



# City of Santa Clara

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

**Tuesday, March 21, 2023**

**4:00 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://santaclaraca.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](mailto: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://santaclaraca.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 Santa 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 may contact the Office of the City Clerk at (408) 615-2220 or [Clerk@santaclaraca.gov](mailto:Clerk@santaclaraca.gov).

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Closed Session - 4:00 PM | Study Session - 6:00 PM | Regular Meeting - 7:00 PM

**4:00 PM CLOSED SESSION**

Call to Order in the Council Chambers

Roll Call

- 1.A 23-326** [Conference with Legal Counsel-Existing Litigation \(CC\)](#)  
[Pursuant to Gov. Code § 54956.9\(d\)\(1\)](#)  
[Bloom Energy Corporation, et al. v. City of Santa Clara, et al.,](#)  
[Santa Clara County Superior Court Case No. 21CV383800](#)  
[\(Deferred from February 21, 2023\)](#)
- 1.B 23-363** [Conference with Real Property Negotiators \(CC\)](#)  
[Pursuant to Gov. Code § 54956.8](#)  
[Property: 981 Fremont Street, Santa Clara, CA 95050; APN](#)  
[984-12-011](#)  
[City/Authority Negotiator: City Manager \(or designee\)](#)  
[Negotiating Parties: Jeff Riser, Kappa Alpha Theta; Teresa](#)  
[Smith, Fraternity Housing Corporation](#)  
[Under Negotiation: Purchase/Sale/Exchange/Lease of Real](#)  
[Property \(provisions, price and terms of payment\)](#)
- 1.C 23-429** [Conference with Legal Counsel-Anticipated Litigation \(CC\)](#)  
[Pursuant to Gov. Code § 54956.9\(d\)\(2\) - Exposure to litigation](#)  
[Number of potential cases: 1](#)  
[Facts and Circumstances: Pursuant to Gov. Code § 54956.9\(e\)](#)  
[\(1\) - Not disclosed on agenda](#)

**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)**

**6:00 PM STUDY SESSION**

Call to Order in the Council Chambers

2.      23-147      [Update on the Santa Clara Valley Transportation Authority's BART Silicon Valley Phase II Extension Project](#)

**Recommendation:** There is no staff recommendation.

**7:00 PM JOINT COUNCIL/STADIUM AUTHORITY MEETING**

*\*Open Session to be heard at 7:00 PM or shortly thereafter*

**Call to Order**

*Call to Order in the Council Chambers (Open to the Public)*

**Pledge of Allegiance and Statement of Values**

**REPORTS OF ACTION TAKEN IN CLOSED SESSION MATTERS**

**CONTINUANCES/EXCEPTIONS/RECONSIDERATIONS**

**SPECIAL ORDER OF BUSINESS**

- 3.A      23-90      [Proclaim Women's History Month for March 2023](#)
- 3.B      23-265      [Proclaim March 2023 as Youth Arts Month](#)
- 3.C      23-253      [Presentation by Cultural Commission on Projects and Upcoming Special Events](#)
- 3.D      23-333      [Verbal Report Update from Assistant Director of Water and Sewer Regarding the Local Drought Emergency](#)

**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.]*

- 4.A 23-405** [Action on the Minutes of November 16, 2022 Special Council Meeting; November 30, 2022 Special Council Meeting; December 6, 2022 Council and Authorities Concurrent and Special Santa Clara Stadium Authority Meeting; December 8, 2022 Special Council and Authorities Concurrent and Special Santa Clara Stadium Authority Meeting; December 13, 2022 Council and Authorities Concurrent Meeting; and December 16, 2022 Special City Council Meeting.](#)

**Recommendation:** Approve the Meeting Minutes of November 16, 2022 Special Council; November 30, 2022 Special Council; December 6, 2022 Council and Authorities Concurrent and Special Santa Clara Stadium Authority; December 8, 2022 Special Council and Authorities Concurrent and Special Santa Clara Stadium Authority; December 13, 2022 Council and Authorities Concurrent; and December 16, 2022 Special City Council.

- 4.B 23-09** [Board, Commissions and Committee Minutes](#)

**Recommendation:** Note and file the Minutes of:  
Board of Library Trustees - November 7, 2022  
Board of Library Trustees - December 5, 2022  
Cultural Commission - February 6, 2023  
Governance and Ethics Committee - December 5, 2022  
Governance and Ethics Committee - June 7, 2021

- 4.C 23-316** [Action on Monthly Financial Status and Investment Reports for January 2023, Approve the Related Budget Amendments, and Approve the Deletion of Two Part Time Librarian Positions and Addition of One Full Time Librarian Position in the Library Department](#)

**Recommendation:** Note and file the Monthly Financial Status and Investment Reports for January 2023 as presented, Approve the Related Budget Amendments, and Approve the Deletion of Two Part Time Librarian Positions and Addition of One Full Time Librarian Position in the Library Department (five affirmative Council votes required to appropriate additional revenue or for the use of unused balances).



4.D 23-101

Action on:

(1) Adoption of a Class 2 Categorical Exemption under CEQA Guidelines Section 15302;

(2) Approval of Amendment No. 1 to the Existing Deposit Agreement with Intel Corporation, and Approval of a Second Deposit Agreement with Intel, Relating to the Juliette Substation Project;

(3) Approval of Amendment No. 1 to the Deposit Agreement with West Valley Mission Community College District Related to a Battery Storage Project;

(4) Approval of a Deposit Agreement with Innovation Commons Owner, LLC Related to the Democracy Substation Project;

(5) Approval of the Form of a Model Deposit Agreement and Grant Authority to City Manager to Execute Future Deposit Agreements Conforming to the Approved Model Form, and Authority to City Attorney to Modify Terms and Conditions of the Model Deposit Agreement;

(6) Approval of Purchase Order to Eaton Corporation for Switchgear Associated with the Mission College Project, and Authorize City Manager to Issue Future Purchase Orders to Eaton Corporation Up to a Maximum of \$1,500,000; and

(7) Approve Related Budget Amendments

**Recommendation:**

1. Adopt a Class 2 Categorical Exemption under CEQA Guidelines Section 15302;
2. Authorize the City Manager to execute Amendment No. 1 to the Deposit Agreement with Intel Corporation increasing the deposit amount by \$1,783,180 from \$827,000 to \$2,610,180 and ratify the underlying agreement executed on June 14, 2022;
3. Authorize the City Manager to execute a second Deposit Agreement with Intel Corporation for engineering services associated with adding a third transformer at the Juliette Substation in the amount of \$1,702,313;
4. Authorize the City Manager to execute Amendment No. 1 to the Deposit Agreement with West Valley Mission Community College District increasing the deposit amount by \$131,250 from \$372,750 to \$504,000 and ratify the underlying agreement executed on March 28, 2022;

5. Authorize the City Manager to execute a Deposit Agreement with Innovation Commons Owner, LLC in the amount of \$787,500;
6. Approve a model Deposit Agreement in the form attached hereto and authorize the City Manager to negotiate, approve, and execute Deposit Agreements and any amendments thereto which are in substantial conformance with these terms and conditions and to take any actions as necessary to implement and administer the agreement and authorize the City Attorney to make modifications to the terms of the model Deposit Agreement;
7. Authorize a Purchase Order to Eaton Corporation in an amount not to exceed \$400,000 for switchgear associated with the Mission College project and authorize future Purchase Orders to Eaton Corporation for future SVP projects up to a maximum of \$1,500,000 subject to the following (1) available appropriations, (2) conformance with Purchasing Ordinance and Purchasing guidelines, (3) environmental review where required; and
8. Approve the FY 2022/23 budget amendments in the Electric Utility Capital Fund to increase the estimate for Other Revenue by \$3,099,993, increase the Juliette Substation Transformer Rerate and Installation Project by \$2,312,493, and establish the Democracy Substation project in the amount of \$787,500 (**five affirmative Council votes required to appropriate additional revenue**).

**4.E 23-100** [Action on the First Amendment to the Power Purchase and Sale Agreement for Electricity from Qualifying Renewable Resources by and Between the City of Santa Clara and Ameresco Forward, LLC](#)

- Recommendation:**
1. Approve and authorize the City Manager to execute the First Amendment to the Power Purchase and Sale Agreement for Electricity from Qualifying Renewable Resources with Ameresco Forward LLC in substantially the form attached to this Report to Council; and
  2. Authorize the City Manager to approve and execute future modifications to the First Amendment and take any and all actions as necessary or advisable to implement and administer the power purchase and sale agreement.

**4.F 23-169** [Action to Approve Amendments to 2020 Installment Sale Agreement that Financed Capital Improvements at the San José-Santa Clara Regional Wastewater Facility \(RWF\)](#)

- Recommendation:** That the Council:
1. Adopt the Resolution approving the First Amendment to Installment Sale Agreement; and
  2. Authorize the Chief Operating Officer to execute all required agreements necessary to consummate any of the transactions contemplated by the agreements and documents approved under the Resolution.

That the Financing Corporation:

1. Adopt the Resolution approving the First Amendment to Installment Sale Agreement; and
2. Authorize the Director of Finance to execute all required agreements necessary to consummate any of the transactions contemplated by the agreements and documents approved under the Resolution.

**4.G 23-188** [Action on a Resolution Acknowledging Receipt by City Council of a State-Mandated Compliance Report on Required Annual Fire Inspections of Certain Occupancies](#)

**Recommendation:** Adopt a Resolution acknowledging receipt of a report made by the Fire Chief of the Santa Clara Fire Department regarding the inspection of certain occupancies requiring annual inspections in such occupancies pursuant to sections 13146.2 and 13146.3 of the California Health and Safety Code.

**4.H 23-99** [Informational Report on Traffic Calming Study Criteria Related to 85th Percentile Speed and Traffic Volumes](#)

**Recommendation:** Note and File the Informational Report on Traffic Calming Study Criteria Related to 85th Percentile Speed and Traffic Volumes

**4.I 23-408** [Actions to Approve Various Modifications to Existing Classified and Unclassified Class Specifications, and Adopt a Resolution Approving and Adopting the Updated Unclassified Salary Plan](#)

**Recommendation:**

1. Approve modifications to the Permit Technician (Job Code 621) Classification Specification;
2. Approved modifications to the Jail Services Office (Job Code 353) Classification Specification;
3. Approve modifications to the Electric Program Manager (Job Code 424) Classification Specification;
4. Approve modifications to the Emergency Services Coordinator (Job Code 106) Classification Specification; and
5. Adopt a Resolution to approve the revised unclassified salary plan to satisfy the requirements of California Code of Regulations Section 570.5.

- 4.J      23-270      [Action on a Resolution Authorizing the Use of City Electric Forces for New Dark Fiber Installations at Various Locations; determine the proposed actions are exempt from CEQA pursuant to sections 15302\(c\) and 15303 \(d\) of Title 14 of the California Code of Regulations](#)

**Recommendation:** Determine the proposed actions are exempt from CEQA pursuant to sections 15302(c) and 15303 (d) of Title 14 of the California Code of Regulations and adopt a Resolution authorizing the use of City Electric Forces for work detailed in this report located at 2421 Mission College Boulevard to 2972 Stender Way, 3301 Bassett Street (Storm SCADA), Well 8 - 3095 Forbes Avenue (W&S SCADA), Well 12 - 3277 San Juan Avenue (W&S SCADA), 2900 Old Mountain View Alviso Road (Storm SCADA), Well 9 - 3330 Pruneridge Avenue (W&S SCADA), Well 13 - 1098 Santa Clara Street (W&S SCADA), and 3575 Victor Street (Storm SCADA).

- 4.K      23-271      [Action to Approve a Resolution of Intention to Reimburse Expenditures from the Proceeds of Tax-Exempt Financing for Capital Improvements at the San José-Santa Clara Regional Wastewater Facility \(RWF\)](#)

**Recommendation:** Approve the Resolution of Intention to Reimburse Expenditures From the Proceeds of Tax-Exempt Financing for Capital Improvements at the San José-Santa Clara Regional Wastewater Facility (RWF)

- 4.L      23-57      [Action on 2023 Legislative Advocacy Positions](#)

**Recommendation:** Adopt the 2023 Legislative Advocacy Positions on Broadband, Cable Services, and Wireless Telecommunications Facilities; Community Services; Emergency Management; Energy Legislation, Regulations and Issues; Housing; Human Resources and Public Sector Employment; Public Safety; Regional Issues and Collaboration; Sustainability and Environmental Protection; Transportation Issues; and Water Supply and Conservation.

**4.M 23-268** [Accept the 2022 General Plan Annual Progress Report](#)

**Recommendation:** Accept the General Plan Annual Progress Report as presented by staff.

**4.N 23-415** [Action on the Appointment of Councilmember Karen Hardy to the Bay Area Water Supply and Conservation Agency \(BAWSCA\) and the San Francisco Bay Area Regional Water System Financing Authority \(RFA\)](#)

**Recommendation:** Appoint Councilmember Karen Hardy to serve as representative on the Bay Area Water Supply and Conservation Agency (BAWSCA) and the San Francisco Bay Area Regional Water System Financing Authority (RFA) for a term beginning July 1, 2023 ending on June 30, 2027.

**4.O 23-416** [Action to Waive Second Reading and Adopt Ordinance No. 2057 Authorizing the City, pursuant to Section 714.1. of the Santa Clara City Charter, to Begin Work at Ulistac Natural Area](#)

**Recommendation:** Waive Second Reading and Adopt Ordinance No. 2057 authorizing the City, pursuant to Section 714.1. of the Santa Clara City Charter, to begin the work of removing non-native species and restoring the habitat at Ulistac National Area.

- 4.P 23-420** [Action to Waive Second Reading and Adopt Ordinance No. 2058 Amending Sections 17.30.040 \("Supplies, Goods and Equipment"\), 17.30.080 \("Best Value Selection Procedures"\), 17.30.090 \(Formal Bidding Procedure\), 17.30.120 \("Service Contracts - Signature Authority"\), and 17.30.130 \("Public Works"\) of Title 17 \("Development"\) of "The Code of the City of Santa Clara, California" to Provide the Executive Director of the Stadium Authority With Signature Authority to Execute For Contracts Up To \\$100,000 in Allocated Value](#)

**Recommendation:** Waive Second Reading and Adopt Ordinance No. 2058 Amending Sections 17.30.040 ("Supplies, Goods and Equipment"), 17.30.080 ("Best Value Selection Procedures"), 17.30.090 (Formal Bidding Procedure), 17.30.120 ("Service Contracts - Signature Authority"), and 17.30.130 ("Public Works") of Title 17 ("Development") of "The Code of the City of Santa Clara, California" to Provide the Executive Director of the Stadium Authority With Signature Authority to Execute For Contracts Up To \$100,000 in Allocated Value

**SANTA CLARA STADIUM AUTHORITY CONSENT**

- 5.A 23-1513** [Action on the Santa Clara Stadium Authority Financial Status Report for Quarter Ending December 31, 2022 and Related Budget Amendments](#)

**Recommendation:**

1. Note and file the Santa Clara Stadium Authority Financial Status Report for the Quarter Ending December 31, 2022; and
2. Approve various FY 2022/23 Santa Clara Stadium Authority budget adjustments based on projected year-end performance in the Operating Fund from reserves and recognizing additional revenues; and
3. Approve various FY 2022/23 Santa Clara Stadium Authority budget adjustments based on projected year-end performance in the Debt Service Fund; and
4. Approve various FY 2022/23 Santa Clara Stadium Authority budget adjustments based on projected year-end performance in the CIP Fund from reserves.

**5.B** Action on Request Submitted by Stadium Manager to Execute Agreement with ADT Commercial for Fire Sprinkler Testing, Inspection, and Maintenance Services at Levi's Stadium

**5.B.1 23-308** [Request from the Stadium Manager to Execute Agreement with ADT Commercial for Fire Sprinkler Testing, Inspection, and Maintenance Services at Levi's Stadium](#)

**5.B.2 23-309** [Report from Stadium Authority for Action Regarding Stadium Manager's Request to Execute Agreement with ADT Commercial for Fire Sprinkler Testing, Inspection, and Maintenance Services at Levi's Stadium](#)

**Recommendation:**

1. Approve the Stadium Manager's request to execute an agreement with ADT Commercial to provide fire sprinkler testing, inspection, and maintenance services at Levi's Stadium for a three-year period beginning April 1, 2023 through March 31, 2026, in an amount not exceed \$66,000 for the first contract year, \$92,000 for the second contract year, and \$70,000 for the third contract year for a total not to exceed amount of \$228,000 over the three-year period, subject to budget appropriations; and
2. Authorize the Executive Director to approve the Stadium Manager's exercise of the option to extend the agreement with the same basic terms and conditions for two additional one-year periods, subject to budget appropriations.

**5.C** Action on Request Submitted by Stadium Manager to Execute Agreement with Convergent Technologies for Fire Alarm Testing, Inspection, Maintenance, and Related Services at Levi's Stadium

**5.C.1 23-352** [Request from the Stadium Manager to Execute Agreement with Convergent Technologies for Fire Alarm Testing, Inspection, Maintenance, and Related Services at Levi's Stadium](#)



**5.C.2 23-353** [Report from Stadium Authority for Action Regarding Stadium Manager's Request to Execute Agreement with Convergent Technologies for Fire Alarm Testing, Inspection, Maintenance, and Related Services at Levi's Stadium](#)

**Recommendation:**

1. Approve the Stadium Manager's request to execute an agreement with Convergent Technologies to provide fire alarm testing, inspection, maintenance, and related services at Levi's Stadium for a three-year period beginning April 1, 2023 through March 31, 2026, in an amount not exceed \$120,000 for the first contract year, \$123,000 for the second contract year, and \$127,000 for the third contract year for a total not to exceed amount of \$370,000 over the three-year period, subject to budget appropriations; and
2. Authorize Executive Director to approve the Stadium Manager's exercise of the option to extend the agreement with the same basic terms and conditions for two additional one-year periods, subject to budget appropriations.

**5.D** Action on Request Submitted by Stadium Manager to Execute Agreement with HealthRIGHT 360 for On-site Medical Services, Equipment, and Supplies on a Daily Basis, and for Specific Events, at Levi's Stadium

**5.D.1 23-374** [Request from the Stadium Manager to Utilize Cooperative Agreements to Leverage Discounted Pricing through Amazon.com LLC and B&H Foto and Electronics dba B&H and Award Purchase Orders to Advance Stores Company, Inc., CDW Government LLC, Cintas Corporation, Grainger Industrial Supply, and Midwest Motor Supply Company dba Kimball Midwest for Operational Needs at Levi's Stadium](#)

**5.D.2 23-372** [Report from the Stadium Authority for Action on Stadium Manager's Request to Utilize Cooperative Agreements to Leverage Discounted Pricing through Amazon.com LLC and B&H Foto and Electronics dba B&H and Award Purchase Orders to Advance Stores Company, Inc., CDW Government LLC, Cintas Corporation, Grainger Industrial Supply, and Midwest Motor Supply Company dba Kimball Midwest for Operational Needs at Levi's Stadium](#)

**Recommendation:**

1. Approve the Stadium Manager's request utilize the described cooperative agreement to award a purchase order to Advance Stores to procure automotive parts, accessories, and related supplies from April 1, 2023 through December 31, 2023, in an amount not to exceed \$25,000;
2. Approve the Stadium Manager's request to utilize the described cooperative agreement(s) to utilize Amazon's online marketplace to procure supplies, equipment and goods for a one-year period from April 1, 2023 through March 31, 2024, in an amount not to exceed \$250,000;
3. Approve the Stadium Manager's request to utilize the described cooperative agreement to utilize B&H's online marketplace to procure audio visual products and accessories for a one-year period from April 1, 2023 through March 31, 2024, in an amount not to exceed \$50,000;
4. Approve the Stadium Manager's request to utilize the described cooperative agreement(s) to award a purchase order to CDW Government LLC for information technology solutions related to hardware, software, computer equipment, peripherals and accessories for a one-year period from April 1, 2023 through March 31, 2024, in an amount not to exceed \$100,000;
5. Approve the Stadium Manager's request to utilize the described cooperative agreement to award a purchase order to Cintas Corporation for purchase of uniforms, brand name apparel, safety footwear, promotional products, facility products, and first aid and supplies for a one-year period from April 1, 2023 through March 31, 2024, in an amount not to exceed \$250,000;

6. Approve the Stadium Manager's request to utilize the described cooperative agreement(s) to award a purchase order to Grainger Industrial Supply for maintenance, repair, operating supplies, industrial supplies, and related products for a one-year period from April 1, 2023 through March 31, 2024, in an amount not to exceed \$200,000; and
7. Approve the Stadium Manager's request to utilize the described cooperative agreement to award a purchase order to Kimball Midwest for maintenance, repair, operating supplies, industrial supplies, and related products and services for a one-year period from April 1, 2023 through March 31, 2024, in an amount not to exceed \$50,000.

**5.E** Action on Request Submitted by Stadium Manager to Award Agreement to Blocka Construction Inc. for the Variable Frequency Drive(s) CapEx Project and Related Budget Amendment

**5.E.1 23-376** [Request from the Stadium Manager to Award Agreement to Blocka Construction Inc. to Replace Variable Frequency Drives for Cooling Towers and Pumps at Levi's Stadium \(Variable Frequency Drive\(s\) CapEx Project\) and Related Budget Amendment](#)

**5.E.2 23-381** [Report from the Stadium Authority for Action Regarding Stadium Manager's Request to Award Agreement to Blocka Construction Inc. to Replace the Variable Frequency Drives for Cooling Towers and Pumps at Levi's Stadium \(Variable Frequency Drive\(s\) CapEx Project\) and Related Budget Amendment](#)

**Recommendation:**

1. Approve a budget amendment for the Variable Frequency Drive(s) line item in the Stadium Authority FY 2023/24 CapEx Budget to increase the budget by \$22,434 from the Capital Expense Reserve;
2. Approve the Stadium Manager's request to award a one-time agreement to Blocka Construction Inc. in the amount of \$118,000 to replace the variable frequency drives for cooling towers and pumps at Levi's Stadium (Variable Frequency Drive(s) CapEx Project);
3. Authorize the Executive Director's Office, consistent with properly delegated authority or existing policy, to approve the Stadium Manager's execution of any and all documents associated with, and necessary for the award, completion, and acceptance of the project; and
4. Authorize the Executive Director's Office, consistent with properly delegated authority or existing policy, to approve the Stadium Manager's execution of change orders for the agreement up to \$11,800, for a total not to exceed construction agreement amount of \$129,800.

**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**

6.      23-66      [Action on Appointment of Members to the Santa Clara Station Area Plan Task Force \(SATF\)](#)

**Recommendation:** 1. Appoint four additional Task Force members including: Jill Hough - Transportation Advocate, Dylan Plane - Business Community, Michael Stockwell - At-Large, Shruti Mirashi - At-Large.

7.      23-332      [Action on Appointment to Cities Association of Santa Clara County Board of Directors \(Alternate Member\) for the 2023 Calendar Year \(Deferred from February 21, 2023\)](#)

**Recommendation:** Staff makes no recommendation.

8.      23-179      [Public Hearing: Substantial Amendment to the FY2021 Annual Action Plan to Allocate \\$1,604,104 in Federal Housing and Urban Development \(HUD\) Grant Funds from the HOME American Rescue Plan Program and Approve Related Budget Amendment](#)

**Recommendation:** 1. Provide feedback and approve the substantial amendment to the 2021 Annual Action Plan and grant authority to the City Manager's Office to submit a HOME ARP Allocation Plan to the Department of Housing and Urban Development (HUD) before the March 31, 2023 deadline; and  
2. Approve the FY 2022/23 budget amendment in the Housing and Urban Development Fund to recognize grant revenue in the amount of \$1,604,104 and establish the HOME - American Rescue Plan Program project in the amount of \$1,604,104 (5 votes required).

**WRITTEN PETITION (COUNCIL POLICY 030) SUBMITTED BY THE PUBLIC/COUNCIL**

9.      23-329      [Action on Four Written Petitions \(Council Policy 030\), Submitted by Lee Broughman, Larry McColloch, Debbie Tryforos and Scott Filler each Requesting to Place an Agenda Item on a Future Council Meeting for Council to Discuss the Behavior of Councilmember Park at the February 7, 2023 Council Meeting](#)

**Recommendation:** Staff makes no recommendation.

**REPORTS OF MEMBERS AND SPECIAL COMMITTEES**

**CITY MANAGER/EXECUTIVE DIRECTOR REPORT**

**23-389**    [Update on City Council and Stadium Authority Staff Referrals](#)

**23-421**    [Tentative Meeting Agenda Calendar \(TMAC\)](#)

**ADJOURNMENT**

**The next regular scheduled meeting is on Tuesday, April 4, 2023 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) <<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.



# City of Santa Clara

1500 Warburton Avenue  
Santa Clara, CA 95050  
[santaclaraca.gov](http://santaclaraca.gov)  
@SantaClaraCity

## Agenda Report

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23-326

Agenda Date: 3/21/2023

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### SUBJECT

Conference with Legal Counsel-Existing Litigation (CC)

Pursuant to Gov. Code § 54956.9(d)(1)

Bloom Energy Corporation, et al. v. City of Santa Clara, et al., Santa Clara County Superior Court

Case No. 21CV383800

(Deferred from February 21, 2023)





# City of Santa Clara

1500 Warburton Avenue  
Santa Clara, CA 95050  
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## Agenda Report

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23-363

Agenda Date: 3/21/2023

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### REPORT TO COUNCIL

#### SUBJECT

Conference with Real Property Negotiators (CC)  
Pursuant to Gov. Code § 54956.8  
Property: 981 Fremont Street, Santa Clara, CA 95050; APN  
984-12-011  
City/Authority Negotiator: City Manager (or designee)  
Negotiating Parties: Jeff Riser, Kappa Alpha Theta; Teresa  
Smith, Fraternity Housing Corporation  
Under Negotiation: Purchase/Sale/Exchange/Lease of Real  
Property (provisions, price and terms of payment)



# City of Santa Clara

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## Agenda Report

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23-429

Agenda Date: 3/21/2023

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### SUBJECT

Conference with Legal Counsel-Anticipated Litigation (CC)

Pursuant to Gov. Code § 54956.9(d)(2) - Exposure to litigation

Number of potential cases: 1

Facts and Circumstances: Pursuant to Gov. Code § 54956.9(e)(1) - Not disclosed on agenda



## Agenda Report

23-147

Agenda Date: 3/21/2023

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### REPORT TO COUNCIL

#### SUBJECT

Update on the Santa Clara Valley Transportation Authority's BART Silicon Valley Phase II Extension Project

#### COUNCIL PILLAR

Promote and Enhance Economic, Housing and Transportation Development

#### BACKGROUND

Phase II of the Santa Clara Valley Transportation Authority's (VTA) BART Silicon Valley Program extends the BART system approximately 16 miles, from the Warm Springs Station in Fremont into Santa Clara County, with six stations in Milpitas, San Jose, and Santa Clara. Phase II of the Program has been split into two segments. The first segment consisted of the 10-mile, two-station Berryessa Extension, with stations in Milpitas and Berryessa/North San Jose, which opened for revenue service in June 2020. The second segment consists of an approximately six-mile long extension of the BART system from the Berryessa/North San Jose BART Station in San Jose to the proposed Santa Clara BART Station.

#### DISCUSSION

The City Council held previous study sessions related to the BART Phase II project on April 23, 2019, January 5, 2022, and May 10, 2022. At this current study session, VTA staff will provide an update on the BART Phase II project including information on the current status of the project, design of the Santa Clara BART Station, public outreach efforts, project schedule, upcoming construction activities, and a VTA proposal related to converting Champions Way (private street adjacent to the Santa Clara BART Station) into a public right-of-way, and next steps.

#### ENVIRONMENTAL REVIEW

The action being considered is a study session only and does not constitute a "project" within the meaning of the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15378(b)(5), an administrative activity that will not result in direct or indirect physical changes to the environment.

#### FISCAL IMPACT

There is no fiscal impact to the City other than administrative staff time and expense.

#### COORDINATION

This report has been 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) <<mailto:clerk@santaclaraca.gov>> or at the public information desk at any City of Santa Clara public library.

#### RECOMMENDATION

There is no staff recommendation.

Reviewed by: Craig Mobeck, Director of Public Works

Approved by: Office of the City Manager



# City of Santa Clara

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## Agenda Report

23-90

Agenda Date: 3/21/2023

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### REPORT TO COUNCIL

#### SUBJECT

Proclaim Women's History Month for March 2023

#### BACKGROUND

National Women's History Month traces its roots to March 8, 1857, when women from various New York City factories staged a protest over poor working conditions. The first Women's Day celebration in the United States was in 1909 in New York City. The U.S. Congress in 1981 established National Women's History Week to be commemorated annually the second week of March. In 1987, Congress expanded the week to a month designating March Women's History Month. The 2023 theme for Women's History Month is "Celebrating Women Who Tell Our Stories."

#### DISCUSSION

At the March 21, 2023 City Council meeting, the Council will proclaim Women's History Month in Santa Clara to recognize and honor women, past and present, who have been influential in communities and encourage women to continue to tell their stories.

#### 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: Maria Le, Assistant to the City Manager, Mayor and Council Offices

Approved by: Office of the City Manager



# City of Santa Clara

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## Agenda Report

23-265

Agenda Date: 3/21/2023

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### REPORT TO COUNCIL

#### SUBJECT

Proclaim March 2023 as Youth Arts Month

#### BACKGROUND

Youth Arts Month is an annual celebration supported through the Council for Art Education to emphasize the value of art education for all children and to encourage support for school art programs. The Youth Arts Month provides a forum for acknowledging skills that are fostered through experience in the visual arts that are specific to learning in the arts and encourages commitment to the arts and demonstrates the goals of the National Art Education Association.

#### DISCUSSION

At the March 21, 2023 City Council meeting, the Council will proclaim Youth Arts Month in Santa Clara with the commitment to increase community understanding and interest in art and art education.

#### 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: Maria Le, Assistant to the City Manager, Mayor and Council Offices  
Approved by: Office of the City Manager



## Agenda Report

23-253

Agenda Date: 3/21/2023

### REPORT TO COUNCIL

#### SUBJECT

Presentation by Cultural Commission on Projects and Upcoming Special Events

#### COUNCIL PILLAR

Deliver and Enhance High-Quality Efficient Services and Infrastructure

#### BACKGROUND

The Cultural Commission selects and works on the completion of annual workplan goals. The FY 2022/23 goals include: (a) Host and enhance multicultural events to encourage and acquaint Santa Clara residents with cultural diversity; (b) Develop and encourage interactive art opportunities to provide temporary, performing, cultural, and public art in the City; (c) Raise the visibility of commemorative month celebrations; (d) Enhance communication and media strategy to increase community awareness of the Cultural Commission; and, (e) Prepare for Citywide Arts Master Plan process. The Cultural Commission activities completed this year include the installation of six (6) Utility Boxes Art Projects, the conducting of a Commemorative Month Coloring Book Marketing Campaign, the scheduling of 2023 Summer Concert Series, and the Street Dance.

#### DISCUSSION

The Cultural Commission will present a brief overview of the Commission's accomplishments for FY 2022/23 including new images from the Utility Box Art Program, community submissions and winners for the Halloween Home Decorating and Holiday Home Decorating Contests, and sponsored summer activities. Additionally, the Commission has been publishing Commemorative Month Coloring Pages available to the public with monthly themes. The Commission encourages resident sharing of their colored pages on the Commission Facebook and Instagram pages. Finally, the Commission would like to announce the summer concert season June-September with two concerts planned for Live Oak Park and the Street Dance in August. The Commission is in the process of developing a new work plan for FY 2023/24 that will continue to promote art and culture in the City of Santa Clara.

#### ENVIRONMENTAL REVIEW

This is an information report only. 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 for the report to Council other than staff time, which is allocated in the Parks & Recreation Department operating budget.

#### PUBLIC CONTACT

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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) <<mailto:clerk@santaclaraca.gov>>.

Prepared by: Kimberly Castro, Recreation Manager

Reviewed by: James Teixeira, Director of Parks & Recreation

Approved by: Office of the City Manager





# City of Santa Clara

1500 Warburton Avenue  
Santa Clara, CA 95050  
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## Agenda Report

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23-333

Agenda Date: 3/21/2023

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### REPORT TO COUNCIL

#### SUBJECT

Verbal Report Update from Assistant Director of Water and Sewer Regarding the Local Drought Emergency

#### COUNCIL PILLAR

Enhance Community Engagement and Transparency



# City of Santa Clara

1500 Warburton Avenue  
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## Agenda Report

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23-405

Agenda Date: 3/21/2023

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### REPORT TO COUNCIL

#### SUBJECT

Action on the Minutes of November 16, 2022 Special Council Meeting; November 30, 2022 Special Council Meeting; December 6, 2022 Council and Authorities Concurrent and Special Santa Clara Stadium Authority Meeting; December 8, 2022 Special Council and Authorities Concurrent and Special Santa Clara Stadium Authority Meeting; December 13, 2022 Council and Authorities Concurrent Meeting; and December 16, 2022 Special City Council Meeting.

#### RECOMMENDATION

Promote Community Engagement and Transparency

#### RECOMMENDATION

Approve the Meeting Minutes of November 16, 2022 Special Council; November 30, 2022 Special Council; December 6, 2022 Council and Authorities Concurrent and Special Santa Clara Stadium Authority; December 8, 2022 Special Council and Authorities Concurrent and Special Santa Clara Stadium Authority; December 13, 2022 Council and Authorities Concurrent; and December 16, 2022 Special City Council.



# City of Santa Clara

## Minutes

### Special Council Meeting

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11/16/2022

5:00 PM

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

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The City of Santa Clara will be conducting City Council meetings in a hybrid manner (in-person and continues to have methods for the public to participate remotely). Pursuant to Government Code Section 54953(e) and City of Santa Clara Resolution No. 22-9150 Councilmembers may teleconference from remote locations and the City continues to provide methods for the public to participate remotely:

- Via Zoom:
  - o <https://santaclaraca.zoom.us/j/99706759306>

Meeting ID: 997-0675-9306 or

- o Phone: 1(669) 900-6833
- Via the City's eComment

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.

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 calls for a Special Meeting of the City Council of the City of Santa Clara, to commence and convene on November 16, 2022, at 5:00 pm for a Special Meeting 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 COUNCIL SPECIAL MEETING**

#### **Call to Order**

**Mayor Gillmor** called the Special Meeting to Order at 5:04 p.m.

**Pledge of Allegiance and Statement of Values**

**Council** recited the Pledge of Allegiance.

**Councilmember Chahal** recited the Statement of Values.

**Roll Call**

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

**GENERAL BUSINESS**

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Special Council Meeting

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1. [22-1407](#) Consideration of October 10, 2022, Santa Clara County Civil Grand Jury Report, "Unsportsmanlike Conduct: Santa Clara City Council," and Direction to Staff for Timely Preparation and Council Approval of Formal Comment to Report.

**Recommendation:**

1. Council to comment on Council-related findings and recommendations as follows: Findings 1a, 1b, 1c, 2, 3d (in part), 4, 5 (in part), 6, and 7 and Recommendations 1a, 1b, 1c, 1d, 2, 3a (in part), 3b (in part), 3c (in part), 4a, 4b, 4c, 5a, 5b, 5c, 6a, 6b, 7a, 7b, and 7c.
2. Direct staff to prepare draft comment on operation-related findings as follows: Findings 3a, 3b, 3c, 3d (in part), and 5 (in part) and Recommendations 3a (in part), 3b (in part), and 3c (in part).
3. Direct City Attorney's Office to prepare draft comment for timely Council approval consistent with 1 and 2 above.

**Interim City Attorney Ngo** provided an overview of this agenda item and stated that the Grand Jury report had twelve findings and 19 recommendations that require a formal City response within 90 days or by the January 9, 2023. He further noted that Council is not approving a formal response to the Grand Jury report, that staff provided clarifications on some of the statements in the Grand Jury report for Council consideration, and that staff's recommendation is to bring back a draft response a later Council meeting date for consideration that will include: 1) staff prepared language on those operational issues among the findings in the Grand Jury report; and 2) language based on feedback received from the Council.

**Interim City Attorney Ngo** stated that staff will return to Council with a draft response on the December 6, 2022 Regular Meeting, at a Special Meeting tentatively scheduled for December 8, 2022, or on any Special Meeting scheduled prior to January 9, 2023.

**Interim City Attorney Ngo** stated that he will go through each group set within the Grand Jury report and obtain a response from the Council on each finding and recommendation. He stated that if the Council disagrees with a finding, in whole or in part, the City will need to obtain the reasoning on why the Council disagrees with it. He also noted that for the recommendation, he will also need Council consensus on which of the four options have or will be implemented.

**Interim City Attorney Ngo** proceeded with the discussion of the Grand Jury findings and **Council** held extensive discussion on each of the Grand Jury's findings and recommendations. **Interim City Attorney Ngo** obtained Council consensus on how to respond to each finding and recommendation on the Grand Jury report and stated the draft Response will return to Council for final approval.

**Special Council Meeting**

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Public Comment(s):  
(2) Public Speaker  
Deborah  
Benjamin Cooley

**ADJOURNMENT**

The meeting was adjourned at 10:45 p.m.

**A motion was made by Councilmember Becker, seconded by Councilmember Park, to adjourn the meeting.**

**Aye:** 7 - Councilmember Watanabe, Councilmember Chahal, Councilmember Hardy, Councilmember Park, Vice Mayor Jain, Councilmember Becker, and Mayor Gillmor

The next regular scheduled meeting is on Tuesday, December 6, 2022 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.

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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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.



# City of Santa Clara

## Minutes

### City Council Special Meeting

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11/30/2022

1:45 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 or

- o Phone: 1(669) 900-6833
- Via the City's eComment

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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 calls for a Special Meeting of the Santa Clara City Council to commence and convene on November 30, 2022, at 1:45 PM for a Special Meeting, to consider the following matter(s) and to potentially take action with respect to them.

#### **1:45 PM CLOSED SESSION**

**Mayor Gillmor** called the meeting to order at 1:45 p.m.

#### **Call to Order in the Council Chambers**

#### **Roll Call**

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



**Public Comment**

There were none.

**ADJOURN TO CLOSED SESSION FOR THE FOLLOWING:**

**Council** convened to Closed Session 1:51 p.m.

1. [22-1469](#) Public Employee Appointment (Government Code §§ 54957, 54954.5, subd. (e))  
Title: City Attorney

**ADJOURNMENT**

**Mayor Gillmor** adjourned the Closed Session at 5:45 p.m.

The next regular scheduled meeting is on Tuesday, December 6, 2022 in the City Hall Council Chambers.

**City Council Special Meeting**

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**MEETING DISCLOSURES**

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# City of Santa Clara

Draft

## Minutes

### Council and Authorities Concurrent and Santa Clara Stadium Authority Special Meeting

12/06/2022

4:00 PM

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

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  - o <https://santaclaraca.zoom.us/j/99706759306>

Meeting ID: 997-0675-9306 or

- o Phone: 1(669) 900-6833
- Via the City's eComment

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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 Chair calls for a Special Meeting of the Governing Board of the Stadium Authority, to commence and convene on December 6, 2022, at 4:00 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.

**Closed Session - 4:00 PM | Study Session - 6:00 PM | Regular Meeting - 7:00 PM**

#### **4:00 PM CLOSED SESSION**

#### **Call to Order in the Council Chambers**

**Mayor/Chair Gillmor** called the meeting to order at 4:06 p.m.

#### **Roll Call**

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

- 1.A**     [22-1470](#)     Public Employee Appointment (Government Code §§ 54957, 54954.5, subd. (e))  
Title: City Attorney
- 1.B**     [22-1471](#)     Public Employee Appointment (Government Code §§ 54957, 54954.5, subd. (e))  
Title: City Manager
- 1.C**     [22-1475](#)     Conference with Legal Counsel-Existing Litigation (CC)  
Pursuant to Gov. Code § 54956.9(d)(1)  
Marcus Dean Diaz v. City of Santa Clara, et al., United States District Court, Northern District of California, Case No. 5:20-cv-03506

**Public Comment**

There were none.

**Convene to Closed Session (Council Conference Room)**

**Council** convened into Closed Session at 4:06 p.m.

**Councilmember Park** arrived at 4:30 p.m.

**6:00 PM STUDY SESSION**

**Call to Order in the Council Chambers**

**Council** convened the Study Session at 6:07 p.m.

2. [22-1058](#) Strategy for Additional Parkland in the Tasman East Specific Plan Area, in Conjunction with an Amendment to Add 1,500 Units to the Specific Plan

**Councilmember Park** was not present at the beginning of the Study Session.

**City Manager Batra** introduced **Community Development Director Crabtree** who gave a PowerPoint presentation.

**Council** comments and questions followed.

**Community Development Director Crabtree** and **Parks and Recreation Director Teixeira** responded and addressed Council questions.

**Councilmember Park** joined the meeting at the dais at 6:40 p.m.

Additional questions from **Council** followed.

**Community Development Director Crabtree** and **Parks and Recreation Director Teixeira** responded to and addressed Council's additional questions.

Public Comment:  
Igor  
Steve Edwards

#### **7:00 PM COUNCIL REGULAR/ SPECIAL STADIUM AUTHORITY MEETING**

##### **Call to Order**

**Mayor/Chair Gillmor** called the Regular Council Meeting to order at 7:12 p.m.

##### **Pledge of Allegiance and Statement of Values**

**Council/Board** recited the Pledge of Allegiance.

**Council/Boardmember Chahal** recited the Statement of Values.

**Assistant City Clerk/Secretary Pimentel** cited the AB 23 announcement and Behavioral Standards.

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**REPORTS OF ACTION TAKEN IN CLOSED SESSION MATTERS 11/30/22 and 12/6/22**

**Mayor Gillmor** stated that there were no reportable action taken at the November 30, 2022 Closed Session meeting as well as no reportable action taken at the 4:00 p.m. Closed Session meeting.

**CONTINUANCES/EXCEPTIONS/RECONSIDERATIONS**

There were none.

**SPECIAL ORDER OF BUSINESS**

**3.A     [22-1307](#)     Recognition of the 2022 Santa Clara Parade of Champions**

**Mayor Gillmor** recognized the 2022 Santa Clara Parade of Champions.

**Ana Vargas-Smith** gave a PowerPoint presentation with photos from the Parade of Champions.

**3.B     [22-1402](#)     Verbal Report from the Chief Emergency Services Officer regarding COVID-19 Pandemic**

**Chief Emergency Services Officer Schoenthal** provided a verbal update regarding COVID-19 pandemic.

**3.C     [22-1403](#)     Verbal Report Update from City Manager Regarding the Local Drought Emergency**

**Water and Sewer Utilities Assistant Director Mehta** gave a PowerPoint presentation.

**CONSENT CALENDAR**

**Council/Boardmember Hardy** recused herself from Item 4.M due to a potential conflict of interest of the project being within 500 feet from her personal property.

**Councilmember Chahal** recused himself from Items 4.R and 4.W due to a potential conflict of interest of the project being within 500 feet from his personal properties.

**A motion was made by Council/Boardmember Becker, seconded by Council/Boardmember Hardy, to approve the Consent Calendar.**

**Aye:** 7 - Council/Boardmember Watanabe, Council/Boardmember Chahal, Council/Boardmember Hardy, Council/Boardmember Park, Vice Mayor/Chair Jain, Council/Boardmember Becker, and Mayor/Chair Gillmor

- 4.A**     [22-1464](#)     Action on August 16, 2022 Joint Council and Authorities Concurrent & Stadium Authority Meeting Minutes, August 23, 2022 Special City Council Meeting Minutes, August 30, 2022 Council and Authorities Concurrent & Special Stadium Authority Meeting Minutes, and September 12, 2022 Special City Council Meeting Minutes

**Recommendation:** Approve the meeting minutes of:  
August 16, 2022 Joint Council and Authorities Concurrent & Stadium Authority Meeting;  
August 23, 2022 Special City Council Meeting;  
August 30, 2022 Council and Authorities Concurrent & Special Stadium Authority Meeting; and  
September 12, 2022 Special City Council Meeting

**A motion was made by Council/Boardmember Becker, seconded by Council/Boardmember Hardy, to approve staff recommendation.**

**Aye:** 7 - Council/Boardmember Watanabe, Council/Boardmember Chahal, Council/Boardmember Hardy, Council/Boardmember Park, Vice Mayor/Chair Jain, Council/Boardmember Becker, and Mayor/Chair Gillmor

- 4.B**     [22-32](#)     Board, Commissions and Committee Minutes

**Recommendation:** Note and file the Minutes of:

Downtown Community Task Force - September 16, 2021  
Downtown Community Task Force - September 15, 2022  
Planning Commission - October 26, 2022  
Cultural Commission - October 3, 2022  
Historical and Landmarks Commission - October 6, 2022  
Youth Commission - October 11, 2022  
Parks & Recreation Commission - October 18, 2022  
Board of Library Trustees - September 12, 2022  
Board of Library Trustees - October 3, 2022  
Senior Advisory Commission - October 24, 2022

**A motion was made by Council/Boardmember Becker, seconded by Council/Boardmember Hardy, to approve staff recommendation.**

**Aye:** 7 - Council/Boardmember Watanabe, Council/Boardmember Chahal, Council/Boardmember Hardy, Council/Boardmember Park, Vice Mayor/Chair Jain, Council/Boardmember Becker, and Mayor/Chair Gillmor

- 4.C [22-1329](#) Action on Bills and Claims Report (CC, SCSA, HA) for the period October 1, 2022 - November 4, 2022

**Recommendation:** Approve the list of Bills and Claims for October 1, 2022 - November 4, 2022.

**A motion was made by Council/Boardmember Becker, seconded by Council/Boardmember Hardy, to approve staff recommendation.**

**Aye:** 7 - Council/Boardmember Watanabe, Council/Boardmember Chahal, Council/Boardmember Hardy, Council/Boardmember Park, Vice Mayor/Chair Jain, Council/Boardmember Becker, and Mayor/Chair Gillmor

- 4.D [22-1331](#) Action on the Santa Clara Convention Center FY 2022/23 1st Quarter Financial Status Report

**Recommendation:** Note and file the Santa Clara Convention Center Financial Status Report for the 1st Quarter ending September 30, 2022, as submitted by OVG.

**A motion was made by Council/Boardmember Becker, seconded by Council/Boardmember Hardy, to approve staff recommendation.**

**Aye:** 7 - Council/Boardmember Watanabe, Council/Boardmember Chahal, Council/Boardmember Hardy, Council/Boardmember Park, Vice Mayor/Chair Jain, Council/Boardmember Becker, and Mayor/Chair Gillmor

- 4.E [22-1350](#) Action on Award of Contract for the Fairway Glen Park Restroom Construction Project to Suarez & Munoz Construction, Inc., Related Budget Amendment, and Adopting a Class 1 CEQA Categorical Exemption

**Recommendation:**

1. Award the Public Works Contract for the Fairway Glen Park Restroom Construction Project to the lowest responsive and responsible bidder, Suarez & Munoz Construction, Inc., in the amount of \$691,977 and authorize the City Manager to execute any and all documents associated with, and necessary for the award, completion, and acceptance of this Project;
2. Adopt a Class 1 Categorical Exemption under CEQA Guidelines Section 15301;
3. Authorize the City Manager to execute change orders up to approximately 15 percent of the original contract price, or \$103,797, for a total not to exceed amount of \$795,774; and
4. Approve the following FY 2022/23 budget amendment in the Parks and Recreation Capital Fund to increase the Restroom at Fairway Glen Park Project appropriation by \$135,467 (from \$680,115 to \$815,582) and decrease the Parks and Recreation Capital Fund Quimby Act fund balance by the same amount (**five affirmative Council votes required for the use of unused balances**).

**A motion was made by Council/Boardmember Becker, seconded by Council/Boardmember Hardy, to approve staff recommendation.**



**Aye:** 7 - Council/Boardmember Watanabe, Council/Boardmember Chahal, Council/Boardmember Hardy, Council/Boardmember Park, Vice Mayor/Chair Jain, Council/Boardmember Becker, and Mayor/Chair Gillmor

- 4.F**      [22-1359](#)      Action on Award of Contract for the Public Right-of-Way ADA Improvements - Package 3 & 4 Project to FBD Vanguard Construction, Inc. and Adopt a Class 1 CEQA Categorical Exemption

- Recommendation:**
1. Award the Public Works Contract for the Public Right-of-Way ADA Improvements - Package 3 & 4 Project to the lowest responsive and responsible bidder, FBD Vanguard Construction, Inc., in the amount of \$3,847,734 and authorize the City Manager to execute any and all documents associated with, and necessary for the award, completion, and acceptance of this Project;
  2. Adopt a Class 1 Categorical Exemption under CEQA Guidelines Section 15301; and
  3. Authorize the City Manager to execute change orders up to approximately 15 percent of the original contract price, or \$577,160, for a total project budget not-to-exceed amount of \$4,424,894.

**A motion was made by Council/Boardmember Becker, seconded by Council/Boardmember Hardy, to approve staff recommendation.**

**Aye:** 7 - Council/Boardmember Watanabe, Council/Boardmember Chahal, Council/Boardmember Hardy, Council/Boardmember Park, Vice Mayor/Chair Jain, Council/Boardmember Becker, and Mayor/Chair Gillmor

- 4.G**      [22-1198](#)      Action on Award of a Purchase Order to Shape, Inc. for Flygt N-Series Sewer Lift Station Wastewater Pumps and Related Budget Amendment and a Class 1 CEQA Categorical Exemption

- Recommendation:**
1. Adopt a Class 1 Categorical Exemption Under CEQA Guidelines section 15301(b);
  2. Authorize the City Manager to award a Purchase Order to Shape, Inc. for the purchase of six Flygt N-Series pumps and accessories in an amount of \$421,460 plus applicable sales taxes and subject to the appropriation of funds;
  3. Authorize the City Manager to award Purchase Orders for the purchase of 25 additional Flygt N-Series pumps and accessories through December 31, 2027 for an estimated total amount of \$776,250 plus applicable sales taxes and subject to the appropriation of funds; and
  4. Approve the FY 2022/23 budget amendment in the Sewer Utility Fund to appropriate \$1,200,000 from the unrestricted ending fund balance to the capital outlay budget (**five affirmative Council votes required for the use of unused balances**).

**A motion was made by Council/Boardmember Becker, seconded by Council/Boardmember Hardy, to approve staff recommendation.**

**Aye:** 7 - Council/Boardmember Watanabe, Council/Boardmember Chahal, Council/Boardmember Hardy, Council/Boardmember Park, Vice Mayor/Chair Jain, Council/Boardmember Becker, and Mayor/Chair Gillmor

**4.H**     [22-1339](#)     Action on Award of a Purchase Order to Pump Repair Service Co. for the Purchase and Installation of a New Pump and Motor at Water Well Station 23 and Related Budget Amendment and a Class 1 Categorical Exemption Under CEQA

- Recommendation:**
1. Adopt a Class 1 Categorical Exemption Under CEQA Guidelines Section 15301(b);
  2. Authorize the City Manager to award a Purchase Order to Pump Repair Service Co. for the purchase and installation of a new pump and motor for Water Well Station 23 in an amount of \$289,960 plus applicable sales taxes;
  3. Authorize the City Manager to execute change order(s) not to exceed \$30,000 as contingency and subject to the appropriation of funds; and
  4. Approve the FY 2022/23 budget amendment in the Water Utility Fund to appropriate \$289,960 from the unrestricted ending fund balance to the capital outlay budget (**five affirmative Council votes required for the use of unused balances**).

**A motion was made by Council/Boardmember Becker, seconded by Council/Boardmember Hardy, to approve staff recommendation.**

**Aye:** 7 - Council/Boardmember Watanabe, Council/Boardmember Chahal, Council/Boardmember Hardy, Council/Boardmember Park, Vice Mayor/Chair Jain, Council/Boardmember Becker, and Mayor/Chair Gillmor

- 4.I [22-172](#) Action to Delegate Authority to the City Manager to Negotiate and Execute Agreements with Westlands Grape, LLC to Purchase Renewable Energy and Resource Adequacy Capacity from the Westlands Solar Park

**Recommendation:**

1. Authorize the City Manager to negotiate and execute separate purchase agreements for the purchase of renewable energy output and for the purchase of resource adequacy capacity with Westlands Grape, LLC;
2. Authorize the City Manager to execute all related documents, agreements, and administrative amendments, subject to the review and approval as to form of the City Attorney, including, but not limited to, collateral assignment agreements and security documentation, and take any and all actions as are necessary or advisable to implement and administer the agreements; and
3. Authorize the City Manager to execute amendments to procure additional renewable energy output and Resource Adequacy capacity should additional capacity become available subject to appropriation of funds and review and approval as to form of the City Attorney.

**A motion was made by Council/Boardmember Becker, seconded by Council/Boardmember Hardy, to approve staff recommendation.**

**Aye:** 7 - Council/Boardmember Watanabe, Council/Boardmember Chahal, Council/Boardmember Hardy, Council/Boardmember Park, Vice Mayor/Chair Jain, Council/Boardmember Becker, and Mayor/Chair Gillmor

- 4.J [22-1111](#) Action to Authorize the City Manager to Negotiate, Execute, and Administer Cooperative Agreement #2 with the Valley Transportation Authority for the BART Silicon Valley Phase II Extension Project

**Recommendation:** Approve and authorize the City Manager to negotiate, execute and administer Cooperative Agreement #2 with the VTA for the BART Silicon Valley Phase II Extension Project and make modifications and extend the term if needed.

**A motion was made by Council/Boardmember Becker, seconded by Council/Boardmember Hardy, to approve staff recommendation.**

**Aye:** 7 - Council/Boardmember Watanabe, Council/Boardmember Chahal, Council/Boardmember Hardy, Council/Boardmember Park, Vice Mayor/Chair Jain, Council/Boardmember Becker, and Mayor/Chair Gillmor

- 4.K      [22-1312](#)      Action to Authorize the City Manager to Negotiate, Execute, and Administer an Agreement with Capitol Corridor Joint Powers Authority to Reimburse Design Related Costs for the Protection or Relocation of City-Owned or Maintained Utilities in connection with the Union Pacific Railroad Agnew Siding Project and Related Budget Amendment

- Recommendation:**
1. Authorize the City Manager to negotiate, execute, and administer an Agreement with Capitol Corridor Joint Powers Authority to reimburse design related costs for the protection or relocation of City-owned and maintained utilities in the amount not-to-exceed \$426,620;
  2. Approve the following FY 2022/23 budget amendments:
    - A. In the General Fund, increase the transfer to the General Government Capital Fund and reduce the Capital Projects Reserve by \$132,658 **(five affirmative Council votes required for the use of unused balances)**;
    - B. In the Sewer Utility Capital Fund, increase the transfer to the General Government Capital Fund and reduce the Sanitary Sewer System Improvements project by \$233,284 **(majority affirmative Council votes required)**;
    - C. In the Water Utility Capital Fund, increase the transfer to the General Government Capital Fund and reduce the Distribution System Replacement/Restoration project by \$20,226 **(majority affirmative Council votes required)**;
    - D. In the Recycled Water Capital Fund, increase the transfer to the General Government Capital Fund and reduce the Recycled Water System Mains and Services project by \$20,226 **(majority affirmative Council votes required)**;
    - E. In the Electric Utility Capital Fund, increase the transfer to the General Government Capital Fund and reduce the New Business Estimate Work project by \$20,226 **(majority affirmative Council votes required)**; and
    - F. In the General Government Capital Fund, increase the transfer in from the General Fund Capital Project Reserve by \$132,658, increase the transfer in from the Sewer Utility Capital Fund by \$233,284, increase the transfers in from the Water Utility Capital, Recycled Water Capital, and Electric Utility Capital Funds by \$20,226 each, and establish the UPRR Agnew Siding Project - City Utility Protection/Relocation project in the amount of \$426,620. **(five affirmative Council votes required to appropriate additional revenue)**.
  3. Authorize the City Manager to amend the Agreement to include construction related costs for an additional amount up to \$5,000,000, for an aggregate not to exceed amount of \$5,426,620, subject to the

appropriation of funds; and

4. Authorize the City Manager to execute any and all documents associated with, and necessary for the award, completion, and acceptance of the construction of the Project and to extend the term.

**A motion was made by Council/Boardmember Becker, seconded by Council/Boardmember Hardy, to approve staff recommendation.**

**Aye:** 7 - Council/Boardmember Watanabe, Council/Boardmember Chahal, Council/Boardmember Hardy, Council/Boardmember Park, Vice Mayor/Chair Jain, Council/Boardmember Becker, and Mayor/Chair Gillmor

- 4.L**      [22-1443](#)      Action on a Pole Contact Agreement with Level 3 Telecom, LP to Allow the Attachment of Facilities on City-Owned Poles

**Recommendation:** Determine the proposed action is exempt from CEQA pursuant to Section 15303 of Title 14 of the California Code of Regulations and authorize the City Manager to execute the Pole Contact Agreement with Level 3 Telecom, LP to allow the attachment of facilities on City-owned poles and take any actions as necessary to implement and administer the Agreement.

**A motion was made by Council/Boardmember Becker, seconded by Council/Boardmember Hardy, to approve staff recommendation.**

**Aye:** 7 - Council/Boardmember Watanabe, Council/Boardmember Chahal, Council/Boardmember Hardy, Council/Boardmember Park, Vice Mayor/Chair Jain, Council/Boardmember Becker, and Mayor/Chair Gillmor

- 4.M**      [22-1457](#)      Action on an Affordable Housing Agreement with Taylor Morrison of California, LLC for a Project located at 3035 El Camino Real

**Recommendation:**

1. Approve and authorize the City Manager to execute the Affordable Housing Agreement with Taylor Morrison of California, LLC, to execute amendments thereto, and to take any other action necessary to implement the requirement for the provision of four (4) Below Market Purchase homes within a 48-unit townhome project at 3035 El Camino Real; and
2. Authorize the recordation thereof.

**A motion was made by Council/Boardmember Becker, seconded by Council/Boardmember Hardy, to approve staff recommendation.**

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

**Recused:** 1 - Council/Boardmember Hardy

- 4.N [22-1383](#) Action on Historic Resource Inventory Property Designation and Historical Preservation Agreement (Mills Act) for 324 Madison Street and Class 31 CEQA Exemption

**Recommendation:** 1. Adopt a Class 31 Exemption under CEQA Guidelines Section 15331;  
2. Approve the addition of the property located at 324 Madison Street to the City's HRI; and  
3. Authorize the City Manager to execute a Mills Act Contract and adopt the 10-Year Restoration and Maintenance Plan associated for the property at 324 Madison Street.

**A motion was made by Council/Boardmember Becker, seconded by Council/Boardmember Hardy, to approve staff recommendation.**

**Aye:** 7 - Council/Boardmember Watanabe, Council/Boardmember Chahal, Council/Boardmember Hardy, Council/Boardmember Park, Vice Mayor/Chair Jain, Council/Boardmember Becker, and Mayor/Chair Gillmor

- 4.O [22-1390](#) Action on the Resubmittal of a Cooperative Agreement between the City of Santa Clara and the Valley Transportation Authority (VTA) for the Preparation of the Santa Clara Station Area Plan

**Recommendation:** Approve the Cooperative Agreement between the City of Santa Clara and the Valley Transportation Authority (VTA) for the preparation of the Santa Clara Area Plan.

**A motion was made by Council/Boardmember Becker, seconded by Council/Boardmember Hardy, to approve staff recommendation.**

**Aye:** 7 - Council/Boardmember Watanabe, Council/Boardmember Chahal, Council/Boardmember Hardy, Council/Boardmember Park, Vice Mayor/Chair Jain, Council/Boardmember Becker, and Mayor/Chair Gillmor

- 4.P**      [22-1465](#)      Action to Delegate Authority to the City Manager to Negotiate and Execute a Master Service Agreement for Internet Services for Silicon Valley Power and Associated Master Service Orders between the City of Santa Clara and GTT Americas, LLC and Its Affiliates

**Recommendation:**

1. Authorize the City Manager to negotiate and execute a Master Service Agreement and associated Master Service Orders between GTT Americas, LLC and its Affiliates and the City of Santa Clara for a period of up to ten years and a total maximum compensation of \$1,500,000 subject to the appropriation of funds; and
2. Authorize the City Manager to add or delete services consistent with the scope of services for the agreement and adjust future rates and take any actions as necessary to implement and administer the agreement and service orders.

**A motion was made by Council/Boardmember Becker, seconded by Council/Boardmember Hardy, to approve staff recommendation.**

**Aye:** 7 - Council/Boardmember Watanabe, Council/Boardmember Chahal, Council/Boardmember Hardy, Council/Boardmember Park, Vice Mayor/Chair Jain, Council/Boardmember Becker, and Mayor/Chair Gillmor

- 4.Q [22-1483](#) Action on a Resolution Authorizing the City Manager to Execute an Amended and Restated Affordable Housing Agreement and Negotiate and Execute Loan Project Documents with Mainline North 701, L.P. for Construction of 151 Affordable Housing Units Located at 2310 Calle Del Mundo

**Recommendation:**

1. Adopt a resolution approving and authorizing the City Manager to execute an Amended and Restated Affordable Housing Agreement with Mainline North 701, L.P. for construction of 151 affordable housing units located at 2310 Calle Del Mundo; to negotiate and execute a Loan Agreement and related project documents, consistent with the Term Sheet, as reviewed by the City Attorney for form and consistency; to execute all documents necessary (including Deeds of Trust, Promissory Notes, and Affordable Housing Agreements) to implement the Loan Agreement and close escrow; and
2. Rescind Resolution 20-8897.

**A motion was made by Council/Boardmember Becker, seconded by Council/Boardmember Hardy, to adopt Resolution 22-9166 approving and authorizing the City Manager to execute an Amended and Restated Affordable Housing Agreement with Mainline North 701, L.P. for construction of 151 affordable housing units located at 2310 Calle Del Mundo; to negotiate and execute a Loan Agreement and related project documents, consistent with the Term Sheet, as reviewed by the City Attorney for form and consistency; to execute all documents necessary (including Deeds of Trust, Promissory Notes, and Affordable Housing Agreements) to implement the Loan Agreement and close escrow; and rescind Resolution 20-8897.**

**Aye:** 7 - Council/Boardmember Watanabe, Council/Boardmember Chahal, Council/Boardmember Hardy, Council/Boardmember Park, Vice Mayor/Chair Jain, Council/Boardmember Becker, and Mayor/Chair Gillmor



- 4.R     [22-1320](#)     Action on an Amendment to an Affordable Housing Agreement with Legend SantaClara, LLC for Condominium Housing at 1890 El Camino Real and Delegation of Authority to the City Manager to Execute Basic AHAs.

**Recommendation:** 1. Approve and authorize the City Manager or designee, to execute an amendment to the Affordable Housing Agreement with Legend SantaClara, LLC to execute amendments thereto and to take any other action necessary to implement the requirement for the provision of five (5) Below Market Purchase (BMP) units and payment of the BMP in-lieu fee for a fractional unit within a 56-unit housing project at 1890 El Camino Real.  
2. Delegate to the City Manager the authority to execute or amend affordable housing agreements for projects developed in accordance with the provisions of with SCCC Chapter 17.40, Citywide Affordable Housing Requirements, subject to final review and approval of such agreements by the Office of the City Attorney. All projects requiring an exception or modification to the Citywide Affordable Housing Requirements shall continue to be brought to the City Council for approval.

**A motion was made by Council/Boardmember Becker, seconded by Council/Boardmember Hardy, to approve staff recommendation.**

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

**Recused:** 1 - Council/Boardmember Chahal

- 4.S      [22-1366](#)      Action on Amending the Design Professional Services Agreement with Gates and Associates Landscape Architecture, Inc., Increasing Contingency in the Construction Contract with Robert A Bothman Construction for Unforeseen Conditions Associated with the Montague Park Rehabilitation Project and Related Budget Amendment

**Recommendation:**

1. Authorize the City Manager to amend the design professional services agreement with Gates and Associates Landscape Architecture, Inc. for the Montague Park Rehabilitation Project to increase the Additional Services by \$64,800 to a total contract amount not-to-exceed \$675,615;
2. Increase the contingency amount in the Construction Contract with Robert A. Bothman Construction for the Montague Park Rehabilitation Project from \$563,479 to 1,063,479 and authorize the City Manager to execute change orders up to approximately 20 percent of the original contract price, or \$1,063,479, for a total not-to-exceed amount of \$6,698,264; and
3. Approve the following FY 2022/23 budget amendment to increase the Montague Park Enhancement project appropriation by \$564,800 (from \$6,896,480 to \$7,461,280) and decrease the Parks and Recreation Capital Fund Mitigation Fee Act fund balance by the same amount **(five affirmative Council votes required for the use of unused balances)**.

**A motion was made by Council/Boardmember Becker, seconded by Council/Boardmember Hardy, to approve staff recommendation.**

**Aye:** 7 - Council/Boardmember Watanabe, Council/Boardmember Chahal, Council/Boardmember Hardy, Council/Boardmember Park, Vice Mayor/Chair Jain, Council/Boardmember Becker, and Mayor/Chair Gillmor

- 4.T      [22-1436](#)      Action on Amendments to Agreements with Davey Tree Surgery Company, Advanced Chemical Transport, Inc., Koffler Electrical Mechanical Apparatus Repair, Inc., and Allied Power Group, LLC

- Recommendation:**
1. Authorize the City Manager to negotiate and execute Amendment No. 3 to the Agreement with Davey Tree Surgery Company for line clearance tree trimming services, to extend the term to June 30, 2023, and increase maximum compensation by \$2,650,000 for a revised not-to-exceed maximum compensation of \$13,500,000;
  2. Authorize the City Manager to negotiate and execute Amendment No. 3 to the Agreement with Advanced Chemical Transport, Inc. for hazardous waste management services, to extend the term to June 30, 2023, and increase maximum compensation by \$400,000 for a revised not-to-exceed maximum compensation of \$1,800,000;
  3. Authorize the City Manager to negotiate and execute Amendment No. 3 to the Agreement with Koffler Electrical Mechanical Apparatus Repair, Inc. for pump and motor repair services, to extend the term to June 30, 2023, and increase maximum compensation by \$200,000 for a revised not-to-exceed maximum compensation of \$750,000; and
  4. Authorize the City Manager to negotiate and execute Amendment No. 4 to the Agreement with Allied Power Group for repairs at the Gianera Generating Station to extend the term to December 31, 2024, with no change to the maximum compensation amount of \$9,000,000.

**A motion was made by Council/Boardmember Becker, seconded by Council/Boardmember Hardy, to approve staff recommendation.**

**Aye:** 7 - Council/Boardmember Watanabe, Council/Boardmember Chahal, Council/Boardmember Hardy, Council/Boardmember Park, Vice Mayor/Chair Jain, Council/Boardmember Becker, and Mayor/Chair Gillmor

- 4.U [22-1206](#) Action on Amendments to Agreements with DKS, Kimley-Horn, and W-Trans for Traffic Engineering Support

**Recommendation:**

1. Approve and authorize the City Manager to execute Amendment No. 1 in the amount of \$66,700 to the agreement with DKS Associates for traffic engineering consulting support services, with a term ending on July 1, 2024 and a total amount not-to exceed \$150,000;
2. Approve and authorize the City Manager to execute Amendment No. 1 in the amount of \$66,700 to the agreement with Kimley-Horn and Associates, Inc. for traffic engineering consulting support services, with a term ending on July 1, 2024 for a total amount not-to exceed \$150,000;
3. Approve and authorize the City Manager to execute Amendment No. 1 in the amount of \$66,700 to the agreement with Whitelock & Weinberger Transportation, Inc., dba W-Trans, for traffic engineering consulting support services, for a term ending on July 1, 2024 for a total amount not-to exceed \$150,000; and
4. Authorize the City Manager to make modifications to the agreements, including time extensions as necessary up to July 1, 2026, and amend the not-to-exceed amounts, as long as the cumulative compensation of all three agreements does not exceed \$650,000 subject to the appropriation of funds.

**A motion was made by Council/Boardmember Becker, seconded by Council/Boardmember Hardy, to approve staff recommendation.**

**Aye:** 7 - Council/Boardmember Watanabe, Council/Boardmember Chahal, Council/Boardmember Hardy, Council/Boardmember Park, Vice Mayor/Chair Jain, Council/Boardmember Becker, and Mayor/Chair Gillmor

- 4.V [22-1364](#) Action on Amendment No. 5 to the Exclusive Negotiation Agreement and Amendment No. 3 for the Amended and Restated License Agreement with Habitat for Humanity East Bay / Silicon Valley for 3575 De La Cruz Boulevard

**Recommendation:** Approve and authorize the City Manager to execute Amendment No.5 to the Exclusive Negotiation Agreement (ENA) and the Amendment No. 3 to the Amended and Restated license agreement with Habitat for Humanity East Bay / Silicon Valley for the development 3575 De La Cruz Boulevard.

**A motion was made by Council/Boardmember Becker, seconded by Council/Boardmember Hardy, to approve staff recommendation.**

**Aye:** 7 - Council/Boardmember Watanabe, Council/Boardmember Chahal, Council/Boardmember Hardy, Council/Boardmember Park, Vice Mayor/Chair Jain, Council/Boardmember Becker, and Mayor/Chair Gillmor

- 4.W     [22-171](#)     Action on a Resolution Authorizing the Use of City Electric Forces for New Dark Fiber Installations at Various Locations

**Recommendation:** Determine the proposed actions are exempt from CEQA pursuant to Sections 15302 (c) and 15303 of the California Code of Regulations and adopt a Resolution authorizing the use of City Electric Forces for work detailed in this report located at 2972 Stender Way to 2300 Owen Street, 2972 Stender Way to 2360 Owen Street, 1201 Comstock Street to 2897 Northwestern Parkway, 1201 Comstock Street to 2820 Northwestern Parkway, and 1101 Space Park Drive to 1201 Comstock Street.

**A motion was made by Council/Boardmember Becker, seconded by Council/Boardmember Hardy, to determine the proposed actions are exempt from CEQA pursuant to Sections 15302 (c) and 15303 of the California Code of Regulations and adopt Resolution 22-9167 authorizing the use of City Electric Forces for work detailed in this report located at 2972 Stender Way to 2300 Owen Street, 2972 Stender Way to 2360 Owen Street, 1201 Comstock Street to 2897 Northwestern Parkway, 1201 Comstock Street to 2820 Northwestern Parkway, and 1101 Space Park Drive to 1201 Comstock Street.**

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

**Recused:** 1 - Council/Boardmember Chahal

- 4.X [22-1449](#) Action on a Resolution Delegating Authority to the City Manager to Execute Documents Associated with the State of California Local Assistance Specified Grant for the Central Park Arbor Playground (Magical Bridge All Inclusive Playground) and Related Budget Amendments

**Recommendation:**

1. Adopt a Resolution Delegating Authority to the City Manager to Execute all Documents Associated with State of California Local Assistance Specified Grant;
2. Approve the FY 2022/23 budget amendment to appropriate the State of California Local Assistance Specified Grant in the Parks and Recreation Capital Fund and increase the project appropriation by \$800,000 (**five affirmative Council votes required to appropriate additional revenue**).

**A motion was made by Council/Boardmember Becker, seconded by Council/Boardmember Hardy, to adopt Resolution 22-9168 delegating authority to the City Manager to execute all documents associated with State of California Local Assistance Specified Grant and approve FY 2022/23 budget amendment to appropriate the State of California Local Assistance Specified Grant in the Parks and Recreation Capital Fund and increase the project appropriation by \$800,000.**

**Aye:** 7 - Council/Boardmember Watanabe, Council/Boardmember Chahal, Council/Boardmember Hardy, Council/Boardmember Park, Vice Mayor/Chair Jain, Council/Boardmember Becker, and Mayor/Chair Gillmor

- 4.Y [22-1277](#) Action on a Resolution Ordering the Vacation of the Public Utility Easements, Storm Drain Easement, Wire Clearance Easement, and Water Line Easement at 2780 El Camino Real

**Recommendation:**

1. Adopt a Resolution Ordering the Vacation of the Public Utility Easements, Storm Drain Easement, Wire Clearance Easement, and Water Line Easement at 2780 El Camino Real [APN 290-16-018 (2020-21); SC 21-0022]; and
2. Authorize the recordation of the Resolution.

**A motion was made by Council/Boardmember Becker, seconded by Council/Boardmember Hardy, to adopt Resolution 22-9169 ordering the vacation of the Public Utilities Easements, Storm Drain Easement, Wire Clearance Easement, and Water Line Easement at 2780 El Camino Real [APN 290-16-018 (2020-21); SC 21-0022]; and authorize the recordation of the Resolution.**

**Aye:** 7 - Council/Boardmember Watanabe, Council/Boardmember Chahal, Council/Boardmember Hardy, Council/Boardmember Park, Vice Mayor/Chair Jain, Council/Boardmember Becker, and Mayor/Chair Gillmor

- 4.Z**     [22-1222](#)     Action on Addition of Three Community Development Department Positions Funded by Building Division Permit Fees and Related Budget Amendment

**Recommendation:** 1. Approve the addition of one Customer Service Representative, one Senior Permit Technician and one Permit Technician position in the Community Development Department's Building Division; and  
2. Approve the FY 2022/23 budget amendment in the Building Development Services Fund to increase the Community Development's Building Division appropriation by \$258,000 and decrease the unrestricted ending fund balance by \$258,000 (**five affirmative Council votes required for the use of unused balances**).

**A motion was made by Council/Boardmember Becker, seconded by Council/Boardmember Hardy, to approve staff recommendation.**

**Aye:** 7 - Council/Boardmember Watanabe, Council/Boardmember Chahal, Council/Boardmember Hardy, Council/Boardmember Park, Vice Mayor/Chair Jain, Council/Boardmember Becker, and Mayor/Chair Gillmor

- 4.AA**     [22-1091](#)     Action to Adopt a Resolution Establishing a Suicide Prevention Policy and Mental Health Promotion for the Community

**Recommendation:** Adopt a Resolution Establishing a Suicide Prevention Policy and Mental Health Promotion

**A motion was made by Council/Boardmember Becker, seconded by Council/Boardmember Hardy, to adopt Resolution 22-9170 establishing a Suicide Prevention Policy and Mental Health Promotion.**

**Aye:** 7 - Council/Boardmember Watanabe, Council/Boardmember Chahal, Council/Boardmember Hardy, Council/Boardmember Park, Vice Mayor/Chair Jain, Council/Boardmember Becker, and Mayor/Chair Gillmor

- 4.BB**     [22-1421](#)     Action on a Request for a Special Permit to Allow a Christmas Tree Sales Lot at 3705 El Camino Real from December 6, 2022 through December 24, 2022

**Recommendation:** Approve the Request of a Special Permit to allow a Christmas Tree Sales Lot from December 6, 2022 through December 24, 2022 at 3705 El Camino Real, subject to conditions.

**A motion was made by Councilmember Becker, seconded by Councilmember Hardy, to approve staff recommendation.**

**Aye:** 7 - Council/Boardmember Watanabe, Council/Boardmember Chahal, Council/Boardmember Hardy, Council/Boardmember Park, Vice Mayor/Chair Jain, Council/Boardmember Becker, and Mayor/Chair Gillmor

- 4.CC [22-1434](#) Action on Installation of Electric Vehicle Charging Stations on City-owned Land and Public Right-of-Way

**Recommendation:** Authorize the City Manager to negotiate opportunities and approve agreements, leases, and all related documents to install up to 100 new EV charging stations at City-owned or managed properties/facilities, land, and public right-of-way.

**A motion was made by Council/Boardmember Becker, seconded by Council/Boardmember Hardy, to approve staff recommendation.**

**Aye:** 7 - Council/Boardmember Watanabe, Council/Boardmember Chahal, Council/Boardmember Hardy, Council/Boardmember Park, Vice Mayor/Chair Jain, Council/Boardmember Becker, and Mayor/Chair Gillmor

- 4.DD [22-1481](#) Action on a Resolution Approving the 2023 Civil Service Commission Calendar of Meetings, and Setting the Number and Start Time of Regular Meetings of the Civil Service Commission

**Recommendation:** Adopt a Resolution approving the 2023 Civil Service Commission Calendar of Meetings, and setting the number and start time of regular Civil Service Commission meetings.

**A motion was made by Council/Boardmember Becker, seconded by Council/Boardmember Hardy, to adopt Resolution 22-9171 approving the 2023 Civil Service Commission Calendar of Meetings, and setting the number and start time of regular Civil Service Commission meetings.**

**Aye:** 7 - Council/Boardmember Watanabe, Council/Boardmember Chahal, Council/Boardmember Hardy, Council/Boardmember Park, Vice Mayor/Chair Jain, Council/Boardmember Becker, and Mayor/Chair Gillmor

#### **SANTA CLARA STADIUM AUTHORITY CONSENT CALENDAR**

- 5.A [22-1394](#) Action on Stadium Authority Bills and Claims for the Month of October 2022

**Recommendation:** Approve the list of Stadium Authority Bills and Claims for October 2022.

**A motion was made by Boardmember Becker, seconded by Boardmember Hardy, to approve staff recommendation.**

**Aye:** 7 - Council/Boardmember Watanabe, Council/Boardmember Chahal, Council/Boardmember Hardy, Council/Boardmember Park, Vice Mayor/Chair Jain, Council/Boardmember Becker, and Mayor/Chair Gillmor



- 5.B [22-1369](#) Action on the Santa Clara Stadium Authority Financial Status Report for Quarter Ending September 30, 2022

**Recommendation:** Note and file the Santa Clara Stadium Authority Financial Status Report for the Quarter Ending September 30, 2022.

**A motion was made Boardmember Becker, seconded by Boardmember Hardy, that this item be Approved.**

**Aye:** 7 - Council/Boardmember Watanabe, Council/Boardmember Chahal, Council/Boardmember Hardy, Council/Boardmember Park, Vice Mayor/Chair Jain, Council/Boardmember Becker, and Mayor/Chair Gillmor

- 5.C [22-1415](#) Action on the Stadium Manager's Request to Execute an Amendment to Existing Owner's Club Stadium Builders License Agreements to Extend the Term by One Year Due to COVID-19 Impacts

**Recommendation:** Alternatives 1 and 2:

1. Approve the Amendment to existing Owner's Club SBL Agreements; and
2. Authorize the Executive Director and Stadium Manager to execute the Amendment to existing Owner's Club SBL Agreements.

**A motion was made by Boardmember Becker, seconded by Boardmember Hardy, to approve staff recommendation.**

**Aye:** 7 - Council/Boardmember Watanabe, Council/Boardmember Chahal, Council/Boardmember Hardy, Council/Boardmember Park, Vice Mayor/Chair Jain, Council/Boardmember Becker, and Mayor/Chair Gillmor

- 5.D [22-1266](#) Action on the City of Santa Clara Audited Annual Comprehensive Financial Report (ACFR) and Audited Silicon Valley Power (SVP) Financial Statements for Fiscal Year Ended June 30, 2022, as Recommended by the Audit Committee

**Recommendation:** Note and file, as recommended by the Audit Committee:

1. The audited City of Santa Clara Annual Comprehensive Financial Report (ACFR) for fiscal year ended June 30, 2022; and
2. The audited City of Santa Clara Electric Utility Enterprise Fund (Silicon Valley Power) Financial Statements for fiscal year ended June 30, 2022.

**A motion was made by Boardmember Becker, seconded by Boardmember Hardy, to approve staff recommendation.**

**Aye:** 7 - Council/Boardmember Watanabe, Council/Boardmember Chahal, Council/Boardmember Hardy, Council/Boardmember Park, Vice Mayor/Chair Jain, Council/Boardmember Becker, and Mayor/Chair Gillmor

- 5.E Action on Request Submitted by Stadium Manager to Execute Agreement with LCPtracker, Inc. for Labor Compliance Software Subscription Service

- 5.E.1 [22-1397](#) Request from the Stadium Manager to Execute Agreement with LCPtracker, Inc. for Labor Compliance Software Subscription Service
- 5.E.2 [22-1398](#) Report from Stadium Authority Regarding Stadium Manager's Request to Execute Agreement with LCPtracker, Inc. for Labor Compliance Software Subscription Service

**Recommendation:**

1. Approve the Stadium Manager's request to execute an agreement with LCPtracker for a cloud-based labor compliance software subscription in the amount of \$13,090 for a one-year period, from December 14, 2022 to December 15, 2023; and,
2. Authorize the Executive Director to approve the Stadium Manager's execution of annual renewal for subscription services for an additional two years from December 15, 2023 through December 14, 2025 for the agreement with LCPtracker, subject to budget appropriations.

**A motion was made by Boardmember Becker, seconded by Boardmember Hardy, to approve staff recommendation.**

**Aye:** 7 - Council/Boardmember Watanabe, Council/Boardmember Chahal, Council/Boardmember Hardy, Council/Boardmember Park, Vice Mayor/Chair Jain, Council/Boardmember Becker, and Mayor/Chair Gillmor

5.F Action on Request Submitted by Stadium Manager to Award Purchase Orders to EyeP Solutions, Inc. for the Parking Lot Camera Upgrades CapEx Project and Bowl Camera Upgrade/Refurbishment CapEx Project

- 5.F.1 [22-1405](#) Request from the Stadium Manager to Award Purchase Orders to EyeP Solutions, Inc. for the Parking Lot Camera Upgrades CapEx Project and Bowl Camera Upgrade/Refurbishment CapEx Project
- 5.F.2 [22-1406](#) Report from the Stadium Authority for Action Regarding Stadium Manager's Request to Award Purchase Orders to EyeP Solutions, Inc. for the Parking Lot Camera Upgrades CapEx Project and Bowl Camera Upgrade/Refurbishment CapEx Project

**Recommendation:**

1. Approve the Stadium Manager's request to award a purchase order to EyeP Solutions, Inc. in the amount of \$41,030 to replace cameras in the Great America parking Lot with AXIS cameras and related accessories and install additional cameras in the Gold Lot 4/5 parking areas (Parking Lot Camera Upgrades CapEx Project); and
2. Approve the Stadium Manager's request to award a purchase order to EyeP Solutions, Inc. in the amount of \$120,008 to replace cameras in the seating bowl with AXIS cameras (Bowl Camera Upgrade/Refurbishment CapEx Project).

**A motion was made by Boardmember Becker, seconded by Boardmember Hardy, to approve staff recommendation.**

**Aye:** 7 - Council/Boardmember Watanabe, Council/Boardmember Chahal, Council/Boardmember Hardy, Council/Boardmember Park, Vice Mayor/Chair Jain, Council/Boardmember Becker, and Mayor/Chair Gillmor

5.G Action on Request Submitted by Stadium Manager to Award Agreement to California United Mechanical, Inc. for the Cooling Towers CapEx Project and Related Budget Amendment

**5.G.1**    [22-1413](#)       Request from Stadium Manager to Award Agreement to California United Mechanical, Inc. for the Cooling Towers CapEx Project and Related Budget Amendment

**5.G.2**    [22-1414](#)       Report from the Stadium Authority for Action Regarding Stadium Manager's Request to Award Agreement to California United Mechanical, Inc. for the Cooling Towers CapEx Project and Related Budget Amendment

**Recommendation:**

1. Approve a budget amendment for the Cooling Towers line item in the Stadium Authority FY 2022/23 CapEx Budget to increase the budget by \$89,768 from the Capital Expense Reserve;
2. Approve the Stadium Manager's request to award a one-time agreement to California United Mechanical, Inc. to replace internal parts and systems for the cooling towers at Levi's Stadium (Cooling Towers CapEx Project) in the amount of \$117,350;
3. Authorize the Executive Director to approve the execution of any and all documents associated with, and necessary for the award, completion, and acceptance of the project; and
4. Authorize the Executive Director to approve the execution of change orders up to 10% of the contract cost (\$11,735), for a total not to exceed construction agreement amount of \$129,085.

**A motion was made by Boardmember Becker, seconded by Boardmember Hardy, to approve staff recommendation.**

**Aye:** 7 - Council/Boardmember Watanabe, Council/Boardmember Chahal, Council/Boardmember Hardy, Council/Boardmember Park, Vice Mayor/Chair Jain, Council/Boardmember Becker, and Mayor/Chair Gillmor

5.H Action on Request Submitted by Stadium Manager to Award Agreement to Bear Electrical Solutions, Inc. for the Broadcast Booth Power CapEx Project and Related Budget Amendment

**5.H.1**    [22-1416](#)       Request from the Stadium Manager to Award Agreement to Bear Electrical Solutions, Inc. for the Broadcast Booth Power CapEx Project and Related Budget Amendment

- 5.H.2 [22-1417](#) Report from the Stadium Authority for Action Regarding Stadium Manager's Request to Award Agreement to Bear Electrical Solutions, Inc. for the Broadcast Booth Power CapEx Project and Related Budget Amendment

**Recommendation:**

1. Approve a budget amendment for the Broadcast Booth Power line item in the Stadium Authority FY 2022/23 CapEx Budget to increase the budget by \$39,893 from the Capital Expense Reserve;
2. Approve the Stadium Manager's request to award an agreement to Bear Electrical Solutions, Inc. in the amount of \$28,800 to implement supplemental lighting power and controls in the broadcast booth at Levi's Stadium for the Broadcast Booth Power CapEx Project;
3. Authorize the Executive Director to approve the Stadium Manager's execution of any and all documents associated with, and necessary for the award, completion, and acceptance of the project; and
4. Authorize the Executive Director to approve the Stadium Manager's execution of change orders for the agreement up to \$2,880, for a total not to exceed amount of \$31,680.

**A motion was made by Boardmember Becker, seconded by Boardmember Hardy, to approve staff recommendation.**

**Aye:** 7 - Council/Boardmember Watanabe, Council/Boardmember Chahal, Council/Boardmember Hardy, Council/Boardmember Park, Vice Mayor/Chair Jain, Council/Boardmember Becker, and Mayor/Chair Gillmor

- 5.I Action on Request Submitted by Stadium Manager for Approval to Issue Purchase Orders to Benjamin Litho, Inc. for Printing and Mailing Services

- 5.I.1 [22-1444](#) Request from Stadium Manager for Approval to Issue Purchase Orders to Benjamin Litho, Inc. for Printing and Mailing Services

- 5.I.2 [22-1445](#) Report from the Stadium Authority for Action Regarding Stadium Manager's Request to Issue Purchase Orders to Benjamin Litho, Inc. for Printing and Mailing Services

**Recommendation:**

1. Approve the Stadium Manager's request to issue a purchase order to Benjamin Litho, Inc. in an amount not to exceed \$9,300 inclusive of postage fees and applicable sales tax for printing and mailing 2023 SBL invoices; and
2. Approve the Stadium Manager's request to issue a purchase order to Benjamin Litho, Inc. in the amount of \$1,080 inclusive of applicable sales tax and delivery for printing tags for Guest Services.

**A motion was made by Boardmember Becker, seconded by Boardmember Hardy, to approve staff recommendation.**

**Aye:** 7 - Council/Boardmember Watanabe, Council/Boardmember Chahal, Council/Boardmember Hardy, Council/Boardmember Park, Vice Mayor/Chair Jain, Council/Boardmember Becker, and Mayor/Chair Gillmor

5.J Action on Request Submitted by Stadium Manager to Award Agreement to Fluoresco Services, LLC for Replacement Wayfinding Signage and Maps at Levi's Stadium (Updated Stadium Wayfinding Signage CapEx Project)

**5.J.1**     [22-1440](#)     Request from the Stadium Manager to Award Agreement to Fluoresco Services, LLC for Replacement Wayfinding Signage and Maps at Levi's Stadium (Updated Stadium Wayfinding Signage CapEx Project)

**5.J.2**     [22-1441](#)     Report from the Stadium Authority for Action Regarding Stadium Manager's Request to Award Agreement to Fluoresco Services, LLC for Replacement Wayfinding Signage and Maps at Levi's Stadium (Updated Stadium Wayfinding Signage CapEx Project)

**Recommendation:**

1. Approve the Stadium Manager's request to award an agreement to Fluoresco Services, LLC in the amount of \$112,486 to replace existing signage with new wayfinding signage and maps at Levi's Stadium;
2. Authorize the Executive Director to approve the Stadium Manager's execution of any and all documents associated with, and necessary for the award, completion, and acceptance of the project; and
3. Authorize the Executive Director to approve the Stadium Manager's execution of change orders for the agreement up to \$11,249, for a total not to exceed construction agreement amount of \$123,735.

**A motion was made Boardmember Becker, seconded by Boardmember Hardy, to approve staff recommendation.**

**Aye:** 7 - Council/Boardmember Watanabe, Council/Boardmember Chahal, Council/Boardmember Hardy, Council/Boardmember Park, Vice Mayor/Chair Jain, Council/Boardmember Becker, and Mayor/Chair Gillmor

## **PUBLIC PRESENTATIONS**

**Public Speaker** thanked **City Manager Batra** for connecting him with two police captains to address his issues regarding illegal vendors at Levi's Stadium.

**Mary Grizzle** spoke about Reclaiming Our Downtown.

**Kirk Vartan** spoke about Ethics and Governance Committee meeting held on December 5, 2022 and stated that he expected the Committee to hold a discussion on ethics and expressed disappointment that it had not.

**Wanda Buck** spoke about the Ethics and Governance Committee meeting held on December 5, 2022 and expressed concerns of divisiveness on the Council.

