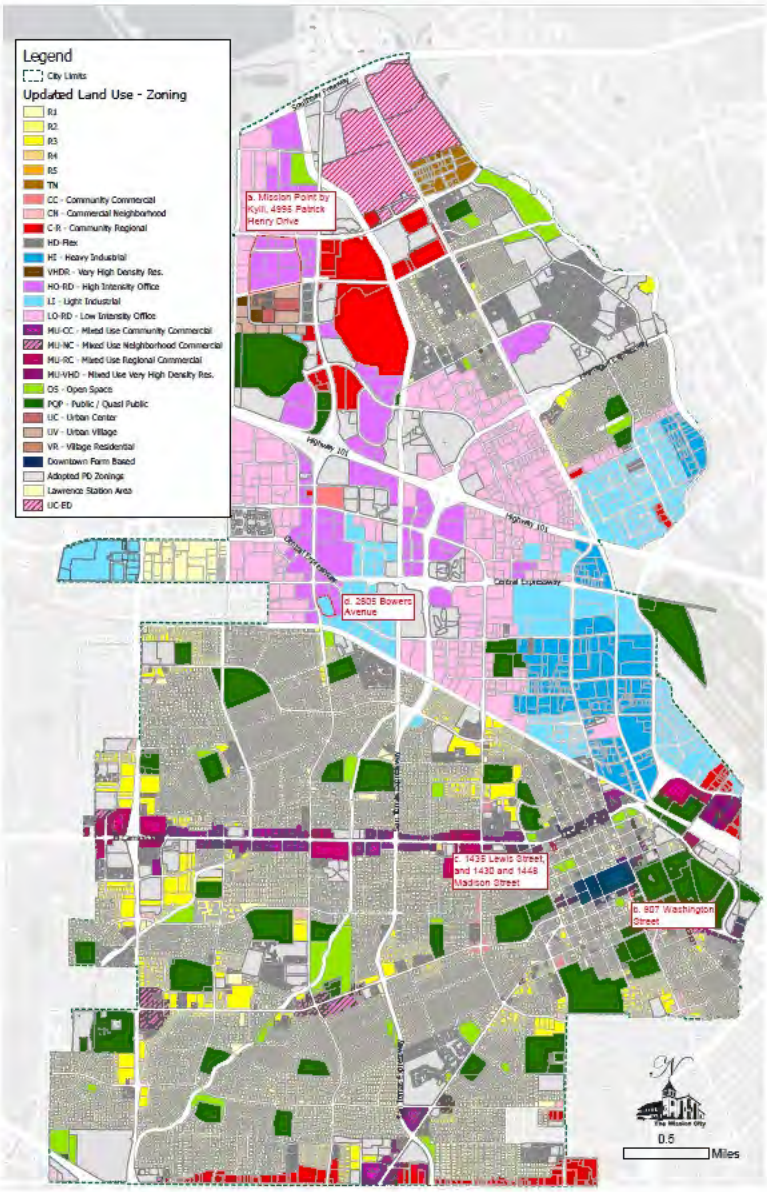
RECOMMENDATION

Adopt a Resolution to Amend the revised Zoning Map, consistent with the City's General Plan land use diagram, for the Properties located at 4995 Patrick Henry Drive / 3005 Democracy Way; 807 Washington Street; 1435 Lewis Street and 1430 and 1448 Madison Street; and 2805 Bowers Avenue.

Reviewed by: Reena Brilliot, Acting Director of Community Development
Approved by: Jovan D. Grogan, City Manager

ATTACHMENTS

1. Updated Zoning Map
2. Resolution Adopting the Zoning Map


Legend
City Limits
Updated Land Use - Zoning
R1
R2
R3
R4
R5
TN
CC - Community Commercial
CN - Commercial Neighborhood
C R - Community Regional
HD-Flex
HI - Heavy Industrial
VHDR - Very High Density Res.
HO-RD - High Intensity Office
LI - Light Industrial
LO-RD - Low Intensity Office
MU-CC - Mixed Use Community Commercial
MU-NC - Mixed Use Neighborhood Commercial
MU-RC - Mixed Use Regional Commercial
MU-VHD - Mixed Use Very High Density Res.
OS - Open Space
PQP - Public / Quasi Public
UC - Urban Center
UV - Urban Village
VR - Village Residential
Downtown Form Based
Adopted PD Zonings
Lawrence Station Area
UC-ED
b. Mission Point by Kyli, 4995 Patrick Henry Drive
d. 2805 Bowers Avenue
c. 1435 Lewis Street, and 1430 and 1448 Madison Street
b. 807 Washington Street
Highway 101
Central Expressway
0.5
Miles

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SANTA CLARA, CALIFORNIA ADOPTING FOUR CORRECTIVE AMENDMENTS TO THE UPDATED ZONING MAP CONSISTENT WITH THE COMPREHENSIVE ZONING CODE UPDATE AND THE CITY'S GENERAL PLAN FOR THE PROPERTIES LOCATED AT 4995 PATRICK HENRY DRIVE / 3005 DEMOCRACY WAY; 807 WASHINGTON STREET; 1435 LEWIS STREET AND 1430 AND 1448 MADISON STREET; AND 2805 BOWERS AVENUE

WHEREAS, on January 9, 2024, the City of Santa Clara (the "City") adopted the City's Zoning Code Update, the first comprehensive update of the Code in over 50 years; and

WHEREAS, on July 16, 2024, the City Council adopted an updated Zoning Map consistent with the Zoning Code Update, which went into effect on August 15, 2024; and

WHEREAS, before acting on the proposed Zoning Map, the Council reviewed and considered the potential environmental impacts and determined that as the primary implementation tool of the General Plan, the environmental effects of the proposed Zoning Code Update and associated Zoning Map were consistent with 2010-2035 General Plan EIR, as addended, and that the proposed Zoning Map did not alter the conclusions of the adopted General Plan EIR, as addended, or create new environmental impacts; and

WHEREAS, following the July 16, 2024 City Council meeting, four errors were found in the adopted Zoning Map, which could potentially lead to inconsistencies between the Zoning Map and General Plan Land Use Diagram, which are proposed to be resolved through this action; and

WHEREAS, on September 11, 2024, the Planning Commission conducted a duly noticed public hearing to consider the corrected Zoning Map, at the conclusion of which, the Planning Commission voted (5-1-1) to recommend that the City Council adopt the proposed Zoning Map amendments; and

WHEREAS, on August 30, 2024, a notice of the September 24, 2024 public hearing was posted in three public places in the City; and

WHEREAS, on August 30, 2024 , a notice of the September 24, 2024 public hearing was mailed

to all property owners located within 300 feet of the properties proposed to be rezoned; and

WHEREAS, on September 24, 2024, the City Council conducted a duly noticed public hearing to consider the corrected Zoning Map, at which time all interested persons were given an opportunity give testimony and provide evidence in support of and in opposition to the proposed corrected Zoning Map.

NOW THEREFORE, BE IT RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:

1. That the City Council hereby finds that the above Recitals are true and correct and by this reference makes them a part hereof.

2. That the City Council hereby amends the City's Zoning Map adopted on July 16, 2024, in the form attached hereto and incorporated herein by this reference, by rezoning the following parcels:

a. Parcels related to the Mission Point Project located at 4995 Patrick Henry Drive, also referenced as 3005 Democracy Way (including properties on Tasman Drive, Democracy Way, Patrick Henry Drive, and Old Ironsides Drive) from ML - Light Industrial to HO-RD - High-Intensity Office/Research and Development; APNs: 104-04-150, 104-04-142, 104-04-143, 104-04-151, 104-04-112, 104-04-113, 104-04-065, 104-04-111, 104-04-064

b. One parcel located at 807 Washington Street, a 0.2 acre site, from PQP – Public/Quasi-Public to R1-6L – Single-Family Residential (APN 269-28-033).

c. Three contiguous parcels located at 1435 Lewis Street, and 1430 and 1448 Madison Street, from R3 – Medium-Density Residential to PD - Planned Development, consistent with their zoning prior to August 15, 2024; APNs: 269-03-024, 269-03-025, 269-03-026.

d. One parcel located at 2805 Bowers Avenue, from HO-RD - High-Intensity Office/R&D to LI - Light Industrial; APN: 216-28-063.

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3. Effective date. This resolution shall become effective thirty (30) calendar days from the date of adoption.

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE COPY OF A RESOLUTION PASSED AND ADOPTED BY THE CITY OF SANTA CLARA, CALIFORNIA, AT A REGULAR MEETING THEREOF HELD ON THE 24TH DAY OF SEPTEMBER, 2024, BY THE FOLLOWING VOTE:

AYES: COUNCILORS:

NOES: COUNCILORS:

ABSENT: COUNCILORS:

ABSTAINED: COUNCILORS:

ATTEST: _____
NORA PIMENTEL, MMC
ASSISTANT CITY CLERK
CITY OF SANTA CLARA

Attachments incorporated by reference:
1. Zoning Map

24-513 Agenda Date: 9/24/2024

REPORT TO COUNCIL

SUBJECT
Action on Resolutions Accepting the Monroe Street Bikeway Planning Study, Selecting a Preferred Design Concept and, as appropriate, Taking Related Actions Regarding Parking and Curb Modifications

COUNCIL PILLAR
Deliver and Enhance High Quality Efficient Services and Infrastructure

EXECUTIVE SUMMARY
The Monroe Street Bikeway Planning Study (Study) is a planning-level document that identifies 1.75 miles of potential bicycle improvements along Monroe Street from San Tomas Expressway to Lawrence Expressway. The goal of the Study is to identify bicycle infrastructure improvements that will close bicycle network gaps, increase mobility, and encourage the public to choose more sustainable modes of transportation. Three concepts have been developed for adding bicycle facilities along the corridor and include potential parking or lane removals.

These proposed concepts and improvements were developed based on an analysis of the corridor, recommendations in the Santa Clara Bicycle Plan, engagement with several committees and commissions, and robust public outreach efforts. Development of the Study included significant community participation and feedback, most notably through the support of the City's Bicycle and Pedestrian Advisory Committee (BPAC). It should be noted that the Study is only a planning-level document and does not include design, environmental review, or construction of any alternative. Additional funds would be required to design and construct the preferred alternative.

BACKGROUND
The City received a grant award from the Santa Clara Valley Transportation Authority (VTA) in the 2016 Measure B Bicycle/Pedestrian Planning Studies competitive grant program for the Study. Bicycle improvements along Monroe Street from San Tomas Expressway to Lawrence Expressway is a priority project in the City of Santa Clara's Bicycle Plan. Council approved a professional services agreement for the Study with Alta Planning + Design and work on the project began in January 2023.

This effort has been coordinated with the City's BPAC, Senior Advisory Commission, Parks and Recreation Commission, Youth Commission, various stakeholders (including the Santa Clara Unified School District), and the public. The Study was a regular item on the BPAC Agenda, with input and feedback provided at four separate meetings. On June 17, 2024, the BPAC reviewed the final draft and voted to recommend that the City Council consider adopting the Study and also recommended a preferred design option.

The Study provides draft roadway concepts and potential enhancements to improve bicycling along

Monroe Street consistent with the Santa Clara Bicycle Plan. Adopting this Study and selecting a design concept will allow the City to apply for grant funds such as the VTA 2016 Measure B Bicycle and Pedestrian Program or the California Transportation Commission Active Transportation Program (ATP) in order to move forward with design and construction. Additionally, it will help promote and advance the City's Complete Streets Policy, which has a goal of creating and maintaining streets that provide safe, comfortable, and convenient travel through a comprehensive, integrated network serving all modes of transportation.

DISCUSSION

This planning-level document focuses on a 1.75-mile section of Monroe Street from San Tomas Expressway to Lawrence Expressway (Attachment 1). The Study identifies options for bicycle improvements to expand the existing bicycle network, fill in gaps, provide greater connectivity to public transportation, increase mobility, and encourage the public to choose more sustainable modes of transportation. It also includes potential options for both parking removal and lane reductions.

The Study (Attachment 2) is divided into five chapters which include:

(1) Introduction and Background
(2) Existing Conditions
(3) Corridor Alternative Concepts & Analysis
(4) Community Engagement
(5) Recommendations

An Appendix is also included with detailed information on existing conditions, parking utilization analysis, traffic analysis, speed survey results, community survey results, and community engagement material. The Study Appendix can be downloaded from the project webpage at: < https://www.santaclaraca.gov/our-city/departments-g-z/public-works/engineering/traffic-engineering/bicycle-and-pedestrian-projects/monroe-street-class-ii-buffered-bikeway-study>. Each Study chapter is summarized below.

Introduction and Background

The Study supports the City's Climate Action Plan by identifying strategies to improve connectivity for people biking and walking while encouraging mode shifts from vehicles toward more sustainable modes such as biking and walking.

Both the City of Santa Clara and the Santa Clara Valley Transportation Authority (VTA) have adopted plans highlighting the need for bicycle facilities on Monroe Street to improve local and regional bike access. The Santa Clara Bicycle Plan identifies a Class IIB buffered bike lane along the study corridor as a high-priority project to improve connectivity in the City's bike network. Monroe Street is also identified as part of a future priority "Cross County Bicycle Corridor" in the VTA's Santa Clara Countywide Bicycle Plan Update 2018 as it connects to a Class II bike lane on Reed Avenue in the City of Sunnyvale.

The Monroe Street corridor is primarily fronted by residential uses and schools, including Adrian C. Wilcox High School (Wilcox), with a small pocket of mixed-use commercial use near the Lawrence Expressway intersection. There are other important community destinations along the corridor, including the Lawrence Caltrain Station, Everett N. "Eddie" Souza Park, and the San Tomas Aquino Creek Trail.

The east-west segment of Monroe Street in the Study area has four travel lanes (plus a two-way left-turn lane in front of Wilcox) and a posted speed limit of 35 mph. There are 5-foot bicycle lanes on Monroe Street between Chromite Drive and San Tomas Expressway and there is no parking allowed along the southside of the street in front of Wilcox.

Existing Conditions

Staff collected data and completed traffic analyses to evaluate the existing conditions on the roadway across key metrics including safety, traffic operations, parking, and vehicle speeds. This analysis helped set a baseline for considering design concepts and identifying potential trade-offs between these design concepts compared to the existing roadway configuration.

Safety

Recent available collision data was analyzed for the period of January 2017 through December 2022. This analysis found a total of 130 collisions occurred during this timeframe. Of the 130 collisions, two collisions were fatal, three resulted in a severe injury, nine collisions involved a bicyclist, and seven collisions involved a pedestrian. For the two collisions that involved a fatality, none included bicyclists, while one included a pedestrian. For the three collisions that involved serious injury, none included bicyclists and one involved a pedestrian.

Vehicle Speeds

Speed data was collected at nine locations along the corridor for a seven-day period during peak and non-peak periods. Speed survey data found that 85th percentile speeds (the speed at which 85 percent of all motorists travel at or below) ranged between 33 and 44 miles per hour (mph). Although 37 percent of vehicles exceeded the posted 35 mph speed limit, the majority of drivers were traveling within 9 mph of the posted speed limit, which is typical of most urban arterial streets.

Traffic Operations

Detailed traffic modeling was completed throughout the corridor and 26 intersections were analyzed along Monroe Street and other nearby roadways, including Kifer Road, Walsh Avenue, and Cabrillo Avenue. The traffic analysis evaluated the current Level of Service (LOS) for each study intersection based on criteria established in the City's Transportation Analysis Policy. Per City policy, intersections on City-owned streets should meet Level of Service D or better and per County policy intersections on County-owned and operated expressways should meet Level of Service E or better.

Based on the analysis, 22 of 26 intersections operate acceptably during the AM peak hours (7:00 - 9:00 a.m.) and 23 of 26 operate acceptably during the PM peak hours (4:00 - 6:00 p.m.). The four intersections that currently do not meet the policy in the AM peak hour are:

- Monroe Street and Lawrence Expressway (County)
- Kifer Road and Lawrence Expressway (County)
- Walsh Avenue and San Tomas Expressway (County)
- Monroe Street and San Tomas Expressway (County)

The three intersections that currently do not meet the policy in the PM peak hours are:

- Kifer Road and Lawrence Expressway (County)
- Walsh Avenue and Bowers Avenue (City)
- Walsh Avenue and San Tomas Expressway (County)

Travel Time

A travel time analysis was completed to evaluate the time it takes to travel the entire length of the study corridor in a car at multiple periods (weekday morning between 7:00 and 9:00 a.m., midday between 1:30 and 3:30 p.m., evening between 4:00 and 6:00 p.m., and on Saturday between 11:30 a.m. and 1:30 p.m.).

During the busiest time of day travelling westbound (AM peak period), it takes an average of 10 minutes and 25 seconds to travel the entire corridor. During the busiest time of day travelling eastbound (PM peak period), it takes an average of 11 minutes and 19 seconds to travel the entire corridor. The AM peak period includes a high level of traffic from the high school, whereas PM peak period includes more commute traffic and less school traffic.

Parking Analysis

A parking analysis was completed to determine parking occupancy along Monroe Street. Parking counts were collected along both sides of the street from Lawrence Expressway to San Tomas Expressway on three consecutive weekdays (Tuesday through Thursday) on April 4, 5, and 6, and on Saturday, April 8, 2023. Staff conducted counts during three peak parking periods (7:00 - 9:00 a.m., 11:00 a.m.- 2 p.m., and 2:00 - 4:00 a.m.) and counts were also collected on all side streets within 500 feet of Monroe Street. Overall, 62 percent of parking spaces were available. It should be noted that portions of Monroe Street west of Wilcox High School were observed to have parking availability less than 50 percent.

Potential Corridor Alternative Concepts

The Study identifies three roadway concepts and a no-build option that were developed and modified based on feedback from the community, commissions, committees, and Council (Attachment 3). Each concept is summarized below:

Existing Conditions/No Build

This scenario does not implement any improvements on Monroe Street and maintains the existing condition. There are four vehicle travel lanes (two in each direction), parking is maintained on both sides of the streets and no new bicycle facilities are installed.

Two Lanes, Buffered Bike Lanes, Center Turn Lane, Parking on Both Sides

This concept removes one travel lane in each direction, adds a two-way center left-turn lane and maintains parking on both sides. An eight-foot-wide buffered bicycle lane (Class IIB) is added to each side of the street, with five feet of bikeway and three feet of buffer. As there is currently no parking on the south side of Monroe Street along Adrian C. Wilcox High School, this concept includes wider bicycle facilities and a protected and buffered bicycle facility (Class IV) adjacent to the school to provide enhanced bicycle safety for students and deter stopping in the bicycle lane during school drop-off.

Two Lanes, Parking-Protected Bike Lanes, Center Turn Lane

This concept removes one travel lane in each direction and adds a two-way center left-turn lane. An eight-foot-wide protected and buffered bikeway (Class IV) is added to each side of the street in this concept, with five feet of bikeway and three feet of buffer with parking as the protection (i.e. parking protected). Parking is maintained on both sides of the street, but it is shifted towards the center of the street to act as a vertical separation between the bikeway and the vehicle travel lane. As there is

currently no parking on the south side of Monroe Street along Adrian C. Wilcox High School, this concept includes wider bicycle facilities and a protected and buffered bicycle facility (Class IV) adjacent to the school to provide enhanced bicycle safety for students and deter stopping in the bicycle lane during school drop-off.

Four Lanes, Buffered Bike Lanes, Remove Parking on One Side
This concept maintains four travel lanes and removes parking on one side of Monroe Street along the entire study corridor. A seven-foot-wide buffered bicycle lane (Class IIB) is added to each side of the street, with five feet of bikeway and two feet of buffer. Based on overall parking inventory along Monroe Street, it is recommended that parking along the south side of the street be removed in this option. Parking would be removed when the City obtains funding and moves forward with construction of this concept. Along Adrian C. Wilcox High School, an eight-foot wide protected and buffered bikeway (Class IV) would be added, maintaining four lanes of travel (plus a center-turn lane), removing parking on the north side of the street, and installing a 5-foot bike lane on the other side of the street from the high school.

Corridor Transportation Analysis and Potential Benefits
The City completed an in-depth transportation analysis to evaluate the potential benefits and impacts associated with each design concept. This analysis evaluated the changes in key metrics including potential collision reduction, potential speed reduction, parking availability, corridor travel times along the study portion of Monroe Street, potential traffic diversion, LOS changes, and potential Vehicle Miles Traveled (VMT) reduction. A summary table of the transportation analysis results is included as Attachment 4. Additionally, a summary of the potential benefits, per concept, is included as Attachment 5.

Community Engagement
Community engagement was a major component of developing the Study and a variety of outreach strategies were used to seek input from stakeholders. Outreach was conducted during three phases of the project: existing conditions, concept development, and traffic analyses. The following outreach methods were implemented over the course of Study development:

- City website & forum for the community to submit comments
- Dedicated project email address and phone number
- Four BPAC Meetings (including one site visit with BPAC members)
- One Senior Advisory Commission Meeting
- One Parks and Recreation Commission Meeting
- One Youth Commission Meeting
- Five Community workshops
- Six City events (Earth Day/Arbor Day, Bike to Work Day, Santa Clara Art and Wine Festival, Wilcox High School Outreach, Holiday Tree Lighting Ceremony, and Caltrain Commuter Outreach)

- Three online interactive surveys
- Project signs installed along the study corridor
- Four rounds of postcard notifications sent to 1,000 residential and business addresses most proximate to the corridor (4,000 postcards total)
- Social media posts
- City News Articles and City Hall Newsletter
- Inside Santa Clara Articles

All community workshop presentations, recordings, and online surveys were posted on the project website.

Outreach Summary

Residents were provided multiple opportunities to share feedback on the project. Three surveys were completed during the Study. The third and final online survey was open from January 16 to February 25, 2024. This survey received 124 public responses with 13 percent of respondents indicated they live or work on Monroe Street. Twenty-one percent of respondents said they attend or work at Wilcox High School.

The project team used ranked choice voting to determine which alternative had majority support from the public. The roadway concept titled, “Two Lanes, Parking-Protected Bike Lanes, Center Turn Lane” had the greatest support with 50 percent of all first-choice votes. Respondents who favored this concept indicated that they would rather have a protected bikeway for their own safety and comfort, rather than only being separated from traffic by roadway striping. It should be noted that over 80 percent of participants voted in favor of one of the three bikeway concepts on Monroe Street and only 17 percent voted for keeping the existing condition without bicycle facilities as their first choice. A summary of the third survey responses is provided in Table 1 below:

Table 1: Design Concept Preference Survey Summary

Roadway Concept	% of First choice votes*
Existing Conditions/No Build	17%
Two Lanes, Buffered Bike Lanes, Center Turn Lane, Parking on Both Sides	16%
Two Lanes, Parking-Protected Bike Lanes, Center Turn Lane	50%
Four Lanes, Buffered Bike Lanes, Remove Parking on One Side	17%

*Ranked choice voting

Implementation

Cost estimates (in 2024 dollars) for the design and construction of each roadway concept were developed and are summarized in Table 2 below.

Table 2: Cost Estimates Per Roadway Concept

Roadway Concept	Cost Estimate*
Existing Conditions/No Build	$0
Two Lanes, Buffered Bike Lanes, Center Turn Lane, Parking on Both Sides	$2.5 million
Two Lanes, Parking-Protected Bike Lanes, Center Turn Lane	$2.6 million
Four Lanes, Buffered Bike Lanes, Remove Parking on One Side	$2.5 million

*Estimates are in 2024 dollars.

Funding

Currently, there is no funding identified to design and construct any of the alternatives identified in the Study. If the Council selects a preferred concept, staff will begin the process to pursue funding opportunities for future design and construction.

These opportunities include:

- Local and Regional Grant Programs
    - VTA 2016 Measure B
    - Transportation Fund for Clean Air County Program Manager Fund
    - One Bay Area Grant Program
    - Transportation Development Act Article 3
- State & Federal Grant Programs
    - California Active Transportation Program (ATP)
    - Highway Safety Improvement Program
    - Office of Traffic Safety Grant
    - Safe Streets and Roads for All (SS4A)
    - Road Maintenance and Rehabilitation Program

If the Council selects a preferred concept, staff will begin the process to pursue funding opportunities for future design and construction phases.

Bicycle and Pedestrian Advisory Committee (BPAC) Meeting and Feedback

On June 17, 2024, the City's BPAC reviewed the final draft Study and voted by majority (5 yes, 0 no, 4 absent) to recommend that the City Council adopt a resolution adopting the Monroe Street Bikeway Planning Study.

The BPAC also voted by majority (5 yes, 0 no, 4 absent) to recommend the roadway concept titled, "Two Lanes, Buffered Bike Lanes, Center Turn Lane, Parking on Both Sides" as the preferred

alternative. The BPAC discussed this concept as being the least impactful of the three concepts, easier for the City to maintain using existing street sweepers, a more intuitive design for bicyclists and drivers, and no impact to residents during the Annual Cleanup Campaign.

Staff Recommendation

Based on the concept analysis findings, community input, and BPAC recommendation, staff recommends the roadway concept titled, " Two Lanes, Buffered Bike Lanes, Center Turn Lane, Parking on Both Sides" as the preferred alternative. This alternative meets the goals of the study while minimizing impacts to on-street parking and street sweeping.

ENVIRONMENTAL REVIEW

The action being considered to adopt the Study does not constitute a "project" within the meaning of California Environmental Quality Act ("CEQA") pursuant to California Code of Regulations Section 15378(a) as it has no potential for resulting in either direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment. Notwithstanding the foregoing, The Study is exempt from CEQA pursuant to Section 15262 of CEQA Guidelines as the Study is a planning document for future possible actions which the City has not yet approved, adopted, or funded. Future environmental review will take place should the Study move forward to design and construction.

The modification of parking regulations being considered is exempt from CEQA pursuant to CEQA Guidelines Section 15301(c) - Existing Facilities, as the activity consists of operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing highways and streets, sidewalks, gutters, bicycle and pedestrian trains, and similar facilities involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination.

FISCAL IMPACT

There is no immediate fiscal impact resulting from the adoption of the Study. However, by adopting this Study, the City will increase its eligibility for grant funds to implement a preferred design concept, should one be selected by City Council. It is important to note that there will be a future cost associated with implementing any of the proposed design concepts contained within the Study. The design and construction costs associated for the design concepts range from $2.5M - 2.6M (in 2024 dollars). Additionally, implementation of protected and separated bicycle lanes may require the use of specialized street sweeping equipment that the City does not currently have. Additional equipment (i.e. smaller street sweeper) or contractual street sweeping services will be necessary. There is currently no dedicated funding source to design or construct any of the design concepts; however, staff can explore potential grant sources to fund the design and construction of a design concept, should one get selected by the Council.

COORDINATION

The Study has been coordinated with the City Attorney's Office, Finance Department, BPAC, Senior Advisory Commission, Youth Advisory Commission, Parks and Recreation Commission, and Santa Clara Unified School District.

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website

and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email clerk@santaclaraca.gov or at the public information desk at any City of Santa Clara public library.

In early September, staff mailed notices to the neighborhood adjacent to the Study corridor and utilized social media and City Hall News to distribute information regarding the September 24, 2024 City Council meeting regarding the Study and the potential parking or lane removal design options.

ALTERNATIVES

1. Adopt a resolution accepting the Monroe Street Bikeway Planning Study.
2. Approve the No Build Option as the preferred alternative.
3. Approve the roadway concept titled "Two Lanes, Buffered Bike Lanes, Center Turn Lane, Parking on Both Sides" as the preferred alternative.
4. Approve the roadway concept titled "Two Lanes, Parking-Protected Bike Lanes, Center Turn Lane" as the preferred alternative.
5. Approve the roadway concept titled "Four Lanes, Buffered Bike Lanes, Remove Parking on One Side" as the preferred alternative and adopt a resolution amending parking regulations to remove on-street parking on the southside of Monroe Street between Lawrence Expressway and San Tomas Expressway.
6. Adopt a resolution establishing no parking zones as necessary on Monroe Street between Lawrence Expressway and San Tomas Expressway to accommodate the approved bikeway facilities.

RECOMMENDATION

Alternatives 1,3, and 6:

1. Adopt a resolution accepting the Monroe Street Bikeway Planning Study;
3. Approve roadway concept titled "Two Lanes, Buffered Bike Lanes, Center Turn Lane, Parking on Both Sides" as the preferred alternative; and
6. Adopt a resolution establishing no parking zones as necessary on Monroe Street between Lawrence Expressway and San Tomas Expressway to accommodate the approved bikeway facilities.

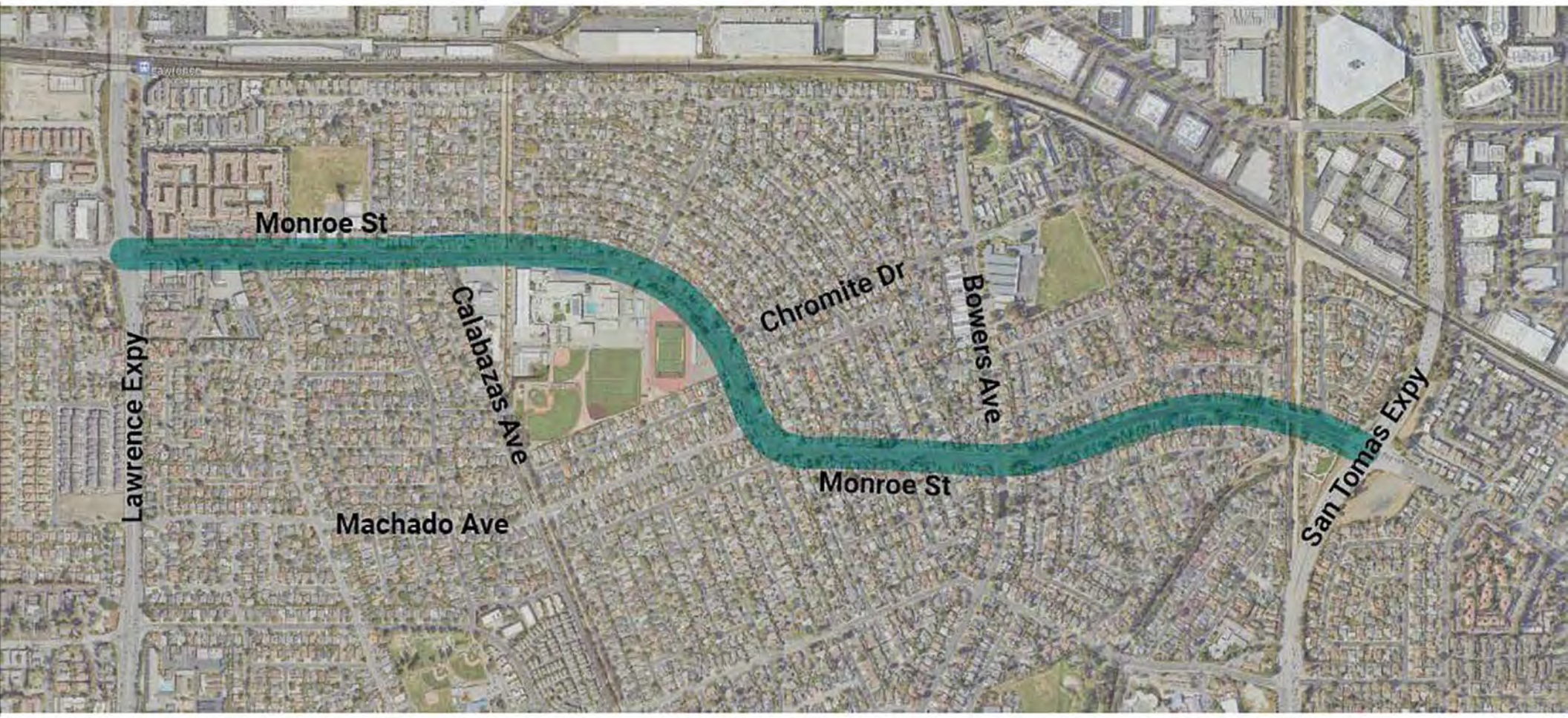
Reviewed by: Craig Mobeck, Director of Public Works
Approved by: Jovan D. Grogan, City Manager

ATTACHMENTS

1. Project Location Map
2. Monroe Street Bikeway Planning Study
3. Monroe Street Bikeway Design Concepts
4. Transportation Analysis Summary
5. Potential Benefits Summary
6. Resolution to Accept the Monroe Street Bikeway Planning Study
7. Resolution to Remove Parking on the Southside of Monroe Street to Implement Roadway Concept titled - "Four Lanes, Buffered Bike Lanes, Remove Parking on One Side"
8. Resolution Establishing No Parking Zones on Monroe Street

Attachment 1

Monroe Street Corridor Map


Monroe St
Chromite Dr
Bowers Ave
Calabazas Ave
Lawrence Expy
Monroe St
Machado Ave
San Tomas Expy

City of Santa Clara

Monroe Street Bikeway Planning Study

DRAFT FINAL | May 2024

Prepared by

alta

2016 MEASURE B

City of Santa Clara
The Center of What's Possible

Acknowledgments

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Santa Clara Valley Transportation Authority

County of Santa Clara

Santa Clara Unified School District

Wilcox High School

Boards and Commissions

Bicycle and Pedestrian Advisory Committee

Senior Advisory Commission

Parks and Recreation Commission

Youth Commission

Consultant Team

Alta Planning + Design

Kimley-Horn

Funding Provided by VTA

This study would not have been possible without the generous funding provided by the Santa Clara Valley Transportation Authority 2016 Measure B.

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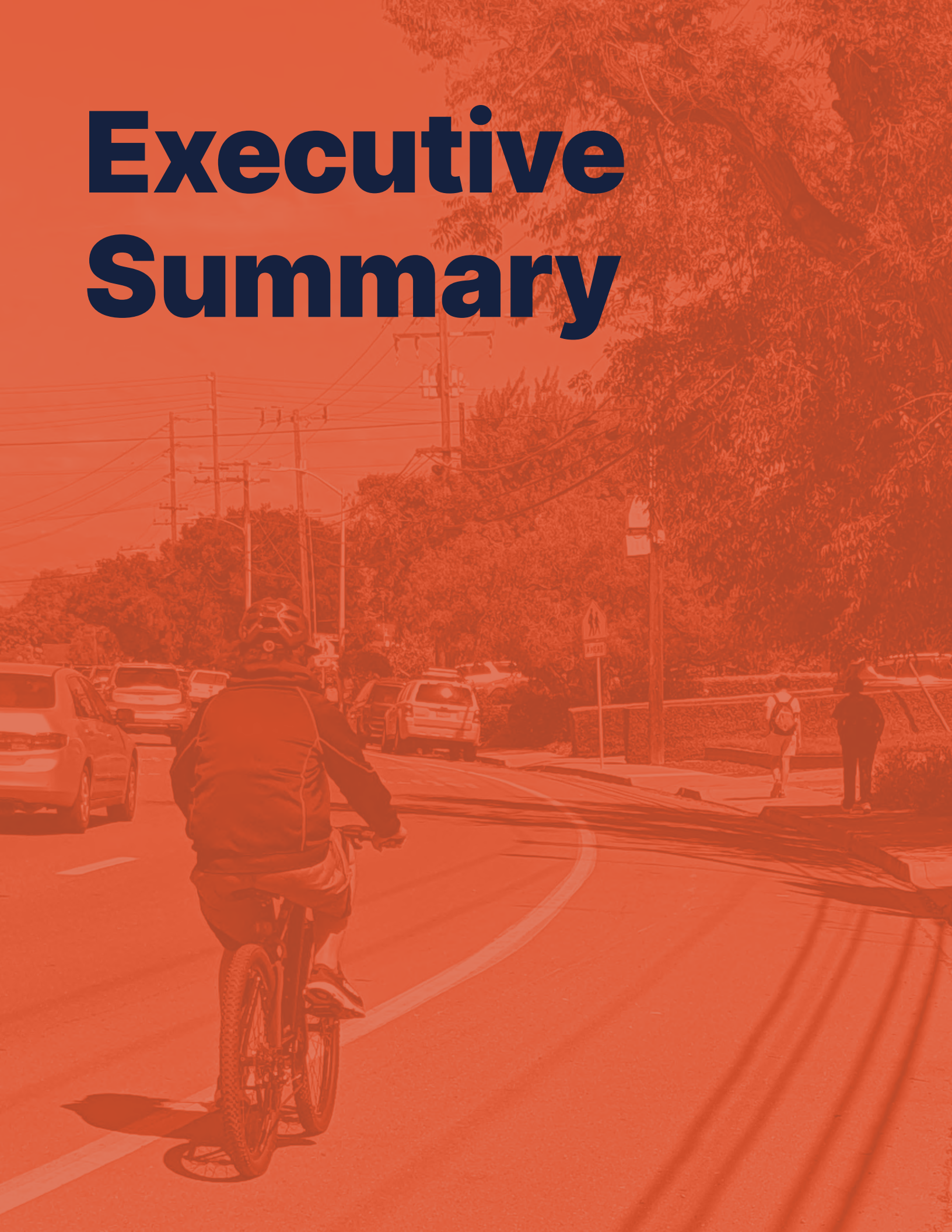
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Executive Summary



Scope of Study

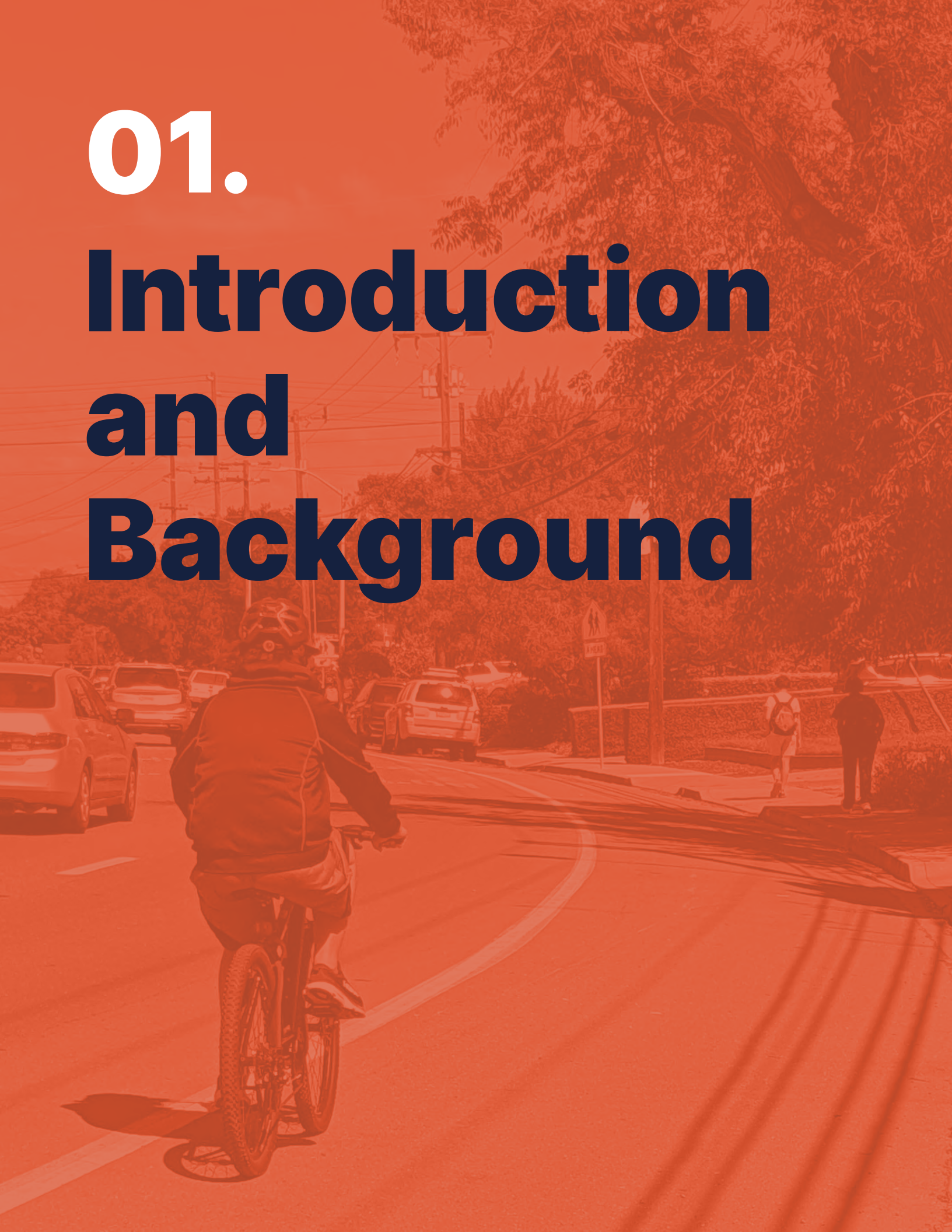
The City and project consultant, Alta Planning + Design, began working on the Monroe Street Bicycle Planning Study in January 2023 and expect it to be completed by fall 2024. The study will identify the most feasible design to reallocate roadway space to provide 1.75 miles of bike facilities along Monroe Street from San Tomas Expressway to Lawrence Expressway. The goal of the study is to identify bicycle infrastructure improvements that will close bicycle network gaps, increase mobility, and encourage the public to choose more sustainable modes of transportation. The study includes reviewing potential project options with parking or lane removal. The project team has invited nearby residents, business owners, public health professionals, school staff, commuters, and community leaders to take part in the study process. This report contains a traffic and parking analysis, street design concepts, and a discussion on opportunities and constraints of the potential design options.

It should be noted that the study is only a planning level document and does not include design, environmental review, or construction of any alternative. Additional funds would be required to design and construct the preferred alternative.

City Council Preferred Concept

To be determined

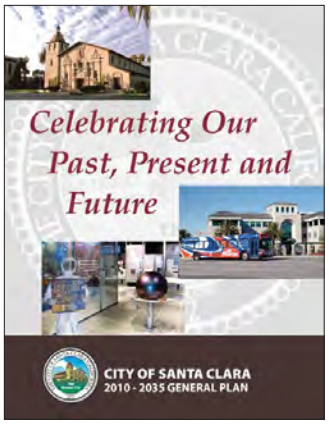
01.
Introduction and Background



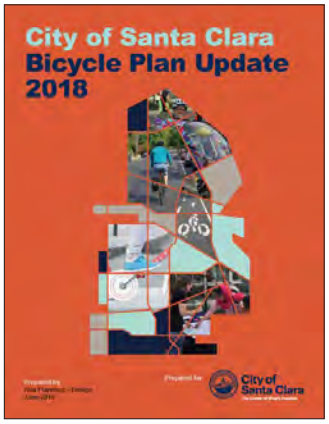
Origins of the Study

Both the City of Santa Clara and the Santa Clara Valley Transportation Authority (VTA) have adopted plans highlighting the need for bicycle facilities on Monroe Street to improve local and regional bike access. The *City of Santa Clara 2010-2035 General Plan* recommended a Class III bike route along the Monroe Street Study Corridor. The City's *Bicycle Plan Update 2018* identifies a Class IIB buffered bike lane along the study corridor and a spot improvement at the Monroe Street and San Tomas Aquino Creek Trail intersection as high-priority projects to improve connectivity in the City's bike network. The Monroe Street Study Corridor is identified as a priority "Cross County Bicycle Corridor" by VTA in the *Santa Clara Countywide Bicycle Plan Update 2018* as it connects a Class II bike lane in the City of Sunnyvale to another Class II bike lane in the City of Santa Clara. Both the City's *Bicycle Plan Update 2018* and the VTA *Countywide Bicycle Plan Update 2018* identify a high-priority spot improvement at the San Tomas Expressway and Monroe Street intersection. This Monroe Street Bikeway Study also supports the *City of Santa Clara Climate Action Plan* by identifying strategies to improve connectivity for people biking and walking and reduce their level of traffic stress to encourage mode shifts from vehicles toward more sustainable modes such as biking and walking.