**22-1522** PUBLIC PRESENTATIONS POST MEETING MATERIAL

## **CONSENT ITEMS PULLED FOR DISCUSSION**

## **PUBLIC HEARING/GENERAL BUSINESS**

6. [22-14745](#) Action on FY 2021/22 Budget Year-End Report and Approve the Related Budget Amendments

**Recommendation:** 1. Note and file the FY 2021/22 Budget Year-End Report;  
2. Approve the FY 2021/22 Budget Amendments to address necessary budget ratifications as set forth in Attachment 1 of this report (**five affirmative Council votes required for revenue actions and the use of unused balances as noted for each item in Attachment 1**); and  
3. Approve the FY 2022/23 Budget Amendments as set forth in Attachment 2 of this report (**five affirmative Council votes required for revenue actions and the use of unused balances as noted for each item in Attachment 2**).

**Finance Director Lee** gave a PowerPoint presentation.

**Council** comments and questions followed.

**Finance Director Lee** responded and addressed council questions.

Additional **Council** questions followed and **Finance Director Lee** responded to those questions.

**A motion was made by Councilmember Watanabe, seconded by Councilmember Park, to approve staff recommendation.**

**Aye:** 7 - Councilmember Watanabe, Councilmember Chahal, Councilmember Hardy, Councilmember Park, Vice Mayor Jain, Councilmember Becker, and Mayor Gillmor

7. [22-1231](#) Public Hearing: Action on a Resolution Amending Rate Schedules for Electric Services for All Classes of Customers, Effective January 1, 2023

**Recommendation:** Adopt a Resolution amending Rate Schedules for Electric Services to Increase Electric Rates and Charges in Each Rate Schedule by Eight Percent (8%), effective January 1, 2023.

**Chief Electric Utilities Officer Pineda** gave a PowerPoint presentation.

**Council** comments and questions followed.

**Chief Electric Utilities Officer Pineda** responded and addressed **Council** questions.

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

**Aye:** 7 - Councilmember Watanabe, Councilmember Chahal, Councilmember Hardy, Councilmember Park, Vice Mayor Jain, Councilmember Becker, and Mayor Gillmor

**A motion was made by Councilmember Becker, seconded by Councilmember Hardy, to adopt Resolution 22-9172 amending rate schedules for electric services to increase electric rates and charges in each rate schedule by eight percent (8%) effective January 1, 2023.**

**Aye:** 7 - Councilmember Watanabe, Councilmember Chahal, Councilmember Hardy, Councilmember Park, Vice Mayor Jain, Councilmember Becker, and Mayor Gillmor

8. [22-1285](#) Action on Appointment of a Santa Clara Station Area Plan Task Force

**Recommendation:** 1. Appoint a Task Force to support the preparation of the Santa Clara Station Area Plan with membership including: Dan Ondrasek - Representative of Reclaiming Our Downtown (ROD); Dave Schoenwetter - Representative of Santa Clara University; Patricia Leung - Representative of the Historical and Landmarks Commission; Candida Diaz - Representative of the Cultural Commission; Rob Mayer - Architect and Santa Clara resident; Jane Casamajor - Representative of the Bicycle Pedestrian Advisory Committee; and a representative of the Old Quad Residents Association (OQRA) to be subsequently determined.

**Community Director Crabtree** gave a PowerPoint presentation.

Public Speakers:  
Mark Kelsey  
Adam Thompson  
Jonathon Evans  
Patricia Leung  
Kirk Vartan

**A motion was made by Councilmember Becker, seconded by Councilmember Chahal, to appoint Jonathon Evans as the Old Quad Residents Association representative with an amendment to expand the task force by Council appointment with one at-large member; one member from the SES Hall; one member from the business community; and one member that is a transportation advocate.**

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

**Nay:** 1 - Councilmember Park



9. [22-1476](#) Actions to Adopt a Resolution Approving and Adopting Updated Salary Plans for Various As-Needed, Classified, and Unclassified Positions, Including City Manager

**Recommendation:** 1. Adopt a Resolution to approve the revised salary plans for various classified, unclassified, and as-needed positions, including the position of City Manager to satisfy the requirements of California Code of Regulations Section 570.5 effective December 25, 2022.

**Human Resources Director Azevedo** provided a verbal report.

**A motion was made by Councilmember Hardy, seconded by Councilmember Watanabe, to adopt Resolution 22-9173 to approve the revised salary plan as corrected for various classified, unclassified, and as-needed positions, including the position of City Manager to satisfy the requirements of California Code of Regulations Section 570.5 effective December 25, 2022.**

**Aye:** 7 - Councilmember Watanabe, Councilmember Chahal, Councilmember Hardy, Councilmember Park, Vice Mayor Jain, Councilmember Becker, and Mayor Gillmor

#### **REPORTS OF MEMBERS AND SPECIAL COMMITTEES**

**Councilmember Watanabe** reported that she attended a County of Santa Clara Human Trafficking Committee meeting last week.

#### **CITY MANAGER/EXECUTIVE DIRECTOR REPORT**

**City Manager Batra** stated that there is a Special City Council and Authorities Concurrent Meeting on Thursday, December 8, 2022.

#### **ADJOURNMENT**

**22-1519** Adjournment Memo

**A motion was made by Council/Boardmember Hardy, seconded by Council/Boardmember Becker, to adjourn meeting at 9:45 p.m. in memory of Charlie Tucker and Patricia Ann Deto.**

**Aye:** 7 - Council/Boardmember Watanabe, Council/Boardmember Chahal, Council/Boardmember Hardy, Council/Boardmember Park, Vice Mayor/Chair Jain, Council/Boardmember Becker, and Mayor/Chair Gillmor

**The next regular scheduled meeting is on Tuesday, December 13, 2022 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.

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) <<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.



# City of Santa Clara

## Minutes

### Special Meetings of the Council and Authorities

### Concurrent Meeting and Santa Clara Stadium Authority

12/08/2022

5:00 PM

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

The City of Santa Clara will be conducting City Council meetings in a hybrid manner (in-person and continues to have methods for the public to participate remotely). Pursuant to Government Code Section 54953(e) and City of Santa Clara Resolution No. 22-9160 Councilmembers may teleconference from remote locations and the City continues to provide methods for the public to participate remotely:

- Via Zoom:
  - o <https://santaclaraca.zoom.us/j/99706759306>

Meeting ID: 997-0675-9306 or

- o Phone: 1(669) 900-6833
- Via the City's eComment

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.

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 Governing Board of the City Council, Housing Authority and Sports and Open Space Authority and the Stadium Authority and the Stadium Authority, to commence and convene on December 8, 2022, 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.

**Closed Session - 5:00 PM | Special Meeting - 5:30 PM**

#### **5:00 PM CLOSED SESSION**

#### **Call to Order in the Council Chambers**

**Mayor Gillmor** called the Closed Session meeting to order at 5:01 p.m.

## Roll Call

**Councilmember Park** arrived at 5:02 p.m.

**Councilmembers Watanabe and Hardy arrived** at approximately 5:15 p.m.

**Present:** 5 - Councilmember Kevin Park, Vice Mayor Suds Jain, Councilmember Anthony Becker, Councilmember Raj Chahal, and Mayor Lisa M. Gillmor

**Absent:** 2 - Councilmember Kathy Watanabe, and Councilmember Karen Hardy

1. [22-1506](#) Conference with Legal Counsel-Anticipated Litigation (CC)  
Pursuant to Gov. Code § 54956.9(d)(4) - Initiation to litigation  
Number of potential cases: 1

## Public Comment

There were none.

## Convene to Closed Session (Council Conference Room)

**Council** convened into Closed Session 5:03 p.m.

## 5:30 PM SPECIAL MEETING

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

**Absent:** 1 - Council/Boardmember Kevin Park

## Call to Order

**Mayor/Chair Gillmor** called the Open Session to order at 6:32 p.m.

## **Pledge of Allegiance and Statement of Values**

**Council/Board** recited the Pledge of Allegiance.

**Council/Boardmember Chahal** read the Statement of Values.

**Deputy City Clerk/Secretary Estabillo** recited the AB23 Announcement and the Statement of Behavioral Standards.

**Deputy City Clerk/Secretary Estabillo** also noted that any registered Lobbyist must identify themselves and whom they represent when speaking at a public meeting.

## **REPORTS OF ACTION TAKEN IN CLOSED SESSION MATTERS**

**Mayor/Chair Gillmor** stated there were no reportable actions taken in Closed Session.

## **CONTINUANCES/EXCEPTIONS/RECONSIDERATIONS**

There were none.

## **CONSENT CALENDAR**

**Vice Mayor/Chair Jain** and **Council/Boardmember Chahal** pulled Item 2.B from the Consent Calendar.

**A motion was made by Council/Boardmember Becker, seconded by Council/Boardmember Hardy, to approve the balance of the Consent Calendar (except Item 2.B).**

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

**Absent:** 1 - Council/Boardmember Park

**A motion was made by Council/Boardmember Chahal, seconded by Council/Boardmember Hardy, to excuse Council/Boardmember Park from the Open Session.**

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

**Absent:** 1 - Council/Boardmember Park

- 2.A**     [22-1368](#)     Action on a Joint Resolution Delegating Authority to the City Manager/Executive Director for City/Santa Clara Stadium Authority/Contract Administrator for Sports and Open Space Authority/Executive Director for Housing Authority During the period from December 14, 2022 to January 9, 2023

**Recommendation:** That the City Council/Stadium Authority Board/Sports and Open Space Authority/Housing Authority:

Adopt a Joint Resolution delegating authority to the City Manager/Executive Officer for City/Santa Clara Stadium Authority/Contract Administrator for Sports and Open Space Authority/Executive Director for Housing Authority to approve project related documents during the period from December 14, 2022 to January 9, 2023 and requiring the City Manager/Executive Director/Contract Administrator to submit a report on actions taken during the Council recess at a City Council/Stadium Authority/Sports and Open Space Authority/Housing Authority meeting in January 2023.

**A motion was made by Council/Boardmember Becker, seconded by Council/Boardmember Hardy, to adopt Resolution 22-9174 delegating authority to the City Manager/Executive Officer for City/Santa Clara Stadium Authority/Contract Administrator for Sports and Open Space Authority/Executive Director for Housing Authority to approve project related documents during the period from December 14, 2022 to January 9, 2023 and requiring the City Manager/Executive Director/Contract Administrator to submit a report on actions taken during the Council recess at City Council/Stadium Authority/Sports and Open Space Authority/Housing Authority meeting in January 2023.**

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

**Absent:** 1 - CouncilBoardmember Park

- 2.C**     [22-1482](#)     Action on License Agreement with Related Santa Clara Granting Temporary Right of Entry to City-Owned Tasman Garage Located at 2525 Tasman Drive

**Recommendation:** Alternative 1: Authorize the City Manager to negotiate and execute the License Agreement granting temporary right of entry with Related Santa Clara to the City-owned Tasman Garage to construct pedestrian and vehicle connections from the Related Santa Clara project to the City garage located at 2525 Tasman Drive.

**A motion was made by Council/Boardmember Becker, seconded by Council/Boardmember Hardy, to approve staff recommendation.**

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

**Absent:** 1 - Council/Boardmember Park

**2.D**     [22-987](#)     Action on Agreements for Professional Services for the Benton Bicycle Lanes, De La Cruz Boulevard Class IV Bikeway, Monroe Street Class II Buffered Bikeway, and Walsh Avenue Class IV Bikeway Projects and Related Budget Amendments

**Recommendation:**

1. Authorize the City Manager to negotiate and execute an agreement with Alta Planning + Design, Inc. to provide professional bike planning services for the Benton Bicycle Lanes project for a maximum compensation of \$285,669 and for the Monroe Street Class II Buffered Bikeway project for a maximum compensation of \$263,700 for an initial three-year term with a total maximum compensation not-to-exceed \$549,369;
2. Authorize the City Manager to negotiate and execute an agreement with Kimley-Horn and Associates, Inc. to provide professional bike planning services for the De La Cruz Boulevard Class IV Bikeway project for an initial three-year term with maximum compensation not-to-exceed \$250,083;
3. Authorize the City Manager to negotiate and execute an agreement with TJKM Transportation Consultants to provide professional bike planning services for the Walsh Avenue Class IV Bikeway project for an initial three-year term with maximum compensation not-to-exceed \$301,708;
4. Authorize the City Manager to make modifications to all three agreements, if necessary and to extend the term; and
5. Consistent with City Charter Section 1305, "*At any meeting after the adoption of the budget, the City Council may amend or supplement the budget by motion adopted by the **affirmative votes of at least five members** so as to authorize the transfer of unused balances appropriated for one purpose to another purpose, or to appropriate available revenue not included in the budget,*" approve the FY 2022/23 budget amendment in the Streets and Highways Capital Fund to increase the De La Cruz Boulevard Class IV Bikeway Study Project by \$50,083, increase the Walsh Avenue Class IV Bikeway Study Project by \$51,708, increase the Monroe Street Class II Buffered Bike Lane Study Project by \$63,700, and decrease the Pedestrian and Bicycle Enhancement Facilities Project by \$165,491.

**A motion was made by Council/Boardmember Becker, seconded by Council/Boardmember Hardy, to approve staff recommendation.**

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

**Absent:** 1 - Council/Boardmember Park

- 2.E**      [22-1458](#)      Action on First Amendment to Disposition and Development Agreement with Related Santa Clara for the Development of 240-acres of City-Owned Property located at 5155 Stars and Stripes Drive

**Recommendation:** Approve and authorize the City Manager to execute First Amendment to Disposition and Development Agreement with Related Santa Clara for the Related Santa Clara development located at 5155 Stars and Stripes Drive.

**A motion was made by Council/Boardmember Becker, seconded by Council/Boardmember Hardy, to approve staff recommendation.**

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

**Absent:** 1 - Council/Boardmember Park

- 2.F**      [22-1477](#)      Action on First Amendment to Landfill Post-Closure Operation and Management Agreement with Related Santa Clara for the Related Santa Clara project located on Former City All-Purpose Landfill at 5155 Stars and Stripes Drive

**Recommendation:** Approve and authorize the City Manager to execute the First Amendment to Landfill Post-Closure Operation and Management Agreement.

**A motion was made by Council/Boardmember Becker, seconded by Council/Boardmember Hardy, to approve staff recommendation.**

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

**Absent:** 1 - Council/Boardmember Park

## **PUBLIC PRESENTATIONS**

**22-1531**                      PUBLIC PRESENTATIONS

**Kirk Vartan** spoke about Section 8.07 of the City Charter.

## **CONSENT ITEMS PULLED FOR DISCUSSION**



**2.B**      [22-951](#)

Action on a Purchase Order with One Day Installation and Repairs, Inc. for Work Related to the Fire Damage at Eddie Souza Park Building; Related Budget Amendment; and Class 1 CEQA Categorical Exemption

**Recommendation:**

1. Authorize the City Manager to execute a purchase order with One Day Installation and Repairs, Inc. in the amount of \$259,000 for base services related to fire damage repairs at the Eddie Souza park Building;
2. Authorize a contingency of \$41,000 for any unforeseen conditions that may arise during the project for a total amount not-to-exceed \$300,000;
3. Authorize the City Manager to execute all documents associated with the project including necessary paperwork and reimbursement documents with the City's insurer, McLaren;
4. Adopt a Class 1 Categorical Exemption under CEQA Guidelines Section 15301; and
5. Approve the following FY 2022/23 Budget Amendments **(five affirmative Council votes required)**:
  - A. In the Parks and Recreation Capital Fund, increase the Other Revenue estimate by \$275,000, increase the Transfer from the General Fund by \$25,000 and establish an Eddie Souza Park Building Repair project in the amount of \$300,000.
  - B. In the General Fund, increase the Transfer to the Parks and Recreation Capital Fund by \$25,000 and decrease the Land Sale Reserve by \$25,000.

**Vice Mayor Jain** asked questions regarding the fire damages sustained at the community garden at Eddie Souza Park.

**Councilmember Chahal** provided comments regarding the time frame it took to repair the restroom at Eddie Souza Park.

**City Manager Batra** responded to the questions.

**A motion was made by Councilmember Becker, seconded by Vice Mayor Jain, to approve staff recommendation.**

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

**Absent:** 1 - Council/Boardmember Park

**PUBLIC HEARING/GENERAL BUSINESS**

3. [22-1426](#) Action on a Draft Response to the October 7, 2022 Santa Clara County Civil Grand Jury Report, "If You Only Read the Ballot, You're Being Duped"

**Recommendation:**

Approve the draft response to the 2022 Santa Clara County Civil Grand Jury Report "If You Only Read the Ballot, You're Being Duped"

**Assistant City Attorney Liz Klotz** provided a PowerPoint presentation.

**A motion was made by Councilmember Becker, seconded by Councilmember Hardy, to approve staff recommendation.**

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

**Absent:** 1 - Council/Boardmember Park

**WRITTEN PETITION (COUNCIL POLICY 030) SUBMITTED BY THE PUBLIC/COUNCIL**

**Councilmember Becker** requested to have Agenda Item 5 be heard prior to Agenda Item 4.

**Mayor Gillmor** moved Agenda Item 4 to be heard before Agenda Item 5.

5. [22-1509](#) Action on a Written Petition (Council Policy 030), Submitted by Joseph P. Goschy Requesting to Place an Agenda Item on a Future Council Meeting for Council to Address Noise Violations from New Construction that was Approved by the City

**Recommendation:** Staff makes no recommendation.

**Petitioner Joseph P. Goschy** was called to speak.

**A motion was made by Councilmember Hardy, seconded by Councilmember Becker, to refer this Written Petition to the City Manager and to return to Council with an update.**

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

**Absent:** 1 - Council/Boardmember Park

**PUBLIC HEARING/GENERAL BUSINESS**

4. [22-1501](#) Action on the Council/Board's Comment to the October 10, 2022 Santa Clara County Civil Grand Jury Report: "Unsportsmanlike Conduct: Santa Clara City Council."

**Recommendation:**

1. Consider the draft comment to the Report, including a date to implement Recommendation 4b, and propose any other revisions to the draft comment.
2. Approve the final version of the draft comment ("Comment to the Civil Grand Jury Report").
3. Authorize Mayor/Board Chair to submit the Council/Board's Comment to the Civil Grand Jury Report subject only to technical, conforming, non-substantive modifications prepared by the City Attorney's Office, to the Honorable Beth McGowan, Presiding Judge, Superior Court of California, County of Santa Clara, 191 North First Street, San Jose, California 95113, no later than Monday, January 9, 2023.

**Interim City Attorney Ngo** presented the staff report and stated that a Council consensus is needed on a date to implement Finding 4B of the Grand Jury Report.

**Council** discussion ensued.

**Public Speaker** was called.

**A motion was made by Council/Boardmember Hardy seconded by Council/Boardmember Becker to receive the World Cup 2026 bid by February 1, 2023, and implement Recommendation 4B by end of 2023.**

**Aye:** 4 - Vice Mayor/Chair Jain, Council/Boardmember Becker, Council/Boardmember Chahal, and Council/Boardmember Hardy

**Nay:** 2 - Council/Boardmember Watanabe, and Mayor/Chair Gillmor

**Absent:** 1 - Council/Boardmember Park

**Council** discussion was held on submitting a dissenting opinion with the City's response to the Grand Jury Report.

Public Speakers:  
Public Speaker  
Nancy Biagini

**A motion was made by Council/Boardmember Hardy, seconded by Council/Boardmember Becker, to approve staff recommendation and to include a cover memo to the Grand Jury Report response stating the decision was not unanimous.**

**Aye:** 4 - Vice Mayo/Chairr Jain, Council/Boardmember Becker, Council/  
Boardmember Chahal, and Council/boardmember Hardy

**Nay:** 2 - Council/Boardmember Watanabe, and Mayor/Chair Gillmor|

**Absent:** 1 - Council/Boardmember Park

#### **REPORTS OF MEMBERS AND SPECIAL COMMITTEES**

There were none.

#### **CITY MANAGER/EXECUTIVE DIRECTOR REPORT**

There were none.

[22-1508](#)

Tentative Meeting Agenda Calendar (TMAC)

#### **ADJOURNMENT**

**A motion by Council/Boardmember Becker, seconded by Council/  
Boardmember Chahal, to adjourn the meeting at 7:44 p.m.**

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

**Absent:** 1 - Council/Boardmember Park

The next regular scheduled meeting is on Tuesday, December 13, 2022 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.

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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# City of Santa Clara

## Meeting Minutes

### Council and Authorities Concurrent Meeting

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12/13/2022

7:00 PM

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

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The City of Santa Clara will be conducting City Council meetings in a hybrid manner (in-person and continues to have methods for the public to participate remotely). Pursuant to Government Code Section 54953(e) and City of Santa Clara Resolution No. 22-9160 Councilmembers may teleconference from remote locations and the City continues to provide methods for the public to participate remotely:

- Via Zoom:
  - o <https://santaclaraca.zoom.us/j/99706759306>

Meeting ID: 997-0675-9306 or

- o Phone: 1(669) 900-6833
- Via the City's eComment

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.

#### **7:00 PM COUNCIL REGULAR MEETING**

##### **Call to Order**

**Mayor Gillmor** called the meeting to order at 7:04 p.m.

##### **Pledge of Allegiance and Statement of Values**

**Councilmember Chahal** conducted the Pledge of Allegiance and read the Statement of Values.

**Assistant City Clerk Pimentel** cited the AB23 Announcement and Statement of Behavioral Standards.

##### **Roll Call**

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

### **CONTINUANCES/EXCEPTIONS/RECONSIDERATIONS**

There were none.

### **CONSENT CALENDAR**

**A motion was made by Councilmember Becker, seconded by Councilmember Park, that this item be Approved the Consent Calendar.**

**Aye:** 7 - Councilmember Watanabe, Councilmember Chahal, Councilmember Hardy, Councilmember Park, Vice Mayor Jain, Councilmember Becker, and Mayor Gillmor

#### **1.A      22-33              Board, Commissions and Committee Minutes**

**Recommendation:** Note and file the Minutes of:  
Bicycle and Pedestrian Advisory Committee - August 22, 2022  
Historical and Landmarks Commission - November 3, 2022

**A motion was made by Councilmember Becker, seconded by Councilmember Park, to approve staff recommendation.**

**Aye:** 7 - Councilmember Watanabe, Councilmember Chahal, Councilmember Hardy, Councilmember Park, Vice Mayor Jain, Councilmember Becker, and Mayor Gillmor

#### **1.B      [22-1525](#)              Action on a Resolution Extending AB 361 Implementation to Allow City Legislative Bodies to Hold Public Meetings Solely by Teleconference or Otherwise Electronically During the Governor's Proclaimed COVID State of Emergency**

**Recommendation:** Adopt a Resolution finding the existence of the need to extend AB 361 implementation to allow the City's legislative bodies to hold public meetings solely by teleconference or otherwise electronically pursuant to AB 361.

**A motion was made by Councilmember Becker, seconded by Councilmember Park, to adopt Resolution 22-9175 finding the existence of the need to extend AB 361 implementation to allow the City's legislative bodies to hold public meetings solely by teleconference or otherwise electronically pursuant to AB 361.**

**Aye:** 7 - Councilmember Watanabe, Councilmember Chahal, Councilmember Hardy, Councilmember Park, Vice Mayor Jain, Councilmember Becker, and Mayor Gillmor

## **PUBLIC PRESENTATIONS**

Public Presentation was given by the following speakers:

Sehar Awan  
Mary Grizzle  
Santa Clara County Board of Supervisor Susan Ellenberg  
Alexis  
Rosie Chen  
Public Speaker  
Kirk Vartan  
Vincent Chen  
Alex Shore with Catalyze SV

## **CONSENT ITEMS PULLED FOR DISCUSSION**

There were none.

## **PUBLIC HEARING/GENERAL BUSINESS**

2.     [22-897](#)     Adopt a Resolution Declaring the Results of the Canvass of Returns of the Consolidated General Municipal Election held on November 8, 2022 with the Statewide Gubernatorial Election

**Recommendation:** Adopt a resolution reciting the facts of the Consolidated Municipal Election held on November 8, 2022 with the Statewide Gubernatorial Election and declare the following candidates elected: for Councilmember in Council District 2 Raj Chahal, for Councilmember in Council District 3 Karen Hardy, and for Mayor Lisa M. Gillmor, each for a four-year term ending 2026.

**A motion was made by Councilmember Becker, seconded by Councilmember Watanabe, to adopt Resolution 22-9176 reciting the facts of the Consolidated Municipal Election held on November 8, 2022 with the Statewide Gubernatorial Election and declare the following candidates elected for Councilmember in Council District 2 Raj Chahal, Councilmember in Council District 3 Karen Hardy, and for Mayor Lisa M. Gillmor, each for a four-year term ending 2026.**

**Aye:** 7 - Councilmember Watanabe, Councilmember Chahal, Councilmember Hardy, Councilmember Park, Vice Mayor Jain, Councilmember Becker, and Mayor Gillmor

3. Ceremonial Oaths Administered to Elected Officials as Follows:



- a. Administration of Oath to Re-Elected Councilmember for District 2 Raj Chahal

**Ajapal Chahal** administered the Oath to re-elected Councilmember for District 2 Raj Chahal.

- b. Administration of Oath to Re-Elected Councilmember for District 3 Karen Hardy

**Mark Hardy** administered the Oath to re-elected Councilmember for District 3 **Karen Hardy**.

- c. Administration of Oath to Re-Elected Mayor Lisa M. Gillmor

**Chloe Gillmor** administered the Oath to re-elected Mayor **Lisa M. Gillmor**.

#### **4. Remarks by Elected Officials**

- a. Re-Elected Councilmember for District 2 Raj Chahal

**Councilmember Chahal** provided remarks.

- b. Re-Elected Councilmember for District 3 Karen Hardy

**Councilmember Hardy** provided remarks.

- c. Re-Elected Mayor Lisa M. Gillmor

**Mayor Gillmor** provided remarks.

#### **REPORTS OF MEMBERS AND SPECIAL COMMITTEES**

There were none.

#### **CITY MANAGER/EXECUTIVE DIRECTOR REPORT**

**City Manager Batra** provided brief remarks regarding leadership in the upcoming calendar year.

#### **ADJOURNMENT**

**A motion was made by Councilmember Becker, seconded by Councilmember Chahal, to adjourn the meeting at 8:02 p.m.**

**Aye:** 7 - Councilmember Watanabe, Councilmember Chahal, Councilmember Hardy, Councilmember Park, Vice Mayor Jain, Councilmember Becker, and Mayor Gillmor

The next regular scheduled meeting is on Tuesday, January 10, 2023 in the City Hall Council Chambers.

## **MEETING DISCLOSURES**

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**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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# City of Santa Clara

## Minutes

### Special Council Meeting

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12/16/2022

3:00 PM

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

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  - o <https://santaclaraca.zoom.us/j/99706759306>

Meeting ID: 997-0675-9306 or

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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 calls for a Special Meeting of the Santa Clara City Council to commence and convene on December 16, 2022, at 3:00 PM for a Special Meeting, to consider the following matter(s) and to potentially take action with respect to them.

#### **3:00 PM CLOSED SESSION**

#### **Call to Order in the Council Chambers**

**Mayor Gillmor** called the meeting to order at 3:03 p.m.

#### **Roll Call**

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

**Special Council Meeting**

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**Public Comment**

There were none.

**ADJOURN TO CLOSED SESSION FOR THE FOLLOWING:**

**Mayor Gillmor** adjourned the meeting to Closed Session at 3:03 p.m.

- 1.A**     [22-1549](#)     Public Employment Appointment (Government Code §§ 54957, 54954.5, subd. (e))  
Title: City Attorney
- 1.B**     [22-1526](#)     Public Employment Appointment (Government Code §§ 54957, subd. (b) (1) and 54954.5, subd. (e))  
Title: City Manager

**ADJOURNMENT**

**Mayor Gillmor** adjourned the meeting at 6:00 p.m.

The next regular scheduled meeting is on Tuesday, January 10, 2023 in the City Hall Council Chambers.

## MEETING DISCLOSURES

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# City of Santa Clara

1500 Warburton Avenue  
Santa Clara, CA 95050  
[santaclaraca.gov](http://santaclaraca.gov)  
@SantaClaraCity

## Agenda Report

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23-09

Agenda Date: 3/21/2023

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### REPORT TO COUNCIL

#### SUBJECT

Board, Commissions and Committee Minutes

#### COUNCIL PILLAR

Enhance Community Engagement and Transparency

#### RECOMMENDATION

Note and file the Minutes of:

Board of Library Trustees - November 7, 2022

Board of Library Trustees - December 5, 2022

Cultural Commission - February 6, 2023

Governance and Ethics Committee - December 5, 2022

Governance and Ethics Committee - June 7, 2021



# City of Santa Clara

## Meeting Minutes

### Board of Library Trustees

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11/07/2022

6:00 PM

Virtual Meeting

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Pursuant to the Government Code section 54953(e) and City of Santa Clara Resolution 22-9150, the Board of Library Trustees meeting will be held by teleconference only. No physical location will be available for this meeting; however, the City of Santa Clara continues to have methods for the public to participate remotely:

- Via Zoom:
  - o <https://santaclaraca-gov.zoom.us/j/81468761622>  
Webinar ID: 814 6876 1622 or
  - o Phone: 1(669) 900-6833

**PUBLIC PARTICIPATION IN ZOOM WEBINAR:** Please follow the guidelines below when participating in a Zoom Webinar:

- The meeting will be recorded so you must choose 'continue' to accept and stay in the meeting.
- If there is an option to change the phone number to your name when you enter the meeting, please do so as your name will be visible online and will be used to notify you that it is your turn to speak.
- Mute all other audio before speaking. Using multiple devices can cause an audio feedback.
- Use the raise your hand feature in Zoom when you would like to speak on an item and lower when finished speaking. Press \*9 to raise your hand if you are calling in by phone only.
- Identify yourself by name before speaking on an item.
- Unmute when called on to speak and mute when done speaking. If there is background noise coming from a participant, they will be muted by the host. Press \*6 if you are participating by phone to unmute.
- If you no longer wish to stay in the meeting once your item has been heard, please exit the meeting.

#### **CALL TO ORDER AND ROLL CALL**

**Chair Evans** called the meeting to order at 6:27pm.

**Present** 5 - Trustee Leonne Broughman, Trustee Debbie Tryforos, Vice Chair Jan Hintermeister, Trustee Stephen Ricossa, and Chair Jonathon Evans

**CONSENT CALENDAR**

**A motion was made by Trustee Broughman, seconded by Trustee Tryforos to approve the Consent Calendar. The motion passes 5-0.**

**Aye:** 5 - Trustee Broughman, Trustee Tryforos, Vice Chair Hintermeister, Trustee Ricossa, and Chair Evans

1.A. [22-1357](#) Action on the Meeting Minutes of October 3, 2022

**Recommendation:** Approve meeting minutes of October 3, 2022

**PUBLIC PRESENTATIONS**

City Librarian Patty Wong was asked by Foundation and Friends Executive Director JoAnn Davis to announce the Book Sale on November 19, 2022 from 10am-2pm at the Central Park Library.

**GENERAL BUSINESS**

2. [22-1226](#) Action on the Request from the Santa Clara County Historical and Genealogical Society to hold a Fundraising Event in March 2023 at the Central Park Library.

**Recommendation:** There is no staff recommendation.

The **Santa Clara County Historical and Genealogical Society (SCCHGS) Program Chair, Linda Sanders** and **President, Nancy Moffett** gave an overview of the seminar/fundraising event they would like to hold at the **Central Park Library** on March 25, 2023 from 10am-2pm. The proposed seminar will be in partnership with the **Silicon Valley Computer Genealogy Group (SVCGG)** and the **San Mateo County Genealogical Society (SMCGS)**. Author **Bill Cole** will give 3 talks reviewing Researching England's Records. The purpose of the requested seminar/fundraising event is to provide free education to the local community and to raise funds for additional books and publications for the **Santa Clara City Library's** Genealogy Collection. As part of the discussion, **Vice Chair Hintermeister** suggested a need to add a fundraising discussion to a future agenda and a possible item for a future Work Plan.

**A motion was made by Trustee Broughman, seconded by Trustee Ricossa to recommend that staff approve the request from the Santa Clara Historical and Genealogical Society to hold a fundraising event March 25, 2023 at the Central Park Library. The motion passes 5-0.**

**Aye:** 5 - Trustee Broughman, Trustee Tryforos, Vice Chair Hintermeister, Trustee Ricossa, and Chair Evans



3. [22-1375](#) Action to Establish a Subcommittee for Onboarding New Trustees.

**Recommendation:** Discuss and consider the formation of an onboarding subcommittee

At the last **Board of Library Trustee** meeting **Vice Chair, Hintermeister** requested the consideration of a subcommittee of on boarding new Trustees. **City Librarian, Wong** consulted the **City Attorney's Office**. At any time the Board can choose to gather as a work group with no more than 2 Trustees. Agendas or Notices are not necessary.

**Trustee Ricossa**, seconded by **Trustee Broughman** nominated **Vice Chair Hintermeister** as the Chair of the subcommittee. **Vice Chair Hintermeister** accepted. He would like the Board of Library Trustees responsibilities made clear with documentation for future Trustees. **Trustee Tryforos** and **City Librarian Wong** will join **Vice Chair Hintermeister** on the subcommittee. The subcommittee will outline responsibilities and duties and share back with the Board at the February 6, 2023 meeting.

**A motion was made by Vice Chair Hintermeister, seconded by Trustee Broughman to establish the subcommittee for onboarding new Trustees. The motion passes 5-0.**

**Aye:** 5 - Trustee Broughman, Trustee Tryforos, Vice Chair Hintermeister, Trustee Ricossa, and Chair Evans

4. [22-1376](#) Board Development and Engagement

**Recommendation:** This item is informational only, there is no recommendation.

**City Librarian, Wong** updated the Board on the Strategic Plan. The two remaining proponents were given final offers and have a week to respond. The process will begin in the new year and is expected to conclude at the end of the year. Amongst the planning group will be an appointed representative from the **Board of Library Trustees**, a representative from the **Library Foundation and Friends Board**, and 2-3 Library employees. A larger group will be comprised of business leaders, academics, partners of the library, etc. Surveys will be conducted to gain insight from the community. The selected consultant will attend the February Board meeting. **City Librarian, Wong** will provide the selected consultants' application and information to the Board including correspondence regarding the final offer letter.

5. [22-1377](#) Board of Library Trustees Calendar of Meetings for 2023

**Recommendation:** There is no staff recommendation for this issue.

The **Board of Library Trustees** 2023 Meeting Calendar was reviewed.

**A motion was made by Vice Chair Hintermeister, seconded by Trustee Broughman to approve the Board of Library Trustees 2023 Meeting Calendar.**

**Aye:** 5 - Trustee Broughman, Trustee Tryforos, Vice Chair Hintermeister, Trustee Ricossa, and Chair Evans

**STAFF REPORT**

[22-1373](#)

City Librarian Report on Library Programs and Activities.

**Recommendation:** Note and file monthly update on Library activities.

**Assistant City Librarian, Goyal** gave a presentation of the Statistics & Survey Results of Library Comic Con 2022. There was an estimated 6,000 visitors. A visitor survey was conducted with 193 responses as of 10/31/2022. Out of 5 stars it was rated 4.68 (95% rated 5 stars). Most patrons would attend the event again. The Board formally thanked and congratulated staff for their hard work on Comic Con and the survey. The Board asked for a copy of the video communications made of Comic Con. The video will be shared once edits have been completed. Staff are reviewing costs and statistics associated with Comic Con to decide on the frequency of the event.

**City Librarian, Wong** shared that staff have left due to higher education and lack of available positions at the Santa Clara City Library. The **Management Analyst** position has been filled by **Sami James** who will begin on December 12, 2022.

**The Friends and Foundation** fund-raise for the Library through book sales. The library requested close to \$13k in funds for programming which will be decided upon soon. There is a delay in terms of opening Café Sarah. The MOU between the Friends and Library expired earlier this year. The City wishes to examine the contract in depth. The City is working on rectifying the situation.

The pilot of new hours seems to be working well. There will be advertising taking place in the near future. The numbers are incredibly high per hour that we are open.

The Library will have a target that needs to be met due to the \$27 million deficit. The target may be somewhere around 10%. Library Management will attempt to keep all staff and reduce the materials budget.

**Trustee Broughman** mentioned the Foundation and Friends fundraising for materials. **City Librarian, Wong** and **Foundation and Friends Executive Director, Davis** have discussed the possibility of fundraising for materials. Staff will also look more closely at donations that can be added to the collection.

**City Librarian, Wong** shared with the Board that the Library was bequeathed 2 antique clocks by a 93 year old patron.

**TRUSTEES REPORT**

**Chair Evans** shared with the Board that during a recent trip to a Sharks game he was able to sign up for a San Jose Library card due to their partnership and wondered if the Santa Clara City Library might have any similar partnerships. **City Librarian, Wong** shared that the San Francisco Library is working on a similar partnership with the San Francisco 49ers. She is working towards including the Santa Clara City Library in this partnership.

**Vice Chair Hintermeister** went to a poetry meeting at the Triton Museum and recommended everyone attend the Ferlinghetti exhibit.

**Trustee Broughman** requested **Vice Chair Hintermeister's** budget analysis be placed on the Agenda during the December 2022 Board of Library Trustees meeting.

**ADJOURNMENT**

The meeting was adjourned at 8:20pm.

**A motion was made by Trustee Broughman, seconded by Vice Chair Hintermeister to adjourn the meeting. The motion passes 5-0.**

**Aye:** 5 - Trustee Broughman, Trustee Tryforos, Vice Chair Hintermeister, Trustee Ricossa, and Chair Evans

The Board of Library Trustees Meeting is adjourned to December 5, 2022 at 6pm.

**MEETING DISCLOSURES**

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# City of Santa Clara

## Meeting Minutes

### Board of Library Trustees

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12/05/2022

6:00 PM

Virtual Meeting

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Pursuant to the Government Code section 54953(e) and City of Santa Clara Resolution 22-9160, the Board of Library Trustees meeting will be held by teleconference only. No physical location will be available for this meeting; however, the City of Santa Clara continues to have methods for the public to participate remotely:

- Via Zoom:

- o <https://santaclaraca.gov.zoom.us/j/85864257230>

- Webinar ID: 858 6425 7230 or

- o Phone: 1(669) 900-6833

**PUBLIC PARTICIPATION IN ZOOM WEBINAR:** Please follow the guidelines below when participating in a Zoom Webinar:

- The meeting will be recorded so you must choose 'continue' to accept and stay in the meeting.
- If there is an option to change the phone number to your name when you enter the meeting, please do so as your name will be visible online and will be used to notify you that it is your turn to speak.
- Mute all other audio before speaking. Using multiple devices can cause an audio feedback.
- Use the raise your hand feature in Zoom when you would like to speak on an item and lower when finished speaking. Press \*9 to raise your hand if you are calling in by phone only.
- Identify yourself by name before speaking on an item.
- Unmute when called on to speak and mute when done speaking. If there is background noise coming from a participant, they will be muted by the host. Press \*6 if you are participating by phone to unmute.
- If you no longer wish to stay in the meeting once your item has been heard, please exit the meeting.

#### **CALL TO ORDER AND ROLL CALL**

**Chair Evans** called the meeting to order at 6:05pm. **Trustee Broughman** was excused from the meeting.

**Present** 4 - Trustee Debbie Tryforos, Vice Chair Jan Hintermeister, Trustee Stephen Ricossa, and Chair Jonathon Evans

**Absent** 1 - Trustee Leonne Broughman

**CONSENT CALENDAR**

Item 22-1486 should be listed under General Business not Consent Calendar.

Action on the Meeting Minutes of November 7, 2022

**1.A. [22-1485](#)**

**Recommendation:** Approve meeting minutes of November 7, 2022

**City Librarian, Wong** clarified that the Board should only recommend approval of the request to fundraise since the Board is Advisory. The minutes will be amended to reflect the correction.

The Board would like to invite the **City Manager's Office** and **City Attorney's Office** to a January 2023 Special Meeting to clarify the City Charter Provisions related to the Roles and Responsibilities of the Board.

**A motion was made by Vice Chair Hintermeister, seconded by Trustee Tryforos to approve the Consent Calendar as amended. The motion passes 3-1.**

**Aye:** 3 - Trustee Tryforos, Vice Chair Hintermeister, and Chair Evans

**Nay:** 1 - Trustee Ricossa

**Absent:** 1 - Trustee Broughman

[22-1486](#)

Action on Communication with the City Council Concerning the Library Budget

**Recommendation:** Discuss and consider communication with the City Council.

**City Librarian, Wong** informed the Board of the 10.8% discretionary budget reduction the library has been given. This is roughly 1 million 15 thousand, each year, for the next two years. This reduction may continue past the two year budget cycle, dependent upon City economics. Library staff has been drafting a target memo which is due to Finance December 9, 2022. We would like to maintain our current level of hours. Which can only be done if we keep all current staff including as-needed. We will ask to fill our vacant permanent coded positions. As of right now, we are considering reducing funds (beginning FY 23/24) primarily from two sources 1. the as-needed budget leaving enough funds to cover current staffing levels 2. the materials budget. The rest will come from building maintenance/utilities, and by reducing programming and training. The library was previously asked to take a 1.6 million reduction in 2020 along with other departments. Finance has mentioned parcel tax for future funding. The library was encouraged to include this in the Memo to Finance.

**Assistant City Librarian, Goyal** reviewed the last few years of levels of library service. In 2014 the library was open 172 hours across all 3 branches with 110 staff members. 2014-2020 hours were reduced to 144 hours. In February of 2021 due to COVID conditions and lack of staff the Central Park Library was open for lobby service for 24 hours. In April 2021 hours were increased to 48 hours between all of the branches. August 2021- January 2022 hours were increased to 64 hours a week. November 2022 to present the libraries are open 87 hours a week with 60 staff members.

**The Board** requested more information regarding the previous budget cut of 1.6 million and would like to know how much was cut from other City departments and if anything was returned to the library. They would also like information about neighboring libraries including budget, staffing levels, hours of operation, and funding. Data per capita as well as demographics were requested. Staff will provide requested information to the Board.

This item will be continued at a January 2023 Special Meeting.

**A motion was made by Trustee Ricossa, seconded by Trustee Tryforos to have a special meeting in January 2023 to discuss communication to the City Council. The motion passes 4-0.**

**Aye:** 4 - Trustee Tryforos, Vice Chair Hintermeister, Trustee Ricossa, and Chair Evans



**Absent:** 1 - Trustee Broughman

## **PUBLIC PRESENTATIONS**

### **GENERAL BUSINESS**

2. [22-1489](#) Initial Discussion of Work Plan for 2023

**Recommendation:** Review and approve work plan

Staff will share a draft of the 2023 **Board of Library Trustees** Work Plan at the February 2023 meeting for review and implementation upon Council approval.

4. [22-1490](#) Discussion and Action on Future Board Development and Engagement Agenda Items

**Recommendation:** No recommendation

**City Librarian Wong** clarified information given to her by **City Management** regarding **Board** involvement in the Facilities Master Plan. The **Board** will not be involved in the selection of the proponent since they will make recommendations on the process to avoid a conflict of interest.

The **Board** was confused on how there could be a conflict of interest. They said this was inconsistent with other City policies and Boards. Item 8. 22-1285 on the December 6, 2022 Council Agenda contradicts this information. The **Board** would like to invite **City Management** to a **Board** meeting and explain their standing.

## **STAFF REPORT**

[22-1492](#)

City Librarian Report on Library Programs and Activities.

**Recommendation:** Note and file monthly update on Library activities.

**City Librarian Wong** shared that the one-time carryover of funds from last year is being used to replace PC's and Self-Checks.

There was an unfortunate situation that occurred on November 19th at the Central Park Library. A patron was found unresponsive. Staff did their best to revive the customer with no success. The City offered grief counseling the Monday after the incident by a former Chaplain at PD. Kudos to the team for handling the incident so well. Staff are very resilient. The **Security Guard Antonio Browder** did a great job in handling the situation. He will be working with us longer term. There was an incident at the Northside Branch where someone was vandalizing the building with a large amount of graffiti. The police are handling this through juvenile court. Staff and the custodians handled this very well. **Northside Library Assistant Andrew Paul** received his M.L.S. last year and has accepted an Adult Services Librarian position at the Sunnyvale Library. His last day in December 14 and we wish him well. As-Needed **Library Assistant Matthew Gallucci** has accepted a part-time position at the Sunnyvale Library. He will stay on with the Santa Clara City Library working on weekends.

## **TRUSTEES REPORT**

### **ADJOURNMENT**

The meeting was adjourned at 8:07pm.

**A motion was made by Vice Chair Hintermeister, seconded by Trustee Tryforos to adjourn the meeting.**

**Aye:** 4 - Trustee Tryforos, Vice Chair Hintermeister, Trustee Ricossa, and Chair Evans

**Absent:** 1 - Trustee Broughman

The Board of Library Trustees meeting is adjourned to February 6, 2022, at 6pm.

### **MEETING DISCLOSURES**

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# City of Santa Clara

## Meeting Minutes

### Cultural Commission

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02/06/2023

7:00 PM

Zoom Meeting

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Pursuant to California Government Code Section 54953(e) and City of Santa Clara Resolution 23-9178, the Cultural Commission meeting will be held by teleconference only. No physical location will be available for this meeting; however, the City of Santa Clara continues to have methods for the public to participate remotely:

Via Zoom:

<https://santaclaraca.zoom.us/j/98272283531>

Webinar ID: 982 7228 3531

Or join by phone: 1-669-900-6833

#### **CALL TO ORDER AND ROLL CALL**

**Chair Diaz** called the meeting to order at 7:04 p.m.

**Present** 4 - Vice Chair Louis Samara, Commissioner Debra von Huene, Chair Candida Diaz, and Commissioner Paul McNamara

**Absent** 2 - Commissioner Siddarth Sundaram, and Commissioner Jonathan Marinaro

#### **CONSENT CALENDAR**

**1.A**     [23-81](#)     Cultural Commission Regular Meeting Minutes of January 9, 2023

**Recommendation:** Approve the Cultural Commission Regular Meeting Minutes of January 9, 2023

**A motion was made by Vice Chair Samara, seconded by Commissioner von Huene, that this item be approved. The motion passed with the following vote:**

**Aye:** 4 - Vice Chair Samara, Commissioner von Huene, Chair Diaz, and Commissioner McNamara

**Absent:** 2 - Commissioner Sundaram, and Commissioner Marinaro

**PUBLIC PRESENTATIONS**

None.

**GENERAL BUSINESS**

2. [23-82](#) Discussion of Cultural Commission Work Plan Goals and Activities for FY 2022/23

**Recommendation:** Discuss Cultural Commission work plan goals and activities for FY 2022/23.

Commissioners reported the following updates to the Cultural Commission Work Plan Goals and Activities for FY 2022/23.

**GOAL #1: Host and enhance multicultural events to encourage and acquaint Santa Clara residents with cultural diversity.**

**Summer Concert Series:** GFI Entertainment was awarded the bid for sound and production for the Concert Series and Street Dance. The GFI Entertainment contract is on the City Council agenda for approval on March 7. The committee will meet and discuss venues, dates, genres and bands for this year and report back at the March meeting. They are considering two (2) concerts on the northside. A recommendation was given for a Bollywood night.

Proposed dates for concert series: June 9, June 23, July 21, Aug. 18 and Sept. 29.

**Street Dance:** Vice Chair Samara mentioned that the Street Dance will be held on Aug 4. He will report an update of suggested bands at the March meeting.

**Sponsorship:** The Sponsorship Packet is almost complete. Once completed, the commission can begin securing sponsors to help cover expenses.

**GOAL #2: Develop and encourage interactive, art opportunities to provide temporary, performing, cultural, and public art in the City.**

**Public Art-Commissioner von Huene** reported that she has spoke with two people regarding potential art projects. She is working on specifics and a Call for Artists. City Hall Plaza or CRC are locations that may considered and would require a permit.

June is a target date for the contract to be in place and installation will occur after. Expenses could be incurred in the next fiscal year. An update will be given at the March meeting.

**Utility Box Art-Chair Diaz** shared a presentation on the Utility Box art Project showcasing the artwork and locations. Three (3) of the six (6) Utility

Boxes have been completed. The weather delayed the completion progress. Remaining boxes should be completed by March. **Chair Diaz** thanked staff for their work.

**Holiday Home Decorating Contest-** This project has been completed.

**Public Art Map-**Completed Utility Boxes will be added to the map by **Chair Diaz**.

**GOAL #3: Raise the visibility of commemorative months.**

**Vice Chair Samara and Chair Diaz** reviewed the current commemorative months and would like to secure a new artist to re-design the Coloring Book and update all the pages. \$1200 was allocated for an artist to complete the Coloring Book in the past. Commissioners will proof the new Coloring Book for errors.

**Commissioner von Huene** posted the Feb. coloring page online and will also post March next month.

**GOAL #4: Enhance communication and media strategy to increase community awareness of the Cultural Commission.**

**Marketing Strategies-**Commissioners **Marinaro and McNamara** met and talked about a marketing strategy. They will develop a process and report back in March.

**Present to Council-Chair Diaz** stated they could report on the following: Home Decorating Contests, Utility Box Project and Summer Concert Dates. **Chair Diaz** will provide a possible date, six (6) weeks in advance to report to City Council.

**GOAL #5: Prepare for Citywide Arts Master Plan Process**

**Patrick Henry Drive Development-**Commissioner **von Huene** participated in the online community outreach survey. **Recreation Manager Castro** reported that the City is in the process of selecting an architect. Recreation Manager Castro provided the Commission with the Parks Project page on the website: [www.santaclaraca.gov/parkprojects](http://www.santaclaraca.gov/parkprojects) for updates.

**Arts Master Plan-**Commissioner **von Huene** will set up a meeting with the sub-committee regarding the Citywide Arts Master Plan.

**A motion was made by Vice Chair Samara, seconded by Commissioner von Huene, to allocate \$1,200 +/- \$200 to commission an artist to develop a new Coloring Book that recognizes the Commemorative Months.**

**Aye:** 4 - Vice Chair Samara, Commissioner von Huene, Chair Diaz, and Commissioner McNamara

**Absent:** 2 - Commissioner Sundaram, and Commissioner Marinaro

### **STAFF REPORT**

**Recreation Manager Castro** reported that last weekend the City hosted Miss Santa Clara and Miss Mission City and will host *Showtime* March 4-5. Tickets for the cabaret/voudeville show are available at the Senior Center or at the door. City Council determined a new City Attorney as of March, and at the Feb. 7 meeting will consider an agreement for a new City Manager to begin May 1. Parks & Recreation provided proposals for a two fiscal year budget process and 1.5 million dollars in program reductions.

### **COMMISSIONERS REPORT**

**Commissioner von Huene** reported that she will be attending an Art Retreat the week of Feb. 20. She will be making mosaics and will provide an update in March about her experience.

**Commissioner McNamara** was inquiring about the farm that the school district owns, located on Dunford Drive. He used to manage that farm when it was called Full Circle Farm.

### **ADJOURNMENT**

**A motion was made by Commissioner von Huene, seconded by Vice Chair Samara, that the meeting be adjourned at 7:46 p.m.**

**Aye:** 4 - Vice Chair Samara, Commissioner von Huene, Chair Diaz, and Commissioner McNamara

**Absent:** 2 - Commissioner Sundaram, and Commissioner Marinaro

### **MEETING DISCLOSURES**



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# City of Santa Clara

## Meeting Minutes

### Governance and Ethics Committee

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12/05/2022

3:00 PM

Special Meeting - Virtual Meeting

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#### CALL TO ORDER AND ROLL CALL

Chair Jain called the meeting to order at 3 p.m. Member Gillmor was absent and Alternate Member Park attended.

**Present** 3 - Member Raj Chahal, Chair Sudhanshu Jain, and Alternate Member Kevin Park

**Absent** 1 - Member Lisa M. Gillmor

#### CONSENT CALENDAR

- 1.A [22-1395](#) Approval of the June 7, 2021 Governance and Ethics Committee Meeting Minutes

**Recommendation:** Approve the minutes of the June 7, 2021 Governance and Ethics Committee Meeting.

Chair Jain pulled this item to discuss after Public Presentations.

Chair Jain noted items listed from the June 7, 2021 minutes to return to future agenda included the: Formalization of the Citizens Advisory Committee, Lobbying activities and calendaring of certain City officials, and recommendations from the Task Force on Diversity, Equity and Inclusion on the naming of facilities.

**A motion was made by Alternate Member Park, seconded by Member Chahal, to approve staff recommendation.**

**Aye:** 3 - Member Chahal, Chair Jain, and Alternate Member Park

**PUBLIC PRESENTATIONS**

**Kirk Vartan** suggested that participants attending the Committee remotely should be on camera. He also made a few comments regarding ethics, campaign activities, and suggested a policy on acknowledging emails received by Council.

**Wanda Buck** requested the Committee to consider focusing on ethics and suggested resources to learn more about non-violent communications.

**GENERAL BUSINESS**

2. [22-1396](#) Discussion and Direction regarding the City Council Letterhead and Correspondence Policy

**Recommendation:** Staff makes no recommendations.

The Committee members discussed options for individual City Councilmember letterheads in addition to the Mayor and Council letterhead.

**Alternate Member Park** asked about current policies in regards to use of the City Letterhead. **Chief Operating Officer Nader** stated the City is in compliance with the Legislative Advocacy Policy (LAP) by providing a quarterly report on the correspondence. **Interim Assistant City Attorney Ngo** added the letter regarding Related was not part of the LAP and therefore not provided to Council. Staff will return with a report on options and current uses.

3. [22-1400](#) Discussion on the Workplan for Governance and Ethics Committee

**Recommendation:** Staff makes no recommendation.

The Committee discussed several items to be addressed as part of the Governance and Ethics Committee Work Plan.

**City Manager Batra** stated staff will schedule a follow up meeting with the Chair to review items discussed and identify items to return to the Committee for the work plan or referred to a future Priority Setting Session.

**STAFF REPORT**

None.

**COMMITTEE MEMBERS REPORT**

None.

**ADJOURNMENT**

The meeting was adjourned at 4:55 p.m.

Member Park motioned to adjourn, seconded by Member Chahal and approved.

**A motion was made by Alternate Member Park, seconded by Member Chahal, to adjourn the meeting at 4:55 p.m.**

**Aye:** 3 - Member Chahal, Chair Jain, and Alternate Member Park



# City of Santa Clara

## Meeting Minutes

### Governance and Ethics Committee

---

06/07/2021

3:00 PM

Virtual Meeting

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#### CALL TO ORDER AND ROLL CALL

**Chair Gillmor** called the meeting to order at 3:02 PM.

**Present** 3 - Lisa M. Gillmor, Raj Chahal, and Sudhanshu Jain

#### CONSENT CALENDAR

1. [21-470](#) Approval of the March 29, 2021 Governance and Ethics Committee Special Meeting Minutes

**Recommendation:** Approve the minutes of the March 29, 2021 Governance and Ethics Committee Special Meeting.

**A motion was made by Member Jain, seconded by Member Chahal, to approve the March 29, 2021 special meeting minutes.**

**Aye:** 3 - Gillmor, Chahal, and Jain

#### PUBLIC PRESENTATIONS

**Councilmember Park** requested to address the Committee under Public Presentations.

**City Attorney Doyle** recommended deferring discussion to Council and Authorities Concurrent Meeting to avoid potential violation of the Brown Act.

#### GENERAL BUSINESS

2. [21-468](#) Discussion on Formalization of Citizen's Advisory Committee

**Recommendation:** Defer discussion on formalization of Citizen's Advisory Committee to the 3rd quarter Governance and Ethics Committee meeting on September 20, 2021, due to lack of staff capacity to address this referral during budget development and COVID-19 reopening efforts.

**City Manager Santana** requested deferring this item September 20, 2021.

**Public Speaker(s):** Rob Jerdonek

**A motion was made by Member Jain, seconded by Member Chahal, to defer this item to the September 20, 2021 Governance and Ethics Committee meeting.**

**Aye:** 3 - Gillmor, Chahal, and Jain

3. [21-469](#) Review of SCSC Chapter 2.155 ("Regulation of Lobbying Activities") and SCSC Chapter 2.160 ("Calendars of Certain City Officials")

**Recommendation:** Provide direction on possible amendments to SCSC Chapter 2.155 ("Regulation of Lobbying Activities") and SCSC Chapter 2.160 ("Calendars of Certain City Officials").

**City Attorney Doyle** provided a Powerpoint presentation on the Lobbyist Ordinance and Calendering Ordinance.

**City Clerk Haggag** provided a verbal report.

**Member** questions and comments followed.

**City Attorney Doyle, City Clerk Haggag and City Manager Santana** addressed **Member** questions.

**A motion was made by Member Jain, seconded by Member Chahal, to recommend to Council to (1) amend the Public Calender Ordinance to create different reporting standards between meetings with Lobbyists and Non-Lobbyists, (2) requiring Councilmembers and staff who required to comply with the Public Calendar Ordinance and registered Lobbyists to report on the topics discussed and what they were seeking, (3) City Manager to return on staffing resources, (4) change the frequency of the Lobbyist Ordinance reporting requirements to align with the Public Calendar Ordinance to require reporting to be on a monthly cadence, and (5) City Clerk to return with a standard reporting template.**

**Aye:** 3 - Gillmor, Chahal, and Jain

4. [21-487](#) Review, and Provide Direction to Staff, Regarding Proposed Purchasing Code Reforms For Possible Recommendation to City Council

**Recommendation:** Accept the Code reforms summarized in this document and provide direction to staff to move forward with a revised Purchasing Code for consideration and approval by the City Council and Stadium Authority by the fourth quarter of calendar year 2021.

**Director of Finance Lee, Purchasing Manager Giovannetti, City Attorney Doyle, and City Manager Santana** gave a Powerpoint presentation.

**Member** questions and comments.

**City Manager Santana** addressed **Member** questions.

**A motion was made by Member Jain, seconded by Member Chahal, to bring this item to August 17, 2021 Council Priority Setting Session.**

**Aye:** 3 - Gillmor, Chahal, and Jain

5. [21-455](#) Discussion and Direction Regarding Adjusting the Start Time for Council, Stadium Authority and Closed Session Meetings

**Recommendation:** Staff recommends:

- (1) Beginning Public City Council meetings at 6:00 p.m.
- (2) Setting a stop time of Public City Council meetings at 11:00 p.m.
- (3) Working on City Council meeting protocols for improved management and protocols to ensure that the City's business is prioritized and addressed in a timely manner
- (4) Presenting streamlining opportunities to reduce cost of routine City business and ensure a higher level of efficiency with how routine or ministerial items are handled
- (5) Holding Closed Session meetings on off Council meeting days, when needed

**City Manager Santana** gave a Powerpoint presentation.

**Member** questions and comments followed.

**City Manager Santana, Assistant City Clerk Pimentel, and City Attorney Doyle** addressed **Member** questions.

This item was referred to Council Priority Setting Session August 17, 2021.

6. [21-622](#) Review the Task Force on Diversity, Equity, and Inclusion's Recommended Amendments to Council Policy 035 - Naming of Facilities

**Recommendation:** Provide input on the Task Force on Diversity, Equity, and Inclusion's recommended amendments to Council Policy 035.

**Chair Gillmor** requested to defer this item to the next Governance and Ethics Committee meeting.

**A motion was made by Member Chahal, seconded by Member Jain, to continue this item to the next Governance and Ethics Committee Meeting.**

**Aye:** 3 - Gillmor, Chahal, and Jain

#### **STAFF REPORT**

**None.**

#### **COMMITTEE MEMBERS REPORT**

**Member Jain** inquired regarding adding the following items to the Governance and Ethics Committee Meeting:

- Email Retention Times
- Eligibility List for Board/Commissions appointments
- Charter Review to consider changing from an elected to appointed Chief of Police and City Clerk

**Member** comments followed.

**City Manager Santana** and **City Attorney Doyle** addressed **Member** questions.

#### **ADJOURNMENT**

The meeting was adjourned at 6:16 PM.

**A motion was made by Member Chahal, seconded by Member Jain, to adjourn the meeting.**

**Aye:** 3 - Gillmor, Chahal, and Jain





## Agenda Report

23-316

Agenda Date: 3/21/2023

### REPORT TO COUNCIL

#### SUBJECT

Action on Monthly Financial Status and Investment Reports for January 2023, Approve the Related Budget Amendments, and Approve the Deletion of Two Part Time Librarian Positions and Addition of One Full Time Librarian Position in the Library Department

#### COUNCIL PILLAR

Enhance Community Engagement and Transparency

#### BACKGROUND

In compliance with the Charter of the City of Santa Clara and the adopted Investment Policy, the monthly financial report and monthly investment report for January 2023 are submitted for your information. The financial review as of January 31, 2023 provide a year-to-date financial update to the City Council for the current fiscal year. The analysis of the revenues collected and all expenditures measures the level of adherence to the annual budget and allows the City to monitor and project revenues and expenditures throughout the year.

The Adopted Budget incorporates the estimated revenues and planned expenditures for all funds. The attached Financial Status Report provides the budget to actual revenue and expenditure summaries for the General Fund, Special Revenue Funds and Enterprise Operating Funds, as well as expenditure summary for Capital Improvement Funds and Fund Reserve Balances. Any significant variances are explained in the report.

In accordance with City Council Policy 051 - Donations to the City, included in this report is a monthly activity and annual summary of donations received by department. Although the requirement of the policy is to report quarterly, in its ongoing effort to streamline reporting, the City includes this information monthly in the financial status report.

#### DISCUSSION

##### Monthly Financial Status Report (Attachment 1)

The attached report summarizes the City's financial performances as of January 31, 2023. Financial analysis is provided for the General Fund, select Special Revenue Funds, Enterprise Operating Funds, and Capital Improvement Funds.

Attachment 1 shows that General Fund revenues (excluding transfers) were at 55% of the budget through January 2023 and are tracking to end the year above budget.

General Fund departmental expenditures were at 53.7% of budget through January 2023. Several cost-control measures that were implemented in FY 2019/20 remain in place to generate expenditure

savings. These measures include a hiring freeze and controls around overtime, as-needed staff, marketing, travel, technology and vehicle purchases. With these measures, expenditures are expected to end the year below budget.

As shown in Attachment 1, total revenues for Enterprise Funds (Electric, Water, Sewer, Cemetery, Solid Waste, and Water Recycling) were at 53% of the budget through January 2023, while total expenses were at 49% of the budget.

In the month of January, the City received \$512 in donations, bringing total donations for FY 2022/23 to \$34,159.

Concerns remain regarding the state of the economy, and there continues to be a tremendous amount of uncertainty. Given this level of uncertainty, the December 2022 UCLA Forecast presented a two-scenario economic forecast: a recession scenario and a no recession scenario. The February 2023 National Association for Business Economics (NABE) Outlook Survey found significant divergence regarding the outlook for the U.S. economy: “estimates of inflation-adjusted gross domestic product or real GDP, inflation, labor market indicators, and interest rates are all widely diffused, likely reflecting a variety of options on the fate of the economy - ranging from recession to soft landing to robust growth.” While the Conference Board in its February 2023 release forecasts a recession starting in early 2023, with economic weakness intensifying and spreading more widely throughout the US economy over the coming months.

On a national level, the unemployment rate remained fairly flat at 3.4% in January 2023, compared to 3.5% in December 2022. This rate was well below the record setting high of 14.7% in April 2020, and consistent with the pre-pandemic unemployment rate of 3.5%. In January, the number of unemployed persons remained unchanged at 5.7 million. This unemployment figure matched the pre-pandemic level of 5.7 million. In the fourth quarter 2022 second estimate, the Gross Domestic Product (GDP) increased by 2.7% as a result of deceleration in nonresidential fixed investment, decreases in exports and consumer spending as well as downturns in State and local government spending.

After the State's largest increase in the unemployment rate in April 2020, the California unemployment rate remained flat at 4.1% between November and December 2022. The December 2022 rate is lower compared to the 5.8% rate in December 2021. California has now regained all of the 2.76 million nonfarm jobs lost due to COVID-19 in March and April 2020. The State has also now outpaced the country as a whole in terms of job growth by 0.6%. The unadjusted unemployment rate in the San Jose-Sunnyvale-Santa Clara Metropolitan Statistical Area (MSA) decreased slightly from 2.4% in November 2022 to 2.1% in December 2022.

Staff will continue to closely monitor the General Fund revenues and the City's overall financial performance as the fiscal year progresses.

#### Monthly Investment Report (Attachment 2)

All securities held by the City of Santa Clara as of January 31, 2023, were in compliance with the City's Investment Policy Statement regarding current market strategy and long-term goals and objectives. All securities held are rated “A” or higher by two nationally recognized rating agencies. There is adequate cash flow and maturity of investments to meet the City's needs for the next six months.

The City's investment strategy for January 2023 was to invest funds not required to meet current obligations in securities listed in the prevailing Investment Policy Statement, with maturities not to exceed five years from the date of purchase. This strategy ensures safety of the City's funds, provides liquidity to meet the City's cash needs, and with a reasonable portfolio return of 1.91% in January.

#### Library Department Position Change

The Library Department currently has two vacant part-time Librarian positions that are recommended to be deleted and replaced with the addition of one full-time Librarian position. By adding the full-time position, the Department expects to be able to more easily recruit for and retain a permanent employee. The Library would be able to better support operational needs with a full-time librarian position that would be considered a "community" librarian, who would focus on supporting all service desks (not just primarily youth and adult services) and could support programming for all ages.

#### 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

From time to time, adjustments to the budget are required to reflect new information, align budgets with actual revenues and expenses, and correct for inadvertent errors. Recommended budget amendments are detailed in Attachment 3. The position change recommended in the Library Department will have an ongoing impact of approximately \$10,000 annually; however, no budget amendment is recommended as the Department has savings to absorb the cost this fiscal year.

In the General Fund, several actions are recommended to increase revenue estimates and the corresponding appropriations in the Parks and Recreation and Fire Departments, as well as the Stadium Operations budget. A transfer from the Parks and Recreation Capital Fund to the General Fund Land Sale Reserve is recommended for the Reed and Grant Sports Park loan repayment. There is also an action to recognize a transfer from the Fire Operating Grant Trust Fund, reflecting savings from a City match.

Budget amendments are also recommended in several other funds. In the Fire Operating Grant Trust Fund, actions are included to reduce the Assistance to Firefighters grant appropriation as well as to recognize and appropriate funding for USAR Training. Budget actions to recognize and appropriate grant funds and donations are recommended in the Library Operating Grant Trust Fund, the Parks and Recreation Operating Grant Trust Fund, and the Public Donations Fund. In the Electric Utility Capital Fund and Street Lighting Capital Fund, budget actions are recommended to reduce various capital project budgets to align with updated project timelines and return the funding to the Electric Utility Fund. In the Housing Authority Fund, a budget action is recommended to add contractual services funding to support a contract amendment and extension for work on the HOME American Rescue Plan program, offset by reimbursement revenue. In the City Affordable Housing Fund, an action to appropriate funding for a loan disbursement is also recommended. In the Parks and Recreation Department Capital Fund, actions are recommended to recognize Mitigation Fee Act revenue and to allocate those funds to repay the Reed and Grant Sports Park loan, to create a Parkland Acquisition project, to increase the Park Impact Fees Monitoring project, to replace the

funding source for a portion of the grant funding for the Central Park Magical Bridge Playground, and to increase the ending fund balance.

#### COORDINATION

This report has been 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) <<mailto:clerk@santaclaraca.gov>> or at the public information desk at any City of Santa Clara public library.

#### RECOMMENDATION

Note and file the Monthly Financial Status and Investment Reports for January 2023 as presented, Approve the Related Budget Amendments, and Approve the Deletion of Two Part Time Librarian Positions and Addition of One Full Time Librarian Position in the Library Department (five affirmative Council votes required to appropriate additional revenue or for the use of unused balances).

Reviewed by: Kenn Lee, Director of Finance

Approved by: Office of the City Manager

#### ATTACHMENTS

1. Monthly Financial Status Report January 2023
2. Monthly Investment Report January 2023
3. FY 2022/23 Budget Amendments



# **City of Santa Clara**

The Center of What's Possible

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## **MONTHLY FINANCIAL STATUS REPORT**

**January 2023**

This report summarizes the City's financial performance for the month ended January 31, 2023. Financial analysis for the report is provided for the General Fund, select Special Revenue Funds, Enterprise Operating Funds, and Capital Improvement Funds. Financial information included in this report is unaudited.

### General Fund

The General Fund is the major operating fund for the City and includes multiple programs, services, and activities for the residents and businesses of the City. The adopted budget for operating revenues and expenditures for fiscal year 2022/23 was \$272.4 million. The amended budget for revenues and expenditures was adjusted to \$284.0 million to reflect various budget amendments approved by the City Council through January 2023.

General Fund revenues are currently tracking to end the year above the budgeted level. Through December, departmental expenditures are tracking below budget and this trend is expected to continue as departments continue to control expenditures through various cost control measures.

Economic indicators are mixed, and there is a tremendous amount of uncertainty. Given this level of uncertainty, the December 2022 UCLA Forecast presented a two-scenario economic forecast. "One scenario is no recession, where economic growth is "just right", inflation ebbs, labor market constraints loosen, and the Federal Reserve takes a less aggressive approach to monetary policy tightening. The second scenario is a recession, where inflation would have continued to run hot if not for aggressive Federal Reserve action. In this scenario, the Federal Reserve forces a recession and accepts an economic contraction and higher unemployment to combat inflation. Importantly, the difference in the two scenarios is the exogenous decision of the Federal Reserve is setting monetary policy."<sup>1</sup> This uncertainty is also reflected in the February 2023 National Association for Business Economics (NABE) Outlook Survey, which found significant divergence regarding the outlook for the U.S. economy. "Estimates of inflation-adjusted gross domestic product or real GDP, inflation, labor market indicators, and interest rates are all widely diffused, likely reflecting a variety of options on the fate of the economy – ranging from recession to soft landing to robust growth."<sup>2</sup> In its February 2023 release, The Conference Board forecasts a recession starting in early 2023, with economic weakness intensifying and spreading more widely throughout the US economy over the coming months. "This outlook is associated with persistent inflation and the Federal Reserve hawkishness. We forecast that real GDP growth will slow to 0.3 percent in 2023, and then rebound to 1.6 percent in 2024."<sup>3</sup> The Conference Board Consumer Confidence Index decreased in February for the second consecutive month. "The decrease reflected large drops in confidence for households aged 35 to 54 and for households earning \$35,000 or more," said Ataman Ozyildirim, Senior Director, Economics at The Conference Board."<sup>4</sup>

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<sup>1</sup> UCLA Anderson Forecast, December 2022, Goldilocks or Bust: Will the Economy be "Just Right" or Will We have a Recession?

<sup>2</sup> [February 2023 Outlook Survey Summary \(nabe.com\)](https://www.nabe.com/February-2023-Outlook-Survey-Summary)

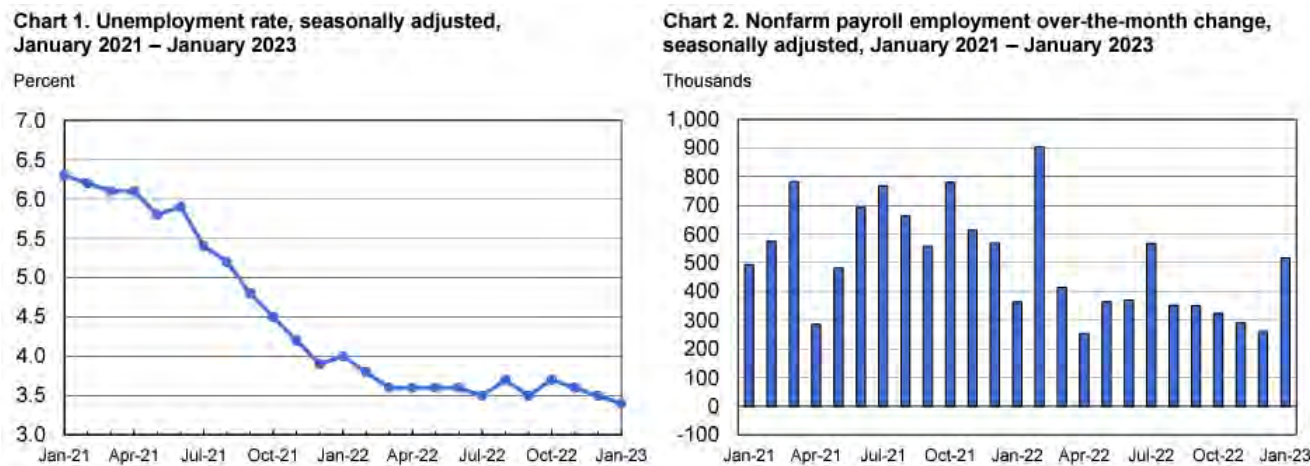
<sup>3</sup> [Economic Forecast for the US Economy \(conference-board.org\)](https://www.conference-board.org/economic-forecast-for-the-us-economy)

<sup>4</sup> [US Consumer Confidence \(conference-board.org\)](https://www.conference-board.org/us-consumer-confidence)

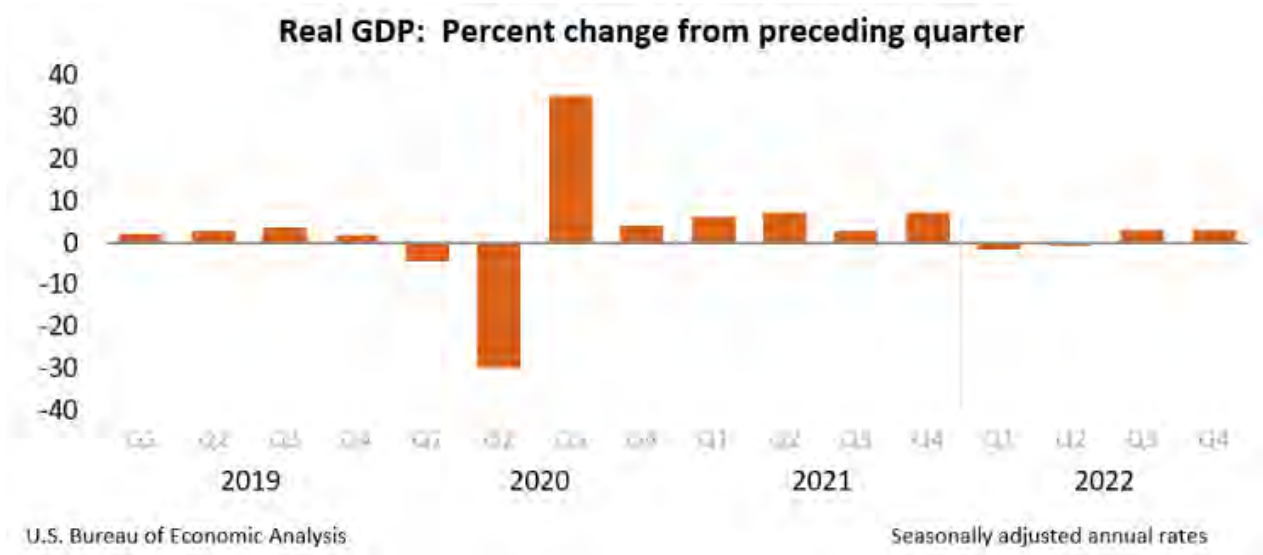
City of Santa Clara

Financial Status Report as of January 31, 2023

On a national level, the unemployment rate remained fairly flat in January 2023 at 3.4%, compared to 3.5% in December 2022. This rate was well below the record setting high of 14.7% in April 2020, and slightly below the pre-pandemic unemployment rate of 3.5%. In January, the number of unemployed persons stayed at 5.7 million, which is consistent with the pre-pandemic level of 5.7 million.<sup>5</sup>



In the fourth quarter 2022 second estimate, the Gross Domestic Product (GDP) increased by 2.7%, following a GDP increase of 3.2% in the third quarter. The GDP decelerated in the fourth quarter compared to the third due to downturns in exports, State and local government spending as well as a slowing in consumer spending.<sup>6</sup>



<sup>5</sup> <https://www.bls.gov/news.release/pdf/empst.pdf>

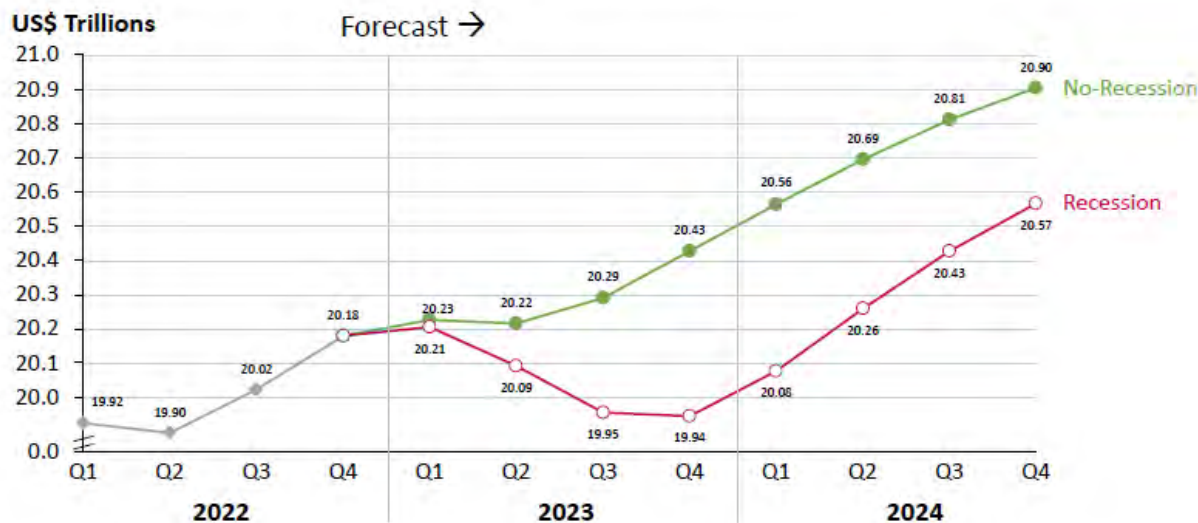
<sup>6</sup> [https://www.bea.gov/sites/default/files/2023-02/tech4q22\\_2nd.pdf](https://www.bea.gov/sites/default/files/2023-02/tech4q22_2nd.pdf)



## Financial Status Report as of January 31, 2023

The December 2022 UCLA Anderson Forecast projects strong GDP performance in the 4<sup>th</sup> quarter 2022 driven by consumption and business investment. After that point, the Forecast has differing projections based on the recession or no-recession scenarios as illustrated below. The real GDP gap between these scenarios totals \$490 billion by the end of 2023 and \$330 billion by 2024.

Real GDP Levels, US\$ Trillions, Chained 2012 Prices, Seasonally Adjusted Annual Rates



Source: UCLA Anderson Forecast and U.S. Bureau of Economic Analysis

The State and local employment levels remain strong. After the State's largest increase in the unemployment rate in April 2020, the California unemployment rate remained flat at 4.1% between November and December 2022. This rate is lower compared to the 5.8% rate in December 2021. California has now regained all of the 2.76 million nonfarm jobs lost due to COVID-19 in March and April 2020 and has outpaced the country's job growth as a whole by 0.6%.<sup>7</sup>

The unadjusted unemployment rate in the San José-Sunnyvale-Santa Clara Metropolitan Statistical Area (MSA) slightly decreased to 2.1% in December 2022, from a revised 2.4% in November 2022, and is below the December 2021 level of 2.9% and the February 2020 pre-pandemic level of 2.6%. Between December 2021 and December 2022, employment in this region increased by 47,100 jobs, or 4.1%.<sup>8</sup> The largest increases were in professional and business services (up 12,200 jobs), private educational and health services (up 9,800 jobs), and leisure and hospitality (up by 8,600 jobs).

Staff will continue to closely monitor the economic environment and the City's financial performance and provide updates through the Monthly Financial Reports.

<sup>7</sup> [https://edd.ca.gov/en/about\\_edd/news\\_releases\\_and\\_announcements/unemployment-december-2022/](https://edd.ca.gov/en/about_edd/news_releases_and_announcements/unemployment-december-2022/)

<sup>8</sup> [https://labormarketinfo.edd.ca.gov/file/lfmonth/sjos\\$pd.pdf](https://labormarketinfo.edd.ca.gov/file/lfmonth/sjos$pd.pdf)



## Financial Status Report as of January 31, 2023

### General Fund Revenues

As of January 31, 2023, \$131.4 million, or 55% of the General Fund estimated revenue (excluding transfers) was received. Transfers and use of reserves of \$45.0 million have occurred as budgeted. Revenue collections are tracking to end the year above budget and are higher when compared to collections last fiscal year.

#### CITY OF SANTA CLARA GENERAL FUND REVENUES OVERVIEW AND COMPARISON BY TYPE

Function	FISCAL YEAR 2022/23				PY REVENUE COMPARISON		
	Adopted Budget	Amended Budget	Actual Through 01/31/2023	Percentage Received	Actual Through 01/31/2022	\$ Change From Prior Year	Percentage Change
<b>TAXES</b>							
Sales Tax	\$ 60,173,000	\$ 60,173,000	\$ 26,001,542	43.21%	\$ 22,666,505	\$ 3,335,037	14.71%
Property Tax	75,261,000	75,261,000	43,319,987	57.56%	37,721,113	5,598,874	14.84%
Transient Occupancy Tax	12,600,000	12,600,000	9,115,846	72.35%	3,347,211	5,768,635	172.34%
Other Taxes	6,260,000	6,260,000	2,472,870	39.50%	2,682,067	(209,197)	-7.80%
<b>Total Taxes</b>	<b>154,294,000</b>	<b>154,294,000</b>	<b>80,910,245</b>	<b>52.44%</b>	<b>66,416,896</b>	<b>14,493,349</b>	<b>21.82%</b>
<b>LICENSES &amp; PERMITS</b>							
Business Licenses	900,000	900,000	495,579	55.06%	486,320	9,259	1.90%
Fire Operation Permits	2,100,000	2,358,000	1,129,278	47.89%	1,139,577	(10,299)	-0.90%
Miscellaneous Permits	72,000	72,000	33,136	46.02%	37,516	(4,380)	-11.68%
<b>Total Licenses &amp; Permits</b>	<b>3,072,000</b>	<b>3,330,000</b>	<b>1,657,993</b>	<b>49.79%</b>	<b>1,663,413</b>	<b>(5,420)</b>	<b>-0.33%</b>
<b>FINES &amp; PENALTIES</b>	<b>1,465,000</b>	<b>1,615,000</b>	<b>161,916</b>	<b>10.03%</b>	<b>205,366</b>	<b>(43,450)</b>	<b>-21.16%</b>
<b>INTERGOVERNMENTAL</b>	<b>310,000</b>	<b>310,000</b>	<b>375,070</b>	<b>120.99%</b>	<b>599,956</b>	<b>(224,886)</b>	<b>-37.48%</b>
<b>CHARGES FOR SERVICES</b>	<b>31,258,098</b>	<b>31,258,098</b>	<b>19,132,687</b>	<b>61.21%</b>	<b>16,631,094</b>	<b>2,501,593</b>	<b>15.04%</b>
<b>SILICON VALLEY POWER TRANSFER</b>	<b>26,170,000</b>	<b>26,170,000</b>	<b>16,708,934</b>	<b>63.85%</b>	<b>15,034,470</b>	<b>1,674,464</b>	<b>11.14%</b>
<b>USE OF MONEY &amp; PROPERTY</b>							
Interest	2,532,000	2,532,000	916,344	36.19%	865,946	50,398	5.82%
Rent	10,584,266	10,584,266	6,095,663	57.59%	5,385,709	709,954	13.18%
<b>Total Use of Money &amp; Property</b>	<b>13,116,266</b>	<b>13,116,266</b>	<b>7,012,007</b>	<b>53.46%</b>	<b>6,251,655</b>	<b>760,352</b>	<b>12.16%</b>
<b>MISCELLANEOUS REVENUES</b>	<b>150,000</b>	<b>189,099</b>	<b>1,939,692</b>	<b>1025.75%</b>	<b>399,612</b>	<b>1,540,080</b>	<b>385.39%</b>
<b>OTHER FINANCING SOURCES</b>							
Operating Transfer In - Storm Drain	1,454,000	1,454,000	1,454,000	100.00%	1,454,000	-	0.00%
Operating Transfer In - Reserves	25,812,244	36,719,079	36,719,079	100.00%	32,758,819	3,960,260	12.09%
Operating Transfer In - Fund Balances <sup>(2)</sup>	4,484,726	4,484,726	4,484,726	100.00%	4,817,658	(332,933)	-6.91%
Operating Transfer In - Miscellaneous	2,127,374	2,370,374	2,370,374	100.00%	5,427,399	(3,057,025)	-56.33%
<b>Total Other Financing Sources</b>	<b>33,878,344</b>	<b>45,028,179</b>	<b>45,028,179</b>	<b>100.00%</b>	<b>44,457,876</b>	<b>570,302</b>	<b>1.28%</b>
<b>STADIUM OPERATION</b>							
Charges for Services	7,889,147	7,889,147	2,822,623	35.78%	1,655,345	1,167,278	70.52%
Rent and Licensing	752,500	752,500	678,661	90.19%	286,278	392,383	137.06%
<b>Total Stadium Operation</b>	<b>8,641,647</b>	<b>8,641,647</b>	<b>3,501,284</b>	<b>40.52%</b>	<b>1,941,623</b>	<b>1,559,661</b>	<b>80.33%</b>
<b>TOTAL GENERAL FUND</b>	<b>\$ 272,355,355</b>	<b>\$ 283,952,289</b>	<b>\$ 176,428,007</b>	<b>62.13%</b>	<b>\$ 153,601,961</b>	<b>\$ 22,826,046</b>	<b>14.86%</b>

(1) The Operating Transfer In - Fund Balances includes the carryover encumbrances of open purchase orders as of June 30, 2022 and mid year budget amendment from reserves.

### General Fund Revenues

**Sales Tax:** The City of Santa Clara sales tax rate is 9.0%, of which the City receives 1.0%. As of January 31, 2023, approximately \$26.0 million has been collected. This reflects an increase of \$3.3 million when compared to collections through the same period last fiscal year. In this fiscal year, sales tax receipts increased 15.7% in the July – September 2022 quarter and 2.4% in the October – December 2022 quarter when compared to the same quarters last fiscal year. Growth of 3% is needed in the remaining two quarters of Fiscal Year 2022/23 to meet the budgeted estimate of \$59.4 million. Internet sales represents a sizeable amount of the City's sales tax revenue. The County pool, which includes internet sales, accounts for approximately 20% of the sales tax the City receives.

**Property Tax:** Through January, 57.6% of the property tax budgeted estimate has been received. The majority of property tax revenue is collected in February and April each year. Based on information from the County of Santa Clara, property tax receipts are projected to end the year at \$81.6 million, well above the Adopted Budget estimate of \$75.3 million. This reflects an increase of 9.4% from the prior year.

**Transient Occupancy Tax (TOT):** TOT is calculated as a percentage of City hotel/motel room charges. The City's TOT rate is 11.5%. Through January 31, 2023, approximately \$9.1 million has been received, which is significantly higher than receipts through the same period last fiscal year of \$3.3 million. As businesses continue to recover from the COVID-19 impacts, it is anticipated that TOT will increase compared to last fiscal year. Based on current collection trends, TOT receipts are expected to end the year at approximately \$19 - \$20 million, exceeding the budgeted estimate of \$12.6 million.

**Other Taxes:** Includes franchise tax and documentary transfer tax. The City has collected \$2.5 million through January, which higher than prior year collection levels. Receipts through December reflect higher collections in the franchise tax category that is partially offset by lower receipts in the documentary transfer tax category. Based on current collection trends, Other Taxes collections are projected to slightly exceed the budgeted estimate of \$6.3 million.

**Licenses & Permits:** Includes business licenses, fire operation permits, and miscellaneous permits and fees. Effective FY 2021/22, building, electric, plumbing, and mechanical permits are budgeted in the Building Development Services Fund, which is reflected in the Special Revenue section of this report. Licenses and permits revenue collections are tracking below par with receipts totaling \$1.7 million, or 50% of the budget of \$3.3 million, through January. This collection level is slightly above the prior fiscal year level.

**Fines & Penalties:** Includes vehicle, parking, court fines, and miscellaneous penalty fines. The revenue of approximately \$0.2 million collected through January is tracking to end the year well below the budgeted estimate of \$1.6 million largely due to the waiving of late fees implemented in response to COVID-19.

**Intergovernmental:** Includes motor vehicle fees, state homeowner tax relief, fire mutual aid, state mandated reimbursement and redistribution of land sale proceeds and ground leases from the

Successor Agency. Through January 31, 2023, \$0.4 million has been received, which is lower than the prior year collection level but above the budgeted estimate. Fire mutual aid revenues are recommended to be recognized and appropriated to the Fire Department to support their operations.

**Charges for Services:** Includes various plan check and zoning-related fees, engineering fees, administrative fees, and community service revenue from various recreational activities. Through January 31, 2023, collections are tracking within the budgeted estimate at \$19.1 million, or 61.2% of the budget. This reflects an 15% increase compared to last year's collections through the same period of \$16.6 million. This increase is a result of higher collections for planning and zoning fees, technology fee, engineering fees, and Fire EMS fees.

**Silicon Valley Power Transfer:** In accordance with the City's charter, Silicon Valley Power pays 5.0% of gross revenues to the General Fund. As of January 31, 2023, \$16.7 million has been received. Transfers throughout the year are based on the budgeted estimate and will be trued up at the end of the fiscal year based on actual performance.

**Use of Money & Property:** Includes realized investment income and rental income. Interest income and rent revenue collections totaled \$7.0 million, or 53.5% of the budget. These collections are higher than collections through last fiscal year of \$6.3 million. Collections are expected to meet or exceed the budgeted estimate of \$13.1 million.

**Miscellaneous Revenues:** Includes developer fees, donations, damage recovery, sale of surplus, and one-time miscellaneous revenues. Through January 31, 2023, collections of \$1.9 million are higher than collections through the same period last fiscal year of \$0.3 million. This increase is primarily attributable to the settlement between the City, the Santa Clara Stadium Authority, and the Forty-Niners SC Stadium Company LLC and Forty Niners Stadium Management Company LLC (collectively, the Forty-Niners).

**Stadium Operation:** As of January 31, 2023, charges for services collected through the Stadium totaled \$3.51 million, which is below par for this time of year. This is still significantly higher than collections through the same period last year resulting from the reopening of Stadium for events. A budget amendment is recommended in this report to increase both the charges for services estimate and appropriations for Stadium as a result of higher expenses related to the additional playoff games held at Levi's Stadium.

## Financial Status Report as of January 31, 2023

### General Fund Expenditures

As of January 31, 2023, \$158.1 million or 55.7% of the General Fund operating budget had been expended. This is significantly lower than last fiscal year due to lower budgeted transfers to other funds; last year included a one-time transfer of the Building Inspection Reserve to the new Building Development Services Fund as well as higher transfers to Capital Funds. Overall, expenditures in the General Fund are within budgeted levels through January. Departmental expenditures totaled \$146.3 million, or 53.7% of the budget, which is below the par level of 58% of the budget. Several cost-control measures that were implemented in FY 2019/20 remain in place to generate expenditure savings. These measures include a hiring freeze and controls around overtime, as-needed staff, marketing, travel, technology and vehicle purchases. With these measures, expenditures are expected to end the year below budget.

#### CITY OF SANTA CLARA GENERAL FUND EXPENDITURES OVERVIEW AND COMPARISON BY FUNCTION

Function	FISCAL YEAR 2022/23				PY EXPENDITURES COMPARISON		
	Adopted Budget	Amended Budget	Actual Through 01/31/2023	Percentage Used	Actual Through 01/31/2022	Change From Prior Year	Percentage Change
<b>GENERAL GOVERNMENT</b>							
Non-Departmental	\$ 7,514,334	\$ 9,689,394	\$ 2,858,828	29.50%	\$ 2,567,224	\$ 291,603	11.36%
City Council	861,105	862,396	378,064	43.84%	486,641	(108,577)	-22.31%
City Clerk	2,076,112	2,093,661	1,344,946	64.24%	799,301	545,645	68.27%
City Manager	6,085,321	6,292,428	2,565,989	40.78%	2,846,907	(280,918)	-9.87%
City Attorney	3,202,735	3,690,974	1,834,500	49.70%	1,419,126	415,374	29.27%
Human Resources	4,508,710	4,828,451	2,104,335	43.58%	2,089,060	15,275	0.73%
Finance	19,045,131	20,272,300	9,753,119	48.11%	8,960,984	792,135	8.84%
<b>Total General Government</b>	<b>43,293,448</b>	<b>47,729,604</b>	<b>20,839,781</b>	<b>43.66%</b>	<b>19,169,243</b>	<b>1,670,537</b>	<b>8.71%</b>
<b>PUBLIC WORKS</b>	<b>24,021,840</b>	<b>25,092,840</b>	<b>12,624,862</b>	<b>50.31%</b>	<b>12,723,439</b>	<b>(98,577)</b>	<b>-0.77%</b>
<b>COMMUNITY DEVELOPMENT</b>	<b>5,398,007</b>	<b>5,665,420</b>	<b>2,597,951</b>	<b>45.86%</b>	<b>2,684,587</b>	<b>(86,636)</b>	<b>-3.23%</b>
<b>PARKS AND RECREATION</b>	<b>21,695,302</b>	<b>22,287,115</b>	<b>11,536,921</b>	<b>51.76%</b>	<b>10,355,185</b>	<b>1,181,736</b>	<b>11.41%</b>
<b>PUBLIC SAFETY</b>							
Fire	62,298,852	65,944,826	39,300,348	59.60%	35,277,582	4,022,766	11.40%
Police	84,615,023	85,779,549	47,064,935	54.87%	42,754,936	4,309,999	10.08%
<b>Total Public Safety</b>	<b>146,913,875</b>	<b>151,724,375</b>	<b>86,365,283</b>	<b>56.92%</b>	<b>78,032,518</b>	<b>8,332,765</b>	<b>10.68%</b>
<b>LIBRARY</b>	<b>11,889,451</b>	<b>12,277,870</b>	<b>6,013,159</b>	<b>48.98%</b>	<b>4,967,166</b>	<b>1,045,993</b>	<b>21.06%</b>
<b>DEPARTMENTAL TOTAL</b>	<b>253,211,923</b>	<b>264,777,224</b>	<b>139,977,956</b>	<b>52.87%</b>	<b>127,932,138</b>	<b>12,045,818</b>	<b>9.42%</b>
<b>OTHER FINANCING USES</b>							
Operating Transfer Out - Miscellaneous	38,809	38,809	38,809	100.00%	23,851,216	(23,812,407)	-99.84%
Operating Transfer Out - Debt Services	1,402,275	1,402,275	1,402,275	100.00%	2,501,439	(1,099,164)	-43.94%
Operating Transfer Out - Maintenance Dtrct	842,700	842,700	842,700	100.00%	771,349	71,351	9.25%
Operating Transfer Out - Cemetery	870,000	870,000	870,000	100.00%	850,000	20,000	2.35%
Operating Transfer Out - CIP	8,625,501	8,641,613	8,641,613	100.00%	11,773,925	(3,132,312)	-26.60%
Operating Transfer Out - Reserves	-	-	-	N/A	3,309,009	(3,309,009)	-100.00%
<b>Total Other Financing Uses</b>	<b>11,779,285</b>	<b>11,795,397</b>	<b>11,795,397</b>	<b>100.00%</b>	<b>43,056,938</b>	<b>(31,261,541)</b>	<b>-72.61%</b>
<b>STADIUM OPERATION</b>	<b>7,364,147</b>	<b>7,379,668</b>	<b>6,285,522</b>	<b>85.17%</b>	<b>4,611,946</b>	<b>1,673,576</b>	<b>36.29%</b>
<b>TOTAL GENERAL FUND</b>	<b>\$ 272,355,355</b>	<b>\$ 283,952,289</b>	<b>\$ 158,058,875</b>	<b>55.66%</b>	<b>\$ 175,601,022</b>	<b>\$ (17,542,147)</b>	<b>-9.99%</b>

### General Fund Expenditures

Below is an explanation of certain budget to actual expenditure variances by department.

**Non-Departmental:** Includes expenditures that are not attributable to a single department, but a function of the City in general. As of January 31, 2023, expenditures totaled \$2.9 million, or 29.5% of the budget. These expenditures are tracking below budget but are higher than the prior year levels, primarily as a result of higher expenditures in the contractual services as well as salaries and benefits categories.

**City Attorney:** Through January, actual expenditures totaled approximately \$1.8 million, which is below expected levels at 58% of the budget. Spending is 29% above the total expenditures through the same time last fiscal year due to higher contractual legal services costs and salaries and benefits.

**City Clerk:** Through January, actual expenditures were tracking above budget at \$1.3 million or approximately 64.2% of the budget. This reflects a 68% increase in spending compared to prior year spend levels. This is a result of higher salaries and benefits costs in addition to one-time special election and Granicus costs that are paid every other year. Although expenditures are tracking above par, it is still anticipated that the Department will end the year within budget.

**City Council:** Through January, expenditures were at 43.8% of budget, which is below par. Compared to the same period through last fiscal year, this reflects a spending decrease of approximately 22%, which is primarily the result of savings due to vacancies within the department.

**City Manager:** Expenditures through January totaled \$2.6 million, or 40.8% of the budget, which is below par for this time of the year. Expenditures are also 10% lower compared with the spending level through the same period last fiscal year. This decrease reflects lower spending in contractual services and salaries and benefits; however, this is offset by higher spending in the as-needed category.

**Community Development Department:** This department consists of three divisions: Planning, Building, and Housing and Community Services. The Building division of this department is reflected in the Building Development Services Fund, which falls under the special revenue section of this report. Through January, departmental expenditures for the Planning and Housing and Community Services divisions totaled \$2.6 million, or 46% of budget, which is below the par level of 58%. Expenditures were slightly below the spending through the same period last fiscal year due to lower non-personnel expenditures.

**Finance Department:** Through January, the Department's expenditures totaled \$9.8 million, or 48.1% of the budget, which is below par. This expenditure level was approximately 8.8% higher than expenditure levels through the same period last year. This is a result of higher expenditures primarily in the salaries and benefits categories, which is partially offset by lower spending in the contractual services category.

**Fire Department:** Through January 31, 2023, expenditures totaled \$39.3 million, or 59.6% of the budget, which is slightly above par. These expenditures reflect a 11.4% increase from expenditures

through the same period last fiscal year. This increase in spending reflects higher costs in the salaries and benefits, as-needed, contractual services, maintenance, and capital outlay categories. Overtime expenditures are tracking at 98% of the budget, which is well above par for this time of year. While this overtime figure is high, it is important to note that overtime is used to backfill for vacant positions and the vacancy savings offset a portion of the overtime costs. In addition, overtime costs are higher due to mutual aid efforts that will be reimbursed. A budget amendment is recommended in this report to recognize and appropriate \$0.3 million for Cal OES reimbursements.

**Library Department:** Through January, actual expenditures totaled \$6.0 million, or 49% of the budget, which is below par, but nearly 21% higher than expenditure levels last fiscal year. This is a result of the resuming of full operations which began earlier this calendar year.

**Parks and Recreation Department:** Through January, actual expenditures totaled approximately \$11.5 million, or 51.8% of the budget, which is below par, but above the prior year actuals of \$10.4 million. This is due to the department resuming activities that were previously impacted by COVID-19 restrictions.

**Police Department:** Expenditures through January are tracking below expected levels at \$47.1 million, or 54.9% of the budget. This is approximately 10% higher when compared to spending levels through the same period last fiscal year, primarily reflecting higher charges in the salaries and benefits, as-needed, and contractual services categories.

**Stadium Operation:** Stadium operating expenditures are incurred first and billed on a reimbursement basis creating a timing difference in revenue recognition. Stadium expenditures totaled approximately \$6.3 million through January and are tracking above budgeted levels at 85.2%. This is 36.3% higher than expenditures through the same period last year, as a direct result of the reopening of the Stadium for events. A budget amendment is recommended in this report to increase the Stadium appropriation to cover costs associated with the additional playoff games held at Levi's Stadium. This increase is recommended to be offset by an increase in Charges for Services revenue.

## Financial Status Report as of January 31, 2023

### Special Revenue Funds

The table below is a summary of revenues and expenditures of select Special Revenue Funds as of January 31, 2023. The amended budget reflects carryover encumbrances from fiscal year 2021/22 and budget amendments approved by the City Council through January 2023. Effective July 1, 2021, all Building Division revenues and expenditures are budgeted and accounted for in the Building Development Services Fund, which is included in the table below.

Revenues totaled \$14.3 million, or 52.8% of budget, while expenditures totaled \$13.9 million, or 39.9% of budget through the end of January. Overall, revenues and expenditures are tracking below par of 58%. The negative expenditure in the City Affordable Housing Fund reflects an accounting change in the special disbursements category. Originally, the full loan amount was charged; however, the charges now only reflect the progress through the construction period.

### CITY OF SANTA CLARA SPECIAL REVENUE FUNDS REVENUE AND EXPENDITURE - OVERVIEW AND COMPARISON BY FUND

Fund Description	REVENUES - FISCAL YEAR 2022/23				PRIOR YEAR REVENUE COMPARISON		
	Adopted Budget	Amended Budget	Actual Through 1/31/2023	Percentage received	Actual Through 1/31/2022	\$ Change From Prior Year	Percent Change
Housing Authority Fund	\$ 280,000	\$ 252,495	\$ 47,606	18.85%	\$ 236,259	\$ (188,653)	-79.85%
City Affordable Housing Fund	682,000	7,162,700	226,563	3.16%	1,445,601	(1,219,038)	-84.33%
Housing Successor Fund	350,000	1,306,326	461,980	35.36%	491,421	(29,441)	-5.99%
Housing and Urban Development	1,810,000	3,924,461	650,708	16.58%	1,511,246	(860,538)	-56.94%
Building Development Services Fee Fund	14,112,000	14,464,458	12,933,744	89.42%	9,099,505	3,834,239	42.14%
<b>TOTAL</b>	<b>\$ 17,234,000</b>	<b>\$ 27,110,440</b>	<b>\$ 14,320,601</b>	<b>52.82%</b>	<b>\$ 12,784,032</b>	<b>\$ 1,536,569</b>	<b>12.02%</b>

Fund Description	EXPENDITURES - FISCAL YEAR 2022/23				PRIOR YEAR EXPENDITURE COMPARISON		
	Adopted Budget	Amended Budget	Actual through 1/31/2023	Percentage used	Actual through 1/31/2022	\$ Change From Prior Year	Percent Change
Housing Authority Fund	\$ 380,363	\$ 559,503	\$ 116,014	20.74%	\$ 67,999	\$ 48,015	70.61%
City Affordable Housing Fund	1,685,731	5,499,145	(255,883)	-4.65%	534,608	(790,491)	-147.86%
Housing Successor Fund	1,242,599	6,049,148	5,368,963	88.76%	446,696	4,922,267	1101.93%
Housing and Urban Development	2,355,815	5,199,984	1,105,342	21.26%	1,639,497	(534,155)	-32.58%
Building Development Services Fee Fund	13,360,809	17,682,237	7,610,307	43.04%	6,009,680	1,600,627	26.63%
<b>TOTAL</b>	<b>\$ 19,025,317</b>	<b>\$ 34,990,017</b>	<b>\$ 13,944,743</b>	<b>39.85%</b>	<b>\$ 8,698,480</b>	<b>\$ 5,246,263</b>	<b>60.31%</b>



### Governmental Capital Improvement Funds

The table below lists the revenue for selected capital improvement funds. The amended budget reflects current year appropriations, prior year carryover, and budget amendments approved through January 2023. As of January 31, 2023, the capital fund revenue totaled \$34.7 million. In the Parks and Recreation Capital Fund, \$25.7 million has been collected, which includes \$25.2 million in Mitigation Fee Act revenue.

### CITY OF SANTA CLARA GOVERNMENTAL CAPITAL IMPROVEMENT FUNDS REVENUE - OVERVIEW AND COMPARISON BY SELECTED FUND

Fund Description	REVENUES - FISCAL YEAR 2022/23				
	Current Year Appropriation	Prior Year Carryforward	Total Amended Budget	Actual Through 1/31/2023	Percentage Used
Parks & Recreation	\$ 1,075,000	\$ 3,301,620	\$ 4,376,620	\$ 25,674,008	586.62%
Streets & Highways	6,325,096	15,921,680	22,246,776	2,678,660	12.04%
Storm Drain	1,454,000	-	1,454,000	846,053	58.19%
Public Buildings	-	100,000	100,000	-	0.00%
Related Santa Clara Developer	2,968,317	1,118,024	4,086,341	997,362	24.41%
Patrick Henry Drive	69,205	-	69,205	-	0.00%
Infrastructure Improvement Fund					
Tasman East Specific	2,413,605	-	2,413,605	2,419,501	100.24%
Infrastructure Improvement Fund					
TOTAL	\$ 14,305,223	\$ 20,441,324	\$ 34,746,547	\$ 32,810,394	94.43%



## Financial Status Report as of January 31, 2023

The table below lists the total amended budgeted amounts for expenditures in the Capital Improvement Funds. Similar to the revenue table, the amended expenditure budgets consist of current year appropriations, prior year carryover encumbrance balances in Governmental Capital Improvement Funds, and budget amendments approved through January 2023. As of January 31, 2023, capital fund expenditures totaled \$21.6 million, or 15% of the amended budget.

As part of the adoption of the FY 2022/23 and FY 2023/24 capital improvement program budget, some capital funds were carried over for projects that were not anticipated to be completed by June 30, 2022. Necessary additional adjustments to the capital carryover amounts were included as part of the Budgetary Year-End Report for FY 2021/22 approved on December 6, 2022. These adjustments are reflected in the table below.

The carryover of prior year budget amounts is necessary when services or projects are started but not completed at the end of the fiscal year. This is especially true for the Capital Improvement Program (CIP) that typically spans several years. The table below displays the expenditure budget for the General Government capital funds excluding transfers.

### CITY OF SANTA CLARA GOVERNMENTAL CAPITAL IMPROVEMENT FUNDS EXPENDITURE - OVERVIEW AND COMPARISON BY FUND

EXPENDITURES - FISCAL YEAR 2022/23						
Fund Description	Current Year Appropriation	Prior Year Carryforward	Total Amended Budget	Actual Through 1/31/2023	Percentage Used	
Parks & Recreation	\$ 9,164,819	\$ 20,913,971	\$ 30,078,790	\$ 2,858,647	9.50%	
Streets & Highways	27,025,308	53,175,624	80,200,932	10,724,311	13.37%	
Storm Drain	5,181,209	2,745,531	7,926,740	2,847,768	35.93%	
Fire	1,506,478	395,077	1,901,555	209,366	11.01%	
Library	413,111	35,747	448,858	77,357	17.23%	
Public Buildings	2,859,686	2,439,492	5,299,178	524,991	9.91%	
General Govt - Other	3,687,314	6,158,460	9,845,774	1,179,330	11.98%	
City Affordable Housing Capital	-	1,600,000	1,600,000	-	0.00%	
Related Santa Clara Developer	3,566,699	-	3,566,699	1,409,067	39.51%	
Patrick Henry Drive	69,205	-	69,205	30,056	43.43%	
Infrastructure Improvement Fund						
Tasman East Specific Infrastructure Improvement Fund	3,221,395	-	3,221,395	1,783,209	55.36%	
<b>TOTAL</b>	<b>\$ 56,695,224</b>	<b>\$ 87,463,902</b>	<b>\$ 144,159,126</b>	<b>\$ 21,644,102</b>	<b>15.01%</b>	

## Financial Status Report as of January 31, 2023

### Enterprise Funds

The table below is a summary of revenues and expenses for the Enterprise Operating Funds as of January 31, 2023. Overall, revenues and expenditures are tracking below budgeted levels.

Revenues and expenditures are tracking above last fiscal year levels. Expenditures are tracking higher in the Water Recycling Fund and Water Utility Fund as a result of higher spending in the resources category.

### CITY OF SANTA CLARA ENTERPRISE OPERATING FUNDS REVENUES AND EXPENSES - OVERVIEW AND COMPARISON BY FUND

Fund Description	REVENUES - FISCAL YEAR 2022/23				PRIOR YEAR REVENUE COMPARISON		
	Adopted Budget	Amended Budget	Actual Through 1/31/2023	Percentage received	Actual Through 1/31/2022	\$ Change From Prior Year	Percent Change
Electric Utility Fund	\$ 615,818,445	\$ 629,425,236	\$ 324,545,295	51.56%	\$ 289,792,335	\$ 34,752,960	11.99%
Water Utility Fund	48,358,520	48,358,520	28,043,498	57.99%	27,559,165	484,333	1.76%
Sewer Utility Fund	40,459,345	40,459,345	26,973,292	66.67%	32,707,154	(5,733,862)	-17.53%
Cemetery Fund	600,000	600,000	336,249	56.04%	453,944	(117,695)	-25.93%
Solid Waste Utility Fund	37,245,092	37,245,092	19,207,225	51.57%	17,980,205	1,227,020	6.82%
Water Recycling Fund	5,708,446	5,708,446	3,794,625	66.47%	3,672,122	122,503	3.34%
<b>TOTAL REVENUE</b>	<b>\$ 748,189,848</b>	<b>\$ 761,796,639</b>	<b>\$ 402,900,184</b>	<b>52.89%</b>	<b>\$ 372,164,925</b>	<b>\$ 30,735,259</b>	<b>8.26%</b>

Fund Description	EXPENSES - FISCAL YEAR 2022/23				PRIOR YEAR EXPENSE COMPARISON		
	Adopted Budget	Amended Budget	Actual through 1/31/2023	Percentage Used	Actual through 1/31/2022	\$ Change From Prior Year	Percent Change
Electric Utility Fund	\$ 603,681,580	\$ 606,426,798	\$ 296,853,789	48.95%	\$ 285,592,662	\$ 11,261,127	3.94%
Water Utility Fund	46,797,065	48,768,438	26,514,874	54.37%	23,464,770	3,050,104	13.00%
Sewer Utility Fund	30,825,023	33,220,466	16,297,035	49.06%	15,540,614	756,421	4.87%
Cemetery Fund	1,539,796	1,545,944	840,685	54.38%	818,203	22,482	2.75%
Solid Waste Utility Fund	36,626,118	40,169,992	17,884,112	44.52%	16,707,763	1,176,349	7.04%
Water Recycling Fund	5,729,413	5,739,135	3,691,262	64.32%	3,056,186	635,076	20.78%
<b>TOTAL - Operating Appropriations</b>	<b>\$ 725,198,995</b>	<b>\$ 735,870,773</b>	<b>\$ 362,081,757</b>	<b>49.20%</b>	<b>\$ 345,180,198</b>	<b>\$ 16,901,559</b>	<b>4.90%</b>

Revenues in the electric (which also includes the Electric Debt Service Fund), water, and sewer utility (which also includes the Sewer Debt Service Fund) and water recycling funds are primarily from customer service charges. The activity levels for these customer service charges also impact the resource and production costs on the expenditure side for these funds. The lower the revenue from customer service charges, the lower the expenditures in the resource and production category.

A summary of revenue and expenses in the Enterprise Capital Improvement Funds are detailed in the tables below. Actual revenue through January 31, 2023 totaled \$24.0 million, consisting primarily of developer contributions in the Electric Utility Fund and transfers from operating in the Sewer Utility Fund. Enterprise capital fund expenses totaled \$35.3 million, or 12.9% of the amended budget. Similar to the general government capital funds, capital funds were carried over into next fiscal year as part of the FY 2022/23 and FY 2023/24 budget adoption process for those projects that have not yet been completed. Adjustments to the capital carryover amounts based on actual year-end expenditures were approved as part of the Budgetary Year-End Report for FY 2021/22 on December 6, 2022 and are reflected below.

### CITY OF SANTA CLARA ENTERPRISE CAPITAL IMPROVEMENT FUNDS REVENUE - OVERVIEW AND COMPARISON BY SELECTED FUND

Fund Description	REVENUES - FISCAL YEAR 2022/23				
	Current Year Appropriation	Prior Year Carryforward	Total Amended Budget	Actual Through 1/31/2023	Percentage Used
Electric Utility Fund	\$ 37,850,877	\$ 14,554,461	\$ 52,405,338	\$ 13,084,007	24.97%
Street Lighting <sup>(1)</sup>	-	-	-	36,229	N/A
Sewer Utility Fund	-	-	-	10,899,790	N/A
Solid Waste Utility Fund	250,000	65,000	315,000	4,333	1.38%
<b>TOTAL - CIP Appropriations</b>	<b>\$ 38,100,877</b>	<b>\$ 14,619,461</b>	<b>\$ 52,720,338</b>	<b>\$ 24,024,359</b>	<b>45.57%</b>

### CITY OF SANTA CLARA ENTERPRISE CAPITAL IMPROVEMENT FUNDS EXPENDITURE - OVERVIEW AND COMPARISON BY FUND

Fund Description	EXPENSES - FISCAL YEAR 2022/23				
	Current Year Appropriation	Prior Year Carryforward	Total Amended Budget	Actual Through 1/31/2023	Percentage Used
Electric Utility Fund	\$ 130,791,189	\$ 80,191,903	\$ 210,983,092	\$ 28,631,873	13.57%
Street Lighting <sup>(1)</sup>	239,338	5,637,312	5,876,650	68,608	1.17%
Water Utility Fund	8,012,986	-	8,012,986	1,863,204	23.25%
Sewer Utility Fund	22,399,877	23,316,657	45,716,534	3,955,097	8.65%
Cemetery Fund	53,642	233,980	287,622	17,861	6.21%
Solid Waste Utility Fund	891,521	4,488	896,009	351,217	39.20%
Water Recycling Fund	29,774	-	29,774	-	-
Convention Center	-	2,691,883	2,691,883	452,841	0
Capital Fund					
<b>TOTAL - CIP Appropriations</b>	<b>\$ 162,418,327</b>	<b>\$ 112,076,223</b>	<b>\$ 274,494,550</b>	<b>\$ 35,340,701</b>	<b>12.87%</b>

(1) Street Lighting fund is part of Electric Capital Improvement Funds

### Fund Reserves

By policy, City Council established the City's General Contingency Reserve, under which reserves for Budget Stabilization and Capital Projects were established.

- Budget Stabilization Reserve is set aside for weathering economic downturns, emergency financial crisis, or disaster situations. The reserve target is equal to the expenditures of the City's General Fund operations for three months (90-day or 25% General Fund Adopted Operating Budget). In FY 2022/23, the City Council approved an exception to the policy to allow the Reserve to drop below the 25% level.
- Capital Projects Reserve earmarks funds for the Capital Improvement Program.

Other General Reserves and Enterprise Fund Reserves included in this report are highlighted as follows:

- Technology Fee Reserve is set aside to update and/or replace the City's aging technology and to ensure internal controls are in compliance with current business standard and legal requirements.
- Land Sale Reserve is net proceeds from the sale of City-owned land, with interest earned on these funds available to be appropriated for General Fund operating expenditures. This reserve is available for appropriation by City Council action.
- The Electric Utility Rate Stabilization Reserve and Operations and Maintenance Reserve ensure sufficient operating cash is available to cover day-to-day expenses, address unforeseen cost increases or revenue shortfalls, and ensure debt service coverage.
- The Replacement and Improvement Reserve in the Water and Sewer Utility Funds is for future capital improvement.

The table below summarizes select reserve balances.

CITY OF SANTA CLARA  
RESERVE BALANCES  
January 31, 2023

DETAIL OF SELECTED FUND RESERVE BALANCES:			
	GENERAL FUND	ELECTRIC	WATER
Budget Stabilization Reserve	\$ 40,843,152		
Capital Projects Reserve	11,959,656		
Land Sale Reserve	12,882,822		
Technology Fee Reserve	1,925,791		
Electric Rate Stabilization Fund Reserve		\$ 48,776,613	
Electric Operations and Maintenance Reserve		118,765,556	
Replacement & Improvement			\$ 303,090
TOTALS	\$ 67,611,421	\$ 167,542,169	\$ 303,090

### Long-Term Interfund Advances

The funds below have made advances/loans which are not expected to be repaid within the next year. The balances reflected in the table are through January 2023. The loan from the General Fund to Parks and Recreation Facilities reflects proceeds from the Land Sale Reserve for the purchase of property at the Reed and Grant Sports Park. This loan is anticipated to be repaid by 25% of future Mitigation Fee Act revenue until the loan is paid in full.

#### DETAIL OF LONG TERM INTERFUND ADVANCE BALANCES:

<b>Fund Receiving Advance/Loan</b>	<b>Fund Making Advance/Loan</b>	<b>Type</b>	<b>Amount of Advance/Commitment</b>
Parks and Recreation Facilities	General Fund	Loan	5,539,540
<b>TOTALS</b>			<b>\$ 5,539,540</b>

### Donations to the City of Santa Clara

Donations received by department during the month of January 2023 and for fiscal year 2022/23 are shown in the table below.

<b>Department</b>	<b>Jan-23</b>	<b>Fiscal Year 2022/23 Year To Date</b>	<b>Designated Use</b>
City Manager's Office	\$ -	\$ 50	Help Your Neighbor
Parks & Recreation	512	1,761	Case Management
Parks & Recreation	-	1,748	Roberta Jones Jr. Theatre
Parks & Recreation	-	30,600	Wade Brummal
<b>TOTALS</b>	<b>\$ 512</b>	<b>\$ 34,159</b>	



# **City of Santa Clara**

The Center of What's Possible

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## **MONTHLY INVESTMENT REPORT**

**January 2023**

# **City of Santa Clara**

## **Monthly Investment Report**

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## CITY OF SANTA CLARA SUMMARY OF INVESTMENT PORTFOLIO

All securities held by the City of Santa Clara as of January 31, 2023 were in compliance with the City's Investment Policy Statement regarding current market strategy and long-term goals and objectives. All securities held are rated A or higher by two nationally recognized rating agencies. There is adequate cash flow and maturity of investments to meet the City's needs for the next six months.

The following table provides the breakdown of the total portfolio among the City, the Sports and Open Space Authority (SOSA), and the Housing Authority (HA) as of January 31, 2023.

	<u>COST VALUE</u>	<u>PERCENTAGE</u>
City	\$877,609,859	99.53%
SOSA	4,560	0.00%
HA	<u>4,179,752</u>	<u>0.47%</u>
Unrestricted	\$881,794,171	<u>100.00%</u>
Restricted Bond Proceeds	<u>2,187,517</u>	
Total Investments	<u>\$883,981,687</u>	

On January 31, 2023 the cost value and market value of the City's unrestricted pooled investment portfolio were \$881,794,171 and \$847,719,714 respectively.

### Investment Strategy and Market Update

Recession worries persist, but readings of consumer spending and business investment are still showing growth. Strong labor market conditions and slowly but surely moderating inflation have kept the door open for a soft landing.

On February 1, the Federal Reserve (Fed) voted to raise the federal funds overnight target rate by 25 basis points (bps) to a new range of 4.50% to 4.75%. This marks a modest downshift following the 50 bp hike in December and the preceding four consecutive 75 bp hikes. Comments from Fed Chair Jerome Powell emphasized that the Fed anticipates "ongoing increases" may be needed to tame inflation. The Committee meets next on March 22, 2023.

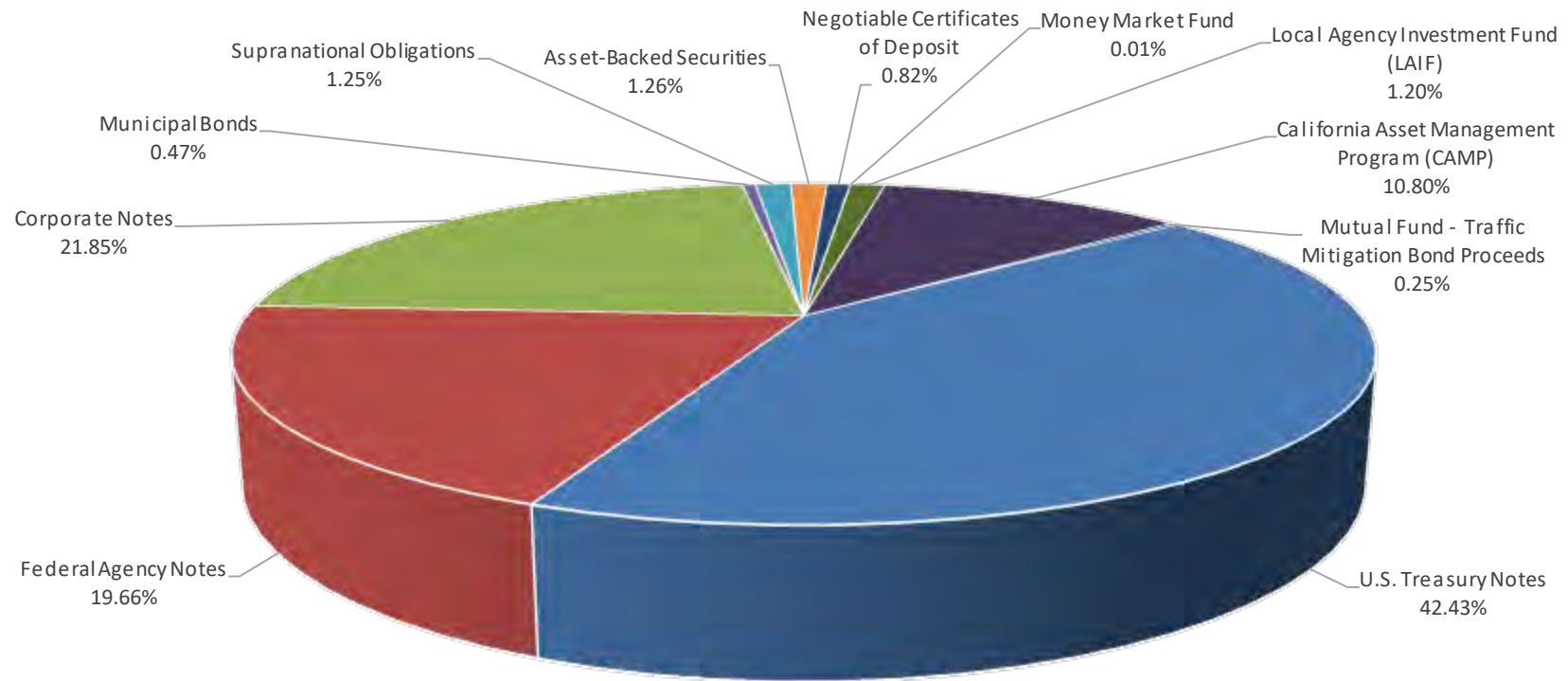
The labor market remains strong as the economy added 517,000 jobs in January, significantly outpacing expectations of 189,000 and the prior release of 260,000. The unemployment rate fell to 3.4%. The Fed has reiterated that the current tightening cycle is likely to result in softening in the labor market, although these figures have yet to materialize that notion. As a result of the blockbuster January jobs report, market sentiment adjusted around expectations for a slightly higher terminal rate and reduced potential for rate cuts in 2023.

The benchmark 3-month, 2- and 10-year U.S. Treasury yields finished the month at 4.67%, 4.20%, and 3.51%, up 30 bps, down 23 bps, and down 37 basis points for the month, respectively.

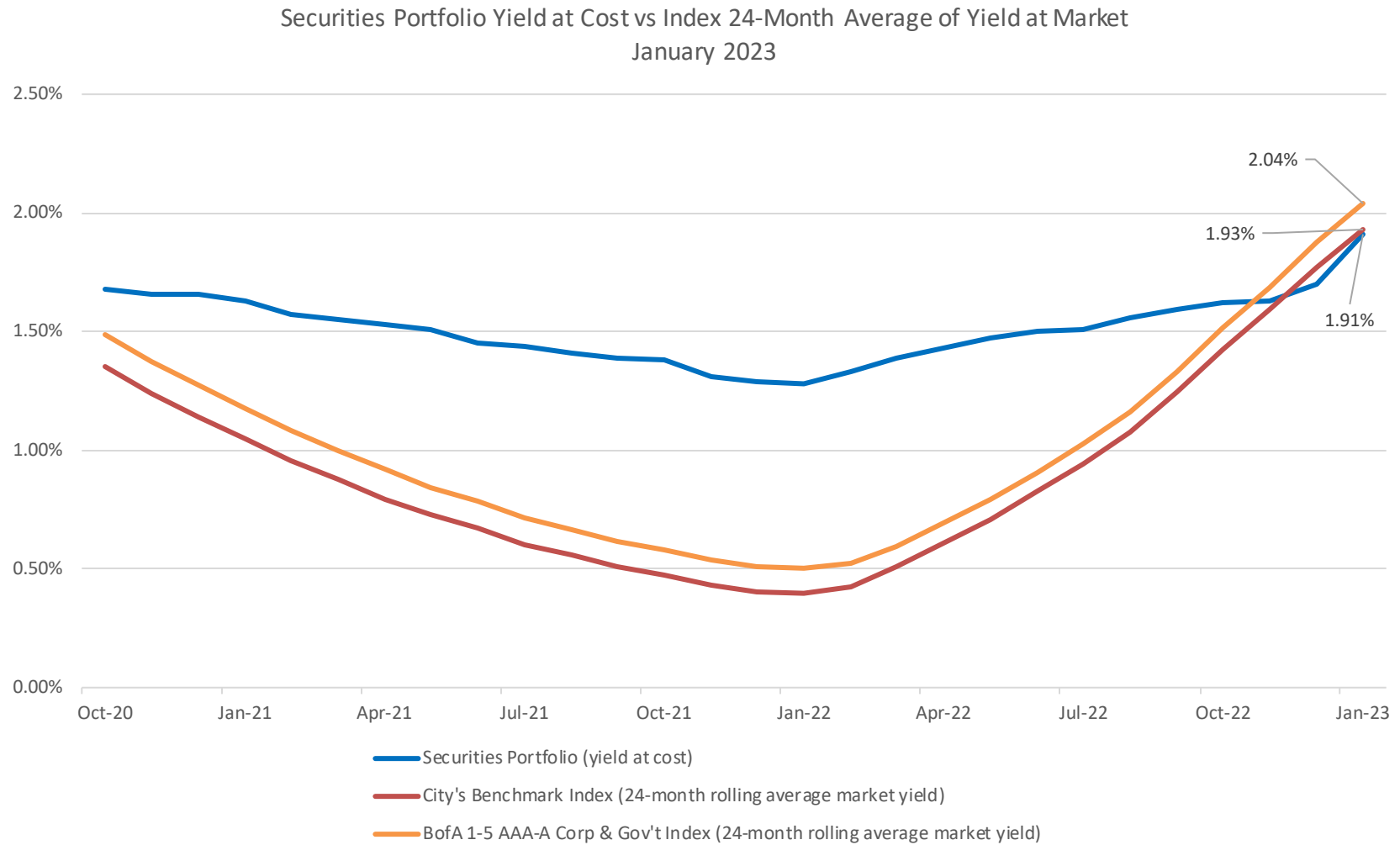
The City's investment strategy for January 2022 was to invest funds not required to meet current obligations, in securities listed in the prevailing Investment Policy Statement, with maturities not to exceed five years from date of purchase. This strategy ensures safety

of the City's funds, provides liquidity to meet the City's cash needs, and earns a reasonable portfolio return. PFM Asset Management LLC began actively managing the City's securities portfolio on September 1, 2020.

As of January 31, 2023, 42.43% of the City's portfolio consists of U.S. Treasury Notes, 21.85% consists of investment grade Corporate Notes, 19.66% consists of Federal Agencies, 10.80% consists of California Asset Management Program (CAMP), 1.26% consists of investment grade Asset-Back Securities, 1.25% consists of investment grade Supranational Obligations, 1.20% consists of Local Agency Investment Fund (LAIF), 0.82% consists of Negotiable Certificates of Deposit, and 0.47% consists of investment grade Municipal Bonds. In addition, City bond proceeds are invested in separate funds and are not included in the calculation of the City's portfolio yield.



The City's securities portfolio is benchmarked against the ICE BAML 1-5 US Treasury Index.



The following table summarizes the investment yields other information of the City's investment portfolio components, along with comparable-maturity market indices. Also shown are the monthly interest income and aggregate year-to-date income.

	Current Month 1/31/2023
<b>Investment Yield</b>	
Liquidity Portfolio <sup>1</sup>	4.31%
<i>LAIF average monthly yield</i>	2.45%
Securities Portfolio <sup>2</sup>	1.91%
<i>ICE BAML 1-5 US Treasury Index (24-month rolling average market yield)</i>	1.93%
<i>ICE BAML 1-5 AAA-A US Corporate &amp; Government Index (24-month rolling average market yield)</i>	2.04%
City Portfolio (Liquidity + Securities)	2.21%
<b>Investment Total Return*</b>	
Securities Portfolio	0.99%
<i>ICE BAML 1-5 US Treasury Index</i>	1.05%
<i>ICE BAML 1-5 AAA-A US Corporate &amp; Government Index</i>	1.12%
<b>Average Maturity of Investments (in years)</b>	
Liquidity Portfolio <sup>1</sup>	0.08
Securities Portfolio <sup>2</sup>	2.44
City Portfolio (Liquidity + Securities)	2.12
<i>ICE BAML 1-5 US Treasury Index</i>	2.61
<i>ICE BAML 1-5 AAA-A US Corporate &amp; Government Index</i>	2.63
Interest Income Current Month <sup>3</sup>	\$ 2,058,507
Interest Income Fiscal Year To Date <sup>3</sup>	\$ 7,926,501

1. Consists of CAMP, LAIF, Dreyfus Traffic Mitigation Fund, & Principal Sweep Account

2. Core long term portfolio managed by PFM Asset Management

3. Cash basis

\* Total rate of return including earnings, distributions, and capital appreciation/depreciation of all portfolio assets

**CITY OF SANTA CLARA  
SUMMARY OF INVESTMENTS JANUARY 31, 2023**

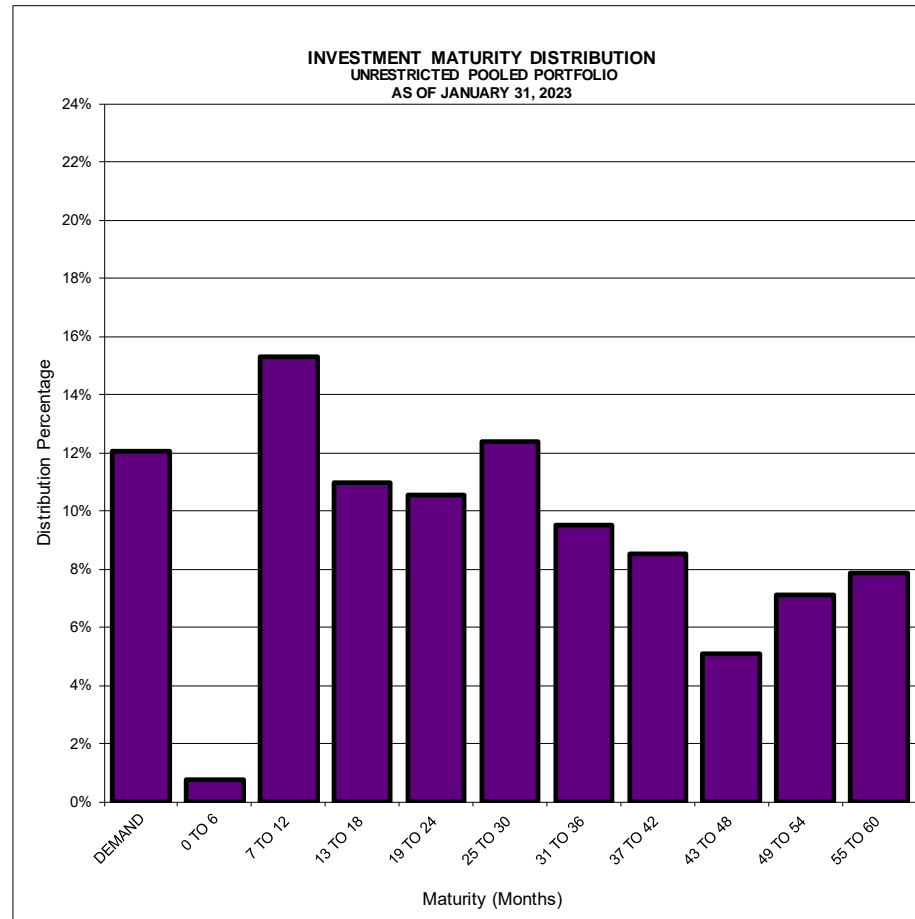
<b><u>INVESTMENT TYPE</u></b>	<b><u>COST VALUE</u></b>	<b><u>% OF PORTFOLIO</u></b>	<b><u>PER INVESTMENT POLICY</u></b>
U.S. Treasury Notes	375,095,218	42.43%	No Limit
Federal Agency Notes	173,759,539	19.66%	80%
Corporate Notes	193,149,674	21.85%	25%
Municipal Bonds	4,145,000	0.47%	20%
Supranational Obligations	11,056,812	1.25%	20%
Asset-Backed Securities	11,142,702	1.26%	10%
Negotiable Certificates of Deposit	7,270,000	0.82%	30%
Money Market Fund	77,287	0.01%	10% Per Fund
Local Agency Investment Fund (LAIF)	10,625,413	1.20%	\$75 M
California Asset Management Program (CAMP)	95,472,525	10.80%	No Limit
Mutual Fund - Traffic Mitigation Bond Proceeds	2,187,517	0.25%	10% Per Fund
<b>TOTAL INVESTMENTS</b>	<b><u>\$ 883,981,687</u></b>	<b><u>100.00%</u></b>	

**INVESTMENT MATURITY DISTRIBUTION  
AS OF JANUARY 31, 2023  
UNRESTRICTED POOLED PORTFOLIO**

<b>MATURITY (IN MONTHS)</b>	<b>COST VALUE</b>	<b>NUMBER OF INVESTMENTS</b>	<b>DISTRIBUTION</b>
DEMAND	\$ 106,175,224 (a)	3	12.04%
0 TO 6	6,428,200	2	0.73%
7 TO 12	134,766,179	26	15.28%
13 TO 18	96,722,681	18	10.97%
19 TO 24	93,105,540	15	10.56%
25 TO 30	109,045,914	19	12.37%
31 TO 36	83,985,333	18	9.52%
37 TO 42	74,982,844	16	8.50%
43 TO 48	44,662,764	9	5.06%
49 TO 54	62,562,977	13	7.09%
55 TO 60	69,356,515	8	7.88%
<b>TOTAL</b>	<b>\$ 881,794,171</b>	<b>147</b>	<b>100.00%</b>

**Average Maturity of Unrestricted Pool: 2.12 Years**

(a) \$20 million is earmarked for the City's Electric Utility power-trading.



# City of Santa Clara Monthly Report

1/31/2023

Description	Issue Date	Coupon Rate	Maturity Date	CUSIP	Par Value	S&P Rating	Settle Date	Cost Value	YTM at Cost	Market Value	Unrealized G/L
UNITED STATES TREASURY	9/30/2016	1.375%	9/30/2023	912828T26	7,500,000.00	AA+	11/13/2018	6,947,167.97	3.01%	7,333,875.00	386,707.03
UNITED STATES TREASURY	10/15/2020	0.125%	10/15/2023	91282CAP6	5,260,000.00	AA+	3/26/2021	5,248,288.28	0.21%	5,091,732.60	-156,555.68
UNITED STATES TREASURY	10/31/2016	1.625%	10/31/2023	912828T91	5,000,000.00	AA+	1/25/2019	4,787,695.31	2.58%	4,884,400.00	96,704.69
UNITED STATES TREASURY	11/30/2018	2.875%	11/30/2023	9128285P1	9,745,000.00	AA+	6/23/2021	10,349,875.20	0.32%	9,595,804.05	-754,071.15
UNITED STATES TREASURY	11/30/2016	2.125%	11/30/2023	912828U57	10,000,000.00	AA+	2/28/2019	10,251,562.50	1.57%	9,784,000.00	-467,562.50
UNITED STATES TREASURY	1/3/2017	2.250%	12/31/2023	912828V23	5,000,000.00	AA+	3/13/2019	4,957,812.50	2.44%	4,887,100.00	-70,712.50
UNITED STATES TREASURY	1/15/2021	0.125%	1/15/2024	91282CBE0	5,000,000.00	AA+	3/26/2021	4,981,445.31	0.26%	4,786,150.00	-195,295.31
UNITED STATES TREASURY	1/15/2021	0.125%	1/15/2024	91282CBE0	2,510,000.00	AA+	3/31/2021	2,497,744.14	0.30%	2,402,647.30	-95,096.84
UNITED STATES TREASURY	1/15/2021	0.125%	1/15/2024	91282CBE0	11,000,000.00	AA+	6/11/2021	10,972,500.00	0.22%	10,529,530.00	-442,970.00
UNITED STATES TREASURY	1/15/2021	0.125%	1/15/2024	91282CBE0	5,525,000.00	AA+	7/14/2021	5,497,375.00	0.33%	5,288,695.75	-208,679.25
UNITED STATES TREASURY	1/31/2019	2.500%	1/31/2024	9128285Z9	5,000,000.00	AA+	4/14/2020	5,407,421.88	0.34%	4,891,200.00	-516,221.88
UNITED STATES TREASURY	2/28/2017	2.125%	2/29/2024	912828W48	1,625,000.00	AA+	4/15/2021	1,637,941.42	0.31%	1,580,117.50	-57,823.92
UNITED STATES TREASURY	4/15/2021	0.375%	4/15/2024	91282CBV2	5,415,000.00	AA+	10/15/2021	5,397,443.55	0.51%	5,146,578.45	-250,865.10
UNITED STATES TREASURY	4/30/2019	2.250%	4/30/2024	9128286R6	3,825,000.00	AA+	3/25/2022	3,827,838.87	2.21%	3,714,304.50	-113,534.37
UNITED STATES TREASURY	5/1/2017	2.000%	4/30/2024	912828X70	5,000,000.00	AA+	5/16/2019	4,952,734.38	2.20%	4,840,250.00	-112,484.38
UNITED STATES TREASURY	5/15/2014	2.500%	5/15/2024	912828WJ5	6,050,000.00	AA+	8/16/2019	6,332,174.65	1.48%	5,889,554.00	-442,620.65
UNITED STATES TREASURY	6/30/2019	1.750%	6/30/2024	9128286Z8	7,250,000.00	AA+	12/12/2019	7,253,398.44	1.74%	6,973,340.00	-280,058.44
UNITED STATES TREASURY	6/30/2017	2.000%	6/30/2024	912828XX3	5,000,000.00	AA+	8/29/2019	5,136,328.13	1.41%	4,825,400.00	-310,928.13
UNITED STATES TREASURY	7/15/2021	0.375%	7/15/2024	91282CCL3	5,250,000.00	AA+	9/10/2021	5,246,718.75	0.40%	4,947,495.00	-299,223.75
UNITED STATES TREASURY	7/31/2017	2.125%	7/31/2024	9128282N9	5,000,000.00	AA+	9/10/2019	5,133,315.75	1.56%	4,829,100.00	-304,215.75
UNITED STATES TREASURY	8/31/2017	1.875%	8/31/2024	9128282U3	2,985,000.00	AA+	3/10/2020	3,149,640.66	0.62%	2,868,405.90	-281,234.76
UNITED STATES TREASURY	8/31/2019	1.250%	8/31/2024	912828YE4	4,750,000.00	AA+	1/5/2021	4,928,867.19	0.21%	4,520,100.00	-408,767.19
UNITED STATES TREASURY	10/31/2017	2.250%	10/31/2024	9128283D0	10,000,000.00	AA+	11/18/2019	10,290,625.00	1.64%	9,649,200.00	-641,425.00
UNITED STATES TREASURY	11/30/2017	2.125%	11/30/2024	9128283J7	5,000,000.00	AA+	1/6/2020	5,118,945.31	1.62%	4,810,750.00	-308,195.31
UNITED STATES TREASURY	1/2/2018	2.250%	12/31/2024	9128283P3	10,000,000.00	AA+	1/7/2020	10,300,781.25	1.62%	9,634,800.00	-665,981.25
UNITED STATES TREASURY	1/15/2022	1.125%	1/15/2025	91282CDS7	2,095,000.00	AA+	4/12/2022	2,007,026.37	2.71%	1,974,202.30	-32,824.07
UNITED STATES TREASURY	1/31/2020	1.375%	1/31/2025	912828Z52	5,000,000.00	AA+	4/22/2020	5,238,671.88	0.37%	4,733,200.00	-505,471.88
UNITED STATES TREASURY	1/31/2020	1.375%	1/31/2025	912828Z52	1,950,000.00	AA+	5/7/2020	2,013,146.48	0.50%	1,845,948.00	-167,198.48
UNITED STATES TREASURY	2/28/2018	2.750%	2/28/2025	9128283Z1	6,200,000.00	AA+	3/6/2020	6,850,757.82	0.61%	6,026,586.00	-824,171.82
UNITED STATES TREASURY	8/31/2020	0.250%	8/31/2025	91282CAJ0	4,120,000.00	AA+	8/2/2021	4,075,581.25	0.52%	3,747,593.20	-327,988.05
UNITED STATES TREASURY	10/31/2020	0.250%	10/31/2025	91282CAT8	5,400,000.00	AA+	10/7/2021	5,285,882.83	0.78%	4,888,242.00	-397,640.83
UNITED STATES TREASURY	10/31/2020	0.250%	10/31/2025	91282CAT8	5,510,000.00	AA+	6/7/2022	5,024,216.02	3.00%	4,987,817.30	-36,398.72
UNITED STATES TREASURY	11/30/2020	0.375%	11/30/2025	91282CAZ4	4,450,000.00	AA+	11/4/2021	4,327,625.00	1.07%	4,032,812.50	-294,812.50
UNITED STATES TREASURY	12/31/2020	0.375%	12/31/2025	91282CBC4	3,820,000.00	AA+	5/3/2021	3,751,956.25	0.76%	3,460,079.60	-291,876.65
UNITED STATES TREASURY	1/31/2021	0.375%	1/31/2026	91282CBH3	8,025,000.00	AA+	11/30/2021	7,817,478.52	1.01%	7,240,716.75	-576,761.77
UNITED STATES TREASURY	1/31/2021	0.375%	1/31/2026	91282CBH3	4,050,000.00	AA+	1/6/2022	3,906,351.56	1.27%	3,654,193.49	-252,158.07
UNITED STATES TREASURY	1/31/2021	0.375%	1/31/2026	91282CBH3	7,735,000.00	AA+	2/25/2022	7,305,949.22	1.84%	6,979,058.45	-326,890.77
UNITED STATES TREASURY	1/31/2021	0.375%	1/31/2026	91282CBH3	8,710,000.00	AA+	5/3/2022	7,905,345.70	3.00%	7,858,771.71	-46,573.99
UNITED STATES TREASURY	2/28/2021	0.500%	2/28/2026	91282CBQ3	3,575,000.00	AA+	8/31/2021	3,574,577.43	0.70%	3,230,227.00	-344,350.43
UNITED STATES TREASURY	2/28/2021	0.500%	2/28/2026	91282CBQ3	5,175,000.00	AA+	12/7/2021	5,035,517.58	1.15%	4,675,923.00	-359,594.58
UNITED STATES TREASURY	5/31/2021	0.750%	5/31/2026	91282CCF6	5,860,000.00	AA+	3/21/2022	5,520,989.84	2.20%	5,303,768.80	-217,221.04
UNITED STATES TREASURY	5/31/2021	0.750%	5/31/2026	91282CCF6	9,250,000.00	AA+	6/8/2022	8,477,480.47	2.99%	8,371,990.00	-105,490.47
UNITED STATES TREASURY	8/15/2016	1.500%	8/15/2026	9128282A7	5,350,000.00	AA+	8/15/2022	5,033,388.67	3.08%	4,949,178.00	-84,210.67
UNITED STATES TREASURY	9/30/2021	0.875%	9/30/2026	91282CCZ2	8,500,000.00	AA+	4/5/2022	7,878,769.53	2.61%	7,666,915.00	-211,854.53
UNITED STATES TREASURY	10/31/2021	1.125%	10/31/2026	91282CDG3	5,700,000.00	AA+	8/8/2022	5,267,601.56	3.05%	5,181,870.00	-85,731.56
UNITED STATES TREASURY	11/15/2016	2.000%	11/15/2026	912828U24	8,840,000.00	AA+	6/8/2022	8,472,242.19	3.01%	8,296,163.20	-176,078.99
UNITED STATES TREASURY	12/31/2021	1.250%	12/31/2026	91282CDQ1	5,340,000.00	AA+	4/14/2022	5,000,617.97	2.69%	4,862,550.60	-138,067.37

# City of Santa Clara Monthly Report

1/31/2023

Description	Issue Date	Coupon Rate	Maturity Date	CUSIP	Par Value	S&P Rating	Settle Date	Cost Value	YTM at Cost	Market Value	Unrealized G/L
UNITED STATES TREASURY	2/15/2017	2.250%	2/15/2027	912828V98	2,100,000.00	AA+	4/20/2022	2,040,691.41	2.88%	1,987,545.00	-53,146.41
UNITED STATES TREASURY	2/15/2017	2.250%	2/15/2027	912828V98	5,400,000.00	AA+	6/13/2022	5,159,109.38	3.29%	5,110,830.00	-48,279.38
UNITED STATES TREASURY	2/15/2017	2.250%	2/15/2027	912828V98	7,910,000.00	AA+	7/7/2022	7,705,452.34	2.85%	7,486,419.50	-219,032.84
UNITED STATES TREASURY	3/31/2022	2.500%	3/31/2027	91282CEF4	940,000.00	AA+	11/30/2022	883,159.38	4.03%	896,854.00	13,694.62
UNITED STATES TREASURY	4/30/2020	0.500%	4/30/2027	912828ZN3	7,000,000.00	AA+	8/3/2022	6,262,812.50	2.89%	6,135,360.00	-127,452.50
UNITED STATES TREASURY	5/15/2017	2.375%	5/15/2027	912828X88	5,400,000.00	AA+	8/8/2022	5,248,546.88	3.01%	5,122,008.00	-126,538.88
UNITED STATES TREASURY	6/30/2020	0.500%	6/30/2027	912828ZV5	5,675,000.00	AA+	8/15/2022	5,034,789.06	3.00%	4,951,210.50	-83,578.56
UNITED STATES TREASURY	7/31/2022	2.750%	7/31/2027	91282CFB2	10,800,000.00	AA+	9/14/2022	10,392,046.88	3.60%	10,396,296.00	4,249.12
UNITED STATES TREASURY	8/15/2017	2.250%	8/15/2027	9128282R0	11,115,000.00	AA+	9/6/2022	10,537,975.20	3.40%	10,471,108.05	-66,867.15
UNITED STATES TREASURY	9/30/2022	4.125%	9/30/2027	91282CFM8	3,785,000.00	AA+	11/3/2022	3,760,308.79	4.27%	3,861,721.95	101,413.16
UNITED STATES TREASURY	10/31/2020	0.500%	10/31/2027	91282CAU5	21,480,000.00	AA+	1/6/2023	18,292,401.56	3.91%	18,564,304.80	271,903.24
UNITED STATES TREASURY	10/31/2022	4.125%	10/31/2027	91282CFU0	10,930,000.00	AA+	12/8/2022	11,081,995.31	3.81%	11,156,251.00	74,255.69
UNITED STATES TREASURY	10/31/2022	4.125%	10/31/2027	91282CFU0	5,100,000.00	AA+	12/13/2022	5,165,343.75	3.83%	5,205,570.00	40,226.25
UNITED STATES TREASURY	10/31/2022	4.125%	10/31/2027	91282CFU0	4,750,000.00	AA+	1/31/2023	4,833,310.55	3.72%	4,848,325.00	15,014.45
UNITED STATES TREASURY	12/31/2022	3.875%	12/31/2027	91282CGC9	8,255,000.00	AA+	1/31/2023	8,320,459.57	3.70%	8,348,529.15	28,069.58
<b>U.S. Treasury Bond / Note</b>				<b>Subtotal</b>	383,985,000.00			375,095,218.14		362,214,669.90	-12,880,548.24
FANNIE MAE	11/25/2020	0.250%	11/27/2023	3135G06H1	4,950,000.00	AA+	11/25/2020	4,944,357.00	0.29%	4,767,939.00	-176,418.00
FANNIE MAE	11/25/2020	0.250%	11/27/2023	3135G06H1	5,225,000.00	AA+	1/22/2021	5,230,799.75	0.21%	5,032,824.50	-197,975.25
FANNIE MAE	7/8/2019	1.750%	7/2/2024	3135G0V75	15,000,000.00	AA+	12/18/2019	15,566,089.75	0.90%	14,440,500.00	-1,125,589.75
FANNIE MAE	1/10/2020	1.625%	1/7/2025	3135G0X24	7,500,000.00	AA+	1/22/2020	7,499,025.00	1.63%	7,137,300.00	-361,725.00
FANNIE MAE	4/24/2020	0.625%	4/22/2025	3135G03U5	10,000,000.00	AA+	5/7/2020	10,050,600.00	0.52%	9,244,700.00	-805,900.00
FANNIE MAE	11/12/2020	0.500%	11/7/2025	3135G06G3	1,860,000.00	AA+	12/29/2020	1,864,929.00	0.44%	1,691,651.40	-173,277.60
<b>FNMA Medium Term Note</b>				<b>Subtotal</b>	44,535,000.00			45,155,800.50		42,314,914.90	-2,840,885.60
FEDERAL FARM CREDIT BANKS	1/17/2020	1.600%	7/17/2023	3133ELH20	5,000,000.00	AA+	1/16/2020	4,998,200.00	1.61%	4,926,550.00	-71,650.00
FEDERAL FARM CREDIT BANKS	8/14/2018	2.900%	8/14/2023	3133EJWV7	5,000,000.00	AA+	9/17/2018	4,977,050.00	3.00%	4,947,150.00	-29,900.00
FEDERAL FARM CREDIT BANKS	10/2/2018	3.050%	10/2/2023	3133EJD48	7,575,000.00	AA+	11/27/2018	7,583,620.35	3.02%	7,482,357.75	-101,262.60
FEDERAL FARM CREDIT BANKS	11/1/2017	2.200%	11/1/2023	3133EHN25	2,965,000.00	AA+	6/26/2019	3,006,094.90	1.87%	2,909,258.00	-96,836.90
FEDERAL FARM CREDIT BANKS	2/27/2019	2.610%	2/27/2024	3133EKBW5	5,000,000.00	AA+	3/20/2019	5,033,150.00	2.47%	4,890,400.00	-142,750.00
FEDERAL FARM CREDIT BANKS	4/22/2019	2.450%	7/22/2024	3133EKHV1	5,000,000.00	AA+	9/4/2019	5,250,650.00	1.38%	4,863,350.00	-387,300.00
FEDERAL FARM CREDIT BANKS	11/1/2019	1.650%	11/1/2024	3133EK4Y9	5,000,000.00	AA+	11/8/2019	4,962,850.00	1.81%	4,779,400.00	-183,450.00
FEDERAL FARM CREDIT BANKS	1/23/2020	1.650%	1/23/2025	3133ELJM7	7,320,000.00	AA+	5/18/2020	7,689,367.20	0.56%	6,953,780.40	-735,586.80
FEDERAL FARM CREDIT BANKS	5/14/2020	0.500%	5/14/2025	3133ELZM9	10,000,000.00	AA+	5/15/2020	9,982,800.00	0.53%	9,216,500.00	-766,300.00
FEDERAL FARM CREDIT BANKS	6/9/2020	0.500%	6/9/2025	3133ELH23	10,000,000.00	AA+	6/12/2020	9,997,540.00	0.50%	9,203,200.00	-794,340.00
<b>FFCB Medium Term Note</b>				<b>Subtotal</b>	62,860,000.00			63,481,322.45		60,171,946.15	-3,309,376.30
FEDERAL FARM CREDIT BANKS	7/2/2020	0.500%	7/2/2025	3133ELR71	10,000,000.00	AA+	7/14/2020	10,017,640.00	0.46%	9,174,500.00	-843,140.00
<b>FFCB Coupon Note</b>				<b>Subtotal</b>	10,000,000.00			10,017,640.00		9,174,500.00	-843,140.00
FEDERAL HOME LOAN BANKS	10/17/2014	2.375%	9/8/2023	3130A3DL5	5,000,000.00	AA+	9/5/2019	5,164,135.00	1.53%	4,923,850.00	-240,285.00
FEDERAL HOME LOAN BANKS	12/9/2013	3.375%	12/8/2023	3130A0F70	5,000,000.00	AA+	1/8/2019	5,147,870.00	2.73%	4,939,750.00	-208,120.00
FEDERAL HOME LOAN BANKS	1/16/2015	2.250%	12/8/2023	3130A3VC5	5,000,000.00	AA+	3/12/2020	5,282,425.00	0.72%	4,892,000.00	-390,425.00
FEDERAL HOME LOAN BANKS	5/8/2014	2.875%	6/14/2024	3130A1XJ2	5,000,000.00	AA+	11/20/2019	5,270,205.00	1.64%	4,880,900.00	-389,305.00
FEDERAL HOME LOAN BANKS	11/6/2014	2.750%	12/13/2024	3130A3GE8	5,000,000.00	AA+	3/12/2020	5,461,300.00	0.77%	4,854,350.00	-606,950.00
<b>FHLB Medium Term Note</b>				<b>Subtotal</b>	25,000,000.00			26,325,935.00		24,490,850.00	-1,835,085.00



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Description	Issue Date	Coupon Rate	Maturity Date	CUSIP	Par Value	S&P Rating	Settle Date	Cost Value	YTM at Cost	Market Value	Unrealized G/L
FREDDIE MAC	9/4/2020	0.250%	9/8/2023	3137EAEW5	1,640,000.00	AA+	9/4/2020	1,640,761.21	0.24%	1,595,244.40	-45,516.81
FREDDIE MAC	9/4/2020	0.250%	9/8/2023	3137EAEW5	4,295,000.00	AA+	9/4/2020	4,293,582.65	0.26%	4,177,789.45	-115,793.20
FREDDIE MAC	10/16/2020	0.125%	10/16/2023	3137EAEY1	3,270,000.00	AA+	10/16/2020	3,257,802.90	0.25%	3,163,561.50	-94,241.40
FREDDIE MAC	2/14/2020	1.500%	2/12/2025	3137EAEP0	5,000,000.00	AA+	5/20/2020	5,226,960.00	0.53%	4,747,500.00	-479,460.00
FREDDIE MAC	8/30/2022	4.050%	8/28/2025	3134GXS54	5,000,000.00	AA+	8/30/2022	4,998,000.00	4.06%	4,924,300.00	-73,700.00
FREDDIE MAC	9/25/2020	0.375%	9/23/2025	3137EAEX3	9,390,000.00	AA+	9/25/2020	9,361,736.10	0.44%	8,543,961.00	-817,775.10
<b>FHLMC Medium Term Note</b>				<b>Subtotal</b>	28,595,000.00			28,778,842.86		27,152,356.35	-1,626,486.51
INTER-AMERICAN DEVELOPMENT BANK	9/23/2021	0.500%	9/23/2024	4581X0DZ8	11,065,000.00	AAA	9/23/2021	11,056,811.90	0.52%	10,374,322.70	-682,489.20
<b>Supranational</b>				<b>Subtotal</b>	11,065,000.00			11,056,811.90		10,374,322.70	-682,489.20
CALIFORNIA EARTHQUAKE AUTHORITY	11/24/2020	1.477%	7/1/2023	13017HAK2	1,430,000.00	NR	11/24/2020	1,430,000.00	1.48%	1,408,650.10	-21,349.90
LOS ANGELES COMMUNITY COLLEGE DISTRICT C	11/10/2020	0.773%	8/1/2025	54438CYK2	2,715,000.00	AA+	11/10/2020	2,715,000.00	0.77%	2,491,338.30	-223,661.70
<b>Municipals</b>				<b>Subtotal</b>	4,145,000.00			4,145,000.00		3,899,988.40	-245,011.60
3M COMPANY	9/14/2018	3.250%	2/14/2024	88579YBB6	5,000,000.00	A+	11/29/2021	5,241,250.00	1.03%	4,916,400.00	-324,850.00
3M COMPANY	3/27/2020	2.650%	4/15/2025	88579YBM2	2,560,000.00	A+	4/25/2022	2,511,616.00	3.32%	2,454,092.80	-57,523.20
ADOBE INC	1/26/2015	3.250%	2/1/2025	00724FAC5	4,000,000.00	A+	1/26/2022	4,183,680.00	1.68%	3,904,920.00	-278,760.00
ALPHABET INC	4/27/2016	3.375%	2/25/2024	02079KAB3	5,330,000.00	AA+	11/23/2021	5,642,444.60	0.75%	5,276,540.10	-365,904.50
ALPHABET INC	8/9/2016	1.998%	8/15/2026	02079KAC1	5,740,000.00	AA+	1/30/2023	5,354,386.80	4.05%	5,341,414.40	-12,972.40
AMAZON.COM INC	5/12/2021	0.450%	5/12/2024	023135BW5	245,000.00	AA	5/12/2021	302,801.19	0.50%	232,414.35	-70,386.84
AMAZON.COM INC	5/12/2021	0.450%	5/12/2024	023135BW5	4,000,000.00	AA	3/14/2022	3,874,280.00	1.94%	3,794,520.00	-79,760.00
AMAZON.COM INC	4/13/2022	3.300%	4/13/2027	023135CF1	6,715,000.00	AA	4/25/2022	6,672,964.10	3.44%	6,494,076.50	-178,887.60
APPLE INC	11/13/2017	2.750%	1/13/2025	037833DF4	5,000,000.00	AA+	3/9/2021	5,340,100.00	0.94%	4,848,200.00	-491,900.00
APPLE INC	11/13/2017	2.750%	1/13/2025	037833DF4	5,000,000.00	AA+	3/29/2021	5,355,200.00	0.84%	4,848,200.00	-507,000.00
BANK OF AMERICA	4/19/2016	3.500%	4/19/2026	06051GFX2	4,140,000.00	A-	1/25/2023	4,019,070.60	4.48%	4,028,220.00	9,149.40
BANK OF AMERICA CORP	3/22/2022	3.384%	4/2/2026	06051GKM0	5,000,000.00	A-	3/22/2022	5,005,100.00	3.36%	4,836,550.00	-168,550.00
BANK OF AMERICA CORP	4/22/2021	1.734%	7/22/2027	06051GJS9	1,420,000.00	A-	8/10/2022	1,281,251.80	3.92%	1,272,334.20	-8,917.60
BANK OF NY MELLON CORP	1/28/2021	0.750%	1/28/2026	06406RAQ0	9,000,000.00	A	2/10/2021	9,025,920.00	0.69%	8,116,920.00	-909,000.00
BLACKROCK INC	3/28/2017	3.200%	3/15/2027	09247XAN1	4,140,000.00	AA-	5/18/2022	4,085,352.00	3.50%	3,987,896.40	-97,455.60
BLACKROCK INC	3/28/2017	3.200%	3/15/2027	09247XAN1	4,140,000.00	AA-	5/18/2022	4,086,055.80	3.50%	3,987,896.40	-98,159.40
BRISTOL-MYERS SQUIBB CO	11/13/2020	0.750%	11/13/2025	110122DN5	5,725,000.00	A+	6/30/2021	5,672,673.50	0.96%	5,194,922.25	-477,751.25
CATERPILLAR FINANCIAL SERVIC	1/10/2022	0.950%	1/10/2024	14913R2S5	2,535,000.00	A	1/10/2022	2,534,594.40	0.96%	2,444,931.45	-89,662.95
CATERPILLAR FINANCIAL SERVIC	1/10/2022	0.950%	1/10/2024	14913R2S5	3,100,000.00	A	3/14/2022	3,045,409.00	1.94%	2,989,857.00	-55,552.00
ELI LILLY & CO	3/5/2015	2.750%	6/1/2025	532457BH0	5,415,000.00	A+	2/10/2022	5,559,255.60	1.91%	5,213,886.90	-345,368.70
HERSHEY COMPANY	8/21/2015	3.200%	8/21/2025	427866AU2	3,000,000.00	A	3/30/2022	3,014,040.00	3.05%	2,909,310.00	-104,730.00
HOME DEPOT INC	9/14/2017	2.800%	9/14/2027	437076BT8	7,805,000.00	A	1/27/2023	7,364,719.95	4.15%	7,346,924.55	-17,795.40
HONEYWELL INTERNATIONAL	5/18/2020	1.350%	6/1/2025	438516CB0	5,000,000.00	A	9/8/2021	5,097,900.00	0.82%	4,659,450.00	-438,450.00
HONEYWELL INTERNATIONAL	5/18/2020	1.350%	6/1/2025	438516CB0	2,255,000.00	A	3/22/2022	2,181,960.55	2.41%	2,101,411.95	-80,548.60
JOHN DEERE CAPITAL CORP	6/17/2021	1.050%	6/17/2026	24422EVR7	5,000,000.00	A	12/8/2021	4,908,600.00	1.47%	4,501,900.00	-406,700.00
JOHNSON & JOHNSON	8/25/2020	0.550%	9/1/2025	478160CN2	5,000,000.00	AAA	9/3/2020	5,023,550.00	0.45%	4,571,350.00	-452,200.00
JPMORGAN CHASE & CO	9/16/2020	0.653%	9/16/2024	46647PBS4	2,675,000.00	A-	9/16/2020	2,675,000.00	0.65%	2,599,832.50	-75,167.50
JPMORGAN CHASE & CO	8/10/2021	0.768%	8/9/2025	46647PCM6	2,340,000.00	A-	8/10/2021	2,340,000.00	0.77%	2,179,803.60	-160,196.40

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Description	Issue Date	Coupon Rate	Maturity Date	CUSIP	Par Value	S&P Rating	Settle Date	Cost Value	YTM at Cost	Market Value	Unrealized G/L
JPMORGAN CHASE & CO	3/13/2020	2.005%	3/13/2026	46647PBH8	2,800,000.00	A-	3/22/2022	2,712,500.00	2.84%	2,634,016.00	-78,484.00
JPMORGAN CHASE & CO	4/22/2021	1.578%	4/22/2027	46647PCB0	4,100,000.00	A-	8/10/2022	3,710,746.00	3.80%	3,684,834.00	-25,912.00
MASTERCARD INC	12/3/2019	2.000%	3/3/2025	57636QAN4	5,000,000.00	A+	3/9/2021	5,213,450.00	0.91%	4,752,150.00	-461,300.00
MASTERCARD INC	12/3/2019	2.000%	3/3/2025	57636QAN4	5,000,000.00	A+	3/10/2022	4,990,800.00	2.06%	4,752,150.00	-238,650.00
MERCK & CO INC	3/7/2019	2.900%	3/7/2024	58933YAU9	5,375,000.00	A+	11/23/2021	5,623,916.25	0.85%	5,266,425.00	-357,491.25
MICROSOFT CORP	2/12/2015	2.700%	2/12/2025	594918BB9	5,000,000.00	AAA	3/9/2021	5,341,700.00	0.92%	4,857,850.00	-483,850.00
MICROSOFT CORP	11/3/2015	3.125%	11/3/2025	594918BJ2	5,100,000.00	AAA	1/25/2023	4,940,982.00	4.33%	4,963,065.00	22,083.00
NOVARTIS CAPITAL CORP	11/20/2015	3.000%	11/20/2025	66989HAJ7	10,000,000.00	AA-	1/31/2023	9,638,600.00	4.38%	9,654,800.00	16,200.00
QUALCOMM INC	5/20/2015	3.450%	5/20/2025	747525AF0	5,850,000.00	A	5/19/2022	5,860,588.50	3.39%	5,727,969.00	-132,619.50
STATE STREET BANK & TR	2/7/2022	1.746%	2/6/2026	857477BR3	1,115,000.00	A	2/7/2022	1,115,000.00	1.75%	1,045,089.50	-69,910.50
STATE STREET BANK & TR	10/29/2020	2.901%	3/30/2026	857477BM4	4,250,000.00	A	3/14/2022	4,275,372.50	2.74%	4,089,647.50	-185,725.00
TARGET CORP	1/24/2022	1.950%	1/15/2027	87612EBM7	990,000.00	A	1/24/2022	988,317.00	1.99%	913,443.30	-74,873.70
TARGET CORP	1/24/2022	1.950%	1/15/2027	87612EBM7	4,595,000.00	A	2/1/2022	4,567,889.50	2.08%	4,239,668.65	-328,220.85
TOYOTA MOTOR CREDIT CORP	1/11/2021	0.450%	1/11/2024	89236THU2	6,100,000.00	A+	1/11/2021	6,099,634.00	0.45%	5,855,451.00	-244,183.00
UNILEVER CAPITAL CORP	9/14/2020	0.375%	9/14/2023	904764BJ5	660,000.00	A+	9/14/2020	659,155.20	0.42%	642,331.80	-16,823.40
WAL-MART STORES INC	6/27/2018	3.550%	6/26/2025	931142ED1	5,700,000.00	AA	2/8/2022	6,011,847.00	1.87%	5,631,258.00	-380,589.00
<b>Corporate Note</b>				<b>Subtotal</b>	192,915,000.00			193,149,673.84		183,764,324.10	-9,385,349.74
CARMAX AUTO OWNER TRUST	4/21/2021	0.520%	2/17/2026	14314QAC8	2,159,253.77	AAA	4/21/2021	2,158,788.46	0.52%	2,082,643.45	-76,145.01
DISCOVER CARD EXECUTION											
NOTE TRUST	9/27/2021	0.580%	9/15/2026	254683CP8	2,100,000.00	AAA	9/27/2021	2,099,550.39	0.58%	1,967,763.00	-131,787.39
HONDA AUTO RECEIVABLES											
OWNER T	11/24/2021	0.880%	1/21/2026	43815GAC3	1,615,000.00	NR	11/24/2021	1,614,659.56	0.89%	1,537,447.70	-77,211.86
HYUNDAI AUTO RECEIVABLES											
TRUST	4/28/2021	0.380%	9/15/2025	44933LAC7	1,380,337.09	AAA	4/28/2021	1,380,191.88	0.38%	1,333,902.55	-46,289.33
HYUNDAI AUTO RECEIVABLES											
TRUST	11/17/2021	0.740%	5/15/2026	44935FAD6	1,245,000.00	AAA	11/17/2021	1,244,722.12	0.75%	1,183,260.45	-61,461.67
TOYOTA AUTO RECEIVABLES											
OWNER	9/27/2021	0.430%	1/15/2026	89239BAC5	2,645,000.00	AAA	9/27/2021	2,644,789.19	0.43%	2,521,161.10	-123,628.09
<b>Asset-Backed Security</b>				<b>Subtotal</b>	11,144,590.86			11,142,701.60		10,626,178.25	-516,523.35
TORONTO DOMINION BANK NY	10/31/2022	5.470%	10/25/2024	89115B6F2	7,270,000.00	A	10/31/2022	7,270,000.00	5.44%	7,360,438.80	90,438.80
<b>Certificate of Deposit</b>				<b>Subtotal</b>	7,270,000.00			7,270,000.00		7,360,438.80	90,438.80
PRINCIPAL PUBLIC DEPOSIT											
SWEEP PROGRAM		2.250%	2/1/2023	992995944	77,286.58		9/1/2020	77,286.58		77,286.58	-
LOCAL AGENCY INVESTMENT											
FUND		2.425%	2/1/2023		10,625,412.81		9/30/1997	10,625,412.81		10,625,412.81	-
CALIFORNIA ASSET											
MANAGEMENT PROGRAM		4.530%	2/1/2023		95,472,525.02		10/4/2022	95,472,525.02		95,472,525.02	-
DREYFUS TREASURY		4.200%	2/1/2023		2,187,516.52		10/31/1997	2,187,516.52		2,187,516.52	-
<b>Cash Equivalent</b>				<b>Subtotal</b>	108,362,740.93			108,362,740.93		108,362,740.93	-
<b>Grand Total</b>			<b>Count</b>	<b>148</b>	889,877,331.79			883,981,687.22		849,907,230.48	(34,074,456.74)

## FY 2022/23 Budget Amendments

General Fund (001)			
Department/Item	Source of Funds	Use of Funds	Explanation
Parks & Recreation - Other Revenue / Materials/Services/Supplies	512	512	Recognizes public donations in the Parks & Recreation Operating Budget to support Senior Center activities and programming <b>(five affirmative Council votes required to appropriate additional revenue)</b> .
Other Agencies Revenue (Wildland Deployment Reimbursements) / Fire Department	299,286	299,286	Recognizes Cal OES reimbursements for wildland deployments in 2022 including the Oak and McKinney fires and appropriates the funding to the Fire Department to cover the associated costs <b>(five affirmative Council votes required to appropriate additional revenue)</b> .
Charges for Services / Non-Departmental Stadium	1,050,000	1,050,000	Increases the estimate for Charges for Services and the Non-Departmental Stadium budget as a result of higher than anticipated expenses for events at Levi's Stadium. These costs are reimbursable by the Forty Niners Stadium Management Company <b>(five affirmative Council votes required to appropriate additional revenue)</b> .
Transfer from the Fire Department Operating Grant Trust Fund / General Fund Budget Stabilization Reserve	7,947	7,947	Recognizes a transfer from the Fire Department Operating Grant Trust Fund and increases the General Fund - Budget Stabilization Reserve in the amount of \$7,947 to return grant city match savings from the 2019 Assistance to Firefighters Grant <b>(five affirmative Council votes required to appropriate additional revenue)</b> .
Transfer from the Parks and Recreation Capital Fund/Land Sale Reserve (Loan Repayment for Reed and Grant Sports Park) from the Parks Capital Fund	5,598,215	5,598,215	Increases the Transfer from the Parks and Recreation Capital Fund and the Land Sale Reserve by \$5,598,215 to account for the full Reed Street-Grant Street Sports Park Project loan repayment from Mitigation Fee Act (MFA) revenue received year-to-date. The loan repayment is a calculation based on 25% of the MFA revenues, after two percent (2%) of MFA revenue is appropriated towards the Park Impact Fees Monitoring Project <b>(five affirmative Council votes required to appropriate additional revenue)</b> .
	6,955,960	6,955,960	

## FY 2022/23 Budget Amendments

### City Affordable Housing Fund (165)

Department/Item	Source of Funds	Use of Funds	Explanation
Housing Division - Special Disbursements		6,000,000	Increases the special disbursements category in the City Affordable Housing Fund to account for a \$6.0 million loan for the Calle del Mundo site project <b>(five affirmative Council votes required for the use of unused balances)</b> .
Unrestricted Ending Fund Balance		(6,000,000)	Decreases the Unrestricted Ending Fund Balance to offset the actions above <b>(five affirmative Council votes required for the use of unused balances)</b> .
	-	-	

### Electric Utility Fund (091)

Department/Item	Source of Funds	Use of Funds	Explanation
Transfer from the Electric Utility Capital Fund	10,761,450		Recognizes a transfer in from the Electric Utility Capital Fund for returned funding for decreased or closed capital projects <b>(five affirmative Council votes required to appropriate additional revenue)</b> .
Transfer from the Street Lighting Capital Fund	2,075,000		Recognizes a transfer in from the Street Lighting Capital Fund for returned funding for decreased capital projects <b>(five affirmative Council votes required to appropriate additional revenue)</b> .
Unrestricted Ending Fund Balance		12,836,450	Increases the Unrestricted Ending Fund Balance to offset the actions above <b>(five affirmative Council votes required to appropriate additional revenue)</b> .
	12,836,450	12,836,450	

## FY 2022/23 Budget Amendments

### Electric Utility Capital Fund (591)

Department/Item	Source of Funds	Use of Funds	Explanation
Generation Capital Maintenance and Betterments		(1,000,000)	Decreases the project budget to align with updated project timeline. Funding will be reappropriated in future budget actions as needed <b>(majority affirmative Council votes required)</b> .
Fiber Development Design & Expansion		(500,000)	Decreases the project budget to align with updated project timeline. Funding will be reappropriated in future budget actions as needed <b>(majority affirmative Council votes required)</b> .
Utility Billing CIS Replacement		(1,500,000)	Decreases the project budget to align with updated project timeline. Funding will be reappropriated in future budget actions as needed <b>(majority affirmative Council votes required)</b> .
Transmission and Distribution Capital Maintenance and Betterments		(1,000,000)	Decreases the project budget to align with updated project timeline. Funding will be reappropriated in future budget actions as needed <b>(majority affirmative Council votes required)</b> .
Operations and Planning Technology		(1,500,000)	Decreases the project budget to align with updated project timeline. Funding will be reappropriated in future budget actions as needed <b>(majority affirmative Council votes required)</b> .
Substation Physical Security Improvements		(500,000)	Decreases the project budget to align with updated project timeline. Funding will be reappropriated in future budget actions as needed <b>(majority affirmative Council votes required)</b> .
Network and Cyber Security Infrastructure		(4,400,000)	Decreases the project budget to align with updated project timeline. Funding will be requested as contracts are approved through Council action <b>(majority affirmative Council votes required)</b> .
Underground/Above Ground Tank Replacement and Maintenance		(361,450)	Decreases the project budget to return savings to the funding source, the Electric Utility Fund, as the project is completed and can be closed <b>(majority affirmative Council votes required)</b> .
Transfer to the Electric Utility Fund		10,761,450	Establishes a transfer to the Electric Utility Fund to reflect returned funding for decreased or closed capital projects <b>(five affirmative Council votes required for the use of unused balances)</b> .
		-	-

## FY 2022/23 Budget Amendments

### Fire Operating Grant Trust Fund (178)

Department/Item	Source of Funds	Use of Funds	Explanation
Other Agencies Revenue / USAR Training Reimbursements	3,372	3,372	Recognizes Urban Search and Rescue training exercise reimbursements from the Menlo Park Fire Protection District. Reimbursements were received for the SARCOP Training and the Medical Mobilization Familiarization drill <b>(five affirmative Council votes required to appropriate additional revenue)</b> .
Other Agencies Revenue / 2019 Assistance to Firefighters Grant	(79,472)	(79,472)	Decreases the 2019 Assistance to Firefighters Grant appropriation from \$147,764 to \$68,292. The grant reimburses costs for the Fire Office Safety Training Course. Due to mandatory COVID-19 staffing requirements, the Department was unable to send the maximum number of personnel to the training course <b>(majority Council votes required)</b> .
2019 Assistance to Firefighters Grant - City Match		(7,947)	Decreases the 2019 Assistance to Firefighters Grant - City Match by \$7,947 to reflect the lower total grant as described above. The grant requires a city match of 10% of the total grant award <b>(majority Council votes required)</b> .
Transfer to the General Fund		7,947	Establishes a transfer of \$7,947 to the General Fund to return City match funding associated with the 2019 Assistance to Firefighters Grant <b>(five affirmative Council votes required for the use of unused balances)</b> .
	(76,100)	(76,100)	

### Housing Authority Fund (164)

Department/Item	Source of Funds	Use of Funds	Explanation
Grant Revenue / Community Development Housing Division - Contractual Services	25,000	25,000	Increases the grant funding estimate and contractual services budget to cover additional costs related to the amendment and extension of the Housing Division's agreement with HOMEBASE, a consultant working on the City's HOME American Rescue Plan (ARP) program <b>(five affirmative Council votes required for the use of unused balances)</b> .
	25,000	25,000	

## FY 2022/23 Budget Amendments

### Library Operating Grant Trust Fund (112)

Department/Item	Source of Funds	Use of Funds	Explanation
Other Agencies Revenue / FY 2022-2023 Pacific Library Partnership California Library Services Act Reimbursement	10,723	10,723	Establishes a revenue estimate and corresponding appropriation for the FY 2022/23 Pacific Library Partnership reimbursement. This funding reimburses a portion of the Library Department's Link+ subscription. Link+ is a regional inter-library loan services which allows the Department to provide library users with borrowing privileges to access books and other materials through the Link+ library network throughout California public and academic library networks <b>(five affirmative Council votes required to appropriate additional revenue)</b> .
	10,723	10,723	

### Parks & Recreation Department Capital Fund (532)

Department/Item	Source of Funds	Use of Funds	Explanation
Mitigation Fee Act Revenue	20,852,858		Increases the Mitigation Fee Act revenue estimate by \$20,852,858 (from \$4,363,500 to \$25,216,358) based on revenue received year-to-date <b>(five affirmative Council votes required to appropriate additional revenue)</b> .
Park Impact Fees Monitoring Project		613,195	Increases the Park Impact Fees Project appropriation based on an additional \$5,443,388 of Park Impact Fees revenue received in FY 2021/22 (\$1,551,260 of Quimby and \$3,892,128 of Mitigation Fee Act [MFA] revenues) and MFA revenue (\$25,216,358) received this FY 2022/23, year-to-date. The appropriations are based on a calculation of two percent (2%) of received Quimby and MFA fees that are transferred to this project annually, (City Chapter 17.35 of the City Code) to support staff and studies related to the park in-lieu program <b>(five affirmative Council votes required to appropriate additional revenue and for the use of unused balances)</b> .