In October 2021, the City received a grant award from the VTA in the 2016 Measure B Bicycle/ Pedestrian Planning Studies competitive grant program for the Monroe Street Class II Buffered Bikeway Study, a priority project in the City of Santa Clara's *Bicycle Plan Update 2018*. In January 2023, the City Council approved an agreement for a Bikeway Study for Monroe Street ("Study"). This Study identifies the feasibility of bicycle improvements along a 1.75-mile-long section of Monroe Street from Lawrence Expressway to San Tomas Expressway.



City of Santa Clara 2010-2035 General Plan



City of Santa Clara Bicycle Plan Update 2018



Santa Clara Countywide Bicycle Plan Update 2018



City of Santa Clara Climate Action Plan

Study Objectives

The Study identifies bicycle improvements necessary to expand the existing active transportation network, close network gaps, provide greater connectivity to public transportation, increase mobility, and encourage the public to choose more sustainable modes of transportation. The Study also includes a review of potential options for parking removal or lane reductions. It should be noted that this project is only a planning level effort and does not include design, environmental review, or construction of any concept.

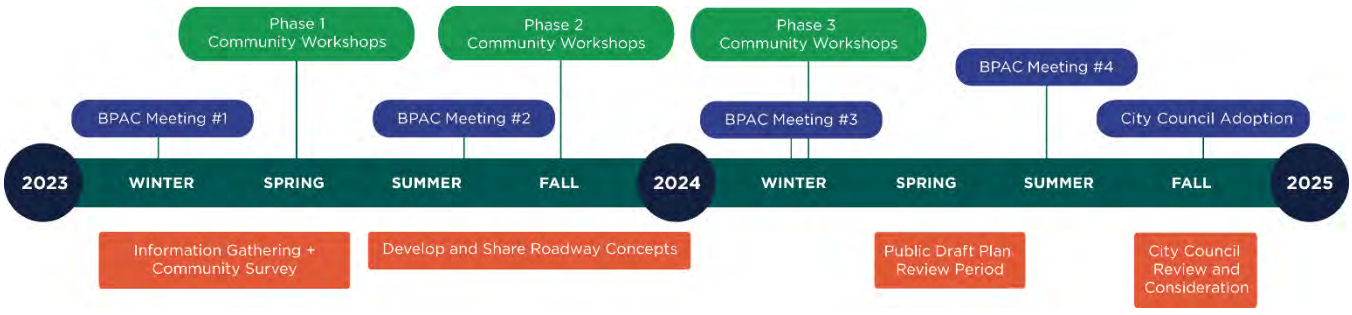
Timeline

In developing the Study, there were four main phases of planning:

- Phase 1: Information Gathering and Existing Conditions Analysis
- Phase 2: Develop and Share Roadway Concepts
- Phase 3: Review Technical Analysis and Revised Concepts
- Phase 4: City Council Review and Consideration

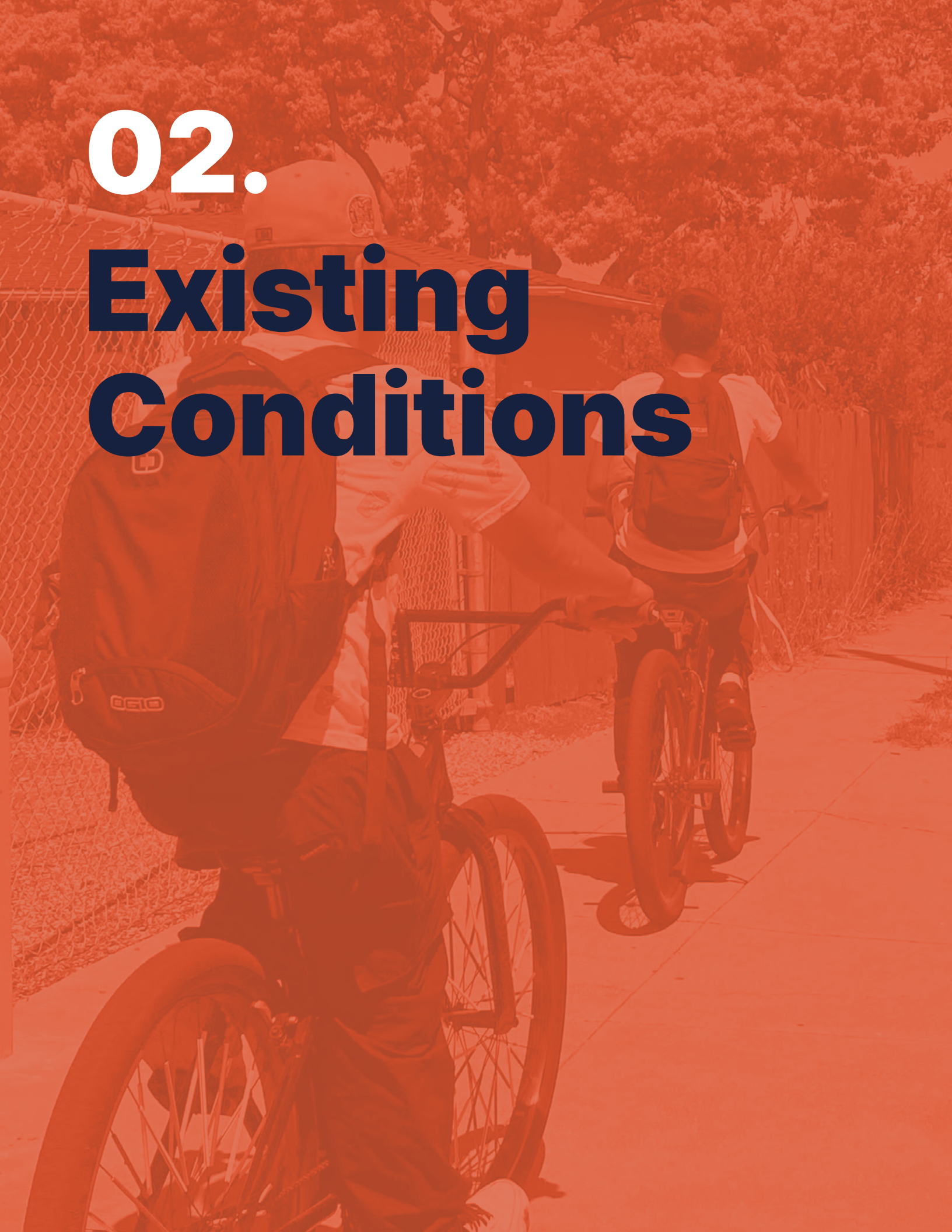
A graphic of the project timeline is shown in **Figure 1**.

Figure 1. Monroe Street Bikeway Study Schedule





Bicyclist heading westbound on Monroe Street near Marchese Way



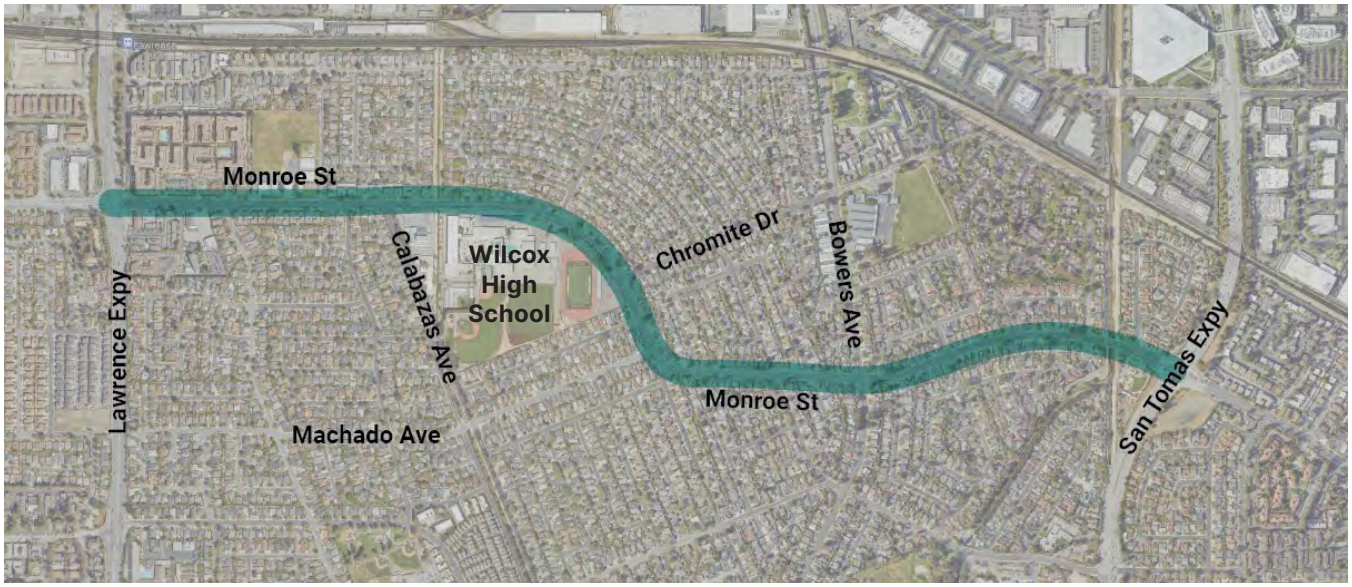
02.
Existing Conditions

Roadway Characteristics

This Study evaluates a 1.75-mile-long section of Monroe Street from the Lawrence Expressway to the San Tomas Expressway, as shown in **Figure 2**. This east-west segment of Monroe Street has four to five lanes and a posted speed limit of 35 miles per hour (mph). There are currently no bicycle facilities within the project area, but bike lanes start on Monroe Street east of San Tomas Expressway. There are existing bicycle lanes on Monroe Street between Chromite Drive and San Tomas Expressway. The bicycle lanes end abruptly and conflict with minimum width recommendations in the City's Bicycle Master Plan.

Residential uses and schools, including Wilcox High School, make up the majority of land uses on the Monroe Street Study Corridor. A small pocket of mixed-use commercial is also located on the corridor near the Lawrence Expressway intersection. Many important community destinations along or just off the corridor include Lawrence Caltrain Station, Everett N. "Eddie" Souza Park, and the San Tomas Aquino Creek Trail. Bicycle lanes on Monroe would connect to the existing Reed Street bicycle lanes in Sunnyvale on the west side of Lawrence Expressway. This study corridor would connect to approximately three miles of existing bicycle lanes on Monroe Street from San Tomas Creek Trail to the Westfield Valley Mall. The study corridor is also an unbuilt segment of a Cross-County Bicycle Corridor recommended in the Santa Clara County Bicycle Plan.

Figure 2. Map of Monroe Street Corridor Study Area





The Monroe Street Study Corridor is generally made up of four vehicular travel lanes that transition to four lanes and a center two-way left-turn lane in front of Wilcox High School. The image above is looking east on Monroe at the Calabazas Boulevard intersection.

Study Area Observations

Observations were taken in May 2023 at multiple locations on the corridor during Wilcox High School dismissal time when there is the greatest demand for bicycling and the highest vehicle congestion.

At Calabazas Boulevard and Monroe Street

- Vehicles queue at the school loop and theater parking lot, both designated pickup locations.
- Students ride on sidewalks and the street. Sidewalk riding could be attributed to bicyclists not feeling comfortable sharing the travel lane with vehicles since there is no dedicated bicycle lane. The narrow sidewalk forces cyclists onto the road at times.

From Calabazas Creek to Glade Drive on Monroe Street

- Vehicles queue at the school loop and theater parking lot, both designated pickup locations.
- Students ride on sidewalks and the street. The narrow sidewalk forces cyclists onto the road at times. Most students ride on the sidewalk due to the high volume of cars during dismissal time.

From Glade Drive to Meadowbrook Drive on Monroe Street

- People biking utilize the road going eastbound.
- People biking utilize sidewalks going westbound.
- Vehicles make U-turns and queue up for school loop entrance.

At Meadowbrook Drive and Monroe Street

- There are high vehicle speeds on Monroe; vehicles exiting the school loop peel out to keep up.
- Some vehicles fail to yield to pedestrians at the Pedestrian Hybrid Beacon (PHB) crossing and go around stopped vehicles.
- Vehicles stopping for PHB signal slow down vehicles exiting from the school loop.



Wilcox High School students using the sidewalk following school dismissal.



A bicycle rider looking out for vehicles crossing the bicycle lane at the skewed Monroe Street, Machado Avenue, and Francis Avenue intersection.



Vehicle crossing the bicycle lane to travel eastbound from Monroe Street to Francis Avenue.

At Machado Avenue, Francis Avenue, and Monroe Street

- Vehicles traveling fast on Monroe do not slow down when transitioning to Francis Avenue.
- Francis Avenue is challenging for cyclists and pedestrians.
- There are difficult sightlines and complex vehicle movements at Machado/Monroe.
- Left-turning vehicles from Machado pull into the bike lane to see what is coming.
- Left-turning vehicles onto Machado must stop with fast-moving cars behind them.
- People biking cross to the north side of the street to avoid the Francis/Machado intersection.

At San Tomas Aquino Creek Trail and Monroe Street

- There is fast-moving traffic on Monroe, but vehicles stop for the crossing signal.
- Cyclists ride the wrong way on the south side of Monroe, both in the bike lane and on the sidewalk.
- Cyclists wait for the crossing signal to go northbound.
- Traffic for the left turn onto San Tomas Expressway backed up traffic so that cars blocked the bike lane at the intersection.

Traffic

The project team evaluated the time it currently takes to travel the entire length of the study corridor in a car at multiple periods (on a weekday morning between 7:00 and 9:00 a.m., midday between 1:30 and 3:30 p.m., and evening between 4:00 and 6:00 p.m., and on Saturday between 11:30 a.m. and 1:30 p.m.). During the busiest time of day going westbound (AM peak period from 7:00 to 9:00 a.m.), it takes an average of 10 minutes and 25 seconds to travel the entire corridor. The AM peak period includes high school traffic, whereas the PM peak period is minimally affected by high school traffic. During the busiest time of day going eastbound (PM peak period from 4:00 to 6:00 p.m.), it takes an average of 11 minutes and 19 seconds to travel the entire corridor, as shown in **Table 1: Corridor Travel Time.**

The project team also modeled the traffic delay or Level of Service (LOS) at 26 intersections along the study corridor and surrounding streets. Based on the level of delay, each intersection gets a letter grade A through F. Intersections with LOS A through D meet City standards. Intersections with LOS E meet standards for El Camino Real (a state highway) and any county expressway. Otherwise, LOS E and F are considered substandard. Four of the 26 intersections studied are currently substandard in the AM peak period, and three are substandard in the PM peak period on weekdays, as shown in **Table 2: Corridor and Surrounding Networks Level of Service**. For more details on the current and estimated LOS and anticipated traffic impacts, see **Chapter 3: Corridor Alternative Concepts and Analysis**.

Table 1. Corridor Travel Time

Time Period	Corridor Travel Time (min:sec)
Westbound	
AM Peak	10:25
PM Peak	06:45
Midday	07:00
Saturday	06:22
Eastbound	
AM Peak	07:14
PM Peak	11:19
Midday	07:23
Saturday	05:57

Table 2. Corridor and Surrounding Networks Level of Service

Time Period	Meets Standard	Substandard
AM Peak	22	4
PM Peak	23	3
Midday	26	0
Saturday	26	0

Figure 3. Map of Monroe Street Corridor Study Intersections



Table 3. Study Intersections

	Corridors (East-West)			
Cross Streets (North-South)	**Kifer Rd**	**Walsh Ave**	**Monroe St**	**Cabrillo Ave**
	1. Lawrence Expwy	5. Northwestern Pkwy	7. Lawrence Expwy	20. Lawrence Expwy
	2. La Rambla Ave	6. San Tomas Expwy	8. Nobili Ave	21. Nobili Ave
	3. Corvin Dr		9. Monticello Way	22. Fordham Dr
	4. Bowers Ave		10. Calabazas Blvd	23. Calabazas Blvd
			11. Glade Dr	24. Francis Ave
			12. Meadowbrook Dr	25. Bowers Ave
			13. Chromite Dr	26. San Tomas Expwy
			14. Bowers Ave	
			15. Quinn Ave	
			16. South Dr-Marmon Ct	
			17. San Tomas Aquino Crk	
			18. Roosevelt Cir	
			19. San Tomas Expwy	

Monroe Street sees anywhere from 6,000 to 15,000 vehicles over the course of an entire day, with higher volumes on weekdays, as shown in **Table 4**.

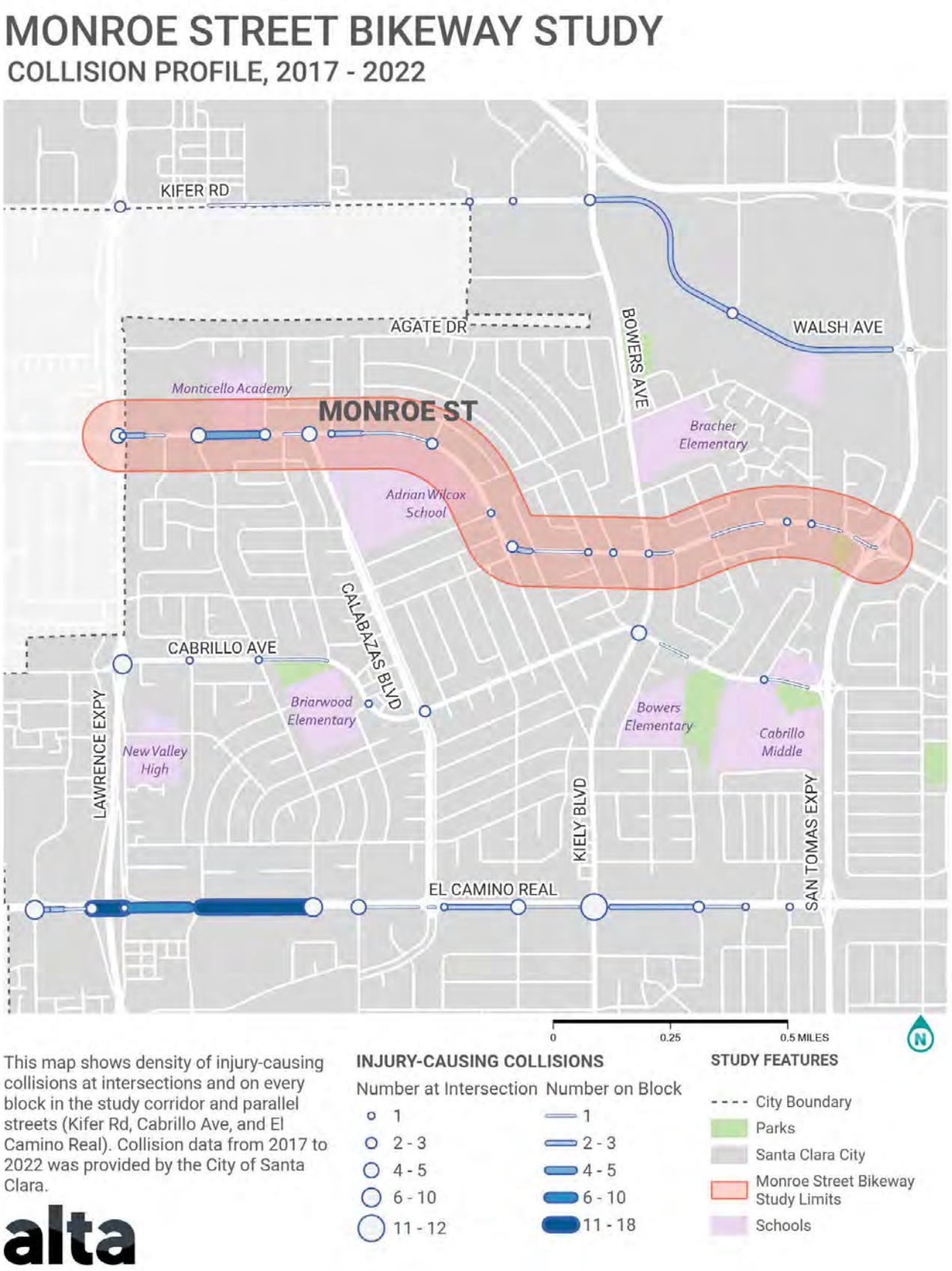
Table 4. Monroe Street Average Daily Traffic Counts

#	Location		Eastbound	Westbound	Total
1	Pacific Dr	7-Day	7,258	7,157	14,415
		Weekday (T-Th)	7,723	7,440	15,163
		Weekend (Sat, Sun)	6,218	6,264	12,482
2	Nobili Ave	7-Day	5,640	6,278	11,918
		Weekday (T-Th)	6,160	6,559	12,719
		Weekend (Sat, Sun)	4,532	5,387	9,919
3	Fordham Dr	7-Day	5,456	6,172	11,628
		Weekday (T-Th)	5,990	6,684	12,675
		Weekend (Sat, Sun)	4,275	5,018	9,293
4	Marchese Way	7-Day	5,257	5,347	10,604
		Weekday (T-Th)	5,785	5,597	11,382
		Weekend (Sat, Sun)	4,144	4,588	8,732
5	Glade Dr	7-Day	4,693	5,105	9,798
		Weekday (T-Th)	5,151	5,399	10,550
		Weekend (Sat, Sun)	3,756	4,302	8,058
6	Meadowbrook Dr	7-Day	4,778	4,839	9,617
		Weekday (T-Th)	5,329	5,135	10,464
		Weekend (Sat, Sun)	3,622	4,049	7,671
7	Brown Ave	7-Day	4,039	4,373	8,412
		Weekday (T-Th)	4,449	4,574	9,024
		Weekend (Sat, Sun)	3,167	3,755	6,922
8	Gallup Dr	7-Day	4,868	5,189	10,057
		Weekday (T-Th)	5,383	5,427	10,810
		Weekend (Sat, Sun)	3,876	4,505	8,381
9	Roosevelt Cir	7-Day	5,716	6,058	11,774
		Weekday (T-Th)	6,219	6,309	12,528
		Weekend (Sat, Sun)	4,719	5,352	10,071

Safety

Between 2017 and 2022, there were 130 collisions along the Monroe Street Study Corridor, with five resulting in a fatality or serious injury, including a pedestrian fatality at the intersection with Augusta Place. Furthermore, of the 130 collisions, nine involved bicyclists and seven involved pedestrians. The primary crash factor was unsafe speeds (37 collisions), followed by improper turning (28 collisions). Broadside and rear-end collisions made up 60% of the total collisions. For collisions involving pedestrians, the pedestrians were in the crosswalk 64% of the time when they were struck. A total of 11 bicycle and pedestrian-involved collisions occurred on the west side of the corridor (west of Brown Avenue), primarily between Nobili Avenue and Monticello Way. Along this segment, four bicycle and pedestrian-involved collisions occurred. Additionally, most collisions occurred during morning and afternoon commute hours (6:00 to 8:00 a.m. and 5:00 to 7:00 p.m.). The results are summarized in **Figure 4** and **Figure 5**.

Figure 4. Monroe Street Collision Profile

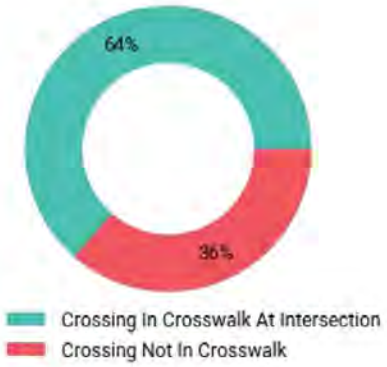


COLLISION CHARACTERISTICS
ALL COLLISIONS ON MONROE STREET

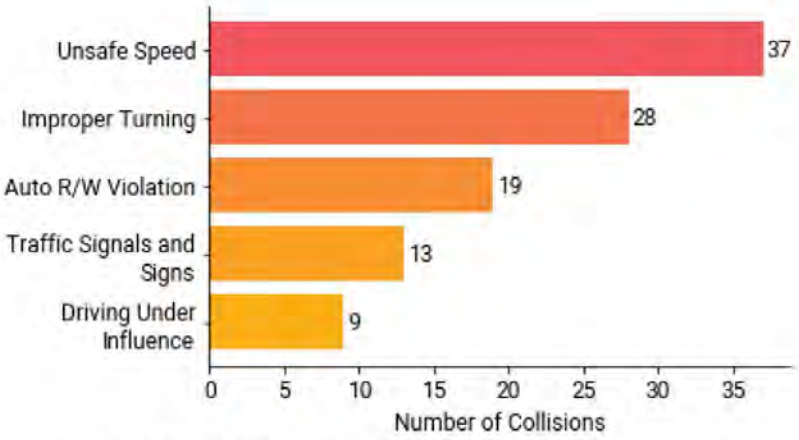
	Total	KSI	Bicycle	Pedestrian
All Collisions	130	5	9	7
Alcohol Involved	9	1	0	0
Speeding Involved	37	2	1	0
Collisions After Dark	44	3	1	3

Two of the Killed or Serious Injury (KSI) crashes on Monroe Street involved pedestrians. One occurred near Pacific Drive and one at Augusta Place. There were no bicycle KSIs.

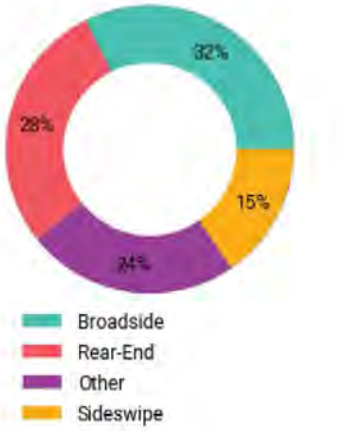
PEDESTRIAN LOCATION WHEN STRUCK



PRIMARY CRASH FACTOR



TYPE OF COLLISION



COLLISIONS BY TIME OF DAY

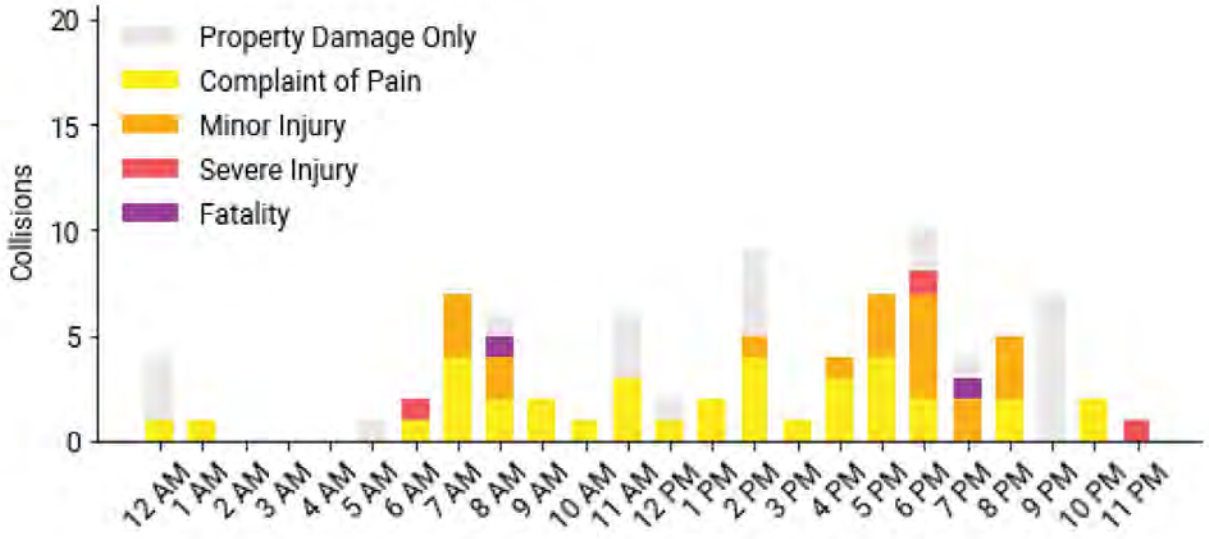


Figure 5. Map of Bicycle-Involved Collisions



SPEED DATA

The City collected vehicle speed data using pneumatic tubes at nine locations along the corridor across seven days (March 31 to April 6, 2023). Monroe Street has a posted speed limit of 35 miles per hour (mph). Over 80% of people driving vehicles in both directions at Monroe Street and Gallup Drive exceeded the 35-mph speed limit during the study period. As shown in **Table 5: Monroe Street Speed Survey Results,** the 85th percentile speeds ranged from 33 to 44 mph, averaging 38 mph. The 85th percentile speed is the speed at which 85% of the people driving on a road segment travel at or below. Based on this speed survey, the Study presents an opportunity to reduce vehicle speeds through thoughtful roadway design changes.

Table 5. Monroe Street Speed Survey Results

Speed Location (Eastbound)	85th Percentile Speed (mph)	Percentage of People Driving >35 mph
Pacific Dr	36	20.8%
Nobili Ave	33	40.3%
Fordham Dr	38	28.4%
Marchese Wy	37	23.3%
Glade Dr	39	37.6%
Meadowbrook Dr	39	47.2%
Brown Ave	41	60.1%
Gallup Dr	44	80.9%
Roosevelt Cir	33	9.3%
Eastbound Average	38	38.7%
Speed Location (Westbound)	**85th Percentile Speed (mph)**	**Percentage of People Driving >35 mph**
Pacific Dr	33	9.3%
Nobili Ave	37	25.8%
Fordham Dr	37	23.0%
Marchese Wy	37	25.1%
Glade Dr	39	37.9%
Meadowbrook Dr	39	38.8%
Brown Ave	42	64.7%
Gallup Dr	44	80.8%
Roosevelt Cir	33	6.5%
Westbound Average	38	34.7%
Corridor Average	**38**	**36.7%**

Parking Utilization

The project team conducted parking counts along both sides (westbound and eastbound) of Monroe Street from Lawrence Expressway to San Tomas Expressway on three consecutive weekdays (Tuesday through Thursday) on April 4, 5, and 6, and on Saturday, April 8, 2023. Counts were also collected on all side streets along Monroe Street (500-foot segments) within the project area (i.e., 24 side streets). Staff conducted counts during three time periods per day:

- 7:00 to 9:00 a.m. to capture **peak daytime** parking needs,
- 11:00 a.m. to 2:00 p.m. to capture **peak midday** parking needs, and;
- 2:00 to 4:00 a.m. to capture **peak overnight** parking needs.

Available parking spaces were calculated by measuring the full length of the available frontage along the roadway and discounting the red curb frontage. Driveways were also counted and then subtracted (20 feet per driveway). This number was then divided by the average parallel parking spot length of 22 feet.

The City studied the following side streets for 500 feet from Monroe Avenue to the north and south:

- Roosevelt Circle
- South Drive
- Gallup Drive
- Quinn Avenue
- Bowers Avenue
- Augusta Place
- Amethyst Drive
- Brown Avenue
- Chromite Drive
- Meadowbrook Drive
- Glade Drive
- Marchese Way
- Monticello Way
- French Street
- Pacific Drive
- Nobili Avenue
- Fordham Drive
- Calabazas Boulevard
- San Juan Avenue
- Machado Avenue
- Francis Avenue
- Stebbins Avenue
- Elliot Street
- Marmon Court

Monroe Street accommodates 319 parking spaces along the project corridor and 884 parking spaces on side streets (extending 500 feet up each side from each Monroe Street intersection). Utilization rates are calculated by the number of parking spaces used out of the full available inventory of legal spaces. Along the north side of Monroe Street, there is a 39% parking utilization rate, meaning that out of the 201 parking spaces available, 79 are regularly used, and 61% are available. On the south side of the corridor, there is a 36% parking utilization rate, which means that out of the 118 parking spaces available, 43 are regularly used, and 64% are available. The corridor's average parking utilization rate is 38%, meaning on average, 62% of available parking is available or unused. The overnight period had the highest parking utilization rates, with 43% utilized on weeknights and weekend nights, and 57% remaining vacant. The only street segments with parking utilization rates over 85% are in the area west of Adrian Wilcox High School, where less than 15% of spaces are available. These parking utilization and availability rates are summarized in **Table 6: Availability Summary by Location** and **Table 7: Average Utilization by Day and Time** and mapped in **Figure 6.**

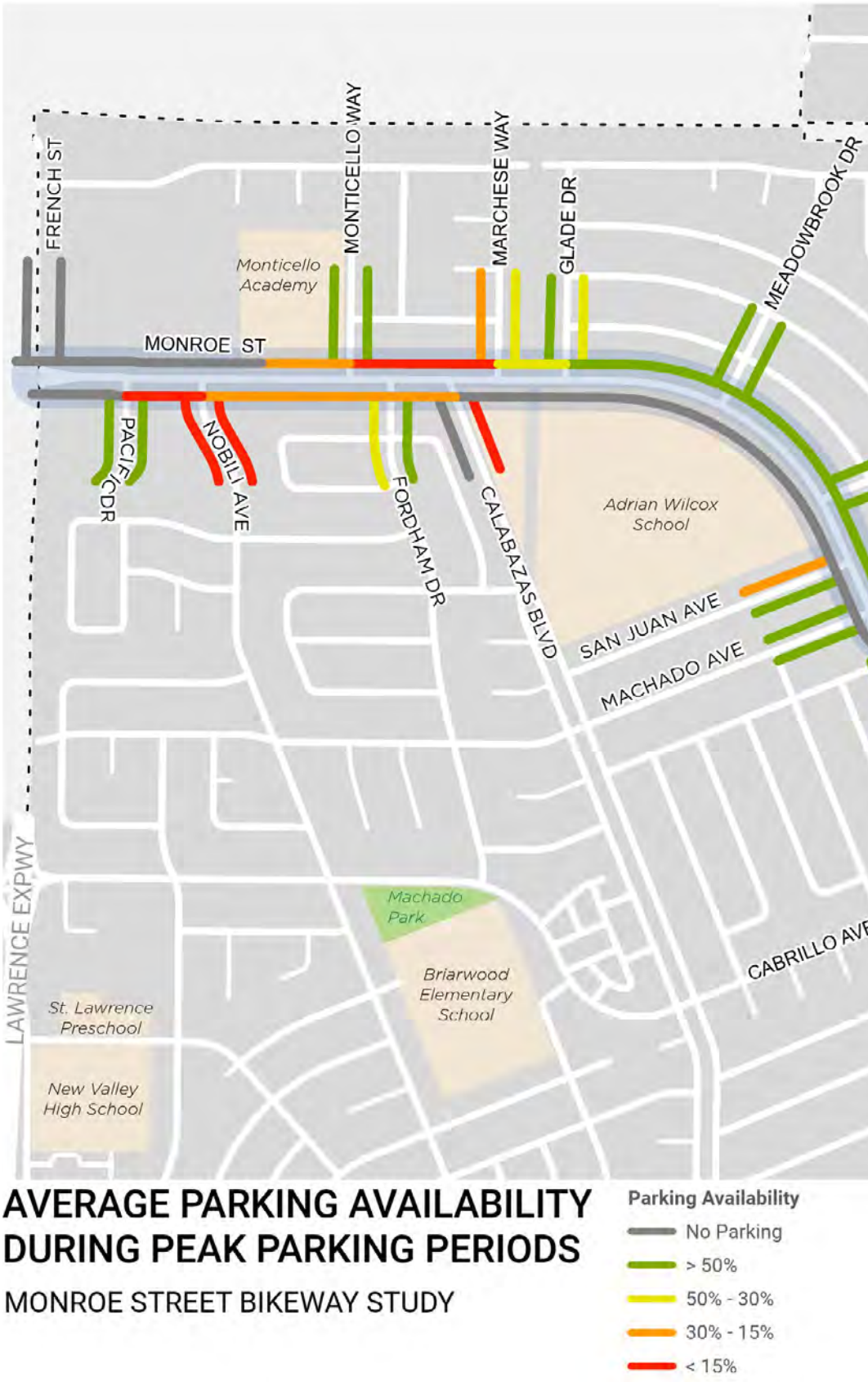
Table 6. Availability Summary by Location

Location	Available Parking Spaces	Average Cars Observed	Utilization Rate	Parking Availability
Monroe Overall	319	122	38%	**62%**
Monroe Street - North Side	201	79	39%	**61%**
Monroe Street - South Side	118	43	36%	**64%**
Side Streets	884	328	37%	**63%**

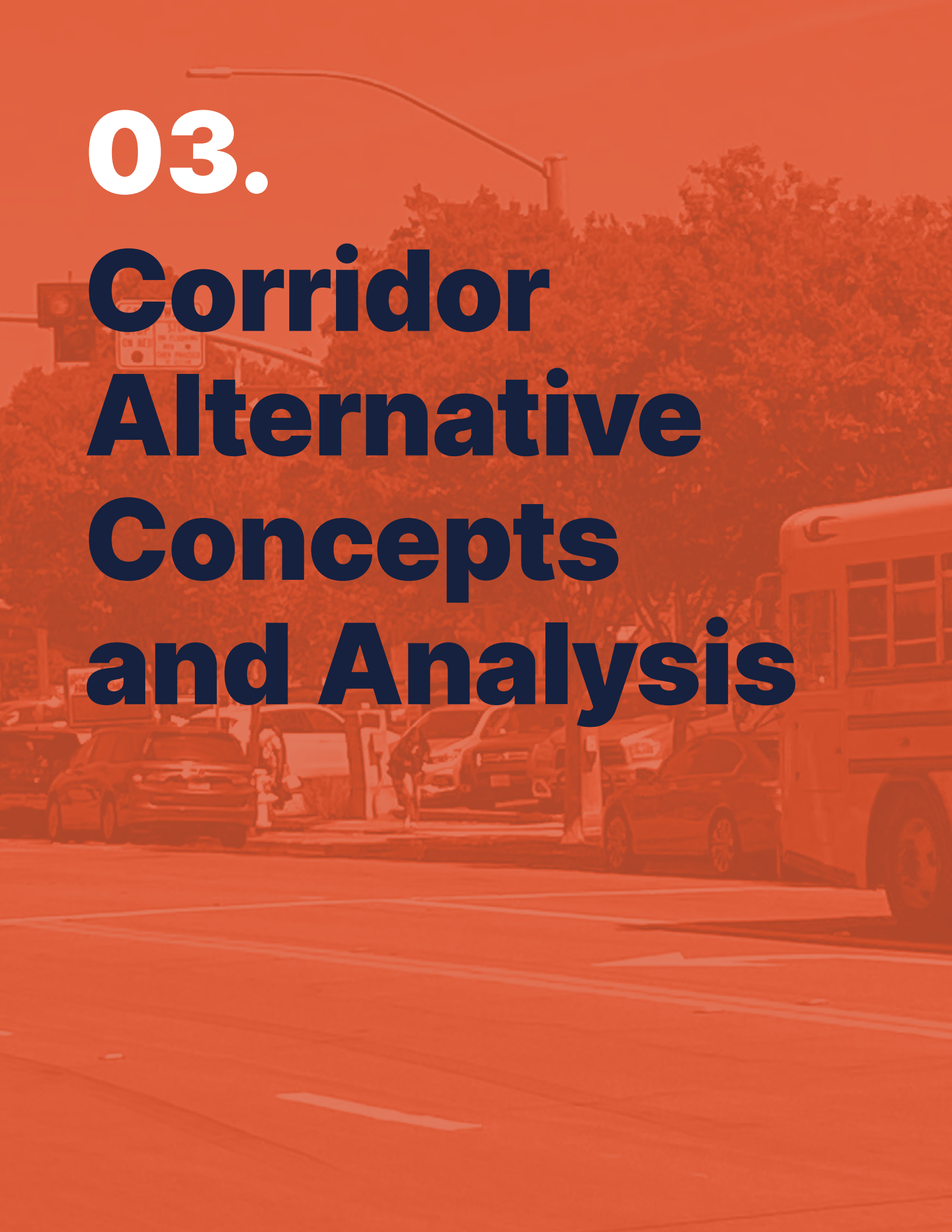
Table 7. Average Utilization and Availability by Day and Time

Count Period		Monroe Street Parking Utilization	Monroe Street Parking Availability	Side Street Parking Utilization	Side Street Parking Availability
Weekday Morning	7:00 - 9:00 a.m.	34%	**66%**	35%	**65%**
Weekday Midday	11:00 a.m. - 2:00 p.m.	31%	**69%**	32%	**68%**
Weekday Overnight	2:00 a.m. - 4:00 a.m.	43%	**57%**	42%	**58%**
Weekend Morning	7:00 - 9:00 a.m.	39%	**61%**	38%	**62%**
Weekend Midday	11:00 a.m. - 2:00 p.m.	40%	**60%**	36%	**64%**
Weekend Overnight	2:00 a.m. - 4:00 a.m.	43%	**57%**	41%	**59%**

Figure 6. Current Average Parking Availability Rates During Peak Periods




Bracher Park
Institute for Business & Technology Inc.
Bracher Elementary School
CHROMITE DR
AMETHYST DR
AUGUSTA PL
BOWERS AVE
GALLUP DR
SOUTH DR
ROOSEVELT CIR
ELLIOT ST
STEBBINS AVE
QUINN AVE
MARMON CT
Everett N. "Eddie" Souza Park
FRANCIS AVE
BROWN AVE
Cabrillo Montessori School of Silicon Valley
SAN TOMAS EXPWY
Bowers Elementary School
Bowers Park
Santa Clara Skate Park
Cabrillo Middle School
Study Corridor
Parks
School
City Boundary
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03.

Corridor Alternative Concepts and Analysis

Alternative Concepts

To meet the goals of the study, the project team developed three future visions or alternatives for the corridor. While each is technically feasible, they have unique benefits and trade-offs. The fourth alternative is to do nothing also known as the "No Build" scenario. This chapter will describe each of the alternatives.

Existing Conditions/No Build

These roadway cross-sections and the following concepts show a prototypical location on Monroe Street to demonstrate different roadway and intersection design features. The concepts are not specific to a particular location or intersection on Monroe Street. The cross-section design detail and more information on the proposed dimensions and considerations of a typical 64-foot section of Monroe Street, as well as atypical sections, can be seen in **Figure 7** and **Figure 8**. The existing conditions are summarized below and represent a "No Build" scenario.