## FY 2022/23 Budget Amendments

## Parks &amp; Recreation Department Capital Fund (532) (Cont'd.)

Department/Item	Source of Funds	Use of Funds	Explanation
Transfer to the General Fund - Land Sale Reserve (Loan Repayment for Reed and Grant Sports Park)		5,598,215	Increases the Transfer to the General Fund - Land Sale Reserve by \$5,598,215 (from \$0 to \$5,598,215) for the full Reed Street-Grant Street Sports Park Project loan repayment, based on Mitigation Fee Act (MFA) revenue received year-to-date. The loan repayment is a calculation based on 25% of the remaining MFA revenue balance, after two percent (2%) of MFA revenue is appropriated towards the Park Impact Fees Monitoring Project <b>(five affirmative Council votes required for the use of unused balances)</b> .
Other Agencies Revenue (Central Park Magical Bridge Playground Project)	(34,980)		Decreases the Santa Clara County All Inclusive Playground grant revenue estimate by \$34,980 (from \$1,800,000 to \$1,765,020) to true-up the budget based on the grant award agreement. The grant funds support the Central Park Magical Bridge Playground project and reimburse a portion of the project's costs. The \$34,980 reduction will be offset by the use of Mitigation Fee Act revenues received in FY 2022/23 <b>(majority affirmative Council votes required)</b> .
Parkland Acquisition Project		6,000,000	Establishes a Parkland Acquisition project for a total budget of \$6 million. The project intends to keep parkland acquisition in pace with the population increases as a result of residential development. Park in-lieu fees will be allocated towards this project for acquisition of parkland as property purchase opportunities arise. The 2021 Annual Land Valuation Appraisal Report (Frank Schmidt & Associates) estimates an acre of land in the City costs between \$5.7 million and \$6 million. The project funding includes \$5 million from Mitigation Fee Act revenue received this FY 2022/23 and \$1 million from the Quimby Act Fees fund balance <b>(five affirmative Council votes for the use of unused balances)</b> .
Ending Fund Balance		8,606,468	Increases the ending fund balance to offset the actions recommended above <b>(five affirmative Council votes required for the use of unused balances)</b> .
	<b>20,817,878</b>	<b>20,817,878</b>	



## FY 2022/23 Budget Amendments

### Parks & Recreation Operating Grant Trust Fund (111)

Department/Item	Source of Funds	Use of Funds	Explanation
Other Revenue / Materials/Services/Supplies	1,000	1,000	Recognizes a donation from the Texas Snowballs in support of the Senior Nutrition Program <b>(five affirmative Council votes required to appropriate additional revenue)</b> .
	<u>1,000</u>	<u>1,000</u>	

### Public Donations Fund (067)

Department/Item	Source of Funds	Use of Funds	Explanation
Kaiser Permanente Donation / Parks & Recreation - Senior Health and Wellness Program	1,000	1,000	Recognizes a donation from Kaiser Permanente in support of the Senior Health & Wellness Program. Funds will be used support senior wellness and care management programs <b>(five affirmative Council votes required to appropriate additional revenue)</b> .
	<u>1,000</u>	<u>1,000</u>	

### Street Lighting Capital Fund (534)

Department/Item	Source of Funds	Use of Funds	Explanation
Miscellaneous Street Lighting		(75,000)	Decreases the project budget to align with updated project timeline. Funding will be reappropriated in future budget actions as needed <b>(majority affirmative Council votes required)</b> .
Street Light Replacements - Great America Parkway		(2,000,000)	Decreases the project budget to align with updated project timeline. Funding will be reappropriated in future budget actions as needed <b>(majority affirmative Council votes required)</b> .
Transfer to the Electric Utility Fund		2,075,000	Establishes a transfer to the Electric Utility Fund to reflect returned funding for decreased capital projects <b>(five affirmative Council votes required for the use of unused balances)</b> .
	<u>-</u>	<u>-</u>	



## Agenda Report

23-101

Agenda Date: 3/7/2023

### REPORT TO COUNCIL

#### SUBJECT

Action on:

- (1) Adoption of a Class 2 Categorical Exemption under CEQA Guidelines Section 15302;
- (2) Approval of Amendment No. 1 to the Existing Deposit Agreement with Intel Corporation, and Approval of a Second Deposit Agreement with Intel, Relating to the Juliette Substation Project;
- (3) Approval of Amendment No. 1 to the Deposit Agreement with West Valley Mission Community College District Related to a Battery Storage Project;
- (4) Approval of a Deposit Agreement with Innovation Commons Owner, LLC Related to the Democracy Substation Project;
- (5) Approval of the Form of a Model Deposit Agreement and Grant Authority to City Manager to Execute Future Deposit Agreements Conforming to the Approved Model Form, and Authority to City Attorney to Modify Terms and Conditions of the Model Deposit Agreement;
- (6) Approval of Purchase Order to Eaton Corporation for Switchgear Associated with the Mission College Project, and Authorize City Manager to Issue Future Purchase Orders to Eaton Corporation Up to a Maximum of \$1,500,000; and
- (7) Approve Related Budget Amendments

#### COUNCIL PILLAR

Deliver and Enhance Quality Efficient Services and Infrastructure

#### BACKGROUND

In order to meet unique needs of specific customers, Silicon Valley Power (SVP) the electric utility for the City of Santa Clara, performs a number of services that are charged directly to customers. These services may include performing engineering studies to support developer projects, making upgrades to dedicated customer substations, and additional equipment design and installation to meet customer needs. In order to ensure that the customer pays all required costs of work performed on the Customer's behalf, the City enters into agreements with the customer to receive payment in advance. In some cases, this advance payment is included in a substation agreement. If services are not associated with new construction of a substation or if the parties are not able to enter into a substation agreement (such as when studies are needed before entering into a substation agreement), SVP uses a Deposit Agreement developed by the City Attorney's Office.

These Deposit Agreements do not provide the customer with any vested right to electric service, any assurance of approval of customer's project (such as entitlements where applicable), any budget approvals relating thereto, permit application approvals, environmental reviews or any other item relating or arising out of the customer's project or any portion thereof.

While these Deposit Agreements were previously executed by City staff because they are cost neutral, the City Attorney's Office recommends securing approval from Council for these agreements

including ratifying agreements that were previously executed.

### DISCUSSION

Intel Corporation has requested that SVP install and upgrade transformers at the Juliette Substation to operate at a higher capacity. SVP will contract with Delta Star (the manufacturer of the transformers) to perform this work. On June 14, 2022; the City executed a Deposit Agreement with Intel Corporation (Attachment 1) requiring Intel to submit a deposit of \$827,000 to upgrade the transformers. In December 2022, Delta Star performed a field load study that resulted in recommended activities that increase the cost estimate from \$827,000 to \$2,610,180 (Attachment 2). This cost estimate includes contractor's labor costs, SVP staff costs to manage and support the project, and additional amounts for contingencies and other related costs. Intel has agreed to deposit that amount in advance of initiating the project and the City will recover costs of equipment and services provided from that deposit. In addition to the amended Deposit Agreement for the transformer rerate project, SVP and Intel have negotiated a separate Deposit Agreement in the amount of \$1,702,313 for engineering services to add a third transformer bank at the Juliette Substation (Attachment 3). The Deposit Agreements with Intel would total \$4,312,493, of which \$2,000,000 was assumed in the budget. A budget adjustment of \$2,312,493 is recommended to address the remaining balance.

West Valley Mission Community College District (Mission College) has requested that SVP perform upgrades necessary to accommodate their Distributed Energy Resource (DER) system. Mission College has an existing 12 MW Photovoltaic (PV) system. In addition to the existing PV capacity, Mission College will interconnect and operate a new 2.5 MW PV system with 2MW/4MWH battery energy storage in parallel operation with SVP's distribution system. This requires procurement of a vacuum disconnect switch as well as installation by SVP staff, programming, testing, and commissioning. On March 28, 2022; the City executed a Deposit Agreement with Mission College (Attachment 4) requiring Mission College to submit a deposit of \$372,750 to upgrade the transformers. After further study, the costs associated with the project increased from \$372,750 to \$504,000, primarily due to escalating equipment costs (Attachment 5). This adjusted cost includes equipment to be purchased from Eaton Corporation (Eaton), staff costs for installing, testing, and commissioning the equipment, meter upgrades, and additional amounts for contingencies and other related costs. Mission College has agreed to deposit that amount and the City will recover costs of equipment and services provided from that deposit.

As part of the required upgrades to accommodate Mission College's new PV and battery storage systems, SVP requires the purchase of switchgear which SVP proposes to purchase from Eaton. This is a sole source purchase authorized by the Purchasing Manager pursuant to section 2.105.280 (b)(2) which states: "[w]hen required to ensure operation or function to match other products with respect to the repair, expansion or completion of a system, existing structure or program currently in use by the City, including, but not limited to, utility and technology purchases required to achieve interoperability with existing systems or programs." As part of any operational system, it is necessary to limit equipment variability in order to manage operations and repairs, especially during outages. As determined by the Purchasing Manager, sole source is justified in this case as the Eaton switchgear will ensure the viable function and operation of the SVP system as it is similar to other equipment in use. Staff requests authorization to issue a purchase order to Eaton in an amount not to exceed \$400,000 for the switchgear and associated equipment for the Mission College system. Funding for this purchase order will be paid by Mission College and is included in the New Business Development Capital Project in the Electric Utility Capital Fund. Based on the same sole source

justification, SVP is also seeking to increase the authorization to purchase additional switchgear from Eaton to a total amount not to exceed \$1,500,000 for other customers or regular SVP operating needs subject to budget appropriations. Any future purchases made on behalf of a customer will be recovered from the customer and any additional funding needed for purchases would be brought forward to Council in a budget amendment.

Innovations Commons Owner LLC, managed by Kylli, Inc. (Kylli), is proposing a project at 4995 Patrick Henry Drive, Santa Clara, CA, to develop 46 acres of land into 3,000,000 square feet of commercial office/lab space, 100,000 square feet of neighborhood retail, and 1,800 new multi-family residential units. A general distribution substation, named the Democracy Substation with a capacity of 94.5 MVA, will be required to provide electric service to this project. In order to initiate required design services, SVP will hire an engineering contractor using existing master agreements for engineering services to prepare a Gas Insulated Substation (GIS Substation) Operations Report and preliminary design of the transmission line trench alignment in the public right-of-way. The required deposit amount of \$787,500 includes costs for required contracted engineering services, costs of staff to manage and support the project, and additional funds for contingency and other associated costs (Attachment 6). Kylli has agreed to submit a deposit of \$787,500 in advance of initiation of the project and the City will recover these costs from that deposit. A budget amendment is recommended in the Fiscal Impact section to recognize revenue and establish the Democracy Substation project.

Staff requests Council approval of, and authorization for, the City Manager to negotiate and execute future Deposit Agreements based on the attached model Deposit Agreement (Attachment 7). By providing authorization to the City Manager to execute future Deposit Agreements and associated amendments, SVP will be enabled to quickly respond to customer needs. Where budget actions are required, staff will request through the appropriate Council approval process.

### ENVIRONMENTAL REVIEW

The approval of the Deposit Agreements, including the model, are exempt from the California Environmental Quality Act ("CEQA") pursuant to Section 15378(b)(4), in that they involve the creation of government funding mechanisms or other government fiscal activities which do not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment. The environmental impacts of any work performed by City contractors in connection with these Deposit Agreements have been previously evaluated under CEQA or, in the case of future Deposit Agreements, will be evaluated with the associated service agreements.

The replacement of the switchgear is considered exempt from CEQA pursuant to CEQA Guidelines Section 15302 (Class 2 - Replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced). Replacement of switchgear will take place on the same site and the updated equipment will serve the same purpose and have the same capacity as the equipment being replaced.

### FISCAL IMPACT

Under the terms of Amendment No. 1 to the Deposit Agreement with Intel, Intel will submit a deposit in the amount of \$2,610,180. Under the terms of the Deposit Agreement with Intel for engineering services associated with adding a third transformer, Intel will deposit \$1,702,313. Of the total amount of \$4,312,493, \$2,000,000 is already included in the Juliette Substation Transformer Rerate and

Installation Project for FY 2022/2023. Staff recommends increasing the Developer Contributions revenue and the project appropriation in the amount of \$2,312,493 to authorizing funding for the remaining amount.

Under the terms of Amendment No. 1 to the Deposit Agreement with Mission College, Mission College will submit a deposit in the amount of \$504,000. Of that amount \$372,500 was budgeted and already received in the New Business Development Project for FY 2022/23. Sufficient revenue and expenses are already budgeted in the New Business Development project for the additional costs associated with the Mission College Deposit Agreement and currently no budget amendment is necessary.

To fund the services and associated costs included in the Deposit Agreement with Innovation Commons Owner LLC, staff recommends establishing a new project for the Democracy Substation including an increase in Developer Contributions revenue in the amount of \$787,500. Future budget adjustments required for this project will be requested through the budget process.

Budget Amendment			
FY 2022/23			
	Current	Increase/ (Decrease)	Revised
<u>Electric Utility Capital Fund</u>			
<u>Revenues</u>			
Other Revenue (Developer Contributions)	\$52,405,338	\$3,099,993	\$55,505,331
<u>Expenditures</u>			
Juliette Substation Transformer Rerate and Installation Project (CIP 2462)	\$2,000,000	\$2,312,493	\$4,312,493
Democracy Substation (New Project)	\$0	\$787,500	\$787,500

#### 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) <<mailto:clerk@santaclaraca.gov>>.

#### RECOMMENDATION

1. Adopt a Class 2 Categorical Exemption under CEQA Guidelines Section 15302;
2. Authorize the City Manager to execute Amendment No. 1 to the Deposit Agreement with Intel Corporation increasing the deposit amount by \$1,783,180 from \$827,000 to \$2,610,180 and ratify

- the underlying agreement executed on June 14, 2022;
3. Authorize the City Manager to execute a second Deposit Agreement with Intel Corporation for engineering services associated with adding a third transformer at the Juliette Substation in the amount of \$1,702,313;
  4. Authorize the City Manager to execute Amendment No. 1 to the Deposit Agreement with West Valley Mission Community College District increasing the deposit amount by \$131,250 from \$372,750 to \$504,000 and ratify the underlying agreement executed on March 28, 2022;
  5. Authorize the City Manager to execute a Deposit Agreement with Innovation Commons Owner, LLC in the amount of \$787,500;
  6. Approve a model Deposit Agreement in the form attached hereto and authorize the City Manager to negotiate, approve, and execute Deposit Agreements and any amendments thereto which are in substantial conformance with these terms and conditions and to take any actions as necessary to implement and administer the agreement and authorize the City Attorney to make modifications to the terms of the model Deposit Agreement;
  7. Authorize a Purchase Order to Eaton Corporation in an amount not to exceed \$400,000 for switchgear associated with the Mission College project and authorize future Purchase Orders to Eaton Corporation for future SVP projects up to a maximum of \$1,500,000 subject to the following (1) available appropriations, (2) conformance with Purchasing Ordinance and Purchasing guidelines, (3) environmental review where required; and
  8. Approve the FY 2022/23 budget amendments in the Electric Utility Capital Fund to increase the estimate for Other Revenue by \$3,099,993, increase the Juliette Substation Transformer Rerate and Installation Project by \$2,312,493, and establish the Democracy Substation project in the amount of \$787,500 (five affirmative Council votes required to appropriate additional revenue).

Reviewed by: Manuel Pineda, Chief Electric Utility Officer

Approved by: Office of the City Manager

#### ATTACHMENTS

1. Deposit Agreement with Intel Corporation
2. Proposed Amendment No. 1 to Deposit Agreement with Intel Corporation
3. Proposed Deposit Agreement with Intel Corporation for Engineering Services Associated with Third Transformer
4. Deposit Agreement with Mission College
5. Proposed Amendment No. 1 to Deposit Agreement with Mission College
6. Proposed Deposit Agreement with Innovation Commons Owner LLC
7. Model Deposit Agreement

**DEPOSIT AGREEMENT  
BETWEEN  
THE CITY OF SANTA CLARA, CALIFORNIA  
AND  
INTEL CORPORATION**

**PREAMBLE**

This Deposit Agreement ("Agreement"), deposit and reimbursement for services outlined herein, is by and between Intel Corporation, a Delaware corporation, with its principal place of business located at 2200 Mission College Boulevard, Santa Clara, California 95054 ("Customer"), and the City of Santa Clara, California, a chartered California municipal corporation, with its primary business address at 1500 Warburton Avenue, Santa Clara, California 95050, doing business as Silicon Valley Power (the "City" or "SVP"). SVP and Customer may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

The City and Customer agree as follows:

- I. Customer requires engineering and field services and materials from SVP (Services) as is further outlined in Exhibit A – Scope of Services and Cost Estimate attached to this Agreement and incorporated by reference.
  - A. City agrees to perform Services required by City as outlined in Exhibit A (Scope of Services and Cost Estimate).
  - B. City has estimated the costs of SVP services and related costs such as, but not limited to labor, materials, subcontracted services, permits, and easements as well as any other City costs such as taxes, fees, and overhead that may be identified by City required to complete Services (Cost of Services).
- II. Customer agrees to deposit \$827,500 (Deposit) with the City.
  - A. Deposit shall be equal to the estimated Cost of Services plus a twenty-five percent (25%) contingency.
  - B. Customer understands that such Deposit is a retainer based on estimated actual and reasonable Cost of Services and is not a fixed fee for required services.
  - C. Deposit must be received by City before Services are initiated by City.
  - D. City shall maintain accounting for Deposit using a process that will permit City to provide routine reporting to Customer upon request. Customer understands that periodic reporting will be based on invoices and other information received as of the time of the report and there may be additional costs that have not yet been invoiced to City.

- E. Customer shall have reasonable access to records of SVP to confirm the accuracy of the reconciliation.
  - F. Upon completion or termination of Services, City shall reconcile Cost of Services against Deposit
    - 1. If, after reconciliation, City determines that Deposit was greater than Cost of Services, City shall refund remaining funds to Customer within sixty (60) days of conclusion of invoicing by any third parties performing work associated with the Services.
    - 2. If, after reconciliation, City determines that Cost of Services exceeded Deposit, City shall invoice Customer for any outstanding amounts. Customer shall make payment within thirty (30) days of invoice.
- III. Changes to Deposit or changes to Services:
- A. Customer is responsible for all actual costs of Services even if City does not notify the customer of changes to the Cost of Services.
  - B. In the event that it becomes known to the City that the cost estimate will be exceeded, and those additional costs do not exceed the total Deposit, those additional costs may be passed through to Customer and deducted from Deposit without additional notification.
  - C. In the event that it becomes known to the City that the Cost-of-Service estimate must be revised such that the Deposit is insufficient to complete the Services, City shall notify Customer, in writing, of the updated cost estimate as soon as practicable. The Parties shall accept such updated estimates through execution of an Amendment to this Agreement including an update to Exhibit A.
    - 1. If Customer agrees for City to continue Services, Customer shall remit additional deposit funds as required by City (Additional Deposit). Upon execution of an Amendment to this Agreement and receipt of such Additional Deposit, City shall resume Services.
    - 2. Should Customer decide not to authorize costs exceeding initial estimates and discontinue work, Customer shall be responsible for all costs up to the halt of Services. This may also include reasonable costs associated with cancelling or terminating services requested from others such as cancellation of materials purchases or other termination charges that may be incurred by City. In the event of cancellation under this provision, City shall complete accounting for Cost of Services as defined in Section II.



IV. Term

The term of this agreement shall begin on the last date listed on the signature page and shall end six months after completion of Services unless terminated under the provisions of Section III or V of this Agreement.

V. Termination of Services:

- A. In the event that either Party determines that it does not wish to continue Services, that Party will provide written notice to the other Party.
- B. Upon receipt of such written notice from Customer, City will stop all work associated with the Services as soon as practicable and not more than thirty (30) days from the date of the notice from Customer.
- C. Cost of Services shall be reconciled against Deposit as outlined in Section II.

VI. The performance of Services by SVP does not constitute conditional approval by the City of any portion of the Customer's project or a commitment by SVP to serve the Customer's anticipated electric load. Nothing in this Agreement shall be construed as a commitment by City to grant or issue any preliminary or final approvals in connection with provision of electric service or capacity, project planning, construction, including for General Plan Amendments, Rezoning, Development Plans, Subdivision Maps, Development Agreements, Environmental Impact Reports, and building permits. Customer acknowledges and agrees that nothing in this Agreement limits City's discretion. Customer agrees that it shall remain obligated to pay all costs for all work performed by SVP, regardless of whether any aspect of the Customer's project is ultimately approved.

VII. Hold Harmless/Indemnification

- A. To the extent permitted by law, Customer 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 reasonable 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 Customer's obligations under this Agreement – including claims of any kind by Customer's employees or persons contracting with Customer to perform any portion of this Agreement– excluding the negligence or sole willful misconduct of City.
- B. Customer's obligation in VII A 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,

contractors, subcontractors or other agents of Customer against City (either alone, or jointly with Customer), regardless of venue/jurisdiction in which the claim is brought and the manner of relief sought.

VIII. Notices

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

City of Santa Clara  
Attention: Silicon Valley Power  
1500 Warburton Avenue  
Santa Clara, CA 95050  
and by e-mail at [svpcontracts@santaclaraca.gov](mailto:svpcontracts@santaclaraca.gov), and  
[manager@santaclaraca.gov](mailto:manager@santaclaraca.gov)

And to Customer addressed as follows:

MSO Legal M/S 410  
2500 Mission College Blvd., Santa Clara, CA 95054  
CC: Marty Sedler, Director of Utilities, e-mail at [marty.sedler@intel.com](mailto:marty.sedler@intel.com)  
(480) 299-8129

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.

IX. Force Majeure

- A. For the purpose of this Agreement, "Force Majeure" shall be defined as any cause beyond the control of the Party affected, and which by exercise of reasonable due diligence such Party could not reasonably have been expected to avoid and which by exercise of due diligence it has been unable to overcome or obtain or cause to be obtained a commercially reasonable substitute, therefore.
- B. Force Majeure includes Acts of God, flood, drought, earthquake, storm, tornado, fire, explosion, lightning, epidemic, public emergency, war, riot, civil disobedience, labor strike, labor dispute, labor or materials shortage (however labor or materials shortage does not include the mere inability to obtain that labor or material at a particular price), sabotage, restraint by court order, restraint by public authority, or action or non-action by governmental authority or accident.
- C. No Party shall be relieved of liability for failure of performance if such failure is due to causes arising out of its own negligence or due to the removal of remediable causes which it fails to take reasonable efforts to remove or remedy within a reasonable time, or due to mere fluctuations in market prices. Nothing contained herein shall be construed to require a Party to

settle any strike or labor dispute in which it may be involved. Either Party rendered unable to fulfill any of its obligations under this Agreement by reason of Force Majeure shall give prompt written notice of such fact to the other Party and shall exercise due diligence to remove such inability with all reasonable dispatch.


The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives. The Effective Date is the date that the final signatory executes the Agreement. It is the intent of the Parties that this Agreement shall become operative on the Effective Date.

**CITY OF SANTA CLARA, CALIFORNIA,**  
a chartered California municipal corporation

Approved as to Form:

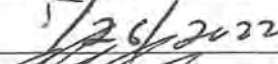

Dated:

  
Office of the City Attorney  
City of Santa Clara

  
Office of the City Manager  
1500 Warburton Avenue  
Santa Clara, CA 95050  
Telephone: (408) 615-2210  
Fax: (408) 241-6771

"CITY"

**INTEL CORPORATION,**  
a Delaware Corporation

Dated:   
By (Signature):   
Name: Marty Sester  
Title: Director, Global Litigation  
Principal Place of  
Business Address: Santa Clara  
Telephone: 480-299-8129

"CUSTOMER"



**DEPOSIT AGREEMENT BETWEEN  
THE CITY OF SANTA CLARA, CALIFORNIA AND  
INTEL CORPORATION  
EXHIBIT A – SCOPE OF SERVICES AND COST ESTIMATE**

**SCOPE SUMMARY**

Initial scope shall be a study performed by Delta Star to determine the modifications necessary to allow the transformers to operate at the requested 63MVA range.

SVP may proceed with various options based on the study results. Below is a summary of the complete scope with all options.

Upgrade existing transformers T1 and T2 at Juliette Substation from 50MVA top rating to 63MVA top rating.

- Delta Star Scope
  - Item 1 – Load Study
  - Item 1A – Optional deep inspection to assess transformer life.
  - Item 2 – Transformer fan upgrade only (no oil processing) for HK Porter Transformer Serial #E7319 and E7320.
  - Option A – Transformer fan upgrade plus oil processing and internal inspection.
  - Option B – LTC Retrofit Only\*
  - Option C – Kelman DGA Monitor Only
  - Option D – Dynamic Rating Only\*
  - Option E – Component Replacements & Re-Gasketing Only\*

**\* Options B, D and E not included in the deposit amount of \$827,500**

SVP Substation will perform the field work for this project:

- Remove existing alarm wiring between transformer and SCADA RTU and replace with new RS485 cable to bring transformer monitoring from the Dynamic Ratings device to the SCADA RTU.
- Provide control power for new Dynamic Ratings transformer monitor and Kelman 9-Gas DGA.
- Test and commission the transformer.
- Test and commission relay changes.
- Switching and clearances.

**AMENDMENT NO. 1  
TO THE DEPOSIT AGREEMENT  
BETWEEN THE  
CITY OF SANTA CLARA, CALIFORNIA,  
AND  
INTEL CORPORATION**

**PREAMBLE**

This agreement ("Amendment No. 1") is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Intel Corporation, a Delaware corporation, (Customer). City and Customer 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 "Deposit Agreement Between the City of Santa Clara, California and Intel Corporation", dated June 14, 2022 (Agreement);
- B. The Parties entered into the Agreement for the purpose of having Customer pay a deposit related to the Services (as defined in the Agreement) for the project described in Exhibit A of the Agreement, as amended herein; and
- C. The Parties now wish to amend the Agreement to update the costs due to increase in scope provided by manufacturer.

NOW, THEREFORE, the Parties agree as follows:

**AMENDMENT TERMS AND CONDITIONS**

- 1. The first sentence of Section II of the Agreement is amended to read as follows:  
"Customer agrees to deposit with the City two million and six hundred and ten thousand and one hundred eighty dollars (\$2,610,180.00) (Cost of Services) plus an additional twenty-five percent (25%) for contingencies."
- 2. Exhibit A of the Agreement, entitled "Scope of Work and Cost Estimate" is deleted and replaced with Exhibit A – Scope of Work– Amended January 1, 2023 and Exhibit B – Cost Estimate – Amended January 1, 2023.
- 3. 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:

Dated: \_\_\_\_\_

\_\_\_\_\_  
Office of the City Attorney  
City of Santa Clara

\_\_\_\_\_  
Office of the City Manager  
1500 Warburton Avenue  
Santa Clara, CA 95050  
Telephone: (408) 615-2210  
Fax: (408) 241-6771

"CITY"

**INTEL CORPORATION**

a Delaware corporation


Dated: 2/14/21

By (Signature): 

Name: Marty Sedler

Title: Sr. Director, Global Utilities & Infrastructure

Principal Place of Business Address: 2200 Mission College Blvd.  
Santa Clara, CA 95054

Telephone: (408) 715-0714 408-298-8129   
"CUSTOMER"

**DEPOSIT AGREEMENT BETWEEN  
THE CITY OF SANTA CLARA, CALIFORNIA AND  
INTEL CORPORATION  
EXHIBIT A - SCOPE OF WORK – AMENDED JANUARY 1, 2023**

**Project Description**

Customer and City entered into a substation agreement on November 22, 2004 for the construction of Juliette Substation and, pursuant to that agreement, Customer dedicated that substation to the City. The City currently owns and operates Juliette Substation, which is fully dedicated to Customer. To support Customer's increased load growth at the Juliette Substation, SVP will contract with Delta Star, Inc. or any successor entity to Delta Star (Delta Star) to perform work to increase the capacity rating for the existing two transformers at the Juliette Substation. This re-rate upgrade will increase the capacity rating of each transformer from 50MVA to 62MVA. This scope includes work performed by Delta Star and by SVP.

**Scope**

The scope of work to be performed by Delta Star and SVP includes the purchase and installation of equipment (including labor) and testing identified in Appendix A (Delta Star Scope of Work) as the upgrades necessary to increase the capacity rating on the existing transformers to 62MVA. As further described in Appendix A, Delta Star will provide manpower and equipment to upgrade fans, LV line lead cables, and add single ratio CTs to two 30/40/50 MVA HK Porter Transformers to uprate to 62 MVA. Delta Star will provide manpower and equipment to upgrade/add components and retrofit the LTC (TLH-21 to RMV-II) on two 30/40/50 MVA HK Porter Transformers. See Exhibit A for the complete scope of work details.

In addition to services performed by Delta Star, SVP staff will provide staff to complete tasks required for Delta Star's services such as: lockout/tagout, de-energize transformers, isolate transformers (removing conductor leads), install any additional control wiring that may be required, witness testing and commissioning, re-energize transformers, modify SCADA. In addition, SVP staff will provide oversight and project management for the Delta Star services.

**Cost Estimate**

The Cost Estimate for this work is detailed in Exhibit B – Cost Estimate – Updated January 1, 2023.

**APPENDIX A**  
**DELTA STAR SCOPE OF WORK**

1. Delta Star will perform a load study / engineering review to determine modifications necessary to potentially allow the transformers at Customer substation to operate at 62 MVA range including:
  - 1.1. Analyze data to determine precise MVA uprate, seeking to meet 62 MVA pursuant to SVP request
  - 1.2. Deliver report outlining new MVA potential and items required (Fans, cable size increases, etc.)
  - 1.3. Update drawings
  - 1.4. Manufacture new nameplates for mounting on transformer
  - 1.5. Delta Star will perform a full drain, internal inspection, and condition assessment of the cellulose insulation inside transformer T2 including:
    - 1.5.1. Arrival
      - 1.5.1.1. Mobilize crews and equipment to site address
      - 1.5.1.2. Conduct tailgate meeting to identify potential safety hazards
      - 1.5.1.3. SVP will perform disconnection, de-energization, isolation, lockout/tagout (LOTO), & grounding of transformer, as required
      - 1.5.1.4. Stage and ground equipment as required
    - 1.5.2. Pre-Testing: Delta Star will perform the following tests:
      - 1.5.2.1. Insulation Resistance – Core Ground (If accessible)
      - 1.5.2.2. Insulation Resistance – Windings
      - 1.5.2.3. Insulation Power Factor & Capacitance – Windings
      - 1.5.2.4. Oil Screen: Dissolved Gas Analysis (DGA), Moisture, D1816-2, & Power Factor @ 100°C
    - 1.5.3. Work Scope
      - 1.5.3.1. Delta Star will drain oil (5,270 gallons) into clean tanker supplied by Contractor.
      - 1.5.3.2. Delta Star will have dry air flowing during draining and will check dew point when drain is complete.
      - 1.5.3.3. Delta Star will maintain dry air supply with air quality testing to ensure adequate oxygen levels during all maintenance work done internally to main tank.
      - 1.5.3.4. Delta Star will perform confined space entry and internal inspection identifying any abnormalities



- 1.5.3.5. Delta Star will obtain cellulose (paper) samples from several areas inside of the transformer
- 1.5.3.6. Delta Star will re-tape and re-insulate disturbed areas as required.
- 1.5.3.7. Delta Star will seal and pressurize transformer
- 1.5.3.8. Delta Star will obtain Dew Point measurement
- 1.5.3.9. Delta Star will vacuum at a level of 1 Torr (1,000 micron, 1mm of Hg) less and hold for a minimum of 2 hours
- 1.5.3.10. Delta Star will conduct vacuum leak test
- 1.5.3.11. Delta Star will pull vacuum at a level of 1 Torr (1,000 micron, 1mm of Hg) less and hold for a minimum of 10 hours
- 1.5.3.12. Delta Star will vacuum fill transformer oil while maintaining a vacuum level of 5 Torr or less
- 1.5.3.13. Delta Star will break vacuum and ensure oil is at proper level considering temperature
- 1.5.3.14. Delta Star will activate nitrogen system when complete
- 1.5.3.15. Delta Star will pressurize transformer and check for leaks
- 1.5.4. Final-Testing: Delta Star will perform the following tests:
  - 1.5.4.1. Insulation Resistance – Core Ground (If accessible)
  - 1.5.4.2. Insulation Resistance – Windings
  - 1.5.4.3. Insulation Power Factor & Capacitance – Windings
  - 1.5.4.4. Oil Screen: DGA, Moisture, D1816-2, & Power Factor @ 100°C
  - 1.5.4.5. Degree of Polymerization Testing – Send cellulose (paper) insulation samples to laboratory for analyzing
- 1.5.5. Assumptions:
  - 1.5.5.1. Delta Star assumes units are Polychlorinated Biphenyls (PCB) free. If PCB concentration is higher than 49 PPM, Contractor will be unable to complete the work.
  - 1.5.5.2. If PCB concentration is 1-49 PPM, Delta Star may invoice an additional decontamination and such costs will be invoiced to Customer.
  - 1.5.5.3. SVP will dispose of the oil.
  - 1.5.5.4. Delta Star crews will work 7-days a week, and 8-12 hours per day uninterrupted. Any standby time or delays that are beyond Delta Star's control, including

those resulting from restricted or limited site access, will be considered out of scope work. Such costs will be billed to SVP and SVP shall pass those costs onto Customer as applicable.

- 1.5.5.5. Delta Star recommends a minimum of 24-hours hold/soak period after oil filling prior to re-energization.

2. Transformer Rerate Item 1 – Delta Star will perform work needed for MVA Uprate to operate at 62MVA

2.1. Arrival

- 2.1.1. Delta Star will mobilize crews and equipment to SVP location
- 2.1.2. Delta Star will conduct tailgate meeting to identify potential safety hazards
- 2.1.3. SVP will perform disconnection, de-energization, isolation, Lock Out Tag Out (LOTO), & grounding of transformer, as required
- 2.1.4. Delta Star will stage and ground equipment as required

2.2. Pre-Testing – Delta Star will perform the following tests:

- 2.2.1. Insulation Resistance – Core Ground (If accessible)
- 2.2.2. Insulation Resistance – Windings
- 2.2.3. Insulation Power Factor & Capacitance – Windings
- 2.2.4. Insulation Power Factor & Capacitance – LV Bushings only (C1/C2)
- 2.2.5. Oil Screen: DGA, Moisture, D1816-2, & Power Factor @ 100°C

2.3. Transformer Uprate

- 2.3.1. Delta Star will drain oil (5,270 gallons) into clean tanker supplied by Delta Star
- 2.3.2. Delta Star will have dry air flowing during draining. Delta Star will check dew point when drain is complete, if possible.
- 2.3.3. Delta Star will enter transformer and remove existing LV cable line leads and upgrade and replace with 500 MCM insulated cables
- 2.3.4. Delta Star will retrofit/add two new single ratio Current Transformers (CT's) to LV bushing(s)
- 2.3.5. Delta Star will obtain Preventive Auto (PA) dimensions to design/manufacture new (future) PA described in Item 2
- 2.3.6. Delta Star will seal transformer and replace manhole cover gasket
- 2.3.7. Delta Star will remove existing (12) fans
- 2.3.8. Delta Star will install new high flow (12) fans with new cords, supplied by Delta Star.
- 2.3.9. Delta Star will install new breakers as required.
- 2.3.10. Delta Star will perform function testing and operation of new fans

- 2.4. Oil Filling
  - 2.4.1. Delta Star will perform Dew Point test to establish filling process
  - 2.4.2. If needed, Delta Star will circulate 1/3 volume of oil to 65°C and hold for 1 hour and then drain oil
  - 2.4.3. Delta Star will pull vacuum at a level of 1 Torr (1,000 micron, 1mm of Hg) less and hold for a minimum of 2 hours
  - 2.4.4. Delta Star will conduct vacuum leak test
  - 2.4.5. Delta Star will pull vacuum at a level of 1 Torr (1,000 micron, 1mm of Hg) less and hold for a minimum of 4-6 hours
  - 2.4.6. Delta Star will vacuum fill transformer oil while maintaining a vacuum level of 5 Torr or less
  - 2.4.7. Delta Star will break vacuum and ensure oil is at proper level considering temperature
  - 2.4.8. Delta Star will pressurize and check for leaks
- 2.5. Final Testing: Delta Star will perform the following tests:
  - 2.5.1. Transformer Turns Ratio (TTR)
  - 2.5.2. Insulation Resistance – Core Ground (If accessible)
  - 2.5.3. Insulation Resistance – Windings
  - 2.5.4. Insulation Power Factor & Capacitance – Bushings (Hot Collar if test tap not available)
  - 2.5.5. Insulation Power Factor & Capacitance – Windings
  - 2.5.6. Winding Resistance
  - 2.5.7. Oil Screen: DGA, Moisture, D1816-2, & Power Factor @ 100°C
  - 2.5.8. Delta Star will perform all testing in the as-found DETC & LTC tap positions, unless otherwise noted.
- 2.6. SVP will perform grounding removal, LOTO removal, bushing connections, and re-energization of transformer.
- 2.7. Cleanup site and demobilize
3. Transformer Rerate - Item 2 – LTC Retrofit & Components Upgrade/Additions
  - 3.1. Arrival
    - 3.1.1. Delta Star will mobilize crews and equipment to SVP identified location
    - 3.1.2. Delta Star will conduct tailgate meeting to identify potential safety hazards
    - 3.1.3. SVP will perform disconnection, de-energization, isolation, LOTO, & grounding of transformer, as required
    - 3.1.4. Delta Star will stage and ground equipment as required

- 3.2. Pre-Testing: Delta Star will perform the following tests:
  - 3.2.1. Transformer Turns Ratio (TTR)
  - 3.2.2. Insulation Resistance – Core Ground (If accessible)
  - 3.2.3. Insulation Resistance – Windings
  - 3.2.4. Insulation Power Factor & Capacitance – LV Bushings Only (Hot Collar if test tap not available)
  - 3.2.5. Insulation Power Factor & Capacitance – Windings
  - 3.2.6. Single Phase Excitation
  - 3.2.7. SFRA – Sweep Frequency Response Analysis (Existing DETC Tap to LTC Tap 16R)
  - 3.2.8. Winding Resistance
  - 3.2.9. Oil Screen: DGA, Moisture, D1816-2, & Power Factor @ 100°C
  - 3.2.10. Delta Star will perform all testing in the as-found DETC & LTC tap positions.
- 3.3. LTC Retrofit
  - 3.3.1. Delta Star will drain oil (5,270 gallons) from main tank into clean tanker supplied by Delta Star.
  - 3.3.2. Delta Star will dispose of LTC oil.
  - 3.3.3. Delta Star will remove TLH-21 LTC and replace with RMV-II-1500 LTC, supplied by Delta Star including the following tasks to be performed by Delta Star:
    - 3.3.3.1. Remove LV arresters and PTs
    - 3.3.3.2. Cut existing stands off the TLH-21 compartment
    - 3.3.3.3. Label and disconnect LTC leads internally
    - 3.3.3.4. Label and disconnect PA/Series leads internally
    - 3.3.3.5. Cut existing TLH-21 LTC off tank and remove filter system.
    - 3.3.3.6. Take ownership of old LTC for disposal.
    - 3.3.3.7. Pull existing PA out of the main tank
    - 3.3.3.8. Install new PA supplied by Delta Star.
    - 3.3.3.9. Weld on side access plate
    - 3.3.3.10. Weld on LTC adaptor plate
    - 3.3.3.11. Weld on new LTC RMV-1500
    - 3.3.3.12. Connect leads internally
    - 3.3.3.13. Install motor drive centered at 5' height from the foundation

- 3.3.3.14. Procure, engineer, and install Messko LLG, PRD, SPR, and LTC Desiccant Breather.
    - 3.3.3.15. Installed LTC to be controlled via Dynamic Ratings
    - 3.3.3.16. Leave Beckwith M2001 installed in place as a back-up isolating wiring terminations for future use.
  - 3.3.4. Delta Star will weld new bracket for the LV arresters on PTs on the cover lip. New bracket supplied by Delta Star.
  - 3.3.5. Delta Star will touch up paint
  - 3.3.6. Delta Star will mount Kelman DGA 900 monitor to the transformer tank with monitor supplied by Delta Star and the following tasks performed by Delta Star:
    - 3.3.6.1. Install SEL 3031 Serial Radio Transceiver for point-to-point communication to the powerhouse.
    - 3.3.6.2. Install with vibration dampeners.
    - 3.3.6.3. Inlet oil from the fill valve (1" tee-adaptor)
    - 3.3.6.4. Outlet into the drain valve (2" tee-adaptor)
    - 3.3.6.5. Run conduit from Kelman to DR and Main Cabinet
    - 3.3.6.6. GE personnel to provide onsite commissioning with Delta Star supervision.
  - 3.3.7. Delta Star will mount Dynamic Ratings E3 transformer monitor in separate cabinet to the right of the nitrogen cabinet including the following:
    - 3.3.7.1. 4-20mA SCADA
    - 3.3.7.2. RS485 (SVP will complete trenching and bring cable to cabinet)
    - 3.3.7.3. Top oil, LTC oil, and Ambient RTD (Replace top oil wells and plug one)
    - 3.3.7.4. LTC Controller
    - 3.3.7.5. HV bushing monitoring
- 3.4. Component Replacements & Re-gasketing
  - 3.4.1. Delta Star will replace all oil immersed gaskets outlined below with new gaskets supplied by Delta Star including the following:
    - 3.4.1.1. Replace (3) HV bushings with new bushings and gaskets supplied by Delta Star. SVP will dispose of old bushings.
    - 3.4.1.2. (3) LV bushings.
    - 3.4.1.3. (1) XO bushing.

- 3.4.1.4. (12) radiators including replace valve packing on (24) radiator valves.
- 3.4.1.5. PRD. Replace (2) PRDs with new PRDs supplied by Delta Star.
- 3.4.1.6. SPR. Replace SPR with new SPR supplied by Delta Star.
- 3.4.1.7. (2) liquid level gauge. Replace with new liquid level gauge supplied by Delta Star.
- 3.4.1.8. (1) liquid temperature gauge. Remove gauge and replace with Dynamic Ratings E3 probe.
- 3.4.1.9. (1) winding temperature gauge. Remove gauge and replace with Dynamic Ratings E3 probe.
- 3.4.1.10. (1) drain valve. Replace drain valve with new valve supplied by Delta Star.
- 3.4.1.11. (1) fill valves. Replace fill valve with new valve supplied by Delta Star.
- 3.4.1.12. (1) sampling valve
- 3.4.1.13. (1) Seal-N-Panel. Replace panel with new panel supplied by Delta Star.
- 3.4.1.14. DETC handle
- 3.4.1.15. Manholes
- 3.4.2. Delta Star will replace (3) HV and (3) LV arresters with new arresters supplied by Delta Star. SVP will dispose of old arresters.
- 3.4.3. Delta Star will flush and clean cellulose insulation as required to clean, based on prior findings
- 3.4.4. Delta Star will pressurize unit and check for leaks. If no leaks, set up for vacuum oil fill
- 3.5. Oil Filling
  - 3.5.1. Delta Star will perform Dew Point test to establish filling process
  - 3.5.2. If needed, Delta Star will circulate 1/3 volume of oil to 65°C and hold for 1 hour and then drain oil
  - 3.5.3. Delta Star will pull vacuum at a level of 1 Torr (1,000 micron, 1mm of Hg) less and hold for a minimum of 2 hours
  - 3.5.4. Delta Star will conduct vacuum leak test
  - 3.5.5. Delta Star will pull vacuum at a level of 1 Torr (1,000 micron, 1mm of Hg) less and hold for a minimum of 10 hours
  - 3.5.6. Delta Star will vacuum fill transformer oil while maintaining a vacuum level of 5 Torr or less

- 3.5.7. Delta Star will break vacuum and ensure oil is at proper level considering temperature
- 3.5.8. Delta Star will pressurize and check for leaks
- 3.6. Final-Testing – Delta will perform the following tests:
  - 3.6.1. Transformer Turns Ratio (TTR)
  - 3.6.2. Insulation Resistance – Core Ground (If accessible)
  - 3.6.3. Insulation Resistance – Windings
  - 3.6.4. Insulation Power Factor & Capacitance – Bushings (Hot Collar if test tap not available)
  - 3.6.5. Insulation Power Factor & Capacitance – Windings
  - 3.6.6. Surge Arresters – mA & Watts Loss
  - 3.6.7. Single Phase Excitation
  - 3.6.8. SFRA – Sweep Frequency Response Analysis (Existing DETC Tap to LTC Tap 16R)
  - 3.6.9. Winding Resistance
  - 3.6.10. Controls functionality testing
  - 3.6.11. Oil Screen: DGA, Moisture, D1816-2, & Power Factor @ 100°C
- 3.7. SVP will perform grounding removal, LOTO removal, bushing connections, and re-energization of transformer
- 3.8. Delta Star will cleanup site and demobilize
- 4. Notes and Assumptions
  - 4.1. Delta Star will perform all final testing in the as-found DETC tap position and all LTC taps, unless otherwise noted.
  - 4.2. Delta Star assumes all units are PCB free. Silicon Valley Power will be required to provide recent oil reports (within the last 90 days) showing current PCB content or certifying units are PCB free.
  - 4.3. Any delays due to the presence of epoxy requiring removal will be invoiced to City based on T&M rates. Such costs will be passed through to Customer.
  - 4.4. Tanker rental includes up to 3 weeks of storage per transformer. Each additional day beyond 3 weeks of storage will be billed at a daily rate per tanker of \$250/day
  - 4.5. Delta Star recommends a minimum of 24-hours hold/soak period after oil filling prior to re-energization.
  - 4.6. Any work that has not been outlined and identified in Delta Star's quotation, will be considered out-of-scope work, and additional pricing will apply and will be invoiced in accordance with Delta Star's Field Service Rate Schedule FS-1000A. Such costs will be passed through to Customer pursuant to Section III of the Agreement.

- 4.7. A One-Year (12-month) warranty will be included for all work performed and outlined in Delta Star's proposal and no additional warranty will be provided. Because this equipment is service-aged and not new, the warranty will be a workmanship warranty only. For clarification purposes, all services performed, and components delivered/purchased, will carry Delta Star's standard one-year workmanship warranty. For example, any items disturbed by Delta Star personnel, such as a manhole gasket, would be covered under the warranty. If the manhole leaks during the warranty period, Delta Star would be responsible for repairing it at no cost to SVP. For a component, such as replacing HV bushings but not replacing LV bushings, the warranty would only apply to the newly replaced HV bushings, as an example, and not the existing old LV bushings.



**EXHIBIT B**  
**COST ESTIMATE – AMENDED JANUARY 1, 2023**

Item	Quantity	Unit	Unit Cost	Extended Cost (Rounded)	Description
1	1	Lot	\$8,800.00	\$8,800	Load Study performed by Delta Star
2	1	Lot	\$48,790.00	\$48,790	Deep Inspection performed by Delta Star to assess transformer life
3	1	Lot	\$19,990.00	\$19,990	Additional Services associated with Load Study and Deep Inspection (LTC Troubleshooting and Prevailing Wage Adjustment)
4	2	Each	\$117,460.00	\$234,920	Manpower and equipment to upgrade fans, LV line lead cables, and add single ratio CTs to two 30/40/50 MVA HK Porter Transformers to uprate to 62 MVA Performed by
5	2	Each	\$815,776.00	\$1,631,552	Delta Star will provide manpower and equipment to upgrade/add components and retrofit the LTC (TLH-21 to RMV-II), add Kelman DGA, add Dynamic Ratings E3 transformer monitor on two 30/40/50 MVA HK Porter Transformers. Includes pre and post testing, flush and clean cellulose insulation based on deep inspection findings.
6	80	Hours	\$191.31	\$15,305	SVP Senior Utility Electrician Technician
7	16	Hours	\$200.82	\$3,214	SVP Electric Division Manager
8	80	Hours	\$171.67	\$13,734	SVP Electric Utility Engineer
9	16	Hours	\$193.67	\$3,099	SVP Principal Electric Utility Engineer
10	12	Hours	\$162.99	\$1,956	SVP Electric Utility Electrician
11	12	Hours	\$162.99	\$1,956	SVP Electric Utility Electrician
12	12	Hours	\$117.43	\$1,410	SVP Electric Maintenance Worker
13	27	Hours	\$150.33	\$4,059	SVP Electric SCADA Senior Energy Systems Analyst
14		Percent	5%	\$99,439	Contribution in Lieu (5%)
15		Percent	25%	\$522,056	Contingency (25%)
				<b>\$2,610,280.00</b>	<b>TOTAL</b>

**DEPOSIT AGREEMENT  
BETWEEN  
THE CITY OF SANTA CLARA, CALIFORNIA  
AND  
INTEL CORPORATION**

**PREAMBLE**

This Deposit agreement ("Agreement") is by and between Intel Corporation, a Delaware corporation, with its principal place of business located at 2200 Mission College Boulevard, Santa Clara, California 95054 ("Customer"), and the City of Santa Clara, California, a chartered California municipal corporation with its primary business address at 1500 Warburton Avenue, Santa Clara, California 95050, doing business as Silicon Valley Power (the "City" or "SVP"). SVP and Customer may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

The City and Customer agree as follows:

- I. Customer is proposing to expand the capacity of the Juliette Substation by the addition of a third transformer bank.
- II. Customer requires engineering design services from SVP (Services) as is further outlined in Exhibit A – Scope of Services and Cost Estimate- attached hereto this Agreement and incorporated herein by reference, and City agrees to perform or cause to perform the Services in conformance with that Exhibit. Customer shall pay the actual costs of the Services and related costs and expenses, including, but not limited to labor, materials, subcontracted services, permits, right-of-way procurement, taxes, fees, and overhead that may be identified by City required to complete Services (Cost of Services).
  - A. City agrees to perform Services requested by Customer as outlined in Exhibit A (Scope of Services).
  - B. City has estimated the Costs of Services including related costs such as, but not limited to labor, materials, subcontracted services, permits, and easements as well as any other City costs such as taxes, fees, and overhead that may be identified by City required to complete Services. An estimate of the Cost of Services is included in Exhibit A, Section 3.
- III. Customer agrees to deposit \$1,702,313 (Deposit) with the City to fund the estimated Cost of Services.
  - A. Deposit shall be equal to the estimated Cost of Services plus a twenty-five percent (25%) contingency.
  - B. Customer understands that such Deposit is a retainer based on estimated Cost of Services and is not a fixed fee for required services.

- C. Deposit must be received by City before Services are initiated by City.
- D. City shall maintain accounting for Deposit using a process that will permit City to provide routine reporting to Customer upon request. Customer understands that periodic reporting will be based on invoices and other information received as of the time of the report and there may be additional costs that have not yet been invoiced to City.
- E. Customer shall have reasonable access to SVP records to confirm the accuracy of the reconciliation.
- F. Upon completion or termination of Services, City shall reconcile Cost of Services against Deposit
  - 1. If, after reconciliation, City determines that Deposit was greater than Cost of Services, City shall refund remaining funds to Customer within sixty (60) days of the conclusion of invoicing by any third parties performing work associated with Services.
  - 2. If, after reconciliation, City determines that Cost of Services exceeded Deposit, City shall invoice Customer for any outstanding amounts. Customer shall make payment within thirty (30) days of invoice.

IV. Changes to Deposit or changes to Services:

- A. Customer is responsible for all actual costs of services even if City does not notify the customer of changes to the Cost of Services.
- B. In the event that it becomes known to the City that the Exhibit A cost estimate will be exceeded and those additional costs do not exceed the total Deposit, those additional costs may be passed through to Customer and deducted from Deposit without additional notification.
- C. In the event that it becomes known to the City that the Cost of Services estimate must be revised such that the Deposit is insufficient to complete the Services, City shall notify Customer, in writing, of the updated cost estimate as soon as practicable. The parties shall accept such updated estimates through execution of an Amendment to this Agreement including an update to Exhibit A.
  - 1. If Customer agrees for City to continue Services, Customer shall remit additional deposit funds as required by City (Additional Deposit). Upon execution of an Amendment to this Agreement and receipt of such Additional Deposit, City shall resume Services.
  - 2. Should Customer decide not to authorize costs exceeding initial estimates and discontinue work, Customer shall be responsible for all costs up to the halt of Services. This may also include costs associated with cancelling or terminating services requested from

others such as cancellation of materials purchases or other termination charges that may be incurred by City. In the event of cancellation under this provision, City shall complete accounting for Cost of Services as defined in Section II.

V. Term

The term of this Agreement shall begin on the last date listed on the signature page and shall end six months after completion of Services and Customer's fulfillment of its payment obligations unless earlier terminated under the provisions of Section III of this Agreement.

VI. Termination of Services:

- A. In the event that either Party determines that it does not wish to continue Services, that Party will provide written notice to the other Party.
- B. Upon receipt of such written notice from Customer, City will stop all work associated with the Services as soon as practicable and not more than thirty (30) days from the date of the notice from Customer.
- C. The actual Cost of Services shall be reconciled against Deposit as outlined in Section II.

VII. The performance of Services by SVP does not constitute conditional approval by the City of any portion of the Customer's project or a commitment by SVP to serve the Customer's anticipated electric load. Nothing in this Agreement shall be construed as a commitment by City to grant or issue any preliminary or final approvals in connection with provision of electric service or capacity, project planning, construction, including for General Plan Amendments, Rezoning, Development Plans, Subdivision Maps, Development Agreements, Environmental Impact Reports, and building permits. Customer acknowledges and agrees that nothing in this Agreement limits City's discretion. Customer agrees that it shall remain obligated to pay all costs for all work performed by SVP, regardless of whether any aspect of the Customer's project is ultimately approved.

VIII. Hold Harmless/Indemnification

- A. To the extent permitted by law, Customer 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 reasonable 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 Customer's obligations under this Agreement – including claims of any kind by Customer's employees or persons contracting with

Customer to perform any portion of this Agreement.

- B. Customer'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, contractors, subcontractors or other agents of Customer against City (either alone, or jointly with Customer), regardless of venue/jurisdiction in which the claim is brought and the manner of relief sought.

#### IX. Notices

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

City of Santa Clara  
Attention: Silicon Valley Power  
1500 Warburton Avenue  
Santa Clara, CA 95050  
and by e-mail at [svpcontracts@santaclaraca.gov](mailto:svpcontracts@santaclaraca.gov), and  
[manager@santaclaraca.gov](mailto:manager@santaclaraca.gov)

And to Customer addressed as follows:

MSO Legal M/S 410  
2500 Mission College Blvd., Santa Clara, CA 95054  
CC: Marty Sedler, Director of Utilities  
and by e-mail at [marty.sedler@intel.com](mailto:marty.sedler@intel.com)  
Tel. 480-299-8129

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.

#### X. Force Majeure

- A. For the purpose of this Agreement, "Force Majeure" shall be defined as any cause beyond the control of the Party affected, and which by exercise of reasonable due diligence such Party could not reasonably have been expected to avoid and which by exercise of due diligence it has been unable to overcome or obtain or cause to be obtained a commercially reasonable substitute therefore.
- B. Force Majeure includes Acts of God, flood, drought, earthquake, storm, tornado, fire, explosion, lightning, epidemic, public emergency, war, riot, civil disobedience, labor strike, labor dispute, labor or materials shortage (however labor or materials shortage does not include the mere inability to obtain that labor or material at a particular price), sabotage, restraint by court order, restraint by public authority, or action or non-action by governmental authority or accident.

- C. No Party shall be relieved of liability for failure of performance if such failure is due to causes arising out of its own negligence or due to the removal of remediable causes which it fails to take reasonable efforts to remove or remedy within a reasonable time, or due to mere fluctuations in market prices. Nothing contained herein shall be construed to require a Party to settle any strike or labor dispute in which it may be involved. Either Party rendered unable to fulfill any of its obligations under this Agreement by reason of Force Majeure shall give prompt written notice of such fact to the other Party and shall exercise due diligence to remove such inability with all reasonable dispatch.

[SIGNATURES ON FOLLOWING PAGE]

The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives. The Effective Date is the date that the final signatory executes the Agreement. It is the intent of the Parties that this Agreement shall become operative on the Effective Date.

**CITY OF SANTA CLARA, CALIFORNIA,**  
a chartered California municipal corporation

Approved as to Form:

Dated: \_\_\_\_\_

\_\_\_\_\_  
GLEN R. GOOGINS  
City Attorney  
City of Santa Clara

\_\_\_\_\_  
Office of the City Manager  
City of Santa Clara  
1500 Warburton Avenue  
Santa Clara, CA 95050  
Telephone: (408) 615-2210  
Fax: (408) 241-6771

“CITY”

**INTEL CORPORATION,**  
a Delaware corporation

Dated: \_\_\_\_\_

By (Signature): \_\_\_\_\_

Name: Marty Sedler

Title: Director, Global Utilities

Principal Place of Business Address: 2200 Mission College Blvd., Santa Clara, CA 95054

Telephone: (480) 299-8129

“CUSTOMER”

**DEPOSIT AGREEMENT BETWEEN  
THE CITY OF SANTA CLARA, CALIFORNIA AND  
INTEL CORPORATION  
EXHIBIT A – SCOPE OF SERVICES AND COST ESTIMATE**

**1. PROJECT DESCRIPTION**

- 1.1. Customer anticipates increased load growth at the Juliette Substation Expansion (Substation Expansion) to increase the capacity from 62MVA to 100MVA by adding a third transformer bank.
- 1.2. To support the Substation Expansion, SVP will select a consultant to serve as the Engineer-of-Record (EOR) for the design of the Substation Expansion. The Services include work performed by the EOR as well as services performed by SVP.

**2. SCOPE**

- 2.1. The EOR selected by SVP will perform design services for the Substation Expansion.
- 2.2. The EOR will perform services to design the new transformer, the 60kV control building expansion, and the protection and controls systems related to the protection, operation, and maintenance of SVP's facilities.
- 2.3. The EOR will design a new 60kV control enclosure which will include relay and control panels for the protection of SVP's 60kV transmission system. The control enclosure will include Supervisory Control and Data Acquisition (SCADA) communication equipment, AC/DC station service panels, station batteries and charger, and communication equipment.
- 2.4. The EOR will design the relay control panel upgrades, as required, to accommodate the expanded substation at the adjacent Central Substation and San Tomas Junction Substations.
- 2.5. The EOR will perform a review of the existing substation layout and the development of a general arrangement plan that includes the new transformer, expanded control building, and any other on-site existing equipment rearrangements.
- 2.6. The EOR will perform a review of the existing transmission line and the development of a preliminary route for a rebuilt line for service to the substation.
- 2.7. The EOR will prepare a design for upgraded physical security.
- 2.8. The EOR will schedule site visits to the Juliette Substation along with the adjacent substations to compare the provided record drawings with the



- existing field conditions. This includes performing point-to-point inspections.
- 2.9. The EOR will create the general arrangement plan and prepare civil drawings for the Substation Expansion.
  - 2.10. The EOR will design the expansion to the existing control building which will include additional relay and control panels for the protection of SVP's 60 kV system as required by the placement of the third transformer.
  - 2.11. SVP will select a consultant to serve as the Environmental Consultant for the project.
    - 2.11.1. Services are intended to be performed in parallel with the negotiation of a substation agreement.
    - 2.11.2. The Environment Consultant will perform research to determine if a Categorical Exemption for the CEQA clearance is needed for the Substation Expansion.
      - 2.11.2.1. If a Categorical Exemption is appropriate the Environmental Consultant will prepare and submit the appropriate documents
      - 2.11.2.2. If a Categorical Exemption is not appropriate the Environmental Consultant will prepare a cost estimate and scope required for the CEQA clearances
  - 2.12. SVP will be responsible for coordinating reviews, Requests for Information (RFIs), and other communications between the EOR and Customer.

### 3. **COST ESTIMATE**

Item	Estimate (Rounded)	Description
<b>Engineering Design Consultant</b>		
Project Management	\$100,000.00	
Substation Design	\$953,000.00	
Procurement Drawings, Specifications and Bidding	\$139,000.00	
Support	\$45,000.00	EOR to provide engineering support to City or other consultants such as environmental consultants or easement review
<b><u>Subtotal</u></b>	<b>\$1,237,000.00</b>	
<b>Environmental Consultant</b>		

Item	Estimate (Rounded)	Description
CEQA	\$10,000.00	Environmental consultant to prepare a Notice of Exemption (NOE) and supporting technical memo
<b><u>Subtotal</u></b>	\$10,000.00	
City Services		
City Staff	\$50,000.00	
<b><u>Subtotal</u></b>	\$50,000.00	
<b><u>Total</u></b>	\$1,297,000.00	
Other Fees		
Contingency (25%)	\$324,250.00	
5% contribution in lieu	\$81,063.00	
<b><u>Grand Total</u></b>	\$1,702,313	

**DEPOSIT AGREEMENT  
BETWEEN  
THE CITY OF SANTA CLARA, CALIFORNIA  
AND  
WEST VALLEY - MISSION COMMUNITY COLLEGE DISTRICT**

**PREAMBLE**

This Deposit agreement ("Agreement"), deposit and reimbursement for services outlined herein, is by and between West Valley - Mission Community College District, a California Public Community College with its principal place of business located at 14000 Fruitvale Ave, Saratoga, CA 95070 ("Customer"), and the City of Santa Clara, California, a chartered California municipal corporation with its primary business address at 1500 Warburton Avenue, Santa Clara, California 95050, doing business as Silicon Valley Power (the "City" or "SVP"). SVP and Customer may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

The City and Customer agree as follows:

- I. Customer requires services from SVP (Services). Such services are outlined in Exhibit A – Scope of Services and Cost Estimate attached to this Agreement and incorporated by reference.
  - A. City agrees to perform Services required by City.
  - B. City has estimated the costs of Services including related costs such as, but not limited to labor, materials, subcontracted services, permits, and easements required to complete Services (Cost of Services). Such costs may include costs of services provided directly by SVP and / or costs provided by third parties contracted by SVP.
- II. Customer agrees to deposit \$ 372,750 (Deposit) with the City.
  - A. Deposit shall be equal to the estimated Cost of Services plus a twenty-five percent (25%) contingency as well as any other City costs such as taxes, fees, and overhead that may be identified by City.
  - B. Customer understands that such Deposit is a retainer based on estimated Cost of Services and not a fixed fee for required services.
  - C. Deposit must be received by City before any work activity shall be initiated by City.
  - D. City shall maintain accounting for Deposit using a process that will permit City to provide routine reporting to Customer upon request. Customer understands that periodic reporting will be based on invoices and other information received as of the time of the report and there may be

additional costs that have not yet been invoiced to City.

- E. Customer shall have reasonable access to records of SVP to confirm the accuracy of the reconciliation.
- F. Upon completion or termination of Services, City shall reconcile Cost of Services against Deposit.
  - 1. If, after reconciliation, funds are remaining in Customer's Deposit, City shall refund remaining funds to Customer within sixty (60) days of conclusion of invoicing by any third parties providing service associated with Services.
  - 2. If, after reconciliation, City determines that Deposit was insufficient to complete Services, City shall invoice Customer for any outstanding amounts. Customer shall make payment within thirty (30) days of invoice.

III. Changes to deposit or changes to Services:

- A. Customer is responsible for all actual costs of services even if City does not notify the customer of changes to the Cost of Services.
- B. In the event that it becomes known to City that the cost estimate will be exceeded, and those additional costs do not exceed the total Deposit, those additional costs may be passed through to Customer and deducted from Deposit without additional notification.
- C. In the event that it becomes known to the City that, the Cost of Service estimate must be revised such that the Deposit is insufficient to complete the Services, City shall notify Customer, in writing, of the updated cost estimate as soon as practicable. The parties shall accept such updated estimates through execution of an Amendment to this Agreement including an update to Exhibit A.
  - 1. If Customer agrees for City to continue Services, Customer shall remit additional deposit funds as required by City (Additional Deposit). Upon execution of an Amendment to this Agreement and receipt of such Additional Deposit, City shall resume Services.
  - 2. Should Customer decide not to authorize costs exceeding initial estimates and discontinue work, Customer shall be responsible for all costs up to the halt of Services. This may also include costs associated with cancelling or terminating services requested from others such as cancellation of materials purchases or other termination charges that may be incurred by City. In the event of cancellation under this provision, City shall complete accounting for Cost of Services as defined in Section II.

IV. Term

The term of this agreement shall begin on the date last date listed on the signature page and shall end six months after completion of Services unless terminated under the provisions of this Agreement.

V. Termination of Services:

- A. In the event that either Party determines that it does not wish to continue Services, that Party will provide written notice to the other Party.
- B. Upon receipt of such written notice from Customer, City will stop all work associated with the Services as soon as practicable and not more than thirty (30) days from the date of the notice from Customer.
- C. Cost of Services shall be reconciled against Deposit as outlined in Section II.

VI. The performance of Services by SVP does not constitute conditional approval by the City of any other project or future services for Customer. Nothing in this Agreement shall be construed as a commitment by City to grant or issue any preliminary or final approvals in connection with provision of electric service or capacity, project planning, construction, including for General Plan Amendments, Rezoning, Development Plans, Subdivision Maps, Development Agreements, Environmental Impact Reports, and building permits. Customer acknowledges and agrees that nothing in this Agreement limits City's discretion. Customer agrees that it shall remain obligated to pay all costs for all work performed by SVP, regardless of whether any aspect of the Customer's project is ultimately approved.

VII. Hold Harmless/Indemnification

- A. To the extent permitted by law, Customer 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 this Agreement – including claims of any kind by Customer's employees or persons contracting with Customer to perform any portion of this Agreement– and shall expressly include passive or active negligence by City connected with the Agreement. 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. Customer'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, contractors, subcontractors or other agents of Customer against City (either alone, or jointly with Customer), regardless of venue/jurisdiction in which the claim is brought and the manner of relief sought.

#### VIII. Notices

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

City of Santa Clara  
Attention: Silicon Valley Power  
1500 Warburton Avenue  
Santa Clara, CA 95050  
and by e-mail at [svpcontracts@santaclaraca.gov](mailto:svpcontracts@santaclaraca.gov), and  
[manager@santaclaraca.gov](mailto:manager@santaclaraca.gov)

And to Customer addressed as follows:

Javier Castruita  
West Valley College  
14000 Fruitvale Ave  
Saratoga, CA 95070  
or by email at [Javier.Castruita@wvm.edu](mailto:Javier.Castruita@wvm.edu)

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.

#### IX. Force Majeure

- A. For the purpose of this Agreement, "Force Majeure" shall be defined as any cause beyond the control of the Party affected, and which by exercise of reasonable due diligence such Party could not reasonably have been expected to avoid and which by exercise of due diligence it has been unable to overcome or obtain or cause to be obtained a commercially reasonable substitute therefore.
- B. Force Majeure includes Acts of God, flood, drought, earthquake, storm, tornado, fire, explosion, lightning, epidemic, public emergency, war, riot, civil disobedience, labor strike, labor dispute, labor or materials shortage (however labor or materials shortage does not include the mere inability to

obtain that labor or material at a particular price), sabotage, restraint by court order, restraint by public authority, or action or non-action by governmental authority or accident.

- C. No Party shall be relieved of liability for failure of performance if such failure is due to causes arising out of its own negligence or due to the removal of remediable causes which it fails to take reasonable efforts to remove or remedy within a reasonable time, or due to mere fluctuations in market prices. Nothing contained herein shall be construed to require a Party to settle any strike or labor dispute in which it may be involved. Either Party rendered unable to fulfill any of its obligations under this Agreement by reason of Force Majeure shall give prompt written notice of such fact to the other Party and shall exercise due diligence to remove such inability with all reasonable dispatch.

[SIGNATURES ON FOLLOWING PAGE]

The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives. The Effective Date is the date that the final signatory executes the Agreement. It is the intent of the Parties that this Agreement shall become operative on the Effective Date.

**CITY OF SANTA CLARA, CALIFORNIA**  
a chartered California municipal corporation

Approved as to Form:

Dated: 3/28/2022

**Luis M. Haro**

Digitally signed by Luis M.  
Haro  
Date: 2022.03.23 15:37:16  
-07'00'

Office of the City Attorney  
City of Santa Clara

*Cynthia E. Berger*  
Office of the City Manager  
City of Santa Clara  
1500 Warburton Avenue  
Santa Clara, CA 95050  
Telephone: (408) 615-2210  
Fax: (408) 241-6771

"CITY"

**WEST VALLEY – MISSION COMMUNITY COLLEGE DISTRICT**  
a California Public Community College

Dated: 3/8/2022

By (Signature):

DocuSigned by:

*Javier Castaneda*

Name: **JAVIER CASTRUITA**

ED10B167AB74472...

Title: Associate Vice Chancellor Facilities-  
Development and Operations

Principal Place of  
Business Address:

14000 Fruitvale Ave.  
Saratoga, CA 95070

Telephone: 408-741-2042

"CUSTOMER"



**DEPOSIT AGREEMENT BETWEEN  
THE CITY OF SANTA CLARA, CALIFORNIA AND  
WEST VALLEY - MISSION COMMUNITY COLLEGE DISTRICT  
EXHIBIT A - SCOPE OF WORK AND COST ESTIMATE**

**Project Description**

SVP must complete system upgrades in order to accommodate Customer's Distributed Energy Resource (DER) system. Mission College has an existing 1.12 MW Photovoltaic (PV) capacity. In addition to the existing PV Capacity, Customer will interconnect and operate a new 2.5 MW PV with 2MW/4MWH battery energy storage in parallel operation with SVP's distribution system.

**Scope**

The scope of work to be performed by SVP includes the purchase and installation by SVP personnel of equipment identified as system upgrades necessary to interconnect the Customer's system to Silicon Valley Power's distribution system. This scope does not require SVP to acquire any easements or permits on the behalf of the customer.

**Cost Estimate**

The Preliminary estimation of costs below includes interconnection and/or system upgrades required to interconnect the Customer's system to Silicon Valley Power's distribution system, but does not include any generation facilities constructed, owned and operated by the Customer. The below costs are estimates using average cost without actual field verification.

<b>Interconnection Requirements</b>	<b>Customer Cost</b>	<b>Notes</b>
Fiber Installation	\$29,000	Includes staff labor. Engineering by Fiber group, construction by SVP Fiber Group
T&D Installation	\$8,000	Includes staff labor. Engineering by SVP, SVP system support, SVP Transmission and Distribution crew to construct
Vacuum Disconnect Switch	\$170,000	Equipment procurement from Innovative Switchgear
Programming	\$37,000	Performed by Eaton/innovative Switchgear
Acceptance Testing and Commissioning	\$17,000	Acceptance and commissioning cost performed by Eaton/Innovative Switchgear

<b>Interconnection Requirements</b>	<b>Customer Cost</b>	<b>Notes</b>
Metering Upgrades	\$3,000	Cost of new metering
Testing and Commissioning	\$20,000	SVP Engineering
Sub total	\$284,000	
25% Contingency	\$71,000	
5% Contribution in lieu	\$17,750	
Total Cost	\$372,750	

**AMENDMENT NO. 1  
TO THE DEPOSIT AGREEMENT  
BETWEEN THE  
CITY OF SANTA CLARA, CALIFORNIA,  
AND  
WEST VALLEY – MISSION COMMUNITY COLLEGE DISTRICT**

**PREAMBLE**

This agreement ("Amendment No. 1") is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and West Valley - Mission Community College District, a California Public Community College, (Customer). City and Customer 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 "Deposit Agreement Between the City of Santa Clara, California and West Valley – Mission Community College District", dated March 28, 2022 (Agreement);
- B. The Parties entered into the Agreement for the purpose of having Customer pay a deposit related to the Services (as defined in the Agreement) for the project described in Exhibit A of the Agreement, as amended herein; and
- C. The Parties now wish to amend the Agreement to update the costs due to increase in costs of equipment provided by manufacturer.

NOW, THEREFORE, the Parties agree as follows:

**AMENDMENT TERMS AND CONDITIONS**

- 1. The first sentence of Section II of the Agreement is amended to read as follows:  
"Customer agrees to deposit \$504,000 (Deposit) with the City."
- 2. Exhibit A of the Agreement, entitled "Scope of Work and Cost Estimate" is amended and replaced with Exhibit A – Scope of Work and Cost Estimate – Amended December 1, 2022:
- 3. 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:

Dated: \_\_\_\_\_

\_\_\_\_\_  
Office of the City Attorney  
City of Santa Clara

\_\_\_\_\_  
Office of the City Manager  
City of Santa Clara  
1500 Warburton Avenue  
Santa Clara, CA 95050  
Telephone: (408) 615-2210  
Fax: (408) 241-6771

“CITY”

**WEST VALLEY – MISSION COMMUNITY COLLEGE DISTRICT**  
a California Public Community College

Dated: 2/7/2023

By (Signature):

DocuSigned by:

*Bradley Davis*

Name:

Brad Davis

Title:

Chancellor

Principal Place of

1400 Fruitvale Ave.

Business Address:

Saratoga, CA 95070

Telephone:

(408) 741-2421

“CUSTOMER”

**DEPOSIT AGREEMENT BETWEEN  
THE CITY OF SANTA CLARA, CALIFORNIA AND  
WEST VALLEY - MISSION COMMUNITY COLLEGE DISTRICT  
EXHIBIT A - SCOPE OF WORK AND COST ESTIMATE –**

**AMENDED DECEMBER 1, 2022**

**Project Description**

SVP must complete system upgrades in order to accommodate Customer's Distributed Energy Resource (DER) system. Mission College has an existing 1.12 MW Photovoltaic (PV) capacity. In addition to the existing PV Capacity, Customer will interconnect and operate a new 2.5 MW PV with 2MW/4MWH battery energy storage in parallel operation with SVP's distribution system.

**Scope**

The scope of work to be performed by SVP includes the purchase and installation by SVP personnel of equipment identified as system upgrades necessary to interconnect the Customer's system to Silicon Valley Power's distribution system. This scope does not require SVP to acquire any easements or permits on the behalf of the customer.

**Cost Estimate**

The Preliminary estimation of costs below includes interconnection and/or system upgrades required to interconnect the Customer's system to Silicon Valley Power's distribution system, but does not include any generation facilities constructed, owned and operated by the Customer. The below costs are estimates using average cost without actual field verification.

<b>Interconnection Requirements</b>	<b>Customer Cost</b>	<b>Notes</b>
Fiber Installation	\$29,000	Includes staff labor. Engineering by Fiber group, construction by SVP Fiber Group
T&D Installation	\$8,000	Includes staff labor. Engineering by SVP, SVP system support, SVP Transmission and Distribution crew to construct
Vacuum Disconnect Switch	\$270,000	Equipment procurement from Innovative Switchgear
Programming	\$37,000	Performed by Eaton/innovative Switchgear
Acceptance Testing and Commissioning	\$17,000	Acceptance and commissioning cost performed by Eaton/Innovative Switchgear
Metering Upgrades	\$3,000	Cost of new metering
Testing and Commissioning	\$20,000	SVP Engineering

<b>Interconnection Requirements</b>	<b>Customer Cost</b>	<b>Notes</b>
Sub total	\$384,000	
25% Contingency	\$96,000	
5% Contribution in lieu	\$24,000	
Total Cost	\$504,000	

**DEPOSIT AGREEMENT**  
**BETWEEN**  
**THE CITY OF SANTA CLARA, CALIFORNIA**  
**AND**  
**INNOVATION COMMONS OWNER LLC**  
**PREAMBLE**

This Deposit agreement ("Agreement"), deposit and reimbursement for services outlined herein, is by and between Innovation Commons Owner, LLC, a Delaware limited liability company, with its principal place of business located at 4995 Patrick Henry Drive, Santa Clara, CA ("Customer"), and the City of Santa Clara, California, a chartered California municipal corporation with its primary business address at 1500 Warburton Avenue, Santa Clara, California 95050, doing business as Silicon Valley Power (the "City" or "SVP"). SVP and Customer may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

The City and Customer agree as follows:

- I. Customer requires Engineering Design services from SVP ("Services") as is further outlined in Exhibit A – Scope of Services and Cost Estimate attached hereto this Agreement and incorporated herein by reference, and City agrees to perform or cause to perform Services in conformance with that Exhibit. Customer shall pay the actual costs of the Services and related costs and expenses, including, but not limited to labor, materials, subcontracted services, permits, right-of-way procurement, taxes, fees, and overhead that may be identified by City required to complete Services ("Cost of Services"). SVP and Customer shall cooperate with each other and use good faith efforts in the timely processing of the Services. Customer shall have the opportunity to review the design of the substation (described in Exhibit A), including its location, budget and construction schedule, provided that final design is subject to the sole discretion of the SVP.
- II. Customer agrees to deposit \$787,500 ("Deposit") with the City.
  - A. Deposit shall be equal to the estimated Cost of Services plus a twenty-five percent (25%) contingency.
  - B. Customer understands that such Deposit is a retainer based on estimated Cost of Services and is not a fixed fee for required services.
  - C. Deposit must be received by City before Services are initiated by City.
  - D. City shall maintain accounting for Deposit using a process that will permit City to provide routine reporting to Customer upon request. Customer understands that periodic reporting will be based on invoices and other information received as of the time of the report and there may be

additional costs that have not yet been invoiced to City.

- E. Customer shall have reasonable access to SVP records to confirm the accuracy of the reconciliation and SVP shall provide reasonable details for the reconciliation.
- F. Upon completion or termination of Services, City shall reconcile Cost of Services against Deposit
  - 1. If, after reconciliation, City determines that Deposit was greater than Cost of Services, City shall refund remaining funds to Customer within sixty (60) days of the conclusion of invoicing by any third parties performing work associated with Services.
  - 2. If, after reconciliation, City determines that Cost of Services exceeded Deposit, City shall invoice Customer for any outstanding amounts. Customer shall make payment within thirty (30) days of invoice.

### III. Changes to Deposit or changes to Services:

- A. Customer is responsible for all actual costs of services even if City does not notify the customer of changes to the Cost of Services. City will endeavor to notify Customer, in writing, of the updated cost estimate as soon as practicable to the extent the aggregate costs exceed the Deposit.
- B. In the event that it becomes known to the City that the Exhibit A cost estimate will be exceeded and those additional costs do not exceed the total Deposit, those additional costs may be passed through to Customer and deducted from Deposit without additional notification.
- C. In the event that it becomes known to the City that the Cost of Service estimate must be revised such that the Deposit is insufficient to complete the Services, City shall notify Customer, in writing, of the updated cost estimate with reasonable detailed explanation for such cost increase as soon as practicable. The Parties shall accept such updated estimates through execution of an Amendment to this Agreement including an update to Exhibit A.
  - 1. If Customer agrees for City to continue Services, Customer shall remit additional deposit funds as required by City (Additional Deposit). Upon execution of an Amendment to this Agreement and receipt of such Additional Deposit, City shall resume Services.
  - 2. Should Customer decide not to authorize costs exceeding initial estimates and discontinue work, Customer shall be responsible for all costs up to the halt of Services. This may also include costs associated with cancelling or terminating services requested from



others such as cancellation of materials purchases or other termination charges that may be incurred by City. In the event of cancellation under this provision, City shall complete accounting for Cost of Services as defined in Section II.

IV. Term

The term of this Agreement shall begin on the last date listed on the signature page and shall end six months after completion of the Services and Customer's fulfillment of its payment obligations hereunder, unless earlier terminated under the provisions of Section V of this Agreement.

V. Termination of Services:

- A. In the event that either Party determines that it does not wish to continue Services, that Party will provide written notice to the other Party.
- B. Upon receipt of such written notice from Customer, City will stop all work associated with the Services as soon as practicable and not more than thirty (30) days from the date of the notice from Customer.
- C. Cost of Services shall be reconciled against Deposit as outlined in Section II.

VI. The performance of Services by SVP does not constitute conditional approval by the City of any portion of the Customer's project or a commitment by SVP to serve the Customer's anticipated electric load. Nothing in this Agreement shall be construed as a commitment by City to grant or issue any preliminary or final approvals in connection with provision of electric service or capacity, project planning, construction, including for General Plan Amendments, Rezoning, Development Plans, Subdivision Maps, Development Agreements, Environmental Impact Reports, and building permits. Customer acknowledges and agrees that nothing in this Agreement limits City's discretion. Customer agrees that it shall remain obligated to pay all costs for all work performed by SVP, regardless of whether any aspect of the Customer's project is ultimately approved.

VII. Hold Harmless/Indemnification

- A. To the extent permitted by law, Customer 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 this Agreement – including claims of any kind by Customer's employees or persons contracting with Customer to perform any portion of

this Agreement– and shall expressly include passive or active negligence by City connected with the Agreement. 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. Customer'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, contractors, subcontractors or other agents of Customer against City (either alone, or jointly with Customer), regardless of venue/jurisdiction in which the claim is brought and the manner of relief sought.

#### VIII. Notices

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

City of Santa Clara  
Attention: Silicon Valley Power  
1500 Warburton Avenue  
Santa Clara, CA 95050  
and by e-mail at [svpcontracts@santaclaraca.gov](mailto:svpcontracts@santaclaraca.gov), and  
[manager@santaclaraca.gov](mailto:manager@santaclaraca.gov)

And to Customer addressed as follows:

Innovation Commons Owner, LLC.  
4995 Patrick Henry Drive  
Santa Clara, CA 95054  
and by e-mail to Baoshan Han at [Baoshan@kylli.com](mailto:Baoshan@kylli.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.

#### IX. Force Majeure

- A. For the purpose of this Agreement, "Force Majeure" shall be defined as any cause beyond the control of the Party affected, and which by exercise of reasonable due diligence such Party could not reasonably have been expected to avoid and which by exercise of due diligence it has been unable to overcome or obtain or cause to be obtained a commercially reasonable substitute therefor.
- B. Force Majeure includes Acts of God, flood, drought, earthquake, storm, tornado, fire, explosion, lightning, epidemic, public emergency, war, riot, civil disobedience, labor strike, labor dispute, labor or materials shortage (however labor or materials shortage does not include the mere inability to

obtain that labor or material at a particular price), sabotage, restraint by court order, restraint by public authority, or action or non-action by governmental authority or accident.

- C. No Party shall be relieved of liability for failure of performance if such failure is due to causes arising out of its own negligence or due to the removal of remediable causes which it fails to take reasonable efforts to remove or remedy within a reasonable time, or due to mere fluctuations in market prices. Nothing contained herein shall be construed to require a Party to settle any strike or labor dispute in which it may be involved. Either Party rendered unable to fulfill any of its obligations under this Agreement by reason of Force Majeure shall give prompt written notice of such fact to the other Party and shall exercise due diligence to remove such inability with all reasonable dispatch.

The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives. The Effective Date is the date that the final signatory executes the Agreement. It is the intent of the Parties that this Agreement shall become operative on the Effective Date.

**CITY OF SANTA CLARA, CALIFORNIA**  
a chartered California municipal corporation

Approved as to Form:

Dated: \_\_\_\_\_

\_\_\_\_\_  
Office of the City Attorney  
City of Santa Clara


\_\_\_\_\_  
Office of the City Manager  
1500 Warburton Avenue  
Santa Clara, CA 95050  
Telephone: (408) 615-2210  
Fax: (408) 241-6771

"CITY"

**INNOVATION COMMONS OWNER, LLC.**

A Delaware limited liability company

Dated: 2/21/2023

By (Signature): 

Name: Ou Sun

Title: Chief Executive Officer

Principal Place of  
Business Address: 4995 Patrick Henry Drive, Santa Clara, CA

Telephone: (559) 349-8488

"CUSTOMER"

**DEPOSIT AGREEMENT BETWEEN  
THE CITY OF SANTA CLARA, CALIFORNIA AND  
INNOVATION COMMONS OWNER LLC  
EXHIBIT A – SCOPE OF SERVICES AND COST ESTIMATE**

**1. Background:**

- 1.1. Project Description: The proposed Project (Project), (PLN: 2018-13400) includes 3,000,000 square feet of office, 100,000 square feet of retail, 1800 housing units and a 37,000 square-foot substation on a 48.6 acres site.
- 1.2. A general distribution substation, to be known as Democracy Substation, with a capacity of 94.5 MVA, is required to provide electric service to the Customer's Project located within the North-West District of the City of Santa Clara.
- 1.3. City will hire and collaborate with an engineering contractor, known as the Engineer-of-Record (EOR), to perform the services outlined in Section 2 to support Customer's submittal to the Project Clearance Committee (PCC) and information needed for Environmental Impact Report (EIR) for the Customer's Project.

**2. Services to be Performed:**

- 2.1. Gas Insulated Substation (GIS Substation) Operations Report. EOR shall perform a GIS Substation Operations Report which will include:
  - 2.1.1. Information about indoor GIS Substation compared to Air-Insulated Substation (AIS) such as, but not limited to, equipment differences, life cycle, maintenance requirements, operating requirements, yearly and lifetime cost difference including construction and ongoing operations and maintenance.
  - 2.1.2. Access and training requirements of an indoor GIS substation.
- 2.2. On-site layout. EOR shall design an on-site layout that includes the following:
  - 2.2.1. Responsibility Matrix outlining responsibilities of Customer and City for design and construction elements.
  - 2.2.2. General arrangement of the equipment and room for GIS equipment both inside and outside the substation building, trench locations, transmission line interconnection location, ingress, egress, building height and clearances, pull boxes and manholes, indoor parking, feeder getaways, and easement requirements.
  - 2.2.3. Review Customer's general arrangement drawing for accuracy.

2.3. Budget: EOR will prepare a full budget for design and construction, including: costs of engineering design and preparation of specifications, procurement of equipment, easement and land acquisition costs, and construction costs.

2.4. Preliminary Transmission Line Trench Alignment: EOR will prepare the following:

2.4.1. Preliminary design of transmission line trench alignment for reservation of space in the Public Right-of-Way (ROW) including dimensions of ROW, location of existing utilities, clearance requirements, and easements.

2.4.2. Exterior dimensions of transmission line trench

2.5. Project Schedule: City will prepare a preliminary Project Schedule containing estimated durations for design, procurement, and construction.

**Cost Estimate**

<b>Interconnection Requirements</b>	<b>Customer Cost</b>	<b>Notes</b>
City's Contractor - Engineer of Record	\$550,000	Includes GIS Substation Operations Report, on-site layout, budget for design and construction, and preliminary transmission line trench alignment
SVP Staff Time	\$50,000	Staff time to support and collaborate with EOR based on rates in City of Santa Clara Municipal Fee Schedule at time of activity.
Subtotal	\$600,000	
25% Contingency	\$150,000	
5% Contribution in lieu	\$37,500	
Total Cost	\$787,500	

**DEPOSIT AGREEMENT  
BETWEEN  
THE CITY OF SANTA CLARA, CALIFORNIA  
AND  
(Insert Customer Name)**

**PREAMBLE**

This Deposit agreement ("Agreement") is by and between \_\_\_\_\_, a \_\_\_\_\_ a[n] (enter State name) corporation/partnership/individual, with its principal place of business located at \_\_\_\_\_ ("Customer"), and the City of Santa Clara, California, a chartered California municipal corporation with its primary business address at 1500 Warburton Avenue, Santa Clara, California 95050, doing business as Silicon Valley Power (the "City" or "SVP"). SVP and Customer may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

The City and Customer agree as follows:

- I. Customer requires services from SVP (Services) as is further outlined in Exhibit A – Scope of Services and Cost Estimate - attached hereto this Agreement and incorporated herein by reference, and City agrees to perform or cause to perform the Services in conformance with that Exhibit. Customer shall pay the actual costs of the Services and related costs and expenses, including, but not limited to labor, materials, subcontracted services, permits, right-of-way procurement, taxes, fees, and overhead that may be identified by City required to complete Services (Cost of Services).
- II. Customer agrees to deposit \$ \_\_\_\_\_ (Deposit) with the City.
  - A. Deposit shall be equal to the estimated Cost of Services plus a twenty-five percent (25%) contingency.
  - B. Customer understands that such Deposit is a retainer based on estimated Cost of Services and is not a fixed fee for required services.
  - C. Deposit must be received by City before Services are initiated by City.
  - D. City shall maintain accounting for Deposit using a process that will permit City to provide routine reporting to Customer upon request. Customer understands that periodic reporting will be based on invoices and other information received as of the time of the report and there may be additional costs that have not yet been invoiced to City.
  - E. Customer shall have reasonable access to SVP records to confirm the accuracy of the reconciliation.
  - F. Upon completion or termination of Services, City shall reconcile Cost of

### Services against Deposit

1. If, after reconciliation, City determines that Deposit was greater than Cost of Services, City shall refund remaining funds to Customer within sixty (60) days of the conclusion of invoicing by any third parties performing work associated with Services.
2. If, after reconciliation, City determines that Cost of Services exceeded Deposit, City shall invoice Customer for any outstanding amounts. Customer shall make payment within thirty (30) days of invoice.

### III. Changes to Deposit or changes to Services:

- A. Customer is responsible for all actual costs of services even if City does not notify the customer of changes to the Cost of Services.
- B. In the event that it becomes known to the City that the Exhibit A cost estimate will be exceeded and those additional costs do not exceed the total Deposit, those additional costs may be passed through to Customer and deducted from Deposit without additional notification.
- C. In the event that it becomes known to the City that the Cost of Service estimate must be revised such that the Deposit is insufficient to complete the Services, City shall notify Customer, in writing, of the updated cost estimate as soon as practicable. The parties shall accept such updated estimates through execution of an Amendment to this Agreement including an update to Exhibit A.
  1. If Customer agrees for City to continue Services, Customer shall remit additional deposit funds as required by City (Additional Deposit). Upon execution of an Amendment to this Agreement and receipt of such Additional Deposit, City shall resume Services.
  2. Should Customer decide not to authorize costs exceeding initial estimates and discontinue work, Customer shall be responsible for all costs up to the halt of Services. This may also include costs associated with cancelling or terminating services requested from others such as cancellation of materials purchases or other termination charges that may be incurred by City. In the event of cancellation under this provision, City shall complete accounting for Cost of Services as defined in Section II.

### IV. Term

The term of this Agreement shall begin on the last date listed on the signature page and shall end six months after completion of the Services and Customer's fulfillment of its payment obligations hereunder unless earlier terminated under the provisions of Section III of this Agreement.



V. Termination of Services:

- A. In the event that either Party determines that it does not wish to continue Services, that Party will provide written notice to the other Party.
- B. Upon receipt of such written notice from Customer, City will stop all work associated with the Services as soon as practicable and not more than thirty (30) days from the date of the notice from Customer.
- C. The actual Cost of Services shall be reconciled against Deposit as outlined in Section II.