Monroe Street from Lawrence Expressway to San Tomas Expressway generally has four traffic lanes and parking on both sides. The vehicle travel lanes are 11 to 12 feet wide; curb to curb width is 64 feet wide (including the gutter), and the public right-of-way is 74 to 90 feet, which includes the sidewalk and landscape strip between the curb and sidewalk. This condition varies from Calabazas Boulevard to Chromite Drive, where there is a two-way left-turn lane, parking only along the north side of the street, and parking is restricted along the south side of the street. This condition also varies from Chromite Drive to San Tomas Creek Trail, where the vehicle travel lanes are 10 feet wide; there is a five-foot-wide bike lane and parking on each side of the street.



Existing conditions on Monroe at Calabazas Creek (top) and Glade Drive (bottom).

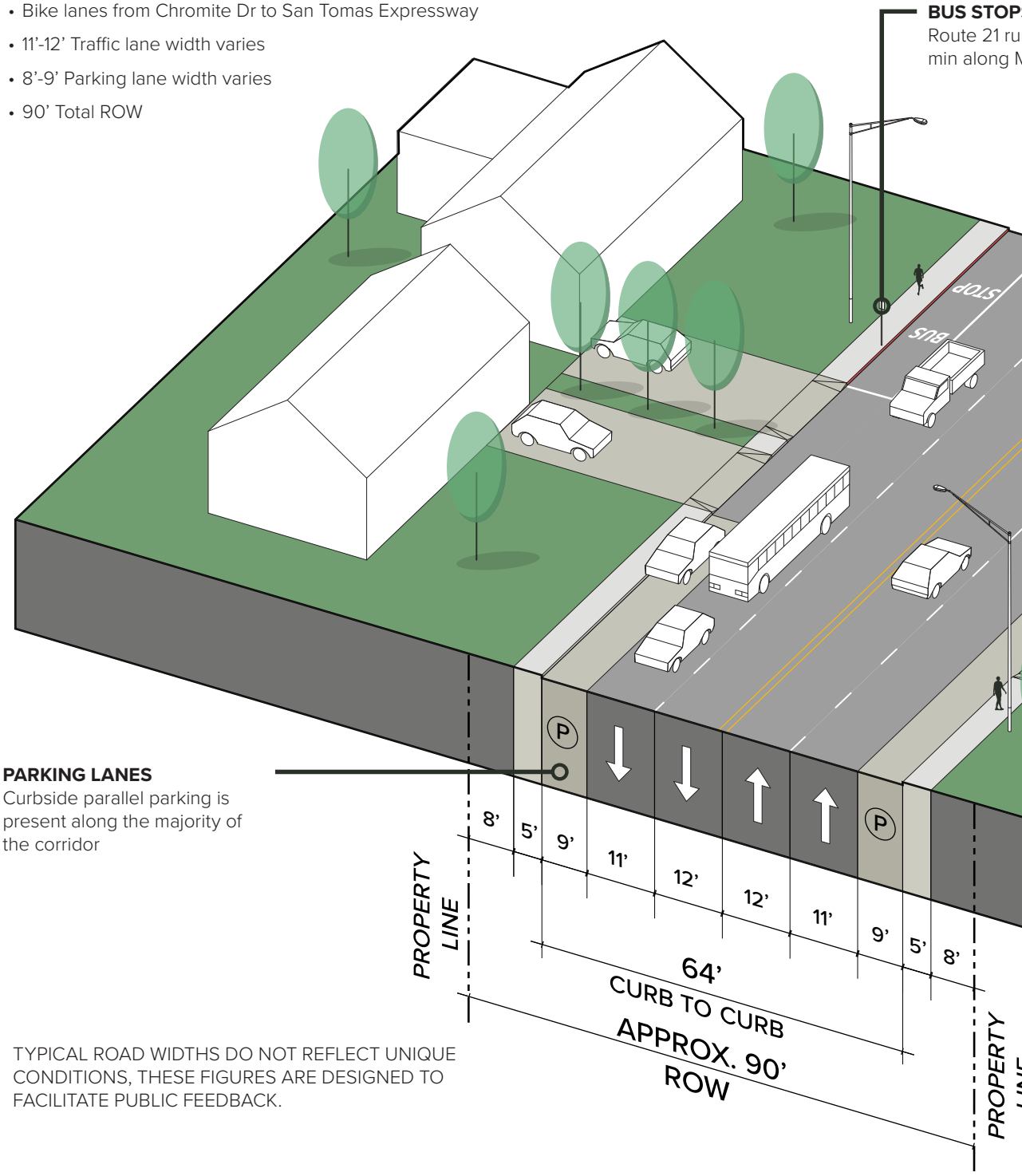
Figure 7. Existing Conditions/No Build Cross-Section

64’ WIDE TYPICAL

Existing Conditions / No Build Option

MONROE ST FROM LAWRENCE EXPWY TO CALABAZAS BLVD

- Sharrows from Nobili Ave to Chromite Dr
- Bike lanes from Chromite Dr to San Tomas Expressway
- 11’-12’ Traffic lane width varies
- 8’-9’ Parking lane width varies
- 90’ Total ROW

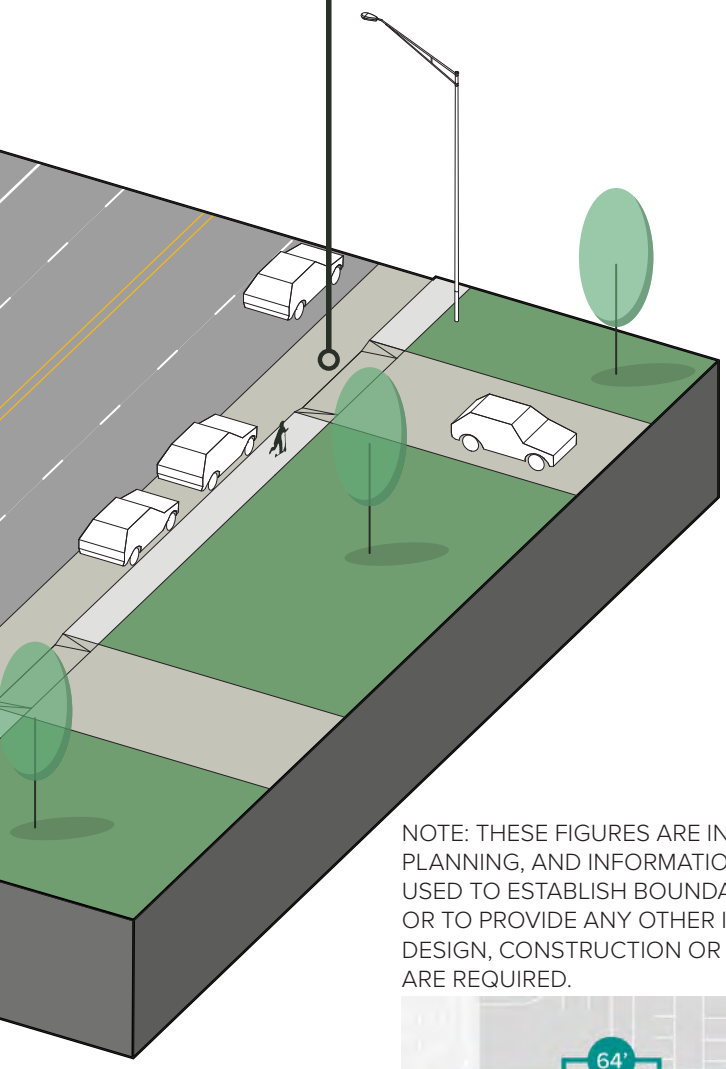


PARKING LANES
Curbside parallel parking is present along the majority of the corridor

TYPICAL ROAD WIDTHS DO NOT REFLECT UNIQUE CONDITIONS, THESE FIGURES ARE DESIGNED TO FACILITATE PUBLIC FEEDBACK.

S
ns every 30
Monroe

CHALLENGING VISIBILITY
Driveway entry and exit is challenging due to fast-moving vehicles and curbside parking



LINE

PHOTO: EXISTING CONDITIONS ON MONROE



NOTE: THESE FIGURES ARE INTENDED ONLY FOR REFERENCE, CONCEPTUAL PLANNING, AND INFORMATIONAL PURPOSES. THESE FIGURES SHOULD NOT BE USED TO ESTABLISH BOUNDARIES, PROPERTY LINES, LOCATION OF OBJECTS, OR TO PROVIDE ANY OTHER INFORMATION TYPICALLY NEEDED FOR FINAL DESIGN, CONSTRUCTION OR ANY OTHER PURPOSE WHEN ENGINEERED PLANS ARE REQUIRED.

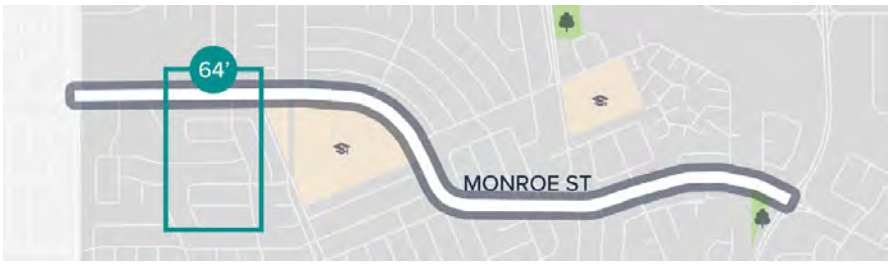


Figure 8. Existing Conditions/No Build Typical Cross-Section Alongside Wilcox High School and Variation from Typical Existing Condition

64’ WIDE

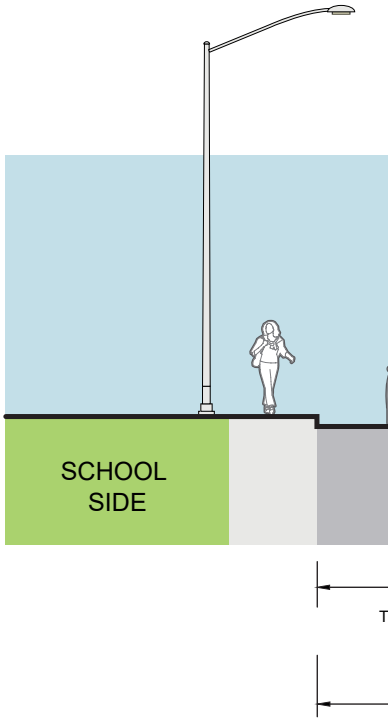
Existing Conditions / No Build

ALONGSIDE HIGH SCHOOL

MONROE ST FROM CALABAZAS BLVD TO CHROMITE DR

- One side parking + center lane





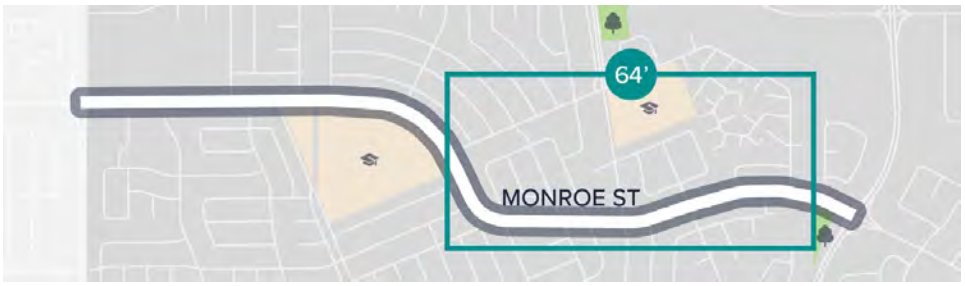
64’ WIDE

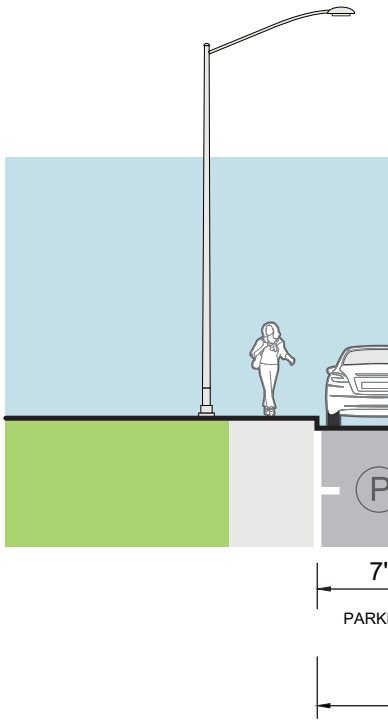
Existing Conditions / No Build

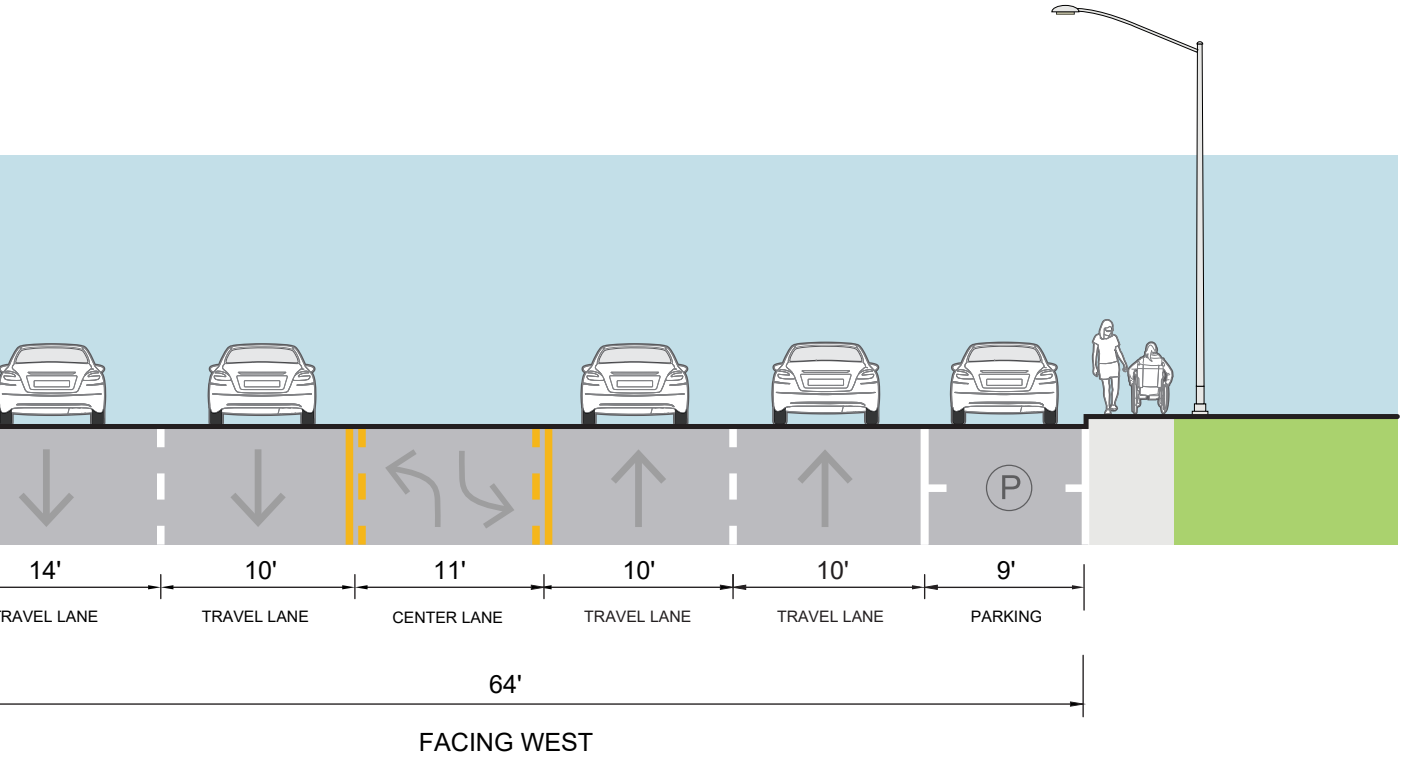
VARIATION FROM TYPICAL EXISTING CONDITION

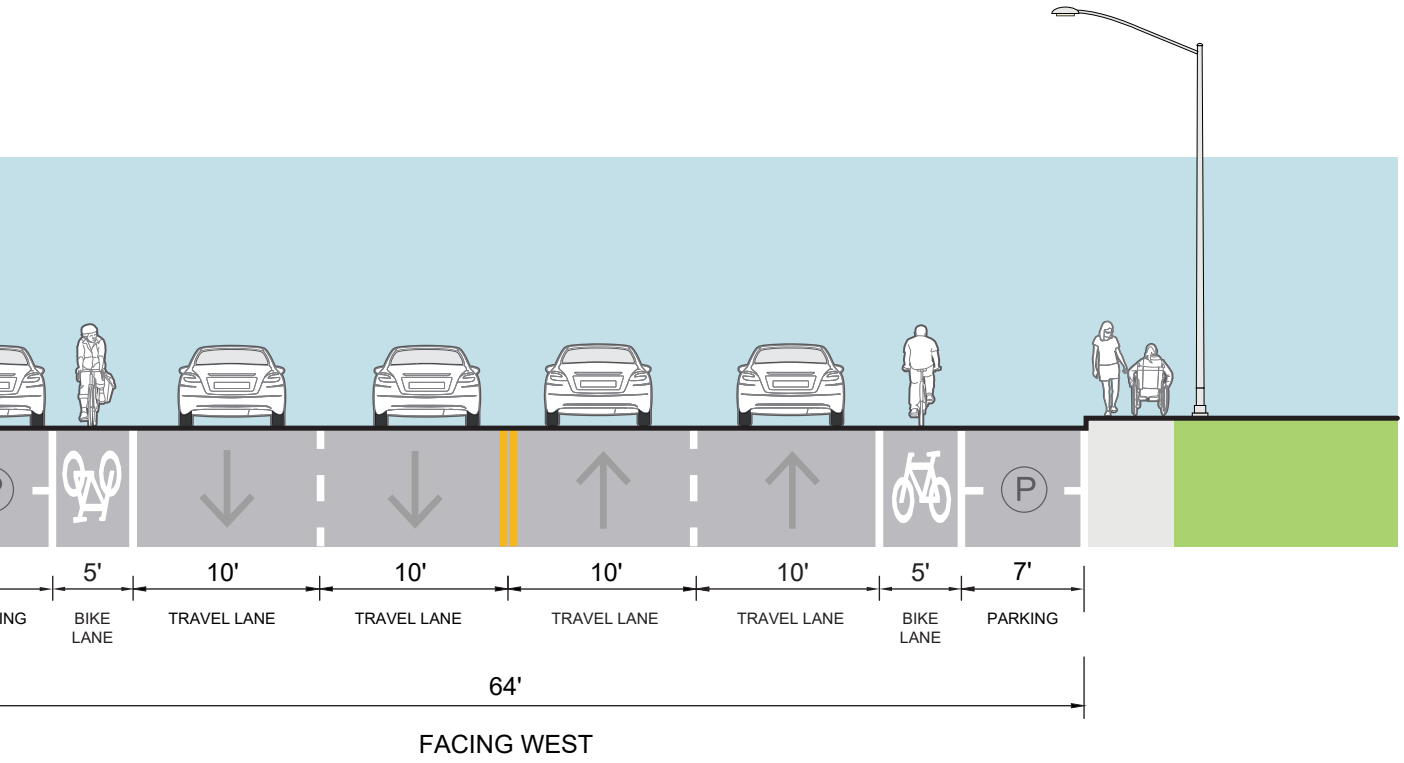
MONROE ST FROM CHROMITE DR TO SAN TOMAS EXPY

- Two sides parking + Class II bike lanes






P
14'
10'
11'
10'
10'
9'
TRAVEL LANE
TRAVEL LANE
CENTER LANE
TRAVEL LANE
TRAVEL LANE
PARKING
64'
FACING WEST


P
5'
10'
10'
10'
10'
5'
7'
BIKE LANE
TRAVEL LANE
TRAVEL LANE
TRAVEL LANE
TRAVEL LANE
BIKE LANE
PARKING
64'
FACING WEST

Corridor Design Concepts

Concept A: Two Lanes, Center Turn Lane, Buffered Bike Lanes, Parking on Both Sides

This concept removes one travel lane in each direction and adds a two-way center left-turn lane. Parking is maintained on both sides of the street. An eight-foot-wide buffered bicycle lane (Class IIB) is added to each side of the street, with five feet of bikeway and three feet of buffer. On the segment in front of Wilcox High School, because there is no parking on the south side in front of the school, the bikeways are wider, with an eleven-foot-wide separated bike lane on the south side in front of the school and a nine-foot-wide buffered bike lane on the north side in front of residences. The cross-section design detail and more information on proposed dimensions and considerations for this concept can be seen in **Figure 9** at typical locations and **Figure 10** alongside Wilcox High School.

Concept B: Two Lanes, Center Turn Lane, Parking-Protected Bike Lanes

This concept removes one travel lane in each direction and adds a two-way center left-turn lane. An eight-foot-wide separated bikeway (Class IV) is added to each side of the street in this concept, with five feet of bikeway and three feet of buffer. Parking is maintained on both sides of the street, but it is positioned outside the bikeway to act as a vertical separation between the bikeway and the vehicle travel lane. On the segment in front of Wilcox High School, because there is no parking on the south side in front of the school, the bikeways are wider, with an eleven-foot-wide separated bike lane on the south side in front of the school and a nine-foot-wide parking-protected bike lane on the north side in front of residences. The cross-section design detail and more information on proposed dimensions and considerations for this concept can be seen in **Figure 11** at typical locations and **Figure 12** alongside Wilcox High School.

Concept C: Four Lanes, Buffered Bike Lanes, Remove Parking on One Side

This concept maintains four travel lanes, but it removes one parking lane. Parking will be removed from the south side, as that would have the least impact on parking supply on the Monroe Street corridor. A seven-foot-wide buffered bicycle lane (Class IIB) is added to each side of the street, with five feet of bikeway and two feet of buffer. On the segment in front of Wilcox High School, because of the roadway space needed for five vehicle lanes, there is less space for bikeway implementation, with an eight-foot-wide separated bike lane on the south side in front of the school, and a five-foot-wide bike lane on the north side in front of residences. The cross-section design detail and more information on proposed dimensions and considerations for this concept can be seen in **Figure 13** at typical locations and **Figure 14** alongside Wilcox High School.

Lessons Learned in Trash Collection with Separated Bikeways

Separated bikeways provide a key investment in the safety and comfort of roadways for all users. With these configuration changes come layered discussions about curbside management, including trash collection, as California Vehicle Code 21211 (b) prohibits the placement of bins in travel lanes and bikeways. These concerns can be mitigated with design and programmatic solutions. Specific designs for this corridor could include regular breaks in bikeway curbs or planting strips (particularly around driveways), targeted sections of painted buffers with spaced vertical elements, such as bollards or flex posts, and mountable curbs in areas designated for bins. Programmatic solutions could include postcard mailers to residents, stickers for bins with placement instructions, and City staff presence around the first few trash days to engage residents and businesses. These solutions can allow regular weekly trash collection in the design concepts.

Additionally, the City's Annual Cleanup Campaign for bulky item pickup is a part of considerations for the design. No Build Option and Concept A allow the Annual Cleanup Campaign to operate the same as the current set-up where residents can temporarily place the bulky items next to the curb. Concept B and Concept C (south side only) would impede the pick-up of bulky items when bike lanes are next to the curb, or if no on-street parking space or shoulder is available. If Concept B or Concept C is selected, there are currently alternative programmatic options for disposal of bulk and hazardous items listed on the City's website, including on-call pickups and disposal sites.

The 2017 Fresno Class IV Bikeway Design Guide provides guidance on loading and garbage access for larger collections and dumpster pickup. The City of Los Gatos coordinated with their residential trash collection service provider to identify areas for bin placement on Winchester Boulevard, as noted in their 2021 FAQ document for the community. In 2022, the City of Petaluma implemented a demonstration project on Rainer Avenue that included a parking-protected separated bikeway



Designated trash bin locations at driveways on the Rainier Avenue Paving and Traffic Calming Upgrades Project, City of Petaluma, CA



Loading and Garbage Access at Mid-Block Locations (Source: 2017 Fresno Class IV Bikeway Design Guide)

in a single-family residential area. The project includes a combination of red curbs and painted buffers around driveways, creating a designated space for trash bins. This demonstration project used paint and flexible posts and is moving forward to become permanent. Similarly, the City of San Luis Obispo created designated trash bin space on the North Chorro Neighborhood Greenway. The Richmond Wellness Trail in the City of Richmond also left space or painted buffers to accommodate bins and large item pickup.

On the programmatic side, Napa launched a Don't Trash the Bike Lane effort to educate community members on how to place bins to keep bike lanes clear and safe for users. Los Gatos coordinated with their residential trash collection service provider and several multifamily residences with commercial garages to identify specific areas for community members to place bins on Winchester Boulevard, as noted in their 2021 FAQ document.

Figure 9. Concept A: Two Lanes, Center Turn Lane, Buffered Bike Lanes, Parking on Both Sides - Typical Condition

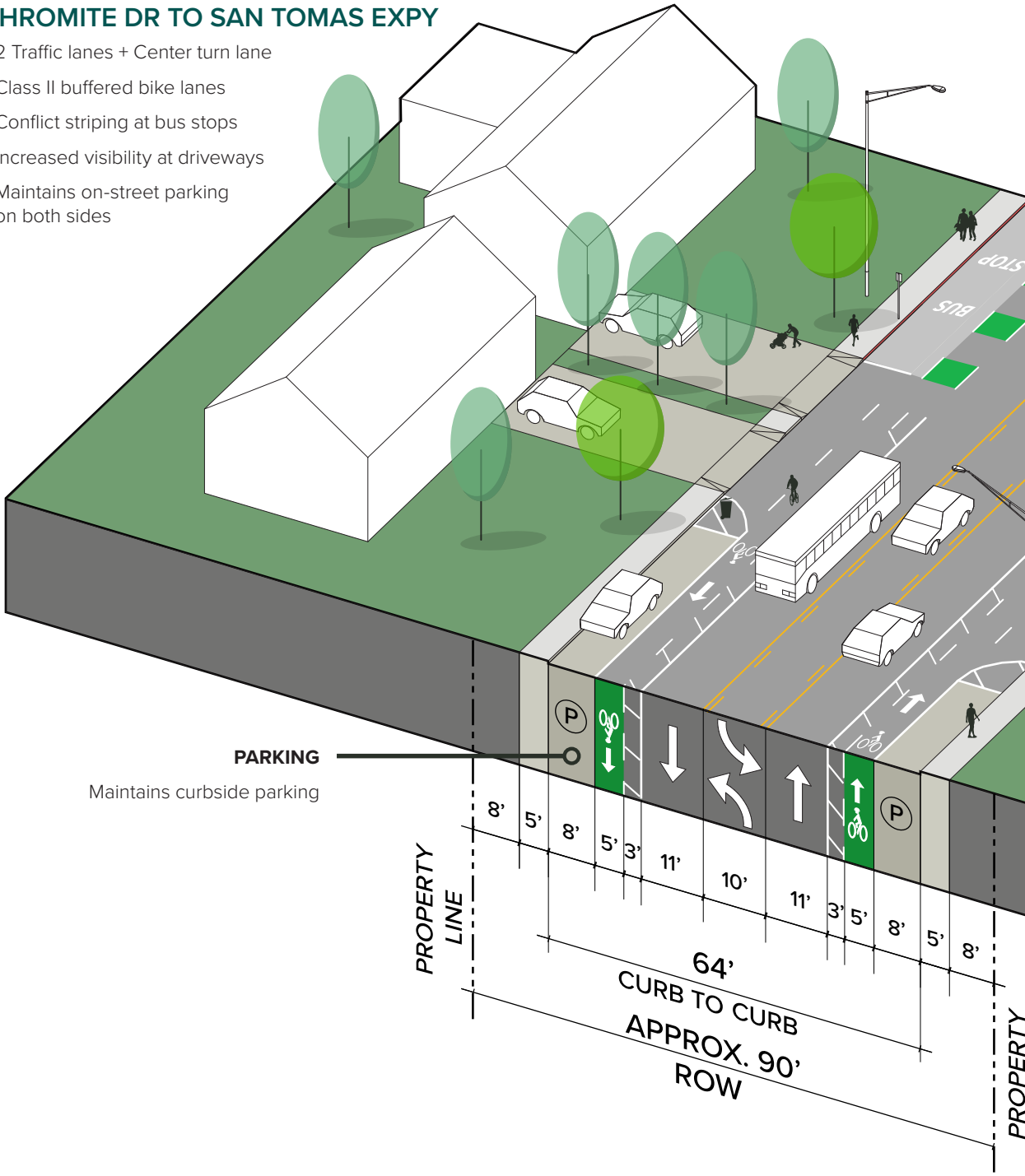
64’ WIDE TYPICAL

Concept A

TWO LANES, CENTER TURN LANE, BUFFERED BIKE LANES, PARKING ON BOTH SIDES

MONROE ST FROM LAWRENCE EXPWY TO CALABAZAS BLVD + CHROMITE DR TO SAN TOMAS EXPY

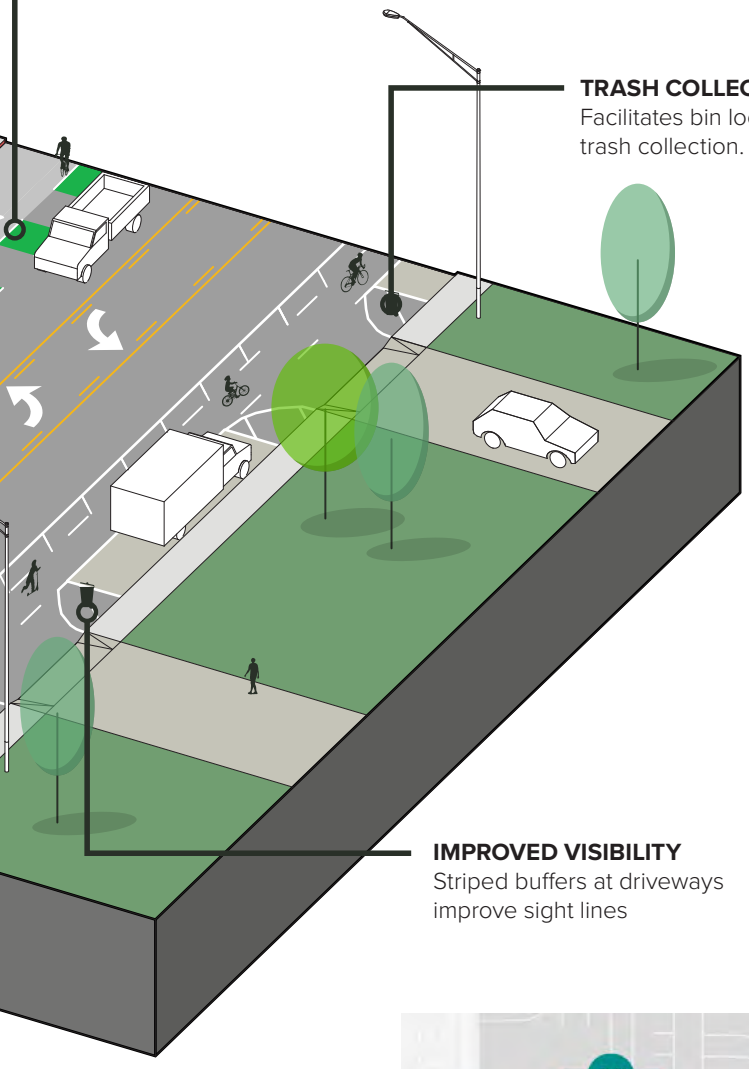
- 2 Traffic lanes + Center turn lane
- Class II buffered bike lanes
- Conflict striping at bus stops
- Increased visibility at driveways
- Maintains on-street parking on both sides



BUS MIXING ZONE
Green striping helps warn users of potential conflict between buses and cyclists.

Buffer area maintains consistent vehicle lane width.

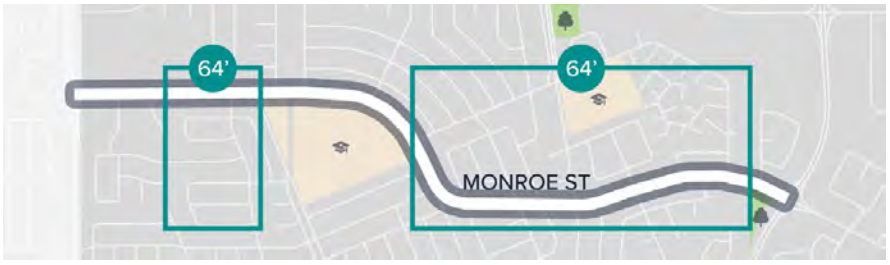
TRASH COLLECTION
Facilitates bin location for trash collection.



IMPROVED VISIBILITY
Striped buffers at driveways improve sight lines



EXAMPLE OF BUFFERED BIKE LANES
A buffer between vehicle traffic provides additional horizontal separation from vehicles.



LINE

Figure 10. Concept A: Two Lanes, Center Turn Lane, Buffered Bike Lanes, Parking on Both Sides - Alongside Wilcox High School

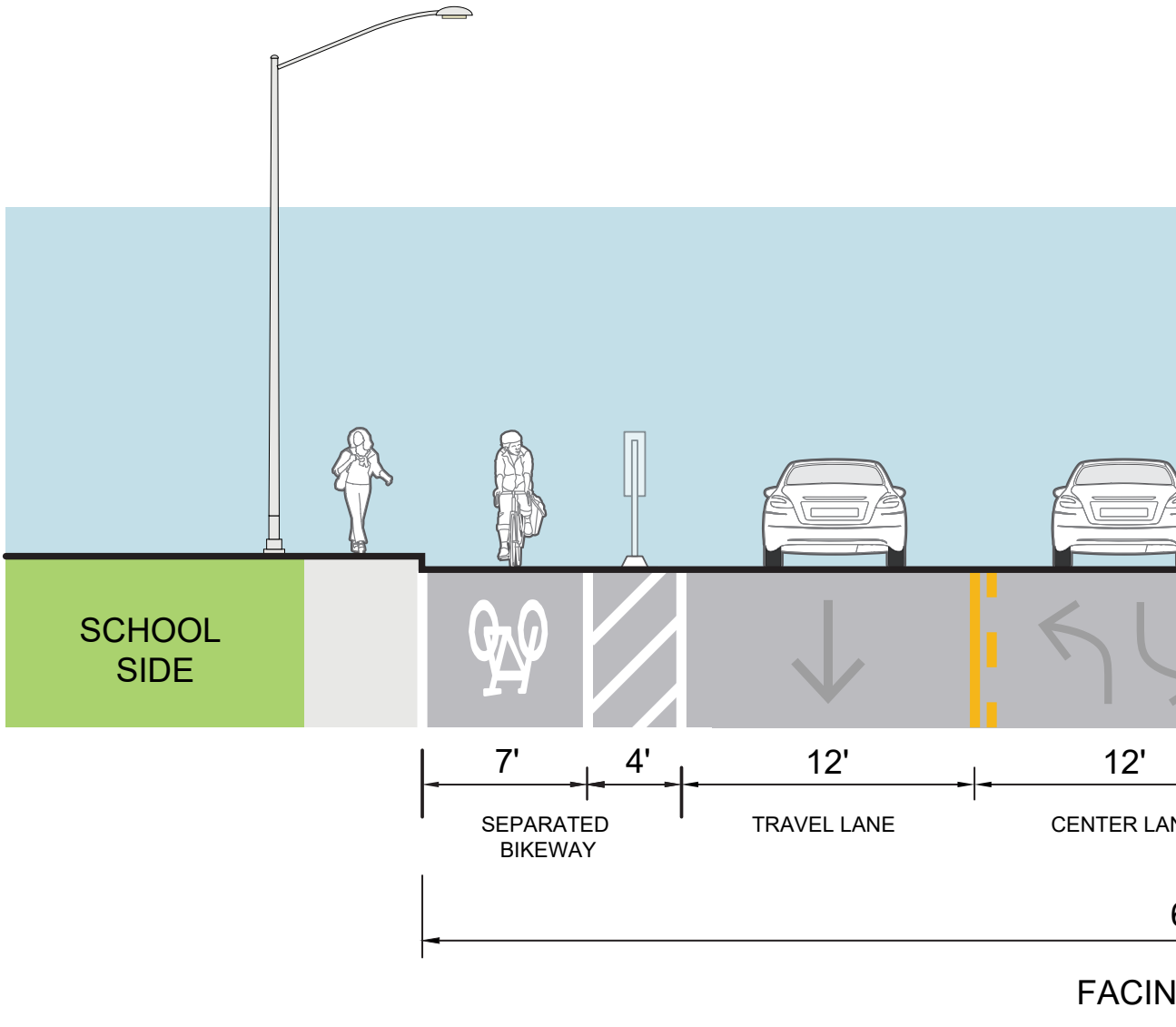
64' WIDE

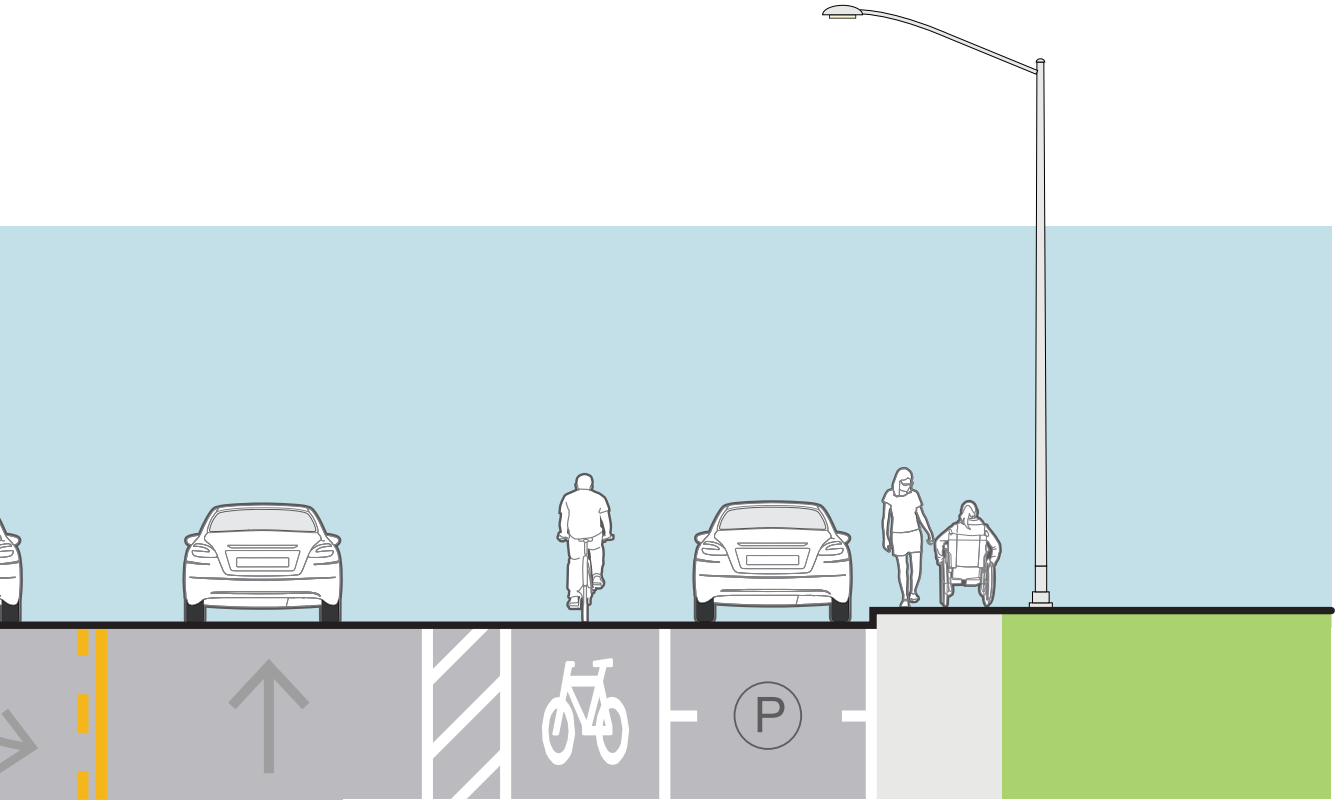
Concept A

ALONGSIDE HIGH SCHOOL

MONROE ST FROM CALABAZAS BLVD TO CHROMITE DR

- South side protected bike lane - in front of high school
- North side buffered bike lane - in front of residences





12' TRAVEL LANE | 3' | 6' BUFFERED BIKE LANE | 8' PARKING

64'

G WEST



Figure 11. Concept B: Two Lanes, Center Turn Lane, Parking-Protected Bike Lanes - Typical Condition

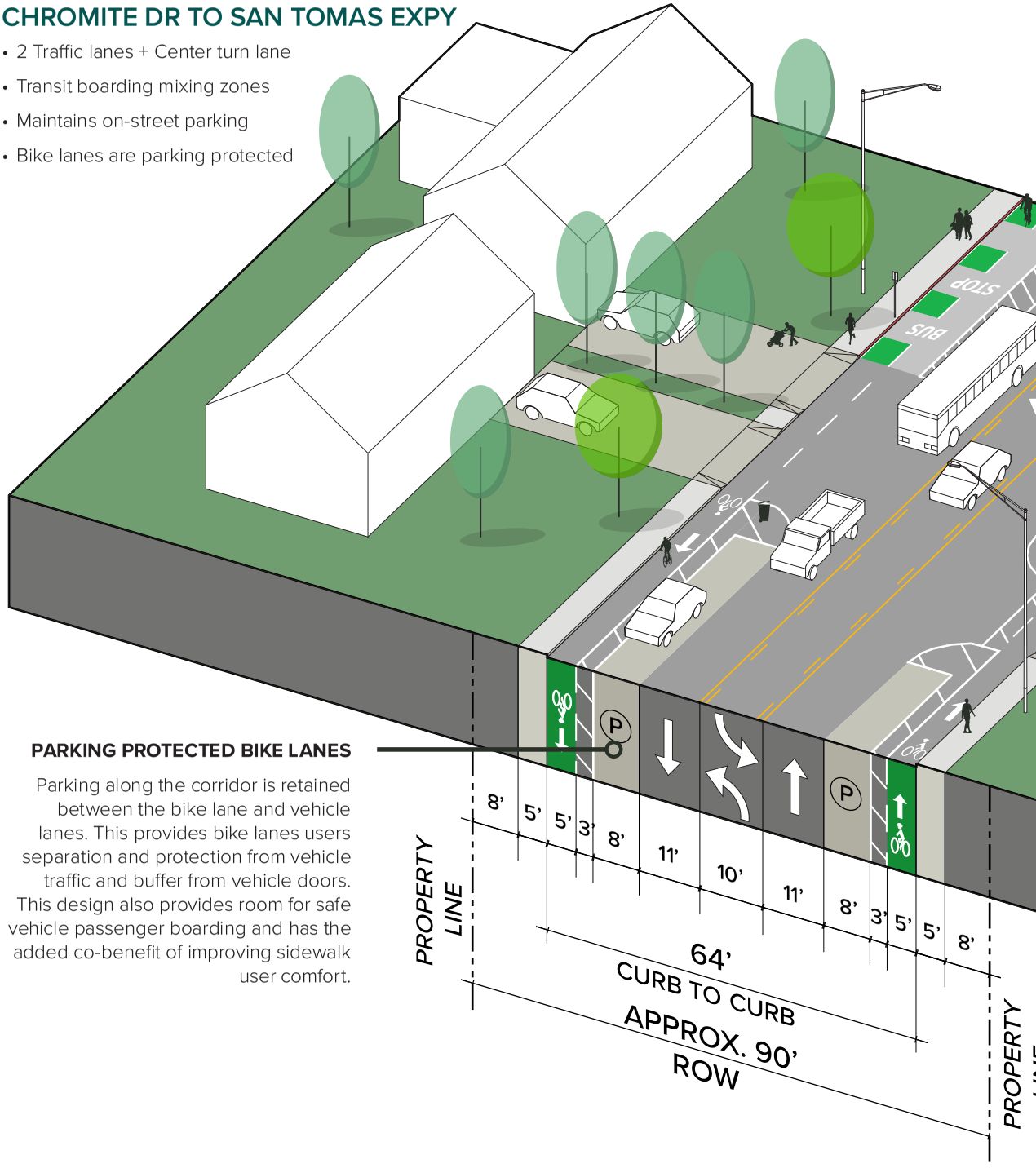
64’ WIDE TYPICAL

Concept B

TWO LANES, CENTER TURN LANE, PARKING-PROTECTED BIKE LANES

MONROE ST FROM LAWRENCE EXPWY TO CALABAZAS BLVD + CHROMITE DR TO SAN TOMAS EXPY

- 2 Traffic lanes + Center turn lane
- Transit boarding mixing zones
- Maintains on-street parking
- Bike lanes are parking protected



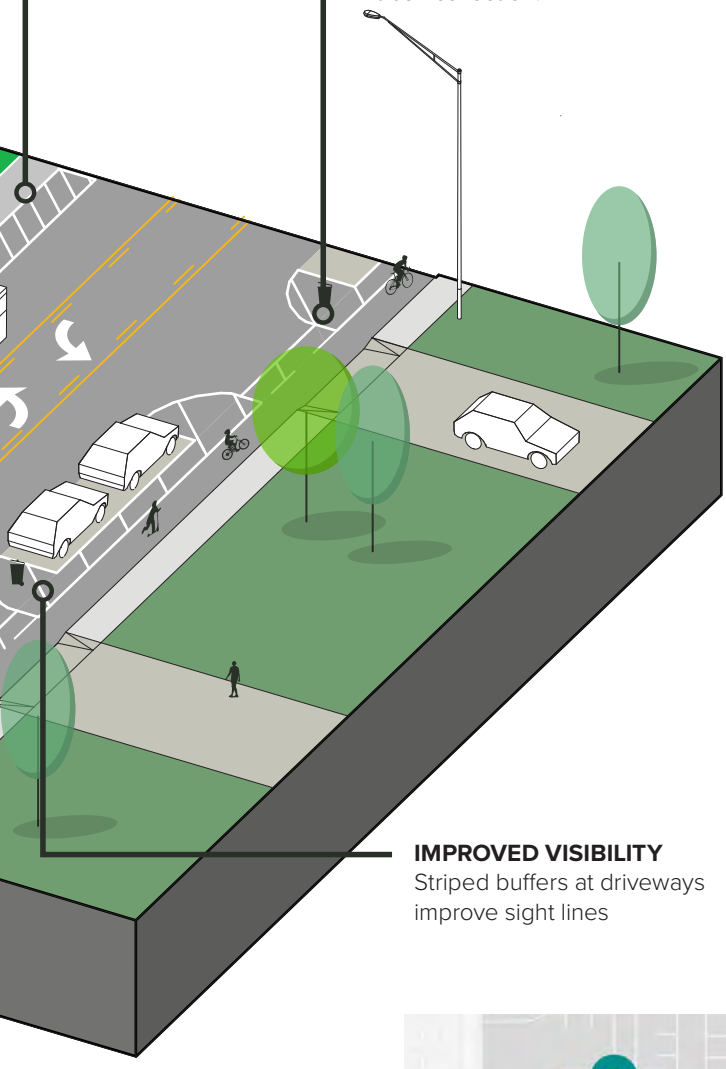
PARKING PROTECTED BIKE LANES

Parking along the corridor is retained between the bike lane and vehicle lanes. This provides bike lanes users separation and protection from vehicle traffic and buffer from vehicle doors. This design also provides room for safe vehicle passenger boarding and has the added co-benefit of improving sidewalk user comfort.