VI. The performance of Services by SVP does not constitute conditional approval by the City of any portion of the Customer's project or a commitment by SVP to serve the Customer's anticipated electric load. Nothing in this Agreement shall be construed as a commitment by City to grant or issue any preliminary or final approvals in connection with provision of electric service or capacity, project planning, construction, including for General Plan Amendments, Rezoning, Development Plans, Subdivision Maps, Development Agreements, Environmental Impact Reports, and building permits. Customer acknowledges and agrees that nothing in this Agreement limits City's discretion. Customer agrees that it shall remain obligated to pay all costs for all work performed by SVP, regardless of whether any aspect of the Customer's project is ultimately approved.

VII. Hold Harmless/Indemnification

- A. To the extent permitted by law, Customer 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 this Agreement – including claims of any kind by Customer's employees or persons contracting with Customer to perform any portion of this Agreement– and shall expressly include passive or active negligence by City connected with the Agreement. 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. Customer'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, contractors, subcontractors or other agents of Customer against City (either alone, or

jointly with Customer), regardless of venue/jurisdiction in which the claim is brought and the manner of relief sought.

#### VIII. Notices

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

City of Santa Clara  
Attention: Silicon Valley Power  
1500 Warburton Avenue  
Santa Clara, CA 95050  
and by e-mail at [svpcontracts@santaclaraca.gov](mailto:svpcontracts@santaclaraca.gov), and  
[manager@santaclaraca.gov](mailto:manager@santaclaraca.gov)

And to Customer addressed as follows:

\*Name of Customer  
\*Address of Customer  
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.

#### IX. Force Majeure

- A. For the purpose of this Agreement, "Force Majeure" shall be defined as any cause beyond the control of the Party affected, and which by exercise of reasonable due diligence such Party could not reasonably have been expected to avoid and which by exercise of due diligence it has been unable to overcome or obtain or cause to be obtained a commercially reasonable substitute therefore.
- B. Force Majeure includes Acts of God, flood, drought, earthquake, storm, tornado, fire, explosion, lightning, epidemic, public emergency, war, riot, civil disobedience, labor strike, labor dispute, labor or materials shortage (however labor or materials shortage does not include the mere inability to obtain that labor or material at a particular price), sabotage, restraint by court order, restraint by public authority, or action or non-action by governmental authority or accident.
- C. No Party shall be relieved of liability for failure of performance if such failure is due to causes arising out of its own negligence or due to the removal of remediable causes which it fails to take reasonable efforts to remove or remedy within a reasonable time, or due to mere fluctuations in market prices. Nothing contained herein shall be construed to require a Party to settle any strike or labor dispute in which it may be involved. Either Party rendered unable to fulfill any of its obligations under this Agreement by

reason of Force Majeure shall give prompt written notice of such fact to the other Party and shall exercise due diligence to remove such inability with all reasonable dispatch.

[SIGNATURES ON FOLLOWING PAGE]

The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives. The Effective Date is the date that the final signatory executes the Agreement. It is the intent of the Parties that this Agreement shall become operative on the Effective Date.

**CITY OF SANTA CLARA, CALIFORNIA**  
a chartered California municipal corporation

Approved as to Form:

Dated: \_\_\_\_\_

\_\_\_\_\_  
GLEN R. GOOGINS  
City Attorney

\_\_\_\_\_  
Office of the City Manager  
City of Santa Clara  
1500 Warburton Avenue  
Santa Clara, CA 95050  
Telephone: (408) 615-2210  
Fax: (408) 241-6771

“CITY”

**(INSERT CUSTOMER NAME HERE)**

choose one: a[n] \_\_\_\_\_ (insert State) corporation/partnership/individual

Dated: \_\_\_\_\_

By (Signature): \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Principal Place of  
Business Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

“CUSTOMER”

**DEPOSIT AGREEMENT BETWEEN  
THE CITY OF SANTA CLARA, CALIFORNIA AND  
(Insert Customer Name)  
EXHIBIT A – SCOPE OF SERVICES AND COST ESTIMATE**

**Description of Services**

Provide high level overview of services to be provided to customer including subcontracted services and services to be provided by SVP.

**Scope**

Provide description of work to be performed by SVP.

**Cost Estimate**

Detail all estimated costs of project. Do not use “TBD”. Make a cost estimate.



## Agenda Report

23-100

Agenda Date: 3/21/2023

### REPORT TO COUNCIL

#### SUBJECT

Action on the First Amendment to the Power Purchase and Sale Agreement for Electricity from Qualifying Renewable Resources by and Between the City of Santa Clara and Ameresco Forward, LLC

#### BACKGROUND

On May 25, 2010, the City of Santa Clara entered into a Power Purchase and Sale Agreement for Electricity with Ameresco Forward, LLC from the Forward Landfill electric generation facility located in Manteca, California, for a twenty-year term. The facility began operating in the California Independent System Operator (CAISO) balancing authority on February 22, 2014, and has a capacity of 4.2 megawatt (MW). The facility currently generates approximately 31,000 megawatt hours (MWh) of renewable energy annually.

#### DISCUSSION

On September 12, 2022, Ameresco Forward, LLC (Ameresco) met with SVP staff to discuss a possible termination of the Power Purchase and Sale Agreement. Ameresco stated that they were interested in converting the landfill electric generation facility to a renewable natural gas facility and would no longer be interested in selling the electricity to the City of Santa Clara if their development plans are approved.

Ameresco has proposed to amend the agreement to provide Ameresco an early termination right and allow it to terminate on or before December 31, 2025, if Ameresco gives six-months prior written notice to the City. In addition to this amount, Ameresco shall pay the City \$29,167 for each full or partial month that is earlier than December 31, 2025. Ameresco will also have the option to extend the early termination date by one-year increments by paying the City \$50,000 for each one-year extension. Ameresco is also required to pay the City \$250,000 by the agreed upon early termination date, whether the agreement is terminated by 2025 or later.

The contract price for the Power Purchase and Sale Agreement is currently higher than other available options in today's energy market, so there would be approximately \$9.6 million dollars savings (based on today's forecast of future energy prices) if the agreement were to terminate on December 31, 2025.

#### ENVIRONMENTAL REVIEW

A negative declaration dated August 9, 2011, was prepared for the project associated with the power purchase and sale agreement. Since this amendment only provides an early termination right, there are no substantial changes to the project or new information of substantial importance which will require subsequent or supplemental environmental review under the California Environmental Quality Act ("CEQA").

**FISCAL IMPACT**

If the Power Purchase and Sale Agreement is terminated, the City of Santa Clara will receive a termination payment of \$250,000 in the Electric Utility Fund in addition to approximately \$9.6 million dollars in savings for not continuing in the agreement for the balance of the term. The savings would offset power purchases in SVP's Operating budget for Resources.

**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) <<mailto:clerk@santaclaraca.gov>> or at the public information desk at any City of Santa Clara public library.

**RECOMMENDATION**

1. Approve and authorize the City Manager to execute the First Amendment to the Power Purchase and Sale Agreement for Electricity from Qualifying Renewable Resources with Ameresco Forward LLC in substantially the form attached to this Report to Council; and
2. Authorize the City Manager to approve and execute future modifications to the First Amendment and take any and all actions as necessary or advisable to implement and administer the power purchase and sale agreement.

Reviewed by: Manuel Pineda, Chief Electric Utility Officer

Approved by: Office of the City Manager

**ATTACHMENTS**

1. First Amendment to Power Purchase and Sale Agreement

**FIRST AMENDMENT TO THE**  
**POWER PURCHASE AND SALE AGREEMENT FOR ELECTRICITY FROM**  
**QUALIFYING RENEWABLE RESOURCES BY AND BETWEEN THE CITY OF**  
**SANTA CLARA AND AMERESCO FORWARD LLC**

This First Amendment to the Power Purchase and Sale Agreement for Electricity from Qualifying Renewable Resources by and Between the City of Santa Clara and Ameresco Forward LLC (the “Amendment”) is dated as of March \_\_\_\_\_, 2023, by and between the City of Santa Clara, California, a chartered California municipal corporation with its principal place of business located at 1500 Warburton Avenue, Santa Clara, CA 95050 ( “City”), and Ameresco Forward LLC, a Delaware limited liability company (“Seller”). City and Seller are sometimes individually referred to herein as “Party” and collectively as “Parties.”

**Recitals**

A. City, as Buyer and Ameresco, as Seller, are Parties to that certain Power Purchase and Sale Agreement for Electricity from Qualifying Renewable Resources by and Between the City of City and Ameresco Forward LLC, effective as of May 25, 2010 (the “Agreement”).

B. The Parties desire to amend the Agreement on the terms set forth in this Amendment.

**Agreements**

In consideration of the covenants and agreements contained in this Amendment, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, City and Ameresco, each intending to be legally bound, hereby agree as follows:

1. Recitals. Each of the above recitals is true and correct and incorporated herein as an integral part of this Amendment.

2. Section 10.01. Section 10.01 of the Agreement is hereby amended by adding the following subsection 10.01(g):

“(g) Subject to the terms and conditions of this subsection, Seller may terminate the Agreement by December 31, 2025 (the “Early Termination Date”). Seller may extend the Early Termination Date (“Extended Early Termination Date”) in one-year increments; provided, prior to the expiration of the Early Termination Date, or expiration of the Extended Early Termination Date, Seller gives the City: (1) written notice of its intent to extend the Early Termination Date; and (2) \$50,000 within sixty (60) days of this written notice for each one-year extension for the Early Termination Date or Extended Early Termination Date. In addition to Seller’s compliance with the foregoing requirements, if applicable, no early termination of this Agreement shall be effective unless all of the following conditions are met:

(i) Seller provides written Notice of Termination to Buyer of its intent to terminate the Agreement at least six (6) months prior to the effective date of the termination (the "Early Termination Effective Date");

(ii) Seller pays the City \$250,000 by the Early Termination Effective Date; and

(iii) In the event Seller sets an Early Termination Effective Date earlier than the Early Termination Date, Seller shall pay the City \$29,167 for each full or partial month the Early Termination Effective Date precedes Early Termination Date."

3. Section 10.02 Notice of Termination is amended by adding the following to the end of that section:

"Notwithstanding the foregoing, Notice of Termination shall have the meaning contained in subsection 10.1(g) for any early termination processed thereunder and, accordingly, the first two sentences of this Section 10.2 are not applicable to such termination."

4. Continuing Effect. Except as specifically amended hereby, all of the terms and conditions of the Agreement shall remain in full force and effect. In the event of any conflict between the terms and provisions of the Agreement and this Amendment, the terms and provisions of this Amendment shall govern and prevail.

5. Miscellaneous. Capitalized terms not otherwise defined in this Amendment shall have the meanings given to them in the Agreement as amended by this Amendment. This Amendment shall be governed by and construed in accordance with the laws of the State of California. This Amendment may be executed in two or more original or electronically transmitted (via facsimile or e-mail) counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument.

(Signatures on Page 3 of 3)



|  
IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the day and year first above written.

**AMERESCO:**

AMERESCO FORWARD LLC,  
a Delaware limited liability company  
By: Ameresco, Inc., its sole member

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**CITY OF SANTA CLARA, CALIFORNIA**  
a chartered California municipal corporation

Approved as to Form:

Dated: \_\_\_\_\_

\_\_\_\_\_  
GLEN R. GOOGINS  
City Attorney

\_\_\_\_\_  
Office of the City Manager  
City of Santa Clara  
1500 Warburton Avenue  
Santa Clara, CA 95050  
Telephone: (408) 615-2210  
Fax: (408) 241-6771

“CITY”



## Agenda Report

23-169

Agenda Date: 3/21/2023

### REPORT TO COUNCIL & PUBLIC FACILITIES FINANCING CORPORATION

#### SUBJECT

Action to Approve Amendments to 2020 Installment Sale Agreement that Financed Capital Improvements at the San José-Santa Clara Regional Wastewater Facility (RWF)

#### COUNCIL PILLAR

Deliver and Enhance High Quality Efficient Services and Infrastructure

#### BACKGROUND

The San José-Santa Clara Regional Wastewater Facility (RWF) treats an average of 110 million gallons per day (mgd) of wastewater for the cities of San José, Santa Clara, and five tributary agencies in the South Bay Area. The City of Santa Clara is a co-owner of the facility with the City of San José, who is a majority owner and is responsible for the operations, management, and administration of the facility. The RWF was built in 1956 and, in 1959, Santa Clara signed an agreement to gain an ownership stake of approximately 20% in the RWF. Allocation of the operations and maintenance (O&M) and capital improvement program (CIP) costs is based on the ownership percentage, and is also charged out in appropriate proportions to the various tributary agencies. As a co-owner, Santa Clara is represented on the Treatment Plant Advisory Committee (TPAC), along with representatives from the tributary agencies, which advises San José and its Council on the operations and administration of the facility. Santa Clara's portion of RWF related expenditures are paid for by Santa Clara sewer customers.

In 2020, in order to finance the City's share of capital improvements to the RWF, the City of Santa Clara Public Facilities Financing Corporation (Financing Corporation) and the City entered into an Installment Sale Agreement dated as of June 1, 2020 (Installment Sale Agreement), pursuant to which the Financing Corporation agreed to provide financing for the Project. Funding under the Installment Sale Agreement was provided by JPMorgan Chase Bank, N.A. (JPMorgan), as assignee of the Financing Corporation's rights under the Installment Sale Agreement.

#### DISCUSSION

Calculation of interest under the Installment Sale Agreement was originally based on the London interbank offered rate (LIBOR), which is anticipated to be discontinued as of June 30, 2023. As permitted by the Installment Sale Agreement, JPMorgan has provided notice to the City that JPMorgan has selected an alternate rate of interest to replace LIBOR, which is known as Secured Overnight Financing Rate (SOFR), and provided revised interest rate provisions. Staff has reviewed the new provisions with its municipal advisor and bond counsel. In order to memorialize the interest rate provisions, the City and the Financing Corporation will need to execute an amendment to the Installment Sale Agreement, which has been submitted to this Council.

#### 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

This action itself does not have a fiscal impact beyond the cost of staff time. The alternate rate, SOFR, does not impact interest expense and calculation.

#### COORDINATION

This report has been coordinated with the Finance Department, Water and Sewer Utilities 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) <<mailto:clerk@santaclaraca.gov>> or at the public information desk at any City of Santa Clara public library.

#### RECOMMENDATION

That the Council:

1. Adopt the Resolution approving the First Amendment to Installment Sale Agreement; and
2. Authorize the Chief Operating Officer to execute all required agreements necessary to consummate any of the transactions contemplated by the agreements and documents approved under the Resolution.

That the Financing Corporation:

1. Adopt the Resolution approving the First Amendment to Installment Sale Agreement; and
2. Authorize the Director of Finance to execute all required agreements necessary to consummate any of the transactions contemplated by the agreements and documents approved under the Resolution.

Reviewed by: Gary Welling, Director, Water and Sewer Utilities

Reviewed by: Kenn Lee, Director, Department of Finance

Approved by: Office of the City Manager

Approved by: Kenn Lee, Director of Finance of the Financing Corporation

#### ATTACHMENTS

1. Council Resolution Amending Installment Sale Agreement
2. Financing Corp Resolution Amending Installment Sale Agreement
3. First Amendment to Installment Sale Agreement

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY OF SANTA CLARA, CALIFORNIA  
AMENDING INSTALLMENT SALE AGREEMENT**

**BE IT RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:**

**WHEREAS**, the City of Santa Clara (the “City”) owns and operates facilities and property for the collection and transmission of wastewater within the service area of the City (the “Wastewater System”), and wastewater which is collected by the City is transmitted for treatment to the San José-Santa Clara Regional Wastewater Facility (the “Wastewater Treatment Facility”) which is co-owned by the City and the City of San José pursuant to that certain Sewage Plant Agreement dated March 30, 1959, as amended (the “Wastewater Treatment Agreement”);

**WHEREAS**, under the Wastewater Treatment Agreement, the City is obligated to contribute its share of the capital costs of improvements to the Wastewater Treatment Facility, and the City is currently obligated to contribute funds towards the cost of constructing certain improvements to the Wastewater Treatment Facility (the “Project”);

**WHEREAS**, in order to finance the construction of the Project, the City of Santa Clara Public Facilities Financing Corporation (the “Financing Corporation”) and the City entered into an Installment Sale Agreement dated as of June 1, 2020 (the “Original Installment Sale Agreement”) pursuant to which the Financing Corporation agreed to provide financing for the Project and to sell the completed Project to the City in consideration of the payment by the City of periodic installment payments (the “Installment Payments”), which are payable from and secured by a pledge of and lien on the net revenues of the Wastewater System;

**WHEREAS**, in order to provide the funds needed to finance the Project, the Financing Corporation assigned the Installment Payments to JPMorgan Chase Bank, N.A., as lender (the “Lender”);

**WHEREAS**, under the Original Installment Sale Agreement, the calculation of interest with respect to the Installment Payments is based on the London interbank offered rate (“LIBOR”), which is anticipated to be discontinued as of June 30, 2023;

**WHEREAS**, in accordance with Exhibit A of the Original Installment Sale Agreement, the Lender has provided notice to the City that the Lender has selected an alternate rate of interest to govern the calculation of interest with respect to the Installment Payments; and,

**WHEREAS**, pursuant to and in accordance with Section 5.9 of the Original Installment Sale Agreement, the Financing Corporation and the City have determined to amend Appendix A and Appendix C to the Original Installment Sale Agreement, with the consent of the Lender, for the purpose of revising the provisions governing the calculation of interest components of the Installment Payments to reflect the alternate interest rate index selected by the Lender, in the form of the First Amendment to Installment Sale Agreement (the "First Amendment") that has been presented to the City Council.

**NOW, THEREFORE, BE IT FURTHER RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:**

1. Approval of First Amendment to Installment Sale Agreement. The City Council hereby approves the First Amendment, between the City and the Financing Corporation, in the form thereof on file with the City Clerk together with any changes therein or additions thereto deemed advisable by the Chief Operating Officer, whose execution thereof shall be conclusive evidence of such approval. The Chief Operating Officer is hereby authorized and directed for and in the name and on behalf of the City to execute, and the City Clerk is hereby authorized and directed to attest to, the final form of the First Amendment on behalf of the City.

2. Official Actions. The Mayor, the City Manager, the Chief Operating Officer, any Assistant City Manager, the Director of Finance, the Assistant Director of Finance, the Director of Water & Sewer Utilities, the Assistant Director of Water & Sewer Utilities, the City Attorney, the City Clerk and the Assistant City Clerk are each authorized and directed in the name and on behalf of the City to make any and all certificates, requisitions, agreements, notices, consents and other documents, which they or any of them might deem necessary or appropriate in order to consummate any of the transactions contemplated by the agreements and documents approved

under this Resolution. Whenever in this resolution any officer of the City is authorized to execute or countersign any document or take any action, such execution, countersigning or action may be taken on behalf of such officer by any person designated by such officer to act on his or her behalf in the case such officer is absent or unavailable. Any actions previously taken by any officers of the City in furtherance of this Resolution are hereby ratified and approved.

3. Constitutionality, severability. If any section, subsection, sentence, clause, phrase, or word of this Resolution is for any reason held by a court of competent jurisdiction to be unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining portions of the Resolution. The City of Santa Clara, California, hereby declares that it would have passed this resolution and each section, subsection, sentence, clause, phrase, and word thereof, irrespective of the fact that any one or more section(s), subsection(s), sentence(s), clause(s), phrase(s), or word(s) be declared invalid.

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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 \_\_\_\_\_, 2023, 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. First Amendment to Installment Sale Agreement

**RESOLUTION NO. \_\_\_\_ (PFCC)**

**A RESOLUTION OF THE CITY OF SANTA CLARA PUBLIC  
FACILITIES FINANCING CORPORATION AMENDING  
INSTALLMENT SALE AGREEMENT**

**BE IT RESOLVED BY THE CITY OF SANTA CLARA PUBLIC FACILITIES FINANCING  
CORPORATION AS FOLLOWS:**

**WHEREAS**, the City of Santa Clara (the “City”) owns and operates facilities and property for the collection and transmission of wastewater within the service area of the City (the “Wastewater System”), and wastewater which is collected by the City is transmitted for treatment to the San José-Santa Clara Regional Wastewater Facility (the “Wastewater Treatment Facility”) which is co-owned by the City and the City of San José pursuant to that certain Sewage Plant Agreement dated March 30, 1959, as amended (the “Wastewater Treatment Agreement”);

**WHEREAS**, under the Wastewater Treatment Agreement, the City is obligated to contribute its share of the capital costs of improvements to the Wastewater Treatment Facility, and the City is currently obligated to contribute funds towards the cost of constructing certain improvements to the Wastewater Treatment Facility (the “Project”);

**WHEREAS**, in order to finance the construction of the Project, the City of Santa Clara Public Facilities Financing Corporation (the “Financing Corporation”) and the City entered into an Installment Sale Agreement dated as of June 1, 2020 (the “Original Installment Sale Agreement”) pursuant to which the Financing Corporation agreed to provide financing for the Project and to sell the completed Project to the City in consideration of the payment by the City of periodic installment payments (the “Installment Payments”), which are payable from and secured by a pledge of and lien on the net revenues of the Wastewater System;

**WHEREAS**, in order to provide the funds needed to finance the Project, the Financing Corporation assigned the Installment Payments to JPMorgan Chase Bank, N.A., as lender (the “Lender”);



**WHEREAS**, under the Original Installment Sale Agreement, the calculation of interest with respect to the Installment Payments is based on the London interbank offered rate (“LIBOR”), which will be discontinued as of June 30, 2023;

**WHEREAS**, in accordance with Exhibit A of the Original Installment Sale Agreement, the Lender has provided notice to the City that the Lender has selected an alternate rate of interest to govern the calculation of interest with respect to the Installment Payments; and,

**WHEREAS**, pursuant to and in accordance with Section 5.9 of the Original Installment Sale Agreement, the Financing Corporation and the City have determined to amend Appendix A and Appendix C to the Original Installment Sale Agreement, with the consent of the Lender, for the purpose of revising the provisions governing the calculation of interest components of the Installment Payments to reflect the alternate interest rate index selected by the Lender, in the form of the First Amendment to Installment Sale Agreement (the “First Amendment”) that has been presented to the Board of Directors.

**NOW THEREFORE, BE IT FURTHER RESOLVED BY THE CITY OF SANTA CLARA PUBLIC FACILITIES FINANCING CORPORATION AS FOLLOWS:**

1. Approval of First Amendment to Installment Sale Agreement. The Board of Directors hereby approves the First Amendment, between the City and the Financing Corporation, in the form thereof on file with the Secretary together with any changes therein or additions thereto deemed advisable by the Director of Finance, whose execution thereof shall be conclusive evidence of such approval. The Director of Finance is hereby authorized and directed for and in the name and on behalf of the Financing Corporation to execute, and the Secretary is hereby authorized and directed to attest to, the final form of the First Amendment on behalf of the Financing Corporation.

2. Official Actions. The President, the Executive Director, the Director of Finance, the Secretary and all other officers of the Financing Corporation are each authorized and directed in the name and on behalf of the Financing Corporation to make any and all assignments,

certificates, requisitions, agreements, notices, consents and other instruments of conveyance and other documents, which they or any of them might deem necessary or appropriate in order to consummate any of the transactions contemplated by the agreements and documents approved under this Resolution. Whenever in this Resolution any officer of the Financing Corporation is authorized to execute or countersign any document or take any action, such execution, countersigning or action may be taken on behalf of such officer by any person designated by such officer to act on his or her behalf in the case such officer is absent or unavailable. Any actions previously taken by any officers of the Financing Corporation in furtherance of this Resolution are hereby ratified and approved.

3. Constitutionality, severability. If any section, subsection, sentence, clause, phrase, or word of this Resolution is for any reason held by a court of competent jurisdiction to be unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining portions of this Resolution. The Board of Directors hereby declares that it would have passed this Resolution and each section, subsection, sentence, clause, phrase, and word thereof, irrespective of the fact that any one or more section(s), subsection(s), sentence(s), clause(s), phrase(s), or word(s) be declared invalid.

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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 PUBLIC FACILITIES FINANCING CORPORATION, AT A REGULAR MEETING THEREOF HELD ON THE \_\_\_\_ DAY OF \_\_\_\_\_, 2023, BY THE FOLLOWING VOTE:

AYES: DIRECTORS:

NOES: DIRECTORS:

ABSENT: DIRECTORS:

ABSTAINED: DIRECTORS:

ATTEST:

\_\_\_\_\_  
NORA PIMENTEL, MMC  
SECRETARY OF THE CITY OF SANTA CLARA  
PUBLIC FACILITIES FINANCING CORPORATION

Attachments incorporated by reference:

1. First Amendment to Installment Sale Agreement

## **FIRST AMENDMENT TO INSTALLMENT SALE AGREEMENT**

This FIRST AMENDMENT TO INSTALLMENT SALE AGREEMENT (together with any amendments hereof and supplements hereto, this "First Amendment"), dated as of April 1, 2023, is between the CITY OF SANTA CLARA PUBLIC FACILITIES FINANCING CORPORATION, a nonprofit public benefit corporation duly organized and existing under the laws of the State of California (the "Corporation"), as seller, and the CITY OF SANTA CLARA, a charter city and municipal corporation duly organized and existing under the Constitution and laws of the State of California (the "City"), as purchaser.

### ***RECITALS***

A. The Corporation and the City entered into an Installment Sale Agreement dated as of June 1, 2020 (the "Original Agreement"), in order to finance the construction of the Project (as defined in the Original Agreement).

B. For the purpose of obtaining the moneys required to finance the construction of the Project, the Corporation assigned and transferred certain of its rights under the Original Agreement to JPMorgan Chase Bank, N.A. (the "Assignee"), under an Assignment Agreement dated as of June 1, 2020, among the City, the Corporation and the Assignee.

C. In accordance with Exhibit A of the Original Agreement, the Assignee has provided notice to the City that the Assignee has selected an alternate interest rate index to replace LIBOR.

D. Pursuant to and in accordance with Section 5.9 of the Original Agreement, the Corporation and the City have determined to amend Appendix A and Appendix C to the Original Agreement, with the consent of the Assignee, for the purpose of revising the provisions governing the calculation of interest components of the Installment Payments to reflect the alternate rate of interest selected by the Assignee.

E. Capitalized terms used but not defined herein have the meanings set forth in the Original Agreement.

NOW, THEREFORE, in consideration of the mutual agreements and covenants herein contained and for other valuable consideration, the Corporation and the City do hereby agree as follows:

**Section 1. Amendment of Original Agreement.** Appendix A to the Original Agreement is hereby amended and restated in full in the form attached as Appendix A attached hereto, and Appendix C to the Original Agreement is hereby amended and restated in full in the form attached as Appendix C attached hereto.

**Section 2. Authority.** This First Amendment is being executed pursuant to and in accordance with Section 5.9 of the Original Agreement.

**Section 3. Original Agreement Continues in Effect.** Except as amended and supplemented by this First Amendment, the Original Agreement shall remain in full force and effect.

**Section 4. Effective Date.** This First Amendment shall become effective upon the date hereof.

**IN WITNESS WHEREOF**, the Corporation and the City have caused this First Amendment to be executed as of the date first above written.

**CITY OF SANTA CLARA PUBLIC  
FACILITIES FINANCING CORPORATION**

By: \_\_\_\_\_  
Director of Finance

APPROVED AS TO FORM:

By \_\_\_\_\_  
General Counsel

ATTEST:

By \_\_\_\_\_  
Assistant Secretary

**CITY OF SANTA CLARA**

By: \_\_\_\_\_  
Chief Operating Officer

APPROVED AS TO FORM:

By \_\_\_\_\_  
City Attorney

ATTEST:

By \_\_\_\_\_  
Assistant City Clerk

CONSENTED TO BY:  
**JPMORGAN CHASE BANK N.A.,**  
*as Assignee*

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

## APPENDIX A

### CALCULATION OF INTEREST COMPONENTS

The interest components of the Installment Payments shall be calculated in accordance with the following provisions set forth in this Appendix A.

**Basis of Calculation.** Advances hereunder shall be SOFR Rate Advances, subject to provisions below on Illegality/Temporary Unavailability/ Alternate Rate of Interest. The interest components of the Installment Payments shall be calculated on the unpaid principal components of the Installment Payments, on the basis of the actual number of days elapsed in a year of 360 days, at the Adjusted Term SOFR Rate and at the rate of 4.00% Per Annum above the Adjusted Term SOFR Rate, at the Assignee's option, upon the occurrence of any Event of Default, whether or not the Assignee elects to accelerate the maturity of the Installment Payments, from the date such increased rate is imposed by the Assignee, except that interest computed by reference to the CB Floating Rate shall be computed on the basis of a year of 365 days (or 366 days in a leap year), and in each case shall be payable for the actual number of days elapsed (including the first day but excluding the last day). The applicable CB Floating Rate, Adjusted Term SOFR Rate, and Term SOFR Rate, shall be determined by the Assignee, and each such determination shall be conclusive absent manifest error.

**Definitions.** As used in this Appendix A, the following terms have the following respective meanings:

*“Adjusted Term SOFR Rate”* means, with respect to the relevant Interest Period, the sum of (i) the Applicable Margin plus (ii) (a) 80% of the Term SOFR Rate in effect for such Interest Period plus (b) the SOFR Adjustment.

*“Advance”* means a SOFR Rate Advance or a CB Floating Rate Advance and *“Advances”* means all SOFR Rate Advances and all CB Floating Rate Advances which are made by the Assignee to the City to finance the payment of Project Costs.

*“Alternate Rate”* has the meaning assigned to such term in clause (c) of the section titled “Illegality/Temporary Unavailability/Alternate Rate”.

*“Applicable Margin”* means 0.95% Per Annum.

*“Benchmark”* means, initially, the Term SOFR Rate; provided that if a Benchmark Transition Event has occurred with respect to the Term SOFR Rate, then “Benchmark” means the Alternate Rate to the extent that such Alternate Rate has replaced such prior benchmark rate pursuant to clause (c) of the section titled “Illegality/Temporary Unavailability/Alternate Rate”.

*“Benchmark Transition Event”* means the occurrence of one or more of the following events with respect to the Term SOFR Rate:

- (i) a public statement or publication of information by or on behalf of the CME Term SOFR Administrator (or any successor administrator of the Term SOFR Rate, or the published component used in the calculation thereof) announcing that such CME Term SOFR Administrator has ceased or will cease to provide the Term SOFR Rate (or such component thereof),

permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide the Term SOFR Rate (or such component thereof); or

(ii) a public statement or publication of information by the NYFRB, the Federal Reserve Board, or, as applicable, the regulatory supervisor for the CME Term SOFR Administrator, an insolvency official with jurisdiction over the CME Term SOFR Administrator, a resolution authority with jurisdiction over the CME Term SOFR Administrator, or a court or an entity with similar insolvency or resolution authority over the CME Term SOFR Administrator, in each case, which states that the CME Term SOFR Administrator (or any successor administrator of the Term SOFR Rate, or the published component used in the calculation thereof) has ceased or will cease to provide the Term SOFR Rate (or such component thereof), permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide the Term SOFR Rate (or such component thereof); or

(iii) a public statement or publication of information by the Federal Reserve Board, the NYFRB, the CME Term SOFR Administrator, or the regulatory supervisor for the CME Term SOFR Administrator (or any successor administrator of the Term SOFR Rate, or the published component used in the calculation thereof), announcing that the Term SOFR Rate (or such component thereof) is no longer, or as of a specified future date will no longer be, representative.

For the avoidance of doubt, a “Benchmark Transition Event” will be deemed to have occurred with respect to the Term SOFR Rate if a public statement or publication of information set forth above has occurred with respect to each then-current available tenor of the Term SOFR Rate.

“*Business Day*” means any day (other than a Saturday or a Sunday) on which banks are open for business in New York City or Chicago; provided that, when used in connection with a SOFR Advance, the term “Business Day” shall also exclude any day on which the Securities Industry and Financial Markets Association recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in United States government securities.

“*CB Floating Rate*” means the greater of the Prime Rate or 2.5%. Any change in the CB Floating Rate due to a change in the Prime Rate shall be effective from and including the effective date of such change in the Prime Rate. The CB Floating Rate is a variable rate and any change in the CB Floating Rate due to any change in the Prime Rate or the Adjusted Term SOFR Rate is effective from and including the effective date of such change in the Prime Rate or the Adjusted Term SOFR Rate, respectively.

“*CB Floating Rate Advance*” or “CBFR Advance” means any borrowing under the Installment Payments when and to the extent that its interest rate is determined by reference to the CB Floating Rate.

“*CME Term SOFR Administrator*” means CME Group Benchmark Administration Limited as administrator of the forward-looking term secured overnight financing rate (or a successor administrator).

“*Federal Reserve Board*” means the Board of Governors of the Federal Reserve System of the United States of America.

“*Floor*” means the benchmark rate floor, if any, provided in this Agreement initially (as of the execution of this Agreement, the modification, amendment or renewal of this Agreement or otherwise) with respect to the Term SOFR Rate. For the avoidance of doubt the initial Floor for the Term SOFR Rate shall be 0.0%.

“*Governmental Authority*” means the government of the United States of America, any other nation or any political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government.

“*Interest Period*” means the period commencing on the date of such Advance and ending on the numerically corresponding day in the calendar month that is one (1), three (3) or six (6) months thereafter, as the City may elect; provided that (a) if any Interest Period would end on a day which is not a Business Day, such Interest Period shall be extended to the next succeeding Business Day unless such next succeeding Business Day would fall in the next calendar month, in which case such Interest Period shall end on the next preceding Business Day, (b) any Interest Period that commences on the last Business Day of a calendar month (or on a day for which there is no numerically corresponding day in the last calendar month of such Interest Period) shall end on the last Business Day of the last calendar month of such Interest Period, and (c) no Interest Period may extend beyond the Maturity Date. For purposes hereof, the date of an Advance initially shall be the date on which such Advance is made and thereafter, in the case of a Revolving Borrowing, shall be the effective date of the most recent conversion or continuation of such Advance.

“*Overnight Bank Funding Rate*” means, for any day, the rate comprised of both overnight federal funds and overnight eurodollar transactions denominated in Dollars by U.S.-managed banking offices of depository institutions (as such composite rate shall be determined by the NYFRB as set forth on the Federal Reserve Bank of New York’s Website from time to time) and published on the next succeeding Business Day by the NYFRB as an overnight bank funding rate.

“*Per Annum*” means for a year deemed to be comprised of 360 days.

“*Prime Rate*” means the rate of interest last quoted by The Wall Street Journal as the “Prime Rate” in the U.S. or, if *The Wall Street Journal* ceases to quote such rate, the highest per annum interest rate published by the Federal Reserve Board in Federal Reserve Statistical Release H.15 (519) (Selected Interest Rates) as the “bank prime loan” rate or, if such rate is no longer quoted therein, any similar rate quoted therein (as determined by the Assignee) or any similar release by the Federal Reserve Board (as determined by the Assignee). Each change in the Prime Rate shall be effective from and including the date such change is publicly announced or quoted as being effective.

“*Relevant Governmental Body*” means the Federal Reserve Board, the NYFRB, or a committee officially endorsed or convened by the Federal Reserve Board or the NYFRB, or, in each case, any successor thereto.



*“Revolving Advances”* means Revolving Advances of the same Type, made, converted or continued on the same date, and, in the case of SOFR Rate Advances, as to which a single Interest Period is in effect.

*“SOFR”* means a rate equal to the secured overnight financing rate as administered by the NYFRB (or a successor administrator of the secured overnight financing rate).

*“SOFR Adjustment”* means 0.10% per annum.

*“SOFR Rate Advance”* means any borrowing under this Agreement when and to the extent that its interest rate is determined by reference to the Adjusted Term SOFR Rate.

*“Term SOFR Rate”* means, with respect to any SOFR Rate Advance, such reference rate as is published by the CME Term SOFR Administrator at approximately 5:00 a.m., Chicago time, two Business Days prior to the commencement of such tenor comparable to the applicable Interest Period; such rate being the rate per annum determined by the Assignee as the forward-looking term rate based on SOFR; provided that if the Term SOFR Rate as so determined would be less than the Floor, such rate shall be deemed to be the Floor for the purposes of this Agreement.

*“Type”*, when used in reference to any Advance, refers to whether the rate of interest on such Advance is determined by reference to the Adjusted Term SOFR Rate or the CB Floating Rate.

### **Prepayment/Funding Loss Indemnification**

The City may prepay all or any part of any CB Floating Rate Advance at any time without premium or penalty except as set forth herein.

In the event of the payment of any principal of any SOFR Rate Advance other than (a) on the last day of an Interest Period applicable thereto (including as a result of an Event of Default or as a result of any prepayment), (b) the conversion of any SOFR Rate Advance other than on the last day of the Interest Period applicable thereto, or (c) the failure to borrow, convert, continue or prepay any SOFR Rate Advance on the date specified in any notice delivered pursuant to the Agreement (regardless of whether such notice may be revoked and is revoked in accordance therewith), then, in any such event, the City shall compensate the Assignee for the loss, cost and expense attributable to such event. In the case of a SOFR Rate Advance, such loss, cost or expense to the Assignee shall be deemed to include an amount determined by the Assignee to be the excess, if any, of (i) the amount of interest which would have accrued on the principal amount of such SOFR Rate Advance had such event not occurred, at the Adjusted Term SOFR Rate that would have been applicable to such SOFR Rate Advance, for the period from the date of such event to the last day of the then current Interest Period therefor (or, in the case of a failure to borrow, convert or continue, for the period that would have been the Interest Period for such SOFR Rate Advance), over (ii) the amount of interest which would accrue on such principal amount for such period at the interest rate which the Assignee would bid were it to bid, at the commencement of such period, for dollar deposits of a comparable amount and period from other banks in the applicable interbank market, whether or not such SOFR Rate Advance was in fact funded. A certificate of the Assignee setting forth any amount or amounts that the Assignee is entitled to receive pursuant to this Section

shall be delivered to the City and shall be conclusive absent manifest error. The City shall pay the Assignee the amount shown as due on any such certificate within ten (10) days after receipt thereof.

### **Interest Rates; Benchmark Transition Notification**

The interest rate on an Advance may be derived from an interest rate benchmark that may be discontinued or is, or may in the future become, the subject of regulatory reform. Upon the occurrence of a Benchmark Transition Event, clause (c) of the section titled "Illegality/Temporary Unavailability/ Alternate Rate" provides a mechanism for determining an alternative rate of interest. The Assignee does not warrant or accept any responsibility for, and shall not have any liability with respect to, the administration, submission, performance or any other matter related to any interest rate used in this Agreement, or with respect to any alternative or successor rate thereto, or replacement rate thereof, including without limitation, whether the composition or characteristics of any such alternative, successor or replacement reference rate will be similar to, or produce the same value or economic equivalence of, the existing interest rate being replaced or have the same volume or liquidity as did any existing interest rate prior to its discontinuance or unavailability. The Assignee and its affiliates and/or other related entities may engage in transactions that affect the calculation of any interest rate used in this Agreement or any alternative, successor or alternative rate (including any Alternate Rate) and/or any relevant adjustments thereto, in each case, in a manner adverse to the City. The Assignee may select information sources or services in its reasonable discretion to ascertain any interest rate used in this Agreement, any component thereof, or rates referenced in the definition thereof, in each case pursuant to the terms of this Agreement, and shall have no liability to the City or any other person or entity for damages of any kind, including direct or indirect, special, punitive, incidental or consequential damages, costs, losses or expenses (whether in tort, contract or otherwise and whether at law or in equity), for any error or calculation of any such rate (or component thereof) provided by any such information source or service.

### **Illegality/Temporary Unavailability/Alternate Rate of Interest**

- (a) Subject to clause (c) of this section, if prior to the commencement of any Interest Period for a SOFR Advance:
  - (i) the Assignee determines (which determination shall be conclusive and binding absent manifest error) that adequate and reasonable means do not exist for ascertaining the Adjusted Term SOFR Rate or the Term SOFR Rate, as applicable, for such Interest Period; or
  - (ii) the Assignee determines the Adjusted Term SOFR Rate or the Term SOFR Rate, as applicable, for such Interest Period will not adequately and fairly reflect the cost to the Assignee of making or maintaining its Advances for such Interest Period;
  - (iii) then the Assignee shall give notice thereof to the City by telephone, fax or electronically as provided in Section 8.2 as promptly as practicable thereafter and, until (x) the Assignee notifies the City that the circumstances giving rise to such notice no longer exist and (y) the City delivers a Funding Request in accordance with the terms of Section 3.5 (A) any Funding Request that requests the conversion of any Advance

to, or continuation of any Advance as, a SOFR Advance shall be ineffective and any such SOFR Advance shall be repaid or converted into a CBFR Advance on the last day of the then current Interest Period applicable thereto, and (iv) if any Funding Request requests a SOFR Advance, such Advance shall be made as a CBFR Advance.

- (b) If the Assignee determines that any Requirement of Law has made it unlawful, or if any Governmental Authority has asserted that it is unlawful, for the Assignee or its applicable lending office to make, maintain, fund or continue any SOFR Advance, or any Governmental Authority has imposed material restrictions on the authority of the Assignee to purchase or sell, or to take deposits of, dollars in the interbank offering market, then, on notice thereof by the Assignee to the City, any obligations of the Assignee to make, maintain, fund or continue SOFR Rate Advances or to convert CBFR Advances to SOFR Advances will be suspended until the Assignee notifies the City that the circumstances giving rise to such determination no longer exist. Upon receipt of such notice, the City will upon demand from the Assignee, either prepay or convert all SOFR Advances of the Assignee to CBFR Advances, either on the last day of the Interest Period therefor, if the Assignee may lawfully continue to maintain such SOFR Advances to such day, or immediately, if the Assignee may not lawfully continue to maintain such Advances. Upon any such prepayment or conversion, the City will also pay accrued interest on the amount so prepaid or converted.
- (c) Notwithstanding anything to the contrary herein or in this Agreement, if a Benchmark Transition Event has occurred, Assignee may, by notice to City, amend this Agreement to establish an alternate rate of interest for the Benchmark that gives due consideration to (i) any selection or recommendation of a replacement benchmark rate or the mechanism for determining such a rate by the Relevant Governmental Body or (ii) the then-evolving or prevailing market convention for determining a benchmark rate as a replacement for the then current Benchmark at such time (the "Alternate Rate"); City acknowledges that the Alternate Rate may include a mathematical adjustment using any then-evolving or prevailing market convention or method for determining a spread adjustment for the replacement of the Benchmark (which may include, if any Benchmark already contains such a spread, adding that spread to the Alternate Rate). The Assignee may further amend this Agreement by such notice to City to make technical, administrative or operational changes (including, without limitation, changes to the definition of "Interest Period", timing and frequency of determining rates and making payments of interest, the timing of prepayment or conversion notices, the length of lookback periods, the applicability of breakage provisions and other technical, administrative or operational matters) that Assignee decides in its reasonable discretion may be appropriate to reflect the adoption and implementation of the Alternate Rate. The Alternate Rate, together with all such technical, administrative and operational changes as specified in any notice, shall become effective at the later of (i) the fifth Business Day after the Assignee has provided notice (including without limitation for this purpose, by electronic means) to the City (the "Objection Date") and (ii) a date specified by the Assignee in the notice, without any further action or consent of the City, so long as Assignee has not received, by 5:00 pm Eastern time on the Objection Date,

written notice of objection to the Alternate Rate from the City. If, on the date the Benchmark actually becomes permanently unavailable pursuant to a Benchmark Transition Event, an Alternate Rate has not been established in this manner, Advances will, until an Alternate Rate is so established, bear interest at the CB Floating Rate. In no event shall the Alternate Rate be less than the Floor.

- (d) All determinations by Assignee under this Illegality/Temporary Unavailability shall be conclusive and binding absent manifest error and may be made in its sole discretion and without consent from any other party to this Agreement or any other loan document, except, in each case, as expressly required pursuant to this clauses a-c of this section.

### **Default Rate of Interest**

After a default has occurred under this Agreement, whether or not the Assignee elects to accelerate the maturity of this Agreement because of such default, all Advances outstanding under this Agreement, shall bear interest at a Per Annum rate equal to the interest rate being charged on each such Advance plus four percent (4.00%) from the date the Assignee elects to impose such rate. Imposition of this rate shall not affect any limitations contained in this Agreement on the City right to repay principal on any SOFR Rate Advance before the expiration of the Interest Period for each such Advance.

### **Notice and Manner of Electing Interest Rates on Advances**

The City shall give the Assignee written notice via Appendix C in accordance with established procedures (effective upon receipt) of the City's intent to draw down funds for payment of Project Costs no later than 1:00 p.m. Pacific time, on the date of disbursement, if the full amount of the drawn Advance is to be disbursed as a CB Floating Rate Advance and no later than 1:00 p.m. Pacific time three Business Days before disbursement, if any part of such Advance is to be disbursed as a SOFR Rate Advance. The City's notice must specify: (a) the disbursement date, (b) the amount of each Advance, and (c) for each SOFR Rate Advance, the duration of the applicable Interest Period; *provided, however*, that the City may not elect an Interest Period ending after the Maturity Date. Each SOFR Rate Advance shall be in a minimum amount of \$1,000,000. All notices under this paragraph are irrevocable. By the Assignee's close of business on the disbursement date and upon fulfillment of the conditions set forth herein and in any other related document, the Assignee shall disburse the requested Advances in immediately available funds by crediting the amount of such Advances to the City's account with the Assignee.

### **Conversion and Renewals**

The City may elect from time to time to convert one Type of Advance into another or to renew any Advance by giving the Assignee written notice via Appendix D no later than 1:00 p.m. Pacific time, on the date of the conversion into or renewal of a CB Floating Rate Advance and 1 p.m. Pacific time three Business Days before conversion into or renewal of a SOFR Rate Advance, specifying: (a) the renewal or conversion date, (b) the amount of the Advance to be converted or renewed, (c) in the case of conversion, the Type of Advance to be converted into (CB Floating Rate Advance or SOFR Rate Advance), and (d) in the case of renewals of or conversion into a SOFR Rate Advance, the applicable Interest Period, provided that (i) the minimum principal amount of each SOFR Rate Advance outstanding after a renewal or conversion shall be \$1,000,000; (ii) a

SOFR Rate Advance can only be converted on the last day of the Interest Period for the Advance; and (iii) the City may not elect an Interest Period ending after the Maturity Date. All notices given under this paragraph are irrevocable. If the City fails to give the Assignee the notice specified above for the renewal or conversion of a SOFR Rate Advance by 1:00 p.m. Pacific time three Business Days before the end of the Interest Period for that Advance, the Advance shall automatically be converted to a CB Floating Rate Advance on the last day of the Interest Period for the Advance.

## APPENDIX C

### FUNDING REQUEST NO. \_\_\_\_\_

The undersigned hereby states and certifies that:

(i) I am an "Authorized Representative," as such term is defined in that certain Installment Sale Agreement dated as of June 1, 2020, as amended by the First Amendment to Installment Sale Agreement dated as of April 1, 2023 (as amended and supplemented, the "Installment Sale Agreement"), between the City and the City of Santa Clara Public Facilities Financing Corporation (the "Corporation"). Capitalized terms used herein and not otherwise defined shall have the meanings given such terms in the Installment Sale Agreement.

(ii) Under Section 3.5 of the Installment Sale Agreement, the undersigned hereby requests that the Assignee advance the amount of \$\_\_\_\_\_ to the City, for deposit into the Project Fund which has been established under the Installment Sale Agreement.

(iii) The City has selected a [one-month] [three-month] [six-month] Interest Period.

(iv) The amount requested for funding shall be spent on Project Costs or used to reimburse the City for Project Costs previously paid for by the City. No portion of the amount herein requested to be disbursed was set forth in any Funding Request previously submitted to Assignee by City.

(v) \_\_\_\_\_ *[if checked]* This Funding Request constitutes the final Funding Request. Under Section 3.5(c) of the Installment Sale Agreement, the City hereby relinquishes the remaining Commitment.

(vi) Following the funding of this Funding Request by the Assignee, the total amount funded by the Assignee will be \$\_\_\_\_\_.

(vii) No Event of Default has occurred or is continuing under the Installment Sale Agreement and each representation and warranty set forth in the Installment Sale Agreement remains true and correct except for such representations and warranties that are no longer true due to the passage of time.

(viii) The City has completed the information set forth in Appendix D attached to the Installment Sale Agreement.

The City and the Assignee hereby acknowledge and agree that all Advances made hereunder shall be a SOFR Rate Advance unless and until a Benchmark Transition Event has occurred.

Dated: \_\_\_\_\_

**CITY OF SANTA CLARA**, as Agent of the  
Corporation

By: \_\_\_\_\_  
Name:  
Title:

Acknowledged and Accepted:

**JPMORGAN CHASE BANK, N.A.**

By: \_\_\_\_\_  
Name:  
Title:



## Agenda Report

23-188

Agenda Date: 3/21/2023

### REPORT TO COUNCIL

#### SUBJECT

Action on a Resolution Acknowledging Receipt by City Council of a State-Mandated Compliance Report on Required Annual Fire Inspections of Certain Occupancies

#### COUNCIL PILLAR

Deliver and Enhance High Quality Efficient Services and Infrastructure

#### BACKGROUND

Senate Bill (SB) 1205, which became effective in September 2018, enhanced an existing law that required every city fire department, county fire department or district providing fire protection services to annually inspect specific residential occupancies, including hotels, motels, boarding houses, apartment houses, fraternities, sororities, congregate residences, and similar, for compliance with building standards within the jurisdiction (HSC §13146.2). Existing law also requires annual inspection of every building used as a K-12th grade public or private school within the jurisdiction (HSC §13146.3). SB 1205 creates a new mandatory process whereby fire departments present an annual report to their governing authority regarding compliance with safety inspection requirements. SB 1205 further requires the governing authority to acknowledge receipt of the report via resolution or other similar formal document. For calendar year 2022, there were 1,254 occupancies required to be inspected under the current state regulations within the City of Santa Clara.

#### DISCUSSION

Senate Bill 1205 requires an inspection status report to be given to Council during its annual budget discussions (or at another time determined by Council), and that Council acknowledge receipt of the report in the manner described above.

The Fire Department is pleased to report 100% completion of the 46 public and private schools, and 94.8% of the 1,208 residential occupancy inspections required in calendar year 2022 (see table below). For calendar year 2022, the 5.2% (63 occupancies) not inspected, were subsequently inspected as of the date of this report.

#### 2022 Inspection Status Report Data

Occupancy Type	Inspections Required	Inspections Performed	% Complete
Public and Private Schools	46	46	100.0%
Residential R-1, R-2, R2.1, R-4 (see Attachment Appendix A - Occupancy Type Definitions for definitions)	1,208	1,145	94.8%



### 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

Revenues and related expenditures are currently budgeted in the Fire Department’s Operating Budget in the General Fund, with no additional impacts. The Department collects inspection fees for these services, as approved by Council, to help offset the program’s expenditures.

### COORDINATION

This report has been coordinated with the Finance Department, City Attorney’s Office and the 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) <<mailto:clerk@santaclaraca.gov>> or at the public information desk at any City of Santa Clara public library.

### RECOMMENDATION

Adopt a Resolution acknowledging receipt of a report made by the Fire Chief of the Santa Clara Fire Department regarding the inspection of certain occupancies requiring annual inspections in such occupancies pursuant to sections 13146.2 and 13146.3 of the California Health and Safety Code.

Reviewed by: Ruben Torres, Fire Chief

Approved by: Office of the City Manager

### ATTACHMENTS

1. SB 1205 Resolution
2. SB 1205 (HSC 13146.4)
3. Appendix A - Occupancy Type Definitions

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY OF SANTA CLARA, CALIFORNIA  
ACKNOWLEDGING RECEIPT OF A REPORT FROM THE FIRE  
CHIEF OF THE SANTA CLARA FIRE DEPARTMENT  
REGARDING THE INSPECTION OF CERTAIN OCCUPANCIES  
REQUIRING ANNUAL INSPECTIONS PURSUANT TO SECTIONS  
13146.2 AND 13146.3 OF THE CALIFORNIA HEALTH AND  
SAFETY CODE.**

**BE IT RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:**

**WHEREAS**, California Health & Safety Code Section 13146.4 was added in 2018, and became effective on September 27, 2018; and;

**WHEREAS**, California Health & Safety Code Sections 13146.2 and 13146.3 requires all fire departments, including the Santa Clara Fire Department, that provide fire protection services to perform annual inspections in every building used as a public or private school, hotel, motel, lodging house, apartment house, and certain residential care facilities for compliance with building standards, as provided; and,

**WHEREAS**, California Health & Safety Code Section 13146.4 requires all fire departments, including the Santa Clara Fire Department, that provide fire protection services to report annually to its administering authority on its compliance with Sections 13146.2 and 13146.3; and,

**WHEREAS**, the City Council intends this Resolution to fulfill the requirements of the California Health & Safety Code regarding acknowledgment of the Santa Clara Fire Department's compliance with California Health and Safety Code Sections 13146.2 and 13146.3.

**NOW THEREFORE, BE IT FURTHER RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:**

1. That said Council expressly acknowledges the measure of compliance of the Santa Clara Fire Department with California Health and Safety Code Sections 13146.2 and 13146.3 in the area encompassed by the City, as follows:

A. EDUCATIONAL GROUP E OCCUPANCIES:

Educational Group E occupancies are generally those public and private schools, used by more than six persons at any one time for educational purposes through the 12th grade. Within the City, there lie 46 Group E occupancies, buildings, structures and/or facilities.

During calendar year 2022, the Santa Clara Fire Department completed the annual inspection of 46 Group E occupancies, buildings, structures and/or facilities. This is a compliance rate of 100.0% for this reporting period.

**B. RESIDENTIAL GROUP R OCCUPANCIES:**

Residential Group R occupancies, for the purposes of this resolution, are generally those occupancies containing sleeping units, and include hotels, motels, apartments (three units or more), etc. as well as mandated residential care facilities. These residential care facilities have several different sub-classifications, and they may contain residents or clients that have a range of needs, including those related to custodial care, mobility impairments, cognitive disabilities, etc. The residents may also be non-ambulatory or bedridden. Within the City, there lie 1,208 Group R (and their associated sub-categories) occupancies of this nature.

During calendar year 2022, the Santa Clara Fire Department completed the annual inspection of 1,145 Group R occupancies, buildings, structures and/or facilities. This is a compliance rate of 94.8 % for this reporting period.

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 \_\_\_\_\_, 2023, 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

## Senate Bill No. 1205

### CHAPTER 854

An act to add Section 13146.4 to the Health and Safety Code, relating to fire protection.

[Approved by Governor September 27, 2018. Filed with  
Secretary of State September 27, 2018.]

#### legislative counsel's digest

SB 1205, Hill. Fire protection services: inspections: compliance reporting.

Existing law requires the chief of any city or county fire department or district providing fire protection services and his or her authorized representatives to inspect every building used as a public or private school within his or her jurisdiction, for the purpose of enforcing specified building standards, not less than once each year, as provided. Existing law requires every city or county fire department or district providing fire protection services that is required to enforce specified building standards to annually inspect certain structures, including hotels, motels, lodging houses, and apartment houses, for compliance with building standards, as provided.

This bill would require every city or county fire department, city and county fire department, or district required to perform the above-described inspections to report annually to its administering authority, as defined, on the department's or district's compliance with the above-described inspection requirements, as provided. The bill would require the administering authority to acknowledge receipt of the report in a resolution or a similar formal document. To the extent this bill would expand the responsibility of a local agency, the bill would create a state-mandated local program.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that, if the Commission on State Mandates determines that the bill contains costs mandated by the state, reimbursement for those costs shall be made pursuant to the statutory provisions noted above.

*The people of the State of California do enact as follows:*

SECTION 1. Section 13146.4 is added to the Health and Safety Code, to read:

13146.4. (a) Every city or county fire department, city and county fire department, or district required to perform an annual inspection pursuant

to Sections 13146.2 and 13146.3 shall report annually to its administering authority on its compliance with Sections 13146.2 and 13146.3.

(b) The report made pursuant to subdivision (a) shall occur when the administering authority discusses its annual budget, or at another time determined by the administering authority.

(c) The administering authority shall acknowledge receipt of the report made pursuant to subdivision (a) in a resolution or a similar formal document.

(d) For purposes of this section, “administering authority” means a city council, county board of supervisors, or district board, as the case may be.

SEC. 2. If the Commission on State Mandates determines that this act contains costs mandated by the state, reimbursement to local agencies and school districts for those costs shall be made pursuant to Part 7 (commencing with Section 17500) of Division 4 of Title 2 of the Government Code.

## Appendix A

### Occupancy Classification and Use Definitions (2019 California Building Code)

Occupancy Type	Definition
Educational Group E	Occupancy includes, among others, the use of a building or structure, or a portion thereof, by more than six persons at any one time for educational purposes through the 12 <sup>th</sup> grade.
Residential Group R-1	Residential occupancies containing sleeping units where the occupants are primarily transient in nature such as hotels, motels, and boarding houses (with more than 10 occupants).
Residential Group R-2	Residential occupancies containing sleeping units or more than two dwelling units where the occupants are primarily permanent in nature such as apartment houses, boarding houses (with more than 16 occupants), convents and monasteries, dormitories, and fraternities and sororities.
Residential Group R-2.1	Buildings, structures or parts thereof housing clients, on a 24-hour basis, who because of age, mental disability or other reasons, live in a supervised residential environment that provides personal care services such as residential care facilities, group homes, and halfway houses. This occupancy may contain more than six non-ambulatory and/or bedridden clients.
Residential Group R-4	Residential Group R-4 occupancies shall include buildings, structures or portions thereof for more than six ambulatory clients, but not more than 16 persons, excluding staff, who reside on a 24-hour basis in a supervised residential environment and receive custodial care, such as residential care facilities, group homes, and halfway houses.



## Agenda Report

23-99

Agenda Date: 3/21/2023

### REPORT TO COUNCIL

#### SUBJECT

Informational Report on Traffic Calming Study Criteria Related to 85th Percentile Speed and Traffic Volumes

#### COUNCIL PILLAR

Deliver and Enhance High Quality Efficient Services and Infrastructure

#### BACKGROUND

On June 17, 2022, the City Clerk's Office received a written petition from a resident requesting traffic calming measures on Cabrillo Avenue between Lawrence Expressway and Nobili Avenue. At the October 4, 2022 City Council meeting, staff provided an update on the written petition and during Council discussion on the item, staff was directed to return to Council with additional information on the specific criteria required for Level 2 and Level 3 Traffic Calming Measures per the City's Neighborhood Traffic Calming Program. Specifically, Council wanted additional information about the 1) 85th percentile speed and 2) traffic volumes.

This report will provide background information on the City's Neighborhood Traffic Calming Program (Overview, Level 2 and Level 3 Criteria), information about the 85th percentile speed and traffic volume criteria, and a broad comparison of these criteria compared to other neighboring local jurisdictions.

Neighborhood Traffic Calming Program Overview: Staff analyzes traffic calming requests and recommendations in accordance with the City Council approved Neighborhood Traffic Calming Program (NTCP). The NTCP was established to address and resolve local neighborhood traffic concerns in a systematic manner. The NTCP guidelines (Attachment 1) are utilized by staff when analyzing traffic calming requests submitted by residents. Traffic calming requests and concerns can vary significantly and the NTCP offers three levels of traffic calming measures (i.e. improvements), which are dependent on the results of studies, data collection and analysis.

- *Level 1:* Education, public involvement, enforcement efforts, signing, striping, parking controls, and use of the City's speed radar trailer.
- *Level 2:* Alterations of the neighborhood street which can include chokers, chicanes, gateways, and rumble strips to deter or prohibit a specific action.
- *Level 3:* Measures similar to Level 2 that may alter neighborhood streets, but these measures may also affect overall neighborhood access and require coordination for emergency response. Examples of Level 3 measures include speed humps, traffic circles, median barriers, forced turn channelization, and diagonal diverters.



NTCP Level 2/Level 3 Criteria: Within the NTCP are specific criteria for installation of Level 2 and 3 measures or devices. The full list is provided as Attachment 2 and below is a summary of key criteria:

- The street shall be a two-lane local residential street where the primary function is to provide access to abutting residences. At least 75 percent of street section must be developed residentially, where schools and parks qualify as residential units.
- The speed limit shall be 25 miles per hour or less.
- Traffic volumes shall be greater than 1,000 and less than 3,500 vehicles per day.
- 85th percentile speed exceeds 33 miles per hour on 25 mile per hour streets.
- Installation on a primary emergency response route and/or transit route will NOT be permitted.
- Installation will NOT be permitted where substantial diversions of traffic to other local streets may occur, i.e. move the displaced traffic onto adjacent residential streets.
- At least 70 percent of the impacted residents and 100 percent of residents within 100 feet of the proposed device location shall support the installation.

### DISCUSSION

Council requested more information about two specific criteria (85th percentile speed and traffic volume) related to allowing Level 2 and/or Level 3 traffic calming measures per the NTCP.

**85th Percentile Speed:** One of the criteria for installation of Level 2 and Level 3 traffic calming measures is that “The 85th percentile speed shall exceed 33 miles per hour on 25 miles per hour streets.”

The 85th percentile speed is a metric that is a traffic engineering industry standard used primarily to set speed limits on public roadways. It is calculated by using speed data and determining the speed that 85 percent of drivers are traveling at or below. As an example, if speed data is collected for 100 vehicles on a given roadway and 85 percent of drivers (85 drivers) are traveling at 30 miles per hour or less, the 85th percentile speed is 30 miles per hour. Specifically, for the NTCP, the 85th percentile speed should be above 33 miles per hour to meet the criteria for a Level 2 or 3 traffic calming measure.

**Traffic Volumes:** An additional criterion in the NTCP for the installation of Level 2 and Level 3 traffic calming measures is that “Traffic volumes shall be greater than 1,000 and less than 3,500 vehicles per day.”

In other words, when traffic volume data is collected for a given roadway, only roadways that have traffic volumes between 1,000 to 3,500 vehicles per day are eligible for Level 2 and Level 3 traffic calming measures. The intent behind setting these values is to limit the amount of Level 2 and Level 3 traffic calming measures on residential roadways to those with moderate traffic levels (between 1,000 - 3,500 vehicles per day). It is important to note that Level 2 and Level 3 traffic calming measures require funding for construction and maintenance and can increase vehicle congestion and delays if allowed on roadways with significant traffic volumes (i.e. traffic volumes greater than 3,500 vehicles per day).

**Comparison to Other Local Jurisdictions:** Attachment 3 provides information related to the traffic calming programs in Sunnyvale, Mountain View, San Jose, Palo Alto, and San Mateo to provide a comparison with the City's NTCP 85th percentile speed and traffic volume criteria. While all traffic calming programs have criteria that vary slightly, Santa Clara's criteria related to speed and traffic

volume is comparable to other local jurisdictions.

Included with the Adopted Biennial Capital Improvement Program Budget there is proposed funding in Fiscal Year 2025-2026 in the Streets and Highways Fund, Neighborhood Traffic Calming project which may be used to begin a review and update to the NTCP which includes an evaluation of the current NTCP, research into other jurisdictions traffic calming programs, and best practices, etc.

#### 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 an administrative activity that will not result in direct or indirect physical changes to the environment.

#### FISCAL IMPACT

There is no fiscal impact to the City other than administrative staff time and expense.

#### COORDINATION

This report has been 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) <<mailto:clerk@santaclaraca.gov>> or at the public information desk at any City of Santa Clara public library.

#### RECOMMENDATION

Note and File the Informational Report on Traffic Calming Study Criteria Related to 85th Percentile Speed and Traffic Volumes

Reviewed by: Craig Mobeck, Director of Public Works

Approved by: Office of the City Manager

#### ATTACHMENTS

1. Neighborhood Traffic Calming Program Guidelines
2. Criteria for Installation of Level 2 and 3 Devices
3. Traffic Calming Program Comparison

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# NEIGHBORHOOD TRAFFIC CALMING PROGRAM

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City of Santa Clara  
Department of Public Works



April 1999

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## INTRODUCTION

The Neighborhood Traffic Calming Program (NTCP) was established by the City of Santa Clara to address and resolve local neighborhood traffic concerns and quality of life issues. The NTCP expands the City's current approach to mitigate the neighborhood concerns in a systematic and efficient manner. The program provides outlines of the broad range of possible solutions to the problem(s). The program is based upon the techniques that are being utilized by surrounding cities in the South Bay. In developing the program, City staff reviewed the traffic calming programs of these cities and evaluated their full impacts as well as the relevant experience of each city.

The process begins with the resident reviewing the NTCP guidelines, identifying the problem, and then forwarding the concern to the Traffic Engineering Division staff:

CITY OF SANTA CLARA  
Attn: City Traffic Engineer  
1500 Warburton Avenue  
Santa Clara, CA 95050

Telephone Number: (408) 261-5200  
Fax Number: (408) 985-7936

## **Purpose**

The City periodically receives through the various City departments public concerns about excessive vehicle speeding and high cut-through traffic on neighborhood streets in the City. In many instances, when motorists are faced with a congested arterial route choose to use non-arterial streets on neighborhood streets. This consequently has led to an increase in demand from residents for traffic calming devices to be installed in their neighborhood streets to mitigate the subsequent traffic problems that are either real or perceived.

In reaction to these concerns as well as the desires of the City to provide its residents with a methodical approach to managing and quickly respond to these concerns, the City Manager was requested to develop a comprehensive Neighborhood Traffic Calming Program (NTCP). This program is not intended to replace but rather to supplement current City practices.

"Neighborhood Traffic Calming" expresses the sentiments of residents who wish to maintain peaceful and people-friendly streets within their neighborhoods by either minimizing or eliminating the undesirable impacts caused by the motoring public. While all streets are public property, residents have particular concerns about streets in their neighborhoods. The City understands the concerns residents may have regarding their neighborhood streets and supports the residents in taking a special interest. As such, the NTCP aims to facilitate the maintenance and enhancement of elements characteristic of livable communities, which include elements supporting security and safety of all residents and visitors, the sense of home and privacy, and the feeling of community identification.

The City believes this program will provide a framework which can be consistently applied in addressing a myriad of traffic safety concerns as well as quality of life issues as they are encountered by residents and the City. These concerns include limited sight distance, on-street parking, pedestrian and bicyclists safety, right-of-way control, high incidence of accidents, excessive vehicle volumes and excessive speeding. The program is designed, however, to be flexible enough to respond to case-by-case situations and to be amended as necessary. Furthermore, the traffic calming measures included as part of the NTCP should be implemented only to address documented safety or traffic concerns supported by traffic engineering studies. All implementations shall adhere to the guidelines provided in this report unless decided otherwise by the City Traffic Engineer

**Has your neighborhood experienced any of the following problems:**

- ☐ Limited sight distance – vegetation and parked vehicles.
- ☐ Concern for pedestrian safety.
- ☐ Parking control and prohibition.
- ☐ Right-of-way traffic control at intersections.
- ☐ High incidence of accidents.
- ☐ Excessive vehicle volumes.
- ☐ Excessive speeding.

## **Here are some of the solutions for the problems identified:**

### **□ Limited sight distance – vegetation and parked vehicles.**

#### **What can be done about sight obstructions or restrictions?**

- When foliage is the culprit in compromising sight visibility, City forces will either trim or remove the shrub or tree. When the tree is within the resident's property, the City will notify the resident of his/her responsibility to correct the problem.
- When parked vehicles or other obstructions are causing a sight restriction preventing motorists from seeing approaching vehicles, the City Council can authorize the City Traffic Engineer to prohibit parking of vehicles, garbage bins, storage bins, or any other obstruction to provide all road users with adequate sight distance.

### **□ Concern for pedestrian and bicyclist safety.**

#### **How can the City help provide a safe environment for pedestrians?**

- Police Department conducts pedestrian and bicycle school safety programs (on request). These programs alert and educate pedestrians and bicyclists to potential safety hazards.
- Suggested safe route to school programs. Through cooperative efforts between the City, School Districts, and parents a safe route to and from school can be determined.
- Traffic control tools are available that can assist pedestrians and bicyclists in negotiating street facilities. When warranted marked crosswalks, adult crossing guards, flashing beacons, stop signs, traffic signals, detector loops, pedestrian push buttons, etc. can be used.
- When warranted the construction of sidewalks will provide a path for pedestrians to separate them from vehicles, reducing the potential for conflicts.
- When warranted and when there is sufficient right-of-way, bicycle lanes and bicycle paths can improve the comfort and safety of bicyclists.



## ❑ **Parking control and prohibition.**

### **How can street parking be controlled?**

- Time limit parking. When all day parking interferes with reasonable time usage, time limits can be established in order to provide available parking for all motorists.
- Parking prohibition. When vehicles parking or stopping cause a sight visibility or roadway obstruction, parking prohibition can help to improve visibility and facilitate vehicle movements.
- Preferential parking permit program for residential areas. When allowing all day parking on neighborhood streets become a burden and those who are parking are non-residents (businesses, schools, etc.) parking limit can be established that would allow residents to obtain residential parking permits (administered by Police Department).
- Traffic enforcement. When motorists are seen not observing traffic controls or regulations the Santa Clara Police Department will schedule selective enforcement.

## ❑ **Right of way control at the intersection.**

### **What tools are available that can help assign the right-of-way?**

- Marked crosswalks. They are intended to alert drivers to locations where they need to watch carefully for pedestrians. Also, crosswalks mark the best or preferred location where pedestrians should cross the street.
- Adult school crossing guards. Police Department trained adults watch traffic flow, wait for an appropriate gap between vehicles and lead groups of children promptly across a street.
- Turn prohibition signs. Where vehicle turning movements are determined to be hazardous specific turning prohibitions can be implemented.
- Raised curb medians. These are physical features used as street median barriers to prevent left turns and improve main street traffic flow.
- Semi-diverter (half-closures). Physical structure(s) serving as barriers to prevent access onto local streets by through traffic.

- Traffic chokers. These are geometrically designed features that physically narrow the street, reducing the distance for pedestrians when crossing the street.
- Stop signs. These assign the vehicular and pedestrian right-of-way at intersections.
- Traffic signals. Electronic traffic control that assigns vehicular and pedestrian right-of-way at intersections. In addition they facilitate traffic flow through the intersection.

#### □ **High incidence of accidents.**

Depending on the location of reported accidents, some of the solutions that Traffic Engineers have to reduce the number of accidents are the following:

- Speed limit or warning signs. Regulatory signs will inform motorists of the vehicle speeds they are expected to travel and warning signs will alert them to unexpected road conditions.
- Right-of-way control assignments. Where traffic accidents, vehicular volumes, and time delays are substantial, traffic controls like stop signs and traffic signal can help to provide adequate time gaps to enter the intersection.
- Road improvements. When warranted the types of road improvements possible are: sidewalks, street lights, street width modification, etc.
- Request for increased Santa Clara Police Department Traffic Enforcement. Selective enforcement provides an education opportunity by adding emphasis on observing the rules of the road.
- Traffic Engineering Studies and Observations. Traffic volume, speed, roadway, and accident studies can be conducted to assess the nature and extent of the problem. Roadway conditions such as sight distances, pavement conditions, traffic signing, pavement markings, and roadway geometry are reviewed to determine the effect they have on the driving conditions. The findings from these studies can be used to help in lessening the traffic concern by either improving the situation or by demonstrating the situation is not as adverse as perceived.
- Installation of striping, stop signs, additional and larger speed limit signs, and "25" pavement messages. These are recommended as treatments to increase the motorist's awareness and other driving conditions by highlighting various areas of the roadway.

❑ **Excessive vehicle volumes.**

**What types of traffic control tools are available to reduce vehicle volumes?**

- Turn prohibition signs. The success of these regulatory signs will depend on their general acceptance by motorists. When posted, they will prohibit specific turning movements.
- Raised curb medians and forced-turn channelization. These are permanent physical features used as street median barrier or at intersections to prevent through traffic from making turning movements onto local neighborhood streets.
- Semi-diverters (half-closures). These are permanent physical structure(s), serving as barriers to prevent access onto local streets by through traffic.
- Diagonal diverters. These are permanent physical barriers that are placed diagonally across the intersections to re-direct through traffic away from local neighborhoods.
- Cul-de-sac. A complete physical barrier blocking through traffic.

❑ **Excessive speeding.**

**How can it be controlled?**

- Speed limit signs and "25" pavement messages. Either used separately or as a combination, they are one of the most cost effective measures in increasing the awareness of motorists traveling through a neighborhood street. These two devices do not have glaring negative impacts as far as air quality, emergency response time, maintenance, and liability exposure are concerned.
- When warranted geometrically designed features or barriers can be used, such as speed humps and traffic circles to reduce vehicle speeds on local neighborhood streets.

**How can the posted speed limit be enforced or monitored?**

- Radar Speed Trailer. The deployment of the radar speed trailer is coordinated by the Police Department. It is primarily used as an educational tool. The primary intent of the radar speed trailer is to remind motorists of the prevailing speed limit and the need to check their speedometer on a more frequent basis. It is important to note that the trailer is not an enforcement device.

- Increased Police Enforcement. Police enforcement has proven, over the years, to be the most effective and successful technique in reducing speeds within a residential area. Police presence alone would increase safety awareness in residential streets. Unlike other costly traffic measures, police enforcement has the distinct advantage of impacting offending drivers without affecting the convenience or mobility of motorists who obey the rules of the road. The speeding pattern sometimes crop up again when enforcement activity is not periodically resumed. Due to various City-wide needs and the amount of traffic movement within the City, particularly during commute hours, the Police Department cannot always provide the desired amount and frequency of enforcement residents would like. Without regular periodic enforcement, long-term benefits of speed reduction may be diminished.

## **Traffic Management Strategies**

Traffic calming options to address residential traffic concerns can generally be categorized as follows:

1. Meeting with and educating residents to better understand the nature and extent of traffic problem(s). A discussion of potential solutions to those problems often brings to light the likely benefits and potential impacts.
2. Enforcing general laws and ordinances pertaining to speed limits, turning restrictions, intersection control and parking regulations. This may entail the establishment or revision of City ordinances.
3. Utilizing traffic control devices that provide specific regulatory, warning or guide messages to pedestrians, bicyclists, motorists and all users of the roadway.
4. Neighborhood meetings and installing physical geometric design features that influence or direct the movement of vehicles, bicyclists or pedestrians within the neighborhood streets. In general, these designs cause either vertical or lateral modifications to achieve their objectives. Only when the methods in items 1, 2 and 3 have proven ineffective should these measures be utilized in addressing residential concerns.

As stated, the NTCP is intended to expand the City's current practices to mitigate cut-through traffic, speeding and other traffic-related problems in residential neighborhoods. In line with the management strategies above, traffic calming options available through the NTCP are generally classified under one of the following three categories:

- **Level 1** -- These measures are generally comprised of studies, data collection efforts, observations, education, public involvement, enforcement efforts, new striping, new signage, parking controls and the use of the speed radar trailer (see categories 1-3 above). These measures are sometimes referred to as passive controls.
- **Level 2** -- These measures include neighborhood meetings and generally require the alteration of the physical configuration of neighborhood streets (see category 4 above). These measures are sometimes referred to as physical controls and common characteristics are that by their physical form they force or prohibit a specific action. These features are largely self-enforcing and create a visual impression that a street is not intended for through traffic. Level 2 treatments include neighborhood meetings, chokers, chicanes, gateways and rumble strips. While Level 2 measures may possibly negatively impact emergency response times of service vehicles, sound engineering and design in coordination with emergency service departments can reduce the impacts to a minimum.

- **Level 3 --** Level 3 measures are similar to Level 2 measures in that they require alteration of the physical configuration of neighborhood streets and force or prohibit a specific action, however, the intrinsic features of Level 3 measures critically affect neighborhood access and emergency response. Level 3 treatments include speed humps, traffic circles, median barriers, forced turn channelization, diagonal diverters and cul-de-sacs. **Because emergency response routes (see pages 15 and 16) are part of vital routes in providing life-saving services to all City citizens and visitors, they will not be eligible to receive Level 3 treatments.**

**Table 1**

**Level 1 Neighborhood Traffic Calming Options**

	Traffic Calming Measure	Speed Reduction	Volume Reduction Traffic Diversion	Noise Increase	Loss of On-Street Parking	Access Restriction	Bus Route and Emergency Vehicle Response Impacts	Increase in Street Maintenance	Estimated Installation Cost
1	Increased Police Enforcement	Yes	Possible	No Change	None	None	None	No	
2	Special Neighborhood Signs	Possible	No	No Change	None	None	None	No	\$50 per sign
3	Speed Limit Signs and Pavement Messages	Possible	No	No Change	None	None	None	No	\$50 per sign
4	Speed Radar Trailer	Yes	No	No Change	None	None	None	No	
5	Striping Narrower Lanes	Yes	Possible	No Change	None	None	None	Yes	\$1,000 per lane mile
6	Higher Visibility Crosswalks	Possible	No	No Change	None	None	None	Yes	\$1,000 per crosswalk
7	Stop Signs	Possible	No	Increase	None	None	None	No	\$1000 per set
8	Turn Restriction Signs	Possible	Yes	Yes	None	Yes	None	No	\$50 per sign

**Table 2**

**Level 2 and Level 3 Neighborhood Traffic Calming Options**

**A) LEVEL 2**

	Traffic Calming Measure	Speed Reduction	Volume Reduction Traffic Diversion	Noise Increase	Loss of On-Street Parking	Access Restriction	Bus Route and Emergency Vehicle Response Impacts	Increase in Street Maintenance	Estimated Installation Cost
1	Neighborhood Meetings	Possible	Possible	No Change	None	None	None	No	
2	Chokers	Yes	Possible	No Change	Yes	None	Yes	No	\$5,000-\$40,000 per set
3	Chicanes	Yes	Possible	Increase Possible	Yes	None	Yes	Possible	\$50,000-\$75,000 or more
4	Gateways	Yes	Possible	Decrease	None	Yes	Yes	No	\$5,000-\$20,000
5	Rumble Strips	Yes	Possible	Yes (High)	None	None	None	Yes	\$500

**B) LEVEL 3**

	Traffic Calming Measure	Speed Reduction	Volume Reduction Traffic Diversion	Noise Increase	Loss of On-Street Parking	Access Restriction	Bus Route and Emergency Vehicle Response Impacts	Increase in Street Maintenance	Estimated Installation Cost
1	Neighborhood Meetings	Possible	Possible	No Change	None	None	None	No	
2	Speed Humps	Yes	Yes	Increase	Yes	None	Yes	Yes	\$2,000-\$4,000 per hump
3	Traffic Circles	Yes	Possible	No Change	Yes	None	Yes	Yes	\$5,000-\$20,000
4	Median Barrier	Possible	Yes	Decrease	None	Right Turn Only	Yes	No	\$5,000-\$20,000 per block
5	Intersection Channelization	Yes	Possible	No	Yes	None	Yes	Possible	\$30,000
6	Diagonal Diverter	Yes	Yes	Decrease	Possible	Left or Right Turn Only	Yes	No	\$10,000-\$15,000
7	Cul-De-Sac (Dead end)	Yes	Yes	Decrease	Yes	Total	Yes	No	\$50,000



## Impacts of Traffic Calming Measures

While Level 2 and Level 3 options have the potential to achieve the desired results, they can also present significant problems that compound the initial concern of the resident. From the resident's point of view, the benefits are quite often obvious while the shortcomings may be less apparent. There are different types of traffic calming devices and measures, and their impacts will vary depending on the application and the existing roadway conditions. In recommending the use of Level 2 and Level 3 calming measures, it will be the City's policy to proceed with caution and to fully investigate potential problems associated with their implementation.

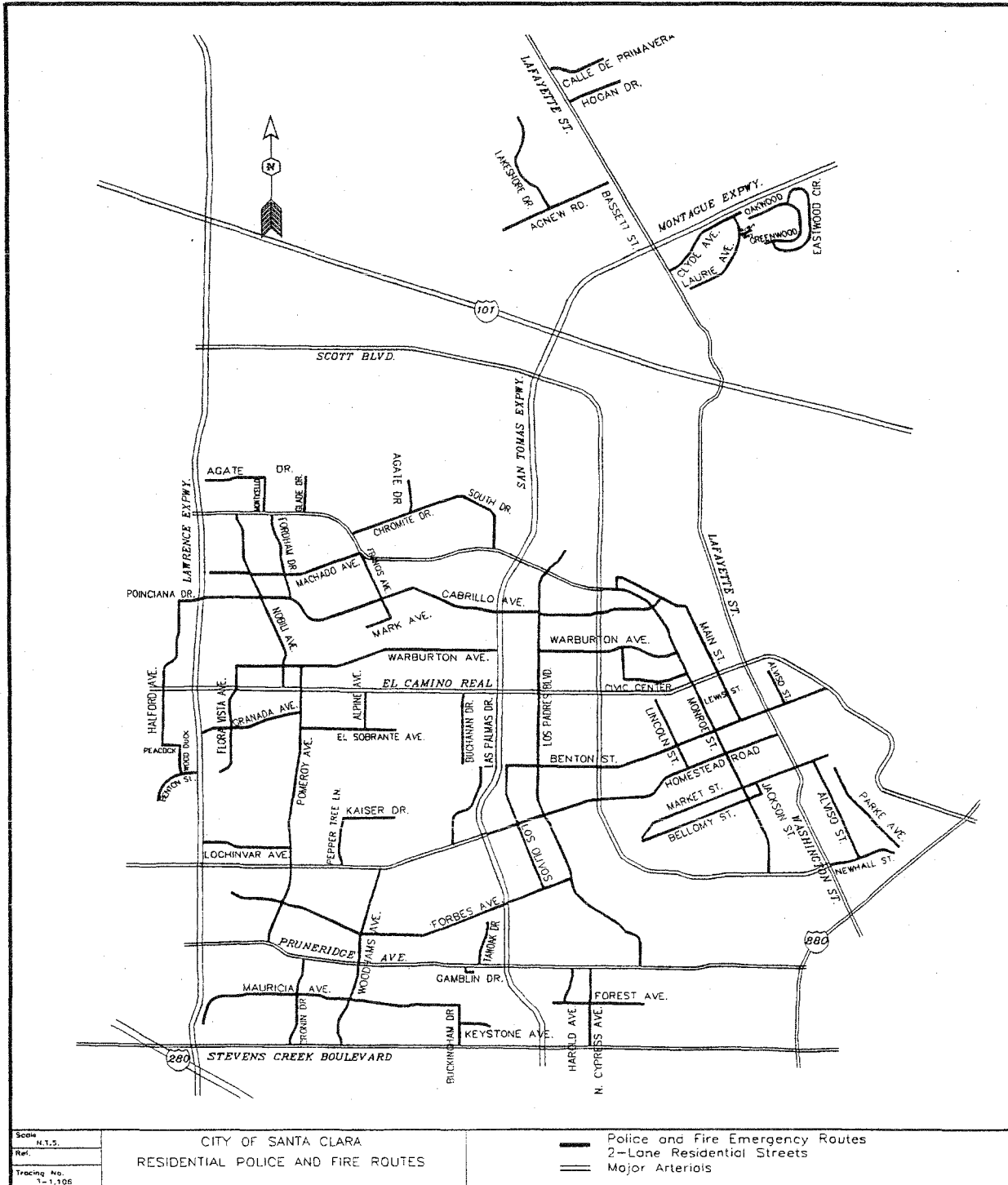
In order to determine the suitability of traffic calming devices for remedying residential traffic problems, it is first important to quantify the problem to determine the nature and extent of the problem(s) to be solved. Each problem should be handled on a case-by-case basis and described qualitatively as well. Also, the real problem, not just the perceived concern, must be identified to ensure the solution achieves the desired result.

The experiences of other jurisdictions illustrate that negative impacts must be identified and then weighed against the benefits of the proposed traffic calming method. Furthermore, delays to services including transit, police, fire, ambulance, waste collection, and street cleaning can have adverse implications, resulting in a compromise to neighborhood safety and livability. Traffic calming measures and devices should be applied only where sound engineering judgement justify their use. The City, however, shall strive for a balance between responsive customer service and sound engineering judgement in dealing with residential requests for Level 2 or Level 3 traffic calming devices and measures.

The emergency response route table and map in the following pages show the residential streets that are highly utilized by the Police and Fire Department. **Because these streets are part of vital routes in providing life-saving services to all City citizens and visitors, they will not be eligible to receive Level 3 treatments.** These emergency response routes, however, are eligible for Level 2 treatments. Like Level 3 devices, Level 2 devices have a negative impact on the response times of emergency vehicles/units, but to a lesser degree.

**Figure 1**

**Police and Fire Emergency Response Routes  
Two-Lane Residential Streets**



**Table 3**

**Police and Fire Emergency Response Routes  
Two-Lane Residential Streets**

STREET	LIMITS		
	ENTIRE LENGTH	FROM	TO
Agate Drive		French Street	Monticello Way
Agate Drive		Chromite Drive	700' North of Chromite Dr.
Agnew Road		Calabazas Creek	Lafayette Street
Alpine Avenue	X		
Alviso Street		Benton Street	Lewis Street
Alviso Street		Market Street	Newhall Street
Argus Way	X		
Belomy Street		Saratoga Avenue	Jackson Street
Benton Street		Wood Duck Avenue	Lawrence Expwy.
Benton Street		Los Olivos Drive	El Camino Real
Buchanan Drive		Benton Street	El Camino Real
Buckingham Drive		Stevens Creek Blvd.	Mauricia Avenue
Cabrillo Avenue		Lawrence Expwy.	Main Street
Calle De Primavera	X		
Chromite Drive	X		
Clyde Avenue	X		
Civic Center Drive		Warburton Avenue	Monroe Street
Cronin Drive		Stevens Creek Blvd.	Pruneridge Avenue
Cypress Avenue		Stevens Creek Blvd.	Pruneridge Avenue
Eastwood Circle	X		
El Sobrante Avenue	X		
Flora Vista Avenue		Benton Street	Warburton Avenue
Forbes Avenue		Harvard Avenue	Los Padres Blvd.
Fordham Drive		Cabrillo Avenue	Monroe Street
Forest Avenue		Brookside Avenue	Henry Avenue
Francis Avenue	X		
Gamblin Drive		Pruneridge Avenue	Fontana Drive
Glade Drive	X		
Granada Avenue		Lawrence Expwy.	Pomeroy Avenue
Greenwood Drive	X		
Halford Avenue	X		
Harold Avenue		Forest Avenue	Pruneridge Avenue
Hogan Drive	X		
Homestead Road		San Tomas Expwy.	Lafayette Street

**Table 3 (Continued)**

**Police and Fire Emergency Response Routes  
Two-Lane Residential Streets**

STREET	LIMITS		
	ENTIRE LENGTH	FROM	TO
Jackson Street		Bellomy Street	Market Street
Kaiser Drive	X		
Keystone Avenue		Buckingham Drive	Saratoga Avenue
Lakeshore Drive	X		
Las Palmas Drive		Homstead Road	Benton Street
Laurie Avnue	X		
Lincoln Street		Homstead Road	El Camino Real
Lochinvar Avenue	X		
Los Olivos Drive	X		
Los Padres Blvd.	X		
Machado Avenue		Del Monte Avenue	Monroe Street
Main Street		Sahara Way	Benton Street
Mark Avenue		Santa Cruz Avenue	Francis Avenue
Market Street		Saratoga Avenue	The Alameda
Mauricia Avenue	X		
Monroe Street		Scott Boulevard	Newhall Street
Monticello Way	X		
Newhall Street		Washington Street	East City Limits
Nobili Avenue		El Camino Real	Monroe Street
Oakwood Drive	X		
Park Avenue		Bellomy Street	East City Limits
Peacock Avenue	X		
Pepper Tree Lane		Homstead Road	Kaiser Drive
Poinciana Drive		Halford Avenue	Lawrence Expwy.
Pomeroy Avenue		Pruneridge Avenue	Warburton Avenue
Sahara Way		Monroe Street	Main Street
South Drive	X		
Tan Oak Drive	X		
Warburton Avenue		Flora Vista Avenue	Laine Avenue
Warburton Avenue		Los Padres Blvd.	Monroe Street
Wood Duck Avenue		Benton Street	Peacock Avenue
Woodhams Road	X		

## **Procedure for the Evaluation of Requests**

1. Citizens shall submit a request for implementation of traffic calming measures in writing to the following:

City of Santa Clara  
Traffic Engineering Division  
1500 Warburton Avenue  
Santa Clara, CA 95050

2. Initial steps will be to consider and determine the effectiveness and feasibility of Level 1 Traffic Calming measures in mitigating the concern(s). The City Traffic Engineer will work directly with citizens to develop solutions involving Level 1 treatments.
3. Should Level 1 treatments prove unsatisfactory in resolving the concern, Level 2 and Level 3 treatments will then be considered. A neighborhood meeting will be scheduled to allow residents of the impacted neighborhood to express their concerns. The meeting will be conducted to identify the issue(s) of concern and to arrive at a feasible solution. A neighborhood representative or contact person shall be identified/selected at this meeting. The designated representative will be given a standard Traffic Calming Request/Petition Form and will be expected to collect all necessary signatures from residents. Also, the neighborhood representative will act as a facilitator between the neighborhood residents and the Traffic Engineering Division staff.
4. The neighborhood representative indicated above shall return the completed Request/Petition Form to the Traffic Engineering Division within 30 calendar days. All residents of the affected neighborhood are to be contacted and the petition must contain the signatures of property owners representing at least 70% of the properties that face directly on the block under consideration. There must also be 100 percent concurrence from residents within 100 feet of the proposed Level 2 or Level 3 device. A separate petition must be submitted for each block.