BUS MIXING ZONE
Green striping helps warn users of potential conflict between buses and cyclists.

Buffer area maintains consistent vehicle lane width.

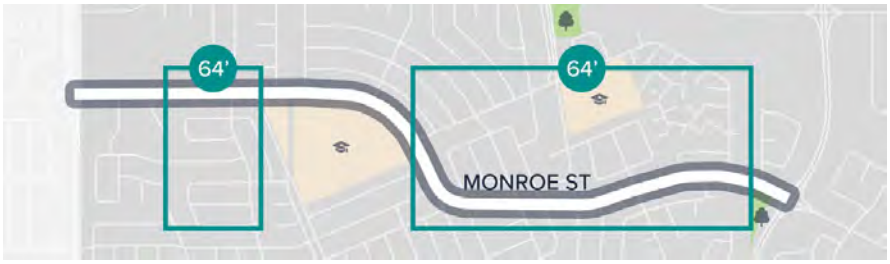
TRASH COLLECTION
Facilitates bin location for trash collection.



IMPROVED VISIBILITY
Striped buffers at driveways improve sight lines



EXAMPLE OF PARKING PROTECTED BIKE LANES



LINE

Figure 12. Concept B: Two Lanes, Center Turn Lane, Parking-Protected Bike Lanes – Alongside Wilcox High School

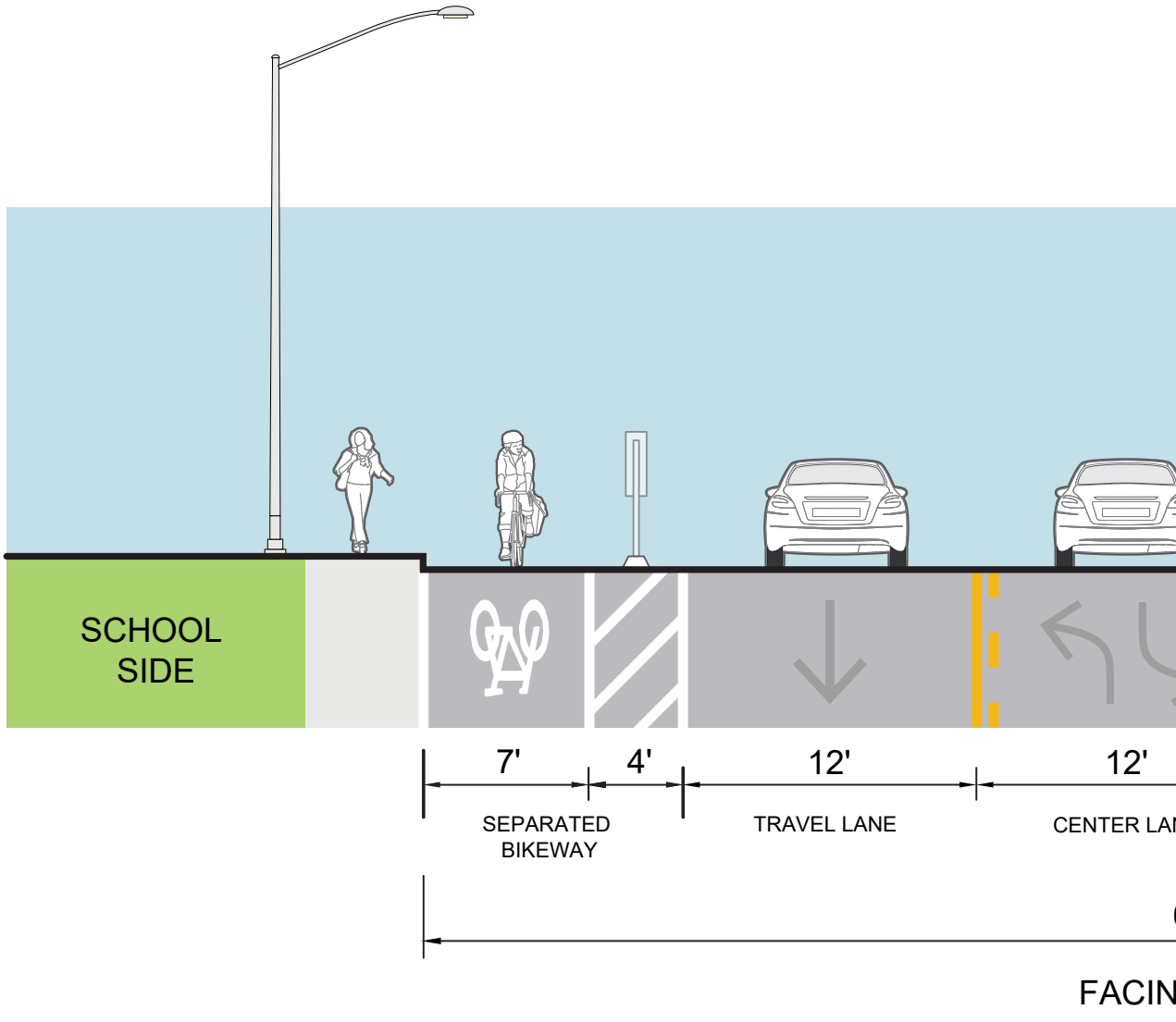
64’ WIDE

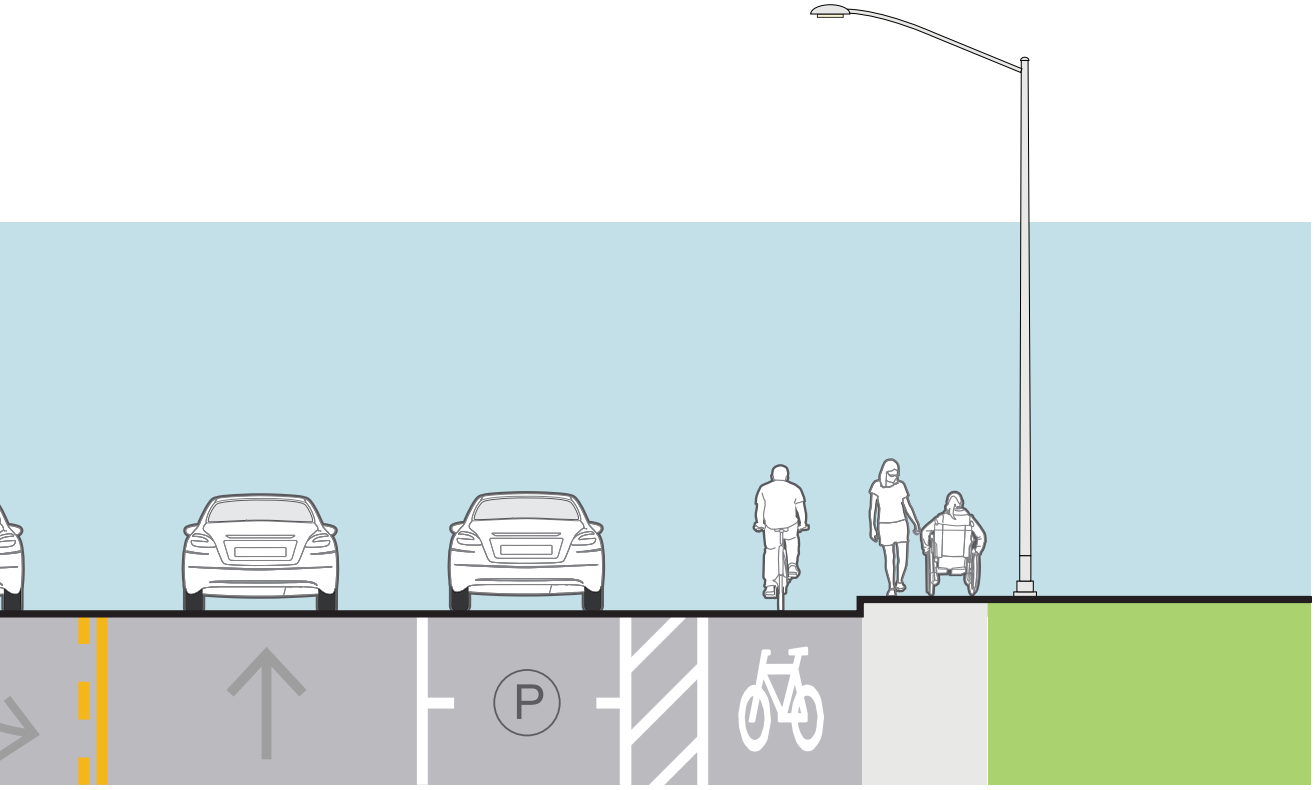
Concept B

ALONGSIDE HIGH SCHOOL

MONROE ST FROM CALABAZAS BLVD TO CHROMITE DR

- South side protected bike lane - in front of high school
- North side parking-protected bike lane - in front of residences





12' 8' 3' 6'

NE TRAVEL LANE PARKING SEPARATED BIKEWAY

64'

IG WEST



Figure 13. Concept C: Four Lanes, Buffered Bike Lanes, Remove Parking on One Side - Typical Condition

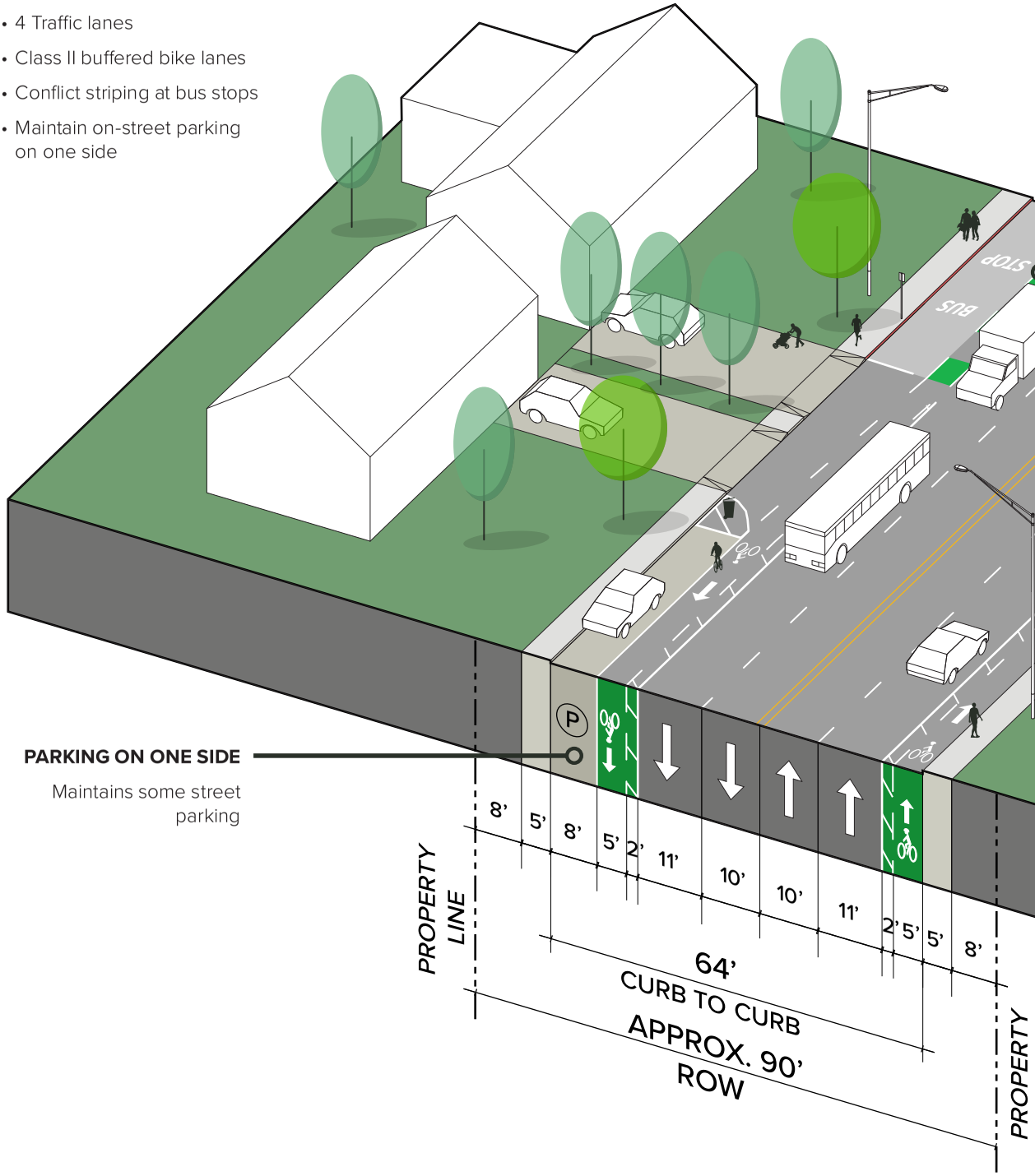
64’ WIDE TYPICAL

Concept C

FOUR LANES, BUFFERED BIKE LANES, REMOVE PARKING ON ONE SIDE

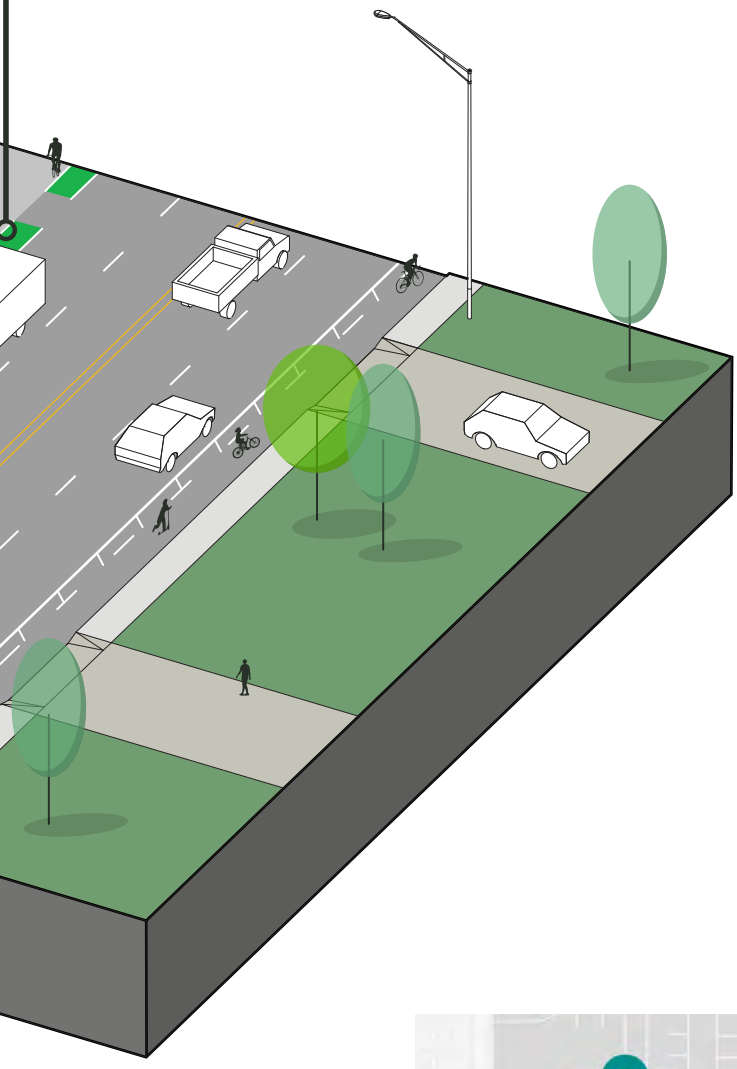
MONROE ST FROM LAWRENCE EXPWY TO CALABAZAS BLVD + CHROMITE DR TO SAN TOMAS EXPY

- 4 Traffic lanes
- Class II buffered bike lanes
- Conflict striping at bus stops
- Maintain on-street parking on one side



BUS MIXING ZONE
Green striping helps warn users of potential conflict between buses and cyclists.

Buffer area maintains consistent vehicle lane width.



LINE



EXAMPLE OF BUFFERED BIKE LANES
A buffer between vehicle traffic provides additional comfort for cyclists.

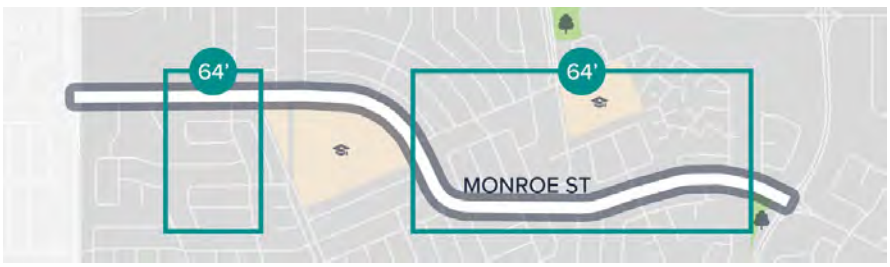


Figure 14. Concept C: Four Lanes, Buffered Bike Lanes, Remove Parking on One Side – Alongside Wilcox High School

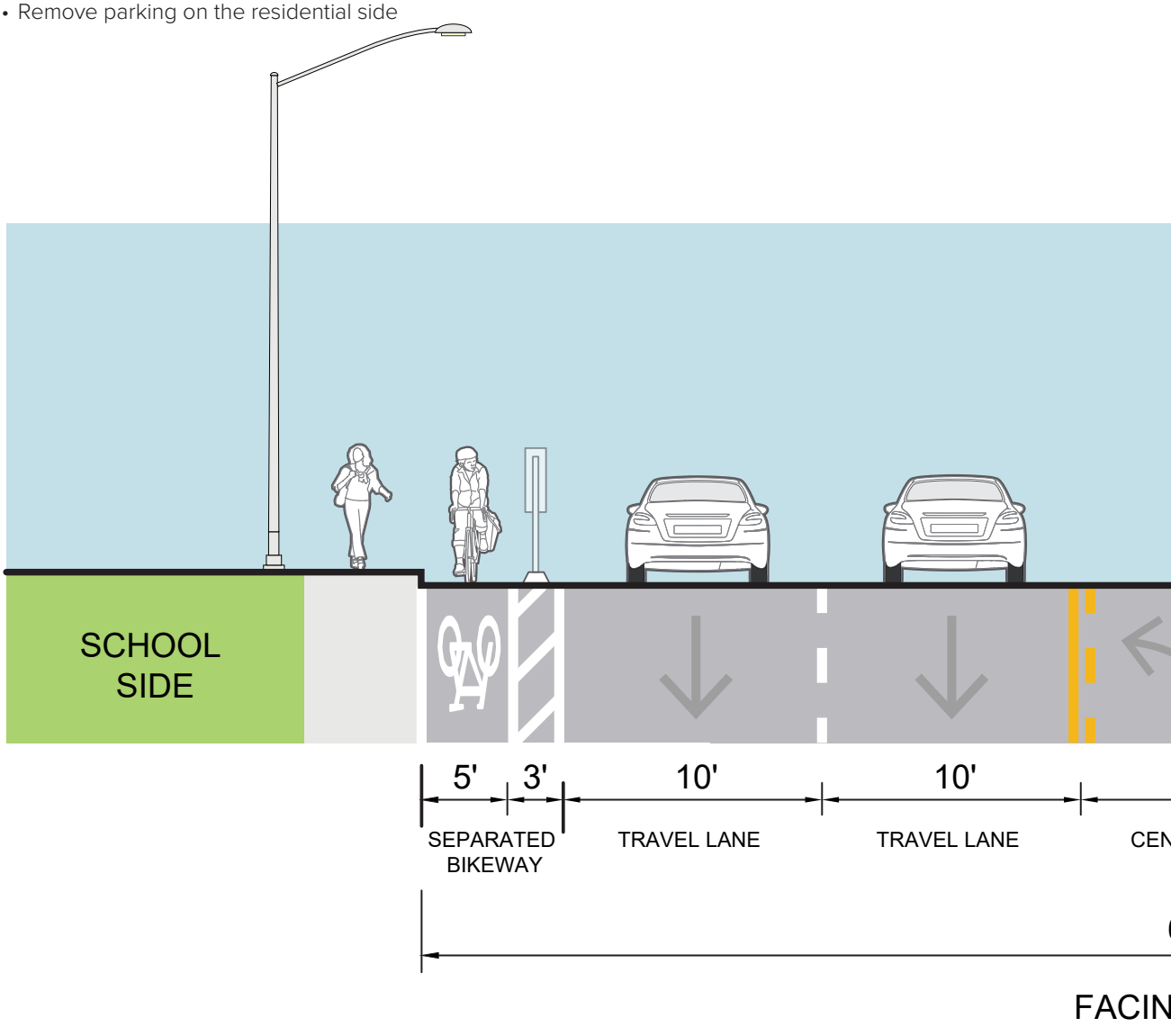
64' WIDE

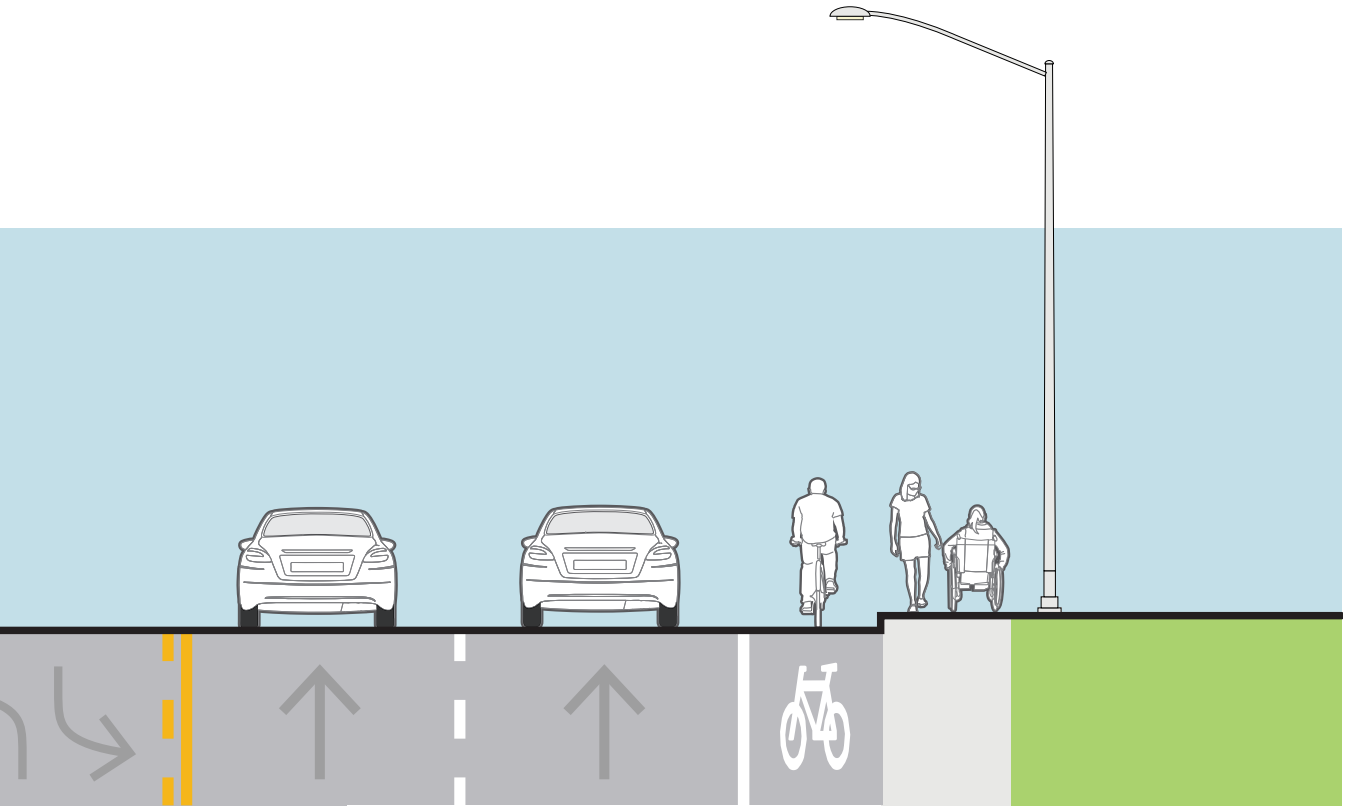
Concept C

ALONGSIDE HIGH SCHOOL

MONROE ST FROM CALABAZAS BLVD TO CHROMITE DR

- South side protected bike lane - in front of high school
- North side bike lane - in front of residences
- Remove parking on the residential side





64'

NG WEST



Traffic Analysis

Safety

COLLISION REDUCTION ESTIMATE

Using the latest data from the Caltrans Local Roadway Safety manual and the Federal Highway Administration Crash Modification Factors (CMFs) for roadway changes, the project team conducted a collision analysis for Monroe Street[1]. A CMF is a multiplicative factor used to compute the expected number of crashes after implementing a given countermeasure at a specific site. The project team used a CMF of 0.65 associated with the safety countermeasure of "road diet" (reducing travel lanes and adding a two-way center left-turn lane and bike lanes) for collisions in Concepts A and B. The team then applied a CMF of 0.75 with the countermeasure of "install bike lanes" to bicycle collisions only in Concepts A, B, and C. Finally, the team used a CMF of 0.55 for the conversion of a standard bicycle lane to a separated bikeway, resulting in increased safety benefits for people riding bicycles.

1 Estimate based on formula from California Department of Transportation (Caltrans), Local Roadway Safety: A Plan for California's Local Road Owners, 2022. https://dot.ca.gov/-/media/dot-media/programs/local-assistance/documents/hsip/2022/lrsm2022.pdf.

From 2017 to 2022, there were 130 vehicle-to-vehicle collisions and nine collisions involving a bicyclist. These numbers serve as the baseline for the No Build or Existing Conditions concept. The analysis estimates how many collisions would have been avoided during the same time period if each concept had been built. In Concept A: Two Travel Lanes, Center Turn Lane, Buffered Bike Lanes, Parking on Both Sides, it is anticipated that there would have been 45 fewer vehicle collisions and two fewer bicycle collisions. In Concept B: Two Travel Lanes, Center Turn Lane, Parking-Protected Bike Lanes, it is anticipated there would have been 45 fewer vehicle collisions and five fewer bicycle collisions. This concept would have resulted in the highest estimated safety benefits for drivers and people riding bicycles. In Concept C: Four Travel Lanes, Buffered Bike Lanes, Remove Parking on One Side, it is anticipated there would have been no reduction in vehicle collisions and two fewer bicycle collisions. The results of the collision analysis are included in **Table 8: Estimated Collision Reductions with Crash Modification Factors (2017–2022).**

Table 8. Estimated Collision Reductions with Crash Modification Factors (2017–2022)

Concept	Road Diet	Bike Lane Type	Vehicle Collisions Total	Vehicle Collisions Reduced	Bike Collisions Total	Bike Collisions Reduced	Total Collisions	Total Collisions Reduced
Existing Conditions/ No Build	–	–	130	–	9	–	139	–
Concept A (estimated)	Yes	Buffered	85	45	7	2	92	47
Concept B (estimated)	Yes	Parking-Protected	85	45	4	5	89	50
Concept C (estimated)	No	Buffered	130	0	7	2	137	2

Traffic Diversion

To determine the traffic that would be diverted from Monroe Street to Kifer Road and Cabrillo Avenue as a result of the road diet, the City's travel demand model was utilized. Existing and Existing Plus Road Diet travel demand models were run to determine volumes along the corridors for each scenario. The Existing travel demand model provides a baseline condition where Monroe Street is two lanes in each direction. The Existing Plus Road Diet travel demand model was created by adjusting the model's network and reducing the travel lanes from two lanes to one lane in each direction along the study corridor. The volume difference between the two scenarios represents the traffic diversion as a result of the road diet. On Monroe Street, there would be an average of 26% reduction in traffic for the westbound direction and a 12% reduction for the eastbound direction for the entire segment during the weekday AM peak hour. There would be an average 12% reduction in traffic for the westbound direction and 18% reduction for the eastbound direction for the entire segment during the weekday PM peak hour. It should be noted that traffic diversion is not assumed during the Saturday and weekday midday peak hours as there is sufficient capacity along Monroe Street to accommodate existing traffic with the road diet. **Appendix A-2: Traffic Analysis Memo** diagrams the modeled changes in traffic diversion in **Figures 6-9** of that memo.

Traffic Operations

TRAVEL TIME

The project team evaluated the time it takes to travel the entire length of the study corridor in a car at multiple periods (weekday morning between 7:00 and 9:00 a.m., midday between 1:30 and 3:30 p.m., evening between 4:00 and 6:00 p.m., and on Saturday between 11:30 a.m. and 1:30 p.m.). The project team then modeled the estimated time it would take to travel the length of the study corridor under Concepts A and B, which both involve the reduction of one travel lane in each direction.

During the busiest time of day going westbound (AM peak period between 7:00 and 9:00 a.m.), it takes an average of 10 minutes and 25 seconds to travel the entire corridor. That time would increase by 76% to 18 minutes and 18 seconds under Concepts A and B. The AM peak period includes high school traffic, whereas PM peak period would be minimally affected by high school traffic.

During the busiest time of day going eastbound (PM peak period between 4:00 and 6:00 p.m.), it takes an average of 11 minutes and 19 seconds to travel the entire corridor. That would increase 20% to 13 minutes and 35 seconds under concepts A and B. The full results of the travel time analysis are in **Table 9: Modeled Travel Time Changes (in minutes).**

Table 9. Modeled Travel Time Changes (in minutes)

Time Period	No Build and Concept C (min:sec)	Lane Removal Concepts A & B (min:sec)	Travel Time Increase (min:sec and %)	
Westbound				
AM Peak	10:25	18:18	07:53	76%
PM Peak	06:45	08:52	02:07	31%
Midday	07:00	08:34	01:34	22%
Saturday	06:22	06:27	00:05	1%
Eastbound				
AM Peak	07:14	07:55	00:41	9%
PM Peak	11:19	13:35	02:16	20%
Midday	07:23	09:09	01:46	24%
Saturday	05:57	06:23	00:26	7%

Note: Travel times represent modeled times and are above the average time recorded with field data during peak travel periods.

LEVEL OF SERVICE

The project team also modeled the traffic delay or Level of Service (LOS) at 26 intersections along the study corridor and surrounding streets. Based on the level of delay, each intersection gets a letter grade A through F. Intersections with LOS A through D meet City standards. Intersections with LOS E meet standards for El Camino Real (a state highway) and any county expressway. Otherwise, LOS E and F are considered substandard.

Four of the 26 intersections studied are currently substandard in the AM peak period, and three are substandard in the PM peak period on weekdays. Under Concepts A and B, which involve the reduction of one travel lane in each direction (road diet), the number of substandard intersections remains at four in the AM peak period and increases from three to four in the PM peak period. The results are summarized in **Table 10: Level of Service Analysis Results** and **Figure 15** through **Figure 20**.

Concepts A and B would impact the following intersections:

- Monroe Street and Bowers Avenue would change to substandard during AM and PM peak
- Monroe Street and San Tomas Expressway would improve to meet City standards during AM peak, due to likely traffic diversion

The project team also conducted a queuing analysis to evaluate how each concept would affect the distance in which vehicles would queue to turn at intersections. Long queues require drivers to wait through multiple signal cycles to turn and could impact overall traffic delay. Under the lane removal scenario, Concepts A and B, the analysis did not show significant increases in queue lengths at Monroe Street intersections except at Monroe Street and San Tomas Expressway:

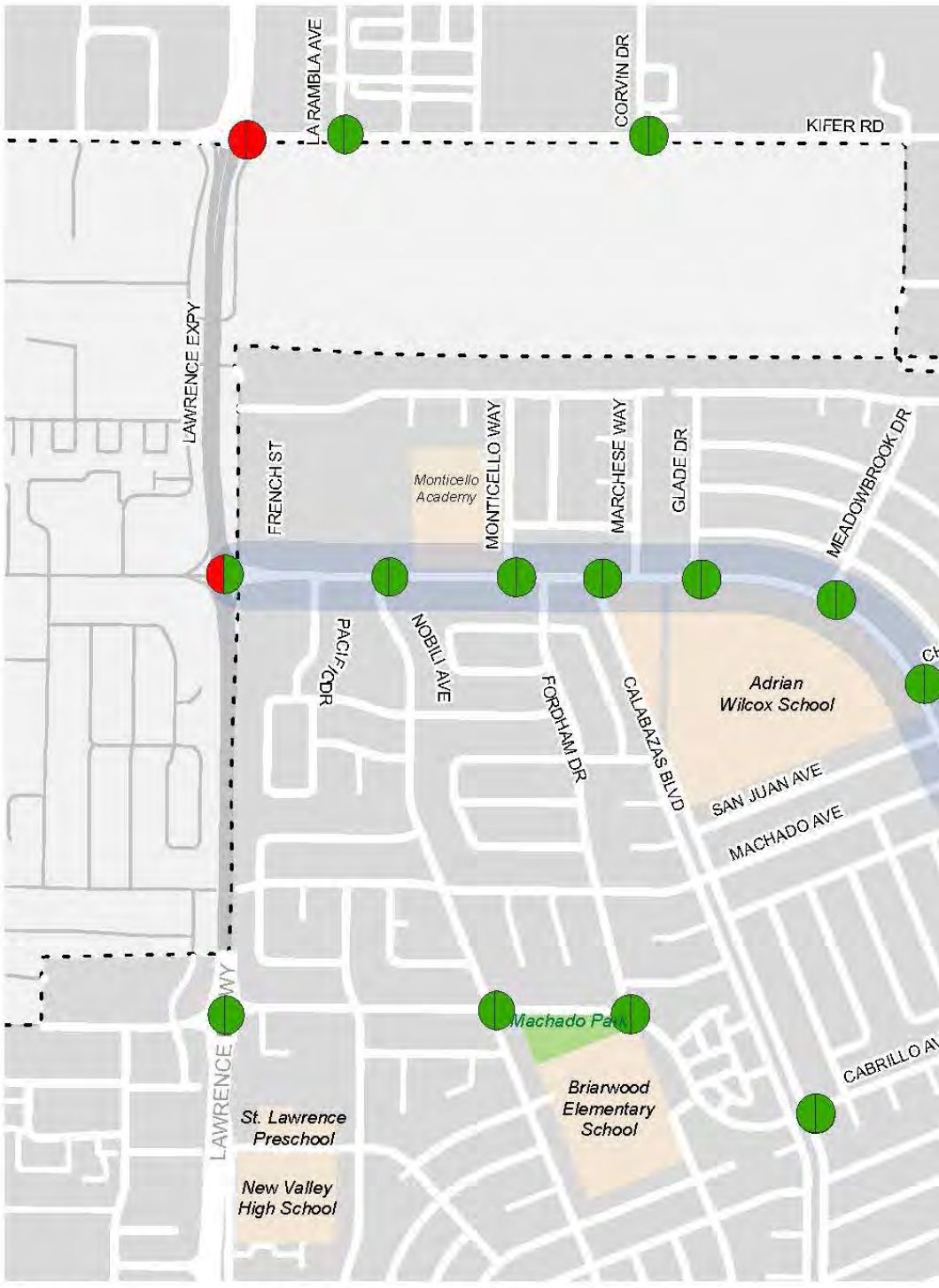
- Westbound right-turn queue is anticipated to increase by approximately four vehicles during the AM peak.
- Southbound left-turn queue is anticipated to increase by approximately one vehicle during the PM peak.

The westbound right-turn queue backs up because there is an increase in volume at this movement with the road diet. People driving vehicles will likely reroute to avoid staying on Monroe Street, and they will instead use the parallel routes. At Monroe Street and San Tomas Expressway, westbound through traffic may shift and make a right turn with the road diet to get onto Kifer Road and avoid Monroe Street. The right-turn lane configuration (or overall intersection configuration in general) does not change at this intersection since modifications to expressways are not part of the project. To mitigate the LOS impacts of Concepts A & B, the City could explore signal timing adjustments, optimizing other routes, or promoting transportation demand management strategies such as encouraging carpooling/vanpooling, public transit, and walking and bicycling.