If the neighborhood representative cannot obtain the necessary neighborhood concurrence, Level 2 and Level 3 devices will not be used and the Traffic Engineering Division will continue to investigate the use of Level 1 treatments in mitigating the traffic concern.

Completed petitions shall be submitted to the Traffic Engineering Division at the address indicated above.

5. Once the petition is received, the Traffic Engineering Division will undertake engineering studies and will work closely with the Police and Fire Departments to determine whether or not the street in question meets the established criteria for an installation.

If the street is eligible for a Level 2 or Level 3 device, the matter will be scheduled for an upcoming City Council meeting. All residents will be notified of the proposal and will be given the opportunity to address Council. If the recommendation is denied, the Level 2 or Level 3 device will not be used and the Traffic Engineering Division will continue to investigate the use of Level 1 treatments in mitigating the traffic concern. If the recommendation is approved, on the other hand, the Level 2 or Level 3 device will be scheduled for installation.

If, on the other hand, it is determined that the street is **not** eligible for the requested Level 2 or Level 3 device, the representative will be notified in writing giving the reason why the street is not eligible. The designated neighborhood representative will be given 15 days to appeal the decision in writing to the Traffic Engineering Division. Only then will the appeal be scheduled to be heard before the City Council.

If the appeal is denied, the Level 2 or Level 3 device will not be used and the Traffic Engineering Division will continue to investigate the use of Level 1 treatments in mitigating the traffic concern. If appeal is approved, on the other hand, the device will be scheduled for installation.

6. Evaluation of Level 2 and Level 3 devices will be done on a first-come first-served basis.
7. Level 2 and Level 3 devices will only be installed in conformance with the design guidelines that have been established by the City Traffic Engineer.
8. If there is subsequently a desire by residents to remove a Level 2 or Level 3 device, it will only be considered for removal after a petition requesting removal is received by the Traffic Engineering Division from property owners representing at least 70% of the properties that face directly on the block.
9. Contracts for the installation of Level 2 or Level 3 device installations will be bid semi-annually. When funding runs out, improvements will be done after subsequent budgets are approved. All installations will be prioritized according to the priority scoring system established in this report.

# CITY OF SANTA CLARA

Traffic Engineering Division

## PETITION FOR INSTALLATION OF LEVEL 2 AND LEVEL 3 TRAFFIC CALMING DEVICES

The undersigned approve/disapprove the implementation of a traffic calming measure on the following residential street:  
on \_\_\_\_\_ between \_\_\_\_\_ and \_\_\_\_\_

The undersigned have read the Neighborhood Traffic Calming Program (NTCP) installation and removal policy and fully understand the procedures.

All persons signing this petition do hereby certify that they reside within the area impacted .

Return petition forms to:

City of Santa Clara  
Traffic Engineering Division  
1500 Warburton Avenue  
Santa Clara, Ca 95050

Contact person(s): \_\_\_\_\_ Phone No(s): \_\_\_\_\_

The contact person(s) will act as the facilitator(s) between the neighborhood residents and the Traffic Engineering Division staff. The facilitator's duties will include collection of all necessary signatures from residents.

### ONLY ONE SIGNATURE ALLOWED FOR EACH ADDRESS

Name (Please Print)	Address	Phone No.	(Signature Required) APPROVE	(Signature Required) DISAPPROVE
1.				
2.				
3.				
4.				
5.				
6.				
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10.				
11.				
12.				
13.				
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16.				
17.				
18.				
19.				
20.				

\* Level 3 devices shall not be installed on emergency response routes.

## Criteria for Installation of Level 2 and 3 Devices

The following criteria must be met for the installation of Level 2 and Level 3 devices:

1. The street shall be a two-lane local residential street where the primary function is to provide access to abutting residences. At least 75% of street section must be developed residentially, where schools and parks qualify as residential units.
2. The overall pavement shall be no more than one lane of traffic in each direction.
3. The posted speed or prima facie speed shall be 25 miles per hour or less.
4. Traffic volumes shall be greater than 1,000 and less than 3,500 vehicles per day.
5. The 85<sup>th</sup> percentile speed shall exceed 33 miles per hour on 25 miles per hour streets.
6. Installation on a primary emergency response route and/or transit route shall **NOT** be permitted.
7. At least 70% of the impacted residents and 100% of residents within 100 feet of the proposed device location shall support the installation. Furthermore, 100% of all impacted residents shall be notified of the petition. The boundaries of the affected areas as well as the identification of the impacted residents will be determined by the City Traffic Engineer.
8. Installation will not be permitted where substantial diversions of traffic to other local streets may occur, i.e. move the displaced traffic onto adjacent residential streets.
9. Devices shall be located a minimum of 5 feet from driveways, manholes, drain inlet, water valves, street monumentation, and other appurtenance.
10. Devices shall be located a minimum of 25 feet from fire hydrants.
11. Devices shall be installed only where minimum safe stopping sight distance (as defined in AASHTO's A Policy of Geometric Design of Streets) can be provided.
12. Emergency response routes (see pages 15 and 16) are not eligible for installation of Level 3 devices.



## **Additional Criteria - Installation of Speed Humps**

The following criteria must also be met for the installation of speed hump(s):

1. The street shall have adequate existing curb and gutter on each side of the street to prevent flooding in the area of the speed hump.
2. The effected street segment should be at least 600 feet in length minimum.
3. The first speed hump in a series should normally be located in a position were it can not be approached at high speed from either direction. To achieve this objective, the first hump should be located at approximately 200 feet from an intersection or a stop sign, unless decided otherwise by the City Traffic Engineer.
4. Speed humps shall not be installed within horizontal curves of less than 300 feet centerline radius, and on vertical curves with less than the minimum safe stopping sight distance. Humps shall be located on tangent rather than curve sections.
5. Speed humps should be located in line with or near residential property lines whenever possible.
6. Speed humps should be located near street lights when possible in order to illuminate speed humps for safe bicycle and pedestrian passageway at night.
7. Spacing between speed humps should be as even as possible in order to produce a relatively uniform speed along the entire street. Speed humps within a series should be placed from 200 to 600 feet part. Spacing should allow at least one speed hump on each block.
8. Emergency response routes (see pages 15 and 16) are not eligible for installation of speed humps.

## **Priority Scoring System for Installation of Level 2 and 3 Devices**

In order to ensure that the City's traffic safety funding is allocated to street segments with the greatest need, a priority point system is used to rank the locations where Level 2 and 3 devices are requested. The Council-approved installations shall be ranked for installation/removal according to the following point system:

- Percent of vehicles exceeding speed limit.....1 point/percentage point
- Number of vehicles over 1,000 daily traffic volume.....1 point/100 vehicles
- Number of reported speed related accidents (in last 2 years.).....10 points/accident
- Vicinity to schools or parks (within 1 block).....5 points each
- Percent of property owners approving installation(s).....1 point/percentage point

The total of the five evaluation criteria shall be used to determine the prioritization of the eligible installations. The installations not funded for a specific funding cycle shall be re-evaluated and shall compete on an annual basis with any new eligible installation on a priority basis.

## **Conclusion**

Instead of replacing current City practices, the emphasis of the Neighborhood Traffic Calming Program (NTCP) is to broaden the traffic calming options available to residents wishing to calm traffic in their neighborhoods. Many of the concerns can be resolved by utilizing current City practices (Level 1) which have consistently proven over the years to be very effective at calming traffic. Ultimately, the program will help all the parties involved in determining the suitability of alternative traffic calming treatment(s) for a given neighborhood.

Basically, traffic calming measures are aimed at counteracting the negative impacts of traffic speeding and cut-through traffic in residential areas. Some of the benefits of traffic calming devices and measures include the following: reduced vehicle speed, reduced traffic flows, improved public safety, increased comfort and mobility for non-motorized travel, reduced noise and air pollution, increased street activity and neighborhood interactions, and a more attractive streetscape. The NTCP can maintain and perhaps enhance the safety, cohesion, and vitality within Santa Clara's neighborhoods with appropriate applications of these treatments. In order to accomplish these objectives, the City will work closely with neighborhoods to improve the process.

LEVEL 1  
NEIGHBORHOOD TRAFFIC CALMING OPTIONS

## Higher Visibility Crosswalks

### Level 1

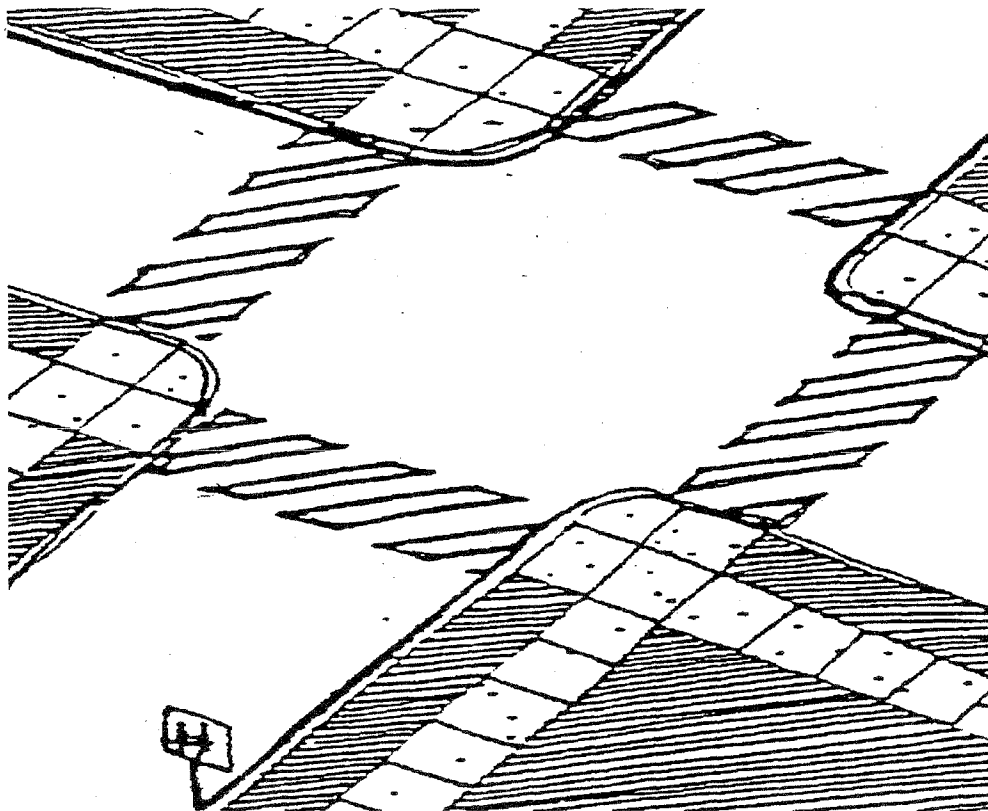
**Description:** A crosswalk incorporating striped pattern. Mid-block crosswalks are to be avoided because they are unexpected by the motorist.

**Positive Aspects:**

- More visible to motorists than traditional crosswalks.

**Negative Aspects:**

- May create a false sense of pedestrian security.
- Requires more maintenance than traditional crosswalks.



## Police Enforcement

### Level 1

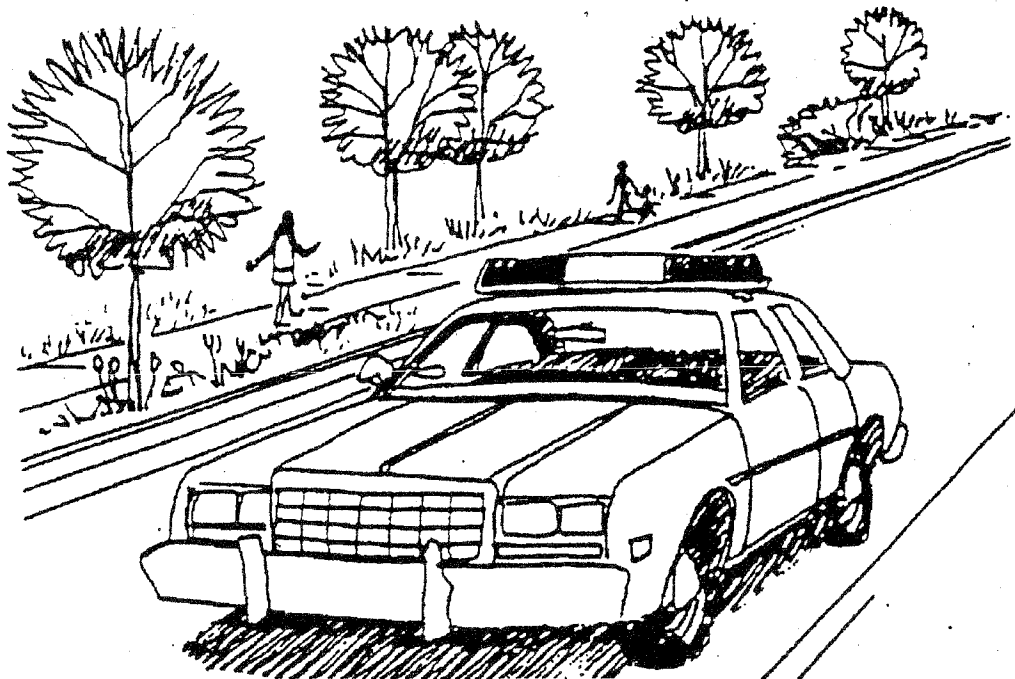
**Description:** The Police Department deploys units to residential areas with reported problems to perform stepped up enforcement.

#### **Positive Aspects:**

- Reduces vehicle speeds.
- May help reduce cut-through traffic.
- Can be conducted during time periods that are deemed to be most problematic.
- Impacts offenders without affecting the convenience or mobility of motorists who obey the rules of the road.

#### **Negative Aspects:**

- Without regular periodic enforcement, long-term benefits may be diminished.
- The time period and frequency of enforcement is generally controlled by limited resources and other policing duties.



## Special Neighborhood Signs

### Level 1

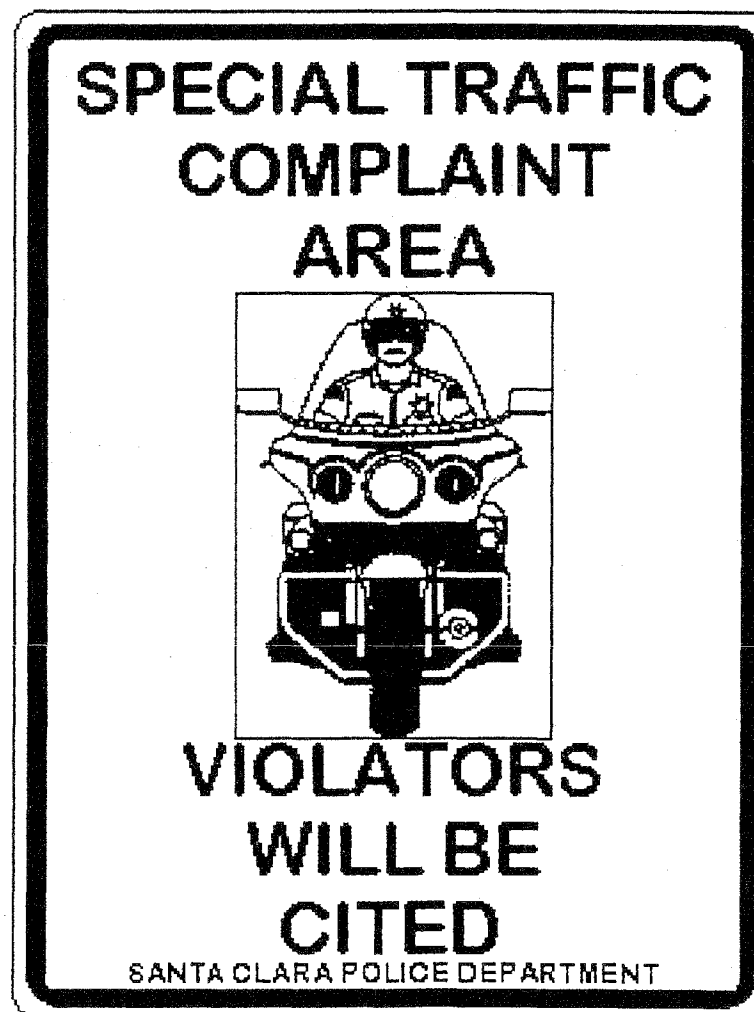
**Description:** Special neighborhood signs alert motorists to the fact that they are entering a traffic calming area.

**Positive Aspects:**

- Alert motorists that they are entering traffic calming area.

**Negative Aspects:**

- Too many signs may become a negative aesthetic impact.



## Speed Limit Signs and Pavement Messages

### Level 1

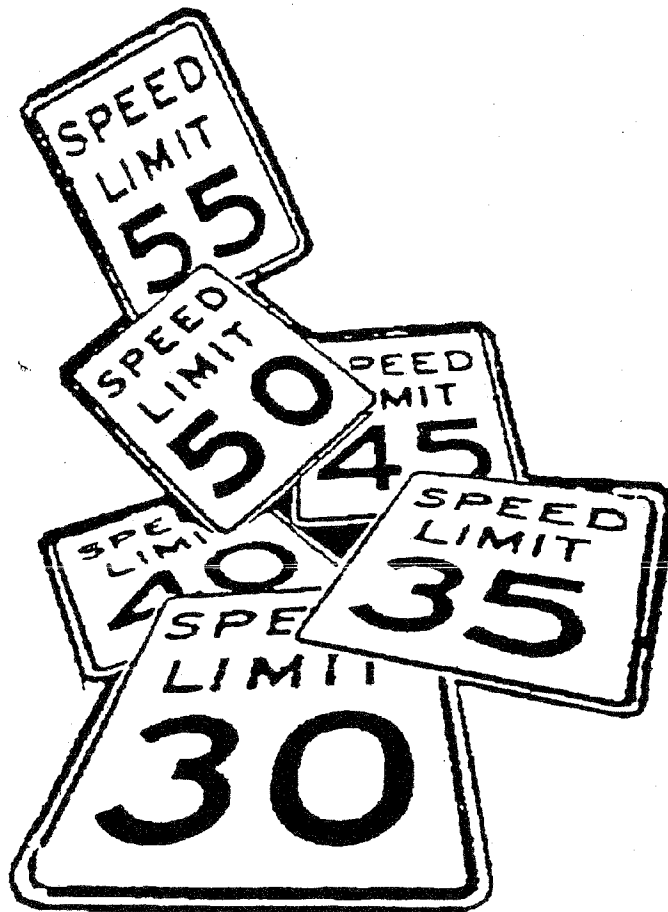
**Description:** Although all motorists are required to know the prima facie speed limit of 25 mph in a residential area, speed limit signs and pavement messages can help remind motorists of the prevailing speed limit that applies to the street.

#### **Positive Aspects:**

- Relatively inexpensive to install.
- In conjunction with regular periods of enforcement, can be effective at reducing speeds.

#### **Negative Aspects:**

- Effectiveness is dependent on motorist acceptance and amount of enforcement.



## Speed Radar Trailer

### Level 1

**Description:** The trailer is primarily used as an educational tool. A speed radar trailer reminds motorists of the prevailing speed limit. They are also capable of measuring vehicle speeds and graphically displaying the speeds of passing vehicles. They are intended to alert motorists to the fact that they may be exceeding the speed limit.

#### **Positive Aspects:**

- Vehicle speeds may be reduced at radar trailer location.
- An effective educational tool.
- Can be deployed quickly to trouble spot.
- Information reflected in the displayed speeds can demonstrate to residents that speeds may not be as high as perceived.

#### **Negative Aspects:**

- Not an enforcement tool.
- May require temporary parking lane closure – temporarily reduces number of parking spaces





## Stop Signs

### Level 1

**Description:** Stop signs are intended to assign the right of way at an intersection and are not to be used as a technique to reduce vehicle speeds or volumes by recognized traffic engineering standards.

#### **Positive Aspects:**

- Helps pedestrians, bicyclists and motorists at the intersection decide who has the right of way.

#### **Negative Aspects:**

- When used under the wrong conditions, the installation can result in increased localized air pollution, "jack-rabbit" starts, speeding in between traffic controls, noise at the controlled intersection, motorist disregard for the sign(s) and motorist contempt for all traffic controls.
- Creates a false sense of security for pedestrians, especially children.
- When not warranted, increases unnecessary delays for the approaches.
- Frequently not acceptable to residents immediately adjacent to new stop sign locations.
- May encourage high mid-block speeds on long blocks.



## Striping Narrow Lane

### Level 1

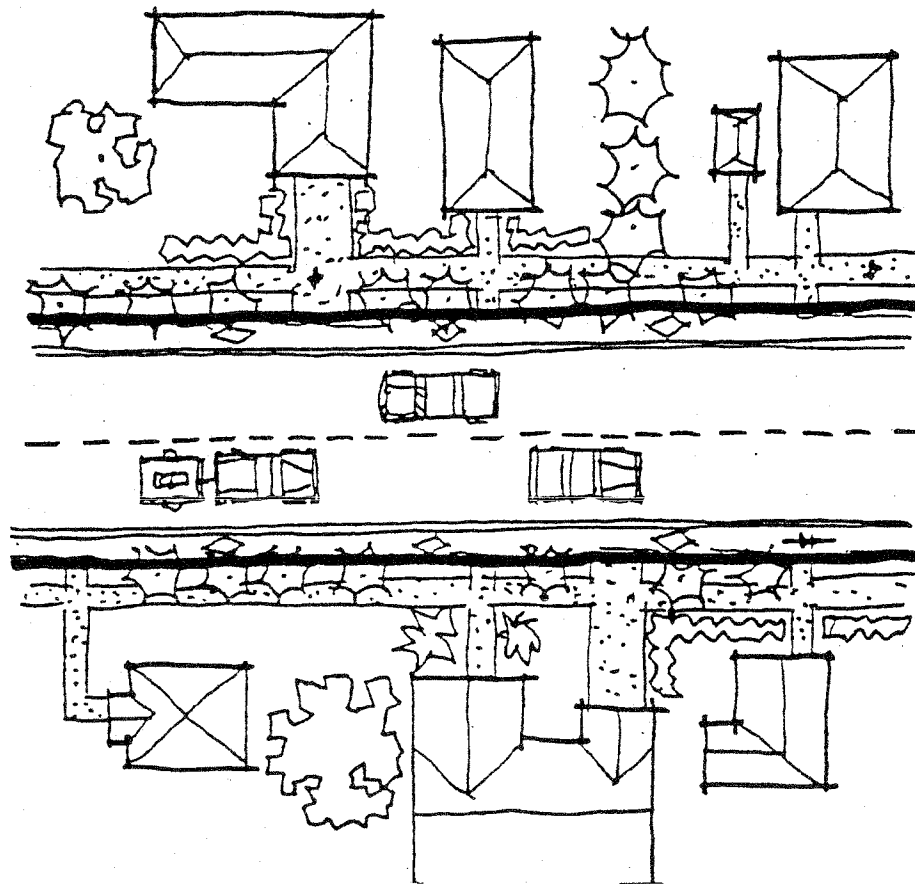
**Description:** Striping is used to create narrow lanes to give the impression of a narrow street that makes the motorist feel somewhat constricted.

#### **Positive Aspects:**

- Changes can be quickly implemented.
- Painted striping can be easily modified.
- Low cost to implement.

#### **Negative Aspects:**

- Requires an increase in regular maintenance.
- There is little evidence that narrow striping will consistently reduce vehicle speeds.



## Turn Restriction Signs

### Level 1

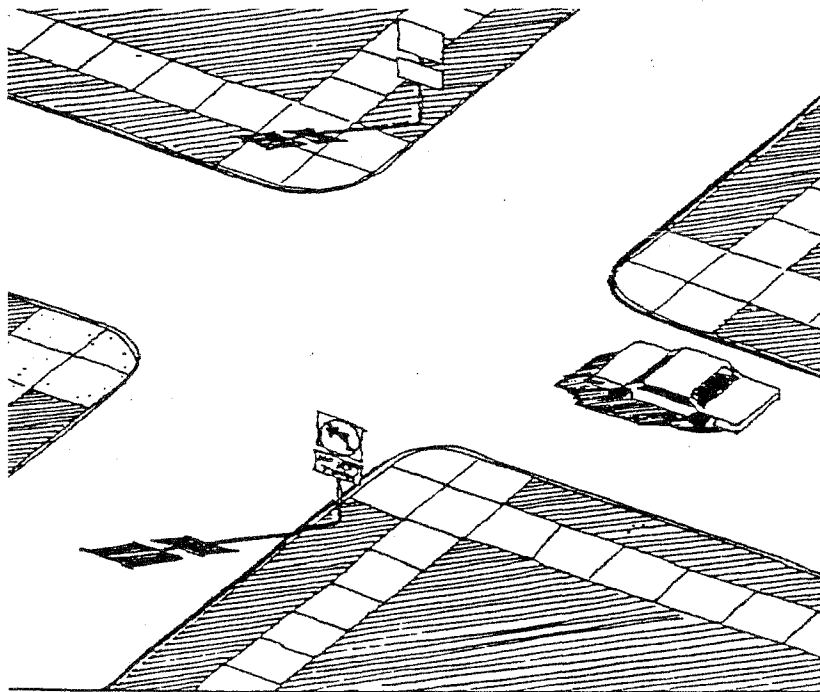
**Description:** Signs prohibiting certain turning movements to help mitigate cut-through traffic on neighborhood streets. Convenient and logical route alternatives to the prohibited movement must be provided to ensure the effectiveness of the signs: City Council can establish turn prohibitions during certain times of the day, preferably during commute work hours when excessive cut-through traffic are likely to occur in neighborhood streets. This arrangement allows residents full accessibility during the other periods of the day.

#### **Positive Aspects:**

- Reduces vehicle volume.
- Can divert traffic to adjacent arterial streets.
- No loss of on-street parking.
- Can reduce noise pollution.
- No increase in street maintenance.
- Low cost to implement.

#### **Negative Aspects:**

- Success depends on motorist acceptance and on level of enforcement.
- Without considering overall traffic circulation in area, this measure may divert traffic to adjacent neighborhood streets.
- Limits neighborhood traffic movement.



NEIGHBORHOOD TRAFFIC CALMING OPTIONS  
LEVEL 2

## Chicanes

### Level 2

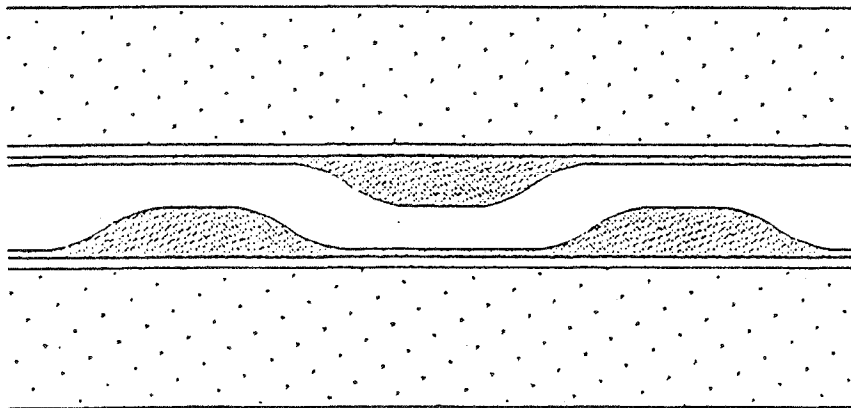
**Description:** Chicanes are artificial blockages on opposite sides of the street to create an S-curvature on a naturally straight street. Chicanes require vehicles to meander through the roadway alignment.

#### **Positive Aspects:**

- May slow down vehicles.
- Can be very effective in changing the initial impression of the street.
- Creates space for landscaping.

#### **Negative Aspects:**

- Impedes emergency vehicle, truck and services such as garbage trucks.
- Bicyclists may feel "squeezed in" due to narrower roadway.
- May require modification or reconstruction of drainage features and other utilities.
- May become obstacles for motorists to drive into.
- May require part or all of on-street parking removal.
- High installation cost.
- Increased maintenance.



## Chokers

### Level 2

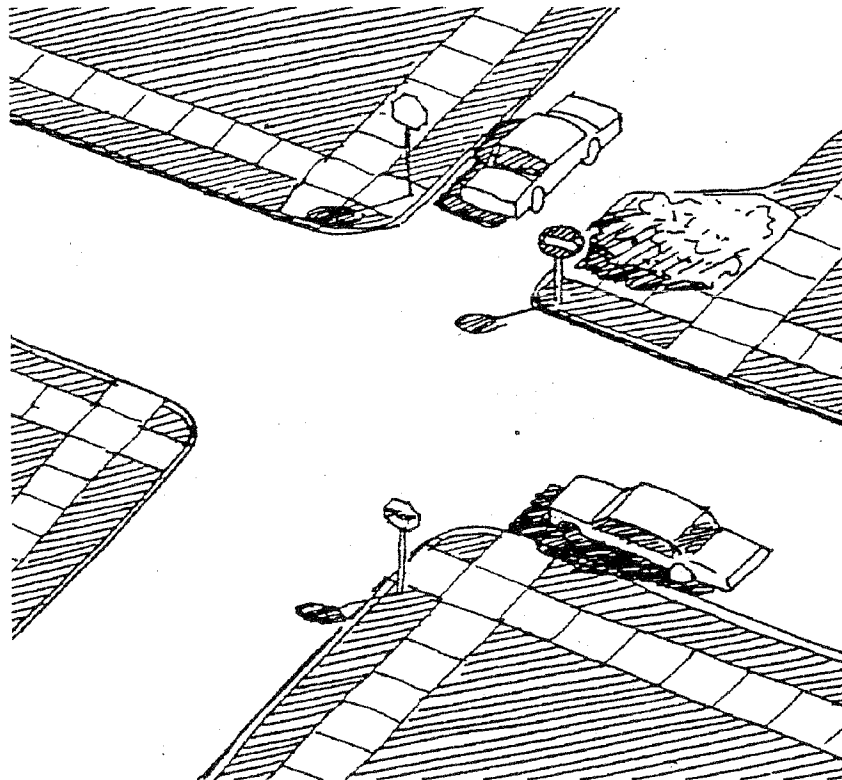
**Description:** Chokers physically narrow a street either at the intersection, at mid-block or a segment of a street by using curb extensions.

#### **Positive Aspects:**

- May reduce speeds by giving motorists the sense of limited space.
- Improves motorist-pedestrian visibility of each other.
- Intersection crossing distance for pedestrians is reduced.
- Allows signs to be located favorably within motorists line of sight.
- Creates space for landscaping.

#### **Negative Aspects:**

- Impedes emergency vehicle, truck and other service vehicle access.
- Bicyclists may feel "squeezed in" due to narrower roadway.
- May require modification or reconstruction of drainage features and other utilities.
- May become obstacles for motorists to crash into.
- May require part or all of on-street parking removal.
- High installation cost.
- Increased maintenance.



## Gateways

### Level 2

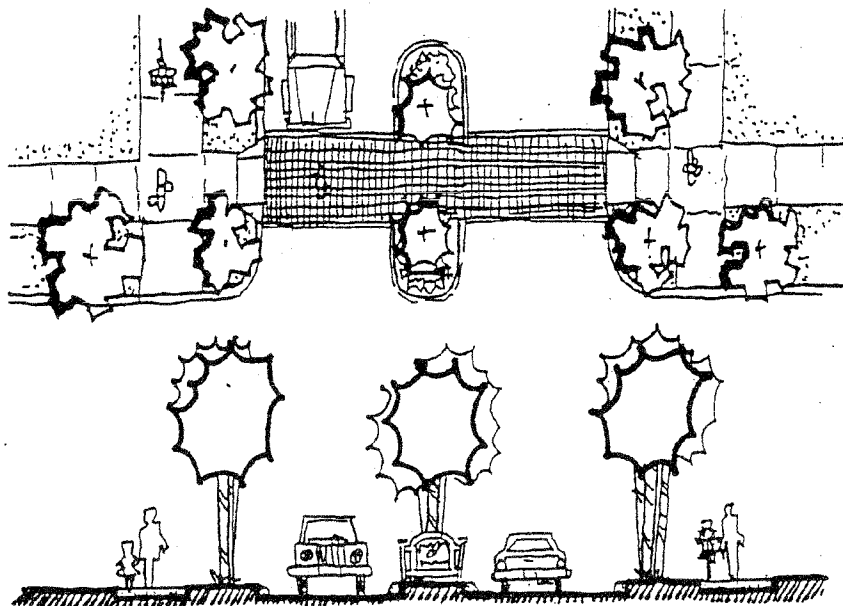
**Description:** A gateway is a special entrance that reduces width of travel way, often implementing the use of islands. Gateways are not gates. The exact physical design of the gateway treatment will depend on existing conditions.

#### **Positive Aspects:**

- May eliminate cut-through traffic.
- Reduces speeds in the immediate vicinity.
- Reduces pedestrian crossing distance.
- Allows signs to be located favorably within motorists line of sight.
- May create space for landscaping.
- May create neighborhood identity.

#### **Negative Aspects:**

- Impedes emergency vehicle, truck and other service vehicle access.
- May divert traffic to adjacent neighborhood streets.
- May become obstacles for motorists to drive into.
- Low speed of turning vehicles may restrict traffic flow on arterial roadway.
- May require part or all of on-street parking removal.
- High installation cost.
- Increased maintenance.



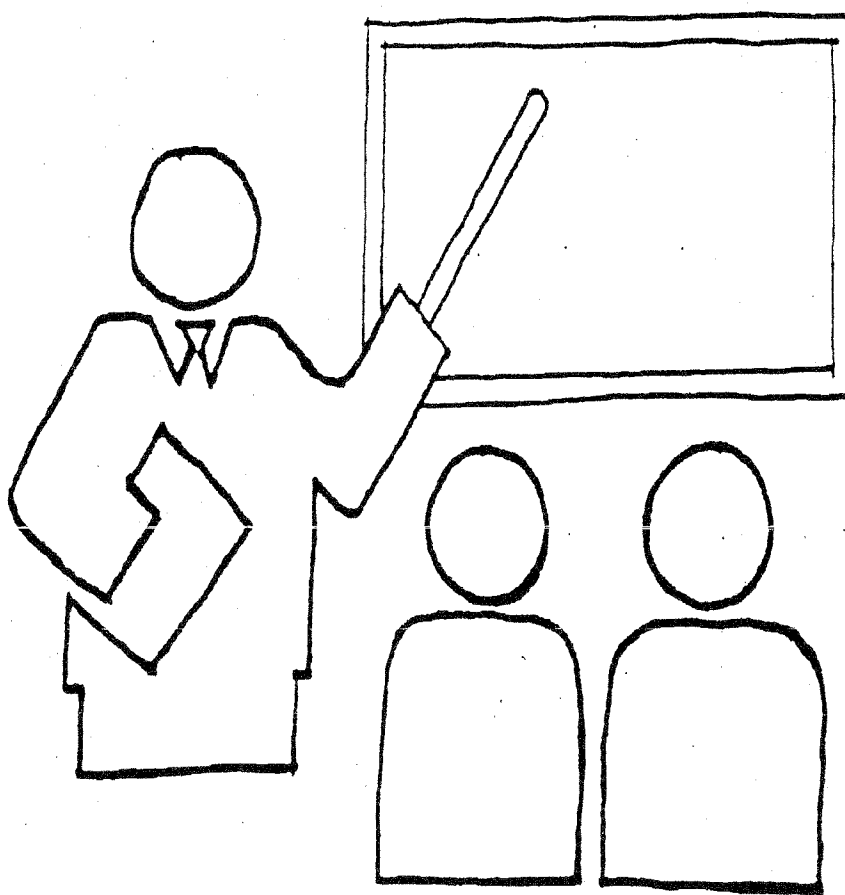
## **Neighborhood Meetings**

### Level 2

**Description:** Neighborhood meetings allow residents to express their concerns. Meetings are generally held at a time and location convenient for residents to attend. The meetings would be used to identify and clarify the issues of concern.

**Positive Aspects:**

- Allows all residents to express their views.
- Clearly identifies issues of concerns.
- Establishes clear lines of communication between City staff and residents.





## Rumble Strips

### Level 2

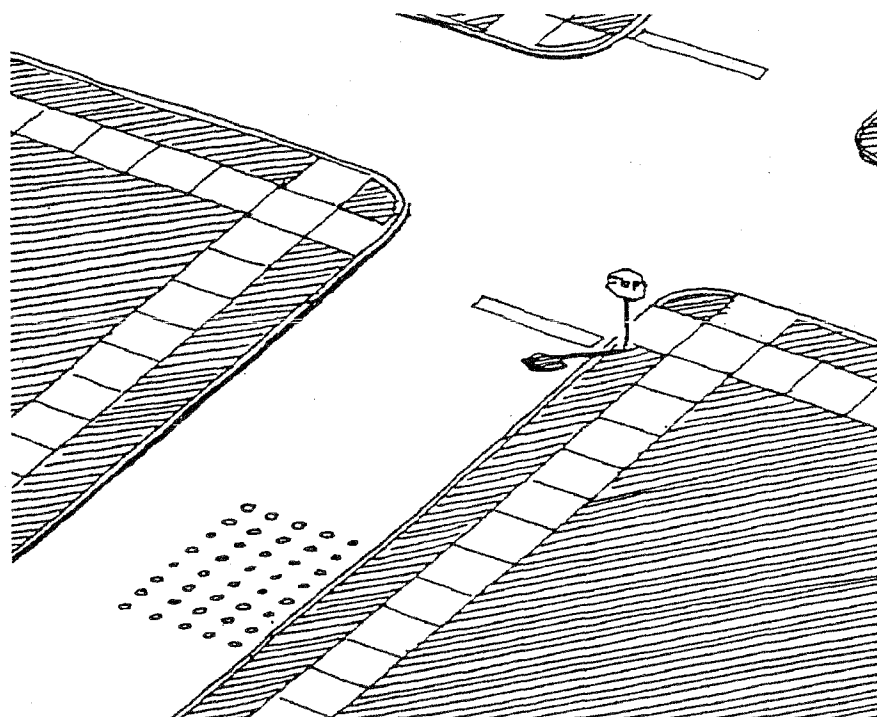
**Description:** Rumble strips consist of raised markers (dots, bars or grooves) installed within the travel lanes at regular intervals to create noise and vibrations in a vehicle crossing them. Rumble strips are generally not used in residential areas due to the excessive level of noise they produce.

#### **Positive Aspects:**

- Reduces vehicle speeds in first time or minimal users of the street.
- The “rumble” heightens safety by alerting drivers to unexpected conditions or notifying drivers to intended action.
- Relatively inexpensive to install, remove or modify.
- No loss of on-street parking.

#### **Negative Aspects:**

- Produces high level of noise
- Requires high maintenance.
- May not slow down repeat users of the street.
- May be objectionable to bicyclists.



LEVEL 3  
NEIGHBORHOOD TRAFFIC CALMING OPTIONS

## Cul-De-Sac

### Level 3

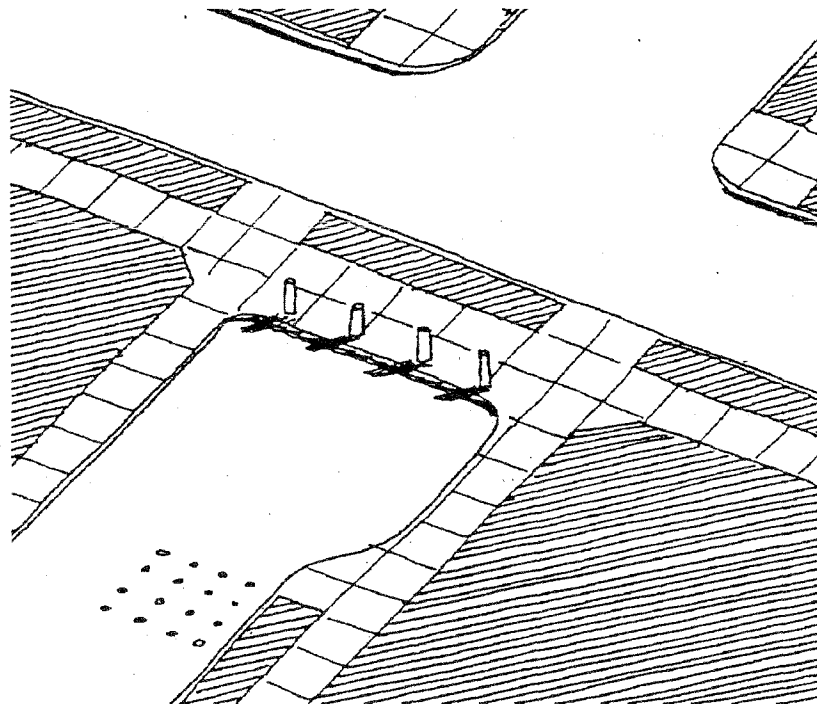
**Description:** A cul-de-sac is a physical barrier of a street at mid-block or at an intersection. Cul-de-sacs can be thought of as dead-end streets. Cul-de-sacs can be thought of as dead-end streets. An adequate turn around is usually not possible. Mountable curbs should be provided to address any delay problems.

#### **Positive Aspects:**

- Eliminates through traffic volumes.
- Reduces noise and speeds in the vicinity of the closure.
- Improves safety for non-motorized users.
- Creates space for landscaping.

#### **Negative Aspects:**

- Impedes emergency vehicles, trucks and service vehicles such as garbage trucks.
- May divert traffic to adjacent neighborhood streets.
- Will need adequate turning radius causing vehicles to back up when turning around.
- May require part or all of on-street parking removal.
- Drainage may be affected if used as a part of modification project.
- High installation cost.
- Increased maintenance.
- An inconvenience for residents.



## **Diagonal Diverters**

### Level 3

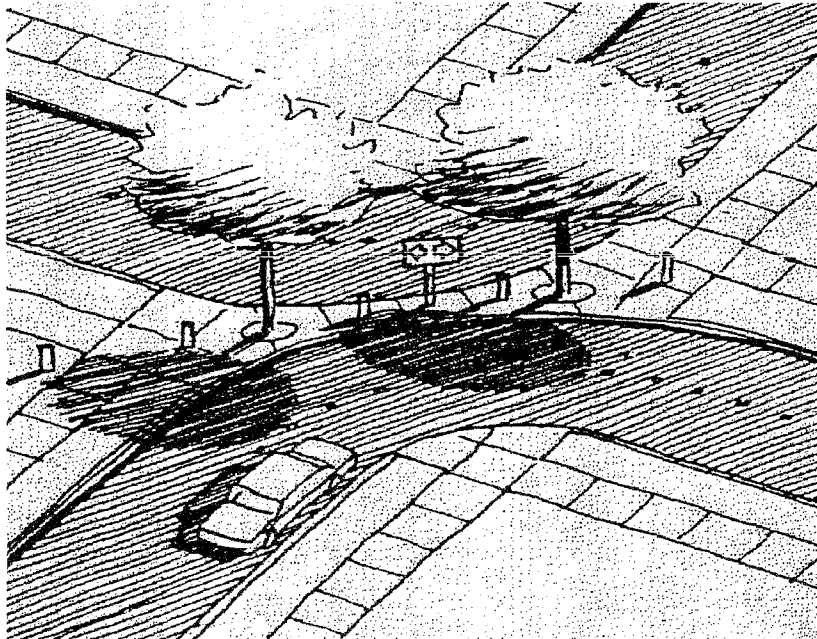
**Description:** Diagonal diverters are devices that are placed diagonally across an intersection, creating two unconnected streets.

#### **Positive Aspects:**

- Eliminates through traffic.
- Will reduce traffic volumes.
- Improves pedestrian safety.
- Reduces right of way conflicts at intersection.
- Can be designed and installed to provide for emergency vehicle access.
- Creates space for landscaping.

#### **Negative Aspects:**

- Impedes emergency vehicle routes.
- May divert traffic to adjacent neighborhood streets.
- May become obstacles for motorists to drive into.
- May require part or all of on-street parking removal.
- Speed is reduced only in the immediate vicinity of diverter.
- High installation cost.
- Increased maintenance.



## Intersection Channelization

### Level 3

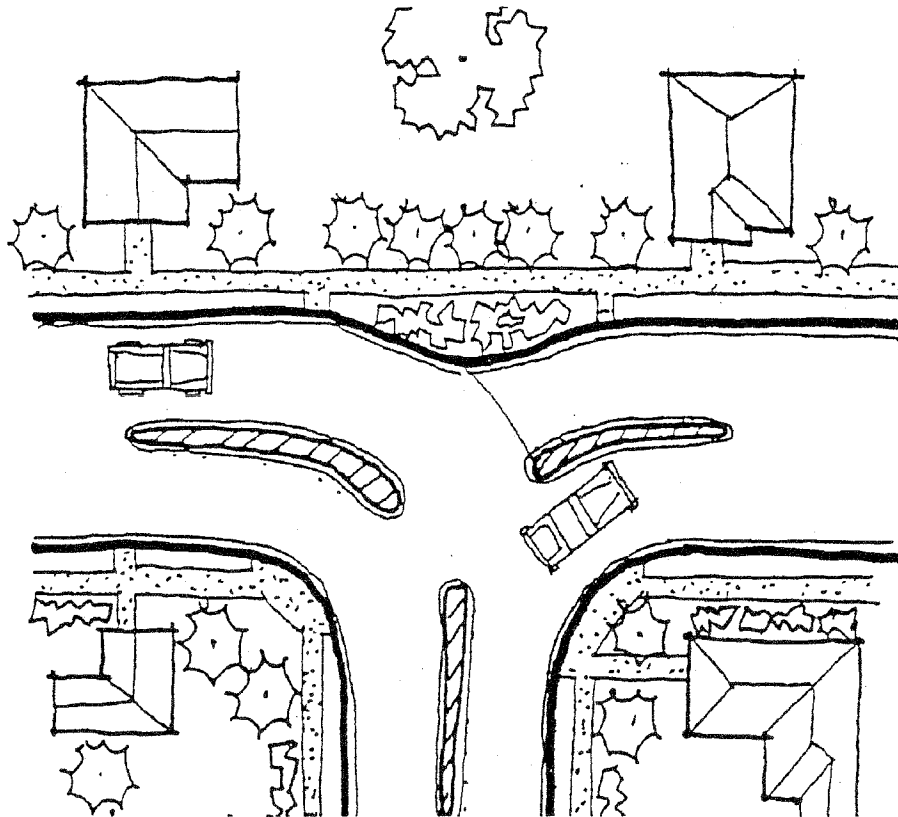
**Description:** Channelization involves the use of raised islands at intersections designed to force traffic to make or prevent certain movements.

#### **Positive Aspects:**

- Reduces cut-through traffic.
- Allows signs to be located favorably within motorists line of sight.
- Can be designed and installed for emergency vehicle access.

#### **Negative Aspects:**

- May divert traffic to adjacent neighborhood streets.
- May become obstacles for motorists to drive into.
- May require part or all of on-street parking removal.
- May be violated, particularly in the late evening.
- Turn restriction signs may prove to be effective enough in reducing cut-through traffic.
- High installation cost.
- High maintenance cost.



## Median Barrier

Level 3

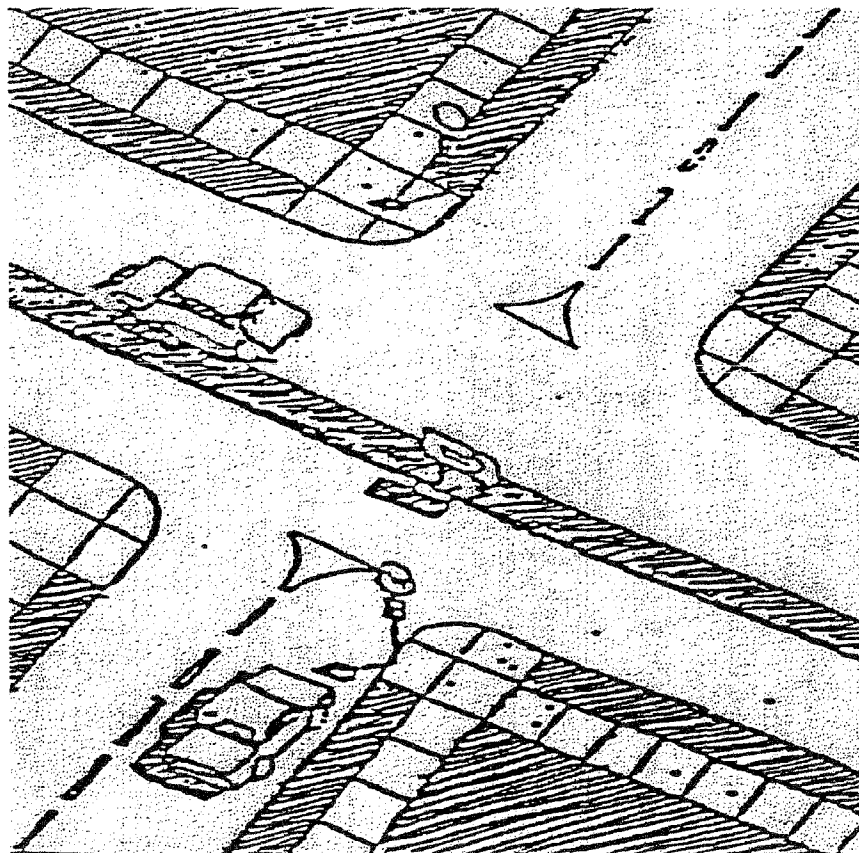
**Description:** Physical barriers (from flexible delineator posts to k-rails or raised islands) are placed at intersections to prevent left turn movement.

### **Positive Aspects:**

- Improves intersection safety by reducing the number of conflicting movements.
- Reduces cut-through traffic.
- Allows signs to be located favorably within motorists line of sight.

### **Negative Aspects:**

- Impedes emergency vehicle, truck and other service access.
- May divert traffic to adjacent neighborhood streets.
- May become obstacles for motorists to drive into.
- High installation cost.



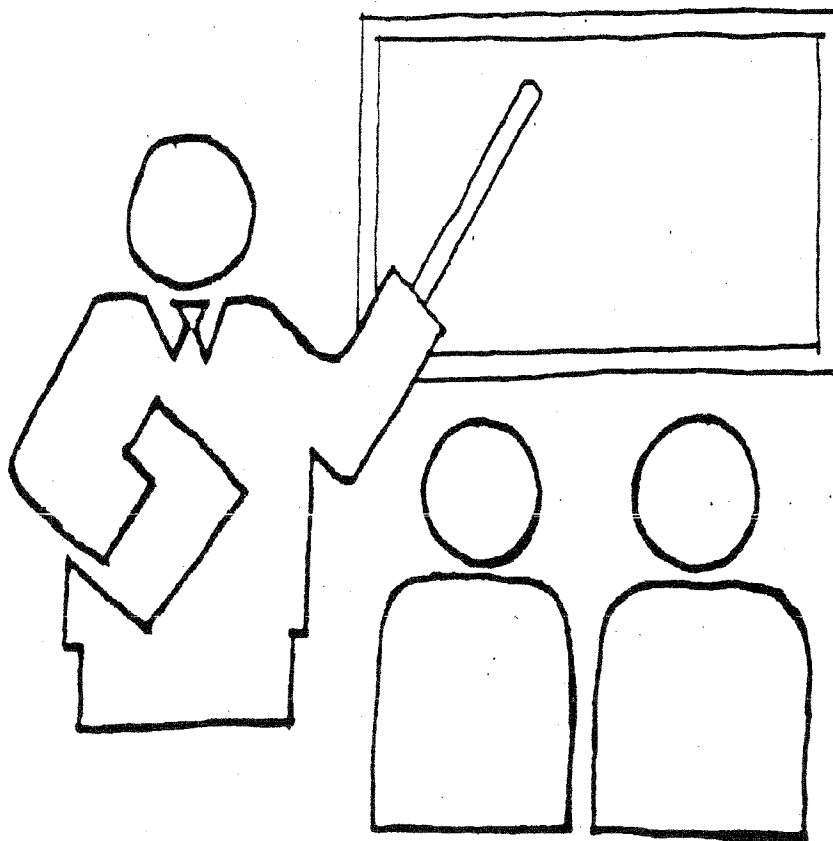
## Neighborhood Meetings

Level 3

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**Positive Aspects:**

- Allows all residents to express their views.
- Clearly identifies issues of concerns.
- Establishes clear lines of communication between City staff and residents.



## Speed Humps

### Level 3

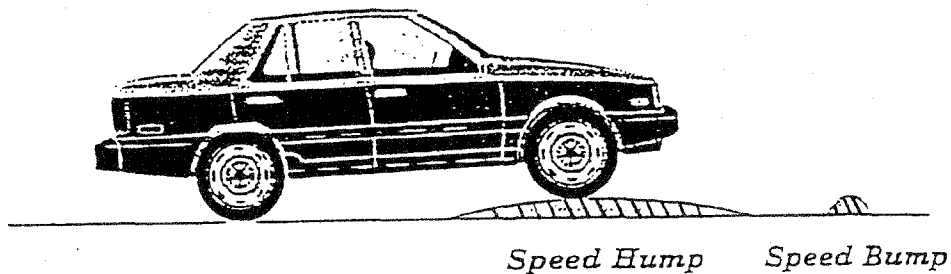
**Description:** Speed humps or undulations are mounds of paving material that extend across the roadway. They generally have a 12-foot base and a gradual rise and fall 2.5 inches to 3.75 inches.

#### **Positive Aspects:**

- May reduce speeds.
- May divert traffic to arterial streets.

#### **Negative Aspects:**

- Impedes emergency vehicle, truck and other service vehicle access.
- May divert traffic to adjacent neighborhood streets.
- May be hazardous to an injured patient being transported in an ambulance.
- Contents of vehicles can be jarred.
- May encourage speeding between humps.
- Increase in noise adjacent to speed hump.
- Speed humps have to be reinstalled each time street is resurfaced.
- Increased liability to City.
- High installation cost.





## Traffic Circles

### Level 3

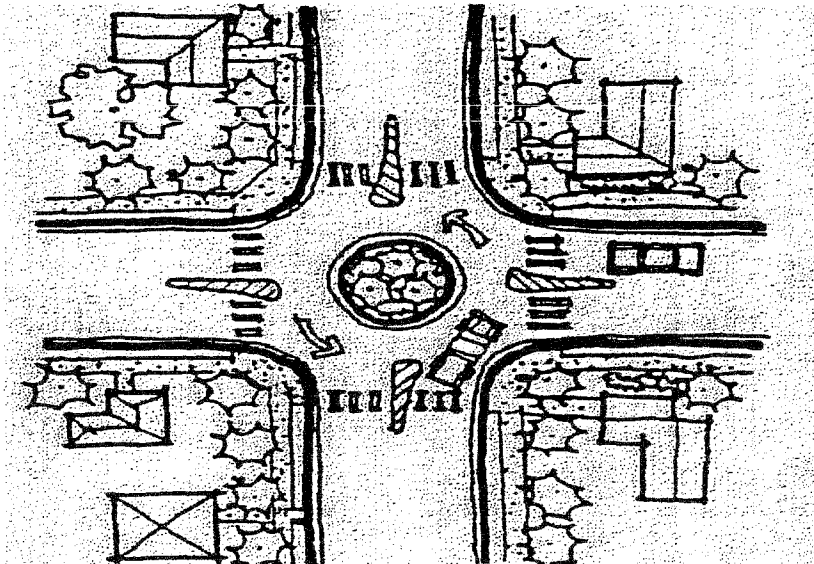
**Description:** Traffic circles use raised islands placed at the center of an intersection. The approaches to the intersection are generally controlled by "yield signs." Traffic circles force left turning vehicles to travel around the raised. "Splitter islands" can be used to prevent motorists from going around the circle the wrong way.

#### **Positive Aspects:**

- Significantly reduces speeds.
- Cheaper to maintain than traffic signal.
- Provides equal access to intersections for all drivers.
- May provide a safe environment for bicyclists.
- Creates space for landscaping.

#### **Negative Aspects:**

- Impedes emergency vehicle, truck and other service vehicle access.
- Increases pedestrian hazard by bringing vehicles close to crosswalks and the sidewalks.
- May increase congestion in immediate area.
- May become obstacles for motorists to crash into.
- May increase right of way confusion among new users.
- Right-of-way restrictions may apply.
- May inhibit truck movements.
- Required safety signing may detract from its aesthetic quality.
- High installation cost.
- Landscaping will require increased maintenance.



## TRAFFIC INFORMATION

# SPEED LIMIT

## WHEN WILL A LOWER SPEED LIMIT BE POSTED ON MY STREET?

A common belief is that posting a speed limit will influence drivers to drive at that speed. The facts indicate otherwise.

Research conducted in many parts of this country over a span of several decades has shown that drivers are influenced more by the appearance of the highway itself and the prevailing traffic conditions than by the posted speed limit.

California's Basic Speed Law requires that:

"No person shall drive a vehicle upon a highway at a speed greater than is reasonable or prudent having due regard for weather, visibility, the traffic on, and the surface and width of, the highway, and in no event at a speed which endangers the safety of persons or property."

Speed limits are called prima facie limits, which "on the face of it" are safe and prudent under normal conditions. Certain prima facie limits are established by law and include the 25 m.p.h. limit in business and residential districts, the 15 m.p.h. limit in alleys, at blind intersections and blind railroad crossing and a part-time 25 m.p.h. limit in school zones when children are going to and from school. These speeds are not always posted but all California motorists are required to know the basic 15 and 25 mile per hour speed laws.

Speed limits may be established by local authorities on the basis of traffic engineering surveys. These surveys include an analysis of roadway conditions, accident records, and the prevailing speed of prudent drivers. If speed limit signs are posted for a lower limit than is needed to safely meet these conditions, many drivers will simply ignore the signs. At the same time, other drivers will stay within the posted limits. This generally increases the conflicts between faster and slower drivers, reduces the gaps in traffic which could be made safely and increases the difficulty for pedestrians to judge the speed of approaching vehicles. Studies have shown that where uniformity of speed is not maintained, accidents generally increase.

# CROSSWALKS

## WHEN IS A CROSSWALK UNSAFE?

Apparently, whenever it is **painted** on the street.

A number of years back, the city of San Diego published some startling results of a very extensive study of the relative safety of marked and unmarked crosswalks. San Diego looked at 400 intersections for five years (without signals or four-way stops) that had a marked crosswalk on one side and an unmarked crosswalk on the other. About two and one half times as many pedestrians used the marked crosswalk, but about six times as many accidents were reported in the marked crosswalks! Long Beach studies pedestrian safety for three years (1972 through 1974) and found eight times as many reported pedestrian accidents at the intersections with marked crosswalks than at those without. One explanation of this apparent contradiction of common sense is the false security pedestrians feel at the marked crosswalk. Two painted lines do not provide protection against an oncoming vehicle and the real burden of safety has to be on the pedestrian to be alert and cautious while crossing any street. A pedestrian can stop in less than three feet, while a vehicle traveling at 25 m.p.h. will require 60 feet and at 35 m.p.h. approximately 100 feet.

The California Vehicle Code says that a crosswalk exists at all intersections unless pedestrian crossing is prohibited by signs. Some of these crosswalks are marked with painted lines, but most of them are not. Pedestrian crosswalk marking is a method of encouraging pedestrians to use a particular crossing. Such marked crossings may not be as safe as an unmarked crossing at the same location. Therefore, crosswalks should be marked only when necessary for the guidance and the control of pedestrians, to direct them to the safest of several potential routes.

Mid-block crosswalks or crosswalks between intersections are to be avoided because they are unexpected by the motorist. Pedestrians should be encouraged to cross only at intersections so that they are crossing at a location where drivers will have the expectation of pedestrians and other vehicles being around.

# BIKE LANES

## WHEN ARE WE GOING TO GET SOME BIKEWAYS IN OUR NEIGHBORHOOD?

Bikeways have raised a lot of interest in the past few years. Some cities have built separate off-road bike paths. Many more have painted bike lanes on streets. Others have installed green "Bike Route" signs without the special lanes.

The cost of both building and maintaining bikeways can be a deterrent to many city bike programs. Initial cost can range from a few dollars to paint a lane to a very large amount to build a separate path including special bridges where needed.

Before plunging into a bikeway program, a city or county should look at the total problem of bicycle operation and safety. Bike lanes and signs alone cannot solve the problem of bicycle accidents; in some places they have increased the problem by giving riders a false sense of security.

An overall bicycle safety program should include: enforcement of traffic laws; bike safety training in the schools at an early age; reminder to wear bike helmets; follow-up training every year in the schools; and involvement of the parents of minor children who violate traffic laws or exhibit dangerous riding habits. The overwhelming cause of bicycle accidents is violation of the RULES OF THE ROAD.

If these recommendations seem to be oriented toward the younger set, there is good reason. Over 70 percent of cyclists involved in accidents were violating a traffic law; over 60 percent were age 17 or under. It only makes good sense to emphasize the children in training programs, since they are the principal users of bicycles.

The bike program for your community should include three principal points:

1. Education in safe riding.
2. Enforcement of rules of the road.
3. Development of well-engineered bike lanes and bike paths.

This will involve the active participation of:

1. The schools.
2. The police or sheriff.
3. The traffic engineers; and, of course, you, the citizen.

## “CHILDREN AT PLAY” SIGNS

### WHY WON'T THEY PUT UP “CHILDREN AT PLAY” SIGNS?

An often heard neighborhood request concerns the posting of generalized warnings signs with “SLOW – CHILDREN AT PLAY” or other similar messages. Parental concern for the safety of children in the street near home, and a misplaced but wide spread public faith in traffic signs to provide protection often prompt these requests.

Although some other states have posted such signs widely in residential areas, no factual evidence has been presented to document their success in reducing pedestrian accidents, operating speeds or legal liability. Studies have shown that many types of signs attempting to warn of normal conditions in residential areas have failed to achieve the desired safety benefits. If signs encourage parents and children to believe they have an added degree of protection, which the signs do not and cannot provide, a great disservice results.

Because of these serious considerations, California law does not recognize, and Federal Standards discourage, use of “Children at Play” signs. Specific warnings for schools, playgrounds, parks and other recreational facilities are available for use where clearly justified.

Children should not be encouraged to play within the street travelways. The sign has long been rejected since it is a direct and open suggestion that this behavior is acceptable.

# STOP SIGNS

## WHY DON'T THEY PUT IN MORE STOPS SIGNS?

A stop sign is one of our most valuable and effective control devices when used at the right place and under the right conditions. It is intended to help drivers and pedestrians at an intersection decide who has the right-of-way.

One common misuse of stop signs is to arbitrarily interrupt through traffic, either by causing it to stop, or by causing such an inconvenience as to force the traffic to use other routes. Where stop signs are installed as "nuisances" or "speed breakers," there is a high incidence of intentional violation. In those locations where vehicles do stop, the speed reduction is effective only in the immediate vicinity of the stop sign, and frequently speeds are actually higher between intersections. For these reasons, it should not be used as a speed control device.

A school crossing may look dangerous for children to use, causing parents to demand a stop sign to halt traffic. Now a vehicle which had been a problem for 3 seconds while approaching and passing the intersection becomes a problem for a much longer period. A situation of indecision is created as to when to cross as a pedestrian or when to start as a motorist. Normal gaps in traffic through which crossing could be made safely no longer exist. An intersection which previously was not busy now looks like a major intersection. It really isn't --- it just looks like it. It doesn't even look safer and it usually isn't.

Most drivers are reasonable and prudent with no intention of maliciously violating traffic; however, when an unreasonable restriction is imposed, it may result in flagrant violations. In such cases, the stop sign can create a false sense of security in a pedestrian and an attitude of contempt in a motorist. These two attitudes can and often do conflict with tragic results.

Well-developed, nationally recognized guidelines help to indicate when such controls become necessary. These guidelines take into consideration, among other things, the probability of vehicles arriving at an intersection at the same time, the length of time traffic must wait to enter and the availability of safe crossing opportunities.

# TRAFFIC SIGNALS

## DOES SOMEBODY HAVE TO BE KILLED BEFORE A TRAFFIC SIGNAL WILL BE INSTALLED?

Traffic signals do not always prevent accidents. They are not always an asset to traffic control. In some instances, total accidents and severe injuries increased after signals were installed. Usually, in such instances, right angle collisions were reduced by the traffic signals, but the total number of collisions, especially the rear-end type, increased.

There are times when the installation of signals results in an increase in pedestrian accidents. Many pedestrians feel secure with a painted crosswalk and a red light between them and an approaching vehicle. The motorists, on the other hand, is not always so quick to recognize these "barriers."

When can a traffic signal be an asset instead of a liability to safety? In order to answer this, traffic engineers have to ask and answer a series of questions:

1. Are there so many cars on both streets that signal controls are necessary to clear up the confusion or relieve the congestion?
2. Is the traffic on the main street so heavy that drivers on the side street will try to cross when it is unsafe?
3. Are there so many pedestrians trying to cross a busy main street that confusing, congested or hazardous conditions result?
4. Are there so many school children trying to cross the street at the same time that they need special controls for their protection? If so, is a traffic signal the best solution?
5. Are signals at this location going to help drivers maintain a uniform pace along the route without stopping unnecessarily?
6. Does the collision history indicate that signal controls will reduce the probability of collisions?
7. Do two arterials intersect at this location and will a signal help improve the flow of traffic?
8. Is there a combination of the above conditions which indicates that a signal will be an improvement rather than detriment?

To aid them in answering these questions, engineers compare the existing conditions against nationally accepted minimum guidelines. These guidelines (often called "Warrants") were established from many observations at intersections throughout the country by experienced traffic engineers. Where the guidelines were met, the signals generally were operating effectively with good public compliance. Where the guidelines were not met, public compliance was reduced, and additional hazards resulted.

A traffic signal that decrease accidents and improves the flow of traffic is an asset to any community. On the other hand, an ill-advised or poorly designed signal can be a source of danger and annoyance to all who use the intersection; pedestrians, bicyclists and drivers alike.



## ATTACHMENT 2

### Criteria for Installation of Level 2 and 3 Devices

The following criteria must be met for the installation of Level 2 and Level 3 devices:

1. The street shall be a two-lane local residential street where the primary function is to provide access to abutting residences. At least 75% of street section must be developed residentially, where schools and parks qualify as residential units.
2. The overall pavement shall be no more than one lane of traffic in each direction.
3. The posted speed or prima facie speed shall be 25 miles per hour or less.
4. Traffic volumes shall be greater than 1,000 and less than 3,500 vehicles per day.
5. The 85<sup>th</sup> percentile speed shall exceed 33 miles per hour on 25 miles per hour streets.
6. Installation on a primary emergency response route and/or transit route shall **NOT** be permitted.
7. At least 70% of the impacted residents and 100% of residents within 100 feet of the proposed device location shall support the installation. Furthermore, 100% of all impacted residents shall be notified of the petition. The boundaries of the affected areas as well as the identification of the impacted residents will be determined by the City Traffic Engineer.
8. Installation will not be permitted where substantial diversions of traffic to other local streets may occur, i.e. move the displaced traffic onto adjacent residential streets.
9. Devices shall be located a minimum of 5 feet from driveways, manholes, drain inlet, water valves, street monumentation, and other appurtenance.
10. Devices shall be located a minimum of 25 feet from fire hydrants.
11. Devices shall be installed only where minimum safe stopping sight distance (as defined in AASHTO's A Policy of Geometric Design of Streets) can be provided.
12. Emergency response routes (see pages 15 and 16) are not eligible for installation of Level 3 devices.

## ATTACHMENT 3

### Traffic Calming Programs Comparison

*Speed and Volume Eligibility Criteria for Traffic Calming Measures on Local Residential Streets beyond Enforcement, Signing, Striping, Parking Controls, Speed Radar Feedback Signs*

	Santa Clara	Sunnyvale	Mountain View	San Jose	Palo Alto	San Mateo
<b>Speed</b>	85th percentile speed greater than 33 mph	1. 85th percentile speed greater than 32 mph, or 2. 95th percentile speed greater than 35 mph	85th percentile speed greater than 31 mph or 30 mph in a school zone	85th percentile speed 33 mph or more	85th percentile speed 32 mph or greater	85th percentile speed greater than 7 mph over the posted speed limit (32 mph in a 25 mph area).
<b>Traffic Volume</b>	Between 1,000 - 3,500 vehicles per day	More than 1,000 vehicles per day	No minimum or maximum, but includes criteria for cut-through traffic, "25% or more of the traffic on the street is cut-through traffic"	1,000 - 3,000 vehicles per day	Minimum volume of 1,200 vehicles per day	More than 1,000 vehicles per day



## Agenda Report

23-408

Agenda Date: 3/21/2023

### REPORT TO COUNCIL

#### SUBJECT

Actions to Approve Various Modifications to Existing Classified and Unclassified Class Specifications, and Adopt a Resolution Approving and Adopting the Updated Unclassified Salary Plan

#### COUNCIL PILLAR

Manage Strategically Our Workforce Capacity and Resources

#### BACKGROUND

Sections 4 and 6 of the Personnel and Salary Resolution require City Council approval of new or revised classifications. The proposed Council action satisfies these applicable requirements.

#### Various Modifications to Existing Classified Class Specifications

The Community Development Department and Fire Department coordinated with the Human Resources Department to modify the Permit Technician (Job Code 621) specification to reflect current job duties. The Police Department coordinated with the Human Resources Department to modify the Jail Service Officer (Job Code 353) to make revisions to align with the Public Safety Non-Sworn Employees Association (Unit 10) Memorandum of Understanding.

These modifications were approved by the Civil Service Commission on March 13, 2023.

#### Various Modifications to Existing Unclassified Class Specifications

Silicon Valley Power (Electric Department) coordinated with the Human Resources Department to modify the Electric Program Manager (Job Code 424) class specification to update the minimum qualifications and job duties to cover all the Electric Program Manager specialty positions that were added by Council on January 25, 2022 and November 15, 2022. The City Manager's Officer coordinated with the Human Resources Department to modify the Emergency Services Coordinator (Job Code 106) class specification to better describe the duties performed.

#### Approval and Adoption of the Unclassified Salary Plan

The City of Santa Clara contracts with the California Public Employees' Retirement System (CalPERS) to provide retirement benefits for employees in both classified and unclassified positions. When the City makes modifications to the salary schedules for its classified or unclassified positions, the City Council must approve and adopt the publicly available salary schedules to comply with California Code of Regulations (CCR) section 570.5.

The Unclassified Salary Plan has been updated to reflect the salary range for the Emergency Services Officer. These proposed updates to the Unclassified Salary Plan are recommended to be effective May 1, 2023.

## DISCUSSION

### Modifications to the Permit Technician (Job Code 621)

The Community Development Department and Fire Department coordinated with the Human Resources Department to propose revisions to the Permit Technician (Job Code 621). The revisions include administrative revisions to the Class Summary and Distinguishing Characteristics sections. The Minimum Qualifications and Acceptable Substitution sections have been broadened out in an effort to expand the candidate pool. Possession of an International Code Council (ICC) Permit Technician certification is required to be obtained within one (1) year of appointment. It should be noted, however, that several current incumbents do not possess this certification and will be grandfathered into the existing minimum qualification requirements, unless they are rehired or transferred to another Department. Revisions to the Typical Duties and Knowledge, Skills, & Abilities sections are proposed to accurately reflect the current duties of the job.

Permit Technician (Job Code 621) - with an annual salary range of \$82,275.72- \$104,836.68. The Permit Technician is responsible for processing all building or fire permits, coordinating permitting activities with other departments, and performs related work in the City of Santa Clara Permit Center or Community Risk Reduction Division.

There is no modification to the salary range for this position.

### Modifications to the Jail Service Officer (Job Code 353) Class Specification

The Police Department coordinated with the Human Resources Department to propose revisions to the Jail Service Officer (Job Code 353) class specification. Revisions include administrative updates to the Class Summary, Distinguishing Characteristics, Supervision Received and Special Conditions sections. Additionally, under Desirable Qualifications the title of the training course was updated. Under the Other Requirements section, the addition of the required completion of Corrections Academy (currently called the Adult Corrections Officer Core Course) within one (1) year of hire as a condition of employment was updated to align with the terms of the current Unit 10 Memorandum of Understanding (MOU).

Jail Service Officer (Job Code 353) - with an annual salary range of \$87,644.40 - \$111,734.52. This position operates the temporary detention facility, fingerprints and photographs arrestees in the booking process, conducts searches and inventory of property, monitors building security console, maintains detention records and releases prisoners as authorized.

There is no modification to the salary range for this position.

### Modifications to the Electric Program Manager (Job Code 424) Class Specification

The Human Resources Department coordinated with Silicon Valley Power (Electric Department) to propose modifications to Electric Program Manager (Job Code 424).

The revisions include administrative revisions to the Class Summary and Distinguishing Characteristics sections. Additionally, the Minimum Qualifications were expanded to include

minimum requirements for newly added Electric Program Manager positions by Council in 2022. The Typical Duties and Knowledge, Skills, and Abilities sections were updated to remove specialty requirements. Instead, the class specification was broadened out to include duties that may be performed by newly created positions.

Electric Program Manager (Job Code 424) - with an annual salary range of \$175,167.47 - \$226,672.82. Incumbents manage an operational or administrative program or service area in the Electric Utility (Silicon Valley Power). Responsibilities range to include administrative duties, planning, developing, implementing, evaluating, and managing the program or service area. Incumbents supervise staff assigned to a program or service area and serve as the subject matter expert in their assigned specialty.

There is no modification to the salary range for this position.

#### Modifications to the Emergency Services Coordinator (Job Code 106) Class Specification

The Human Resources Department coordinated with City Manager's Office to propose modifications to the Emergency Services Coordinator (Job Code 106) class specification. During the COVID-19 pandemic, and most recently with the various storms that have impacted the bay area, the duties of this position have evolved. With the recent departure of the former incumbent, and upcoming recruitment of this key position, the Administration has reviewed this classification and is recommending revisions to the classification specification to better align with the duties actually performed, and is recommending revisions to the salary range to be competitive in the bay area.

The revisions include retitling the classification from Emergency Services Coordinator to Emergency Services Officer, and administrative revisions to the Class Summary and Distinguishing Characterizes sections. The Minimum Qualifications and Desirable Qualifications sections were updated to align with the requirements and desirable skills needed for the job, and the Typical Duties and Knowledge, Skills and Abilities sections was updated to better describe the work being performed.

Emergency Services Coordinator (Job Code 106) - with an annual salary range of \$131,728.32- \$170,480.40. This position is responsible for developing, implementing, and maintaining a comprehensive emergency services program for the City of Santa Clara.

It is recommended to change the salary range to \$182,340.36 - \$235,956.12.

#### Approval and Adoption of the Unclassified Salary Plan

The Unclassified Salary Plan is recommended to be modified to:

Revise the classification of Emergency Services Coordinator to Emergency Services Officer (Job Code 106) classification - with an annual salary range of approximately \$182,340.36 - \$235,956.12.

#### 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 fiscal impact to revise class specifications.

#### 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) <<mailto:clerk@santaclaraca.gov>> or at the public information desk at any City of Santa Clara public library.

#### RECOMMENDATION

1. Approve modifications to the Permit Technician (Job Code 621) Classification Specification;
2. Approved modifications to the Jail Services Office (Job Code 353) Classification Specification;
3. Approve modifications to the Electric Program Manager (Job Code 424) Classification Specification;
4. Approve modifications to the Emergency Services Coordinator (Job Code 106) Classification Specification; and
5. Adopt a Resolution to approve the revised unclassified salary plan to satisfy the requirements of California Code of Regulations Section 570.5.

Reviewed by: Aracely Azevedo, Director, Human Resources

Approved by: Office of the City Manager

#### ATTACHMENTS

1. Class Specification (clean), Permit Technician (Job Code 621)
2. Class Specification (track changes), Permit Technician (Job Code 621)
3. Class Specification (clean), Jail Service Officer (Job Code 353)
4. Class Specification (track changes), Jail Service Officer (Job Code 353)
5. Class Specification (clean), Electric Program Manager (Job Code 424)
6. Class Specification (track changes), Electric Program Manager (Job Code 424)
7. Class Specification (clean), Emergency Services Coordinator (Job Code 106)
8. Class Specification (track changes), Emergency Services Coordinator (Job Code 106)
9. Resolution Updated Unclassified Salary Plan (05-1-2023)
10. Unclassified Salary Plan Effective 5-1-2023 (for Council 03-21-2023)

**CITY OF SANTA CLARA, CALIFORNIA  
CLASS SPECIFICATION**

**TITLE: PERMIT TECHNICIAN (JOB CODE 621)**

<b>DEPARTMENT</b>	<b>ACCOUNTABLE TO</b>	<b>FLSA STATUS</b>
Varies	Varies	Non-Exempt

**CLASS SUMMARY**

The Permit Technician is responsible for processing all building or fire permits, coordinating permitting activities with other departments, and performs related work in the City of Santa Clara Permit Center or Community Risk Reduction Division. Performs related work as required.

**DISTINGUISHING CHARACTERISTIC**

The Permit Technician is an entry level classification in the Permit Technician series. Incumbents work under direct supervision and are expected to follow established procedures and policies in order to perform the job duties. Work is generally reviewed on completion of task. Incumbents will evaluate situations, identify problems, and exercise sound independent judgment within established guidelines. This classification is distinguished from the Senior Permit Technician classification in that the latter possess journey level knowledge and experience required to perform the more complex work assigned to the series and acts as a lead to Permit Technicians.

**MINIMUM QUALIFICATIONS**

***EDUCATION AND EXPERIENCE***

- Graduation from high school or possession of a G.E.D.; **AND**
- One (1) of the following experience patterns:
  - Two (2) years of increasingly responsible office experience that involves extensive public contact in fire, planning, building, engineering, architecture, building construction trades, or related field; **or**
  - One (1) year of permit technician experience in a City or County Fire, Building, or Community Development Department.

***ACCEPTABLE SUBSTITUTION:***

- Completion of 30-semester units/90 quarter units of college education from an accredited college or university, may be substituted for one (1) year of the required two (2) years of the required experience.

***LICENSE AND/OR CERTIFICATES***

- Possession of an appropriate, valid Class C California driver's license is required at time of appointment.
- Possession of an International Code Council (ICC) Permit Technician certification is required to be obtained and maintained within one (1) year of appointment.

**OTHER REQUIREMENTS**

Must be able to perform all the essential functions of the job assignment.

## **PERMIT TECHNICIAN (621)**

### **TYPICAL DUTIES**

This description may not include all the duties listed below, nor do the examples cover all duties that may be performed.

Under direct supervision:

- Performs clerical and public counter work and customer service related to the City's development process;
- Provides information to the public regarding City regulations, procedures, and policies;
- Reviews and prepares various plan checks for express plan review, permit applications, materials, documents, and plan submittals for permits and verifies accuracy, completeness, and compliance with pertinent laws and City guidelines;
- Assists applicants in completing the permit application process;
- Responds to customers about permit inquiries and may serve as a liaison to developers or contractors in order to provide status updates on applications;
- Calculates review, inspection, permit, and related fees, and collects funds and issues receipts;
- Issues construction and/or operational permits;
- Performs computer data entry, data organization, and records access retrieval;
- Maintains logs and records of permits issued;
- Performs simple plan checks and prepares plan checks for review;
- Distributes, coordinates, monitors, tracks, and files construction documents and permits for utilizing data management systems;
- Researches files and databases regarding prior actions, decisions, development activities, and other information as required;
- Verifies zoning, geologic hazard, environmental contamination, flood zone, historic, and other status of permit sites;
- May assist in preparing reports, including but not limited to revenue and workflow reporting;
- May assist in recommending process or procedural improvements;
- Coordinates workflow with other City departments and outside agencies; and
- Performs other related duties as assigned.

### **KNOWLEDGE, SKILLS, AND ABILITIES**

Knowledge of:

- Building, Fire, and/or environmental Codes and regulations, maps, reading/reviewing construction plans and specifications, terminology and processes;
- Database and records management practices and procedures;
- Procedures associated with construction and operational permits; and
- Policies and procedures of fee assessment.

Ability to:

- Read, understand, apply, and explain basic laws, City ordinances, regulations, and procedures that are routine in nature;
- Analyze and resolve specific applications, plan review, and permit inquiries;
- Deal effectively with customers and staff and use basic principles and techniques of customer service;



## **PERMIT TECHNICIAN (621)**

- Actively participate in process improvement changes to streamline procedures and processes;
- Assist in providing technical training to departmental staff;
- Read and interpret construction plans and specifications;
- Make accurate mathematical calculations regarding fees;
- Perform accurate data entry;
- Operate variety office equipment and use City systems and applications, including Microsoft Office Suite and other applicable City databases;
- Handle multiple priorities, organize workload, and meet strict deadlines;
- Evaluate situations, identify problems, and exercise sound independent judgment within established guidelines
- Communicate clearly and effectively orally and in writing;
- Work in a team-based environment to achieve common goals;
- Work effectively with the public, developers, consultants, and other City staff; and
- Bend, stoop, reach, carry, climb, and lift as necessary to perform assigned duties.

### **SUPERVISION RECEIVED**

Works under the supervision of the Permit Center Manager, Senior Plans Examiner, Plans Examiner, Senior Permit Technician, or other staff as assigned.

### **SUPERVISION EXERCISED**

- May assist in the training of new and as-needed personnel as assigned.
- May act as a lead over Customer Service Representatives – Permit Center, office support, or as-needed personnel as assigned.

### **OTHER REQUIREMENTS**

Must be able to perform all the essential functions of the job assignment.

### **CLASSIFICATION HISTORY**

Established 05/2008; Rev. 11/2019; Rev. 03/2023

CITY OF SANTA CLARA, CALIFORNIA  
CLASS SPECIFICATION

**TITLE: PERMIT TECHNICIAN (JOB CODE 621)**

<b><u>DEPARTMENT</u></b>	<b><u>ACCOUNTABLE TO</u></b>	<b><u>FLSA STATUS</u></b>
<u>Varies</u>	<u>Varies</u>	<u>Non-Exempt</u>

**Description****CLASS SUMMARY**

The Permit Technician is responsible for processes-processing all building or fire permits, coordinating inges permitting activities with other departments, and performs related work in the City of Santa Clara Permit Center or Community Risk Reduction Division. Performs related work as required.

**DISTINGUISHING CHARACTERISTIC**

The Permit Technician is an entry level classification in the Permit Technician series. Incumbents work under direct supervision and are expected to follow established procedures and policies in order to perform the job duties. Work is generally reviewed on completion of task. Incumbents will evaluate situations, identify problems, and exercise sound independent judgment within established guidelines. This classification is distinguished from the Senior Permit Technician classification in that the latter possess journey level knowledge and experience required to perform the more complex work assigned to the series and acts as a lead to Permit Technicians.

**MINIMUM QUALIFICATIONS**

**EDUCATION AND EXPERIENCE**

- Graduation from high school or possession of a G.E.D. and-AND
- One (1) of the following experience patterns:
  - Three (3)Two (2) years of increasingly responsible office experience that involves extensive public contact in fire, planning, building-zoning, engineering, architecture, or building construction trades, or related field; or
  - One (1) year of permit technician experience in a City or County Fire, Building, or Community Development Department.

**ACCEPTABLE SUBSTITUTIONS: Possible Substitutions:**

- Completion of 30-semester units/90 quarter units of college education from an accredited college or university, including courses in drafting, mathematics, statistics, economics, and related courses may be substituted for one (1) year of the required three-two (2) years of the required experience.

**LICENSE AND/OR CERTIFICATES**

- Possession of an appropriate, valid Class C California driver's license is required at time of appointment.
- Possession of an International Code Council (ICC) Permit Technician certification is required to be obtained and maintained within one (1) year of appointment.

## **PERMIT TECHNICIAN (621)**

### **OTHER REQUIREMENTS**

Must be able to perform all the essential functions of the job assignment.

### **TYPICAL DUTIES**

This description ~~Each position in this classification~~ may not include all the duties listed below, nor do the examples cover all duties that may be performed.

Under direct supervision:

- Performs clerical and public counter work and customer service related to the City's development process;
- Provides information to the public regarding City regulations, procedures, and policies;
- Reviews and prepares various plan checks for express plan review, permit applications, materials, documents, and plan submittals for permits ~~to assure~~ and verifies accuracy, completeness, and compliance with pertinent laws and City guidelines;
- Assists applicants in completing the permit application process;
- Responds to customers about permit inquiries and may serve as a liaison to developers or contractors in order to provide status updates on applications;
- Calculates review, inspection, permit, and related fees, and collects funds and issues receipts; permit fees;
- Issues construction and/or operational permits;
- Performs computer data entry, data organization, and records access retrieval;
- Maintains logs and records of permits issued;
- Performs simple plan checks and prepares plan checks for review;
- Distributes, coordinates, monitors, tracks and files construction documents and permits for utilizing data management systems; plans for plan checking;
- Researches files and databases regarding prior actions, decisions, development activities, and other information as required; Conducts research on past and current file activity;
- Verifies zoning, geologic hazard, environmental contamination, flood zone, historic, and other status of permit sites;
- May assist in preparing reports, including but not limited to revenue and workflow reporting;
- May assist in recommending process or procedural improvements;
- Coordinates action and workflow with other City departments and outside agencies; and
- Performs other related duties, as assigned.

### **KNOWLEDGE, SKILLS, AND ABILITIES**

Knowledge of:

- ~~Building, Fire, and/or environmental~~ Codes and regulations, maps, reading/reviewing construction plans and ~~and~~ specifications, terminology and processes;
- Database and records management practices and procedures;-
- Procedures associated with construction and operational permits; and
- Policies and procedures of fee assessment.

Ability to:

- Read, understand, apply, and explain basic laws, City ordinances, regulations, and procedures that are routine in nature;

## **PERMIT TECHNICIAN (621)**

- Analyze and resolve specific applications, plan review, and permit inquiries;
- Deal effectively with customers and staff and use basic principles and techniques of customer service;
- Actively participate in process improvement changes to streamline procedures and processes;
- Assist in providing technical training to departmental staff;
- Read and interpret construction plans and specifications~~blueprints~~;
- Make accurate mathematical calculations regarding fees;
- ~~Operate a variety of standard office equipment, including a computer, fax machine, telephone, and copier;~~
- ~~Comprehend and implement office automation concepts;~~
- Perform accurate data entry;
- Operate variety office equipment and uUse City systems and applications, including Microsoft Suite word processing and other application City databases applications (e.g., Word, Access, Exeel);
- Handle multiple priorities, organize workload, and meet strict deadlines;
- ~~Evaluate situations, identify problems, and exercise sound independent judgment within established guidelines;~~
- Communicate clearly and effectively orally and in writing;
- Work in a team-based environment to achieve common goals;
- Work effectively with the public, developers, consultants, and other City staff; and
- Bend, stoop, reach, carry, climb, and lift as necessary to perform assigned duties.

## **SUPERVISION RECEIVED**

Works under the supervision of the Permit Center Manager, Senior Plans Examiner, Plans Examiner, Senior Permit Technician, or other staff as assigned.

## **SUPERVISION EXERCISED**

- May assist in the training of new and as-needed personnel as assigned.
- May act as a lead over Customer Service Representatives – Permit Center, office support, or as-needed personnel as assigned.

## **OTHER REQUIREMENTS**

Must be able to perform all ~~of the~~ essential functions of the job assignment.

## **CLASSIFICATION HISTORY**

Established 05/2008; Rev. 11/2019; Rev. 03/2023

**CITY OF SANTA CLARA, CALIFORNIA  
CLASS SPECIFICATION**

**TITLE: JAIL SERVICE OFFICER (353)**

<b>DEPARTMENT</b>	<b>ACCOUNTABLE TO</b>	<b>FLSA STATUS</b>
Police	Various	Non-Exempt

**CLASS SUMMARY**

Operates the temporary detention facility, fingerprints and photographs arrestees in the booking process, conducts searches and inventory of property, monitors building security console, maintains detention records and releases prisoners as authorized. Performs related duties as assigned.

**DISTINGUISHING CHARACTERISTICS**

This is a stand-alone non-sworn classification and is distinguished from sworn classifications in that the incumbent is focused on proactive security procedures and processes involved in operating the department's temporary holding facility. Incumbents work under general direction and are expected to follow set procedures and work patterns in alignment with Department Standard Operating Procedures.

**MINIMUM QUALIFICATIONS**

***EDUCATION AND EXPERIENCE***

- Graduation from high school or possession of a G.E.D., and
- Three (3) years' experience requiring considerable contact with the general public.

***ACCEPTABLE SUBSTITUTION***

None.

***LICENSES/CERTIFICATIONS***

Possession of a valid California Class C driver's license is required at time of appointment.

***DESIRABLE QUALIFICATIONS***

- Working within a law enforcement agency, related agency, or the U.S. Armed Forces,  
OR
- Completion of the Corrections Academy (Adult Corrections Officer Core Course) training approved by the California State Board of Corrections.

***OTHER REQUIREMENTS***

- All candidates will be required to pass a City background investigation, which will include fingerprinting, polygraph and psychological examinations.
- Incumbents will be required to pass various state and county tests that may include CJIC/2 and DOJ/NCIC.
- Successful completion of training to comply with California Code of Regulations §T15-1024 as it pertains to supervising inmates in a temporary holding facility is required within twelve (12) months of appointment.
- Any employee hired or rehired on or after January 1, 2023 will be required to complete

## **JAIL SERVICE OFFICER (353)**

the Corrections Academy (Adult Corrections Officer Core Course) within one (1) year of hire as a condition of employment.

- Must be able to perform all of the essential functions of the job assignment.

### **TYPICAL DUTIES**

This description may not include all the duties listed below, nor do the examples cover all duties that may be performed.

Under general direction, the incumbent:

- Operates the department's temporary detention facility.
- Fingerprints and photographs arrested persons during the booking process.
- Conducts searches and inventories property, such searches may involve feeling and detecting objects, bending, crouching or stooping.
- Exercises physical control over violent and uncooperative individuals.
- Monitors building security console, coordinates response to internal security situations.
- Monitors all movement of individuals entering or departing the detention facility.
- Engages in activities in confined areas, works various shifts.
- Exercises independent judgment.
- Processes and releases prisoners.
- Inspects unclothed persons.
- May be exposed to bodily fluids and wastes.
- May encounter diseased persons.
- Subdues resisting individuals by using maneuvers and/or resorting to the use of hands and feet and other approved devices in self defense.
- Breaks up fights and skirmishes.
- Maintains detention records.
- Inspects detention facility for cleanliness and proper order.
- Receives bail monies.
- Releases prisoners when and as authorized and completes related records.
- Observes prisoners for medical symptoms and initiates action for medical care when necessary.
- Operates standard office machines, computer equipment and various software programs.
- Accurately enters information into various computer databases, including Livescan.
- Prepares forms and reports as required.
- Keeps and completes a variety of records and reports.
- Performs routine clerical duties.
- Enters and receives a variety of information from law enforcement computer information networks.
- Assists the Desk Officer with tasks, including: taking telephone reports, giving information and directions to the general public, contacting the public at the front desk and handling their requests, preparing various crime reports, signing-off 40610 CVC citations.
- Operates a two-way portable radio, and
- Performs other related duties as required.

## **JAIL SERVICE OFFICER (353)**

### **KNOWLEDGE, SKILLS, & ABILITIES**

#### **Knowledge of:**

- Project and workload planning
- Environmental and safety practices, procedures and standards

#### **Ability to:**

- Understand and execute oral and written instructions
- Be courteous but firm in maintaining effective communication with the public and arrested persons;
- Read and understand laws, ordinances, departmental policies, rules, and instructions;
- Cope with hostile and aggressive behaviors;
- React calmly to the stress of emergencies;
- Work effectively in seeking the cooperation of individuals from a variety of backgrounds;
- Learn first aid and cardiopulmonary resuscitation;
- Work effectively in time-sensitive situations and meet deadlines;
- Coordinate multiple projects and complex tasks simultaneously;
- Verbally communicate clearly and effectively both verbally and in writing with both internal City Staff and the general public by using correct English grammar, spelling and punctuation;
- Deal tactfully and courteously with others;
- Establish and maintain effective working relationships with those contacted in the course of work;
- Work in a team-based environment and achieve common goals;
- Perform tasks without being told, working in the interest of the City, a self starter;
- Maintain composure and work accurately in emergency situations;
- Work in a highly structured, rank organized environment where all communications are recorded or documented and reviewed as public record;
- Think and reason logically, especially in pressure situations;
- Evaluate alternative courses of action and make sound decisions in a timely manner;
- Extract information through oral questioning;
- Obtain certification as an intoxilyzer operator;
- Think and act quickly in emergencies;
- Assess situations and people;
- Learn, demonstrate, and apply various self-defense techniques;
- Endure verbal and mental abuse when confronted with the hostile views and opinions of prisoners and other people encountered in an antagonistic environment;
- Engage in physically strenuous activities, including: using physical techniques to control persons, pushing or shoving persons to defend self, wrestling people to the ground, breaking up fights between people, operating fire extinguishers or other fire equipment;
- Make independent decisions; and
- Bend, stoop, reach, carry, crawl, climb and lift as necessary to perform assigned duties.

### **SUPERVISION RECEIVED**

### **JAIL SERVICE OFFICER (353)**

- Works under the general direction of a Police Sergeant, Lieutenant, or Watch Commander

### **SUPERVISION EXERCISED**

None.

### **SPECIAL CONDITIONS**

- Incumbents must have the ability to work, as assigned, on schedules that may include weekends, holidays, non-traditional work hours; and work overtime as required.
- May be considered to be on-call for emergency response at all times while on duty, including during lunch and break periods.

### **CLASSIFICATION HISTORY**

Established: 9/2007; Rev: 9/2016 Rev. 3/2023



**CITY OF SANTA CLARA, CALIFORNIA  
CLASS SPECIFICATION**

**TITLE: JAIL SERVICE OFFICER (353)**

<b><u>DEPARTMENT</u></b>	<b><u>ACCOUNTABLE TO</u></b>	<b><u>FLSA STATUS</u></b>
<u>Police</u>	<u>Various</u>	<u>Non-Exempt</u>

**CLASS SUMMARY**

Operates the temporary detention facility, fingerprints and photographs arrestees in the booking process, conducts searches and inventory of property, monitors building security console, maintains detention records and releases prisoners as authorized- -Performs related duties as assigned.

**DISTINGUISHING CHARACTERISTICS**

This is a stand-alone non-sworn classification and is distinguished from sworn classifications in that the incumbent is focused on proactive security procedures and processes involved in operating the department's temporary holding facility. Incumbents work under general direction and are expected to follow set procedures and work patterns in alignment with Department Standard Operating Procedures.

**MINIMUM QUALIFICATIONS**

**EDUCATION AND EXPERIENCE**

- Graduation from high school or possession of a G.E.D., and
- Three (3) ~~years experience~~years' experience requiring considerable contact with the general public.

**ACCEPTABLE SUBSTITUTION**

None.

**LICENSES/CERTIFICATIONS**

Possession of a valid California Class C driver's license is required at time of appointment.

**DESIRABLE QUALIFICATIONS**

- Working within a law enforcement agency, related agency, or the U.S. Armed Forces, OR
- Completion of the Corrections Academy (Adult Corrections Officer Core Course) ~~Correctional Officer~~ training approved by the California State Board of Corrections.

**OTHER REQUIREMENTS**

- All candidates will be required to pass a City background investigation, which will include fingerprinting, polygraph and psychological examinations.
- Incumbents will be required to pass various state and county tests that may include CJIC/2 and DOJ/NCIC.
- Successful completion of training to comply with California Code of Regulations §T15-1024 as it pertains to supervising inmates in a temporary holding facility is required within twelve (12) months of appointment.

## **JAIL SERVICE OFFICER (353)**

- Any employee hired or rehired on or after January 1, 2023 will be required to complete the Corrections Academy (Adult Corrections Officer Core Course) within one (1) year of hire as a condition of employment.
- Must be able to perform all of the essential functions of the job assignment.

### **TYPICAL DUTIES**

This description may not include all the duties listed below, nor do the examples cover all duties that may be performed.

Under general direction, the incumbent:

- Operates the department's temporary detention facility.
- Fingerprints and photographs arrested persons during the booking process.
- Conducts searches and inventories property, such searches may involve feeling and detecting objects, bending, crouching or stooping.
- Exercises physical control over violent and uncooperative individuals.
- Monitors building security console, coordinates response to internal security situations.
- Monitors all movement of individuals entering or departing the detention facility.
- Engages in activities in confined areas, works various shifts.
- Exercises independent judgment.
- Processes and releases prisoners.
- Inspects unclothed persons.
- May be exposed to bodily fluids and wastes.
- May encounter diseased persons.
- Subdues resisting individuals by using maneuvers and/or resorting to the use of hands and feet and other approved devices in self defense.
- Breaks up fights and skirmishes.
- Maintains detention records.
- Inspects detention facility for cleanliness and proper order.
- Receives bail monies.
- Releases prisoners when and as authorized and completes related records.
- Observes prisoners for medical symptoms and initiates action for medical care when necessary.
- Operates standard office machines, computer equipment and various software programs.
- Accurately enters information into various computer databases, including Livescan.
- Prepares forms and reports as required.
- Keeps and completes a variety of records and reports.
- Performs routine clerical duties.
- Enters and receives a variety of information from law enforcement computer information networks.
- Assists the Desk Officer with tasks, including: taking telephone reports, giving information and directions to the general public, contacting the public at the front desk and handling their requests, preparing various crime reports, signing-off 40610 CVC citations.
- Operates a two-way portable radio, and

## **JAIL SERVICE OFFICER (353)**

- Performs other related duties as required.

### **KNOWLEDGE, SKILLS, & ABILITIES**

#### **Knowledge of:**

- Project and workload planning
- Environmental and safety practices, procedures and standards

#### **Ability to:**

- Understand and execute oral and written instructions
- Be courteous but firm in maintaining effective communication with the public and arrested persons;
- Read and understand laws, ordinances, departmental policies, rules, and instructions;
- Cope with hostile and aggressive behaviors;
- React calmly to the stress of emergencies;
- Work effectively in seeking the cooperation of individuals from a variety of backgrounds;
- Learn first aid and cardiopulmonary resuscitation;
- Work effectively in time-sensitive situations and meet deadlines;
- Coordinate multiple projects and complex tasks simultaneously;
- Verbally communicate clearly and effectively both verbally and in writing with both internal City Staff and the general public by using correct English grammar, spelling and punctuation;
- Deal tactfully and courteously with others;
- Establish and maintain effective working relationships with those contacted in the course of work;
- Work in a team-based environment and achieve common goals;
- Perform tasks without being told, working in the interest of the City, a self starter;
- Maintain composure and work accurately in emergency situations;
- Work in a highly structured, rank organized environment where all communications are recorded or documented and reviewed as public record;
- Think and reason logically, especially in pressure situations;
- Evaluate alternative courses of action and make sound decisions in a timely manner;
- Extract information through oral questioning;
- Obtain certification as an intoxilyzer operator;
- Think and act quickly in emergencies;
- Assess situations and people;
- Learn, demonstrate, and apply various self-defense techniques;
- Endure verbal and mental abuse when confronted with the hostile views and opinions of prisoners and other people encountered in an antagonistic environment;
- Engage in physically strenuous activities, including: using physical techniques to control persons, pushing or shoving persons to defend self, wrestling people to the ground, breaking up fights between people, operating fire extinguishers or other fire equipment;
- Make independent decisions; and
- Bend, stoop, reach, carry, crawl, climb and lift as necessary to perform assigned duties.

## **JAIL SERVICE OFFICER (353)**

### **SUPERVISION RECEIVED**

- Works under the general ~~directions~~<sup>supervision</sup> of a Police Sergeant-, Lieutenant, or Watch Commander ~~or civilian Police Records Supervisor.~~

### **SUPERVISION EXERCISED**

None.

### **SPECIAL CONDITIONS**

- Incumbents must have the ability to work, as assigned, on schedules that may include ~~Saturdays, Sundays, weekends,~~ holidays, non-traditional work hours; and ~~a willingness to~~ work overtime as required.
- May be considered to be on-call for emergency response at all times while on duty, including during lunch and break periods.

### **CLASSIFICATION HISTORY**

Established: 9/2007; Rev: 9/2016 Rev. 3/2023

**CITY OF SANTA CLARA, CALIFORNIA  
CLASS SPECIFICATION**

**TITLE: ELECTRIC PROGRAM MANAGER (JOB CODE 424)**

<b>DEPARTMENT</b>	<b>ACCOUNTABLE TO</b>	<b>FLSA STATUS</b>
Electric	Varies	Exempt

**CLASS SUMMARY**

Under general direction, incumbents manage an operational or administrative program or service area in the Electric Utility (Silicon Valley Power). Responsibilities range to include administrative duties, planning, developing, implementing, evaluating, and managing the program or service area. Incumbents supervise staff assigned to a program or service area and serve as the subject matter expert in their assigned specialty. Performs related work as assigned.

As a member of the City's Unclassified Service, this is an "at-will" position and the incumbent serves at the discretion of the City Manager. An incumbent in this classification demonstrates strong ethical, professional, and service-oriented leadership and interpersonal skills; sets a good example; and correctly applies the tenets of the City's Code of Ethics and values.

**DISTINGUISHING CHARACTERISTICS**

The Electric Program Manager is a management classification, that has responsibility for overseeing a primary operational or administrative program within the Department. Incumbents typically are responsible for supervising subordinate supervisors and may manage external contracts assigned to the program or service area. Incumbents may have influence on administrative direction in assigned specialty. The Electric Program Manager is distinguished from Electric Division Manager in that the latter has responsibility for multiple operational or core service functions of a department. The Electric Program Manager is distinguished from subordinate supervisory staff in that the latter has responsibility to oversee a professional and administrative staff, generally are assigned to projects or programs with lesser responsibility in terms of costs, resources, and impact to organization, and assigned to less complex assignments.

**MINIMUM QUALIFICATIONS**

**EDUCATION AND EXPERIENCE**

- Education and experience equivalent to graduation from an accredited college or university with a Bachelor's Degree in Engineering, Economics, Public or Business Administration, Environmental Sciences, Finance or a closely-related field; AND
- Three (3) years experience leading, supervising, managing, and coordinating customer related programs, project management, building facilities management, or writing, developing or administering safety or environmental compliance standards; OR
- Generation/Substation/Transmission and Distribution/System Operations Specialties: Three (3) years of experience in a lead, supervisory, or senior role performing work, including but not limited to a Supervisor, Engineer, Manager, Lead Technician, or Foreperson,

**ACCEPTABLE SUBSTITUTION**

- For Generation/Substation/Transmission and Distribution/System Operations Specialties: additional years of experience in a role equivalent to, but not limited to a Control Room

## **ELECTRIC PROGRAM MANAGER (JOB CODE 424)**

Operator, Electric Utility Technician, Engineer, Lineworker, or working in a lead, supervisory, or senior role performing work, including but not limited to a Supervisor, Manager, Lead Technician, or Foreperson may substitute for the degree requirement on a year for year basis up to four (4) years.

- For Generation/Substation/Transmission and Distribution/System Operations Specialties: Two (2) years of experience working in a role equivalent to, but not limited to a Control Room Operator, Electric Utility Technician, Engineer, or Lineworker may be substituted for one (1) year of experience as a lead, supervisor, or senior role up to six (6) years.
- Two (2) years of experience coordinating customer related programs, project management, building facilities management, or writing, developing or administering safety or environmental compliance standards may be substituted one (1) year of experience as a lead, supervisor, manager, and coordinator experience up to six (6) years.

### ***LICENSES/CERTIFICATIONS***

Possession of a valid Class C California driver's license is required at the time of appointment and for the duration of employment.

### ***DESIRABLE QUALIFICATIONS***

- An advanced degree in Engineering, Public or Business Administration, Environmental Sciences or related field is desirable.
- When assigned to Systems and Project Management, a: Project Management Professional (PMP) certification from Project Management Institute (PMI) or an equivalent certification from accredited program is desirable.
- When assigned to Generation/Substation/Transmission and Distribution/System Operations Specialties, experience working in a power plant, substation, transmission & distribution, or Electric System Control Center environment is desirable.
- When assigned to Safety Compliance, an in depth knowledge of OSHA and CalOSHA standards is desirable.
- When assigned to Environmental Compliance, an in-depth knowledge of Spill Prevention, Control and Countermeasures (SPCC), Air Permits, and Water Permits is desirable.

### ***OTHER REQUIREMENTS***

- Must be able to perform all of the essential functions of the job assignment.
- Incumbents may be subject to initial and periodic comprehensive background checks.
- May be required to work unusual hours and weekends in performance of their duties and be available on an "on call" basis.

### **TYPICAL DUTIES**

This description may not include all the duties listed below, nor do the examples cover all duties that may be performed.

Under general direction, the incumbent will:

- Plan, develop, implement, evaluate, and manage an assigned program or core department service area; Supervise subordinate supervisory, professional, technical, and/or clerical

## **ELECTRIC PROGRAM MANAGER (JOB CODE 424)**

- staff; participate in the selection, hiring, training, and coaching of staff; conduct performance evaluations; and implement disciplinary actions as required;
- Research and analyze program operations to ensure effective utilization of resources and increase productivity of work, provide regular reporting measures, conduct presentations, and make recommendations to management;
  - Plan and implement work plans and projects for assigned area;
  - Oversee daily operations of assigned program area and safety ensuring that all applicable regulatory requirements are followed;
  - Develop and monitor resource models and/or programs in alignment with State, Federal and local regulations and policies;
  - Deliver and manage communications to internal and external customers;
  - Administer program budget, including budget preparation, forecasting, and monitoring expenses and revenue;
  - Plan, implement, and monitor program or service area goals and objectives in alignment with Department goals to ensure effective programming and operations;
  - Monitor and report on assigned area activities, including managing resources, tracking short and long-term work activities and provide recommendations to management staff to improve efficiency in assigned area;
  - Serve as the subject matter expert in assigned specialty and provides consultation to subordinates, vendors, and management on assigned area of expertise;
  - Set the standard for safety and adhere to all applicable safety and environmental standards and regulations, including City safety standards and policies;
  - May act as a representative of the Department in assigned program or service area;
  - Implement programs which may include such functions as scheduling, coordinating, and assigning staff to projects;
  - Oversee request for proposal processes, participate in the preparation of vendor contracts, negotiate contracts, and act as lead contract administrator for planned program objectives;
  - Prepare a variety of narrative and periodic reports to keep management informed of program/project status;
  - Implement program audit systems to ensure appropriate use of public funds;
  - Develop qualitative and quantitative measures to evaluate program/project financial status, customer satisfaction, contractor performance, and public relations;
  - Maintain current knowledge of external program trends and legislation to ensure necessary compliance;
  - May represent the Department and participate in regional and state efforts to meet compliance, legislative and societal goals;
  - Develop, implement and evaluate marketing and educational materials to present to internal and external customers;
  - Use City computer applications (including but not limited to Microsoft Suite) and databases to track program status and funds and use;
  - Prepare reports, memos, and supporting documentation;
  - May act as Division Manager on a temporary basis, as assigned; and
  - Perform other related duties as assigned.

## **ELECTRIC PROGRAM MANAGER (JOB CODE 424)**

### **KNOWLEDGE, SKILLS, & ABILITIES**

#### **Knowledge of:**

- Local, State and Federal Laws related to environmental, safety, health, electrical system construction, maintenance, inspection, and NERC regulations pertaining Electric Utilities;
- Best practice utility maintenance and project planning strategies and methods;
- Cost-benefit and return on investment analysis for proposed programs
- Basic understanding of Electric Utility economics, methodologies and principles;
- Best practice utility compliance, maintenance and operations methods;
- Electric department contract methodologies;
- Project management tools and methodologies, including workload planning and budgeting;
- Project and workload planning;
- Preparation, negotiation, and administration of contracts and fiscal planning;
- Negotiation techniques and strategies;
- Principles and practices of customer service;
- Research methods and statistical analysis;
- Principles and practices of management, employee supervision, training, and performance evaluation;
- Pertinent State, Federal, and Local laws and regulations for assigned specialty area;
- Problem solving and conflict resolution practices and techniques; and
- Office safety practices, procedures and standards.

#### **Ability to:**

- Develop, implement, and monitor programs and projects;
- Effectively problem solve with various teams and management to improve and streamline processes;
- Supervise staff in compliance with applicable Memorandum of Understandings
- Analyze situations, identify problems, and exercise sound independent judgment within established guidelines;
- Identify, research and gather relevant information from a variety of sources;
- Collect and analyze data and prepare a variety of statistical and narrative reports;
- Operate standard office equipment and learn City databases and software programs;
- Develop and maintain electronic databases;
- Effectively develop, negotiate, and monitor contracts;
- Interpret and apply laws and regulations, policies and procedures;
- Communicate clearly and effectively both orally and in writing and carry out oral and written instructions;
- Prepare and present clear, concise and complex written and oral reports and presentations;
- Develop and conduct effective public relations programs on assigned specialty;
- Speak effectively before large groups of people;
- Establish and maintain tactful, courteous and effective working relationships with those contacted in the course of work including the general public;



## **ELECTRIC PROGRAM MANAGER (JOB CODE 424)**

- Work independently with minimal supervision;
- Work effectively as a member of the department to achieve common goals and be able to deliver excellent customer service to both internal and external City clients;
- Work effectively in time-sensitive situations and meet deadlines;
- Coordinate multiple projects and complex tasks simultaneously;
- Develop creative and practical solutions to complex and difficult problems; and
- Bend, stoop, reach, carry, climb, and lift as necessary to perform assigned duties.

### **SUPERVISION RECEIVED**

Works under the general supervision of the Director of Electric Utility, Assistant Director of Electric Utility, Electric Division Manager, or other manager as assigned.

### **SUPERVISION EXERCISED**

Provides supervision for professional, technical, and other support staff as assigned.

### **CONFLICT OF INTEREST**

Incumbents in this position are required to file a Conflict of Interest statement upon assuming office, annually, and upon leaving office, in accordance with City Manager's Directive 100.

### **CLASSIFICATION HISTORY**

Established 10/2010; Rev. 01/2018; Rev. 03/2023

**CITY OF SANTA CLARA, CALIFORNIA  
CLASS SPECIFICATION**

**TITLE: ELECTRIC PROGRAM MANAGER (JOB CODE 424)**

<u>DEPARTMENT</u>	<u>ACCOUNTABLE TO</u>	<u>FLSA STATUS</u>
<u>Electric</u>	<u>Varies</u>	<u>Exempt</u>

**Description****CLASS SUMMARY**

Under general direction, incumbents manage an operational or administrative program or service area in the Electric Utility (Silicon Valley Power). Responsibilities range to include administrative duties, planning, developing, implementing, evaluating, and managing the program or service area. Incumbents supervise staff assigned to a program or service area and serve as the subject matter expert in their assigned specialty. Performs related work as assigned.

This is a management position in the unclassified service responsible for managing the multimillion dollar customer-focused programs or project management in the following areas:

- Public Benefit concentration: The incumbent performs administrative and promotional duties entailing the development and supervision of special state mandated community wide program activities.
- Fiber Optics and Networks concentration: The incumbent performs administrative duties entailing the areas of fiber optics, dark fiber leasing, and communication delivery to internal and external customers.
- Maintenance and Project Planning concentration: The incumbent performs maintenance project planning for utility assets and/or provides intra-City program support for departments, such as Public Works-Traffic Engineering or Water and Sewer Utilities.
- Systems and Project Management concentration: The incumbent is responsible for the concurrent management of one or more complex projects as part of the utility's technology program.
- Generation concentration: The incumbent is responsible for the power plant processes and equipment, including operations and maintenance practices and procedures

This class requires a demonstrated ability to work well with management, professional and administrative support employees in the Electric Department and with customers, professionals, managers, and all City Departments.

As a member of the City's Unclassified Service, this is an "at-will" position and the incumbent serves at the discretion of the City Manager. An incumbent in this classification demonstrates strong ethical, professional, and service-oriented leadership and interpersonal skills; sets a good example; and correctly applies the tenets of the City's Code of Ethics and values.

**DISTINGUISHING CHARACTERISTICS**

The Electric Program Manager is a management classification, that has responsibility for overseeing a primary operational or administrative program within the Department. Incumbents typically are responsible for supervising subordinate supervisors and may manage external contracts assigned to the program or service area. Incumbents may have influence on administrative direction in assigned specialty. The Electric Program Manager is distinguished from Electric Division Manager in that the latter has responsibility for multiple operational or core service functions of a department. The Electric Program Manager is distinguished from

## **ELECTRIC PROGRAM MANAGER (JOB CODE 424)**

subordinate supervisory staff in that the latter has responsibility to oversee a professional and administrative staff, generally are assigned to projects or programs with lesser responsibility in terms of costs, resources, and impact to organization, and assigned to less complex assignments.

### **MINIMUM QUALIFICATIONS**

#### ***EDUCATION AND EXPERIENCE***

- Education and experience equivalent to graduation from an accredited college or university with a Bachelor's Degree in Engineering, Economics, Public or Business Administration, Environmental Sciences, Finance or a closely-related field; ~~and~~**AND**
- Three (3) years experience ~~in~~**leading, supervising,** managing, and coordinating ~~City or~~ customer related programs, project management, ~~or~~ building facilities management, **or writing, developing or administering safety or environmental compliance standards;**
- ~~Generation/Substation/Transmission and Distribution/System Operations Specialties: concentration Five-Three(35) years of experience in a lead, or~~**Supervisory, or senior role performing work, including but not limited to a Shift Supervisor, Engineer, Operations Manager, or O&M Manager, Lead Technician, or Foreperson, in a power plant environment**

#### ***ACCEPTABLE SUBSTITUTION***

- For Generation/Substation/Transmission and Distribution/System Operations -Specialties additional years of experience in a role equivalent to but not limited to a Control Room Operator, Electric Utility Technician, Engineer, Lineworker, or working in a lead, supervisory, or senior role performing work, including but not limited to a Supervisor, Manager, Lead Technician, or Foreperson may substitute for the degree requirement on a year for year basis up to four (4) years.
- For Generation/Substation/Transmission and Distribution/System Operations Specialties: Two (2) years of experience working in a role equivalent to but not limited to a Control Room Operator, Electric Utility Technician, Engineer or Lineworker may be substituted for one (1) year of experience as a lead, supervisor, or senior role up to six (6) years.
- Two (2) years of experience coordinating customer related programs, project management, building facilities management, or writing, developing or administering safety or environmental compliance standards may be substituted one (1) year of experience as a lead, supervisor, manager, and coordinator experience up to six (6) years.

### ***LICENSES/CERTIFICATIONS***

Possession of a valid Class C California driver's license is required at the time of appointment and for the duration of employment.

### ***DESIRABLE QUALIFICATIONS***

- An advanced degree in Engineering, Public or Business Administration, Environmental Sciences or related field is desirable.
- When assigned to Systems and Project Management, ~~a concentration:~~ Project Management Professional (PMP) certification from Project Management Institute (PMI) or an equivalent certification from accredited program is desirable.

## **ELECTRIC PROGRAM MANAGER (JOB CODE 424)**

- When assigned to Generation/Substation/Transmission and Distribution/System Operations Specialties, experience working in a power plant, substation, transmission & distribution, or Electric System Control Center environment is desirable.
- When assigned to Safety Compliance, an in depth knowledge of OSHA and CalOSHA standards is desirable.
- When assigned to Environmental Compliance, an in-depth knowledge of Spill Prevention, Control and Countermeasures (SPCC), Air Permits, and Water Permits is desirable.

### ***OTHER REQUIREMENTS***

- Must be able to perform all of the essential functions of the job assignment.
- ~~Systems and Project Management incumbent and Generation Incumbents~~ will may be subject to initial and periodic comprehensive background checks ~~and fingerprinting~~
- May be required to work unusual hours and weekends in performance of their duties and be available on an "on call" basis.

### **TYPICAL DUTIES**

This description may not include all the duties listed below, nor do the examples cover all duties that may be performed.

Under general direction, the incumbent will:

- ~~Duties may include, but are not limited to, the following.~~
- ~~Plan, develop, implement, evaluate, and mManage an assigned program or core department service area; and participate in the identification, development, and implementation of programs to benefit retail customers and the City;~~
- Supervise subordinate supervisory, professional, technical, and/or clerical staff; participate in the selection, hiring, training, and coaching of staff; conduct performance evaluations; and implement disciplinary actions as required;
- Research and analyze program operations to ensure effective utilization of resources and increase productivity of work, provide regular reporting measures, conduct presentations, and make recommendations to management;
- Plan and implement work plans and projects for assigned area;
- Oversee daily operations of assigned program area and safety ensuring that all applicable regulatory requirements are followed;
- Develop and monitor resource models and/or programs in alignment with State, Federal and local regulations and policies;
- Deliver and manage communications to internal and external customers;
- Administer program budget, including budget preparation, forecasting, and monitoring expenses and revenue;
- Plan, implement, and monitor program or service area goals and objectives in alignment with Department goals to ensure effective programming and operations;
- Monitor and report on assigned area activities, including managing resources, tracking short and long-term work activities and provide recommendations to management staff to improve efficiency in assigned area;

## **ELECTRIC PROGRAM MANAGER (JOB CODE 424)**

- Serve as the subject matter expert in assigned specialty and provides consultation to subordinates, vendors, and management on assigned area of expertise;
- Set the standard for safety and adhere to all applicable safety and environmental standards and regulations, including City safety standards and policies;
- May act as a representative of the Department in assigned program or service area;
- —
- ~~Public Benefit concentration: focusing in the areas of energy efficiency, renewable energy, low income services, and research and development of new energy technologies. Develops, implements, and monitors renewable resources, research and development of potential programs, and low income programs consistent with existing statutes and regulations.~~
- ~~Fiber Optics and Networks concentration: focusing in the areas of fiber optics, dark fiber leasing, and communication delivery to internal and external customers.~~
- ~~Maintenance and Project Planning concentration: focusing on asset management, forecasting, planning and tracking short term and long term maintenance and construction activities, reporting on activities and budgeting time and materials for maintenance and construction activities.~~
- ~~Systems and Project Management concentration: focusing on delivering information, communication, network, and technology systems to internal customers and supporting external customer service, by establishing time lines, requirement documents and managing resource allocation.~~

### **Generation concentration: Under general direction-**

- ~~Oversee the daily operations of the power plant as well as monitor for efficiency and safety ensuring that all applicable regulatory requirements are followed  
Set the standard for safety & integrity by adhering to all applicable safety standards, environmental standards & treatment of employees~~
- ~~Effectively and efficiently supervise the development and direction of the Operations team to drive value and productivity to benefit retail customers and the City~~
- ~~Issues operating instructions for economic dispatch, ensure optimum water balance is maintained and supervise the plant chemistry program~~
- ~~Responsible for O&M and major maintenance spending as well as the plants' efforts to achieve reliability & performance metrics~~
- ~~Ensure that all department staff under your direction are compliant with all local, State and Federal safety regulations, including but not limited to OSHA and CALOSHA, in addition to conformance with all City safety policies & procedures~~
- ~~Ensure compliance with all applicable local, State, and Federal Environmental regulations, included but not limited to BAAQMD, local CUPA, EPA and CalEPA in addition to conformance with all City environmental policies and procedures~~
- ~~Contribute towards the maintenance aspects of the O&M budget, with Profit & Loss accountability~~
- ~~Provide technical leadership in energy solutions and makes suggestions for the energy consumption of the plant~~
- ~~Monitor departmental performance against goals to ensure that progress is being made and that corrective action is taken if necessary~~

## **ELECTRIC PROGRAM MANAGER (JOB CODE 424)**

- ~~• Analyze and report on the daily, monthly and annual operations of the power plant~~
- ~~• Prepare forecasts of short and long term needs (on labor, performance and spare parts)~~
- 
- ~~• For all concentrations:~~
- ~~• Conduct research and perform analyses to make recommendations to management related to program design~~
- Implement programs which may include such functions as scheduling, coordinating, and assigning staff to projects;
- ~~• May select, manage, train, and evaluate staff assigned to programs and projects.~~
- ~~• Prepare forecasts of short and long term needs~~
- Oversee request for proposal processes, participate in the preparation of vendor contracts, negotiate contracts, and act as lead contract administrator for planned program objectives;
- Prepare a variety of narrative and periodic reports to keep management informed of program/project status;
- Implement program audit systems to ensure appropriate use of public funds;
- Develop qualitative and quantitative measures to evaluate program/project financial status, customer satisfaction, contractor performance, and public relations;
- ~~• Make recommendations for program/project modification to increase effectiveness~~
- ~~• Develop and maintain electronic databases for tracking program status and funds~~
- ~~• Maintain and monitor contract and program budgets and participate in the preparation of the division budget~~
- Maintain current knowledge of external program trends and legislation to ensure necessary compliance;
- May represent the Department and participate in regional and state efforts to meet compliance, legislative and societal goals;
- Develop, implement and evaluate marketing and educational materials to present to internal and external customers;
- Use City computer applications (including but not limited to Microsoft Suite) and databases to track program status and funds and use; ~~including electronic spreadsheets and word processing software;~~
- ~~• Prepare reports, memos, and supporting documentation;~~
- May act as Division Manager on a temporary basis, as assigned; and
- Perform other related duties as assigned.

## **KNOWLEDGE, SKILLS, & ABILITIES**

Knowledge of:

Specifically by concentration area:

Generation concentration:

- Local, State and Federal Laws related to environmental, safety, health, electrical system constructions, maintenance, inspection, and NERC regulations pertaining ~~to Generation facilities~~ Electric Utilities;
- ~~• Maintenance and project planning strategies~~

## ELECTRIC PROGRAM MANAGER (JOB CODE 424)

- Best practice utility maintenance and project planning strategies and methods;
- ~~Electric department contract methodologies~~
- Cost-benefit and return on investment analysis for proposed programs

### Public Benefit concentration

- ~~Energy efficiency methods and principles~~
- ~~Residential, commercial, and industrial energy audits and equipment~~
- ~~Renewable resources and low income programs~~
- Basic understanding of Electric Utility economics, methodologies and principles;

### Fiber Optic concentration

- ~~Fiber optic construction methods and principles~~
- ~~Fiber optic contract methodologies~~
- ~~Business-to-business marketing~~
- ~~State and Federal laws related to communication services~~
- ~~Product development and new business development techniques~~

### Maintenance and Project Planning concentration

- Best practice utility compliance, maintenance and operations methods;
- Electric department contract methodologies
- ~~Asset management fundamentals~~
- ~~State and Federal laws related to construction, maintenance and inspections~~

### Systems and Project Management concentration:

- Use of Project management tools and methodologies, including workload planning and budgeting;
- ~~Perform cost benefit and return on investment analysis for proposed programs~~
- ~~Defining information system application requirements now and in the future~~
- ~~Program management~~
- Project and workload planning
- Preparation, negotiation, and administration of contracts and fiscal planning;
- Negotiation techniques and strategies;
- Principles and practices of customer service;
- Research methods and statistical analysis;
- Principles and practices of management, employee supervision, training, and performance evaluation;
- Pertinent State, Federal, and Local laws and regulations for assigned specialty area;
- Problem solving and conflict resolution practices and techniques;
- ~~Computer applications such as Microsoft Word, Access, Excel, and PowerPoint;~~ and
- Office safety practices, procedures and standards.

### Ability to:

- Develop, implement, and monitor programs and projects;
- ~~Conduct~~ Effectively problem solve with various teams and management to improve and



## **ELECTRIC PROGRAM MANAGER (JOB CODE 424)**

- ~~streamline processes;~~~~ing~~
- Supervise staff in compliance with applicable Memorandum of Understandings
- ~~Evaluate-Analyze~~ situations, identify problems, and exercise sound independent judgment within established guidelines;
- Identify, research and gather relevant information from a variety of sources;
- Collect and analyze data and prepare a variety of statistical and narrative reports;
- Operate standard office equipment and learn City databases and software programs;
- ~~Use personal computers and applicable software~~
- Develop and maintain electronic databases;
- Effectively develop, negotiate, and monitor contracts;
- Interpret and apply laws and regulations, policies and procedures;
- ~~Communicate clearly and effectively both orally and in writing~~ and by using correct English grammar, spelling, and punctuation
- ~~Understand, follow, provide, and~~ carry out oral and written instructions;
- Prepare and present clear, concise and complex written and oral reports and presentations;
- Develop and conduct effective public relations programs on ~~energy conservation~~assigned specialty;
- Speak effectively before large groups of people;
- Establish and maintain tactful, courteous and effective working relationships with those contacted in the course of work including the general public;
- Work independently with minimal supervision;
- Work effectively as a member of the department to achieve common goals and be able to deliver excellent customer service to both internal and external City clients;
- Work effectively in time-sensitive situations and meet deadlines;
- Coordinate multiple projects and complex tasks simultaneously;
- Develop creative and practical solutions to complex and difficult problems; and
- Bend, stoop, reach, carry, climb, and lift as necessary to perform assigned duties.

### **SUPERVISION RECEIVED**

Works under the general supervision of the Director of Electric Utility, Assistant Director of Electric Utility, Electric Division Manager, or other manager as assigned.

### **SUPERVISION EXERCISED**

Provides supervision for professional, technical, and other support staff as assigned.

### **CONFLICT OF INTEREST**

Incumbents in this position are required to file a Conflict of Interest statement upon assuming office, annually, and upon leaving office, in accordance with City Manager's Directive 100.

### **CLASSIFICATION HISTORY**

Established 10/2010; Rev. 01/2018; Rev. 03/2023



**CITY OF SANTA CLARA, CALIFORNIA  
CLASS SPECIFICATION**

**TITLE: EMERGENCY SERVICES OFFICER (106)**

<b>DEPARTMENT</b>	<b>ACCOUNTABLE TO</b>	<b>FLSA STATUS</b>
City Manager's Office	Various	Exempt

**CLASS SUMMARY**

Responsible for developing, implementing, and maintaining a comprehensive emergency services program for the City of Santa Clara. Maintains and updates the City's emergency plans for operations, administration, personnel and equipment. Collaborates with all city-wide departments and regional, State, and Federal governmental agencies.

**DISTINGUISHING CHARACTERISTICS**

This is a professional managerial position in the Unclassified Service. As a member of the City Manager's Office, the incumbent will report to the City Manager, who is the Director of Emergency Services, or designee in administering the City's Emergency Services Program.

As a member of the City's Unclassified Service, this is an "at-will" position. The incumbent serves at the discretion of the City Manager. An incumbent in this classification demonstrates strong ethical, professional, and service-oriented leadership and interpersonal skills; sets a good example; and correctly applies the tenets of the City's Code of Ethics and Values.

**MINIMUM QUALIFICATIONS**

***EDUCATION AND EXPERIENCE***

- Any combination of education and experience equivalent to graduation from college with major course work in emergency management, public policy, public administration, business administration or an approved related field; and
- Five (5) years full time progressively responsible emergency management, emergency preparedness, and emergency response experience, and at least three years of project management or management experience.

***ACCEPTABLE SUBSTITUTIONS***

Additional full time supervisory or administrative experience may be substituted for the required education on a basis of one year full time experience being equal to 30 semester (45 quarter) units of college.

***LICENSES/CERTIFICATIONS***

- Possession of a valid Class C California driver's license is required at time of appointment and for duration of employment.
- Incumbent must be First Aid and CPR certified within one year of appointment.

## **EMERGENCY SERVICES OFFICER (JOB CODE 106)**

### ***DESIRABLE QUALIFICATIONS***

- Possession of International Association of Emergency Managers (IAEM) Certified Emergency Manager (CEM) Certificate.
- Political Skill: In taking action, demonstrates an understanding and consideration of how it will impact stakeholders and affected areas in the organization.
- Project Management: Ensures support for projects and implements agency goals and strategic objectives.
- Social Awareness: Demonstrates the ability to read or sense other people's emotions and how they influence the situation of interest or concern; demonstrates empathy and organization awareness.
- Knowledge of the functions of various City departments and outside agencies as they impact emergency preparedness and emergency response in the City of Santa Clara.

### **TYPICAL DUTIES**

Duties may include, but are not limited to the following.

Under general direction, as the Emergency Services Officer:

- Manage the City's Office of Emergency Services in conformity with federal and state requirements for participation in the federally and state funded Emergency Services programs and current trends;
- Maintain and update the City's emergency plans for operations, administration, personnel and equipment;
- Work collaboratively with all departments especially those that have Safety, Training and Compliance responsibilities;
- Serves as chief staff advisor during disaster response, and mitigation and planning efforts;
- Advise City departments in the maintenance and updating of standard operating procedures in the emergency plan;
- Lead the Hazard Mitigation Review Committee that conducts vulnerability assessments of City facilities to determine potential types and locations of damage due to earthquakes, hazardous spills, biological and chemical attacks, and special hazards needing emergency response and/or mitigation;
- Prepare plans for large scale emergencies like natural disasters;
- Coordinate with the whole community, e.g., regional, state, and federal governmental agencies, the public, and stakeholders to establish and maintain effective working relationships and communication prior to and during emergency incidents;
- Prepare user manuals for emergency procedures;
- Collaborate with the Fire Department in overseeing the Community Emergency Response Team (CERT) Program;
- Directs and supervises volunteer organizations;
- Build partnerships with private sector organizations, and their emergency response teams;
- Identify community preparedness issues including public education programs, e.g., Kaiser Hospital and Levi's Stadium;
- Prepare and maintain required local, state, and federal reports;
- Prepare grant proposals when needed;
- Manage and oversee maintaining the Emergency Operations Center in response-ready status;

## **EMERGENCY SERVICES OFFICER (JOB CODE 106)**

- Coordinate operational plans with those of other agencies;
- Assist the Finance Department in preparing data and materials in the preparation of the budget;
- Identify in-service training and safety educational programs as approved;
- Evaluate readiness of emergency operations staff including training;
- Confer with educational and training representatives and City departmental personnel to prepare and present training materials;
- Counsel with department heads, supervisors and employees on training and safety needs and availability of instruction;
- Prepare training and safety reference and promotional material; and
- Perform other duties as assigned.

### **KNOWLEDGE, SKILLS, & ABILITIES:**

#### Knowledge of:

- Principles and practices of emergency management, including hazard identification, mitigation and disaster preparedness, response and recovery;
- Organization, planning, analysis, simulation, training and public relations;
- Strong conflict resolution skills;
- Ordinances and regulations regarding general municipal operation;
- California Standardized Emergency Management System (SEMS), Incident Command System (ICS), National Incident Management System (NIMS), Red Cross, and County Emergency Operations Center (EOC);
- Hazards United States (HAZUS) and National Disaster Medical System (NDMS);
- Emergency Operations Center (EOC) structure and operating procedures;
- Emergency operations communications systems;
- State and federal damage reporting and reimbursement procedures;
- Accounting, budgeting, and contract principles and methods;
- Principles and practices of program coordination, development, administration and evaluation;
- Office procedures, methods and equipment including MS Office computer software programs, such as word processing, spreadsheets and databases;
- Injury and Illness Prevention Program (IIPP);
- Techniques to engage community involvement in risk assessment, disaster planning, citizen and community disaster education and other emergency management programs;
- Pertinent federal, state and local laws, codes and regulations;
- Preparing and presenting public information; and
- Teaching and public speaking.

#### Ability to:

- Establish and maintain effective working relationships with a wide variety of government officials, civic groups, private vendors, the public, and City staff;
- Express ideas clearly and concisely both orally and in writing;
- Be self-motivated, work independently to complete assigned duties and responsibilities in a timely manner;
- Work effectively with professional public safety officials;
- Prepare and present detailed emergency management plans and procedures;

## **EMERGENCY SERVICES OFFICER (JOB CODE 106)**

- Develop and present training programs for staff and the public that addresses emergency management systems, procedures and response;
- Develop and coordinate emergency management exercises;
- Interpret and explain emergency management services, policies and procedures;
- Interpret and apply federal, state and local laws, rules and regulations;
- Learn and retain local geography and resources as they relate to emergency management planning and operations;
- Stay abreast of emergency management requirements and standards;
- Analyze and evaluate new program techniques;
- Coordinate, train, oversee and evaluate staff and volunteers;
- Logically and creatively utilize a variety of analytical techniques to solve complex emergency management challenges;
- Analyze complex technical and administrative emergency services problems, evaluate alternative solutions and recommend effective courses of action;
- Participate in the development and administration of department goals, objectives, procedures and budgets;
- Work cooperatively with the public and emergency response agencies;
- Identify and analyze problems, identify alternative solutions, project consequences of proposed actions and implement recommendations in support of goals;
- Research, analyze and evaluate new service delivery methods and techniques; and
- Walk or stand for extended periods of time and bend, stoop, crawl, climb, and lift as necessary to perform assigned duties.

### **SUPERVISION RECEIVED**

City Manager or designee as assigned.

### **SUPERVISION EXERCISED**

May supervise employees as assigned.

### **SPECIAL CONDITIONS**

- Will be required to work unusual hours and be available on an on-call basis.
- Incumbents of this classification are required to maintain a permanent residence within a fifty minute response time to the City within six months of appointment. The fifty minute response time assumes standard road conditions and following speed limits.
- Must be able to perform all of the essential functions of the job assignment.

### **CONFLICT OF INTEREST**

Incumbents in this position are required to file a Conflict of Interest statement upon assuming office, annually and upon leaving office, in accordance with City Manager Directive 100.

### **CLASSIFICATION HISTORY**

Established: 8/2014; Rev: 3/2023

**CITY OF SANTA CLARA, CALIFORNIA**  
**CLASS SPECIFICATION**

**TITLE: EMERGENCY SERVICES OFFICER COORDINATOR(106)**  
**(Unclassified)**  
**(106)**

<b><u>DEPARTMENT</u></b>	<b><u>ACCOUNTABLE TO</u></b>	<b><u>FLSA STATUS</u></b>
<u>City Manager's Office</u>	<u>Various</u>	<u>Exempt</u>

**CLASS SUMMARY**

Responsible for developing, implementing, and maintaining a comprehensive emergency services program for the City of Santa Clara. Maintains and updates the City's emergency plans for operations, administration, personnel and equipment. Collaborates with all city-wide departments and regional, State, and Federal governmental agencies.

**DISTINGUISHING CHARACTERISTICS**

This is a professional managerial position in the Unclassified Service. As a member of the City Manager's Office, the incumbent will report to the City Manager, who is the Director of Emergency Services, or designee in administering the City's Emergency Services Program.

As a member of the City's Unclassified Service, this is an "at-will" position. The incumbent serves at the discretion of the City Manager. An incumbent in this classification demonstrates strong ethical, professional, and service-oriented leadership and interpersonal skills; sets a good example; and correctly applies the tenets of the City's Code of Ethics and Values.

**MINIMUM QUALIFICATIONS**

**EDUCATION AND EXPERIENCE**

- Any combination of education and experience equivalent to graduation from college with major course work in emergency management, public policy, public administration, business administration or an approved related field; and
- ~~Three (3)~~ Five (5) years full time progressively responsible emergency management, emergency preparedness, ~~disaster response~~, and/or emergency response experience, and at least ~~one-three~~ years of project management or ~~managementsupervisory~~ experience.

**POSSIBLE ACCEPTABLE SUBSTITUTIONS**

Additional full time supervisory or administrative experience may be substituted for the required education on a basis of one year full time experience being equal to 30 semester (45 quarter) units of college.

**LICENSES/CERTIFICATIONS**

- Possession of a valid Class C California driver's license is required at time of appointment and for duration of employment.
- Incumbent must be First Aid and CPR certified within one year of appointment.

## EMERGENCY SERVICES OFFICER/COORDINATOR (continued)

### **DESIRABLE CERTIFICATE QUALIFICATIONS**

- Possession of International Association of Emergency Managers (IAEM) Certified Emergency Manager (CEM) Certificate.
- Political Skill: In taking action, demonstrates an understanding and consideration of how it will impact stakeholders and affected areas in the organization.
- Project Management: Ensures support for projects and implements agency goals and strategic objectives.
- Social Awareness: Demonstrates the ability to read or sense other people's emotions and how they influence the situation of interest or concern; demonstrates empathy and organization awareness.
- Knowledge of the functions of various City departments and outside agencies as they impact emergency preparedness and emergency response in the City of Santa Clara.

### **DISTINGUISHING CHARACTERISTICS**

~~This is a professional managerial position in the Unclassified Service. As a member of the City Manager's Office, the incumbent will report to and is expected to work closely with the City Manager, who is the Director of Emergency Services, or designee in administering the City's Emergency Services Program.~~

~~As a member of the City's Unclassified Service, this is an "at-will" position. The incumbent serves at the discretion of the City Manager, and upon the discretion of the City Manager may report to a Department Head. An incumbent in this classification demonstrates strong ethical, professional, and service-oriented leadership and interpersonal skills; sets a good example; and correctly applies the tenets of the City's Code of Ethics and Values.~~

### **TYPICAL DUTIES**

Duties may include, but are not limited to the following.

Under general direction, as the Emergency Services Officer/Coordinator:

- ~~Manage~~maintain the City's Office of Emergency Services ~~program~~ in conformity with federal and state requirements for participation in the federally and state funded Emergency Services programs and current trends;
- Maintain and update the City's emergency plans for operations, administration, personnel and equipment;
- Work collaboratively with all other departments especially those that have Safety, Training and Compliance responsibilities;
- Serves as chief staff advisor during disaster response, and mitigation and planning efforts;
- Advise City departments in the maintenance and updating of standard operating procedures in the emergency plan;
- Lead the Hazard Mitigation Review Committee that c~~conducts~~ vulnerability assessments of City facilities to determine potential types and locations of damage due to earthquakes, hazardous spills, biological and chemical attacks, and special hazards needing emergency response and/or mitigation;
- Prepare plans for large scale emergencies like natural disasters;
- Coordinate with the whole community, e.g., regional, state, and federal governmental

## EMERGENCY SERVICES ~~OFFICER~~COORDINATOR (continued)

agencies, the public, and stakeholders to establish and maintain effective working relationships and communication prior to and during an emergency incidents;

- Prepare user manuals for emergency procedures;
- Collaborate with the Fire Department in overseeing~~Manage~~ the Community Emergency Response Team (CERT) ~~P~~program;
- Directs and supervises volunteer organizations;
- Build partnerships with private sector organizations, and their emergency response teams;
- Identify community preparedness issues including public education programs, e.g., Kaiser Hospital and Levi's Stadium;
- Prepare and maintain required local, state, and federal reports;
- Prepare grant proposals when needed;
- Manage and oversee maintaining ~~Assess the needs of~~ the Emergency Operations Center in response-ready status;
- Coordinate operational plans with those of other agencies;
- Assist the Finance Department ~~Fire Chief~~ in preparing data and materials in the preparation of the budget;
- Identify in-service training and safety educational programs as approved;
- Evaluate readiness of emergency operations staff including training;
- Confer with educational and training representatives and City departmental personnel to prepare and present training materials;
- Counsel with department heads, supervisors and employees on training and safety needs and availability of instruction;
- Prepare training and safety reference and promotional material; and
- Perform other duties as assigned.

### **KNOWLEDGE, SKILLS, & ABILITIES:**

Knowledge of:

- Principles and practices of emergency management, including hazard identification, mitigation and disaster preparedness, response and recovery;
- ~~Emergency, environmental and fire hazard prevention;~~
- Organization, planning, analysis, simulation, training and public relations;
- Strong conflict resolution skills;
- Ordinances and regulations regarding general municipal operation;
- California Standardized Emergency Management System (SEMS), Incident Command System (ICS), National Incident Management System (NIMS), Red Cross, and County Emergency Operations Center (EOC);
- Hazards United States (HAZUS) and National Disaster Medical System (NDMS);
- Emergency Operations Center (EOC) structure and operating procedures;
- Emergency operations communications systems;
- State and federal damage reporting and reimbursement procedures;
- Accounting, budgeting, and contract principles and methods;
- Principles and practices of program coordination, development, administration and evaluation;
- Office procedures, methods and equipment including MS Office computer software programs, such as word processing, spreadsheets and databases;
- Injury and Illness Prevention Program (IIPP);

## **EMERGENCY SERVICES OFFICERCOORDINATOR** (continued)

- Techniques to engage community involvement in risk assessment, disaster planning, citizen and community disaster education and other emergency management programs;
- Pertinent federal, state and local laws, codes and regulations;
- Preparing and presenting public information; and
- Teaching and public speaking.

### **Ability to:**

- Establish and maintain effective working relationships with a wide variety of government officials, civic groups, private vendors, the public, and City staff;
- Express ideas clearly and concisely both orally and in writing;
- Be self-motivated, work independently to complete assigned duties and responsibilities in a timely manner;
- Work effectively with professional public safety officials;
- Prepare and present detailed emergency management plans and procedures;
- Develop and present training programs for staff and the public that addresses emergency management systems, procedures and response;
- Develop and coordinate emergency management exercises;
- Interpret and explain emergency management services, policies and procedures;
- Interpret and apply federal, state and local laws, rules and regulations;
- Learn and retain local geography and resources as they relate to emergency management planning and operations;
- Stay abreast of emergency management requirements and standards;
- Analyze and evaluate new program techniques;
- Coordinate, train, oversee and evaluate staff and volunteers;
- Logically and creatively utilize a variety of analytical techniques to solve complex emergency management challenges;
- Analyze complex technical and administrative emergency services problems, evaluate alternative solutions and recommend effective courses of action;
- Participate in the development and administration of department goals, objectives, procedures and budgets;
- Work cooperatively with the public and emergency response agencies;
- Identify and analyze problems, identify alternative solutions, project consequences of proposed actions and implement recommendations in support of goals;
- Research, analyze and evaluate new service delivery methods and techniques; and
- Walk or stand for extended periods of time and bend, stoop, crawl, climb, and lift as necessary to perform assigned duties.

### **SUPERVISION RECEIVED**

City Manager or designee as assigned.

### **SUPERVISION EXERCISED**

May supervise employees as assigned.

### **OTHER REQUIREMENTSSPECIAL CONDITIONS**

- May-Will be required to work unusual hours and be available on an on-call basis.



**EMERGENCY SERVICES OFFICER~~COORDINATOR~~** (continued)

- Incumbents of this classification are required to maintain a permanent residence within a fifty minute response time to the City within six months of appointment. The fifty minute response time assumes standard road conditions and following speed limits.
- Must be able to perform all of the essential functions of the job assignment.

**CONFLICT OF INTEREST**

Incumbents in this position are required to file a Conflict of Interest statement upon assuming office, annually and upon leaving office, in accordance with City Manager Directive 100.

**CLASSIFICATION HISTORY**

Established: 8/2014; Rev: 3/2023

**RESOLUTION NO. 23- \_\_\_\_\_**

**A RESOLUTION OF THE CITY OF SANTA CLARA, CALIFORNIA  
TO ADOPT THE AMENDED UNCLASSIFIED SALARY PLAN FOR  
VARIOUS POSITIONS WITH AN APPROVAL DATE OF MARCH  
21, 2023**

**BE IT RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:**

**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 Classified Salary Plan for City of Santa Clara classifications when there are salary modifications to existing classifications, and when classifications are created or modified, and when salary ranges need to be established, with an approval date of March 21, 2023.

**NOW THEREFORE, BE IT FURTHER RESOLVED BY THE CITY OF SANTA CLARA AS  
FOLLOWS:**

1. That the City hereby adopts the Unclassified Salary Plan reflecting the retitle and salary change of the Emergency Services Coordinator to Emergency Services Officer (Job Code 106) classification with a salary range of \$182,340.36 - \$235,956.12.

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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 for various classified positions shall be effective May 1, 2023 and adopted with an approval date of March 21, 2023.

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 \_\_\_\_, 2023, BY THE FOLLOWING VOTE:

AYES: COUNCILORS:

NOES: COUNCILORS:

ABSENT: COUNCILORS:

ABSTAINED: COUNCILORS:

ATTEST: \_\_\_\_\_  
NORA PIMENTEL, MMC  
ASSISTANT CITY CLERK  
CITY OF SANTA CLARA

Attachment incorporated by reference:

1. Unclassified Salary Plan (effective 05-01-2023) approved 03-21-2023

City of Santa Clara  
Unclassified/Elected Salary Plan

Effective 5/1/2023  
Approved 3/21/2023

Job Title	Job Code	Union Code	Minimum Salary			Maximum Salary		
			Hourly	Monthly	Annual	Hourly	Monthly	Annual
ACCOUNTING DIVISION MANAGER	109	9	\$ 80.131673	\$ 13,889.49	\$ 166,673.88	\$ 103.698692	\$ 17,974.44	\$ 215,693.28
ASST BUILDING OFFICIAL	222	9	\$ 85.410288	\$ 14,804.45	\$ 177,653.40	\$ 110.539731	\$ 19,160.22	\$ 229,922.64
ASST CITY ATTORNEY	015	9	\$ 99.266654	\$ 17,206.22	\$ 206,474.64	\$ 128.467096	\$ 22,267.63	\$ 267,211.56
ASST CITY CLERK	010	9	\$ 66.393519	\$ 11,508.21	\$ 138,098.52	\$ 85.920692	\$ 14,892.92	\$ 178,715.04
ASST CITY LIBRARIAN	012	9	\$ 86.493404	\$ 14,992.19	\$ 179,906.28	\$ 111.934038	\$ 19,401.90	\$ 232,822.80
ASST CITY MANAGER	016	9	\$ 134.505115	\$ 23,314.22	\$ 279,770.64	\$ 174.057404	\$ 30,169.95	\$ 362,039.40
ASST DIR OF COMMUNITY DEV	038	9	\$ 97.761288	\$ 16,945.29	\$ 203,343.48	\$ 127.089346	\$ 22,028.82	\$ 264,345.84
ASST DIR OF ELECTRIC UTIL	021	9	\$ 117.181558	\$ 20,311.47	\$ 243,737.64	\$ 151.648154	\$ 26,285.68	\$ 315,428.16
ASST DIR OF FINANCE	022	9	\$ 93.259731	\$ 16,165.02	\$ 193,980.24	\$ 120.692365	\$ 20,920.01	\$ 251,040.12
ASST DIR OF HUMAN RESOURCES	018	9	\$ 93.259731	\$ 16,165.02	\$ 193,980.24	\$ 120.692365	\$ 20,920.01	\$ 251,040.12
ASST DIR OF PUB WORKS/CITY ENG	071	9	\$ 102.845885	\$ 17,826.62	\$ 213,919.44	\$ 133.098346	\$ 23,070.38	\$ 276,844.56
ASST DIR OF WATER & SEWER UTIL	014	9	\$ 92.307346	\$ 15,999.94	\$ 191,999.28	\$ 119.466058	\$ 20,707.45	\$ 248,489.40
ASST FIRE CHIEF	024	9B	\$ 135.770596	\$ 23,533.57	\$ 282,402.84	\$ 175.712019	\$ 30,456.75	\$ 365,481.00
ASST FIRE MARSHAL	026	9B	\$ 104.134962	\$ 18,050.06	\$ 216,600.72	\$ 134.762885	\$ 23,358.90	\$ 280,306.80
ASST POLICE CHIEF	027	9A	\$ 141.537173	\$ 24,533.11	\$ 294,397.32	\$ 183.163154	\$ 31,748.28	\$ 380,979.36
ASST TO THE CITY MANAGER	028	9	\$ 91.168154	\$ 15,802.48	\$ 189,629.76	\$ 117.978346	\$ 20,449.58	\$ 245,394.96
AUDIT MANAGER	201	9	\$ 77.143788	\$ 13,371.59	\$ 160,459.08	\$ 99.833077	\$ 17,304.40	\$ 207,652.80
BATTALION CHIEF	036	9B	\$ 112.191058	\$ 19,446.45	\$ 233,357.40	\$ 145.180327	\$ 25,164.59	\$ 301,975.08
BATTALION CHIEF 24 HRS	036S	9BS	\$ 76.320453	\$ 18,520.43	\$ 222,245.16	\$ 98.762143	\$ 23,966.28	\$ 287,595.36
BUDGET & TREASURY DIVISION MGR	113	9	\$ 80.131673	\$ 13,889.49	\$ 166,673.88	\$ 103.698692	\$ 17,974.44	\$ 215,693.28
BUILDING MAINTENANCE MANAGER	041	9	\$ 70.962519	\$ 12,300.17	\$ 147,602.04	\$ 91.834269	\$ 15,917.94	\$ 191,015.28
BUILDING OFFICIAL	042	9	\$ 93.956885	\$ 16,285.86	\$ 195,430.32	\$ 121.588731	\$ 21,075.38	\$ 252,904.56
CEMETERY OPERATIONS MANAGER	045	9	\$ 56.745115	\$ 9,835.82	\$ 118,029.84	\$ 73.433827	\$ 12,728.53	\$ 152,742.36
CHIEF ASST CITY ATTORNEY	037	9	\$ 114.156346	\$ 19,787.10	\$ 237,445.20	\$ 147.737192	\$ 25,607.78	\$ 307,293.36
CHIEF ELECTRIC UTILITY OFFICER	108	9	\$ 154.685885	\$ 26,812.22	\$ 321,746.64	\$ 200.176615	\$ 34,697.28	\$ 416,367.36
CHIEF OPERATING OFFICER	311	9	\$ 154.685885	\$ 26,812.22	\$ 321,746.64	\$ 200.176615	\$ 34,697.28	\$ 416,367.36

City of Santa Clara  
Unclassified/Elected Salary Plan

Effective 5/1/2023  
Approved 3/21/2023

Job Title	Job Code	Union Code	Minimum Salary			Maximum Salary		
			Hourly	Monthly	Annual	Hourly	Monthly	Annual
CITY ATTORNEY	060	Appointed				\$ 165.865385	\$ 28,750.00	\$ 345,000.00
CITY AUDITOR	067	9	\$ 93.259731	\$ 16,165.02	\$ 193,980.24	\$ 120.692365	\$ 20,920.01	\$ 251,040.12
CITY CLERK	063	Elected					\$ 1,500.00	\$ 18,000.00
CITY COUNCIL MEMBER	CNCL	Elected					\$ 2,000.00	\$ 24,000.00
CITY LIBRARIAN	066	9	\$ 108.105865	\$ 18,738.35	\$ 224,860.20	\$ 139.902058	\$ 24,249.69	\$ 290,996.28
CITY MANAGER	069	Appointed	\$ 194.738654	\$ 33,754.70	\$ 405,056.40	\$ 232.647058	\$ 40,325.49	\$ 483,905.88
COMMUNICATIONS & OUTREACH MGR	083	9	\$ 64.420327	\$ 11,166.19	\$ 133,994.28	\$ 83.362327	\$ 14,449.47	\$ 173,393.64
COMMUNICATIONS OPERATIONS MGR	068	9	\$ 72.998077	\$ 12,653.00	\$ 151,836.00	\$ 94.467288	\$ 16,374.33	\$ 196,491.96
COMPLIANCE MANAGER	081	9	\$ 65.434904	\$ 11,342.05	\$ 136,104.60	\$ 84.675750	\$ 14,677.13	\$ 176,125.56
CONTRACTS MANAGER	342	9	\$ 72.132808	\$ 12,503.02	\$ 150,036.24	\$ 93.340673	\$ 16,179.05	\$ 194,148.60
DEPUTY CITY ATTORNEY I	170	9	\$ 62.036192	\$ 10,752.94	\$ 129,035.28	\$ 80.281038	\$ 13,915.38	\$ 166,984.56
DEPUTY CITY ATTORNEY II	172	9	\$ 72.375577	\$ 12,545.10	\$ 150,541.20	\$ 93.664327	\$ 16,235.15	\$ 194,821.80
DEPUTY CITY CLERK	178	9	\$ 55.873673	\$ 9,684.77	\$ 116,217.24	\$ 72.313327	\$ 12,534.31	\$ 150,411.72
DEPUTY CITY MANAGER	079	9	\$ 100.287519	\$ 17,383.17	\$ 208,598.04	\$ 129.774288	\$ 22,494.21	\$ 269,930.52
DEPUTY FIRE CHIEF	080	9B	\$ 123.427212	\$ 21,394.05	\$ 256,728.60	\$ 159.739442	\$ 27,688.17	\$ 332,258.04
DEPUTY PARKS & REC DIRECTOR	175	9	\$ 81.040500	\$ 14,047.02	\$ 168,564.24	\$ 104.875154	\$ 18,178.36	\$ 218,140.32
DEPUTY PUBLIC WORKS DIRECTOR	176	9	\$ 81.183635	\$ 14,071.83	\$ 168,861.96	\$ 105.061904	\$ 18,210.73	\$ 218,528.76
DEVELOPMENT PROJECT MANAGER	158	9	\$ 81.178327	\$ 14,070.91	\$ 168,850.92	\$ 105.052904	\$ 18,209.17	\$ 218,510.04
DEVELOPMENT REVIEW OFFICER	144	9	\$ 78.538154	\$ 13,613.28	\$ 163,359.36	\$ 101.638269	\$ 17,617.30	\$ 211,407.60
DIRECTOR OF COMMUNITY DEVELOPM	090	9	\$ 118.849846	\$ 20,600.64	\$ 247,207.68	\$ 153.808212	\$ 26,660.09	\$ 319,921.08
DIRECTOR OF FINANCE	087	9	\$ 118.613308	\$ 20,559.64	\$ 246,715.68	\$ 153.496962	\$ 26,606.14	\$ 319,273.68
DIRECTOR OF HUMAN RESOURCES	088	9	\$ 109.344577	\$ 18,953.06	\$ 227,436.72	\$ 141.501808	\$ 24,526.98	\$ 294,323.76
DIRECTOR OF INF TECHNOLOGY/CIO	089	9	\$ 112.830404	\$ 19,557.27	\$ 234,687.24	\$ 146.020962	\$ 25,310.30	\$ 303,723.60
DIRECTOR OF PUBLIC WORKS	091	9	\$ 125.715750	\$ 21,790.73	\$ 261,488.76	\$ 162.690923	\$ 28,199.76	\$ 338,397.12
DIRECTOR OF WTR & SEWER UTILS	102	9	\$ 113.944673	\$ 19,750.41	\$ 237,004.92	\$ 147.452654	\$ 25,558.46	\$ 306,701.52
ELEC DIV MGR - ENGINEERING	104Q	9	\$ 96.838962	\$ 16,785.42	\$ 201,425.04	\$ 125.329788	\$ 21,723.83	\$ 260,685.96

City of Santa Clara  
Unclassified/Elected Salary Plan

Effective 5/1/2023  
Approved 3/21/2023

Job Title	Job Code	Union Code	Minimum Salary			Maximum Salary		
			Hourly	Monthly	Annual	Hourly	Monthly	Annual
ELEC DIV MGR - GENERATION	104R	9	\$ 96.838962	\$ 16,785.42	\$ 201,425.04	\$ 125.329788	\$ 21,723.83	\$ 260,685.96
ELEC DIV MGR - OPERATIONS	104P	9	\$ 96.838962	\$ 16,785.42	\$ 201,425.04	\$ 125.329788	\$ 21,723.83	\$ 260,685.96
ELEC DIV MGR - SUBSTATIONS	104M	9	\$ 96.838962	\$ 16,785.42	\$ 201,425.04	\$ 125.329788	\$ 21,723.83	\$ 260,685.96
ELEC DIV MGR - TRANSM, DISTRIB	104S	9	\$ 96.838962	\$ 16,785.42	\$ 201,425.04	\$ 125.329788	\$ 21,723.83	\$ 260,685.96
ELEC DIV MGR-MKT A & P	107F	9	\$ 96.838962	\$ 16,785.42	\$ 201,425.04	\$ 125.329788	\$ 21,723.83	\$ 260,685.96
ELEC DIVISION MANAGER	104	9	\$ 96.838962	\$ 16,785.42	\$ 201,425.04	\$ 125.329788	\$ 21,723.83	\$ 260,685.96
ELEC PROGRAM MANAGER	424	9	\$ 84.215135	\$ 14,597.29	\$ 175,167.48	\$ 108.977308	\$ 18,889.40	\$ 226,672.80
ELEC UTIL CHIEF OPER OFFICER	116	9	\$ 128.902846	\$ 22,343.16	\$ 268,117.92	\$ 166.818000	\$ 28,915.12	\$ 346,981.44
ELEC UTIL RISK CONTROL ANALYST	697	9	\$ 75.419481	\$ 13,072.71	\$ 156,872.52	\$ 97.604596	\$ 16,918.13	\$ 203,017.56
EMERGENCY SERVICES OFFICER	106	9	\$ 87.663635	\$ 15,195.03	\$ 182,340.36	\$ 113.440442	\$ 19,663.01	\$ 235,956.12
ENVIRONMENTAL PROGRAMS MGR	461	9	\$ 65.434904	\$ 11,342.05	\$ 136,104.60	\$ 84.675750	\$ 14,677.13	\$ 176,125.56
EXECUTIVE ASSISTANT	187	9	\$ 55.033327	\$ 9,539.11	\$ 114,469.32	\$ 71.217808	\$ 12,344.42	\$ 148,133.04
FIELD FOREPERSON	114	9	\$ 79.253942	\$ 13,737.35	\$ 164,848.20	\$ 102.559558	\$ 17,776.99	\$ 213,323.88
FIRE CHIEF	117	9B	\$ 147.659538	\$ 25,594.32	\$ 307,131.84	\$ 191.078769	\$ 33,120.32	\$ 397,443.84
FIRE MARSHAL	120	9B	\$ 112.190423	\$ 19,446.34	\$ 233,356.08	\$ 145.176346	\$ 25,163.90	\$ 301,966.80
FLEET MANAGER	034	9	\$ 67.613596	\$ 11,719.69	\$ 140,636.28	\$ 87.495577	\$ 15,165.90	\$ 181,990.80
HOUSING & COMM SVC DIV MGR	075	9	\$ 81.252115	\$ 14,083.70	\$ 169,004.40	\$ 105.155308	\$ 18,226.92	\$ 218,723.04
HOUSING DEVELOPMENT OFFICER	749	9	\$ 63.810288	\$ 11,060.45	\$ 132,725.40	\$ 82.578000	\$ 14,313.52	\$ 171,762.24
HUMAN RESOURCES DIV MGR	139	9	\$ 80.131673	\$ 13,889.49	\$ 166,673.88	\$ 103.698692	\$ 17,974.44	\$ 215,693.28
INFORMATION TECHNOLOGY SVC MGR	112	9	\$ 75.207808	\$ 13,036.02	\$ 156,432.24	\$ 97.318269	\$ 16,868.50	\$ 202,422.00
INSPECTION MANAGER	134	9	\$ 80.480250	\$ 13,949.91	\$ 167,398.92	\$ 104.159308	\$ 18,054.28	\$ 216,651.36
LEGAL EXECUTIVE ASSISTANT	185	9	\$ 55.033327	\$ 9,539.11	\$ 114,469.32	\$ 71.217808	\$ 12,344.42	\$ 148,133.04
LIBRARY DIV MGR -SUPPORT SVCS	127G	9	\$ 67.563808	\$ 11,711.06	\$ 140,532.72	\$ 87.445788	\$ 15,157.27	\$ 181,887.24
MANAGEMENT ANALYST	008	9	\$ 55.873673	\$ 9,684.77	\$ 116,217.24	\$ 72.313327	\$ 12,534.31	\$ 150,411.72
MAYOR	MAYOR	Elected					\$ 2,500.00	\$ 30,000.00
MUNICIPAL SERVICES DIV MGR	110	9	\$ 80.131673	\$ 13,889.49	\$ 166,673.88	\$ 103.698692	\$ 17,974.44	\$ 215,693.28

City of Santa Clara  
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Job Title	Job Code	Union Code	Minimum Salary			Maximum Salary		
			Hourly	Monthly	Annual	Hourly	Monthly	Annual
PARK MAINT & OPERATIONS SUPERV	131	9	\$ 66.785712	\$ 11,576.19	\$ 138,914.28	\$ 86.418692	\$ 14,979.24	\$ 179,750.88
PARKS & RECREATION DIRECTOR	132	9	\$ 110.172462	\$ 19,096.56	\$ 229,158.72	\$ 142.566231	\$ 24,711.48	\$ 296,537.76
PARKS CONST, MTC & REPAIR MGR	130	9	\$ 66.785712	\$ 11,576.19	\$ 138,914.28	\$ 86.418692	\$ 14,979.24	\$ 179,750.88
PERFORMANCE AUDITOR I	203	9	\$ 46.561385	\$ 8,070.64	\$ 96,847.68	\$ 60.261115	\$ 10,445.26	\$ 125,343.12
PERFORMANCE AUDITOR II	204	9	\$ 55.873673	\$ 9,684.77	\$ 116,217.24	\$ 72.313327	\$ 12,534.31	\$ 150,411.72
PLAN REVIEW MANAGER	629	9	\$ 81.345462	\$ 14,099.88	\$ 169,198.56	\$ 105.261115	\$ 18,245.26	\$ 218,943.12
PLANNING MANAGER	072	9	\$ 84.831346	\$ 14,704.10	\$ 176,449.20	\$ 109.780269	\$ 19,028.58	\$ 228,342.96
POLICE CAPTAIN	138	9A	\$ 134.809558	\$ 23,366.99	\$ 280,403.88	\$ 174.454212	\$ 30,238.73	\$ 362,864.76
POLICE CHIEF	141	Elected					\$ 26,141.00	\$ 313,692.00
POLICE RECORDS MANAGER	647	9	\$ 57.554365	\$ 9,976.09	\$ 119,713.08	\$ 74.485788	\$ 12,910.87	\$ 154,930.44
POWER SYSTEM SCHEDULER/TRADER	674	9	\$ 72.226212	\$ 12,519.21	\$ 150,230.52	\$ 93.471346	\$ 16,201.70	\$ 194,420.40
POWER TRADER	673	9	\$ 92.307346	\$ 15,999.94	\$ 191,999.28	\$ 119.466058	\$ 20,707.45	\$ 248,489.40
PRINCIPAL ACCOUNTANT	148	9	\$ 72.132808	\$ 12,503.02	\$ 150,036.24	\$ 93.340673	\$ 16,179.05	\$ 194,148.60
PRINCIPAL ELECTRIC UTILITY ENG	145	9	\$ 92.238865	\$ 15,988.07	\$ 191,856.84	\$ 119.366423	\$ 20,690.18	\$ 248,282.16
PRINCIPAL ENG - WATER & SEWER	142W	9	\$ 89.437673	\$ 15,502.53	\$ 186,030.36	\$ 115.743635	\$ 20,062.23	\$ 240,746.76
PRINCIPAL ENG/CITY SURVEYOR	140	9	\$ 93.909692	\$ 16,277.68	\$ 195,332.16	\$ 121.532654	\$ 21,065.66	\$ 252,787.92
PRINCIPAL ENGINEER	142	9	\$ 89.437673	\$ 15,502.53	\$ 186,030.36	\$ 115.743635	\$ 20,062.23	\$ 240,746.76
PRINCIPAL FINANCIAL ANALYST	149	9	\$ 72.132808	\$ 12,503.02	\$ 150,036.24	\$ 93.340673	\$ 16,179.05	\$ 194,148.60
PRINCIPAL PLANNER	143	9	\$ 72.132808	\$ 12,503.02	\$ 150,036.24	\$ 93.340673	\$ 16,179.05	\$ 194,148.60
PRINCIPAL POWER ANALYST	154	9	\$ 72.132808	\$ 12,503.02	\$ 150,036.24	\$ 93.340673	\$ 16,179.05	\$ 194,148.60
PRINCIPAL UTIL INFO SYSTEM MGR	146	9	\$ 92.307346	\$ 15,999.94	\$ 191,999.28	\$ 119.466058	\$ 20,707.45	\$ 248,489.40
PUBLIC INFORMATION OFFICER	077	9	\$ 87.663635	\$ 15,195.03	\$ 182,340.36	\$ 113.440442	\$ 19,663.01	\$ 235,956.12
PUBLIC RECORDS MANAGER	082	9	\$ 55.873673	\$ 9,684.77	\$ 116,217.24	\$ 72.313327	\$ 12,534.31	\$ 150,411.72
PURCHASING DIVISION MANAGER	147	9	\$ 77.143788	\$ 13,371.59	\$ 160,459.08	\$ 99.833077	\$ 17,304.40	\$ 207,652.80
RECREATION MANAGER	150	9	\$ 72.817500	\$ 12,621.70	\$ 151,460.40	\$ 94.230750	\$ 16,333.33	\$ 195,999.96
RISK MANAGER	700	9	\$ 77.143788	\$ 13,371.59	\$ 160,459.08	\$ 99.833077	\$ 17,304.40	\$ 207,652.80

City of Santa Clara  
Unclassified/Elected Salary Plan

Effective 5/1/2023  
Approved 3/21/2023

Job Title	Job Code	Union Code	Minimum Salary			Maximum Salary		
			Hourly	Monthly	Annual	Hourly	Monthly	Annual
SR DEPUTY CITY ATTORNEY	161	9	\$ 76.932115	\$ 13,334.90	\$ 160,018.80	\$ 99.565442	\$ 17,258.01	\$ 207,096.12
SR ELEC DIV MGR	173	9	\$ 106.518519	\$ 18,463.21	\$ 221,558.52	\$ 137.860327	\$ 23,895.79	\$ 286,749.48
SR ELEC DIV MGR-MKT A&P	174A	9	\$ 106.518519	\$ 18,463.21	\$ 221,558.52	\$ 137.860327	\$ 23,895.79	\$ 286,749.48
SR INFORMATION TECH SVCS MGR	743	9	\$ 82.409942	\$ 14,284.39	\$ 171,412.68	\$ 106.649250	\$ 18,485.87	\$ 221,830.44
SR MANAGEMENT ANALYST	742	9	\$ 61.460885	\$ 10,653.22	\$ 127,838.64	\$ 79.544481	\$ 13,787.71	\$ 165,452.52
SR PERFORMANCE AUDITOR	202	9	\$ 65.434904	\$ 11,342.05	\$ 136,104.60	\$ 84.675750	\$ 14,677.13	\$ 176,125.56
SR POWER SYSTEM SCHEDLR/TRADER	772	9	\$ 77.629327	\$ 13,455.75	\$ 161,469.00	\$ 100.467981	\$ 17,414.45	\$ 208,973.40
STREET SUPERINTENDENT	159	9	\$ 73.801038	\$ 12,792.18	\$ 153,506.16	\$ 95.513077	\$ 16,555.60	\$ 198,667.20
TRANSPORTATION MANAGER	171	9	\$ 90.253154	\$ 15,643.88	\$ 187,726.56	\$ 116.801827	\$ 20,245.65	\$ 242,947.80
UTILITY BUSINESS SYSTEMS MGR	898	9	\$ 72.014538	\$ 12,482.52	\$ 149,790.24	\$ 93.191250	\$ 16,153.15	\$ 193,837.80
UTILITY OPERATIONS ENGINEER	155	9	\$ 76.023288	\$ 13,177.37	\$ 158,128.44	\$ 98.376462	\$ 17,051.92	\$ 204,623.04
WATER & SEWER OPERATIONS MGR	180	9	\$ 74.722327	\$ 12,951.87	\$ 155,422.44	\$ 96.708231	\$ 16,762.76	\$ 201,153.12
WATER & SEWER SUPERINTENDENT	029	9	\$ 67.563808	\$ 11,711.06	\$ 140,532.72	\$ 87.445788	\$ 15,157.27	\$ 181,887.24
WEB & DIGITAL MEDIA MANAGER	073	9	\$ 64.420327	\$ 11,166.19	\$ 133,994.28	\$ 83.362327	\$ 14,449.47	\$ 173,393.64





## Agenda Report

23-270

Agenda Date: 3/21/2023

### REPORT TO COUNCIL

#### SUBJECT

Action on a Resolution Authorizing the Use of City Electric Forces for New Dark Fiber Installations at Various Locations; Determine the Proposed Actions Are Exempt From CEQA Pursuant to Sections 15302(c) and 15303 (d) of Title 14 of the California Code of Regulations

#### COUNCIL PILLAR

Deliver and Enhance High Quality Efficient Services and Infrastructure

#### BACKGROUND

Charter Section 1310 titled "Contracts on Public Works" states, in part, "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."

In 2014, Silicon Valley Power (SVP) developed a position called Fiber Splicing Technician as an in-house position to primarily perform maintenance and repairs to meet the fiber performance standards of then existing fiber customers, which includes City departments and commercial customers. Fiber Splicing Technician activities include basic splicing and distribution changes to fiber optic cables. The technician can also perform duties such as pulling, laying, aligning and positioning fiber optic equipment for new connections to the fiber network. Fiber Splicing Technicians perform fusion splicing at building entrances and in maintenance space. At this time, SVP employs two Fiber Splicing Technicians.

#### DISCUSSION

Currently, the SVP fiber optic network serves SVP, other City departments, and various commercial customers. As the work is specialized, the position of Fiber Splicer Technician performs a variety of activities from maintenance and repair to new or re-spliced interconnections to the SVP Fiber Enterprise. Each interconnection can be unique involving different hours of labor depending on the number of fibers required to be spliced and the particular location within the network. Technician time is tracked hourly and not on a per fiber basis.

Large or extensive projects involving extending fiber cable being laid along new paths or great distances or adding conduit or related infrastructure are done using a previously bid unit price public works contract with a private construction contractor. SVP spends up to \$1 million per year on this

public works contract for new Fiber network construction and certain maintenance and repair activities.

Staff believes that the Fiber Splicer Technician work that may be required in new construction projects is best and most efficiently 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 and repairing the fiber optic 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 make a finding that City forces can better perform the Fiber Splicing and related equipment installation, splicing and connections to the existing SVP fiber infrastructure and approve the use of City forces.

Estimate Number: FWM#01498  
Location: 2421 Mission College Boulevard to 2972 Stender Way  
Type of Service: New Business  
Description of Work: Splice, terminate and test fibers for a new point to point route from 2421 Mission College Boulevard to 2972 Stender Way for a fiber lease customer.  
Estimated Cost: \$9,206  
Appropriation: Electric Utility Capital Fund (591) Project 2004 - Fiber Development Design & Expansion  
Source of Revenue: Developer Contribution

Estimate Number: FWM#0285  
Location: 3301 Bassett St (Storm SCADA)  
Type of Service: Storm Drain  
Description of Work: Splice, terminate and test fibers at 3301 Bassett Street for customer Storm Drain.  
Estimated Cost: \$7,114  
Appropriation: Electric Utility Capital Fund (591) Project 2004 - Fiber Development Design & Expansion  
Source of Revenue: Developer Contribution

Estimate Number: FWM#1051  
Location: Well 8 - 3095 Forbes Avenue (W&S SCADA)  
Type of Service: Water Utility Infrastructure  
Description of Work: Splice, terminate and test fibers at Well 8 for customer Water Department.  
Estimated Cost: \$5,082  
Appropriation: Electric Utility Capital Fund (591) Project 2004 - Fiber Development Design & Expansion  
Source of Revenue: Developer Contribution

Estimate Number: FWM#1053  
Location: Well 12 - 3277 San Juan Avenue (W&S SCADA)  
Type of Service: Water Utility Infrastructure  
Description of Work: Splice, terminate and test fibers at Well 12 for customer Water Department.  
Estimated Cost: \$5,082  
Appropriation: Electric Utility Capital Fund (591) Project 2004 - Fiber Development Design & Expansion

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Source of Revenue: Developer Contribution

Estimate Number: FWM#0292  
Location: 2900 Old Mountain View Alviso Road (Storm SCADA)  
Type of Service: Storm Drain  
Description of Work: Splice, terminate and test fibers at 2900 Old Mountain View Alviso Road for customer Storm Drain.  
Estimated Cost: \$5,082  
Appropriation: Electric Utility Capital Fund (591) Project 2004 - Fiber Development Design & Expansion  
Source of Revenue: Developer Contribution

Estimate Number: FWM#1052  
Location: Well 9 - 3330 Pruneridge Avenue (W&S SCADA)  
Type of Service: Water Utility Infrastructure  
Description of Work: Splice, terminate and test fibers at Well 9 for customer Water Department.  
Estimated Cost: \$5,082  
Appropriation: Electric Utility Capital Fund (591) Project 2004 - Fiber Development Design & Expansion  
Source of Revenue: Developer Contribution

Estimate Number: FWM#1054  
Location: Well 13 - 1098 Santa Clara Street (W&S SCADA)  
Type of Service: Water Utility Infrastructure  
Description of Work: Splice, terminate and test fibers at Well 13 for customer Water Department.  
Estimated Cost: \$5,082  
Appropriation: Electric Utility Capital Fund (591) Project 2004 - Fiber Development Design & Expansion  
Source of Revenue: Developer Contribution

Estimate Number: FWM#0997  
Location: 3575 Victor Street (Storm SCADA)  
Type of Service: Storm Drain  
Description of Work: Splice, terminate and test fibers at 3575 Victor Street for customer Storm Drain.  
Estimated Cost: \$5,082  
Appropriation: Electric Utility Capital Fund (591) Project 2004 - Fiber Development Design & Expansion  
Source of Revenue: Developer Contribution

### ENVIRONMENTAL REVIEW

Staff recommends that the City Council determine that the actions being considered are exempt from the California Environmental Quality Act ("CEQA") pursuant to the following sections of Title 14 of the California Code of Regulations: (1) Section 15302(c) (Class 2 - Replacement or Reconstruction) as the proposed work involves the replacement or reconstruction of existing utility systems and/or facilities involving negligible expansion of capacity, and (2) Section 15303 (d) (Class 3 - New Construction or Conversion of Small Structures), because the proposed work involves the construction of a limited number of small fiber 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 \$46,812, are included in the Fiscal Year 2022/23 Capital Budget, Fiber Development, Design, and Expansion. All referenced work will be performed with City Electric Forces (SVP 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**

Determine the proposed actions are exempt from CEQA pursuant to sections 15302(c) and 15303 (d) of Title 14 of the California Code of Regulations and adopt a Resolution authorizing the use of City Electric Forces for work detailed in this report located at 2421 Mission College Boulevard to 2972 Stender Way, 3301 Bassett Street (Storm SCADA), Well 8 - 3095 Forbes Avenue (W&S SCADA), Well 12 - 3277 San Juan Avenue (W&S SCADA), 2900 Old Mountain View Alviso Road (Storm SCADA), Well 9 - 3330 Pruneridge Avenue (W&S SCADA), Well 13 - 1098 Santa Clara Street (W&S SCADA), and 3575 Victor Street (Storm SCADA).

Reviewed by: Manuel Pineda, Chief Electric Utility Officer

Approved by: Office of the City Manager

**ATTACHMENTS**

1. Resolution - Use of City Electric Forces

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY OF SANTA CLARA, CALIFORNIA  
AUTHORIZING THE USE OF CITY ELECTRIC FORCES  
PURSUANT TO CHARTER SECTION 1310**

**BE IT RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:**

**WHEREAS**, the City of Santa Clara's Charter section 1310 requires all contracts involving an expenditure of over \$1,000 for the construction or improvement (excluding maintenance and repair) of a public works project to be let to the lowest responsible bidder;

**WHEREAS**, Charter section 1310 permits the City of Santa Clara ("City" or "City of Santa Clara") to use its own employees if the City Council, by motion passed by at least four affirmative votes, determines that the public works may be done better or more economically by the City's own employees, and, upon such determination, the City may proceed to have the public works project completed without further observance of Charter section 1310;

**WHEREAS**, the City's Electric Department desires to perform certain public works, as set forth in the Report to Council, dated March 21, 2023, by its own employees; and,

**WHEREAS**, the City's Electric Department has presented evidence supporting that the work in question may be performed better or more economically by the City with its own employees.

**NOW THEREFORE, BE IT FURTHER RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:**

1. The City Council of the City of Santa Clara does hereby declare and determine that the public works project set forth in the 23-270 Report to Council, attached hereto and incorporated by this reference, may be performed better or more economically by the City with its own employees.

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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 \_\_\_\_\_, 2023, 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: March 21, 2023, Report to Council #23-270.



## Agenda Report

23-271

Agenda Date: 3/21/2023

### REPORT TO COUNCIL

#### SUBJECT

Action to Approve a Resolution of Intention to Reimburse Expenditures from the Proceeds of Tax-Exempt Financing for Capital Improvements at the San José-Santa Clara Regional Wastewater Facility (RWF)

#### COUNCIL PILLAR

Deliver and Enhance High Quality Efficient Services and Infrastructure

#### BACKGROUND

The San José-Santa Clara Regional Wastewater Facility (RWF) treats an average of 110 million gallons per day (mgd) of wastewater for the cities of San José, Santa Clara, and five tributary agencies in the South Bay Area. The City of Santa Clara (City) is a co-owner of the facility with the City of San José, who is a majority owner and is responsible for the operations, management, and administration of the facility. The RWF was built in 1956 and, in 1959, the City signed an agreement to gain an ownership stake of approximately 20% in the RWF. The operations and maintenance (O&M) and capital improvement program (CIP) costs are shared based on the ownership percentage, as well as allocated in appropriate shares to the tributary agencies. As a co-owner, Santa Clara (along with San Jose and the tributary agencies) is represented on the Treatment Plant Advisory Committee (TPAC), which advises San José and its Council on the operations and administration of the facility. The City's share of RWF related expenditures are paid for by the Santa Clara sewer customers.

San José is rebuilding and modernizing the RWF through a CIP program that is based on the 2013 Plant Master Plan which was approved by TPAC. This plan outlined 114 capital improvement projects, totaling approximately \$2 billion. In the past five years, the City has spent over \$161 million on RWF capital costs. The City's share over the next five years totals approximately \$77.1 million, including \$13.8 million this fiscal year (2022/23) and \$15.0 million next fiscal year (2023/24).

#### DISCUSSION

On May 26, 2020, Council approved Resolution No. 20-8849 authorizing an installment sale financing in an amount not to exceed \$50 million to provide interim financing for a portion of the City's share of RWF-related capital costs. The City only issued \$20 million of the \$50 million authorized, mainly due to delays in the CIP as a result of the COVID-19 pandemic. The installment sale agreement was issued as variable rate debt with a final maturity of July 1, 2024.

The Water & Sewer Rate Studies for fiscal years 2021/22 and 2022/23 were performed by Black and Veatch (Consultant) as part of the rate setting processes. The Consultant and the City's Finance Department (Finance) recommendation is the refinancing of the \$20 million outstanding installment sale agreement and the issuance of up to an additional \$30 million in fixed-rate debt to pay for a

portion of the City's future RWF-related CIP costs. The issuance of debt will allow the City to maintain adequate reserves and keep rates low, while meeting its obligations to the RWF's CIP. The Water & Sewer Utilities Department plans to issue this debt, through a competitive bidding process, in approximately June of 2023. Staff will work with bond counsel and the City's Financial Advisor to determine the most efficient financing structure.