Table 10. Level of Service Analysis Results

Time Period	No Build and Concept C		Lane Removal – Concepts A & B	
	Meets Standard	Substandard	Meets Standard	Substandard
AM Peak	22	4	22	4
PM Peak	23	3	22	4
Midday	26	0	26	0
Saturday	26	0	26	0

Figure 15. Level of Service Analysis for Existing Conditions and Concept C – Weekday AM and PM Peak Hours



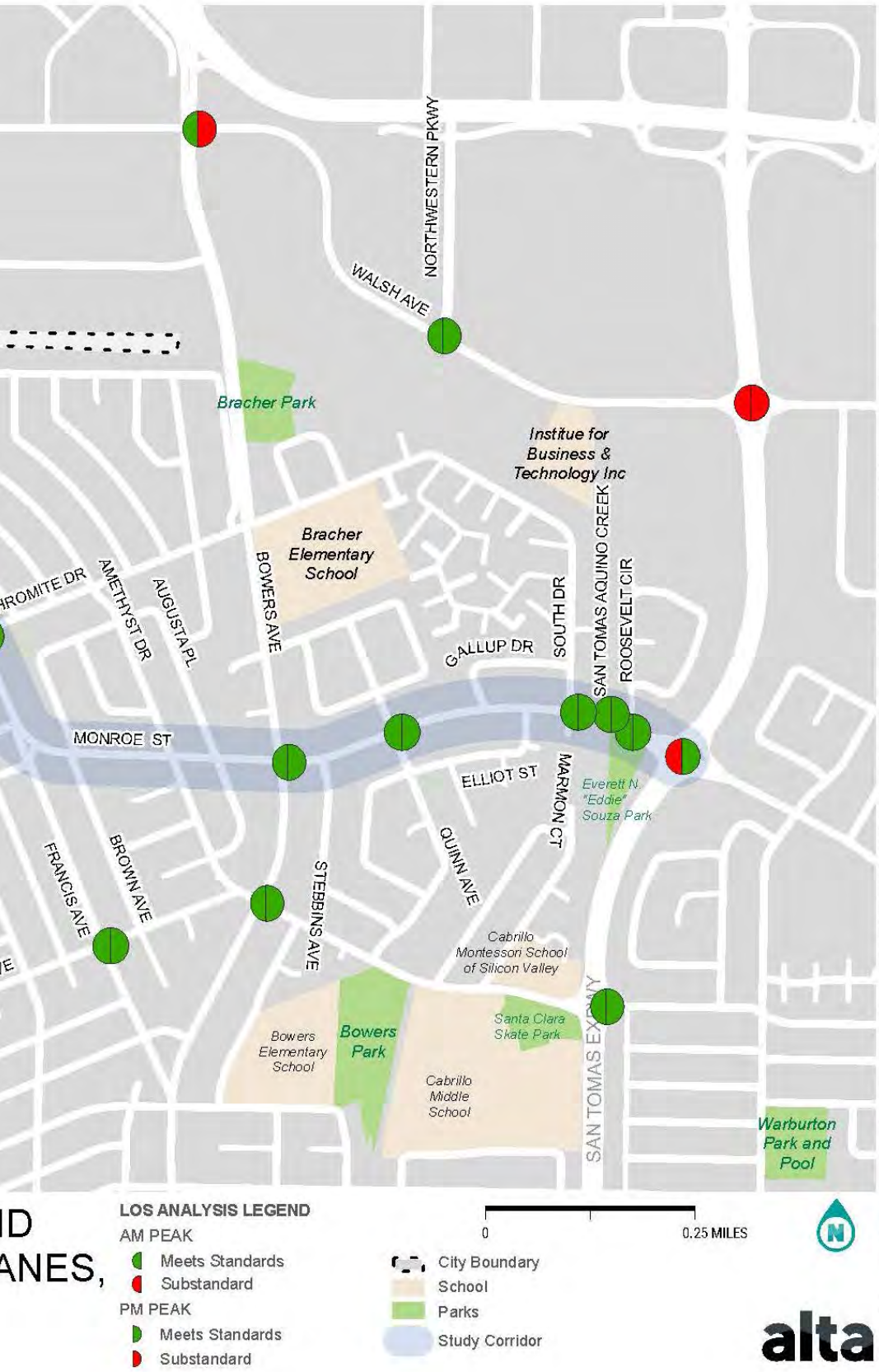

NORTHWESTERN PKWY
WALSH AVE
Bracher Park
Institue for Business & Technology Inc
Bracher Elementary School
BOWERS AVE
AUGUSTA PL
AMETHYST DR
HROMITE DR
GALLUP DR
SOUTH DR
SAN TOMAS AQUINO CREEK
ROOSEVELT CIR
MONROE ST
ELLIOT ST
MARMON CT
Everett N. "Eddie" Souza Park
QUINN AVE
STEBBINS AVE
BROWN AVE
FRANCIS AVE
Cabrillo Montessori School of Silicon Valley
Santa Clara Skate Park
Bowers Elementary School
Bowers Park
Cabrillo Middle School
SAN TOMAS EXPWY
Warburton Park and Pool
LOS ANALYSIS LEGEND
AM PEAK
Meets Standards
Substandard
PM PEAK
Meets Standards
Substandard
City Boundary
School
Parks
Study Corridor
0
0.25 MILES
N
alta

Figure 16. Level of Service Analysis for Concepts A and B (Lane Removal) – Weekday AM and PM Peak Hours



PEAK TIMES LOS ANALYSIS FOR CONCEPT A: TWO LANES CENTER TURN LANE, BUFFERED BIKE LANES, PARKING O BOTH SIDES AND CONCEPT B: TWO LANES, CENTER TUR LANE, PARKING-PROTECTED BIKE LANE

MONROE STREET

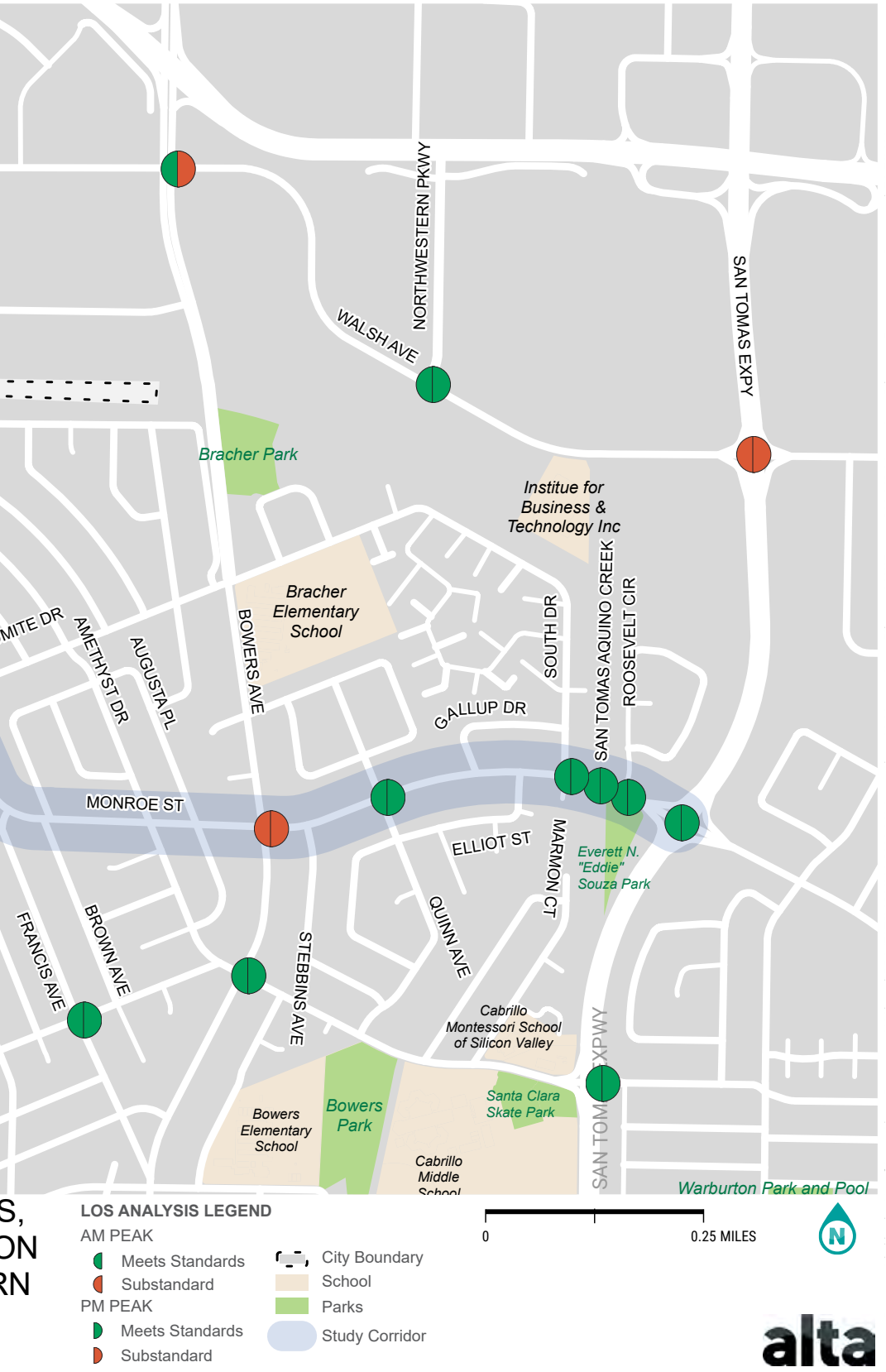
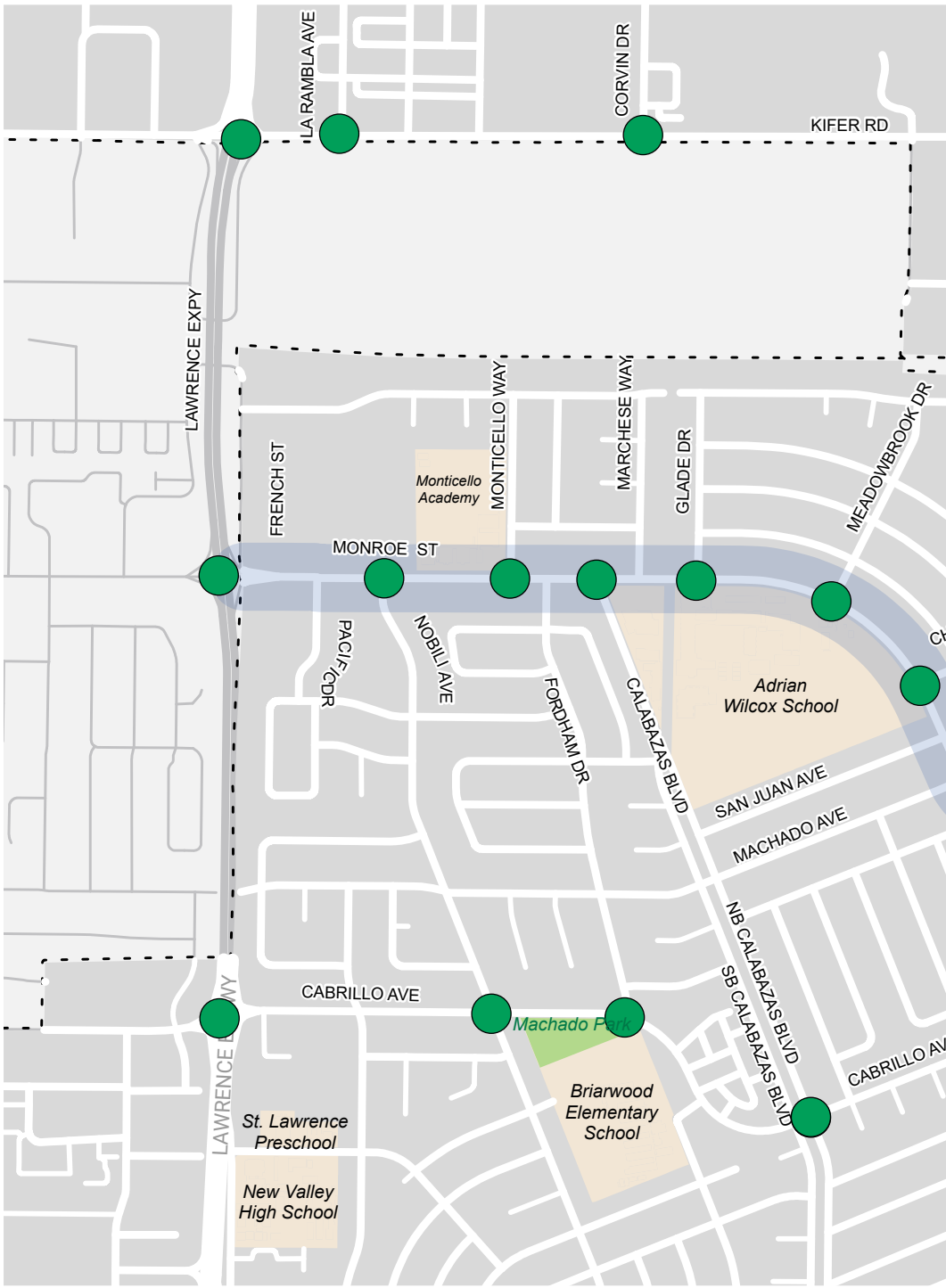

NORTHWESTERN PKWY
WALSH AVE
SAN TOMAS EXPY
Bracher Park
Institue for Business & Technology Inc
Bracher Elementary School
BOWERS AVE
SOUTH DR
SAN TOMAS AQUINO CREEK
ROOSEVELT CIR
GALLUP DR
MONROE ST
ELLIOT ST
MARMON CT
Everett N. "Eddie" Souza Park
QUINN AVE
STEBBINS AVE
BROWN AVE
FRANCIS AVE
Cabrillo Montessori School of Silicon Valley
Bowers Elementary School
Bowers Park
Santa Clara Skate Park
Cabrillo Middle School
SAN TOMAS EXPWY
Warburton Park and Pool
LOS ANALYSIS LEGEND
AM PEAK
Meets Standards
Substandard
PM PEAK
Meets Standards
Substandard
City Boundary
School
Parks
Study Corridor
0
0.25 MILES
N

Figure 17. Level of Service Analysis for Existing Conditions and Concept C – Saturday



SATURDAY PEAK LOS ANALYSIS FOR EXISTING CONDITIONS AND CONCEPT C: FOUR LANES, BUFFERED BIKE LANES, REMOVE PARKING ON ONE SIDE

MONROE STREET

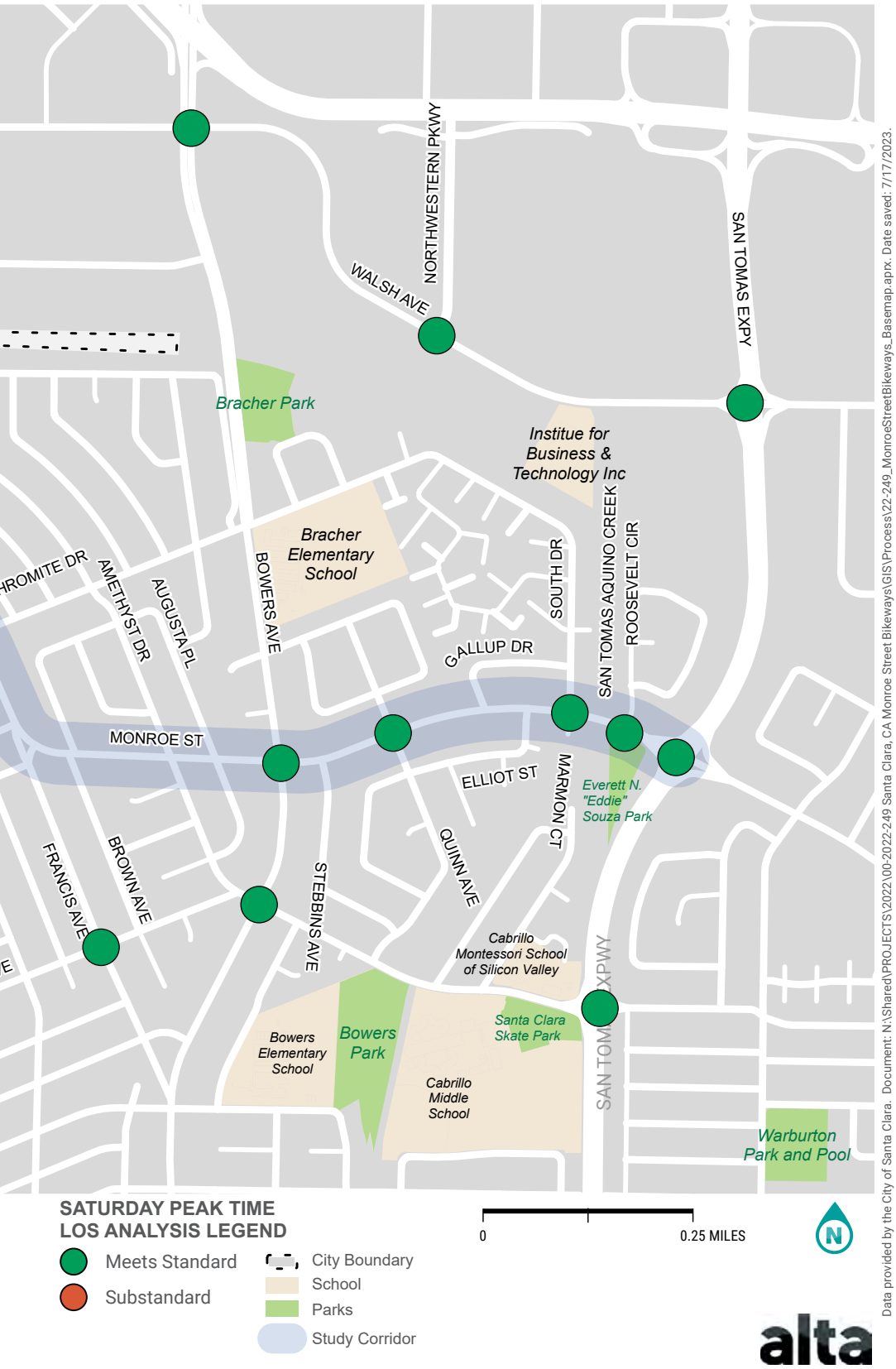
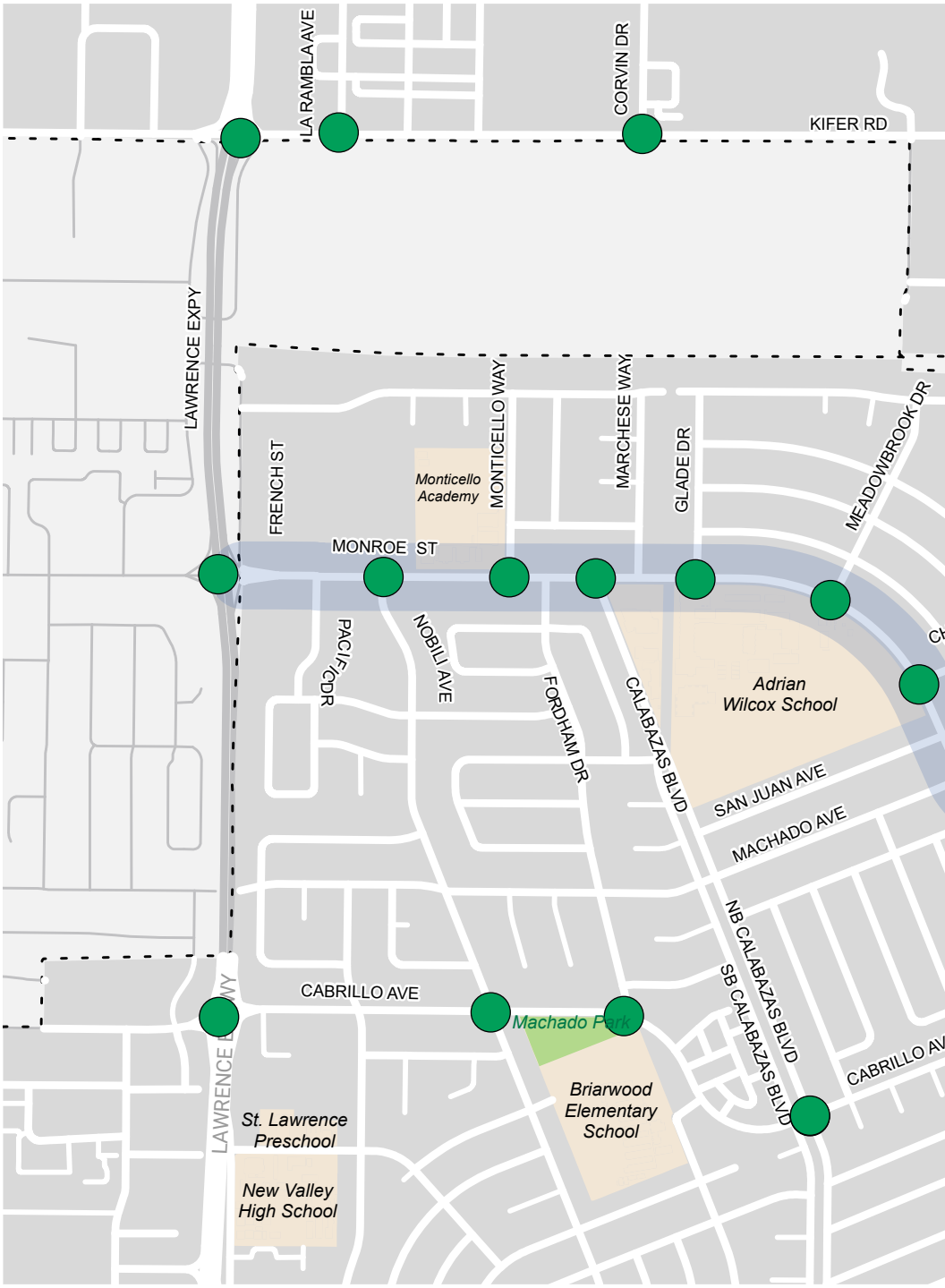

NORTHWESTERN PKWY
WALSH AVE
SAN TOMAS EXPY
Bracher Park
Institue for Business & Technology Inc
Bracher Elementary School
BOWERS AVE
SOUTH DR
SAN TOMAS AQUINO CREEK
ROOSEVELT CIR
GALLUP DR
AUGUSTA PL
AMETHYST DR
MONROE ST
ELLIOT ST
MARMON CT
Everett N. "Eddie" Souza Park
QUINN AVE
FRANCIS AVE
BROWN AVE
STEBBINS AVE
Cabrillo Montessori School of Silicon Valley
Bowers Elementary School
Bowers Park
Santa Clara Skate Park
Cabrillo Middle School
Warburton Park and Pool
0
0.25 MILES
SATURDAY PEAK TIME LOS ANALYSIS LEGEND
Meets Standard
Substandard
City Boundary
School
Parks
Study Corridor
Data provided by the City of Santa Clara. Document: N:\Shared\PROJECTS\2022\00-2022-249 Santa Clara, CA Monroe Street Bikeways\GIS\Process\22-249_MonroeStreetBikeways_Basemap.aprx. Date saved: 7/17/2023.

Figure 18. Level of Service Analysis for Concepts A and B (Lane Removal) – Saturday



SATURDAY PEAK TIME LOS ANALYSIS FOR CONCEPT A: TWO LANES, CENTER TURN LANE, BUFFERED BIKE LANES, PARKING ON BOTH SIDES AND CONCEPT B: TWO LANES, CENTER TURN LANE, PARKING-PROTECTED BIKE LANE

MONROE STREET

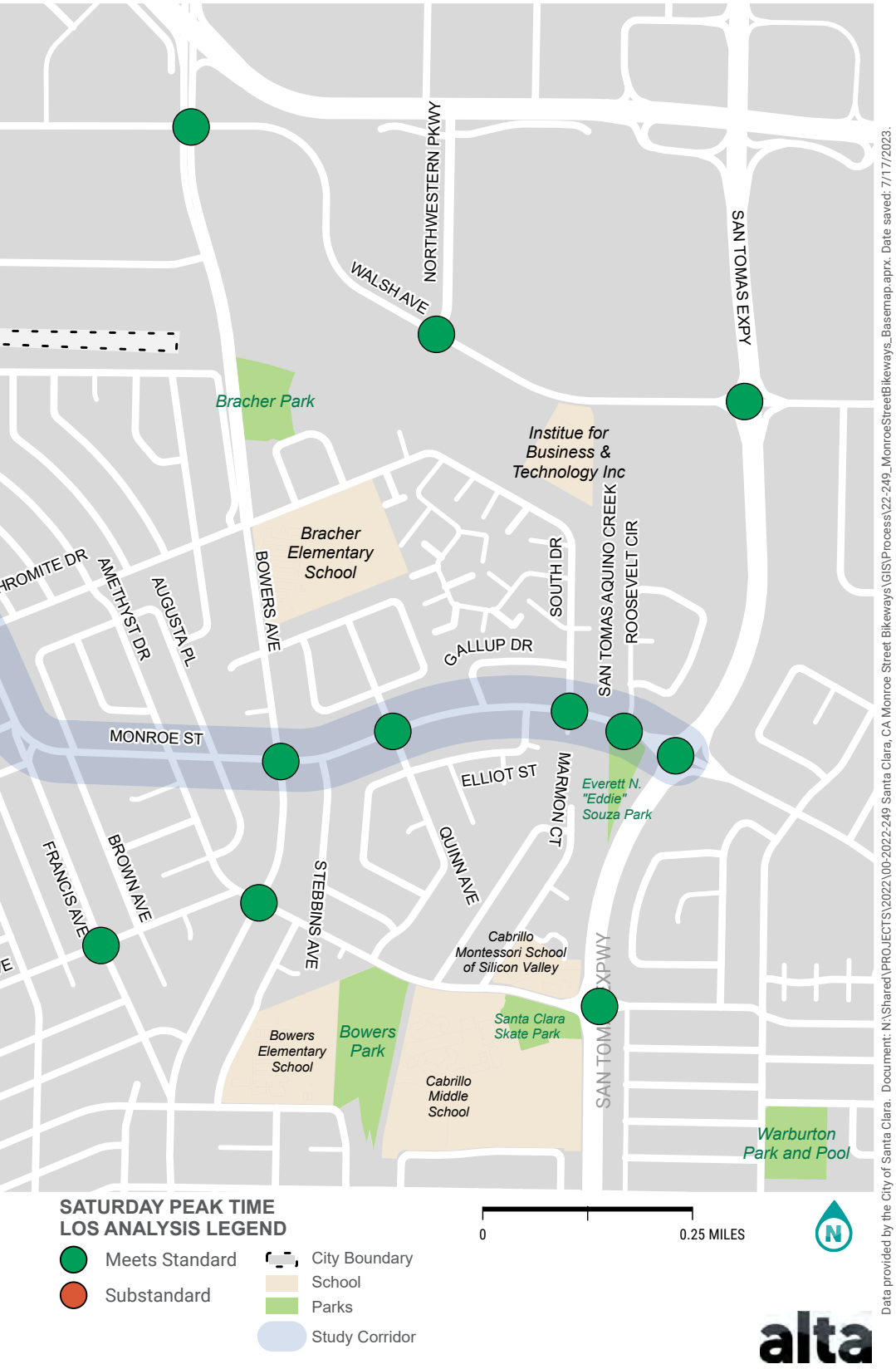
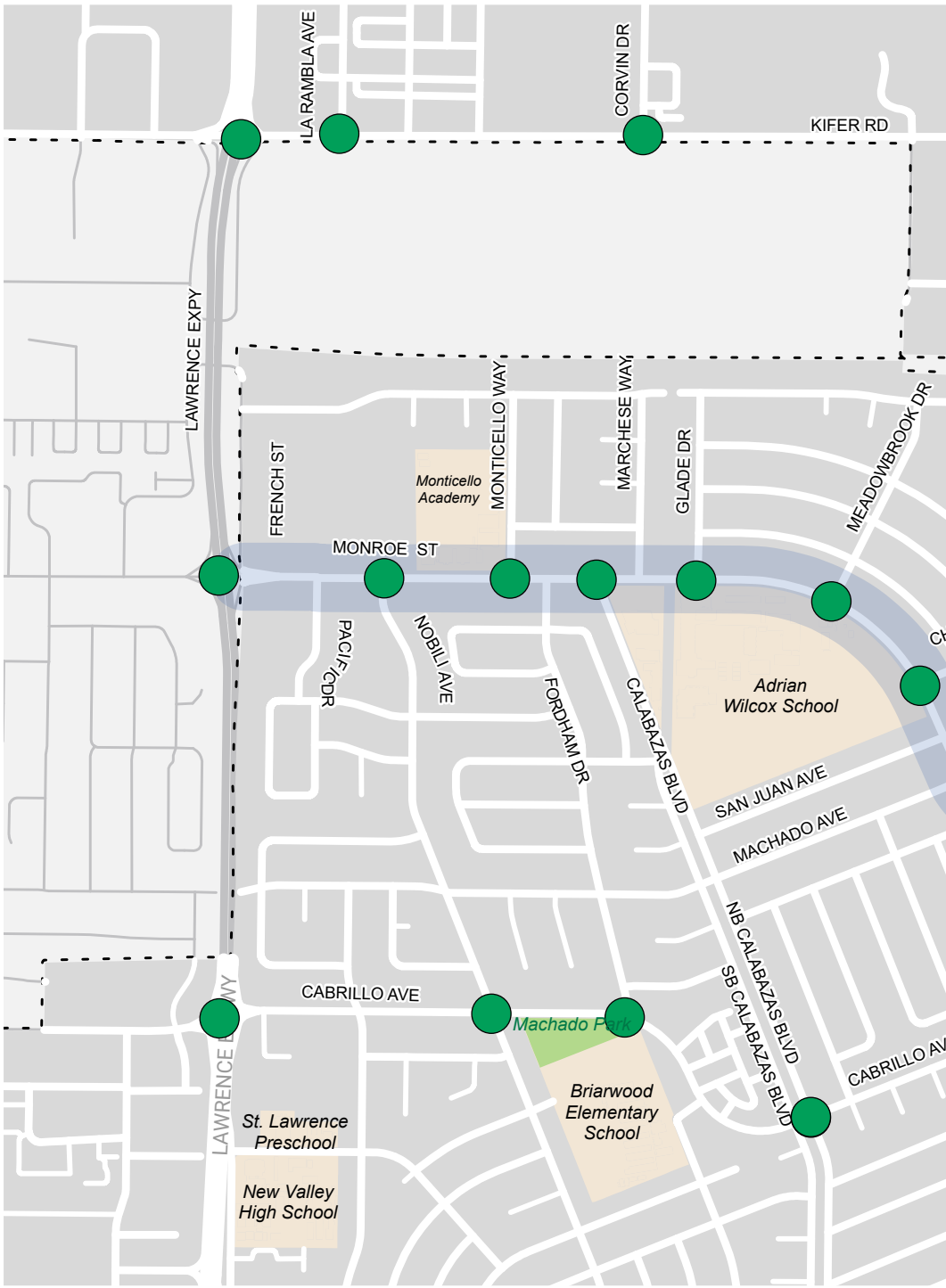

NORTHWESTERN PKWY
WALSH AVE
SAN TOMAS EXPY
Bracher Park
Institue for Business & Technology Inc
Bracher Elementary School
BOWERS AVE
SOUTH DR
SAN TOMAS AQUINO CREEK
ROOSEVELT CIR
GALLUP DR
AUGUSTA PL
AMETHYST DR
MONROE ST
ELLIOT ST
MARMON CT
Everett N. "Eddie" Souza Park
QUINN AVE
STEBBINS AVE
BROWN AVE
FRANCIS AVE
Cabrillo Montessori School of Silicon Valley
Santa Clara Skate Park
Bowers Elementary School
Bowers Park
Cabrillo Middle School
Warburton Park and Pool
0
0.25 MILES
N
SATURDAY PEAK TIME LOS ANALYSIS LEGEND
Meets Standard
Substandard
City Boundary
School
Parks
Study Corridor
Data provided by the City of Santa Clara. Document: N:\Shared\PROJECTS\2022\00-2022-249 Santa Clara, CA Monroe Street Bikeways\GIS\Process\22-249_MonroeStreetBikeways_Basemap.aprx. Date saved: 7/17/2023.
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Figure 19. Level of Service Analysis for Existing Conditions and Concept C – Midday



WEEKDAY MIDDAY PEAK TIME LOS ANALYSIS FOR EXISTING CONDITIONS AND CONCEPT C: FOUR LANES, BUFFERED BIKE LANES, REMOVE PARKING ON ONE SIDE

MONROE STREET

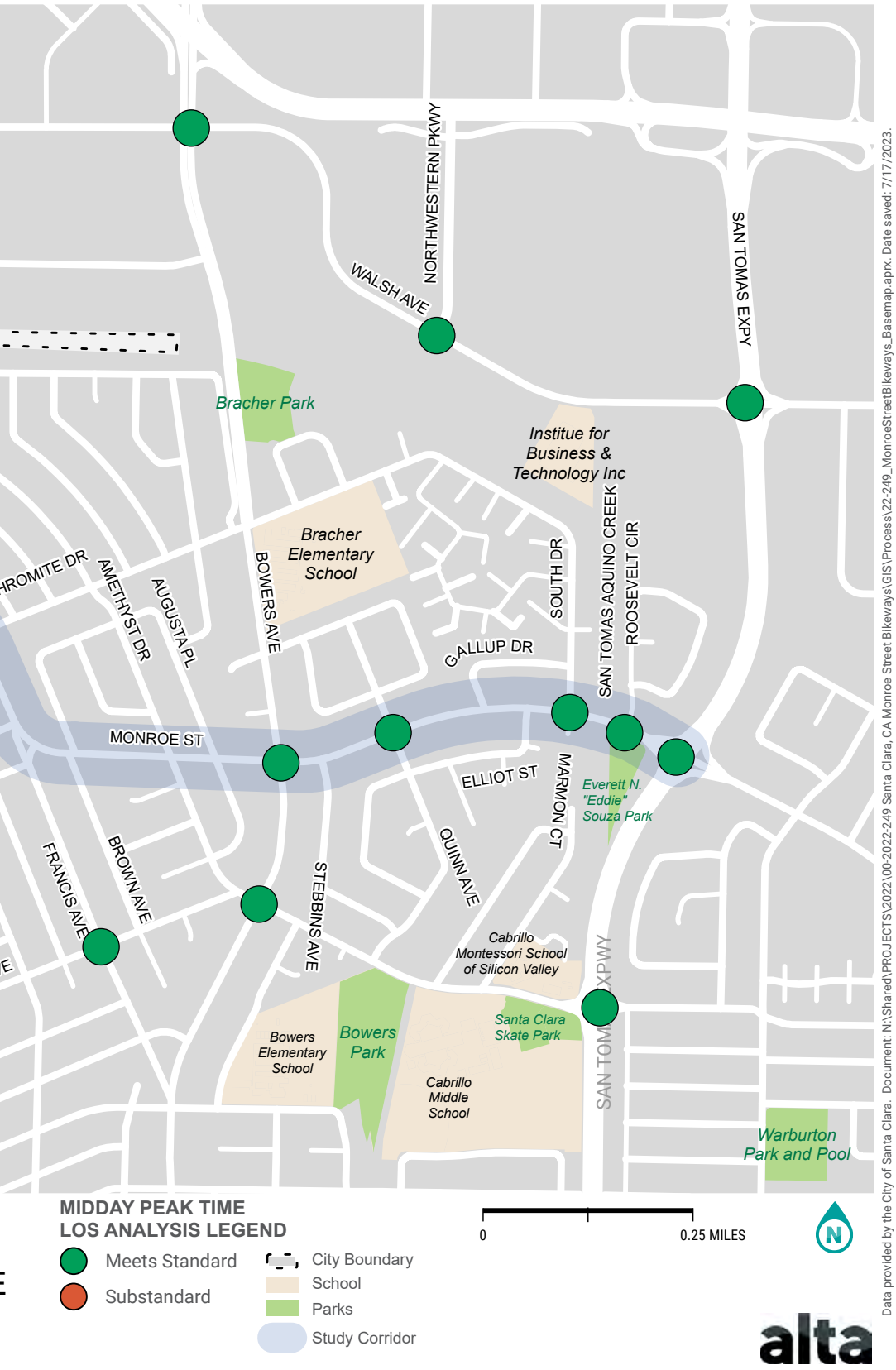
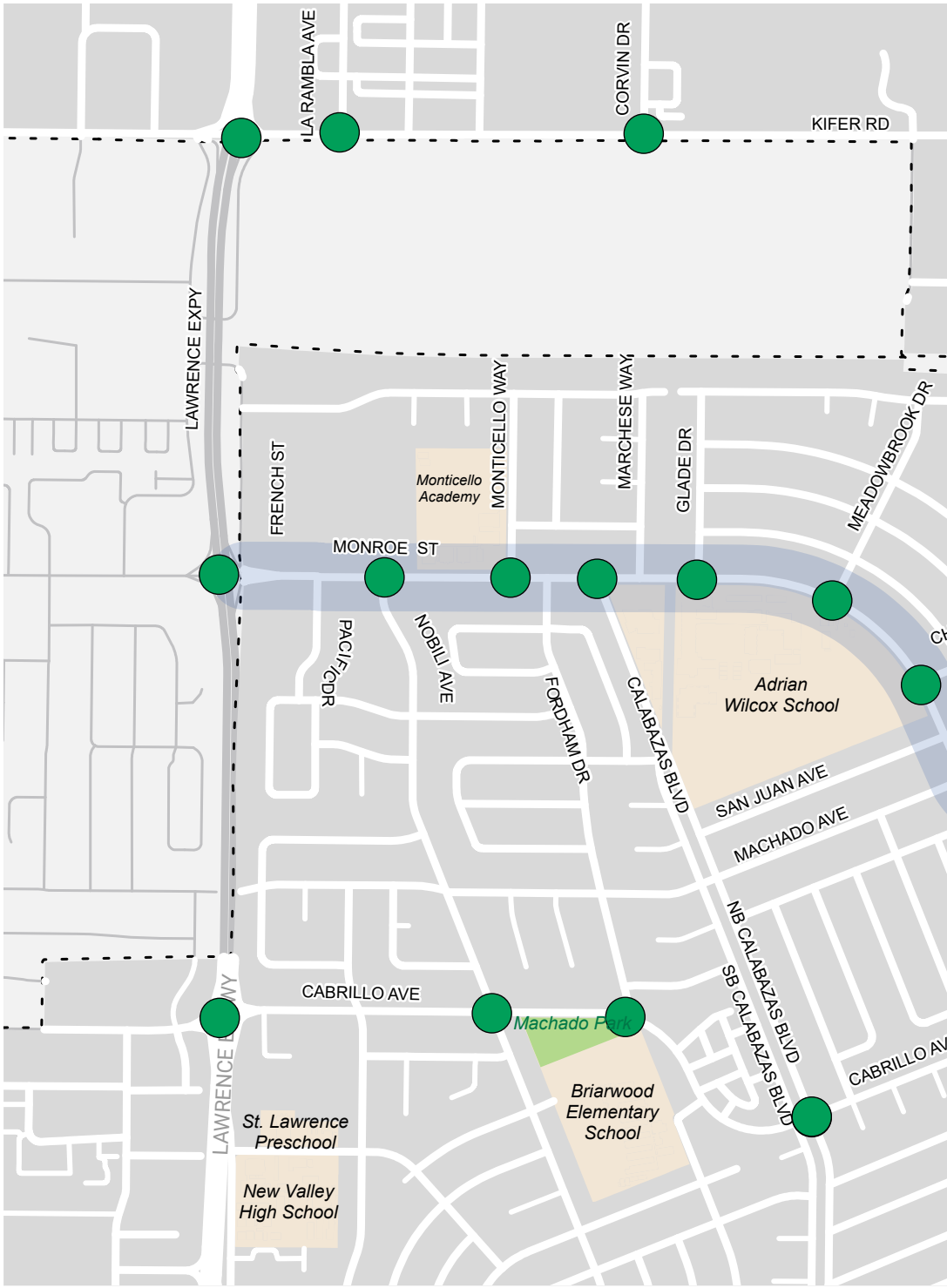
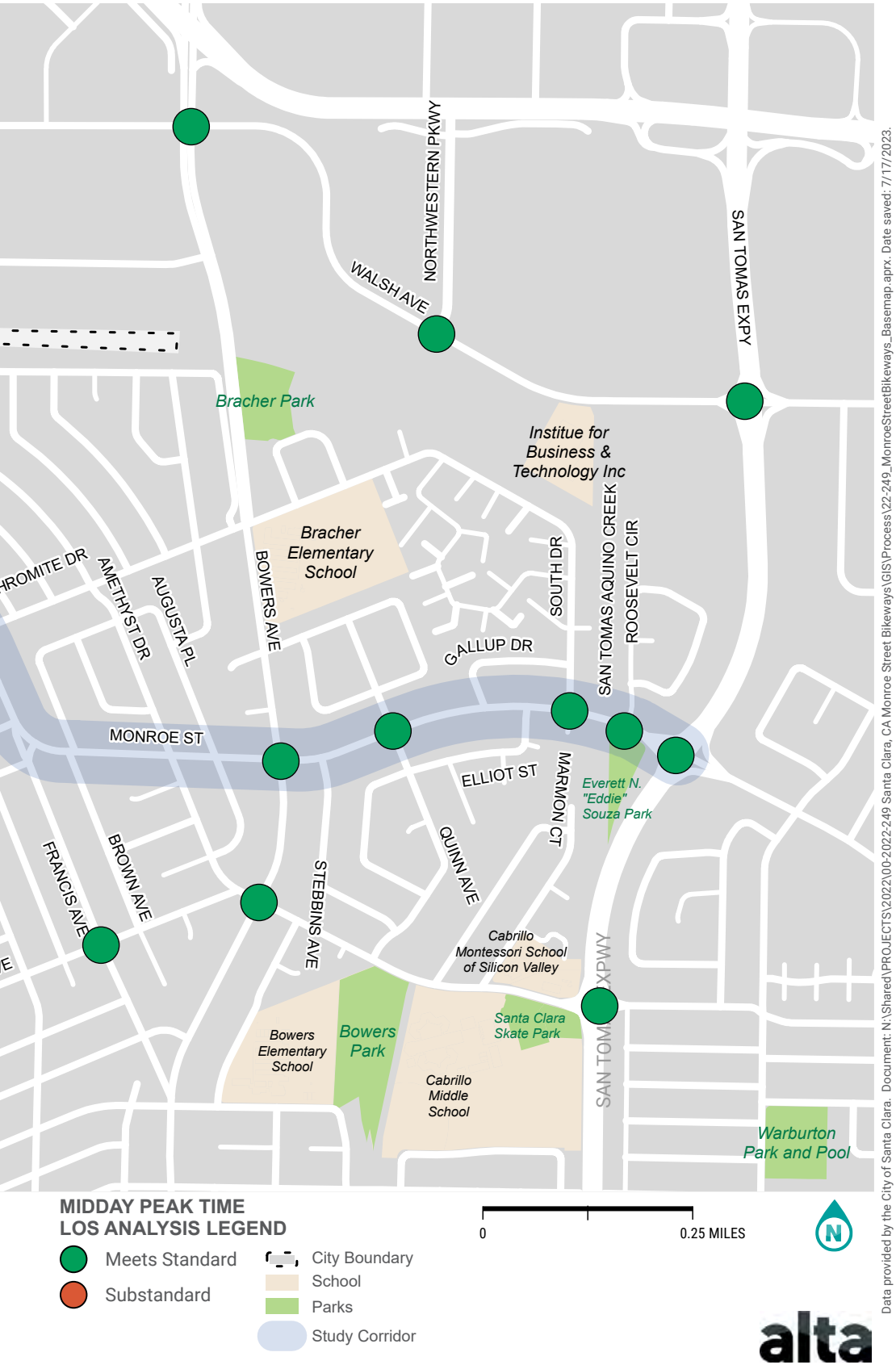

NORTHWESTERN PKWY
WALSH AVE
SAN TOMAS EXPY
Bracher Park
Institue for Business & Technology Inc
Bracher Elementary School
BOWERS AVE
SOUTH DR
SAN TOMAS AQUINO CREEK
ROOSEVELT CIR
AUGUSTA PL
AMETHYST DR
HROMITE DR
GALLUP DR
MONROE ST
ELLIOT ST
MARMION CT
Everett N. "Eddie" Souza Park
QUINN AVE
STEBBINS AVE
BROWN AVE
FRANCIS AVE
Cabrillo Montessori School of Silicon Valley
SAN TOMAS EXPWY
Santa Clara Skate Park
Bowers Elementary School
Bowers Park
Cabrillo Middle School
Warburton Park and Pool
MIDDAY PEAK TIME
LOS ANALYSIS LEGEND
Meets Standard
Substandard
City Boundary
School
Parks
Study Corridor
0
0.25 MILES
N
Data provided by the City of Santa Clara. Document: N:\Shared\PROJECTS\2022\00-2022-249 Santa Clara, CA Monroe Street Bikeways\GIS\Process\22-249_MonroeStreetBikeways_Basemap.aprx. Date saved: 7/17/2023.
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Figure 20. Level of Service Analysis for Concepts A and B (Lane Removal) – Midday



WEEKDAY MIDDAY PEAK TIME LOS ANALYSIS FOR CONCEPT A: TWO LANES, CENTER TURN LANE, BUFFERED BIKE LANES, PARKING ON BOTH SIDES AND CONCEPT B: TWO LANES, CENTER TURN LANE, PARKING-PROTECTED BIKE LANE

MONROE STREET


NORTHWESTERN PKWY
WALSH AVE
SAN TOMAS EXPY
Bracher Park
Institue for Business & Technology Inc
Bracher Elementary School
BOWERS AVE
SOUTH DR
SAN TOMAS AQUINO CREEK
ROOSEVELT CIR
AMETHYST DR
AUGUSTA PL
GALLUP DR
MONROE ST
ELLIOT ST
MARMON CT
Everett N. "Eddie" Souza Park
QUINN AVE
FRANCIS AVE
BROWN AVE
STEBBINS AVE
Cabrillo Montessori School of Silicon Valley
Bowers Elementary School
Bowers Park
Santa Clara Skate Park
Cabrillo Middle School
Warburton Park and Pool
MIDDAY PEAK TIME
LOS ANALYSIS LEGEND
Meets Standard
Substandard
City Boundary
School
Parks
Study Corridor
0
0.25 MILES
N
Data provided by the City of Santa Clara. Document: N:\Shared\PROJECTS\2022\00-2022-249 Santa Clara, CA Monroe Street Bikeways\GIS\Process\22-249_MonroeStreetBikeways_Basemap.aprx. Date saved: 7/17/2023.
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VEHICLE MILES TRAVELED

The project team also calculated changes to vehicle miles traveled (VMT) if a bikeway were to be installed. Depending on how available and inviting alternatives to driving a personal vehicle are, people will change their behavior, shifting certain trips from driving to walking, biking, or transit. The City used the VMT Reduction Estimation methodology developed by the California Air Resources Board[2]. The City estimated that a continuous bicycle facility on the corridor will reduce VMT by 11,991 miles per year.

2 For the methodology used to calculate VMT, see California Air Resources Board, Quantifying Reductions in Vehicle Miles Traveled from New Bike Paths, Lanes, and Cycle Tracks, 2019. https://ww2.arb.ca.gov/sites/default/files/auction-proceeds/bicycle_facilities_technical_041519.pdf. Seasonal adjustment factors followed the methodology in the National Bicycle and Pedestrian Documentation Project Count Adjustment Factors, 2009. https://bikepeddocumentation.org/application/files/6114/6671/7593/NBPD_Adjustment_Factors.pdf

Parking

In addition to measuring current parking demand, the project team evaluated the effect each concept would have on parking. The Existing Conditions/No Build Concept and Concepts A and B maintain the parking on Monroe Street. However, given recent daylighting laws around intersections and designs to increase visibility around driveways, there may be some small reduction of parking and change in the parking utilization rate. Concept C removes parking on one side to accommodate the other design features. While Concept C does not indicate if parking should be removed on the north or south side, the project team analyzed the results for each. Under this analysis, the project team evaluated two scenarios.

- Scenario 1: All parking on the north side of Monroe Street is removed
- Scenario 2: All parking on the south side of Monroe Street is removed

Note that on-street parking would need to be removed on both sides of the street in front of Wilcox High School in Concept C in order to preserve the center turn lane to accommodate traffic entering and exiting the parking lot.

Under each scenario, the project team assumed that people typically parked vehicles on the north or south side of Monroe would be parked across the street and occupy up to 100% of typically available spaces. If there are not enough spaces available to meet the parking demand, the analysis assumes the remaining demand for parking would be met by distributing parked vehicles evenly between the two closest side streets.

Under existing conditions, 61% of parking is available on the north side of Monroe Street, and 64% is available on the south side of Monroe Street. If parking were removed on the north side under Concept C, the parking demand would increase on the south side, and parking availability would drop from 64% to 44%. If parking were removed on the south side under Concept C, the parking demand would increase on the north side, and parking availability would decrease from 61% to 51%.

Table 11: Estimated Parking Availability on Monroe Street with Parking Removal Scenarios shows the average percentage of unused parking spots available on Monroe Street currently, which apply to Concepts A and B, where no parking is removed. The table also shows anticipated changes to average parking availability under Concept C. Parking is removed on the north side of Monroe Street in front of Wilcox High School in one scenario, and on the south side of the street in the other. Maps showing those anticipated changes to parking availability are shown in **Figure 21** through **Figure 23**.

Table 11. Estimated Parking Availability on Monroe Street with Parking Removal Scenarios

Location	Existing/No Build and Concepts A & B	Concept C Anticipated: North Side Parking Removed	Concept C Anticipated: South Side Parking Removed
Monroe Street North Side	61%	N/A	51%
Monroe Street South Side	64%	44%	N/A
Side Streets Overall	63%	57%	57%

Figure 21. Average Parking Occupancy During Peak Periods




Bracher Park
Institute for Business & Technology Inc.
Bracher Elementary School
CHROMITE DR
AMETHYST DR
AUGUSTA PL
BOWERS AVE
GALLUP DR
SOUTH DR
ROOSEVELT CIR
ELLIOT ST
STEBBINS AVE
QUINN AVE
MARMON CT
Everett N. "Eddie" Souza Park
FRANCIS AVE
BROWN AVE
Cabrillo Montessori School of Silicon Valley
SAN TOMAS EXPWY
Bowers Elementary School
Bowers Park
Santa Clara Skate Park
Cabrillo Middle School
Study Corridor
Parks
School
City Boundary
0
0.25 MILES
N
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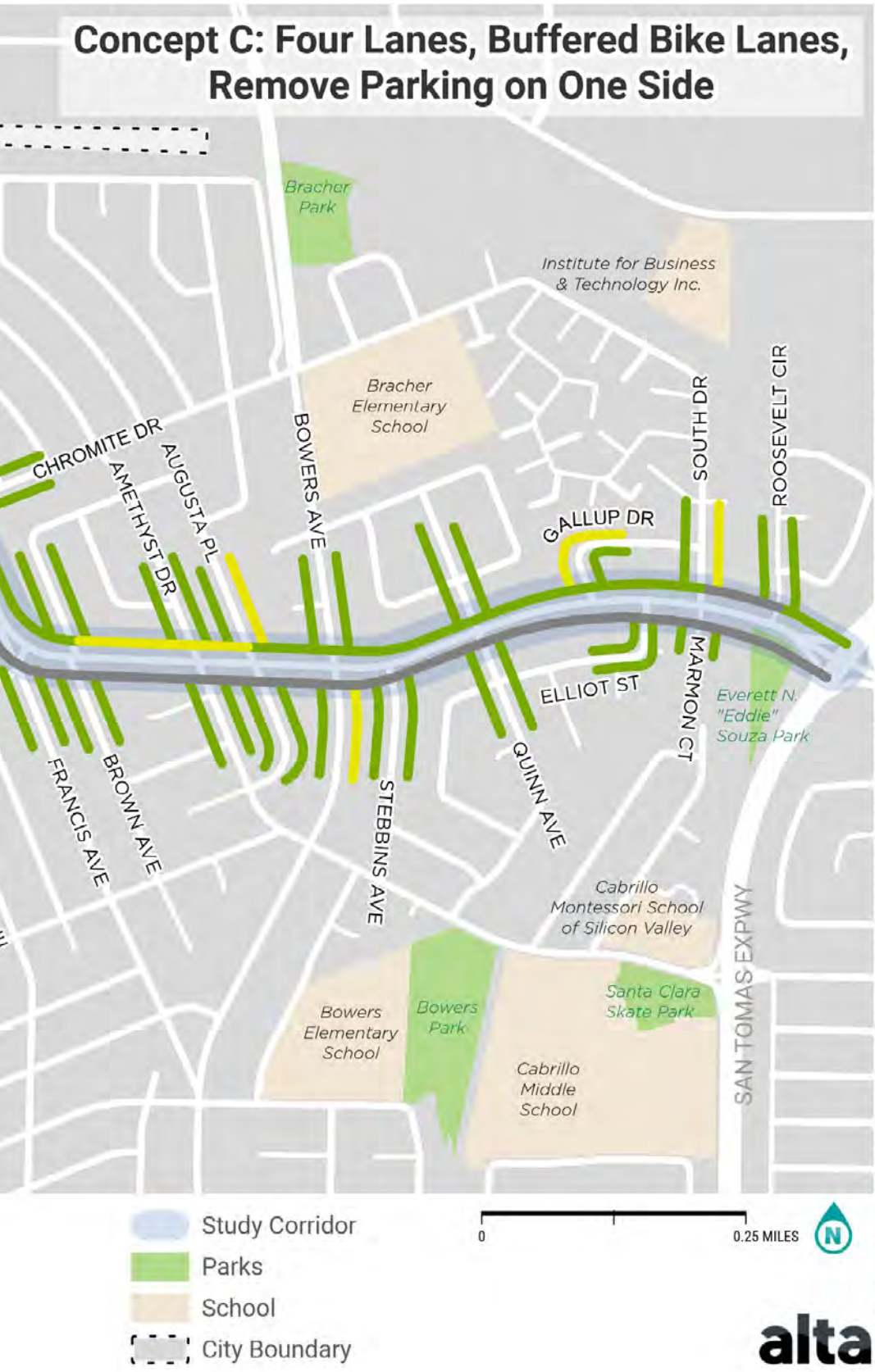
Figure 22. Average Parking Occupancy Anticipated – Monroe Street North Side Parking Removed




Concept C: Four Lanes, Buffered Bike Lanes, Remove Parking on One Side
Bracher Park
Institue for Business & Technology Inc
Bracher Elementary School
ROMITE DR
AMETHYST DR
AUGUSTA PL
BOWERS AVE
SOUTH DR
ROOSEVELT CIR
GALLUP DR
ELLIOT ST
MARMON CT
Everett N. "Eddie" Souza Park
FRANCIS AVE
BROWN AVE
STEBBINS AVE
QUINN AVE
Cabrillo Montessori School of Silicon Valley
SAN TOMAS EXPWY
Bowers Elementary School
Bowers Park
Santa Clara Skate Park
Cabrillo Middle School
Study Corridor
Parks
School
City Boundary
0
0.25 MILES
N
alta

Figure 23. Average Parking Occupancy Anticipated – Monroe Street South Side Parking Removed




Concept C: Four Lanes, Buffered Bike Lanes, Remove Parking on One Side
Brachor Park
Institute for Business & Technology Inc.
Bracher Elementary School
CHROMITE DR
AMETHYST DR
AUGUSTA PL
BOWERS AVE
SOUTH DR
ROOSEVELT CIR
GALLUP DR
ELLIOT ST
MARMON CT
Everett N. "Eddie" Souza Park
FRANCIS AVE
BROWN AVE
STEBBINS AVE
QUINN AVE
Cabrillo Montessori School of Silicon Valley
SAN TOMAS EXPWY
Bowers Elementary School
Bowers Park
Santa Clara Skate Park
Cabrillo Middle School
Study Corridor
Parks
School
City Boundary
0
0.25 MILES
N
alta

Summary

Analyses of the alternatives are summarized in **Table 12** and **Table 13**.

Table 12. Analysis Summary

Concept	Speed Reduction	Collision Reduction Potential	Par
Current Conditions / No Build	37% of drivers exceeded 35 mph limit	None	
Concept A - Two Lanes, Turn Lane, Buffered Bike Lanes	3-6 mph slower	Yes	
Concept B - Two Lanes, Turn Lane, Parking-Protected Bike Lanes	3-6 mph slower	Yes	
Concept C - Four Lanes, No Parking on One Side, Buffered Bike Lanes	1-6 mph slower	Negligible	

*Peak travel times in the AM are westbound on Monroe St, and eastbound in the PM.

**For Concept C, parking would be removed from the south side, as that would have the least impact on parking supp

SOURCES: The annual VMT reduction estimate is based on formula from California Air Resources Board, Quantifying Reductions in Vehicle Miles Traveled from New Bike Paths, Lanes, and Cycle Tracks https://ww2.arb.ca.gov/sites/default/files/auction-proceeds/bicycle_facilities_technical_041519.pdf

rking Available	Peak Travel Time* (min:sec)	Substandard Level of Service	Annual VMT Reduction Estimate
N: 61% S: 64%	AM: 10:25 PM: 11:19	AM: 4 PM: 3	None
N: 61% S: 64%	AM: 18:18 PM: 13:35	AM: 4 PM: 4 (+1)	11,911
N: 61% S: 64%	AM: 18:18 PM: 13:35	AM: 4 PM: 4 (+1)	11,911
N: 51%**	AM: 10:25 PM: 11:19	AM: 4 PM: 3	11,911

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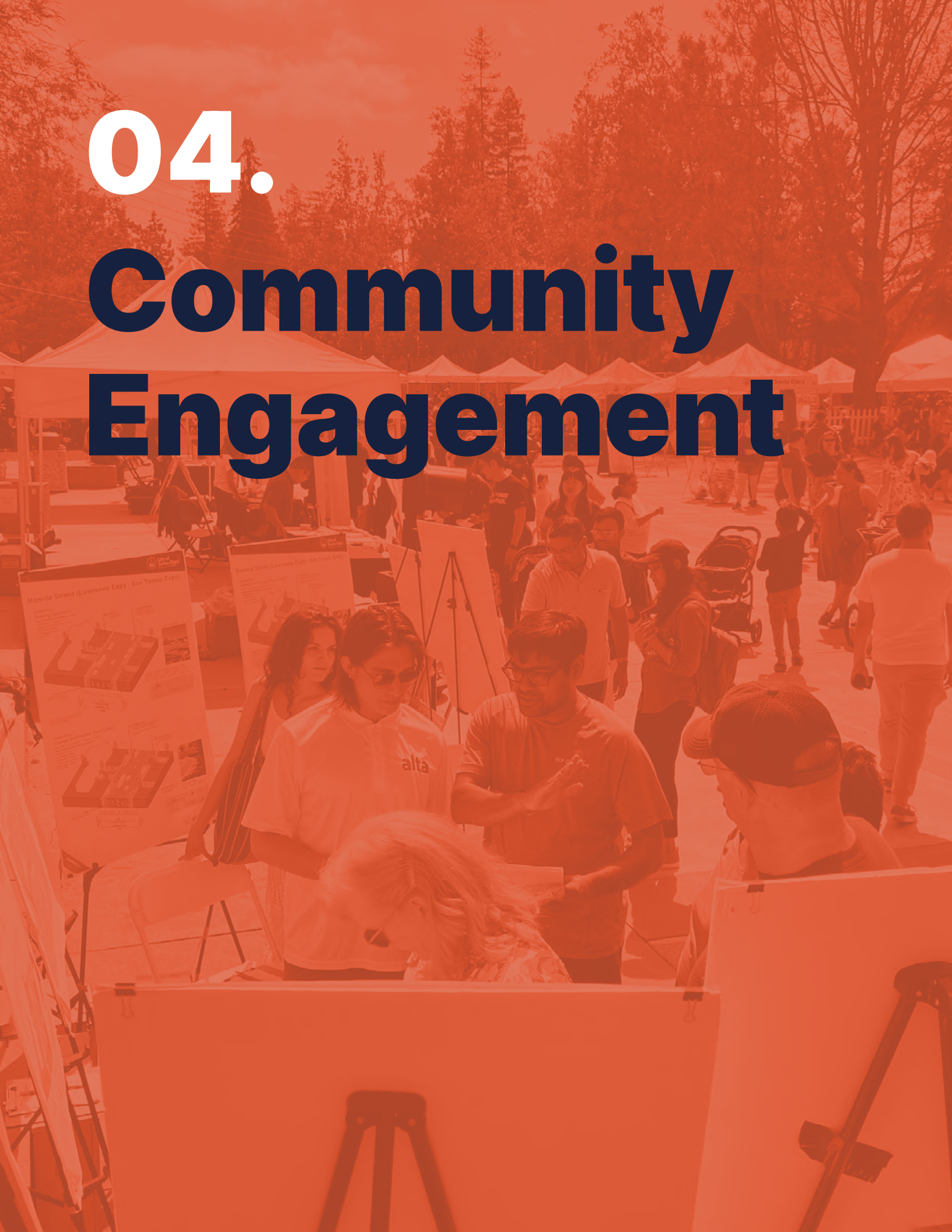
Table 13. Benefits Summary

	Current Conditions / No Build		Concept B
	Yes	No	Yes
Benefits for People Riding Bicycles			
Adds a bicycle facility		●	●
Provides physical separation between traffic and bicyclists		●	
Encourages bicyclists to not ride on sidewalks		●	●
Provides consistent clear visibility of bicyclists		●	●
Allows bicyclists to maneuver around debris	●		●
Allows bicyclists to make mid-block turns	●		●
Benefits for People Driving Vehicles			
Maximizes roadway and intersection capacity	●		
Potential to significantly reduce vehicle collisions		●	●
Adds a turn lane for safer turning maneuvers		●	●
Benefits for Community & Residents			
Reduces VMT		●	●
Maintains existing on-street parking capacity	●		●
Encourages slower automobile speeds		●	●
Incorporates traffic calming measures		●	●
Does not increase pedestrian mid-block crossing demand	●		●
Maintains existing residential trash collection plan*	●		●
Allows residents to participate in Annual Cleanup Campaign	●		●
Does not require construction funding	●		

**For detailed discussion of trash collection, see page 35*

t A - Two Lanes, Turn Lane, Buffered Bike Lanes		Concept B - Two Lanes, Turn Lane, Parking-Protected Bike Lanes		Concept C - Four Lanes, No Parking on One Side, Buffered Bike Lanes	
s	No	Yes	No	Yes	No
		●		●	
●		●			●
		●		●	
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04.
Community Engagement



Engagement Strategies

Project Website, Hotline, and Email

City staff hosted and maintained a website on the Public Works Department page to promote engagement events, provide educational materials, document meetings, and provide a forum for the community to submit comments. The project email account regularly sent updates to everyone who had signed up for project notifications whenever new information or materials were added to the project website, including meeting and survey details. Project staff also provided a phone number hotline as an accessible alternative for community members to leave project feedback, as well as an email address to submit comments.

Site Visit

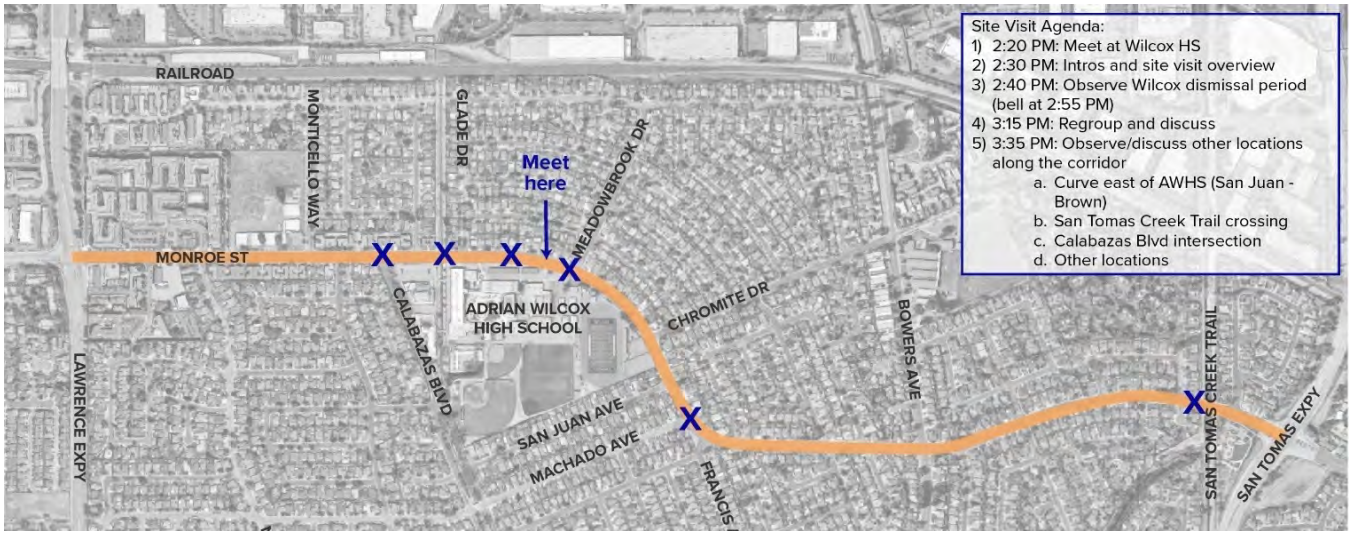
Participants from the City of Santa Clara Bicycle and Pedestrian Advisory Committee, City of Santa Clara staff, and the project team made a site visit on May 17, 2023, to observe conditions and behaviors, particularly around the afternoon release at Wilcox High School. A map and schedule for observations is shown in **Figure 24**.





Students commuting independently to Wilcox High School.

Figure 24. Agenda and Observation Locations (X indicates locations)



Committee/Commission Meetings

BICYCLE AND PEDESTRIAN ADVISORY COMMITTEE (BPAC)

City staff met with the BPAC on four different occasions to provide updates and solicit input at major milestones:

Meeting 1: Plan overview, schedule, and BPAC priorities (March 27, 2023)

Meeting 2: Review and collect feedback on draft corridor concepts (August 28, 2023)

Meeting 3: Review analysis results and provide feedback on draft concepts (January 22, 2024)

Meeting 4: Approve final report and recommend preferred design concept to the City Council (June 2024 - Anticipated)

SENIOR ADVISORY COMMISSION

The project team met with the Senior Advisory Commission on September 25, 2023, during Phase 2 of the project to inform commissioners and members of the public about the project and collect feedback on the proposed bikeways and general project input. Staff also provided project timelines and ways commissioners can stay involved with the project.

PARKS AND RECREATION COMMISSION

The project team met with the Parks and Recreation Commission on September 19, 2023, during Phase 2 of the project to inform commissioners and members of the public about the project and collect feedback on the proposed bikeways and general project input. Staff also provided project timelines and ways commissioners can stay involved with the project.

YOUTH COMMISSION

The project team met with the Youth Commission on September 12, 2023, during Phase 2 of the project to inform commissioners about the project and collect feedback on the proposed bikeways and general project input. Staff also provided project timelines and ways commissioners can stay involved with the project.

Community Workshops

The City hosted five community workshops online for the public to learn more about the project and provide feedback. The City advertised the workshops on its website and social media channels, and mailed postcards to all addresses within a half-mile of the Monroe Street project corridor (1,000 postcards). Each postcard indicated the project includes the potential to add bicycle lanes with the removal of on-street parking or travel lanes. Additionally, the project team created and produced 10 roadway signs with project information and placed them along the corridor early during Phase 1 engagement. Signs remained along the corridor for the duration of the project.

Phase 1:

- Community Workshop #1: May 17, 2023
- Community Workshop #2: May 20, 2023

Phase 2:

- Community Workshop #3: September 14, 2023
- Community Workshop #4: September 23, 2023

Phase 3:

- Community Workshop #5: January 17, 2024

Pop-Up Events

The City held pop-up events at six locations to meet residents, students, and community members and engage them on the project. These events are described in the sections that follow. Each of the pop-up events, except for the Wilcox High School Outreach event, included three other separate bikeway studies on Benton Street, Walsh Avenue/Martin Avenue, and Coleman Avenue/De La Cruz Boulevard.

EARTH DAY / ARBOR DAY

At the Earth Day / Arbor Day event held at Central Park on April 27, 2023, from 10:00 a.m. to 2:00 p.m., the project team introduced the four corridor studies, including the Monroe project, to the public. A map of the study corridors with a QR code that linked to the project webpages was displayed. Overall, four members of the public signed up for project updates through email contact.

BIKE TO WORK DAY

The City partnered with Silicon Valley Power to co-host an energizer station and pop-up event along the San Tomas Aquino Creek Trail on Bike to Work Day, Thursday, May 18, 2023, between 7:00 and 10:00 a.m. The pop-up was at a trail-head near the Agnew Road intersection. This event featured representation from all four of the City's corridor planning projects. Overall, the staff gathered feedback from over 30 community members.

SANTA CLARA ART AND WINE FESTIVAL

On September 16 and 17, 2023, at Central Park, the project team had a booth set up with concept display boards, paper surveys, and QR codes for the project website and survey. Over 400 community members engaged with staff on the project.

WILCOX HIGH SCHOOL OUTREACH

The project team set up a booth outside the front office at Wilcox High School during afternoon dismissal on October 23, 2023, with concept display boards, paper surveys, and QR codes for the project website and survey. Approximately 30 students provided comments, and 18 people from the Wilcox High School community completed a survey.

HOLIDAY TREE LIGHTING CEREMONY

The project team also attended the Holiday Tree Lighting Ceremony on December 1, 2023, where a similar booth was set up for broader community members to engage with staff on the project, with concept display boards, comment cards, and QR codes for the project website and survey. Staff collected 20 comment cards.

CALTRAIN COMMUTER OUTREACH

On Thursday, February 15, 2024, from 4:00 to 6:00 p.m., the project team set up a pop-up event at the Santa Clara Caltrain station, with concept display boards, maps, and QR codes for the project website and survey. Around a dozen community members engaged with staff directly.

Online Surveys

The project team conducted three public surveys throughout the project period, and all were posted to the project website. The first was a brief survey that included questions on transportation preferences and behaviors, specific questions about how attendees use Monroe Street, and demographic questions. The second survey gathered feedback and preferences on draft corridor concepts, while the third survey asked for ranked preferences on corridor concepts after revisions.







Community members participate in events at Santa Clara Art and Wine Festival (top), Bike to Work Day (lower left), and Wilcox High School (lower right).





Community members participate in events at Holiday Tree Lighting Ceremony (above) and Caltrain Commuter outreach (left).

Phase 1 Engagement Summary Findings

The Monroe Street Bikeway Study offered multiple community engagement opportunities during its first phase, including two virtual community workshops, pop-up events on Bike to Work Day and Earth Day/Arbor Day, online community survey, project email address and voicemail number, and one BPAC meeting.

At the virtual community workshops, participants described their current experiences traveling on Monroe Street. Sample comments included that biking doesn't feel safe and cars pass too close, traffic backups can sometimes be an issue, when the street is not congested speeding can be an issue, making left turns without a center turn lane feels risky, and the San Tomas Aquino Creek Trail crossing is confusing for many people. Community members shared that their goals for Monroe Street centered around improving safety for all roadway users and improving biking connectivity and comfort. Attendees ranked five priorities for the corridor and stated that addressing safety and traffic calming was their top concern, followed by managing traffic congestion. Attendees also shared that safe bike facilities accompanied by traffic calming to slow cars down would encourage them to bike more. Workshop recordings were posted to the project webpage.

At the Bike to Work Day event, staff gathered feedback from over 30 community members and engaged many more on the project. Several common comment themes emerged. Multiple people stated that they intentionally do not ride on Monroe Street but instead ride on more comfortable parallel streets like Aster Avenue/ Agate Drive. They indicated that improvements to the San Tomas Aquino Creek Trail crossing would be appreciated. Finally, many residents appreciated the intent to add buffered bike lanes, especially seeing the benefit it would have for high school students and staff.

The first Monroe Street survey received 67 responses. The survey asked about community members' travel preferences, current thoughts on the state of the corridor, and their ideas for the future. Roughly 37% of survey respondents reported walking along the corridor at least once a week, and 56% indicated that they bike along the corridor at least once per week. And 60% of respondents indicated that they also drive the corridor at least once a week. While 44% of respondents indicated that they either agree or strongly agree that they can usually find parking near their destination; over 43% gave a neutral response. Regarding traffic, 61% of respondents agreed or strongly agreed that traffic generally flows well on Monroe Street; less than 9% of respondents disagreed or strongly disagreed.

The survey asked respondents about what factors influence their transportation decision-making. Around 77% of respondents indicated that "riding a bicycle or other rolling device does not feel safe" as a factor in their decision-making. This was one of two reasons selected by over half of the respondents. The second-highest impactful factor was "crossing the street is uncomfortable or doesn't feel safe," with 51% of respondents selecting that option. No other option was chosen by more than 15% of respondents. When asked which biking and walking improvements would improve their overall experience on Monroe, the top three responses were to add/enhance bicycle lanes along the



Community member stops to engage with bikeway concepts during Bike to Work Day.

roadway, improve bicyclists' safety at intersections along Monroe Street, and add traffic calming features. A full summary of responses is shown in **Appendix B**.

Finally, the Monroe Street email and voicemail accounts received six comments during this first phase. Community member feedback centered around concerns about existing crossings (bicycle and pedestrian) for students at the high school, safety improvements for people riding bicycles, and safety improvements for people walking.

Across all Phase 1 engagement events, three common themes emerged:

- Bicycle facilities should feel safe and comfortable, especially for high school students.
- Crossing Monroe Street is uncomfortable on a bicycle or as a pedestrian.
- Improved connections to and crossings of the San Tomas Aquino Creek Trail can enhance connections to multiple destinations. The Monroe Street crossing specifically was raised by multiple community members.

Phase 2 Engagement Summary Findings

The second phase of engagement included two virtual community workshops; two pop-up events at the Art and Wine Festival and at Wilcox High School; and meetings with the Youth Commission, Senior Advisory Commission, Parks and Recreation Commission, and BPAC. This is all in addition to a second online design alternatives survey and continued use of the project email address and voicemail number.

The City hosted two virtual community workshops for the project on the evening of Thursday, September 14, 2023, at 6:00 p.m., and the afternoon of Saturday, September 23, 2023, at 1:00 p.m. The City advertised the workshops on its website and mailed postcards to all addresses within a half-mile of the Monroe Street project corridor (1,000 postcards). Both workshops covered the same content. Thursday's workshop had eight attendees, and Saturday's had two. The presentations included interactive polling from Mentimeter and a question-and-answer session at the end of the formal presentation. Project staff presented a project overview, corridor parking and collision analysis, and alternative concept designs. Workshop recordings were posted to the project webpage.

When asked about design alternatives presented, participants expressed concerns about high-speed traffic and getting doored by people exiting parked vehicles. Participants described a desire to balance bicycle safety with neighborhood needs. Attendees also shared that safe bike facilities accompanied by traffic calming to slow cars down would encourage them to bike more.

The second online survey was posted on August 28, 2023, and ran until October 31, 2023, and received 118 public responses, of which 15% were affiliated with Wilcox High School. At least 54% travel along or cross the corridor regularly, and at least 43% live on or near it. Respondents were asked to review each concept and indicate if they fully supported, supported with minor modifications, needed major changes to get support, or did not support the concept. Results of the survey are shown in **Table 14: Online Survey #2 Results – All Responses**. Responses from people affiliated with Wilcox High School are shown in **Table 15: Online Survey #2 Results – Wilcox High School**. In their reactions, Wilcox High School respondents wrote that they needed "dedicated bike lanes" and "protected biking" represented by Concepts B and C.



Community members discussing bikeway concepts with the project team during the Art & Wine Festival.

Among all respondents, 63.1% fully supported or supported with minor changes Concept A: Two Lanes, Center Turn Lane, Buffered Bike Lanes, Parking on Both Sides. Among respondents affiliated with Wilcox High School, no one indicated full support, and 66.7% would support Concept A with minor changes. For those who indicated "support with minor changes" in Concept A, common comments include adding physical separation of bike lanes from traffic and moving the bikeway to the other side of parked cars.

Among all respondents, 70.2% fully supported or supported with minor changes Concept B: Two Lanes, Center Turn Lane, Parking-Protected Bike Lanes. Among respondents affiliated with Wilcox High School, 33.3% indicated full support, and 16.7% would support Concept B with minor changes. For those who indicated "support with

minor changes" in Concept B, common comments include adding raised curb between parking and bikeway, and visibility concerns around driveways.

Among all respondents, 44.5% fully supported or supported with minor changes Concept C: Four Lanes, Buffered Bike Lanes, Remove Parking on One Side; 39.5% of respondents said that they did not support Concept C, the highest level of opposition among the three concepts. Among respondents affiliated with Wilcox High School, 60% indicated full support, and 20% would support Concept C with minor changes. For those who indicated "support with minor changes" in Concept C, common comments include adding physical separation of bike lanes from traffic, need for reducing vehicle speeds (traffic calming), and need for increased parking enforcement.

Table 14. Online Survey #2 Results – All Responses (118 responses)

Response	Concept A	Concept B	Concept C
	Two Lanes, Center Turn Lane, Buffered Bike Lanes, Parking on Both Sides	Two Lanes, Center Turn Lane, Parking-Protected Bike Lanes	Four Lanes, Buffered Bike Lanes, Remove Parking on One Side
Fully support	28.6%	51.2%	27.2%
Support with minor changes	34.5%	19.0%	17.3%
Needs major changes to get my support	16.7%	11.9%	17.3%
I do not support this concept	21.4%	21.4%	39.5%

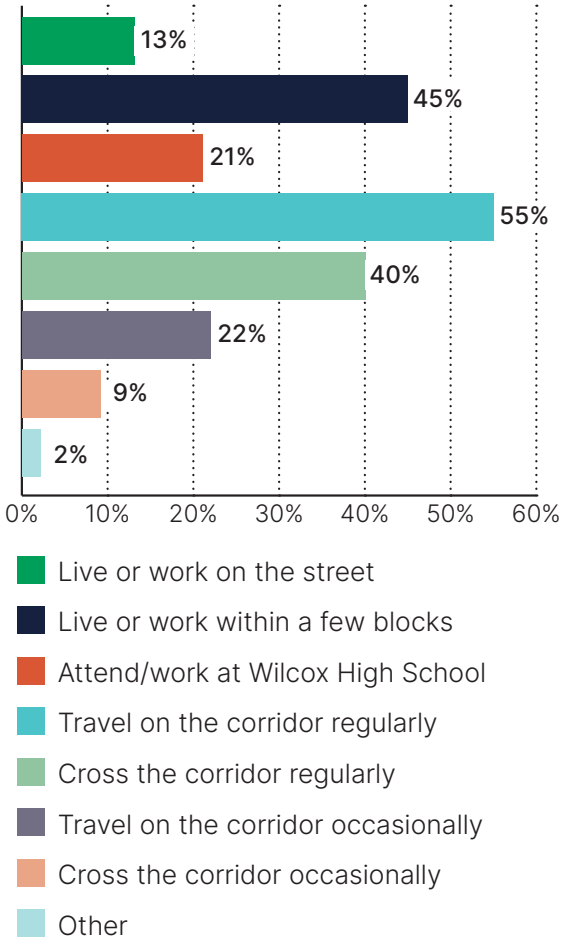
Table 15. Online Survey #2 Results – Wilcox High School (18 responses)

Response	Concept A	Concept B	Concept C
	Two Lanes, Center Turn Lane, Buffered Bike Lanes, Parking on Both Sides	Two Lanes, Center Turn Lane, Parking-Protected Bike Lanes	Four Lanes, Buffered Bike Lanes, Remove Parking on One Side
Fully support	0.0%	33.3%	60.0%
Support with minor changes	66.7%	16.7%	20.0%
Needs major changes to get my support	16.7%	33.3%	0.0%
I do not support this concept	16.7%	16.7%	20.0%

Phase 3 Engagement Summary Findings

The third and final phase of engagement for this project included one virtual community workshop, two pop-up events with the Santa Clara Tree Lighting Ceremony and at the Caltrain station; and a meeting with BPAC. This was all augmented with a third ranked choice survey and continued use of the project email address and voicemail number.

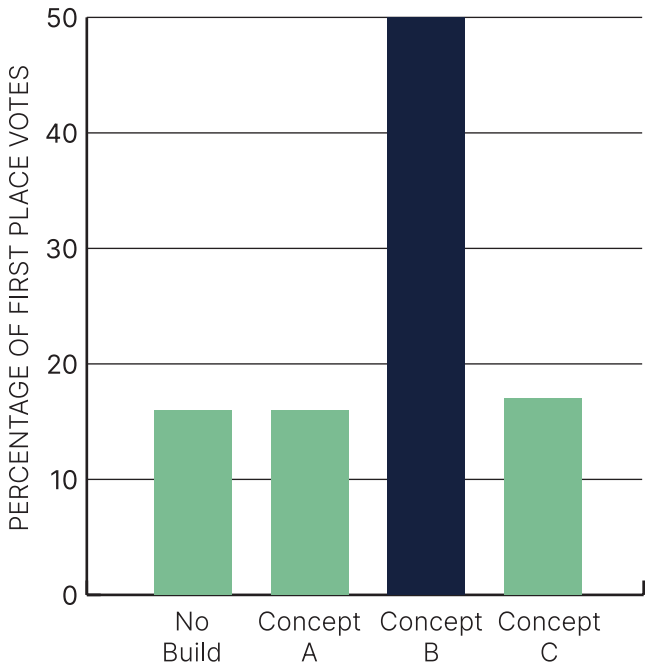
Figure 25. Survey Results - Relation to Monroe Street



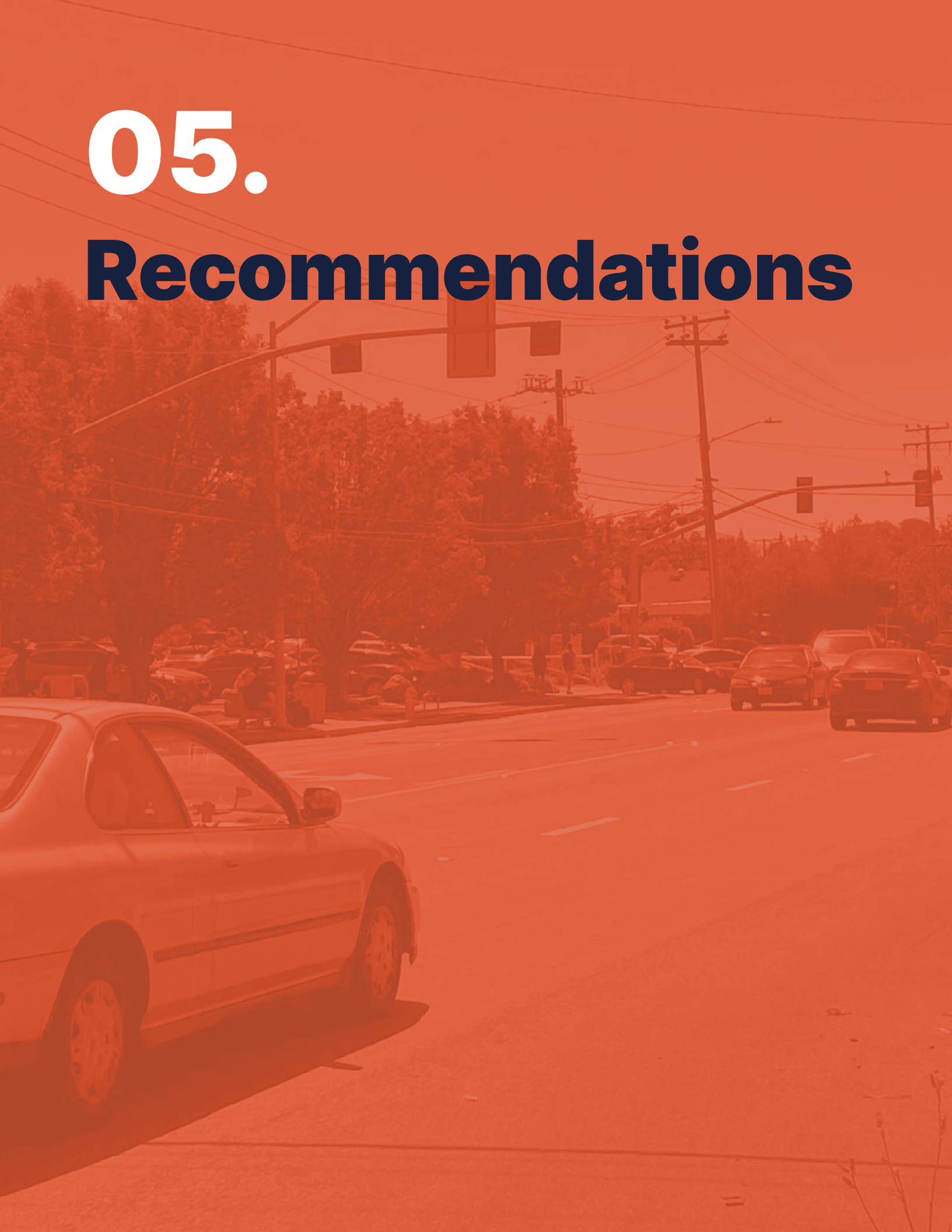
The project team hosted one virtual community workshop for the project on the evening of Wednesday, January 17, 2024. The team advertised the workshop on the City's website and mailed postcards to all addresses within a half-mile of the Monroe Street project corridor (1,000 postcards). Twelve people attended the workshop. The presentation included a project overview, corridor parking and collision analysis, alternative concept designs, and a question-and-answer session at the end. Key comments were around concerns about people speeding in vehicles on the corridor, and design accommodations for the specific needs of people riding bicycles, such as signal detection and turning radii.

The project team ran the third and final online survey from January 16, 2024, until February 25, 2024. The survey received 124 public responses, and a decision on the preferred alternative will include input from all members of the community. Approximately 13% of respondents live or work on Monroe Street, and the majority travel or cross the corridor regularly (see **Figure 25**). The project team used ranked choice voting to determine which alternative had majority support from the public. If no candidate had an outright majority, the team eliminated the recipient with the fewest first-choice votes. Those who voted for the eliminated candidate had their votes redistributed to their next highest ranked choice in the following round. Concept B won with an outright majority (50%) of all 1st choice votes, as shown in **Figure 26**. Some respondents indicated they would rather have a protected bikeway for their own safety and comfort, rather than one only separated from traffic by paint.

Figure 26. Ranked Choice Voting Results



05.
Recommendations



Final Recommendation

City Council will review the results of the study and make a recommendation. This chapter is a placeholder until the final draft report is published.

Next Steps and Funding

If City Council chooses a preferred design concept, the City will need to acquire funding for design and construction. Typical construction costs are shown below and will be refined based on the preferred design concept and the final corridor design. This chapter also includes potential federal, state, regional, and local grant sources to fund the design and construction.

High Level Cost Estimates

The estimated costs in **Table 16: Generalized Planning Level Costs – Bikeways** are planning level costs that help the public understand at a high level what investments are required for various infrastructure improvements. Costs are in 2024 dollars.

Table 16. Generalized Planning Level Costs – Bikeways

Bikeway Classification	Cost Per Mile
Class II – Bicycle Lane	$118,000-$619,000
Class IIB – Buffered Bicycle Lane	$195,000 - $619,000
Class IV – Separated Bikeway	$366,000 - $1,134,000

There are also additional cost considerations when installing these bikeways, particularly around crossings or intersections. Complementary pedestrian improvements could also be considered in future design phases. Some of these infrastructure cost considerations are included in **Table 17: Generalized Planning Level Costs – Spot Improvements**.

Table 17. Generalized Planning Level Costs – Spot Improvements

Proposed Improvement	Cost of Each
Construct Median Refuge	$1,500 - $2,900
Install New Sidewalk (per mile)	$987,000 - $1,536,000
Install/Upgrade Crosswalks (per LF)	$22 - $37
Install/Upgrade Curb Ramps	$7,300 - $14,600
Reconfigure Slip Lane	$585,200 - $877,700
Reduce Turning Radius	$146,300 - $1,097,200

Local and Regional Grant Programs

2016 MEASURE B

Santa Clara voters approved a half-cent sales tax in 2016 to fund transportation infrastructure investments. Measure B is expected to raise $6.3 billion (2017 dollars) over 30 years to fund nine program categories. The Local Streets and Roads Program returns funds to the cities and the County on a formula basis to be used to repair and maintain the street system. The allocation is based on the population of the cities and the County of Santa Clara's road and expressway lane mileage. Cities and the County will be required to demonstrate that these funds would be used to enhance and not replace their current investments for road system maintenance and repair. The program would also require that cities and the County apply Compete Streets best practices to improve bicycle and pedestrian elements of the street system. If a city or the County has a Pavement Condition Index score of at least 70, it may use the funds for other congestion relief projects. Two hundred fifty million dollars has been allocated toward the Bicycle and Pedestrian Program. Within the Bicycle and Pedestrian Program, funds are divided between capital projects (80%), education and encouragement programs (15%) and planning studies (5%). The education and encouragement funds will be allocated to cities based on a population formula with a $10,000 annual minimum allocation per city; $250,000 will be reserved for countywide programs. Funds for bicycle and pedestrian projects are applied to a select list of projects approved by the VTA Board.

Funds are programmed by VTA.

TRANSPORTATION FUND FOR CLEAN AIR COUNTY PROGRAM MANAGER FUND

The Bay Area Air Quality Management District (BAAQMD) administers funds to the VTA for projects that reduce vehicle emissions including bicycle projects. These funds come from a $4 vehicle registration surcharge in Bay Area counties and can be used as a match for competitive state or federal programs.

Funds are programmed by VTA.

ONE BAY AREA GRANT

The One Bay Area grant program (OBAG) emphasizes funding for projects within Priority Development Areas in the region that are in-line with housing and land use goals. Projects that are within or provide access to these Priority Development Areas could qualify for these grants.

Funds are programmed by the Metropolitan Transportation Commission (MTC) and the VTA.

TRANSPORTATION DEVELOPMENT ACT ARTICLE 3

Transportation Development Act Article 3 (TDA 3) provides funding annually for bicycle and pedestrian projects. Two percent of TDA funds collected within the county are used for TDA 3 projects. Metropolitan Transportation Commission policies require that all projects be reviewed by a Bicycle and Pedestrian Advisory Committee or similar body before approval.

Funds are programmed by VTA.

State and Federal Grant Programs

CALIFORNIA ACTIVE TRANSPORTATION PROGRAM (ATP)

Governor Edmund G. "Jerry" Brown signed legislation in 2013 that consolidates existing federal and state transportation programs including the Transportation Alternatives program, Bicycle Transportation Account, and State Safe Routes to School, into a single program focused on expanding and enhancing active transportation across the state. The Active Transportation Program is intended to increase the use of active transportation, enhance safety for non-motorized users, improve public health, and advance regional greenhouse gas reduction goals pursuant to Senate Bill 375 (of 2008) and Senate Bill 341 (of 2009). This grant program funds a wide variety of activities and projects that further the goals of the program including infrastructure, non-infrastructure, and planning studies.

Funds are programmed by Caltrans with guidance from the California Transportation Commission (CTC).

HIGHWAY SAFETY IMPROVEMENT PROGRAM

Caltrans offers Highway Safety Improvement Program grants every one to two years. Projects on any publicly owned road or active transportation facility are eligible, including bicycle and pedestrian improvements. This program focuses on projects that explicitly address documented safety challenges through proven countermeasures, are implementation ready, and demonstrate cost-effectiveness.

Funds are programmed by Caltrans.

OFFICE OF TRAFFIC SAFETY GRANT

The Caltrans Office of Traffic Safety makes grants available to local and state public agencies for programs that help them enforce traffic laws, educate the public in traffic safety, and provide varied and effective means of reducing fatalities, injuries, and economic losses from collisions. Funding can be used for safety trainings, bike helmets, and traffic safety campaigns, among other activities.

Funds are programmed by the Office of Traffic Safety.

SAFE STREETS AND ROADS FOR ALL (SS4A)

Established under the Bipartisan Infrastructure Law, this discretionary program funds regional, local, and tribal initiatives to prevent roadway deaths and serious injuries. Grant types include Planning and Demonstration Grants as well as Implementation Grants. Eligible activities include pilot and demonstration projects, data analytics, creating safe routes to schools, promotional and education materials, and expanding bicycle networks. An eligible Safety Action Plan must be developed prior to applying for Implementation Grants under this program.

Funds are awarded by the US Department of Transportation.

ROAD MAINTENANCE AND REHABILITATION PROGRAM

Senate Bill 1 created the Road Maintenance and Rehabilitation Program to address deferred maintenance on state highways and local road systems. Program funds can be spent on both design and construction efforts. On-street active transportation-related maintenance projects are eligible if program maintenance and other thresholds are met.

Funds are programmed by the State Controller's Office with guidance from the CTC.

City of
Santa Clara
The Center of What's Possible

Attachment 3

Corridor Design Concepts

64’ WIDE TYPICAL

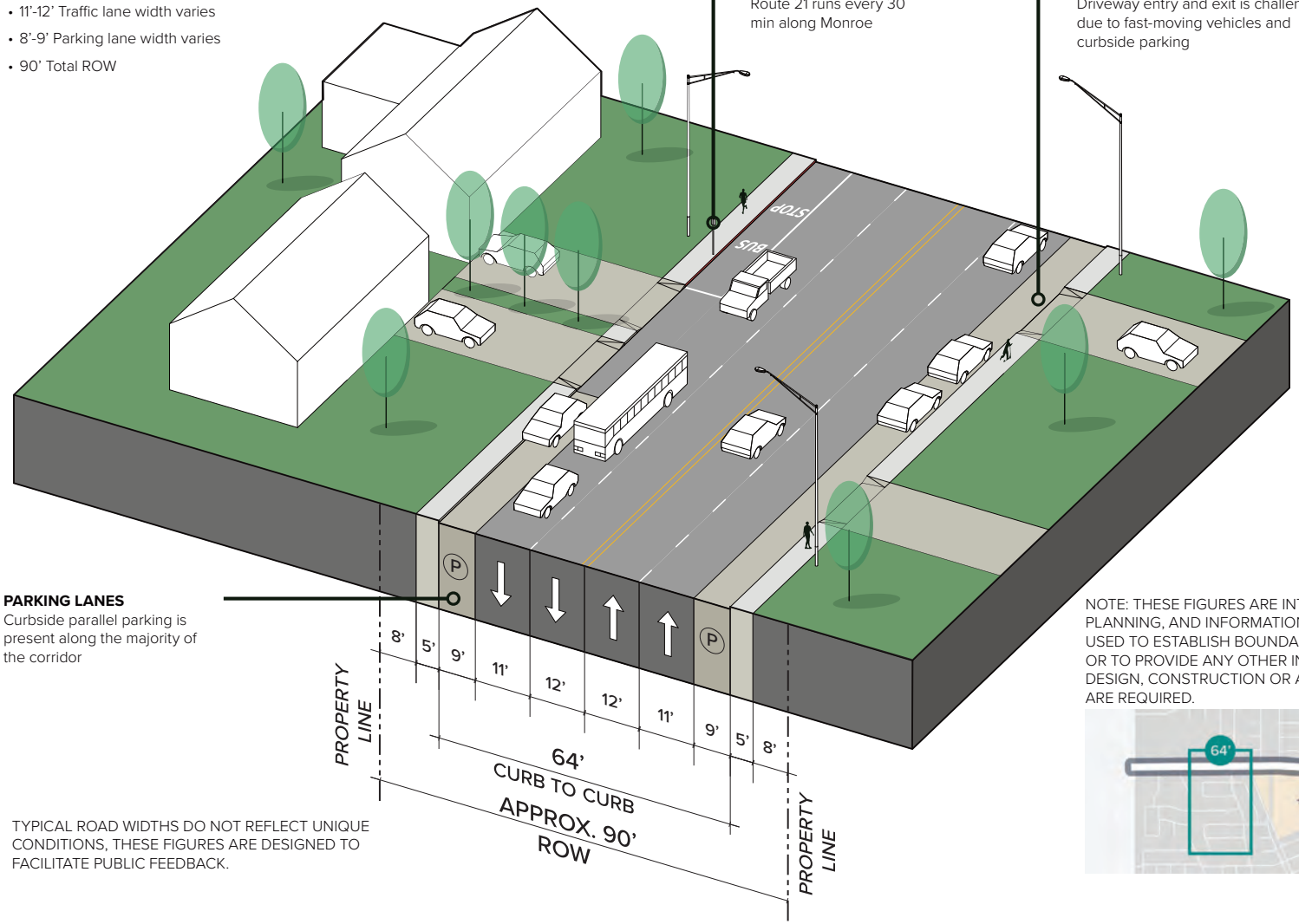
Existing Conditions / No Build Option

MONROE ST FROM LAWRENCE EXPWY TO CALABAZAS BLVD

- Sharrows from Nobili Ave to Chromite Dr
- Bike lanes from Chromite Dr to San Tomas Expressway
- 11’-12’ Traffic lane width varies
- 8’-9’ Parking lane width varies
- 90’ Total ROW

BUS STOPS
Route 21 runs every 30 min along Monroe

CHALLENGING VISIBILITY
Driveway entry and exit is challenging due to fast-moving vehicles and curbside parking



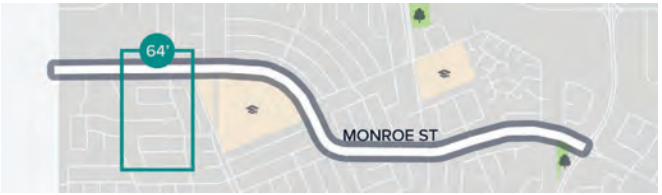
PARKING LANES
Curbside parallel parking is present along the majority of the corridor

TYPICAL ROAD WIDTHS DO NOT REFLECT UNIQUE CONDITIONS, THESE FIGURES ARE DESIGNED TO FACILITATE PUBLIC FEEDBACK.

PHOTO: EXISTING CONDITIONS ON MONROE



NOTE: THESE FIGURES ARE INTENDED ONLY FOR REFERENCE, CONCEPTUAL PLANNING, AND INFORMATIONAL PURPOSES. THESE FIGURES SHOULD NOT BE USED TO ESTABLISH BOUNDARIES, PROPERTY LINES, LOCATION OF OBJECTS, OR TO PROVIDE ANY OTHER INFORMATION TYPICALLY NEEDED FOR FINAL DESIGN, CONSTRUCTION OR ANY OTHER PURPOSE WHEN ENGINEERED PLANS ARE REQUIRED.



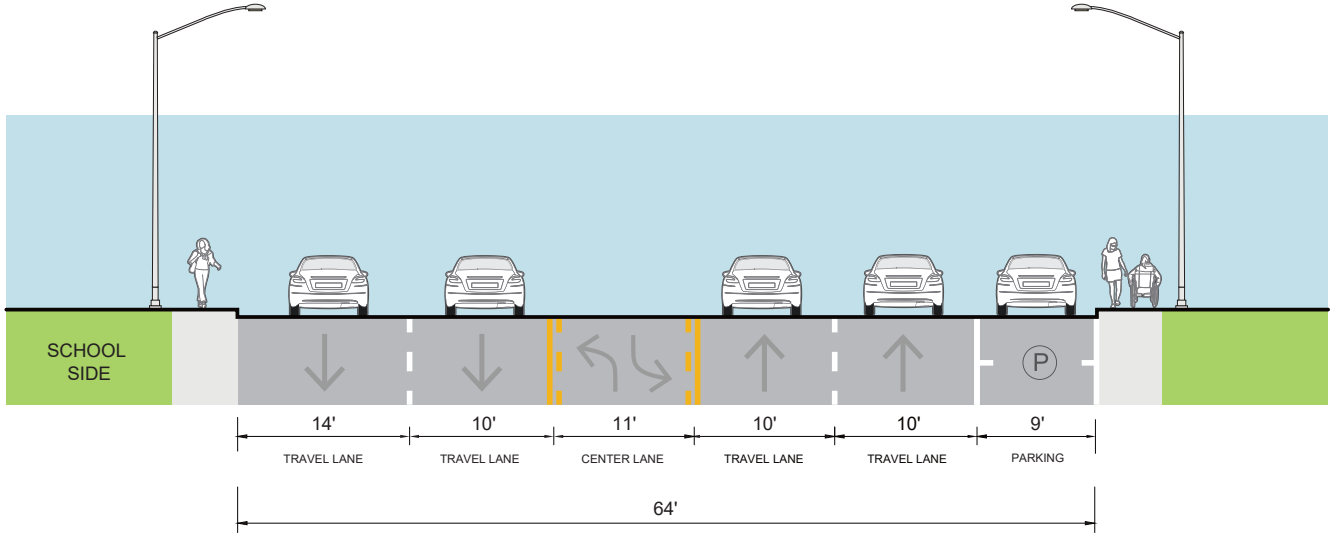
64’ WIDE

Existing Conditions / No Build

ALONGSIDE HIGH SCHOOL
MONROE ST FROM CALABAZAS BLVD TO CHROMITE DR

- One side parking + center lane



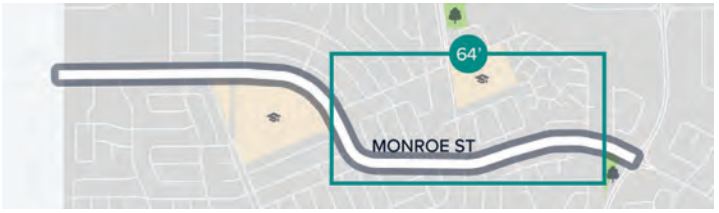


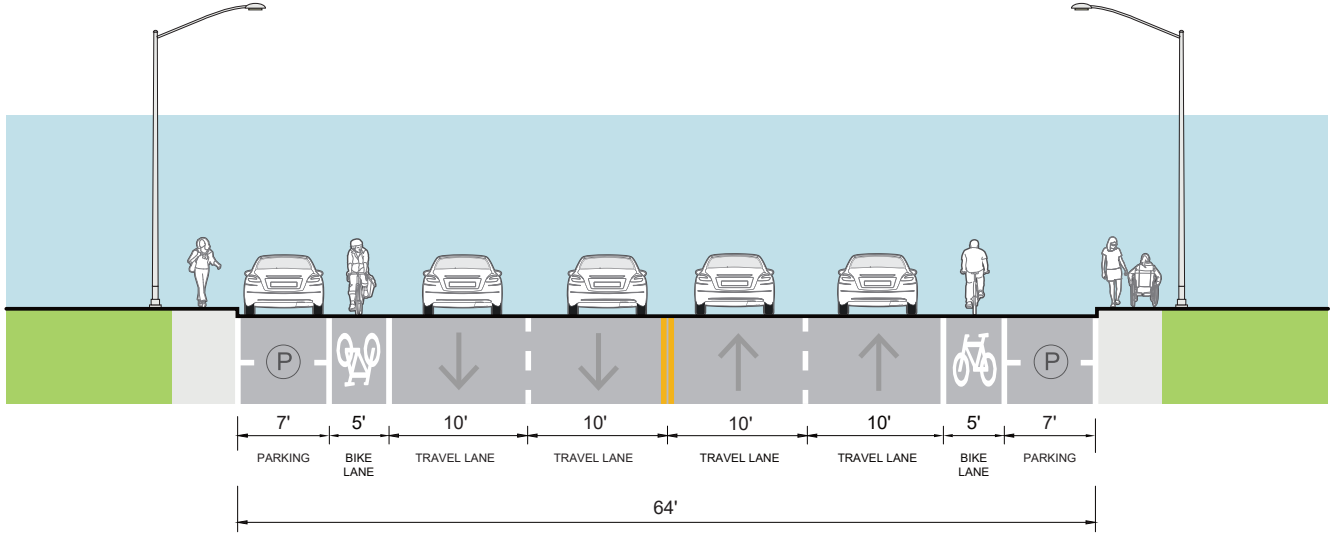
64’ WIDE

Existing Conditions / No Build

VARIATION FROM TYPICAL EXISTING CONDITION
MONROE ST FROM CHROMITE DR TO SAN TOMAS EXPY

- Two sides parking + Class II bike lanes





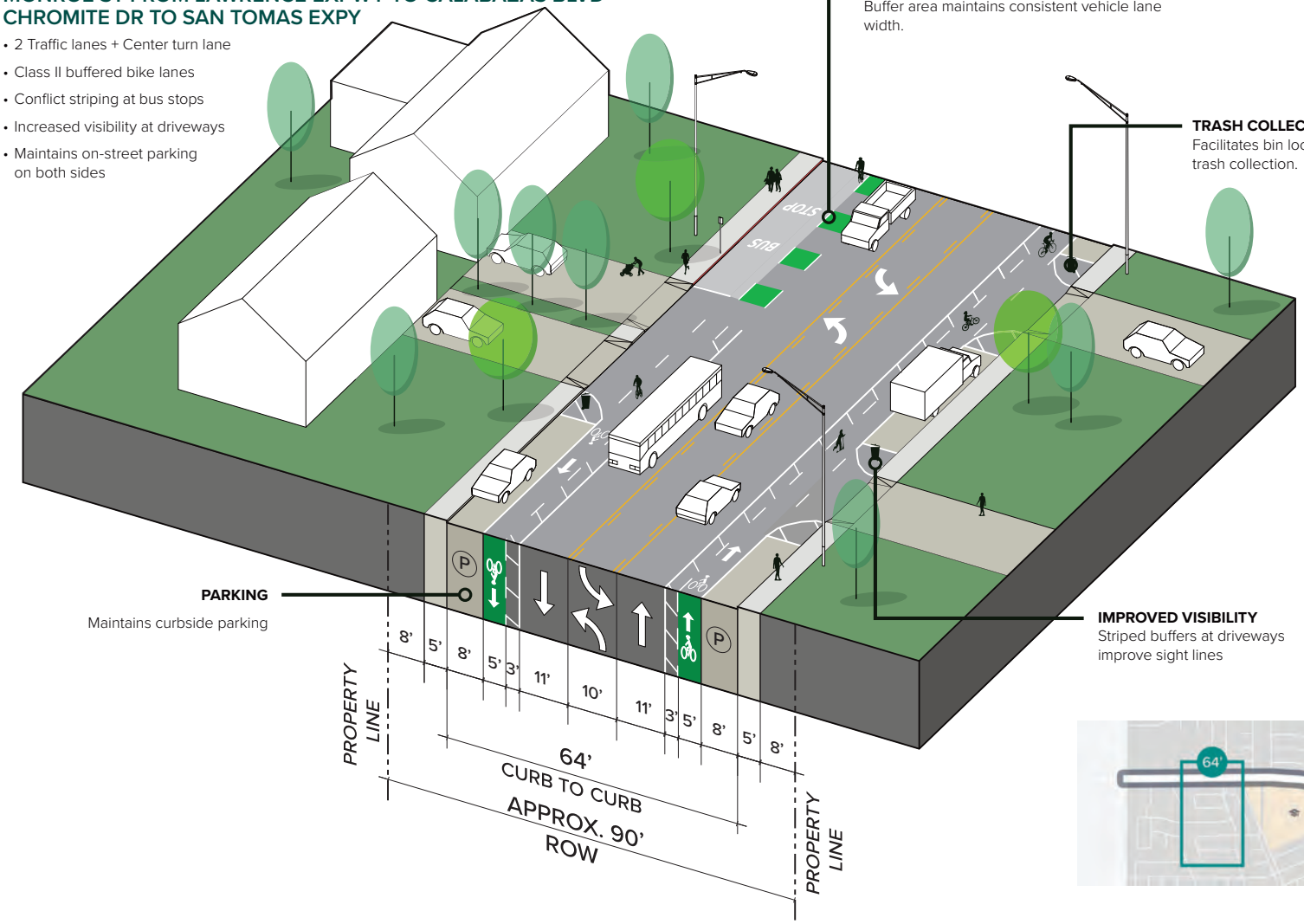
64’ WIDE TYPICAL

Concept A

TWO LANES, CENTER TURN LANE, BUFFERED BIKE LANES, PARKING ON BOTH SIDES

MONROE ST FROM LAWRENCE EXPWY TO CALABAZAS BLVD + CHROMITE DR TO SAN TOMAS EXPY

- 2 Traffic lanes + Center turn lane
- Class II buffered bike lanes
- Conflict striping at bus stops
- Increased visibility at driveways
- Maintains on-street parking on both sides





EXAMPLE OF BUFFERED BIKE LANES
A buffer between vehicle traffic provides additional horizontal separation from vehicles.



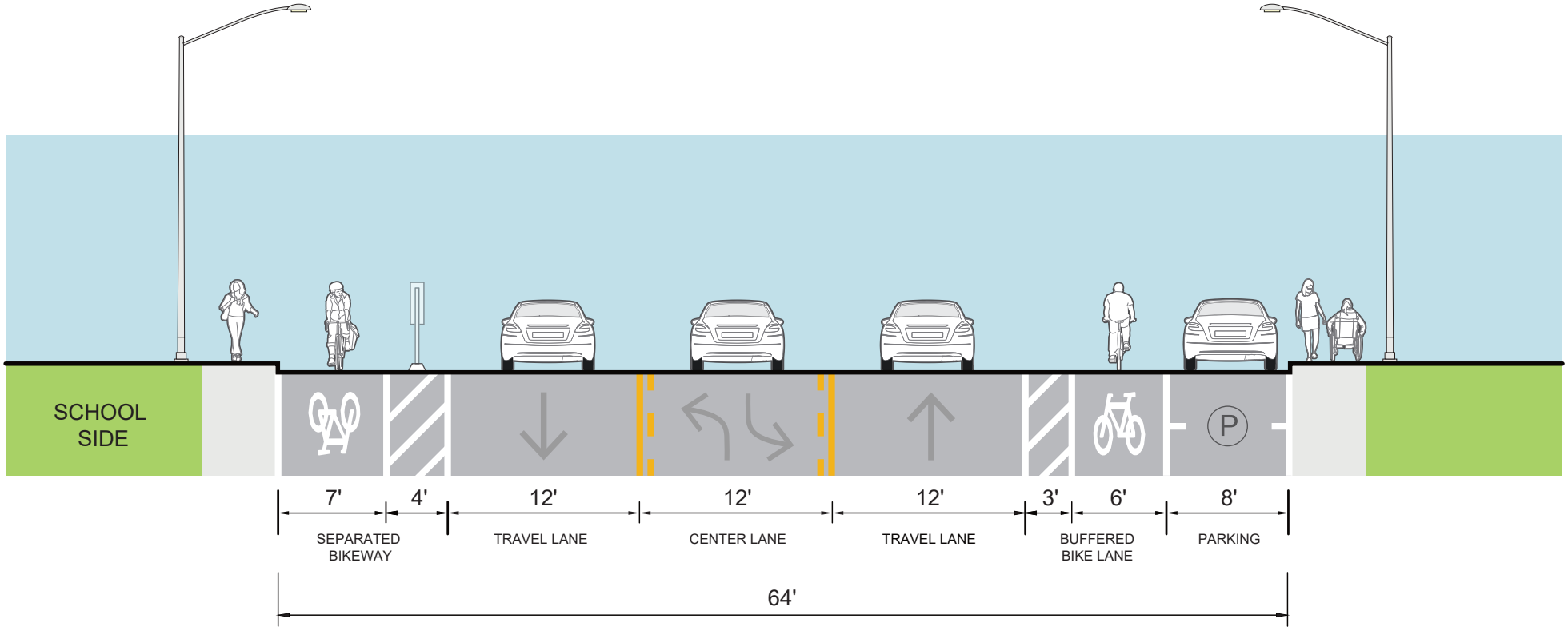
64’ WIDE

Concept A

ALONGSIDE HIGH SCHOOL

MONROE ST FROM CALABAZAS BLVD TO CHROMITE DR

- South side protected bike lane - in front of high school
- North side buffered bike lane - in front of residences



FACING WEST



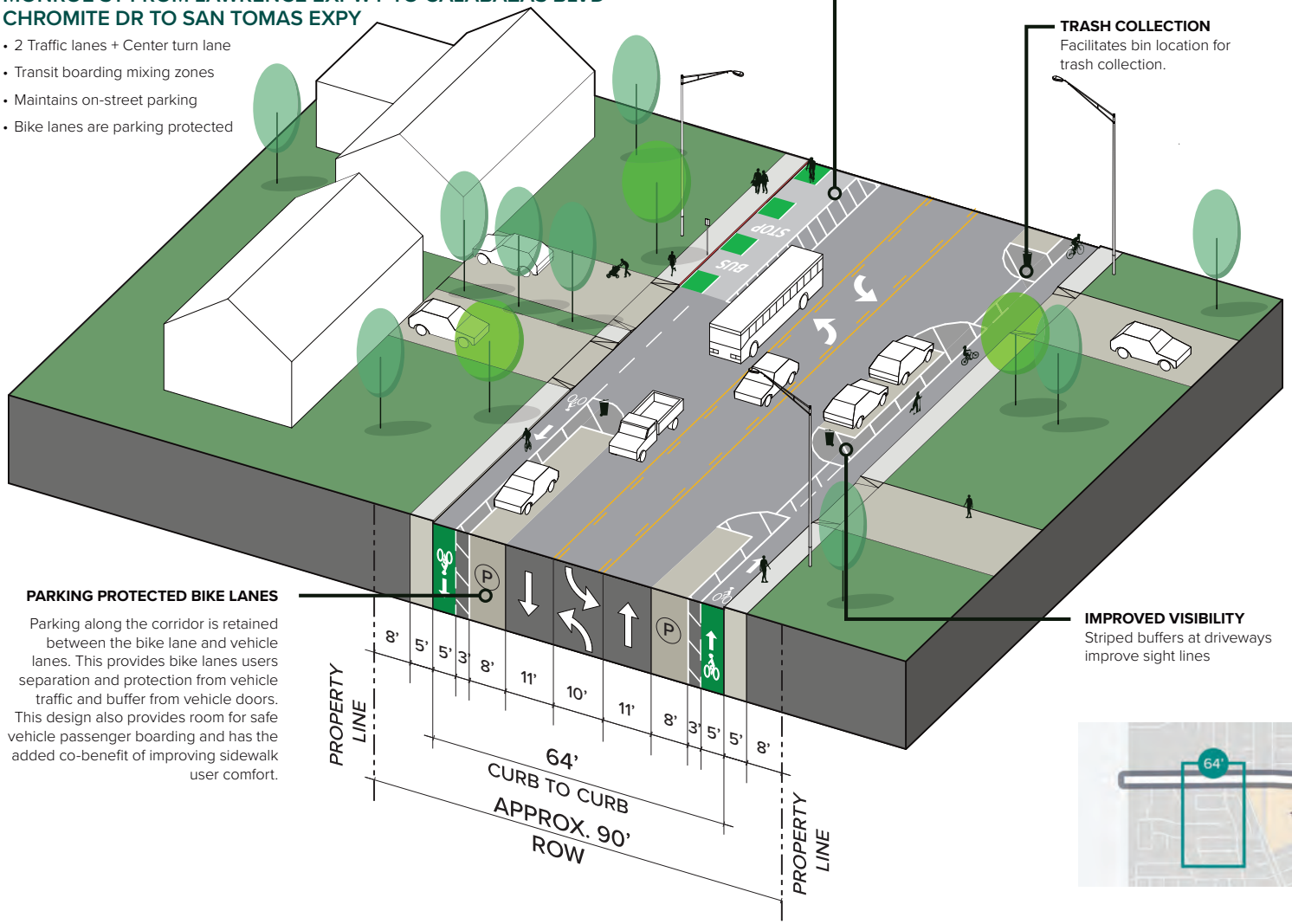
64’ WIDE TYPICAL

Concept B

TWO LANES, CENTER TURN LANE, PARKING-PROTECTED BIKE LANES

MONROE ST FROM LAWRENCE EXPWY TO CALABAZAS BLVD + CHROMITE DR TO SAN TOMAS EXPY

- 2 Traffic lanes + Center turn lane
- Transit boarding mixing zones
- Maintains on-street parking
- Bike lanes are parking protected





EXAMPLE OF PARKING PROTECTED BIKE LANES



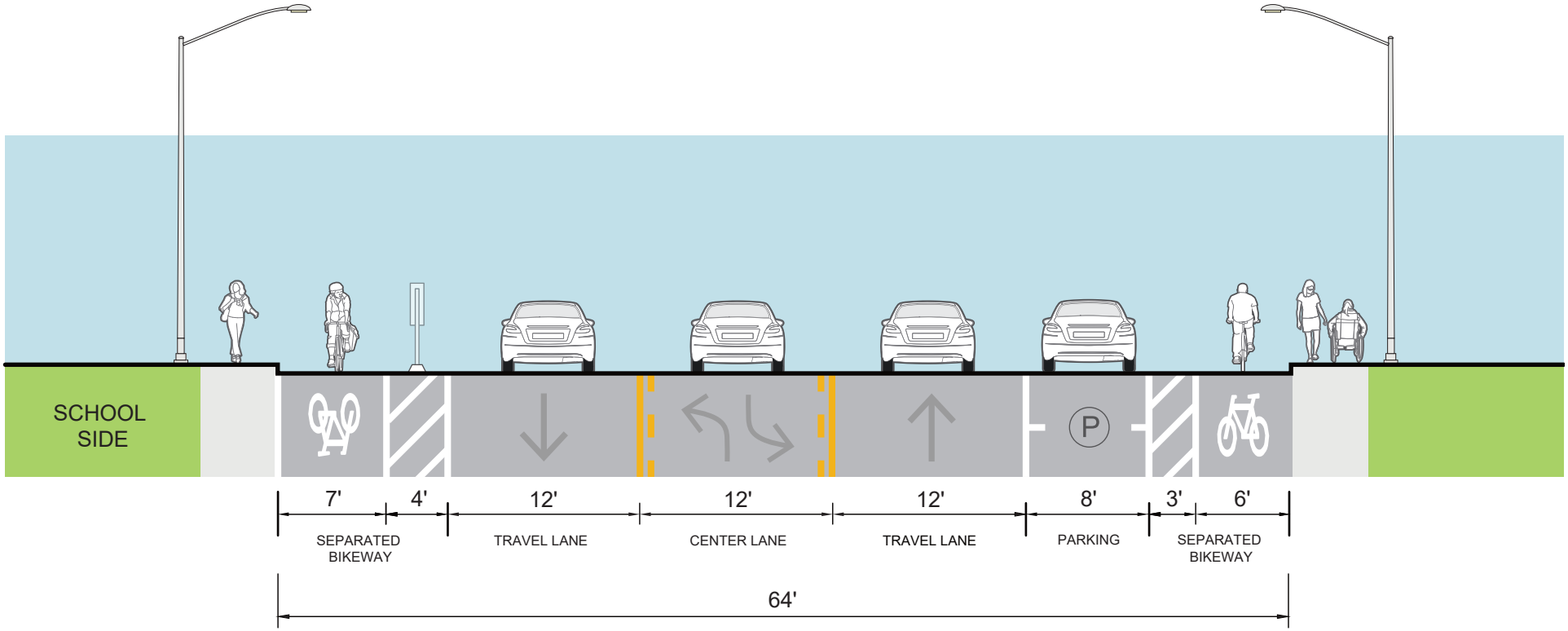
64’ WIDE

Concept B

ALONGSIDE HIGH SCHOOL

MONROE ST FROM CALABAZAS BLVD TO CHROMITE DR

- South side protected bike lane - in front of high school
- North side parking-protected bike lane - in front of residences



FACING WEST



64’ WIDE TYPICAL

Concept C

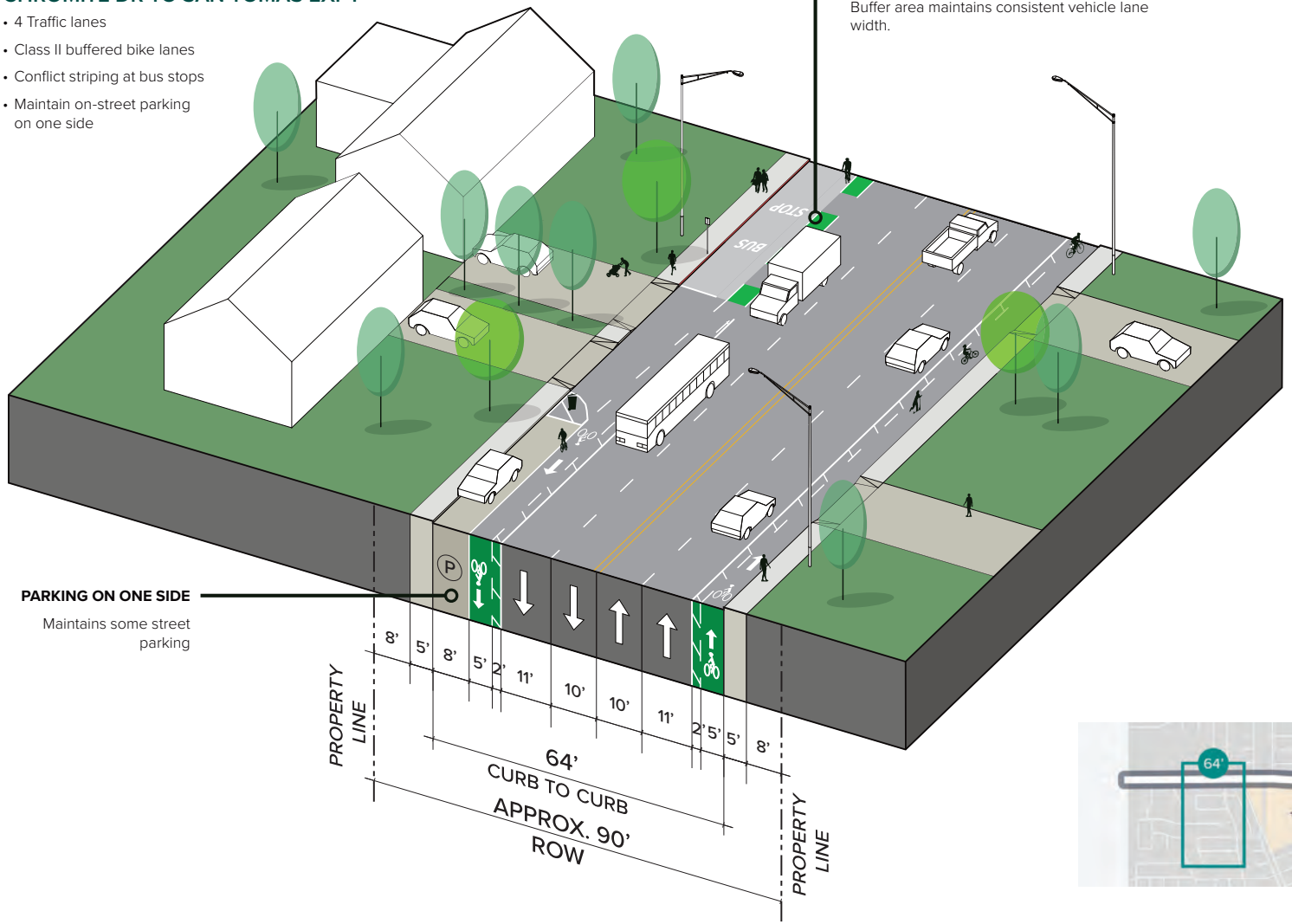
FOUR LANES, BUFFERED BIKE LANES, REMOVE PARKING ON ONE SIDE

MONROE ST FROM LAWRENCE EXPWY TO CALABAZAS BLVD + CHROMITE DR TO SAN TOMAS EXPY

- 4 Traffic lanes
- Class II buffered bike lanes
- Conflict striping at bus stops
- Maintain on-street parking on one side

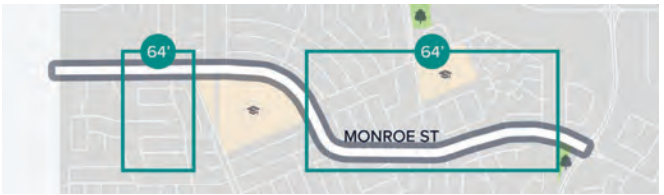
BUS MIXING ZONE
Green striping helps warn users of potential conflict between buses and cyclists.

Buffer area maintains consistent vehicle lane width.





EXAMPLE OF BUFFERED BIKE LANES
A buffer between vehicle traffic provides additional comfort for cyclists.



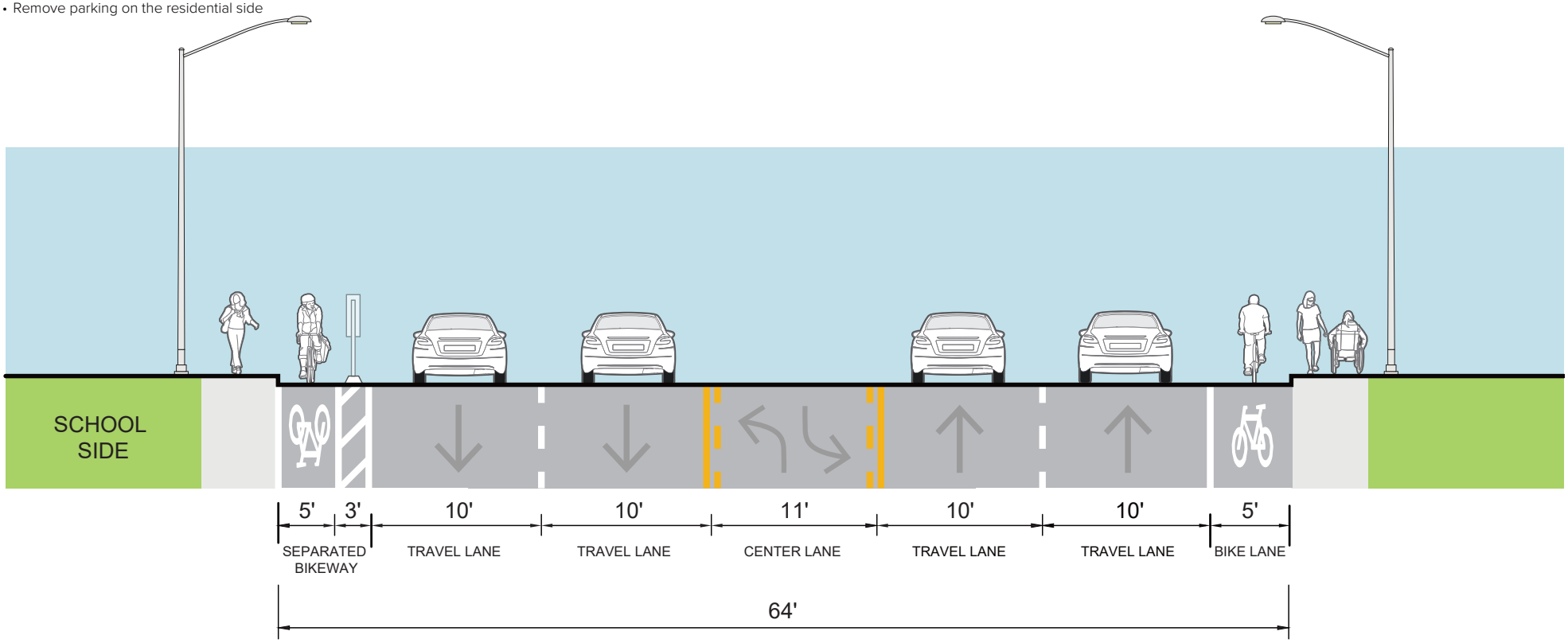
64’ WIDE

Concept C

ALONGSIDE HIGH SCHOOL

MONROE ST FROM CALABAZAS BLVD TO CHROMITE DR

- South side protected bike lane - in front of high school
- North side bike lane - in front of residences
- Remove parking on the residential side



FACING WEST



Attachment 4 Transportation Analysis Summary

Concept	Roadway Speeds	Collision Reduction Potential	Parking Available	Peak Travel Time (min:sec)*	Substandard Level of Service	Annual VMT Reduction Estimate
Existing Conditions/No Build	37% of drivers exceeded 35 mph limit	N/A	N: 61% S: 64%	AM: 10:25 PM: 11:19	AM: 4 PM: 3	None
Two Lanes, Buffered Bike Lanes, Center Turn Lane, Parking on Both Sides	3-6 mph slower	Yes	Same as No Build	AM: 18:18 PM: 13:35	AM: 4 PM: 4 (+1)	11,911
Two Lanes, Parking-Protected Bike Lanes, Center Turn Lane	3-6 mph slower	Yes	Same as No Build	AM: 18:18 PM: 13:35	AM: 4 PM: 4 (+1)	11,911
Four Lanes, Buffered Bike Lanes, Remove Parking on One Side	1-6 mph slower	Negligible	N: 51%**	Same as No Build	Same as No Build	11,911

**Peak travel times in the AM are westbound on Monroe Street, and eastbound in the PM.*

***It is assumed that parking will be removed on the south side of Monroe Street for the concept titled "Four Lanes, Buffered Bike Lanes, Remove Parking on One Side".*

Attachment 5
Potential Benefits Summary

	Existing Conditions/No Build		Two Lanes, Buffered Bike Lanes, Center Turn Lane, Parking on Both Sides		Two Lanes, Parking-Protected Bike Lanes, Center Turn Lane		Four Lanes, Buffered Bike Lanes, Remove Parking on One Side	
	Yes	**No**	**Yes**	**No**	**Yes**	**No**	**Yes**	**No**
Benefits for Bicyclists								
Adds a bicycle facility		•	•		•		•	
Provides physical separation between traffic and bicyclists		•		•	•			•
Encourages bicyclists to not ride on sidewalks		•	•		•		•	
Provides consistent clear visibility of bicyclists		•	•			•	•	
Allows bicyclists to maneuver around debris	•		•			•	•	
Allows bicyclists to make mid-block turns	•		•			•	•	
Benefits for Drivers								
Maximizes roadway and intersection capacity	•			•		•	•	
Potential to significantly reduce vehicle collisions		•	•		•			•
Adds a turn lane for safer turning maneuvers		•	•		•			•
Benefits for Community and Residents								
Reduces VMT		•	•		•		•	
Maintains existing on-street parking capacity	•		•		•			•
Encourages slower automobile speeds		•	•		•			•
Incorporates traffic calming measures		•	•		•			•
Does not increase pedestrian mid-block crossing demand	•		•		•			•
Maintains existing residential trash collection plan	•		•			•		•
Allows residents to participate in Annual Cleanup Campaign	•		•			•		•
Does not require construction funding	•			•		•		•

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SANTA CLARA, CALIFORNIA ACCEPTING THE CITY OF SANTA CLARA MONROE STREET BIKEWAY PLANNING STUDY AND APPROVING A ROADWAY CONCEPT

WHEREAS in 2021, the City received a Santa Clara Valley Transportation Authority (VTA) Measure B grant totaling $140,000 to prepare the Monroe Street Bikeway Planning Study ("Study");

WHEREAS, in December 2022, the City Council approved retaining Alta Planning & Design to assist with development of the Study;

WHEREAS, the development of the Study was a collaborative effort involving the public, various stakeholders, the Santa Clara Bicycle and Pedestrian Advisory Committee, the Santa Clara Senior Advisory Commission, the Santa Clara Parks and Recreation Commission, and the Santa Clara Youth Commission;

WHEREAS, the Study identifies concepts for infrastructure improvements designed to encourage bicycling and walking as a safe and healthy alternative to the motor vehicle;

WHEREAS, the City conducted significant community outreach to understand the issues and obtain feedback on concept alternatives, and this outreach consisted of five community meetings, six pop-up events, one City Council study session, City Council briefings, three online surveys, social media, street signs posted along the corridor, mailed notices, a project website, a project email address, a project phone number, and City website;

WHEREAS, the Study is consistent with the goals and policies of the City of Santa Clara Complete Streets Policy, Bicycle Plan Update 2018, and the mobility and transportation element of the 2010-2035 General Plan;

WHEREAS, at its June 17, 2024 meeting, the Santa Clara Bicycle and Pedestrian Advisory Committee recommended City Council approve the Study; and,

WHEREAS, the adoption of the Plan is exempt from California Environmental Quality Act

(CEQA) review pursuant to Sections 15378(a) and 15301(c) of the California Code of Regulations.

NOW THEREFORE, BE IT RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:

1. The City of Santa Clara hereby accepts the Monroe Street Bikeway Planning Study as attached and referenced herein.

2. The City of Santa Clara hereby approves the roadway concept entitled “Two Lanes, Buffered Bike Lanes, Center Turn Lane, Parking on Both Sides” as the preferred alternative.

3. Direct City staff to take appropriate actions to implement the preferred roadway option.

4. Effective date. This resolution shall become effective immediately.

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE COPY OF A RESOLUTION PASSED AND ADOPTED BY THE CITY OF SANTA CLARA, CALIFORNIA, AT A REGULAR MEETING THEREOF HELD ON THE ___ DAY OF _____, 2024, BY THE FOLLOWING VOTE:

AYES: COUNCILORS:

NOES: COUNCILORS:

ABSENT: COUNCILORS:

ABSTAINED: COUNCILORS:

ATTEST: _____
NORA PIMENTEL, MMC
ASSISTANT CITY CLERK
CITY OF SANTA CLARA

Attachments incorporated by reference:
1. Monroe Street Bikeway Planning Study

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SANTA CLARA, CALIFORNIA MODIFYING PARKING REGULATIONS ON MONROE STREET BETWEEN LAWRENCE EXPRESSWAY AND SAN TOMAS EXPRESSWAY

WHEREAS, the City of Santa Clara Bicycle Plan Update 2018 was approved and adopted by the Council on September 24, 2019 under Resolution No. 19-8761;

WHEREAS, Class IIB Buffered Bicycle Lanes on Monroe Street was a recommendation within the adopted Bicycle Plan Update 2018;

WHEREAS, the City established certain parking regulations on Monroe Street between Lawrence Expressway and San Tomas Expressway;

WHEREAS, Public Works staff determined that a modification to the existing parking regulations is necessary to accommodate the proposed Class IIB Buffered Bicycle Lanes and maintain four travel lanes;

WHEREAS, the City intends to establish new parking regulations on Monroe Street between Lawrence Expressway and San Tomas Expressway based on City Public Works staff findings;

NOW THEREFORE, BE IT RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:

1. The City Manager, or designee, is authorized to establish a “No Stopping Anytime” zone along the southside of Monroe Street from Lawrence Expressway to Calabazas Boulevard and Brown Avenue to San Thomas Expressway and along the north side of Monroe Street from Calabazas Boulevard to Brown Avenue as needed to implement approved roadway concept entitled “Four Lanes, Buffered Bike Lanes, Remove Parking on One Side.”

2. Effective date. This resolution shall become effective immediately.

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE COPY OF A RESOLUTION PASSED AND ADOPTED BY THE CITY OF SANTA CLARA, CALIFORNIA, AT A REGULAR MEETING THEREOF HELD ON THE ___ DAY OF _____, 2024, BY THE FOLLOWING VOTE:

AYES: COUNCILORS:

NOES: COUNCILORS:

ABSENT: COUNCILORS:

ABSTAINED: COUNCILORS:

ATTEST: _____
NORA PIMENTEL, MMC
ASSISTANT CITY CLERK
CITY OF SANTA CLARA

Attachments incorporated by reference:
None

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RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SANTA CLARA, CALIFORNIA ESTABLISHING NO PARKING ZONES AS NECESSARY ON MONROE STREET BETWEEN LAWRENCE EXPRESSWAY AND SAN TOMAS EXPRESSWAY

WHEREAS, the City of Santa Clara Bicycle Plan Update 2018 was approved and adopted by the Council on September 24, 2019 under Resolution No. 19-8761;

WHEREAS, Class IIB Buffered Bicycle Lanes on Monroe Street was a recommendation within the adopted Bicycle Plan Update 2018;

WHEREAS, the City established certain parking regulations on Monroe Street between Lawrence Expressway and San Tomas Expressway;

WHEREAS, Public Works staff determined that a modification to the existing parking regulations is necessary to accommodate the proposed bicycle facilities on Monroe Street;

WHEREAS, the City intends to establish new parking regulations on Monroe Street between Lawrence Expressway and San Tomas Expressway based on City Public Works staff findings;

NOW THEREFORE, BE IT RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:

1. The City Manager, or designee, is authorized to establish no parking zones as necessary on Monroe Street between Lawrence Expressway and San Tomas Expressway to implement the Council approved roadway concept entitled “Two Lanes, Buffered Bike Lanes, Center Turn Lane, Parking on Both Sides.”

2. Effective date. This resolution shall become effective immediately.

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE COPY OF A RESOLUTION PASSED AND ADOPTED BY THE CITY OF SANTA CLARA, CALIFORNIA, AT A REGULAR MEETING THEREOF HELD ON THE ___ DAY OF _____, 2024, BY THE FOLLOWING VOTE:

AYES: COUNCILORS:

NOES: COUNCILORS:

ABSENT: COUNCILORS:

ABSTAINED: COUNCILORS:

ATTEST: _____
NORA PIMENTEL, MMC
ASSISTANT CITY CLERK
CITY OF SANTA CLARA

Attachments incorporated by reference:
None

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24-931 Agenda Date: 9/24/2024

REPORT TO COUNCIL

SUBJECT
Consideration of Action on a Request from Councilmember Jain for City Sponsorship or Other Support for GEN Grow Empower Nurture's September 28, 2024 Diwali Celebration at Live Oak Park

COUNCIL PILLAR
Enhance Community Engagement and Transparency

BACKGROUND
On September 10, 2024, the City Manager received a Written Petition from Councilmember Jain requesting an item be placed on a future Council agenda to discuss a request for financial and promotional support from GEN Grow Empower Nurture (GEN) for a Diwali Celebration at Live Oak Park (Attachment 1).

Councilmember Jain brought up his Written Petition at the September 10, 2024 Council meeting and the Council approved the item for consideration at a later meeting. This report provides information for Council's consideration of the Written Petition.

DISCUSSION
As part of the September 10, 2024 Council meeting discussion, Councilmember Jain clarified that the request for City support would include placing an event announcement on the City's website, having GEN apply for one of the City grants available for community groups, and a Council discussion on whether the City should grant the organization funds for the event.

GEN is a 501(c)(3) non-profit organization. The organization is hosting a Family Nav Diwali Festival and Garba event at Live Oak Park on September 28, 2024. The Family Nav Diwali Festival and Garba event is described as a cultural event that will provide cultural and festival programming that includes games, shopping, food, performances, and a children entrepreneur's village, among other things.

GEN's Community Grant Request
GEN submitted a Special Events Application and Community Grant Application with an event budget (Attachment 2) for their event. Review and approval of Special Events and Community Grant requests are handled administratively by City staff; however, GEN's Community Grant request is being presented for Council consideration as part of Councilmember Jain's Written Petition to discuss GEN's request for financial and promotional support for the Family Nav Diwali Festival and Garba event.

The City has an established special event process to coordinate approvals and logistics required for holding events on outdoor public and private property. At the time of writing this report, GEN has

provided some updated event information to the City that is being reviewed by staff and is in the process of obtaining necessary insurance, licenses, and permits that the City requires before issuance of a Special Event Permit to ensure a safe and compliant community event. Staff is asking GEN to clarify some of the new information that may change aspects of the original event conditions and will continue to work with GEN to provide support on outstanding items.

The City's Community Grant Policy (Attachment 3) establishes a standardized process to award grants to qualifying nonprofit community organizations, youth athletic groups or organizations, educational groups or organizations, or individuals, for events, activities, and competitions that provide a public benefit for the City of Santa Clara and its residents. Community grants, subject to availability of funds, cannot exceed $10,000 per applicant, per fiscal year.

The applicant must demonstrate that the event or activity being funded by the City's grant will satisfy all of the following criteria:

a. Provides a benefit to Santa Clara residents
b. Contributes positively to the recognition and image of the City of Santa Clara
c. If the grant is for an event, then the event will be open to the general public and does not discriminate on the basis of race, gender, religion, sexual orientation, or any other protected characteristic under state or federal law
d. Aligns with established Council goals
e. Grant funds will not be used for political or religious purposes
f. If the event or activity is a fundraising event, that the proceeds from the fundraising activity will support programs, services or events for residents of the City of Santa Clara

Under the Community Grant Policy, grant funds can be spent on the following allowable expenses: City permits, fees and services, venue, food and beverage, trash/recycling, and stage/tent rentals. Grant funds requested for food and beverage should not exceed 15% of the total grant amount or $1,500. If an applicant has received a grant for an event/activity, then the applicant is required to submit proof that the grant funds have been spent in the manner and for the purposes stated on the application within thirty (30) days after the event/activity. Grantees are required to return any unspent grant funds to the City within three days after completion of the audit.

The following expenses in GEN's event budget are allowable under the City's Community Grant Policy:

- City of Santa Clara permits and services
- Rental of stage, tents, booths, tables, and chairs
- Trash and waste pickup
- Portable restrooms (if required)
- Food/refreshments for participants and sweets for first 500 registrants

Should Council take action to provide a Community Grant in any amount to support GEN's September 28th Family Nav Diwali Festival and Garba event, staff recommends requiring the grant funds to be spent and audited consistently with the Community Grant Policy. This includes requiring the grant funds be spent on the expense categories described above (City of Santa Clara permits

and services, rentals, trash and waste, and/or food), grant funds spent on food and beverage do not exceed 15% of the total grant amount or $1,500, submittal of receipts and proof that the grant funds have been spent in the manner and for the purposes stated on GEN's Community Grant Application within thirty (30) days after the event, and the return of any unspent grant funds to the City after completion of the audit.

GEN's Request for Promotional Support
Through the Written Petition, Councilmember Jain has also requested there be discussion of promotional support for the event.

The City's Banner Policy (Attachment 4) establishes clear guidelines for the placement of allowable publicity on City-owned property to communicate information regarding public events, events at public facilities, or to promote amenities of general interest to the community. Through the Banner Policy, display of free-standing signs on public property are presently only allowed at Civic Center Park, Central Park and Live Oak Park on special stands and on the fence of Larry J. Marsalli Park at the corner of Lafayette Street and El Camino Real and are limited to advertising local public events which are non-commercial, non-political, and of a nonreligious nature. The event must be free of charge or aimed at raising funds for a Santa Clara non-profit sponsor.

GEN submitted a free-standing sign request for Live Oak Park which has been approved. At the time of writing the report, the staff is coordinating with GEN to return their free-standing sign permit and drop off their banners.

In accordance with our City guidelines, the City does not offer promotional support to community events that are not official City events. Exceptions are only made for government agencies and official City Community Partners. Community Partners consist of a broad range of local nonprofits, government agencies, partner organizations or businesses in Santa Clara that actively support the mission of the City through its services, programs or its ongoing financial support. These partners meet the criteria of serving Santa Clara or having a Santa Clara branch and is at least one of the following: 1) Recipient of a City grant to provide social services to the community; 2) Nonprofit that operates primarily to provide financial or other support to City programs, services and/or facilities as a nonprofit; and/or 3) Other public agency that provides services of interest to residents. The City's official Community Partners are listed on the City's website at < https://www.santaclaraca.gov/i-want-to/get-involved/community-partners>.

Due to the quickly approaching event date, staff does not have sufficient time to assess usage of the City's logo and other necessary elements required for an official City event. As such, staff does not recommend provision of additional promotional support for the event beyond GEN's usage of the free -standing sign at Live Oak Park.

FISCAL IMPACT
GEN has submitted a Community Grant request for $10,000 in funding from the City. Should the Council approve a grant amount equal or less than the requested amount of $10,000, there are sufficient funds in the City's Fiscal Year 2024/25 Non-Departmental Budget, Community Grants Program line item to cover such costs.

COORDINATION
This report was coordinated with the Parks and Recreation and Finance Departments and the City

Attorney's Office.

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email clerk@santaclaraca.gov <mailto:clerk@santaclaraca.gov> or at the public information desk at any City of Santa Clara public library.

ALTERNATIVES

1. Council discussion and potential action on the request for financial and promotional support for GEN Grow Empower Nurture's September 28, 2024 Family Nav Diwali Festival and Garba event at Live Oak Park.

RECOMMENDATION

Staff makes no recommendation regarding provision of financial support for GEN Grow Empower Nurture's September 28, 2024 Family Nav Diwali Festival and Garba event at Live Oak Park. Staff does not recommend provision of additional promotional support for the event beyond GEN's usage of the free-standing sign at Live Oak Park.

Prepared by: City Manager's Office
Approved by: Jovan D. Grogan, City Manager

ATTACHMENTS

1. Councilmember Jain's September 9, 2024 Written Petition
2. GEN's Community Grant Application with Event Budget
3. Community Grant Policy
4. Banner Policy

COUNCIL ITEM REQUEST FORM

City of Santa Clara
The Center of What's Possible

The Council Item Request Form is for members of the City Council to submit written requests to the City Manager's Office for inclusion of an item on a future City Council meeting agenda. At the meeting where the initial written request is heard, discussion should be limited to whether the item should be added to an agenda and a date, not the merit of the item. A majority vote of the City Council is required for the item to be added to future Council meeting agenda for action.

CONTACT INFORMATION

Requesting Member of City Council : Suds Jain
Contact E-mail _sjain@santaclaraca.gov__

Contact Phone __408-499-2955 _____

Today's Date 9/9/2024

WRITTEN REQUEST

I, Suds Jain_____, hereby request that the following item be placed on the City of Santa Clara Council and Authorities Concurrent meeting agenda:

Santa Clara has a majority minority population with an estimated 46% of residents identifying as Asian alone, 36% identifying as White alone and 16% identifying as Hispanic or Latino.

Many cities around us have supported ethnic cultural groups like the Italian and Greek festivals in San Jose and the Cherry Blossom festival in Cupertino and Holi and Diwali in Sunnyvale. Monterey has a Turkish festival that I recently attended.

Santa Clara needs to do more to encourage cultural groups to express themselves so that others may better understand those cultures.

There is a group called Grow Empower Nurture (G.E.N.) that will be hosting a Diwali celebration in Live Oak Park on Saturday September 21st from 11 AM to 7 PM. They have requested promotional and financial support from the City of Santa Clara. I would like to agendize a discussion of supporting this cultural event.

Reference: Council Policy 030 – Adding an Item on the Agenda
Resolution No. 20-8895

City of Santa Clara
The Center of What's Possible

COMMUNITY GRANT APPLICATION

INTRODUCTION

Please review the City of Santa Clara Community Grant Policy and complete this application.

- Applications must be submitted at least ninety (90) days before the planned event/activity.
- Applications for attendance at a youth state, national, or international competition or performance must be submitted within a week of advancing to such competition or performance.
- All applications must be submitted by mail to the City Manager's Office at 1500 Warburton Ave. Santa Clara, CA 95050 or by email to Laura Sunseri, lsunseri@santaclaraca.gov
- Submission of this application in no way obligates the City of Santa Clara to award a grant.
- The City of Santa Clara reserves the right to reject any or all applications, wholly or in part, at any time, without penalty.
- If you have questions, contact Laura Sunseri, lsunseri@santaclaraca.gov (408) 615-2213.

TO BE COMPLETED BY APPLICANT

Name of Individual/Entity/Non-Profit Organization: G.E.N Growth Empower Nurture

Address: 3964 Rivermark Plaza Santa Clara, Ca 95054

Tax ID #: EIN 93-4867843

Contact Person Name and Title: Priyanka Shah, Founder

Contact Person E-mail: JoinGenusa@gmail.com

Contact Person Phone:

Are you a non-profit organization? Yes ☑ **No** ☐
If yes, please attach proof of non-profit status to this application.

Please mark what type of event/activity you are requesting grant funding for:
Youth competition or performance ☐ **Other Type of Eligible Event/Activity** ☑

EVENT/ACTIVITY FOR WHICH GRANT FUNDS ARE BEING SOUGHT

Event/Activity Name: Family Nav Diwali Festival and Garba

Event/Activity Date: September 28, 2024

Event/Activity Start Time: 7:00 Am

Event/Activity End Time: 9:00 PM

Event/Activity Description: South Asian Diwali Festival including games, shopping, food, performances, children's entrepreneurs village, Mr. and Miss SV Diwali

Event/Activity Venue: Live Oak Park, Rivermark, Santa Clara, Ca

Event/Activity Address: Live Oak Park, Rivermark, Santa Clara, Ca

Organization/Event/Activity Website: Tinyurl.com/SVC-Diwali

Expected # of Attendees: 1000- (upto 2000) residents of Santa Clara. At least half or more will be able to walk to the Event

City of Santa Clara
The Center of What's Possible

COMMUNITY GRANT APPLICATION

DESCRIPTION OF EVENT/ACTIVITY FOR WHICH GRANT FUNDS ARE BEING SOUGHT

Describe in detail what the grant funds will be used for and how it will benefit Santa Clara residents, students, or schools.

The event provides cultural and festival programming for families in the region and all Santa Clarans. Santa Clara has a large population of South Asians, many of them ~~are families that live in Northside Santa Clara. It will give an opportunity for all residents to enjoly the birght colors and culture through festivitie~~s and awareness. over 67% of Santa Clara'ns are minorities, and 40%+ are of Asian Decent.. Diwali is one of the largest celebrations in the world outside of Chritmas.
It also gives provides an opportunity for home based diverse and women owned businesses/vendors to get in front of potential customers. Benefiting the seniors, families, childre~~n, and small businesses.~~

Describe how you will promote / advertise your event or activity for awareness to the public.

Email, Banners, Facebook Ads, sharing at local events and minority businesses and community whatsapp groups.

Describe how your event/activity contributes positively to Santa Clara and aligns with Council goals.

It is directly related to the Santa Clara General Plan and Council Goals: " Community Placemaking "

Santa Clara Cultural Commission: Promote Culture through it's local community organizations. Diversity, Equity and Inclusion

Economic Development: keeping festivities and spending inside Santa Clara.

Creating more programming and attractions for its residents.

Is your event or activity open to the public? Yes ☑ No ☐

Is your event or activity political or religious in nature? Yes ☐ No ☑

Have you received grant funding from the City of Santa Clara in the past?
If yes, please describe when, how much was received, and how the funds were used.

No

Is your event or activity a fundraiser? Yes ☐ No ☑

If your event is a fundraiser, please describe how the proceeds from the fundraising activity will support programs, services, or events for the residents of Santa Clara.

Though the event is not a fundraiser, the funds raide to serve the purpose of the organiztions. Providing programming for youth to young adults in the arts, educaiton, mentoriship, and activities to develop confidence, self development, arts, and entrepreneurship workshops.

City of Santa Clara
The Center of What's Possible

COMMUNITY GRANT APPLICATION

List all other sources of funding for the event or activity:

The funding sources include sales of vendor booths,dandiya sticks, chance games, and donations.

Amount of Anticipated Expenses: $35,000

Amount of Grant Request: $10,000

Please note that applicants requesting grant funding for any type of event or activity that is not a youth competition or performance are required to submit a completed Special Event Application and a copy of the event/activity budget with this application.

Event Budget is attached.

GRANT FUNDING FOR YOUTH COMPETITIONS AND PERFORMANCES ONLY

Please complete this section only if you are applying for grant funding for attendance at a youth state, national, or international competition or performance.

Are you affiliated with a school? Yes ☐ No ☑
If yes, please complete the information requested below.

School Name: _____

Percentage of Students who are Santa Clara Residents: 50%

Please provide the anticipated expense breakdown for registration, transportation, hotel, and/or food. Please note that alcohol is not an allowable expense for grant funds.

Registration: $ _____

Transportation: $ _____

Hotel: $ _____

Food: $ _____

Total Eligible Expenses: $ _____

20% of Eligible Expenses: $ _____

Please state the number of students, coaches and/or chaperones being funded below. Please note that the acceptable ratio is six students to one coach/chaperone.

Number of Youth: _____

Number of Coaches/Chaperones: _____

City of Santa Clara
The Center of What's Possible

COMMUNITY GRANT APPLICATION

By my signature below, I have read and understand the Community Grant Policy. I make the following representations and acknowledge agreement to the following terms and conditions:

- Upon approval of this application, as evidenced by the signature of the City Manager below, this application becomes a binding contract between the entity named above and the City of Santa Clara.
- I am the duly authorized representative of the entity named above and can bind the entity to the terms of this Agreement.
- If funds are provided by the City, the funds will be used for the purposes set forth above.
- In no event shall the City's financial responsibility exceed the approved amount, set forth below.
- I bear full responsibility for any and all tax consequences of receiving grant funds including, but not limited to, issuance of a 1099 by the City.
- This application and award of grant shall be subject to the requirements of the Community Grant Policy.
- There is no agency, employment, joint venture or other such relationship created by virtue of award of the grant. The City does not endorse the specific event or activity.
- Applicant shall defend and indemnify the City and its employees from and against any claim, injury, liability, loss, cost and/or expense or damage including all costs and reasonable attorney's fees, arising from or alleged to arise from the activity or event.
- If applicable, the applicant shall satisfy the City's insurance requirements.
- The representations made by applicant in this Application are material terms of the agreement, as is compliance with the requirements of the Community Grant Policy. The City may cancel this agreement at any time upon discovery that any of the information set forth above is inaccurate, that these terms have been violated, or any provision of the Community Grant Policy has been violated.
- If the grant is for competition or performance attendance, Applicant shall abide by the guidelines set forth in the attachment, and will submit to the City Manager's Office proof of expenses actually incurred, as well as allocation of grant funds, in a form acceptable to the City Manager's Office, within thirty (30) days after the competition.

Applicant Signature: _____ **Date:** September 12,2024

TO BE COMPLETED BY CITY STAFF

Community Grant Application Granted? **Yes** ☐ **No** ☐
If yes, list amount of grant: _____

If no, provide reason for denial: _____

If no, has notification been sent to applicant? **Yes** ☐ **No** ☐

Is insurance required for applicant? **Yes** ☐ **No** ☐

Additional requirements for applicant: _____

City Manager Signature: _____ **Date:** _____

Post-event Audit Completion Date: _____

Signature of Staff Person Completing the Post-event Audit: _____

	Budget						
Expenses					**Revenue**		
	Sound $4.5				Vendor Booths	$7,000.00	
	Video Screen $4.5				Sponsors	$12,000.00	
A/V	Stage $1k	$13,000.00			Dandia Sticks	$3,000.00	
	Lights $500				Raffle registration	$1,000.00	
	Generator $1.5				Santa Clara	$10K	
	Key Artists	$3,000.00					
	Trash and Waste Pickup	$1,000.00			**total**	**$23,000.00**	
	40 Booths, Tables, Chairs, Tents	$8,000.00					
	All Day Food/Refreshments for Participants (100)	$2,000.00			Net Profit/Loss	-$17,800.00	
	Promotional Materials	$2,000.00					
	Photographer and Videographer	$2,000.00					
	Festive Indian: Diwali and Navratri Décor	$2,500.00					
	(ooptional) Porta Potties if Registratioons bove 1500 from c	$1,000.00					
	Trophies, Certificates, and Medals	$1,000.00					

	Gifts for Volunteer Leads 20	$1,000.00					
	1 Security Person	$1,000.00					
	1 Onsite Event Manager/Assistant	$800.00					
	City of Santa Clara Fees and Staff Costs	$1,500.00					
	Diya's and sweets for each the first 500	$1,000					
		$40,800.00					

COMMUNITY GRANT POLICY

PURPOSE

To establish a standardized process to award grants to qualifying non-profit community organizations, youth athletic groups or organizations, educational groups or organizations, or individuals, for events, activities, and competitions that provide a public benefit for the City of Santa Clara and its residents.

POLICY

Annually, and subject to availability of funds, the City Council shall establish grant appropriation(s) as part of the approval of the budget. Community grants, subject to availability of funds, shall not exceed $10,000 per applicant, per fiscal year. To receive grant funds, grant applications must be submitted at least ninety (90) days and no more than six (6) months before the planned event/activity being funded, regardless of the form of the grant. Applications will be evaluated by the City Manager's Office on a case-by-case and "first come-first served" basis, throughout the fiscal year.

The City Manager's Office shall approve or deny an applicant's request based upon the eligibility criteria set forth below, and subject to funding availability as approved by the City Council through the adoption of the annual budget. Additionally, if the event or activity being requested for funding has been previously supported by the City, the City Manager's Office may evaluate the event or activity's past success, measured by the applicant's ability to meet attendance and/or fundraising projections and the individual/organization's ability to satisfy the requirements of this policy when considering approval or denial of a request. Grants for community events shall not be provided for waiver of or reimbursement for already discounted permit fees nor shall they be provided to organizations that receive separate annual funding from the City.

Allowable expenses shall be defined as: City permits, Fees and Services, Venue, Food and Beverage, Trash/Recycling, and Stage/Tent Rentals. Grant funds requested for Food and Beverage do not exceed 15% of the total grant amount or $1,500.Grantees shall be required to return any unspent grant funds to the City within 3 days after completion of the audit.

Grants for attendance at youth state, national, or international competitions or performances shall be limited to costs associated with registration, hotel, transportation and food for participants and coaches/chaperones only. Due to short notice of advancement to state, national, or international competitions, applicants shall submit an

application within one week of advancing to such competitions.

Submission of an application in no way obligates the City to award a grant and the City reserves the right to reject any or all applications, wholly or in part, at any time, without penalty. In all cases, the City reserves the right to reject any and all applications in the event the City Manager's Office identifies a potential conflict of interest or the appearance of a conflict of interest.

ELIGIBILITY CRITERIA

In addition to a timely and complete application, the applicant must demonstrate that the event or activity being funded (other than competition funding, described below) by the City's grant will satisfy all of the following criteria:

a) Provides a benefit to Santa Clara residents

b) Contributes positively to the recognition and image of the City of Santa Clara

c) If the grant is for an event, then the event will be open to the general public and does not discriminate on the basis of race, gender, religion, sexual orientation, or any other protected characteristic under state or federal law

d) Aligns with established Council goals

e) Grant funds will not be used for political or religious purposes

f) If the event or activity is a fundraising event, that the proceeds from the fundraising activity will support programs, services or events for residents of the City of Santa Clara

If the grant is for an event or activity, then the applicant must demonstrate that the event or activity being funded by the City's grant will be held within the City of Santa Clara.

If the activity being funded is individual or group attendance at a youth competition or performance, then the applicant must demonstrate that the activity being funded by the City's grant will satisfy all of the following criteria:

a) Funding the activity provides a benefit to Santa Clara residents, students or schools

b) Contributes positively to the recognition and image of the City of Santa Clara

c) Aligns with established Council goals

d) Grant funds will not be used for political or religious purposes

e) The grant funds requested will only be used for a specific state, national, or international title or performance

f) The grant funds requested do not exceed 20% of the allowable expenses (registration, hotel, transportation, and food) and comport with the other requirements stated in the application

g) Individuals, teams or groups should either be from Santa Clara schools or have at least 50% of the students from the teams or groups be residents in the City of Santa Clara

h) The student-to-coach/chaperone ratio is six students to one coach/chaperone

PROCEDURE

1. City Council approves an annual budget item for City grants, to be administered by the City Manager's Office

2. Applicants submit timely and complete grant applications to the City Manager's Office for review

3. City Manager's Office reviews application for compliance with eligibility criteria and availability of funds. City Manager may seek additional information from applicant as necessary.

4. If an application is approved by the City Manager's Office, then the approved application marked accordingly shall be transmitted to the applicant with additional instructions, if any.

5. If an application is not approved by the City Manager's Office, the City Manager shall notify the applicant in writing.

6. If the applicant has received a grant for an event/activity other than performance or competition attendance, then applicant shall submit proof that the grant funds have been spent in the manner and for the purposes stated on the application within thirty (30) days after the event/activity.

7. If the applicant has received a grant for performance or competition attendance, then proof of all allowable expenses actually incurred, as well as allocation of grant funds, shall be submitted to the City Manager's Office by the applicant within thirty (30) days after the competition.

8. Applicants that have received a grant, regardless of type of activity, shall maintain sufficient books and records in accordance with generally accepted accounting principles. The City shall have the

right to audit the books and records of the applicant for up to four (4) years from the date of disbursement of grant funds for the purpose of verifying any and all reimbursement requests made by the applicant.

9. If an applicant makes a grant request directly to a member of the City Council, whether individually or as a group, the Council shall refer the applicant to the City Manager's Office for application and review in accordance with this policy.

10. Staff shall report any distributions in accordance with applicable tax law.

Attachment: City of Santa Clara Community Grant Application

BANNER POLICY

PURPOSE

To establish clear guidelines for the placement of allowable publicity on City-owned property to communicate information regarding public events, events at public facilities, or to promote amenities of general interest to the community.

POLICY

A banner permit grants permission to temporarily occupy designated banner locations on City property for the purpose of providing notice to residents and visitors of Santa Clara about City-sponsored, City-funded, City-wide special events and to promote amenities and services relating to recreational, cultural, athletic, education, entertainment or social services throughout the City but are limited to non-commercial, non-political and of a non-religious nature. Banners on City property must be approved, scheduled and coordinated by the City Manager's Office.

Display of free-standing signs on public property are presently only allowed at Civic Center Park, Central Park and Live Oak Park on special stands and on the fence of Larry J. Marsalli Park at the corner of Lafayette Street and El Camino Real and are limited to advertising local public events which are non-commercial, non-political, and of a non-religious nature. The event must be free of charge or aimed at raising funds for a Santa Clara non-profit sponsor. The display free-standing signs on public property must be approved, scheduled and coordinated by the Parks and Recreation Department.

The banner permit fee is subject to the Annual Fee Schedule as adopted by the City Council.

The following guidelines apply for street pole banners:

- Banners on City-owned light poles must be vertical and measure not more than 84 inches high by 30 inches wide for the light poles along Great America Parkway and 84.5 inches high by 30 inches wide for the light poles along El Camino Real. Tops and bottoms must be hemmed with pockets deep enough to accommodate the bracket hardware and with openings at the ends. Banners must be made of durable cloth, canvas or vinyl.

  A completed banner design (text and graphics) must be submitted to the City Manager's Office at time of application, including proof of application fee from the Finance Department.

- Banners promoting specific events cannot be hung more than 30 days prior to the start of the event and must be removed within

five (5) days after the completion of the event.

- Once approved, applicant must arrange for the production of the banners and for a contractor to install and remove the banners, at no cost to the City.

- A maximum of ten (10) banners total may be hung within each display area either on El Camino or on Great America Parkway for a total maximum of 90 banners per application (reference Light Pole Maps).

The following guidelines apply for free-standing signs on public property:

- Space is limited to available sites noted and the City has priority use.
- Banners to be displayed at Civic Center Park, Central Park and Live Oak Park must be 10 feet, 5 inches by 4 feet, 4 inches (152 x 52 inches total). Banners must have 4 grommets across the top, 4 across the bottom and one additional on each side.
- Marsalli Park banners cannot exceed 45 square feet in area. Banners must have 4 grommets across the top, 4 across the bottom and one additional on each side. Marsalli Park banners will be hung and removed by the event sponsor. If the banner is to be attached to the fence, applicant should affix the banner in a way that will not damage the fence. All material used to fasten the banner must be completely removed when the banner is removed.
- Banners promoting specific events cannot be hung more than 14 days prior to the start of the event and must be removed within five (5) days after the completion of the event.
- Once approved, banners will be hung by City of Santa Clara staff and should be dropped off at the Community Recreation Center prior to the requested display date. Banners must be collected within one (1) week after the event. *(Exception is for Marsalli Park where* approved *applicant may hang own banner and remove within five (5) days after the completion of the event)*

All applications will be processed on a first-come, first-served basis. If multiple applications request that banners be installed at the same location during the same time frame, the City Manager, or designee, will make final approval based on any or all of the following circumstances: number of applications requesting to hang banners, number of banner locations requested by each applicant, banner installation history and proximity of banners to event site or venue. The overall goal is to make reasonable accommodations that are in the best interest of all applicants.

BANNER POLICY (cont.)

The City of Santa Clara assumes no responsibility for damage to banners while they are on display.

PROCEDURE

Applications to place banner displays on City-owned property are available for the applicant's convenience on the City's website and in the City Manager's Office.

1. Applicants submit a completed application (including required attachments) to the City Manager's Office at least ninety (90) days prior to the requested installation date and remit payment to the Finance Department. Applications received less than ninety (90) days prior to the requested installation date are subject to the City's ability to facilitate the request. Banner applicants may apply for banner locations up to 1 year prior to their installation date.

2. Upon approval of the application, the contractor who will hang the banners may process with the installation. If City banners are currently hanging on the requested poles, the applicant is responsible for removing and re-hanging the City banners.

3. If applying for a banner on public property, a representative of the Santa Clara non-profit sponsor must apply at the Community Recreation Center for the banner/sign display. Applicant must provide proof of non-profit status, for example, federal tax-exempt evidence.

Applications to place free standing banner displays on public property are available for the applicant's convenience on the Community Recreation Center.

1. Applicants submit a completed application (including required attachments) to the Community Recreation Center at least ninety (90) days prior to the requested installation date and remit payment to the Finance Department. Applications received less than ninety (90) days prior to the requested installation date are subject to the City's ability to facilitate the request. Banner applicants may apply for banner locations up to 1 year prior to their installation date.

2. Applicant must provide proof of non-profit status, for example, federal tax-exempt evidence.

Attachments:
Map of Location Areas on Great America Parkway
Map of Location Areas on El Camino Real

City of Santa Clara
Streetlight Banner Hangers
North of HWY 101
(Great America Parkway &
Tasman Boulevard)

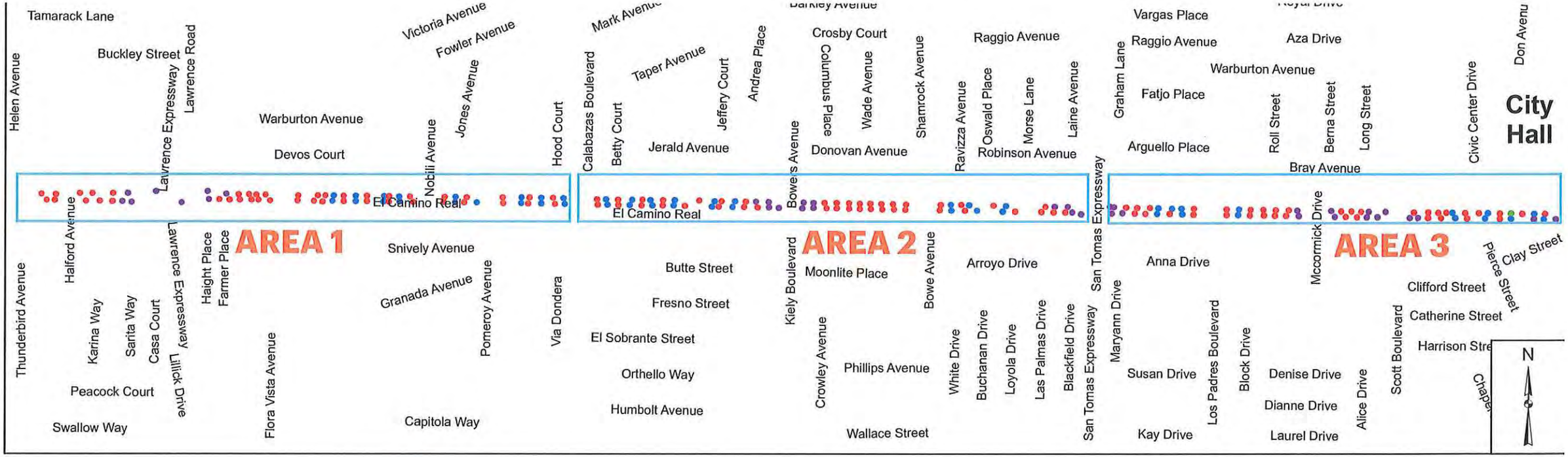


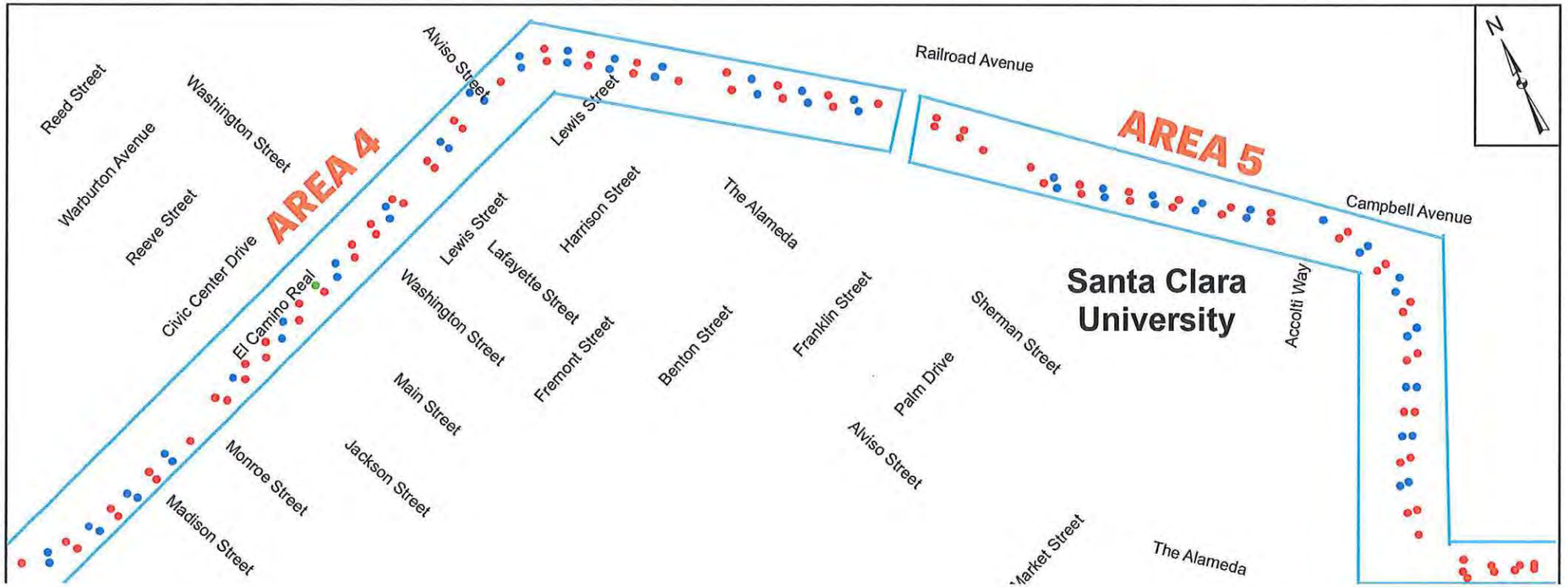
Legend

- **Streetlights with Banner Brackets**
  117 on GAP
  80 on Tasman
  = 197 available

- **Streetlights with existing Convention Center Banners**
  = 15 currently used

212 Streetlights Total
Banner size: 30” x 84” Banners





City of Santa Clara

Streetlight Banner Hangers

El Camino Real (West City Limits to East City Limits)

Standard streetlight has dual 30" x **84.5'** banner brackets, and dual plant hanger brackets. See Legend for Exceptions.

Streetlight Legend

Available Banner Hangers	204
Existing City Banners	36
Plant Hangers only	105
No Hangers	2
Total Streetlights:	**347**

City of Santa Clara
Streetlight Banner Hangers
North of HWY 101
(Great America Parkway &
Tasman Boulevard)



Legend

- **Streetlights with Banner Brackets**
  117 on GAP
  80 on Tasman
  = 197 available

- **Streetlights with existing Convention Center Banners**
  = 15 currently used

212 Streetlights Total
Banner size: 30” x 84” Banners

BANNER APPLICATION

City Manager's Office
1500 Warburton Ave.
Santa Clara, CA 95050

Attn: City Manager's Office
TEL: (408) 615-2210
FAX: (408) 241-6771

APPLICANT INFORMATION

Applicant/Organization:_____
Is group non-profit?_____
Is group booked in Santa Clara Convention Ctr. or at Levi's Stadium? (dates?)_____
Booking/Event Dates_____

Applicant's Address:_____

Contact Person:_____

Phone:_____Fax:_____

Event Name:_____Dates:_____

Purpose of Event:_____

_____

Number of Banners to be installed:_____

Street Pole Banner location (see map) : _____

Date for banners installation:_____Date to be removed:_____

REQUIRED ATTACHMENTS

1) Banner design: colors, wording and dimensions
2) Banner Zones Map for El Camino Real and/or Great America Parkway
3) Proof of payment for banner application
4) Proof of applicant's non-profit status, if applicable

INFORMATION RE: CONTRACTOR WHO WILL INSTALL THE BANNERS

Contractor's name and company:_____

Address:_____

_____

Phone:_____EMAIL:_____

FOR OFFICE USE ONLY

City of Santa Clara Contractor's Bus. Lic. No._____
Proof of insurance_____Signed Agreement_____
Banner design___Proof of payment ____

APPLICATION APPROVED___ APPLICATION DENIED___Date:_____

By:_____