Federal regulations generally require an issuer of debt to adopt a declaration of official intent to use the proceeds of tax-exempt debt to reimburse the issuer for capital expenditures made before the debt is issued. Staff seeks approval of the enclosed resolution in order to comply with these requirements. The resolution declares the City's intention to reimburse RWF-related CIP expenditures using the debt proceeds once the debt is issued. This will allow the City to continue to meet its obligations to San José during the competitive debt procurement process. Staff will return to Council to seek final approval to issue the debt and enter into financing agreements.

### 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

This action itself does not have a fiscal impact beyond the cost of staff time. However, the approval of this resolution does ensure that the RWF-related CIP costs are, ultimately, financed by the issued debt. Financing these costs is a part of the ongoing strategy of the City to maintain reasonable and equitable sewer rates.

### COORDINATION

This report was 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) <<mailto:clerk@santaclaraca.gov>> or at the public information desk at any City of Santa Clara public library.

### RECOMMENDATION

Approve the Resolution of Intention to Reimburse Expenditures From the Proceeds of Tax-Exempt Financing for Capital Improvements at the San José-Santa Clara Regional Wastewater Facility (RWF)

Reviewed by: Gary Welling, Director, Water & Sewer Utilities

Approved by: Office of the City Manager

### ATTACHMENTS

1. Proposed Resolution Declaring Intention to Reimburse Expenditures



RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY OF SANTA CLARA, CALIFORNIA,  
DECLARING INTENTION TO REIMBURSE EXPENDITURES FROM  
THE PROCEEDS OF TAX-EXEMPT FINANCING FOR CAPITAL  
IMPROVEMENTS AT THE SAN JOSE-SANTA CLARA REGIONAL  
WASTEWATER FACILITY**

**BE IT RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:**

**WHEREAS**, the City of Santa Clara (the "City") has determined to contribute the City's share of the costs to improve the San Jose/Santa Clara Regional Wastewater Facility (the "Project"); and

**WHEREAS**, the City intends to execute and deliver an installment sale agreement to support certificates of participation or other indebtedness (the "Financing") to finance a portion of the Project in the estimated principal amount of \$50 million, and to use all or a portion of the proceeds of the Financing to reimburse expenditures made for the Project prior to the execution and delivery of the Financing; and

**WHEREAS**, United States Income Tax Regulations section 1.150-2 provides generally that proceeds of tax-exempt debt are not deemed to be expended when such proceeds are used for reimbursement of expenditures made prior to the date of issuance of such debt unless certain procedures are followed, one of which is a requirement that (with certain exceptions), prior to the payment of any such expenditure, the issuer declares an intention to reimburse such expenditure; and

**WHEREAS**, the City Council wishes at this time to take the necessary actions to declare its official intent to reimburse expenditures on the Project from the proceeds of the Financing;

**NOW, THEREFORE, BE IT FURTHER RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:**

1. Recitals Correct. The foregoing recitals are true and correct.
2. Execution and Delivery of Certificates. The City Council hereby confirms its intention to execute and deliver the Financing to finance all or a portion of the Project.
3. Reimbursement. The City Council hereby declares that it may (i) pay certain costs of the Project prior to the date of execution and delivery of the Financing and, in such case, (ii) intends to use all or a portion of the proceeds of the Financing for reimbursement of expenditures for the Project that are paid before the date of execution and delivery of the Financing.
4. Effective Date. This resolution shall take effect upon its 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 \_\_\_\_ DAY OF \_\_\_\_\_, 2023, BY THE FOLLOWING VOTE:

AYES: COUNCILORS:

NOES: COUNCILORS:

ABSENT: COUNCILORS:

ABSTAINED: COUNCILORS:

ATTEST:

\_\_\_\_\_  
NORA PIMENTEL, MMC  
ASSISTANT CITY CLERK  
CITY OF SANTA CLARA

RESOLUTION NO. \_\_\_\_

**A RESOLUTION OF THE CITY OF SANTA CLARA, CALIFORNIA,  
DECLARING INTENTION TO REIMBURSE EXPENDITURES FROM  
THE PROCEEDS OF TAX-EXEMPT FINANCING FOR CAPITAL  
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**WHEREAS**, the City Council wishes at this time to take the necessary actions to declare its official intent to reimburse expenditures on the Project from the proceeds of the Financing;

**NOW, THEREFORE, BE IT FURTHER RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:**

1. Recitals Correct. The foregoing recitals are true and correct.
2. Execution and Delivery of Certificates. The City Council hereby confirms its intention to execute and deliver the Financing to finance all or a portion of the Project.
3. Reimbursement. The City Council hereby declares that it may (i) pay certain costs of the Project prior to the date of execution and delivery of the Financing and, in such case, (ii) intends to use all or a portion of the proceeds of the Financing for reimbursement of expenditures for the Project that are paid before the date of execution and delivery of the Financing.
4. Effective Date. This resolution shall take effect upon its 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 \_\_\_\_ DAY OF \_\_\_\_\_, 2023, BY THE FOLLOWING VOTE:

AYES: COUNCILORS:

NOES: COUNCILORS:

ABSENT: COUNCILORS:

ABSTAINED: COUNCILORS:

ATTEST:

\_\_\_\_\_  
NORA PIMENTEL, MMC  
ASSISTANT CITY CLERK  
CITY OF SANTA CLARA



## Agenda Report

23-57

Agenda Date: 3/21/2023

### REPORT TO COUNCIL

#### SUBJECT

Action on 2023 Legislative Advocacy Positions

#### COUNCIL PILLAR

Enhance Community Engagement and Transparency

#### BACKGROUND

On October 9, 2018, Council adopted Resolution No. 18-8611 to approve a Legislative Advocacy Position (LAP) Policy (Attachment 1). The purpose of the LAP Policy is to establish clear guidelines for advancing City goals and positions through legislative review and advocacy at the regional, State, and federal levels of government and to provide guidance for City officials who serve on regional, State, and national boards, committees, and commissions when they are asked to review public policy matters and issues. The LAP Policy requires Council to adopt or update the LAPs at the beginning of the calendar year to identify specific legislative priorities outside of the legislative guiding principles listed below:

- Support the League of California Cities and National League of Cities positions on priority bills that benefit Santa Clara
- Protect local revenue sources and prevent unfunded mandates
- Protect and/or increase funding for specific programs and services
- Protect and/or increase local government discretion
- Advance approved policies such as the City's Statement of Values, the General Plan, or the Climate Action Plan

Staff is presenting eleven (11) 2023 LAPs (Attachment 2) for the Council's consideration and adoption. If approved, staff and the City's legislative consultant, Townsend Public Affairs, LLC (Townsend), will use these LAPs to track, monitor and advocate for legislation that is consistent with the City's outlined priorities and provide quarterly legislative updates to the Council on those efforts as required by the LAP Policy.

#### DISCUSSION

Between December 2022 and February 2023, Townsend conducted legislative briefings with staff and Councilmembers to provide updates on current State and federal legislative activity and to identify legislative priorities for 2023. The proposed 2023 LAPs reflect Council and departments' feedback and will provide guidance during a legislative year that is anticipated to be busy with policy changes and new opportunities for local government.

#### State Legislative Update

February 17th marked the bill introduction deadline for the 2023 Legislative Session. Legislators introduced the bulk of their legislative bill vehicles in the final days before the deadline. The Legislature produced 1,751 Assembly Bills and 881 Senate Bills, for a total of 2,632 bills. Additionally, there are six special session bills on the Governor's declared special session to legislate high gas prices (three each in the Assembly and Senate). Of the bills introduced, there are 495 spot bills and 551 intent bills between the two houses, for a total of 1,046 placeholder measures. That means 40% of the introduced bills are placeholder measures that lack substantive language, subject to future amendments.

Based on the recent bill introductions, it appears that there will be several key topic areas that will be considered by the Legislature this year: housing production and streamlining, homelessness, proposed bonds, reform of Proposition 47 and 57 related to criminal sentencing and early release, opioid overdose prevention, response, and prosecution, and labor relations measures related to the payment of prevailing wages and the addition of presumptive disability benefits.

### Federal Update

The month of February featured movement on the FY 2024 Federal Appropriations front as both Senate and House chambers released guidance for the FY 2024 Appropriations Process. While Community Project Funding, colloquially referred to as "earmarks," remains part of the process, there are a few notable changes such as the overall spending limit being cut in half, eligibility on what entities and projects may apply for appropriations spending, and which accounts are open for community projects (e.g., the Labor, Health, and Human Services, Education, and Related Agencies and Defense committees will not be accepting Community project requests).

On February 7th, President Biden delivered his second State of the Union address to the 118th Congress. The speech centered in large part around the economy and addressed the significant economic growth seen over the past year as the country recovers from COVID-19 turndown. The President also addressed the significant labor and infrastructure accomplishments made through the passage of the Bipartisan Infrastructure Law, Inflation Reduction Act, and CHIPS Act, stressing that all three are key drivers to creating fair-waged, quality jobs for the American people.

Additional highlights were to 'finish the job' on several goals set at the start of the Biden Administration. This included calling for Congress' help to end cancer through the moonshot program, providing adequate support for veterans and their families, tackling the mental health crisis in teens and young adults, and addressing the opioid and overdose epidemic throughout the nation.

With a divided Congress, it is unclear how much of the agenda will make it to the President's desk through congressional action vs. executive order. However, a few lines seemed to get the nod of approval from Speaker McCarthy and his caucus. For instance, this occurred during mentions of harm reduction measures and the overall crackdown on Fentanyl. Discussions of ensuring support to the oil and gas industry as the nation works to transition to renewable energy as laid out in the Inflation Reduction Act also seemed to glean support from the Republicans in the room.

### 2023 LAPs

The 2023 LAPs include the ten (10) 2022 LAPs, which have been updated to reflect current positions on key policy issues, and a new Community Services LAP. Key updates for the 2023 LAPs are summarized below:

### Broadband, Cable Services, and Wireless Facilities

The wireless telecommunications industry has made efforts to limit or preempt local control over placement of wireless facilities and supporting structures in and outside the rights-of-way. Over the past several years, actions by federal and State lawmakers have resulted in the adoption of regulations and orders controlling local authority over placement of wireless facilities, including the adoption of “shot clocks” requiring local agencies to complete review of projects within a specified time period.

Additionally, through the Federal Communications Commission’s proposed rulemaking, there have been efforts in recent years to address whether local franchising authorities (LFAs) can regulate incumbent cable operators and cable television services. The City has its own government access channel (Santa Clara City Television on Comcast cable channel 15 and AT&T U-verse 99), which may be negatively impacted by such rulings and similar legislation and activities. Santa Clara City Television is used to provide important information to the public, such as live and recorded airings of Council meetings, City special events, programs, and public service announcements.

Recommended Updates: Staff recommends updating this LAP to make minor changes to a few existing positions.

### Community Services

The City of Santa Clara offers a wide range of community services through Santa Clara City library, parks and recreational facilities, and in partnership with community organizations and non-profits. The Santa Clara City Library is a dynamic community hub that provides access to information, literacy resources, educational programming, and civic engagement opportunities for the Santa Clara community. Through its three branches at Central Library, Northside Branch Library, and Mission Branch Library and the Bookmobile, Santa Clara City Library delivers high quality, efficient services in collections, technology and information access, literacy and English as a Second Language (ESL), programming, community partnerships, and facilities. The City’s Parks and Recreation Department provides planning, development, operation, maintenance, and rehabilitation of the City’s twenty-seven (27) neighborhood parks, thirteen (13) mini parks, two (2) community parks, three (3) open space sites, ten (10) recreation buildings, four (4) trails, eleven (11) joint use facilities, and eleven (11) bodies of water at five sites. Facilities include community centers, neighborhood park buildings, community gardens, playgrounds, pools, restrooms, picnic areas, turf, trees, vegetation, athletic fields, and joint use facilities. The Department also assists the public with facility rentals, community services, cultural programs, special events, enhanced natural environments, fitness and wellness programs, as well as sports and aquatics opportunities.

Additionally, the City partners with community organizations and non-profits like the Triton Museum of Art to provide the Santa Clara community with services such as free public access to art exhibitions and educational programs.

New LAP: Staff recommends adopting a new Community Services LAP that would allow the City to advocate for legislation, funding, and efforts that pertain to library, parks and recreation, and general community services that benefit the Santa Clara community.

### Emergency Management (Previously titled “COVID-19 Legislation”)

As exemplified by the COVID-19 Pandemic and recent all-hazard emergencies, emergency preparedness and management are essential to the City’s ability to effectively respond and provide continued services to the community. The City’s Office of Emergency Services maintains an

Emergency Operations Center (EOC) in “response-ready” condition to serve as the City’s hub for emergency management activities in support of large-scale emergencies or planned events. In the event of any all-hazard emergency, the City will closely monitor County, State and federal orders, guidance and legislation to see how they apply to Santa Clara, advocate for regional, State, and federal resources and funding to provide as needed assistance to individuals and businesses that have been negatively impacted, and focus on economic recovery.

Recommended Updates: Staff recommends updating and broadening the 2022 COVID-19 LAP to focus on emergency management so the City would be able to advocate for legislation, funding, and efforts that benefit the Santa Clara community in the case of any future emergency.

### Energy Legislation, Regulations and Issues

The City’s electric utility, Silicon Valley Power (SVP), has a mission to be a progressive, service-oriented utility, offering reliable, competitively priced services for the benefit of Santa Clara and its customers. Additionally, SVP has an adopted Strategic Plan that is intended to address the challenges facing the utility over a ten-year period. This LAP works to further the objectives outlined in the Strategic Plan and complements the other LAPs adopted by the City.

Recommended Updates: Staff recommends updating this LAP to include new positions to support efforts to expand energy generation and transmission infrastructure that will help the City meet the pace of decarbonization goals, support legislation and efforts to enhance funding for clean energy, energy storage, and transmission development, support policies that recognize energy affordability and provide financial incentives or assistance to residents and businesses, support legislation or regulatory efforts that would allow Tier 4 diesel generators or better to run to help support the grid during peak demand periods, and oppose legislation and efforts that limit the amount of time, or scope, of local review of energy-related developments within the City.

### Housing

The City is committed to being a leader at the local level in providing affordable housing, as well as making a fair share contribution to the overall need for housing production within Silicon Valley, and will continue to proactively take concrete steps to realize new housing production within the City. Santa Clara is also prepared to participate in broader regional efforts that are collaborative, recognize the unique characteristics of local jurisdictions, and provide opportunities for local representation. The City is monitoring potential measures imposed at the State or regional level that can reduce local control, recognizing that in some instances such measures can be necessary or helpful to advance common goals across multiple jurisdictions, but also recognizing that such efforts may have unintended consequences, limited effectiveness, or create inequities due to a lack of consideration of localized circumstances.

Recommended Updates: Staff recommends updating the LAP to include new positions to support legislation that would establish additional ongoing funding streams for local affordable housing developments, support legislation and efforts that provide resources for small to medium sized cities to plan and implement strategies that address the impacts of homelessness on public facilities and services, support legislation that aims to increase homeownership, particularly for first-time buyers and workforce housing, through down payment assistance, increasing the ability to borrow money, or through other forms of assistance, and expanding existing positions to include additional resources for vulnerable residents.



### Human Resources and Public Sector Employment

The City of Santa Clara provides a myriad of services to the community, including police, fire, public works, electric utility, planning, parks and recreation, and library services. The City employs over 1,100 part-time/seasonal and full-time employees that provide these and other services to the community. These services provide opportunities and careers for all types of interests, and the City should endeavor to leverage the rewards and benefits that come with working for the City.

Recommended Updates: There are no substantial updates for this LAP.

### Public Safety

As a City that is consistently named one of the safest cities in the country, Santa Clara is committed to promoting a living and working environment that allows for the best quality of life. The City believes that crime prevention and enforcement efforts are integral to creating and maintaining a safe environment for residents and visitors. At the same time, the City recognizes that crime prevention and enforcement efforts alone cannot foster community safety and wellness; education, intervention and prevention efforts on various public safety topics, such as gun violence, gang activity, alcohol and tobacco use, driver and bicycle safety, and driving under the influence, are equally important.

Recommended Updates: Staff recommends updating this LAP to include a position to support efforts to fund the towing of abandoned vehicles, including unoccupied recreational vehicles (RVs), and expand an existing position on training and funding for law enforcement, and non-law enforcement, response to individuals experiencing mental health and substance abuse issues to include de-escalation training.

### Regional Issues and Collaboration

While the City of Santa Clara is unique in many ways, it experiences many of the same issues as other cities in the region. As described in other LAPs, the City works closely with other jurisdictions to address a variety of issues that impact residents and businesses in the San Francisco Bay Area, such as affordable housing, transportation, water conservation, and airplane noise. The City recognizes the importance of regional collaboration and participates in various regional organizations to not only advance the City's goals but to contribute to regional work efforts.

Recommended Updates: Staff recommends updating this LAP to reflect current partner organizations, and to include new positions to support regional water conservation efforts to work with local agencies, State and federal agencies to mitigate the effects of the ongoing emergency drought and support efforts to mitigate supply chain and workforce issues across energy, water, transportation, development and maintenance sectors.

### Sustainability and Environmental Protection

The City of Santa Clara is committed to creating a sustainable city for its residents and businesses. The City strives to conduct its operations in a way that is environmentally conscious and promotes sustainability. The City is dedicated to collaborating with regional stakeholders to improve the air quality, water quality, and overall environmental quality of life for the residents and businesses of the City. Interest in sustainability and environmental issues, at both the State and federal levels, will likely continue to result in new legislation and regulation changes that could significantly impact the City. Monitoring and advocacy efforts will be geared towards ensuring that emerging legislation and regulations align with the City's interests in providing sustainable services to its residents and

businesses.

Recommended Updates: Staff recommends updating this LAP to include new positions to support funding opportunities and other financial incentives that facilitate the installation of electric vehicle charging infrastructure at multi-family housing complexes, schools, and other publicly accessible spaces, support efforts to expand energy generation and transmission infrastructure that will help the City meet the pace of decarbonization goals, and monitor Lead and Copper Rule Revision legislation and support funding to better protect communities from exposure to lead in drinking water; and update and expand existing positions as needed to reflect current priorities.

### Transportation Issues

The City of Santa Clara believes that a robust transportation network, and related infrastructure, is a critical element to a successful and thriving community. The City works with the federal government, State government, and regional stakeholders to ensure that residents and businesses have access to traditional modes of transportation and promote alternative modes that would alleviate traffic congestion and pollution. Additionally, it is important for the City's transportation network to continue to evolve to best serve the future needs of the community.

Recommended Updates: Staff recommends updating this LAP to make edits to a few existing positions to include support for reducing vehicle miles traveled and funding for shuttle programs.

### Water Supply and Conservation

The City of Santa Clara operates 19 wells that tap the underground aquifers and make up about 62% of the City's potable water supply. The underground aquifers are replenished from local reservoirs by the Santa Clara Valley Water District (SCVWD) water recharge program. The remaining water is supplied by water imported from the SCVWD and the San Francisco Public Utilities Commission (SFPUC) through the Hetch-Hetchy Reservoir.

For certain approved non-potable uses, recycled water from the San Jose/Santa Clara Regional Wastewater Facility's South Bay Water Recycling (SBWR) facility is used. This highly treated water delivered through separate pipelines makes up about 19% of the water sales in the City. Recycled water offsets the use of potable sources in drought-prone California and is a reliable source for conservation of potable sources. The City continues to work closely with SBWR in order to increase recycled water supplies in order to meet existing demands within the City.

Recommended Updates: Staff recommends updating this LAP to include positions to support California Municipal Utilities Association (CMUA) positions on legislation that benefit Santa Clara, support State initiatives to fund water supply projects to improve water supply conditions including expediting permitting for recharge and other projects to mitigate the ongoing climate-driven emergency drought conditions, and expand an existing position related to exposure to water quality contaminants.

### 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 are no costs associated with this report except for the administrative costs of preparing the report.

The City has an existing agreement with Townsend Public Affairs for State and federal legislative advocacy services, which includes conducting detailed orientations and developing and implementing a legislative strategy as part of the City's monthly retainer.

**COORDINATION**

This report was coordinated with Townsend Public Affairs and the City Attorney's Office. The LAPs were coordinated with Townsend, SVP, and the Community Development, Fire, Human Resources, Library, Parks and Recreation, Police, Public Works, and Water and Sewer Utilities Departments.

**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) <<mailto:clerk@santaclaraca.gov>> .

**RECOMMENDATION**

Adopt the 2023 Legislative Advocacy Positions on Broadband, Cable Services, and Wireless Telecommunications Facilities; Community Services; Emergency Management; Energy Legislation, Regulations and Issues; Housing; Human Resources and Public Sector Employment; Public Safety; Regional Issues and Collaboration; Sustainability and Environmental Protection; Transportation Issues; and Water Supply and Conservation.

Prepared by: Christine Jung, Assistant to the City Manager

Approved by: Office of the City Manager

**ATTACHMENTS**

1. Legislative Advocacy Position Policy
2. 2023 Legislative Advocacy Positions - Clean
3. 2023 Legislative Advocacy Positions - Redline



## **LEGISLATIVE ADVOCACY POSITION POLICY**

### **PURPOSE**

To establish clear guidelines for advancing City goals and positions through legislative review and advocacy at the regional, state, and federal levels of government and to provide guidance for City officials who serve on regional, state, and national boards, committees, and commissions when they are asked to review public policy matters and issues.

### **POLICY**

To attain a comprehensive review of legislation affecting cities, to obtain the Council position on proposed legislation, to make the City's position known, and to maintain a record of pertinent information, the following guidelines shall be followed.

All legislative reviews are to be made on the basis of the effect on the City and citizens as a whole, and taking into account existing City positions, policies, or goals, rather than on the individual's personal feelings.

The guiding principles for legislative advocacy include and are not limited to:

- Support the League of California Cities and National League of Cities positions on priority bills that benefit Santa Clara.
- Protect local revenue sources and prevent unfunded mandates.
- Protect and/or increase funding for specific programs and services.
- Protect and/or increase local government discretion.
- Advance approved policies such as the City's Statement of Values, the General Plan, or the Climate Action Plan.

Annually, Legislative Advocacy Positions (LAP) shall be adopted or updated by the City Council at the beginning of the calendar year to identify specific legislative priorities outside of the legislative guiding principles listed above and posted on the City's website.

### **PROCEDURE FOR EVALUATING AND SUPPORTING LEGISLATIVE ADVOCACY**

Legislation and issues of interest are brought to the City's attention through several means: the League of California Cities, the National League of Cities, the Cities Association of Santa Clara County, Council Members, city staff, citizens, and professional or governmental organizations and legislators. All legislation or issues of interest are to be referred to the City Manager's Office.

1. City Manager's Office (CMO) reviews the proposed legislation and, if warrants, requests assistance from one or more departments.

## **LEGISLATIVE ADVOCACY POSITION POLICY (cont.)**

2. CMO/Department evaluates the bill for its impact upon Santa Clara, recommends a position and potential action, and drafts a position statement or support/opposition letter.
3. If Council has previously adopted a policy directly relevant to the legislation or the proposed legislation is generally consistent with the City's overall guiding principles for legislative advocacy or LAP, the Mayor or City Manager may sign a letter supporting or opposing legislation on behalf of the city as further detailed below.
4. If a Council policy relative to the legislation does not exist, the issue is politically controversial, or there is significant local interest in the issue, the proposed legislation including a recommendation to support, remain neutral, or not support the legislation is brought to Council for consideration.
5. Letters and other communications expressing the City's position on legislation will customarily bear the signature of the Mayor in accordance with City Charter Section 704.2 – 704.3. If the legislation's principal impact affects the City's operation, the communication may be signed by the City Manager.
6. In order to keep the Council informed of all City communications on legislation, copies of the letter or summary of actions will be distributed to the City Council as information items in the Council Meeting Agendas.
7. Staff will provide and/or coordinate quarterly legislative updates on public policy items of interest to Council and departments.

**RESOLUTION NO. 18-8611**

**A RESOLUTION OF THE CITY OF SANTA CLARA, CALIFORNIA  
ADOPTING A LEGISLATIVE ADOVACY POSITION POLICY AND  
RESCINDING COUNCIL POLICY 018 POSITION ON NON-CITY-  
RELATED ISSUES**

**BE IT RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:**

**WHEREAS**, establishing a Legislative Advocacy Position Policy will provide guidelines for advancing City goals and positions through legislative review and advocacy at the regional, state, and federal levels of government; and,

**WHEREAS**, establishing a Legislative Advocacy Position Policy will provide guidance for City officials who serve on regional, state, and national boards, committees, and commission when they are asked to review public policy matters and issues; and,

**WHEREAS**, the Legislative Advocacy Position Policy, attached hereto as Attachment 1, will expedite and streamline the City of Santa Clara's legislative advocacy processes.

**NOW THEREFORE, BE IT FURTHER RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:**

1. That the Legislative Advocacy Position Policy, attached hereto as Attachment 1, is hereby approved and adopted, and the City Manager is directed to number (and renumber, as appropriate) the Council Policy Manual such that they are organized in a logical fashion.
2. That Council Policy 018 Position on Non-City-Related Issues is hereby rescinded.

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3. 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 9<sup>th</sup> DAY OF OCTOBER, 2018, BY THE FOLLOWING VOTE:

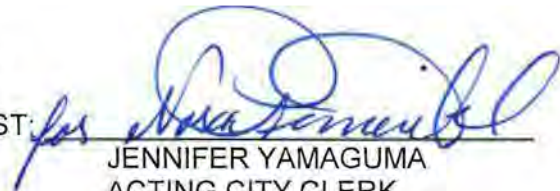
AYES:	COUNCILORS:	Davis, Kolstad, Mahan, O'Neill, and Watanabe and Mayor Gillmor
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NOES:	COUNCILORS:	None
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ABSENT:	COUNCILORS:	None
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ABSTAINED:	COUNCILORS:	None
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ATTEST:



JENNIFER YAMAGUMA  
ACTING CITY CLERK  
CITY OF SANTA CLARA

Attachments incorporated by reference:  
1. Legislative Advocacy Position Policy



## **BROADBAND, CABLE SERVICES, AND WIRELESS TELECOMMUNICATIONS FACILITIES**

### Overview

The wireless telecommunications industry has made efforts to limit or preempt local control over placement of wireless facilities and supporting structures in and outside the rights of way. Over the past several years, actions by federal and state lawmakers have resulted in the adoption of regulations and orders controlling local authority over placement of wireless facilities, including the adoption of “shot clocks” requiring local agencies to complete review of projects within a specified time period.

Additionally, through the Federal Communications Commission's proposed rulemaking, there have been efforts in recent years to address whether local franchising authorities (LFAs) can regulate incumbent cable operators and cable television services. The City has its own government access channel (Santa Clara City Television on Comcast cable channel 15 and AT&T U-verse 99), which may be negatively impacted by such rulings and similar legislation and activities. Santa Clara City Television is used to provide important information to the public, such as live and recorded airings of Council meetings, City special events, programs, and public service announcements.

### Guiding Principles

The City of Santa Clara's guiding principles for legislative advocacy include and are not limited to:

- Support the League of California Cities and National League of Cities positions on priority bills that benefit Santa Clara.
- Protect local revenue sources and prevent unfunded mandates.
- Protect and/or increase funding for specific programs and services.
- Protect and/or increase local government discretion.
- Advance approved policies such as the City's Statement of Values, the General Plan, or the Climate Action Plan.

### Legislative Advocacy Position

The City believes that it should maintain local authority over the placement of wireless telecommunications facilities, in order to ensure that a balance is reached between the infrastructure needs and the needs of the community. As such, the City:

- Supports efforts to increase access to broadband, including in underserved urban communities, while ensuring the placement and installation of needed equipment does not undermine local permitting authority and does not pose an undue nuisance for residents.
- Supports efforts to retain local control of permitting wireless telecommunications and non-cable services facilities in the public-right-of-way.
- Supports legislation that provides opportunity for public input on the placement of wireless telecommunications facilities.
- Monitors legislation related to distributed energy generation via back-up power at wireless telecommunications facilities.



- Oppose legislation and efforts to limit the amount of time, or scope, of local review of the placement of wireless facilities.



## **COMMUNITY SERVICES**

### Overview

The City of Santa Clara offers a wide range of community services through Santa Clara City Library, parks and recreational facilities, and in partnership with community organizations and non-profits. The Santa Clara City Library is a dynamic community hub that provides access to information, literacy resources, educational programming, and civic engagement opportunities for the Santa Clara community. Through its three branches at Central Library, Northside Branch Library, and Mission Branch Library and the Bookmobile, Santa Clara City Library delivers high quality, efficient services in collections, technology and information access, literacy and English as a Second Language (ESL), programming, community partnerships, and facilities. The City's Parks and Recreation Department provides planning, development, operation, maintenance, and rehabilitation of the City's twenty-seven (27) neighborhood parks, thirteen (13) mini parks, two (2) community parks, three (3) open space sites, ten (10) recreation buildings, four (4) trails, eleven (11) joint use facilities, and eleven (11) bodies of water at five sites. Facilities include community centers, neighborhood park buildings, community gardens, playgrounds, pools, restrooms, picnic areas, turf, trees, vegetation, athletic fields, and joint use facilities. The Department also assists the public with facility rentals, community services, cultural programs, special events, enhanced natural environments, fitness and wellness programs, as well as sports and aquatics opportunities.

Additionally, the City partners with community organizations and non-profits like Triton Museum of Art to provide the Santa Clara community with services such as free public access to art exhibitions and educational programs.

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The City of Santa Clara's guiding principles for legislative advocacy include and are not limited to:

- Support the League of California Cities and National League of Cities positions on priority bills that benefit Santa Clara.
- Protect local revenue sources and prevent unfunded mandates.
- Protect and/or increase funding for specific programs and services.
- Protect and/or increase local government discretion.
- Advance approved policies such as the City's Statement of Values, the General Plan, or the Climate Action Plan.

### Legislative Advocacy Position

With the goal of enhancing community sports and its recreational and arts assets, the City:

- Supports legislation and efforts that provide direct funding to cities based on needs, regardless of cities' income level, for community services including staffing, infrastructure, and materials.



- Supports collaborative efforts between local water districts and local jurisdictions to address carbon sequestration and water retention to directly benefit parks and city facilities.
- Supports efforts to restore the nature environment specially through parks: revegetation, reforestation, urban forestry programs.
- Supports funding for accessibility improvements that support developmentally based play for all ages and abilities.
- Supports funding and efforts that enhance programs that serve low-income seniors.
- Supports funding and efforts to promote early literacy, family literacy, and life-long learning.
- Supports legislation that promote equity, diversity, and inclusion-related staffing, collections, and programming.
- Supports funding and efforts to increase afterschool enrichment activities for students.
- Supports legislation, funding, and resources to offer wraparound services to vulnerable populations.
- Supports funding and efforts to provide programs and services that encourage sustainable practices in the community.
- Supports funding, additional resources, and additional staffing to provide outreach and mental health resources to communities that currently lack adequate access to these services.



## **EMERGENCY MANAGEMENT**

### Overview

As exemplified by the COVID-19 Pandemic and recent all-hazard emergencies, emergency preparedness and management are essential to the City's ability to effectively respond and provide continued services to the community. The City's Office of Emergency Services maintains an Emergency Operations Center (EOC) in "response-ready" condition to serve as the City's hub for emergency management activities in support of large-scale emergencies or planned events. In the event of any all-hazard emergency, the City will closely monitor county, state and federal orders, guidance and legislation to see how they apply to Santa Clara, advocate for regional, state, and federal resources and funding to provide as needed assistance to individuals and businesses that have been negatively impacted, and focus on economic recovery.

### Guiding Principles

The City of Santa Clara's guiding principles for legislative advocacy include and are not limited to:

- Support the League of California Cities' and National League of Cities' positions on priority bills that benefit Santa Clara.
- Protect local revenue sources and prevent unfunded mandates.
- Protect and/or increase funding for specific programs and services.
- Protect and/or increase local government discretion.
- Advance approved policies such as the City's Statement of Values, the General Plan, or the Climate Action Plan.

### Legislative Advocacy Position

In order to adequately prepare for and manage emergencies to protect the community, the City of Santa Clara:

- Supports efforts to provide direct relief funding to local jurisdictions, especially small and medium-sized cities, which can be utilized in response to all-hazard emergencies, including offsetting lost revenue and reimbursing incurred costs.
- Supports the temporary suspension of certain time-specific statutory and meeting requirements and flexibility to adjust city services as needed to mitigate, prepare, respond to, and recover from any future all-hazard emergencies.
- Supports federal and state efforts to help mitigate the economic impacts from all-hazard emergencies on the City's businesses and residents.
- Supports public health efforts and resources to help mitigate the spread of infectious disease, including providing access to personal protective equipment and encouraging residents to receive approved vaccinations.
- Supports legislative efforts and funding for mutual aid to assist with emergency operations and streamline reimbursement processes.

- Supports efforts to establish protocols and provide funding that continue to allow schools to maintain in-person instruction in a safe manner.
- Supports funding and efforts to provide free meals to students.
- Opposes efforts to shift responsibility, to the City, of programs that have traditionally been carried out, or funded, by federal, state, or county governments.



## **ENERGY LEGISLATION, REGULATIONS AND ISSUES**

### Overview

The City's electric utility, Silicon Valley Power (SVP) has a mission to be a progressive, service-oriented utility, offering reliable, competitively priced services for the benefit of Santa Clara and its customers. Additionally, SVP has an adopted Strategic Plan that is intended to address the challenges facing the utility over a ten-year period. The Strategic Plan contains over thirty strategic initiatives in four distinct areas: Utility Performance Excellence; Customer Engagement and Satisfaction; Progress and Innovation Focus; and Community and Environmental Stewardship. The Legislative Advocacy Position works to further the objectives outlined in the Strategic Plan, and complements the other Legislative Advocacy Positions adopted by the City.

### Guiding Principles

The City follows the below guiding principles for all areas of legislative advocacy:

- Support the positions of the League of California Cities, and National League of Cities, on priority bills that benefit Santa Clara.
- Protect local revenue sources and prevent unfunded mandates.
- Protect and/or increase funding for specific programs and services that benefit the City of Santa Clara and its residents.
- Protect and/or increase local government discretion.
- Advance approved policies, such as the City's Statement of Values, the General Plan, and the Climate Action Plan.

### Legislative Advocacy Position

In order to ensure the City can provide safe, reliable, and affordable energy to ratepayers, while operating in an environmentally and fiscally conscious manner, the City will:

- Support policies that will help ensure that transmission level Public Safety Power Shut-offs (PSPS) events do not unnecessarily burden local communities that are dependent on investor owned utility (IOU) transmission infrastructure.
- Support legislation that would provide local public agencies with financial resources to prepare for, and mitigate the impacts from, planned power outage events.
- Support efforts to align wildfire-related liability with fault, safeguarding public utility customers against exorbitant rate increases when their utility acts prudently.
- Support efforts to expand energy generation and transmission infrastructure that will help the City meet the pace of decarbonization goals.
- Support legislation and efforts to enhance funding for clean energy, energy storage, and transmission development.
- Support policies that recognize energy affordability and provide financial incentives or assistance to residents and businesses.
- Support legislation or regulatory efforts that would allow Tier 4 diesel generators or better to run to help support the grid during peak demand periods.

- Monitor PG&E's rate-making and regulatory activities to ensure it meets its obligations and agreements and advocate for changes that would mitigate adverse impacts to SVP and other publicly owned utilities (POUs).
- Monitor the development of new market initiatives from state and regional grid operators which may result in new energy-related products and changes to electric grid operations. Staff will advocate for changes that would benefit or protect SVP ratepayers.
- Monitor and participate with federal, state and local governments and stakeholders in the development of new regulations and advocate for changes that enhance system reliability and mitigate operational and ratepayer impacts.
- Monitor and support transmission related activities focusing on enhancing the reliability and deliverability of clean energy resources and advocating for greater transparency and assurance that transmission access charges are allocated equitably between the various beneficiaries.
- Oppose legislation and efforts that limit the amount of time, or scope, of local review of energy-related developments within the City.



## **HOUSING**

### Overview

The lack of affordable housing in the State and region continues to have an increasingly profound impact on the City of Santa Clara. In January 2020, Santa Clara County conducted its biennial Point-in-Time Count and found that there were over 10,028 individuals were living on the streets, in shelters across the county, reflecting a more than 3% increase in the homeless population over a 3-year period. During the same period, homelessness increased in the City of Santa Clara by 35%. As cities across the state struggle to address the growing affordable housing and homelessness crisis as housing prices continue to soar, housing continues to be a key legislative priority for the State Legislature and regional agencies.

### Guiding Principles

The City of Santa Clara's guiding principles for legislative advocacy include and are not limited to:

- Support the League of California Cities and National League of Cities positions on priority bills that benefit Santa Clara.
- Protect local revenue sources and prevent unfunded mandates.
- Protect and/or increase funding for specific programs and services.
- Protect and/or increase local government discretion.
- Advance approved policies such as the City's Statement of Values, the General Plan, or the Climate Action Plan.

### Legislative Advocacy Position

The City of Santa Clara is committed to being a leader at the local level in providing affordable housing, as well as making a fair share contribution to the overall need for housing production within Silicon Valley, and will continue to proactively take concrete steps to realize new housing production within the City. Santa Clara is also prepared to participate in broader regional efforts that are collaborative, recognize the unique characteristics of local jurisdictions, and provide opportunities for local representation.

The City is concerned about potential measures imposed at the State or regional level that reduce local control, recognizing that in some instances such measures can be necessary or helpful to advance common goals across multiple jurisdictions, but is also recognizing that such efforts may have unintended consequences, limited effectiveness, or create inequities due to a lack of consideration of localized circumstances.

In an effort to achieve these goals, the City will:

- Advocate for more state and federal resources (e.g., funding, more housing vouchers, legal authority, technical support, streamlining administrative processes) to address local housing needs.



- Support legislation that would establish additional ongoing funding streams for local affordable housing developments.
- Support legislation and efforts that provide increased access to resources to address the needs of the most vulnerable residents through street outreach and assessment, case management services, shelter, interim and transitional housing, supportive housing, extremely low-income affordable housing, and homelessness prevention services.
- Support legislation and efforts that provide resources for small to medium sized cities to plan and implement strategies that address the impacts of homelessness on public facilities and services.
- Support efforts to collaborate with the State, County, local jurisdictions, business sector, non-profit, and philanthropic partners to leverage available resources and bring in new funding streams to expand the reach of the supportive housing system.
- Support federal efforts to preserve and strengthen the low-income housing tax credit program and federal tax exemptions for private activity bonds.
- Support legislation preserving and expanding, federal tax exemptions for state and local taxes, including state and local property, sales, and income taxes, and maintaining federal tax exemptions for mortgage interest payments on primary residences.
- Support legislation that provides local jurisdictions with authority over land use decisions and fully incorporates the involvement of local community members and an understanding of the conditions unique to the community.
- Support efforts to streamline California Environmental Quality Act provisions to facilitate the production of affordable housing and reduce delays due to unmerited litigation.
- Support provisions to allow school districts to effectively mitigate the impacts of new development, including the ability to consider increasing the allowable school mitigation fee level.
- Support efforts to increase and index school mitigation fee rates to more realistically reflect current school facility costs.
- Support legislation that aims to increase homeownership, particularly for first-time buyers and workforce housing, through downpayment assistance, increasing the ability to borrow money, or through other forms of assistance.
- Oppose measures that reduce local control over land use and planning decisions and are punitive in nature towards local government.
- Oppose efforts to reduce federal funding for federal entitlement programs that are used to promote affordable housing, rehabilitate substandard housing, build new park facilities, provide neighborhood improvements, and fund public services.
- Monitor legislation related to the zoning and development of housing in Very High Fire Hazard Severity Zones.



## **HUMAN RESOURCES AND PUBLIC SECTOR EMPLOYMENT**

### Overview

The City of Santa Clara provides a myriad of services to the community, including police, fire, public works, electric utility, planning, parks and recreation, and library services. The City employs over 1,100 part-time/seasonal and full-time employees that provide the and other services to the community. These services provide opportunities and careers for all types of interests, and the City should endeavor to leverage the rewards and benefits that come with working for the City.

### Guiding Principles

The City of Santa Clara's guiding principles for legislative advocacy include and are not limited to:

- Support the League of California Cities and National League of Cities positions on priority bills that benefit Santa Clara.
- Protect local revenue sources and prevent unfunded mandates.
- Protect and/or increase funding for specific programs and services.
- Protect and/or increase local government discretion.
- Advance approved policies such as the City's Statement of Values, the General Plan, or the Climate Action Plan.

### Legislative Advocacy Position

In order to ensure that the City can compete with other local municipalities, and the private sector, to attract, hire and retain a talented workforce, the City:

- Supports efforts to preserve local government's ability to manage its own employment issues, including, but not limited to, hiring, evaluating, disciplining, and negotiating collective bargaining agreements.
- Supports working with City bargaining units in finding solutions to address the service delivery needs of the community while being mindful of the City's revenue and expenditures, and recruitment and retention of the City's workforce.
- Supports efforts to increase the long-term financial stability of CalPERS.
- Supports federal and state efforts to create a more informed, engaged, and welcoming experience for immigrants.
- Supports comprehensive immigration reform which provides opportunities to achieve economic and educational success and contribute to our community.
- Supports and increase in work visas allowing employers to hire foreign workers that require advanced technical skills, as well as support programs that stimulate the economy through job creation and capital investment by foreign investors.
- Supports efforts that protect children, including undocumented children, with the continuation of the Deferred Action for Childhood Arrivals (DACA) Program and the Dream Act.

- Opposes new federal or state unfunded mandates that would increase the City's post-employment obligations.



## **PUBLIC SAFETY**

### Overview

As a city that is consistently named one of the safest cities in the country, Santa Clara is committed to promoting a living and working environment that allows for the best quality of life. The City believes that crime prevention and enforcement efforts are integral to creating and maintaining a safe environment for residents and visitors. At the same time, the City recognizes that crime prevention and enforcement efforts alone cannot foster community safety and wellness; education, intervention and prevention efforts on various public safety topics, such as gun violence, gang activity, alcohol and tobacco use, pedestrian, driver and bicycle safety, and driving under the influence, are equally important.

As the State and region continues to experience civil unrest and an unprecedented number of natural and man-made disasters, the City recognizes the importance of a comprehensive risk management approach to emergency preparedness.

### Guiding Principles

The City of Santa Clara's guiding principles for legislative advocacy include and are not limited to:

- Support the League of California Cities and National League of Cities positions on priority bills that benefit Santa Clara.
- Protect local revenue sources and prevent unfunded mandates.
- Protect and/or increase funding for specific programs and services.
- Protect and/or increase local government discretion.
- Advance approved policies such as the City's Statement of Values, the General Plan, or the Climate Action Plan.

### Legislative Advocacy Position

In order to maintain public health and safety, and promote the best quality of life, the City will:

- Support legislation that seeks to impose stricter gun violence laws and/or requires the safe storage of unattended firearms, including background checks and training requirements for gun sales.
- Support legislation that toughens penalties for chronic criminals.
- Support efforts to reduce the list of who can seek early parole and re-classify some theft crimes from misdemeanors to felonies by reforming Assembly Bill 109 (approved by the Legislature in 2011), Proposition 47 (approved by voters in 2014) and Proposition 57 (approved by voters in 2016).
- Support the expansion of the number of crimes where DNA is collected, a list that was limited when some crimes were reclassified from felonies to misdemeanors.
- Support legislation that preserves, or expands, funding levels for public safety programs, services, reimbursement of administrative costs associated with grant implementation, record keeping and reporting, and equipment, such as the Edward Byrne Memorial Justice Assistance Grants.

- Support legislation that addresses crime trends and attempts to curb illegal activity, including but not limited to, illegal street racing and sideshow activity, thefts from automobile burglaries, and organized retail thefts, all of which are growing trends in our region.
- Support efforts to test speed enforcement cameras and corresponding legislation to mitigate traffic-related injuries and deaths.
- Support efforts to fund the towing of abandoned vehicles, including unoccupied recreational vehicles (RVs).
- Support legislation that identifies new funding sources for fire and law enforcement agencies to promote public safety, wellness and employee training.
- Support legislation that recognizes the importance of a comprehensive risk management approach to emergency preparedness, fire prevention, fire suppression, and emergency medical services.
- Support legislation that provides funding for emergency preparedness, including community risk reduction strategies like community education programs (e.g., CERT, CPA), staff training, interagency cooperation, and enhanced equipment and technology.
- Support legislation that expands the implementation and testing of emergency alert systems.
- Support legislation that enhances public safety professionals' ability to respond to all types of emergencies and communicate within and across jurisdictions.
- Support measures that aim to return revenue generated from the enforcement of crimes back to the originating agency to sustain their efforts.
- Support the local regulation of Unmanned Aircraft Systems (UAVs), including the right to authorize use of UAVs by public safety agencies and the right to restrict or prohibit UAV use that interferes with, or poses a threat to, emergency operations or public safety.
- Support legislation that aims to assist individuals in crisis, including those who may be homeless, be the victim of human trafficking, domestic violence victims and survivors, and other vulnerable populations.
- Support legislation and efforts that recognizes the importance of developing a comprehensive preparedness strategy (e.g. mutual aid, unified command, interoperability, cyber disobedience, critical infrastructure, social media, etc.) to respond to civil unrest with input from emergency responders and allied stakeholders for local response.
- Support more training and funding for law enforcement, and non-law enforcement, response to individuals experiencing mental health and substance abuse issues, including de-escalation training.
- Support the inclusion of stipends, reimbursement and/or allocation associated with new legislation that increases data collection and reporting, particularly when there is a need for specialized software or equipment to do so.
- Oppose public safety legislation that imposes unfunded mandates on local agencies for new programs or increased service levels.



## **REGIONAL ISSUES AND COLLABORATION**

### Overview

While the City of Santa Clara is unique in many ways, it experiences many of the same issues as other cities in the region. The City works closely with other jurisdictions to address a variety of issues that impact residents and businesses in the San Francisco Bay Area, such as affordable housing, transportation, water conservation, and airplane noise.

### Guiding Principles

The City follows the below guiding principles for all areas of legislative advocacy:

- Support the positions of the League of California Cities, and National League of Cities, on priority bills that benefit Santa Clara.
- Protect local revenue sources and prevent unfunded mandates.
- Protect and/or increase funding for specific programs and services that benefit the City of Santa Clara and its residents.
- Protect and/or increase local government discretion.
- Advance approved policies, such as the City's Statement of Values, the General Plan, and the Climate Action Plan.

### Legislative Advocacy Position

The City recognizes the importance of regional collaboration and, as such, the City:

- Contributes to, and supports the efforts of, regional organizations such as Santa Clara County Cities Association and Silicon Valley Economic Development Alliance to advance regional goals that benefit the San Francisco Bay Area/Silicon Valley.
- Supports federal and state legislation to provide funding for regional solutions to problems, such as housing, homelessness, emergency management and response, water supply and resiliency, and transportation.
- Continues to support regional efforts to work with local agencies and federal representatives to mitigate the effects of aircraft noise.
- Supports efforts to engage local public agencies and members of the community prior to any changes in flight paths, or airport operations that may impact surrounding areas.
- Supports regional water conservation efforts to work with local agencies, state and federal agencies to mitigate the effects of the ongoing emergency drought.
- Supports legislation that provides funding to assist with the mitigation of impacts from aircraft noise.
- Supports efforts to mitigate supply chain and workforce issues across energy, water, transportation, development and maintenance sectors.
- Monitors regional issues and new legislation to ensure that they benefit the region and its residents.



## **SUSTAINABILITY AND ENVIRONMENTAL PROTECTION**

### Overview

The City of Santa Clara is committed to creating a sustainable city for its residents and businesses. The City strives to conduct its operations in a way that is environmentally conscious and promotes sustainability. The City is dedicated to collaborating with regional stakeholders to improve the air quality, water quality, and overall environmental quality of life for the residents and businesses of the City.

### Guiding Principles

The City of Santa Clara's guiding principles for legislative advocacy include and are not limited to:

- Support the League of California Cities and National League of Cities positions on priority bills that benefit Santa Clara.
- Protect local revenue sources and prevent unfunded mandates.
- Protect and/or increase funding for specific programs and services.
- Protect and/or increase local government discretion.
- Advance approved policies such as the City's Statement of Values, the General Plan, or the Climate Action Plan.

### Legislative Advocacy Position

There continues to be a strong interest in sustainability and environmental issues at both the state and federal levels which will likely result in new legislation and regulatory changes that could significantly impact the City. Monitoring and advocacy efforts will be geared towards ensuring that emerging legislation and regulations align with the City's interests in providing sustainable services to its residents and businesses through the following:

- Support opportunities to further reform the California Environmental Quality Act process to match California's very ambitious and accelerated goals related to sustainability and environmental protection, including Greenhouse Gas emissions reductions while protecting local land use authority.
- Support energy goals and policies that remain technology agnostic and commercially available, and oppose policies that choose specific technologies or energy procurement mandates that can lead to increased customer costs while discouraging innovation.
- Support legislation that removes barriers to the electrification of buildings and transportation, as well as legislation that provides regulatory streamlining of reporting and other actions that preserve local decision-making authority.
- Support a comprehensive approach to climate policy that optimizes GHG reductions across multiple sectors (transportation, electricity, buildings, etc.).
- Support funding opportunities and other financial incentives that facilitate the installation of electric vehicle charging infrastructure at multi-family housing complexes, schools, and other publicly accessible spaces.

- Advocate for the flexibility to optimize the portfolio of GHG emissions reduction opportunities identified in the City's Climate Action Plan and includes, but not limited to, new renewable energy and storage procurement, water conservation and energy efficiency, smart grid solutions, increase waste diversion, sustainable land use, increase tree canopy, building decarbonization, transportation electrification among other actions in the portfolio.
- Support efforts to streamline permitting and construction of compost and other facilities that enable jurisdictions to comply with SB 1383 and efforts to broaden procurement requirements for local jurisdiction to comply with SB 1383.
- Support legislation and funding related to recycled water state, regional, and local efforts to reduce imported water supplies and supplant the use of potable water and preserve local groundwater supplies.
- Support legislation and regulatory efforts that aid the City's Pretreatment Program, Fats, Oils & Grease (FOG) Inspection Program, and Operations and Maintenance of the sanitary sewer collections system.
- Support urban runoff pollution regulations, water conservation and recycling, and pollution controls that benefit the City.
- Support legislation and regulatory efforts that enable the City to collect fees to support the storm drain collection system.
- Support legislation, regulations, and funding to strengthen forest management and fire prevention activities and improve emergency preparedness and response. These include, but are not limited to, the modernization of vegetation and forest management practices for wildfire prevention and carbon sequestration and biomass production for energy, forest thinning, and other activities to improve the health of forests damaged by infestation of bark beetles, plant pathogens, drought, or other hazards that exponentially increase wildfire dangers.
- Support California Energy Commission (CEC) and California Public Utilities Commission (CPUC) efforts to accelerate building and transportation decarbonization through Title 24 Part 6 (CalGreen) code with consideration of cost effectiveness studies.
- Support telework policies that reduce carbon emissions and traffic congestion.
- Support transitioning from diesel backup generators to battery-based or other environmentally sustainable backup generators technology as appropriate.
- Support legislation that provides residents and businesses with incentives for undertaking decarbonization activities, such as replacing aging heat pumps, hot water heaters, and appliances.
- Support efforts to expand energy generation and transmission infrastructure that will help the City meet the pace of decarbonization goals.
- Oppose federal or state efforts to permit additional oil drilling off the California coast to maintain consistency with the City's Climate Action Plan and efforts to reduce dependency on fossil fuels.
- Monitor energy related legislation including but not limited to that which impacts renewable energy, energy efficiency and conservation, resiliency, smart grid solutions, energy storage, demand response, distributed energy and building and transportation electrification.
- Monitor legislation that may have a regional and local impact on greenhouse gas (GHG) emissions and advocate for effective and equitable approaches to emissions reduction.



- Monitor legislation and water quality regulations related to contaminants of emerging concern and advocate for funding for treatment of these contaminants.
- Monitor Lead and Copper Rule Revision legislation and support funding to better protect communities from exposure to lead in drinking water.
- Monitor research and regulations on Per-and Poly-fluoroalkyl Substances (PFASs) and their impacts on the environment and drinking water, and advocate for funding for treatment of PFASs.
- Monitor legislation and regulatory efforts related to recycling and solid waste and advocate for legislation and regulations that enable mixed waste processing and composting to remain viable pathways for waste compliance.
- Monitor legislation and regulations related to the National Pollutant Discharge Elimination System and support efforts that are attainable and reflect local conditions and circumstances and oppose those that do not.
- Monitor legislation and regulations related to the San Jose/Santa Clara Regional Wastewater Facility (RWF), and support efforts related to the National Pollutant Discharge Elimination System. The RWF is regulated by the National Pollutant Discharge Elimination System permit under the Clean Water Act administered by San Francisco Bay Regional Water Quality Control Board. New regulations are focused on Contaminants of Emerging Concern, Toxicity, and Nutrient Reduction.
- Track the progress of the South Bay Salt Ponds Restoration Project and its proximity and potential impacts to the Regional Wastewater Facility, which Santa Clara jointly owns with the City of San Jose, and support regional planning and funding efforts.
- Track the progress of the South San Francisco Bay Shoreline Study and support associated regional resiliency planning and funding efforts to ensure that Santa Clara's infrastructure and community assets are considered and protected as the Bay Area plans and constructs resiliency projects.



## **TRANSPORTATION ISSUES**

### Overview

The City of Santa Clara believes that a robust transportation network, and related infrastructure, is a critical element to a successful and thriving community. The City works with the federal government, state government, and regional stakeholders to ensure that residents and businesses have access to traditional modes of transportation and promote alternative modes to alleviate traffic congestion and pollution. Additionally, it is important for the City's transportation network to continue to evolve to best serve the future needs of the community. To that end, local efforts are underway to promote and provide funding for alternative modes of transportation, such as updates to the City's Traffic Impact Fee program, the City's Multimodal Improvement Plan, Bicycle Master Plan Update 2018, Pedestrian Master Plan, and Creek Trail Network Expansion Master Plan. Additionally, City staff is working with other transportation agencies to support their significant regional projects, including BART Phase II (VTA), Caltrain Electrification and Caltrain Business Plan, and the High Speed Rail project.

### Guiding Principles

The City of Santa Clara's guiding principles for legislative advocacy include and are not limited to:

- Support the League of California Cities and National League of Cities positions on priority bills that benefit Santa Clara.
- Protect local revenue sources and prevent unfunded mandates.
- Protect and/or increase funding for specific programs and services.
- Protect and/or increase local government discretion.
- Advance approved policies such as the City's Statement of Values, the General Plan, or the Climate Action Plan.

### Legislative Advocacy Position

To ensure that the City and greater region are able to meet the current transportation needs of the community and plan for future needs, the City is advocating for the following-positions:

- Support legislative, regulatory, funding, and regional efforts to reduce the amount of traffic congestion on area freeways and County expressways and reduce vehicle miles traveled.
- Support legislation and efforts that provide funding for diverse transportation projects, such as local streets and roads improvements, shuttle programs, public transit, railroad crossing improvements, bicycle and pedestrian projects, intelligent transportation system improvements, corridor capacity improvements, and highway interchange improvements.
- Support efforts to ensure accountability and fairness during the implementation of regional transportation ballot measures.
- Support efforts that will alleviate traffic congestion and promote alternative modes of transportation that benefit Santa Clara residents and businesses and that support the City's commitment to environmental sustainability.
- Support efforts to integrate fare payments, schedules, transfers, and technology across multiple transit agencies to enhance regional transit service connectively.

- Monitor efforts to place regional transportation funding measures on the ballot for consideration by voters.
- Monitor legislation related to local operations and regulation of municipal roadways, shared mobility uses in municipalities, and how municipalities study traffic congestion or vehicle miles traveled to measure transportation impacts of projects.
- Oppose efforts to reduce the City's representation on regional transportation planning agencies.
- Oppose efforts to reduce local government access to SB 1 local streets and roads funding.



## **WATER SUPPLY AND CONSERVATION**

### Overview

The City of Santa Clara operates 19 wells that tap the underground aquifers and make up about 62% of the City's potable water supply. The underground aquifers are replenished from local reservoirs by the Santa Clara Valley Water District (SCVWD) water recharge program. The remaining water is supplied by water imported from the SCVWD and the San Francisco Public Utilities Commission (SFPUC) through the Hetch-Hetchy Reservoir.

For certain approved non-potable uses, recycled water from the San Jose/Santa Clara Regional Wastewater Facility's South Bay Recycled Water (SBWR) facility is used. This highly treated water delivered through separate pipelines makes up about 19% of the water sales in the City. Recycled water offsets the use of potable sources in drought-prone California and is a reliable source for conservation of potable sources. The City continues to work closely with SBWR in order to increase recycled water supplies in order to meet existing demands within the City.

### Guiding Principles

The City of Santa Clara's guiding principles for legislative advocacy include and are not limited to:

- Support the League of California Cities and National League of Cities positions on priority bills that benefit Santa Clara.
- Protect local revenue sources and prevent unfunded mandates.
- Protect and/or increase funding for specific programs and services.
- Protect and/or increase local government discretion.
- Advance approved policies such as the City's Statement of Values, the General Plan, or the Climate Action Plan.

### Legislative Advocacy Position

In order to ensure that the City is able to maintain an affordable and reliable supply of quality water, the City maintains the following advocacy positions:

- Support and implement water conservation measures for businesses and residents including state regulatory efforts which build on ongoing efforts to "make water conservation a California way of life."
- Support California Municipal Utilities Association (CMUA) positions on legislation that benefit Santa Clara.
- Support State initiatives to fund water supply projects to improve water supply conditions including expediting permitting for recharge and other projects to mitigate the ongoing climate-driven emergency drought conditions.
- Support regional water conservation including potable and recycled water supply efforts in cooperation with agencies such as Santa Clara Valley Water District, City of San Jose, San Francisco Public Utilities Commission (SFPUC), and the Bay Area Water Supply and Conservation Agency.
- Support efforts to establish alternative funding sources for water infrastructure and improved water quality projects.

- Support state and regional efforts to delivery water to Santa Clara customers using clean energy and other environmentally sustainable practices.
- Support legislation and funding to protect the public health of the community from the exposure to water quality contaminants including lead in drinking water at daycares, school facilities, residences, and commercial facilities.
- Support legislation with regional partners that allows purified recycled water to be added to the potable water supply through indirect and direct applications that improve local water resiliency for residents and businesses.
- Work with regional partners to maintain the reliability of the water supply and water sustainability to support current customers and to allow for expected growth in the near future and beyond.
- Monitor federal, state, and regional activity related to the Bay-Delta Plan. Support a comprehensive Bay-Delta watershed voluntary settlement agreement between stakeholders that includes SFPUC.
- Oppose legislative efforts to impose new taxes or fees on drinking water.



## **BROADBAND, CABLE SERVICES, AND WIRELESS TELECOMMUNICATIONS FACILITIES**

### Overview

The wireless telecommunications industry has made efforts to limit or preempt local control over placement of wireless facilities and supporting structures in and outside the rights of way. Over the past several years, actions by federal and state lawmakers have resulted in the adoption of regulations and orders controlling local authority over placement of wireless facilities, including the adoption of “shot clocks” requiring local agencies to complete review of projects within a specified time period.

Additionally, through the Federal Communications Commission's proposed rulemaking, there have been efforts in recent years to address whether local franchising authorities (LFAs) can regulate incumbent cable operators and cable television services. The City has its own government access channel (Santa Clara City Television on Comcast cable channel 15 and AT&T U-verse 99), which may be negatively impacted by such rulings and similar legislation and activities. Santa Clara City Television is used to provide important information to the public, such as live and recorded airings of Council meetings, City special events, programs, and public service announcements.

### Guiding Principles

The City of Santa Clara's guiding principles for legislative advocacy include and are not limited to:

- Support the League of California Cities and National League of Cities positions on priority bills that benefit Santa Clara.
- Protect local revenue sources and prevent unfunded mandates.
- Protect and/or increase funding for specific programs and services.
- Protect and/or increase local government discretion.
- Advance approved policies such as the City's Statement of Values, the General Plan, or the Climate Action Plan.

### Legislative Advocacy Position

The City believes that it should maintain local authority over the placement of wireless telecommunications facilities, in order to ensure that a balance is reached between the infrastructure needs and the needs of the community. As such, the City:

- Supports efforts to increase access to broadband, including in underserved urban communities, while ensuring the placement and installation of needed equipment does not undermine local permitting authority and does not pose an undue nuisance for residents.
- Supports efforts to ~~provide~~for~~retain~~ local control of permitting wireless telecommunications and non-cable services facilities in the public-right-of-way.
- Supports legislation that provides opportunity for public input on the placement of wireless telecommunications facilities.
- Monitors legislation related to distributed energy generation via back-up power at wireless telecommunications facilities.

- Oppose legislation and efforts to limit the amount of time, or scope, of local review of the placement of wireless facilities.



## **COMMUNITY SERVICES**

### **Overview**

The City of Santa Clara offers a wide range of community services through Santa Clara City Library, parks and recreational facilities, and in partnership with community organizations and non-profits. The Santa Clara City Library is a dynamic community hub that provides access to information, literacy resources, educational programming, and civic engagement opportunities for the Santa Clara community. Through its three branches at Central Library, Northside Branch Library, and Mission Branch Library and the Bookmobile, Santa Clara City Library delivers high quality, efficient services in collections, technology and information access, literacy and English as a Second Language (ESL), programming, community partnerships, and facilities. The City's Parks and Recreation Department provides planning, development, operation, maintenance, and rehabilitation of the City's twenty-seven (27) neighborhood parks, thirteen (13) mini parks, two (2) community parks, three (3) open space sites, ten (10) recreation buildings, four (4) trails, eleven (11) joint use facilities, and eleven (11) bodies of water at five sites. Facilities include community centers, neighborhood park buildings, community gardens, playgrounds, pools, restrooms, picnic areas, turf, trees, vegetation, athletic fields, and joint use facilities. The Department also assists the public with facility rentals, community services, cultural programs, special events, enhanced natural environments, fitness and wellness programs, as well as sports and aquatics opportunities.

Additionally, the City partners with community organizations and non-profits like Triton Museum of Art to provide the Santa Clara community with services such as free public access to art exhibitions and educational programs.

### **Guiding Principles**

The City of Santa Clara's guiding principles for legislative advocacy include and are not limited to:

- Support the League of California Cities and National League of Cities positions on priority bills that benefit Santa Clara.
- Protect local revenue sources and prevent unfunded mandates.
- Protect and/or increase funding for specific programs and services.
- Protect and/or increase local government discretion.
- Advance approved policies such as the City's Statement of Values, the General Plan, or the Climate Action Plan.

### **Legislative Advocacy Position**

With the goal of enhancing community sports and its recreational and arts assets, the City:

- Supports legislation and efforts that provide direct funding to cities based on needs, regardless of cities' income level, for community services including staffing, infrastructure, and materials.





- Supports collaborative efforts between local water districts and local jurisdictions to address carbon sequestration and water retention to directly benefit parks and city facilities.
- Supports efforts to restore the nature environment specially through parks: revegetation, reforestation, urban forestry programs.
- Supports funding for accessibility improvements that support developmentally based play for all ages and abilities.
- Supports funding and efforts that enhance programs that serve low-income seniors.
- Supports funding and efforts to promote early literacy, family literacy, and life-long learning.
- Supports legislation that promote equity, diversity, and inclusion-related staffing, collections, and programming.
- Supports funding and efforts to increase afterschool enrichment activities for students.
- Supports legislation, funding, and resources to offer wraparound services to vulnerable populations.
- Supports funding and efforts to provide programs and services that encourage sustainable practices in the community.
- Supports funding, additional resources, and additional staffing to provide outreach and mental health resources to communities that currently lack adequate access to these services.



**EMERGENCY MANAGEMENT COVID-19 LEGISLATION**

**Overview**

~~As exemplified by the COVID-19 Pandemic and recent all-hazard emergencies, emergency preparedness and management are essential to the City's ability to effectively respond and provide continued services to the community. The City's Office of Emergency Services maintains an Emergency Operations Center (EOC) in "response-ready" condition to serve as the City's hub for emergency management activities in support of large-scale emergencies or planned events. In the event of any all-hazard emergency, the City will closely monitor county, state and federal orders, guidance and legislation to see how they apply to Santa Clara, advocate for regional, state, and federal resources and funding to provide as needed assistance to individuals and businesses that have been negatively impacted, and focus on economic recovery.~~

~~The outbreak of a respiratory illness caused by a novel coronavirus commonly known as COVID-19, has spread globally since it was first identified in 2019, resulting in the coronavirus pandemic. The first case in the United States was announced on January 21, 2020. Since then, there has been much effort at the local, state and federal levels of government to stop the spread of the disease. Additionally, the state and federal governments have been working to provide economic relief to individuals, businesses, and local and state governments that have been impacted by COVID-19 related disruptions.~~

~~The City of Santa Clara proclaimed a local state of emergency on March 11, 2020 and continues to closely monitor county, state and federal orders, guidance and legislation to see how they apply to Santa Clara. City resources and personnel are working to continue to safely provide services to residents and businesses, while navigating the response necessary to contain the COVID-19 outbreak, providing assistance to individuals and businesses that have been negatively impacted by the pandemic, complying with the requirements for social distancing and self-quarantining/isolating, and focusing on economic recovery.~~

**Guiding Principles**

The City of Santa Clara's guiding principles for legislative advocacy include and are not limited to:

- Support the League of California Cities' and National League of Cities' positions on priority bills that benefit Santa Clara.
- Protect local revenue sources and prevent unfunded mandates.
- Protect and/or increase funding for specific programs and services.
- Protect and/or increase local government discretion.
- Advance approved policies such as the City's Statement of Values, the General Plan, or the Climate Action Plan.

**Legislative Advocacy Position**

In order to adequately ~~prepare~~ protect the community's public health and safety and promote the economic recovery for those impacted by the COVID-19 pandemic for and manage emergencies to protect the community, the City of Santa Clara:

- Supports efforts to provide direct relief funding to local jurisdictions, especially small and medium-sized cities, which can be utilized in response to all-hazard emergencies~~the COVID-19 pandemic~~, including offsetting lost revenue and reimbursing incurred costs.
- Supports the temporary suspension of certain time-specific statutory and meeting requirements and flexibility to adjust city services as needed to mitigate prepare, respond to, and recover from any future all-hazard emergencies~~outbreaks~~.
- Supports federal and state efforts to help mitigate the economic impacts from~~the coronavirus~~ all-hazard emergencies on the City's businesses and residents.
- Supports public health efforts and resources to help mitigate the spread of infectious disease~~COVID-19~~, including providing access to personal protective equipment and encouraging residents to receive approved~~COVID-19~~ vaccinations.
- ~~• Supports efforts to assist small businesses, tenants, and landlords through eviction moratoriums, and other assistance programs during the pandemic. These efforts should consider the needs of all stakeholders, including tenants, landlords, and those with unstable housing situations.~~
- Supports legislative efforts and funding for mutual aid to assist with emergency operations and streamline reimbursement processes.
- Supports efforts to establish protocols and provide funding that continue to allow schools to maintain~~resume~~ in-person instruction in a safe manner.
- Supports funding and efforts to provide free meals to students.
- Opposes efforts to shift responsibility, to the City, of programs that have traditionally been carried out, or funded, by federal, state, or county governments.



## **ENERGY LEGISLATION, REGULATIONS AND ISSUES**

### Overview

The City's electric utility, Silicon Valley Power (SVP) has a mission to be a progressive, service-oriented utility, offering reliable, competitively priced services for the benefit of Santa Clara and its customers. Additionally, SVP has an adopted Strategic Plan that is intended to address the challenges facing the utility over a ten-year period. The Strategic Plan contains over thirty strategic initiatives in four distinct areas: Utility Performance Excellence; Customer Engagement and Satisfaction; Progress and Innovation Focus; and Community and Environmental Stewardship. The Legislative Advocacy Position works to further the objectives outlined in the Strategic Plan, and complements the other Legislative Advocacy Positions adopted by the City.

### Guiding Principles

The City follows the below guiding principles for all areas of legislative advocacy:

- Support the positions of the League of California Cities, and National League of Cities, on priority bills that benefit Santa Clara.
- Protect local revenue sources and prevent unfunded mandates.
- Protect and/or increase funding for specific programs and services that benefit the City of Santa Clara and its residents.
- Protect and/or increase local government discretion.
- Advance approved policies, such as the City's Statement of Values, the General Plan, and the Climate Action Plan.

### Legislative Advocacy Position

In order to ensure the City can provide safe, reliable, and affordable energy to ratepayers, while operating in an environmentally and fiscally conscious manner, the City will:

- Support policies that will help ensure that transmission level Public Safety Power Shut-offs (PSPS) events do not unnecessarily burden local communities that are dependent on investor owned utility (IOU) transmission infrastructure.
- Support legislation that would provide local public agencies with financial resources to prepare for, and mitigate the impacts from, planned power outage events.
- Support efforts to align wildfire-related liability with fault, safeguarding public utility customers against exorbitant rate increases when their utility acts prudently.
- Support efforts to expand energy generation and transmission infrastructure that will help the City meet the pace of decarbonization goals.
- Support legislation and efforts to enhance funding for clean energy, energy storage, and transmission development.
- Support policies that recognize energy affordability and provide financial incentives or assistance to residents and businesses.
- Support legislation or regulatory efforts that would allow Tier 4 diesel generators or better to run to help support the grid during peak demand periods.

- Monitor PG&E's rate-making and regulatory activities to ensure it meets its obligations and agreements and advocate for changes that would mitigate adverse impacts to SVP and other publicly owned utilities (POUs).
- Monitor the development of new market initiatives from state and regional grid operators which may result in new energy-related products and changes to electric grid operations. Staff will advocate for changes that would benefit or protect SVP ratepayers.
- Monitor and participate with federal, state and local governments and stakeholders in the development of new regulations and advocate for changes that enhance system reliability and mitigate operational and ratepayer impacts.
- Monitor and support transmission related activities focusing on enhancing the reliability and deliverability of clean energy resources and advocating for greater transparency and assurance that transmission access charges are allocated equitably between the various beneficiaries.
- Oppose legislation and efforts that limit the amount of time, or scope, of local review of energy-related developments within the City.



## **HOUSING**

### Overview

The lack of affordable housing in the State and region continues to have an increasingly profound impact on the City of Santa Clara. In January ~~2019~~2020, Santa Clara County conducted its biennial Point-in-Time Count and found that there were over ~~9,700~~10,028 individuals were living on the streets, in shelters, ~~or in transitional housing~~ across the county, reflecting a more than ~~2003~~% increase in the homeless population over a ~~two~~3-year period. During the same period, homelessness increased in the City of Santa Clara by 35%. As cities across the state struggle to address the growing affordable housing and homelessness crisis as housing prices continue to soar, housing continues to be a key legislative priority for the State Legislature and regional agencies.

### Guiding Principles

The City of Santa Clara's guiding principles for legislative advocacy include and are not limited to:

- Support the League of California Cities and National League of Cities positions on priority bills that benefit Santa Clara.
- Protect local revenue sources and prevent unfunded mandates.
- Protect and/or increase funding for specific programs and services.
- Protect and/or increase local government discretion.
- Advance approved policies such as the City's Statement of Values, the General Plan, or the Climate Action Plan.

### Legislative Advocacy Position

The City of Santa Clara is committed to being a leader at the local level in providing affordable housing, as well as making a fair share contribution to the overall need for housing production within Silicon Valley, and will continue to proactively take concrete steps to realize new housing production within the City. Santa Clara is also prepared to participate in broader regional efforts that are collaborative, recognize the unique characteristics of local jurisdictions, and provide opportunities for local representation.

The City is concerned about potential measures imposed at the State or regional level that reduce local control, recognizing that in some instances such measures can be necessary or helpful to advance common goals across multiple jurisdictions, but is also ~~aware~~recognizing that such efforts may have unintended consequences, limited effectiveness, or create inequities due to a lack of ~~accountability~~to consideration of localized circumstances.

In an effort to achieve these goals, the City will:

- Advocate for more state and federal resources (e.g., funding, more housing vouchers, legal authority, technical support, streamlining administrative processes) to address local housing needs.

- Support legislation that would establish additional ongoing funding streams for local affordable housing developments.
- Support legislation and efforts that provide increased access to resources to address the needs of the most vulnerable residents through street outreach and assessment, case management services, shelter, interim and transitional housing, supportive housing, extremely low-income affordable housing, and homelessness prevention services.
- Support legislation and efforts that provide resources for small to medium sized cities to plan and implement strategies that address the impacts of homelessness on public facilities and services.
- Support efforts to collaborate with the State, County, local jurisdictions, business sector, non-profit, and philanthropic partners to leverage available resources and bring in new funding streams to expand the reach of the supportive housing system.
- Support federal efforts to preserve and strengthen the low-income housing tax credit program and federal tax exemptions for private activity bonds.
- Support legislation preserving and expanding, federal tax exemptions for state and local taxes, including state and local property, sales, and income taxes, and maintaining federal tax exemptions for mortgage interest payments on primary residences.
- Support legislation that provides local jurisdictions with authority over land use decisions and fully incorporates the involvement of local community members and an understanding of the conditions unique to the community.
- Support efforts to streamline California Environmental Quality Act provisions to facilitate the production of affordable housing and reduce delays due to unmerited litigation.
- Support provisions to allow school districts to effectively mitigate the impacts of new development, including the ability to consider increasing the allowable school mitigation fee level.
- Support efforts to increase and index school mitigation fee rates to more realistically reflect current school facility costs.
- Support legislation that aims to increase homeownership, particularly for first-time buyers and workforce housing, through downpayment assistance, increasing the ability to borrow money, or through other forms of assistance.
- Oppose measures that reduce local control over land use and planning decisions and are punitive in nature towards local government.
- Oppose efforts to reduce federal funding for federal entitlement programs that are used to promote affordable housing, rehabilitate substandard housing, build new park facilities, provide neighborhood improvements, and fund public services.
- Monitor legislation related to the zoning and development of housing in Very High Fire Hazard Severity Zones.



## **HUMAN RESOURCES AND PUBLIC SECTOR EMPLOYMENT**

### Overview

The City of Santa Clara provides a myriad of services to the community, including **p**Police, **f**ire, **p**ublic **w**orks, **e**lectric **u**tility, **p**lanning, **p**arks and **r**ecreation, and **l**ibrary **s**ervices. The City employs over 1,100 part-time/seasonal and full-time employees that provide these and other services to the community. These services provide opportunities and careers for all types of interests, and the City should endeavor to leverage the rewards and benefits that come with working for the City.

### Guiding Principles

The City of Santa Clara's guiding principles for legislative advocacy include and are not limited to:

- Support the League of California Cities and National League of Cities positions on priority bills that benefit Santa Clara.
- Protect local revenue sources and prevent unfunded mandates.
- Protect and/or increase funding for specific programs and services.
- Protect and/or increase local government discretion.
- Advance approved policies such as the City's Statement of Values, the General Plan, or the Climate Action Plan.

### Legislative Advocacy Position

In order to ensure that the City can compete with other local municipalities, and the private sector, to attract, hire and retain a talented workforce, the City:

- Supports efforts to preserve local government's ability to manage its own employment issues, including, but not limited to, hiring, evaluating, disciplining, and negotiating collective bargaining agreements.
- Supports working with City bargaining units in finding solutions to address the service delivery needs of the community while being mindful of the City's revenue and expenditures, and recruitment and retention of the City's workforce.
- Supports efforts to increase the long-term financial stability of CalPERS.
- Supports federal and state efforts to create a more informed, engaged, and welcoming experience for immigrants.
- Supports comprehensive immigration reform which provides opportunities to achieve economic and educational success and contribute to our community.
- Supports and increase in work visas allowing employers to hire foreign workers that require advanced technical skills, as well as support programs that stimulate the economy through job creation and capital investment by foreign investors.
- Supports efforts that protect children, including undocumented children, with the continuation of the Deferred Action for Childhood Arrivals (DACA) Program and the Dream Act.



- Opposes new federal or state unfunded mandates that would increase the City's post-employment obligations.



## **PUBLIC SAFETY**

### Overview

As a city that is consistently named one of the safest cities in the country, Santa Clara is committed to promoting a living and working environment that allows for the best quality of life. The City believes that crime prevention and enforcement efforts are integral to creating and maintaining a safe environment for residents and visitors. At the same time, the City recognizes that crime prevention and enforcement efforts alone cannot foster community safety and wellness; education, intervention and prevention efforts on various public safety topics, such as gun violence, gang activity, alcohol and tobacco use, pedestrian, driver and bicycle safety, and driving under the influence, are equally important.

As the State and region continues to experience civil unrest and an unprecedented number of natural and man-made disasters, the City recognizes the importance of a comprehensive risk management approach to emergency preparedness.

### Guiding Principles

The City of Santa Clara's guiding principles for legislative advocacy include and are not limited to:

- Support the League of California Cities and National League of Cities positions on priority bills that benefit Santa Clara.
- Protect local revenue sources and prevent unfunded mandates.
- Protect and/or increase funding for specific programs and services.
- Protect and/or increase local government discretion.
- Advance approved policies such as the City's Statement of Values, the General Plan, or the Climate Action Plan.

### Legislative Advocacy Position

In order to maintain public health and safety, and promote the best quality of life, the City will:

- Support legislation that seeks to impose stricter gun violence laws and/or requires the safe storage of unattended firearms, including background checks and training requirements for gun sales.
- Support legislation that toughens penalties for chronic criminals.
- Support efforts to reduce the list of who can seek early parole and re-classify some theft crimes from misdemeanors to felonies by reforming Assembly Bill 109 (approved by the Legislature in 2011), Proposition 47 (approved by voters in 2014) and Proposition 57 (approved by voters in 2016).
- Support the expansion of the number of crimes where DNA is collected, a list that was limited when some crimes were reclassified from felonies to misdemeanors.
- Support legislation that preserves, or expands, funding levels for public safety programs, services, reimbursement of administrative costs associated with grant implementation, record keeping and reporting, and equipment, such as the Edward Byrne Memorial Justice Assistance Grants.

- Support legislation that addresses crime trends and attempts to curb illegal activity, including but not limited to, illegal street racing and sideshow activity, thefts from automobile burglaries, and organized retail thefts, all of which are growing trends in our region.
- Support efforts to test speed enforcement cameras and corresponding legislation to mitigate traffic-related injuries and deaths.
- Support efforts to fund the towing of abandoned vehicles, including unoccupied recreational vehicles (RVs).
- Support legislation that identifies new funding sources for fire and law enforcement agencies to promote public safety, wellness and employee training.
- Support legislation that recognizes the importance of a comprehensive risk management approach to emergency preparedness, fire prevention, fire suppression, and emergency medical services.
- Support legislation that provides funding for emergency preparedness, including community risk reduction strategies like community education programs (e.g., CERT, CPA), staff training, interagency cooperation, and enhanced equipment and technology.
- Support legislation that expands the implementation and testing of emergency alert systems.
- Support legislation that enhances public safety professionals' ability to respond to all types of emergencies and communicate within and across jurisdictions.
- Support measures that aim to return revenue generated from the enforcement of crimes back to the originating agency to sustain their efforts.
- Support the local regulation of Unmanned Aircraft Systems (UAVs), including the right to authorize use of UAVs by public safety agencies and the right to restrict or prohibit UAV use that interferes with, or poses a threat to, emergency operations or public safety.
- Support legislation that aims to assist individuals in crisis, including those who may be homeless, be the victim of human trafficking, domestic violence victims and survivors, and other vulnerable populations.
- Support legislation and efforts that recognizes the importance of developing a comprehensive preparedness strategy (e.g. mutual aid, unified command, interoperability, cyber disobedience, critical infrastructure, social media, etc.) to respond to civil unrest with input from emergency responders and allied stakeholders for local response.
- Support more training and funding for law enforcement, and non-law enforcement, response to individuals experiencing mental health and substance abuse issues, including de-escalation training.
- Support the inclusion of stipends, reimbursement and/or allocation associated with new legislation that increases data collection and reporting, particularly when there is a need for specialized software or equipment to do so.
- Oppose public safety legislation that imposes unfunded mandates on local agencies for new programs or increased service levels.



## **REGIONAL ISSUES AND COLLABORATION**

### Overview

While the City of Santa Clara is unique in many ways, it experiences many of the same issues ~~that as~~ other cities in the region. The City works closely with other jurisdictions to address a variety of issues that impact residents and businesses in the San Francisco Bay Area, such as affordable housing, transportation, water conservation, and airplane noise.

### Guiding Principles

The City follows the below guiding principles for all areas of legislative advocacy:

- Support the positions of the League of California Cities, and National League of Cities, on priority bills that benefit Santa Clara.
- Protect local revenue sources and prevent unfunded mandates.
- Protect and/or increase funding for specific programs and services that benefit the City of Santa Clara and its residents.
- Protect and/or increase local government discretion.
- Advance approved policies, such as the City's Statement of Values, the General Plan, and the Climate Action Plan.

### Legislative Advocacy Position

The City recognizes the importance of regional collaboration and, as such, the City:

- Contributes to, and supports the efforts of, regional organizations such as Santa Clara County Cities Association, ~~and~~ Silicon Valley Economic Development Alliance, ~~and the Santa Clara/Santa Cruz Airport Community Roundtable~~ to advance regional goals that benefit the San Francisco Bay Area/Silicon Valley.
- Supports federal and state legislation to provide funding for regional solutions to problems, such as housing, homelessness, emergency management and response, water supply and resiliency, and transportation.
- Continues to support regional efforts to work with local agencies and federal representatives to mitigate the effects of aircraft noise.
- Supports efforts to engage local public agencies and members of the community prior to any changes in flight paths, or airport operations that may impact surrounding areas.
- Supports regional water conservation efforts to work with local agencies, state and federal agencies to mitigate the effects of the ongoing emergency drought.
- Supports legislation that provides funding to assist with the mitigation of impacts from aircraft noise.
- Supports efforts to mitigate supply chain and workforce issues across energy, water, transportation, development and maintenance sectors.
- Monitors regional issues and new legislation to ensure that they benefit the region and its residents.



## **SUSTAINABILITY AND ENVIRONMENTAL PROTECTION**

### Overview

The City of Santa Clara is committed to creating a sustainable city for its residents and businesses. The City strives to conduct its operations in a way that is environmentally conscious and promotes sustainability. The City is dedicated to collaborating with regional stakeholders to improve the air quality, water quality, and overall environmental quality of life for the residents and businesses of the City.

### Guiding Principles

The City of Santa Clara's guiding principles for legislative advocacy include and are not limited to:

- Support the League of California Cities and National League of Cities positions on priority bills that benefit Santa Clara.
- Protect local revenue sources and prevent unfunded mandates.
- Protect and/or increase funding for specific programs and services.
- Protect and/or increase local government discretion.
- Advance approved policies such as the City's Statement of Values, the General Plan, or the Climate Action Plan.

### Legislative Advocacy Position

There continues to be a strong interest in sustainability and environmental issues at both the state and federal levels which will likely result in new legislation and regulatory changes that could significantly impact the City. Monitoring and advocacy efforts will be geared towards ensuring that emerging legislation and regulations align with the City's interests in providing sustainable services to its residents and businesses through the following:

- Support opportunities to further reform the California Environmental Quality Act process to match California's very ambitious and accelerated goals for-related to sustainability and environmental protection, including Greenhouse Gas emissions reductions while protecting local land use authority.
- Support energy goals and policies that remain technology agnostic and commercially available, and oppose policies that choose specific technologies or energy procurement mandates that can lead to increased customer costs while discouraging innovation.
- Support legislation that removes barriers to the electrification of buildings and transportation, as well as legislation that provides regulatory streamlining of reporting and other actions that preserve local decision-making authority.
- Support a comprehensive approach to climate policy that optimizes GHG reductions across multiple sectors (transportation, electricity, buildings, etc.).
- Support funding opportunities and other financial incentives that facilitate the installation of electric vehicle charging infrastructure at multi-family housing complexes, schools, and other publicly accessible spaces.

- Advocate for the flexibility to optimize the portfolio of GHG emissions reduction opportunities identified in the City's Climate Action Plan and includes, but not limited to, new renewable energy and storage procurement, water conservation and energy efficiency, smart grid solutions, increase waste diversion, sustainable land use, increase tree canopy, building decarbonization, transportation electrification among other actions in the portfolio.
- Support efforts to streamline permitting and construction of compost and other facilities that enable jurisdictions to comply with SB 1383 and efforts to broaden procurement requirements for local jurisdiction to comply with SB 1383.
- Support legislation and funding related to recycled water state, regional, and local efforts to reduce imported water supplies and supplant the use of potable water and preserve local groundwater supplies.
- Support legislation and regulatory efforts that aid the City's Pretreatment Program, Fats, Oils & Grease (FOG) Inspection Program, and Operations and Maintenance of the sanitary sewer collections system.
- Support urban runoff pollution regulations, water conservation and recycling, and pollution controls that benefit the City.
- Support legislation and regulatory efforts that enable the City to collect fees to support the storm drain collection system.
- Support legislation, regulations, and funding to strengthen forest management and fire prevention activities and improve emergency preparedness and response. These include, but are not limited to, the modernization of vegetation and forest management practices for wildfire prevention and carbon sequestration and biomass production for energy, forest thinning, and other activities to improve the health of forests damaged by infestation of bark beetles, plant pathogens, drought, or other hazards that exponentially increase wildfire dangers.
- Support California Energy Commission (CEC) and California Public Utilities Commission (CPUC) efforts to accelerate building and transportation decarbonization ~~in the~~ through 2022 Title 24 ~~Part~~ Part 6 (CalGreen) code with consideration of cost effectiveness studies.
- Support telework policies that reduce carbon emissions and traffic congestion.
- Support transitioning from diesel backup generators to battery-based or other environmentally sustainable backup generators technology as appropriate.
- Support legislation that provides residents and businesses with incentives for undertaking decarbonization activities, such as replacing aging heat pumps, hot water heaters, and appliances.
- Support efforts to expand energy generation and transmission infrastructure that will help the City meet the pace of decarbonization goals.
- Oppose federal or state efforts to permit additional oil drilling off the California coast to maintain consistency with the City's Climate Action Plan and efforts to reduce dependency on fossil fuels.
- Monitor energy related legislation including but not limited to that which impacts renewable energy, energy efficiency and conservation, resiliency, smart grid solutions, energy storage, demand response, distributed energy and building and transportation electrification.
- Monitor legislation that may have a regional and local impact on greenhouse gas (GHG) emissions and advocate for effective and equitable approaches to emissions reduction.

- Monitor legislation and water quality regulations related to contaminants of emerging concern and advocate for funding for treatment of these contaminants.
- Monitor Lead and Copper Rule Revision legislation and support funding to better protect communities from exposure to lead in drinking water.
- Monitor research and regulations on Per- and Poly-fluoroalkyl Substances (PFASs) and their impacts on the environment, and drinking water, ~~and firefighting foam~~, and advocate for funding for treatment of PFASs.
- Monitor legislation and regulatory efforts related to recycling and solid waste and advocate for legislation and regulations that enable mixed waste processing and composting to remain viable pathways for waste compliance.
- Monitor legislation and regulations related to the National Pollutant Discharge Elimination System and support efforts that are attainable and reflect local conditions and circumstances and oppose those that do not.
- Monitor legislation and regulations related to the San Jose/Santa Clara Regional Wastewater Facility (RWF), and support efforts related to the National Pollutant Discharge Elimination System. The RWF is regulated by the National Pollutant Discharge Elimination System permit under the Clean Water Act administered by San Francisco Bay Regional Water Quality Control Board. New regulations are focused on Contaminants of Emerging Concern, Toxicity, and Nutrient Reduction.
- Track the progress of the South Bay Salt Ponds Restoration Project and its proximity and potential impacts to the Regional Wastewater Facility, which Santa Clara jointly owns with the City of San Jose, and support regional planning and funding efforts.
- Track the progress of the South San Francisco Bay Shoreline Study and support associated regional resiliency planning and funding efforts to ensure that Santa Clara's infrastructure and community assets are considered and protected as the Bay Area plans and constructs resiliency projects.





## **TRANSPORTATION ISSUES**

### Overview

The City of Santa Clara believes that a robust transportation network, and related infrastructure, is a critical element to a successful and thriving community. The City works with the federal government, state government, and regional stakeholders to ensure that residents and businesses have access to traditional modes of transportation and promote alternative modes to alleviate traffic congestion and pollution. Additionally, it is important for the City's transportation network to continue to evolve to best serve the future needs of the community. To that end, local efforts are underway to promote and provide funding for alternative modes of transportation, such as updates to the City's Traffic Impact Fee program, the City's Multimodal Improvement Plan, Bicycle Master Plan Update 2018, Pedestrian Master Plan, and Creek Trail Network Expansion Master Plan. Additionally, City staff is working with other transportation agencies to support their significant regional projects, including BART Phase II (VTA), Caltrain Electrification and Caltrain Business Plan, and the High Speed Rail project.

### Guiding Principles

The City of Santa Clara's guiding principles for legislative advocacy include and are not limited to:

- Support the League of California Cities and National League of Cities positions on priority bills that benefit Santa Clara.
- Protect local revenue sources and prevent unfunded mandates.
- Protect and/or increase funding for specific programs and services.
- Protect and/or increase local government discretion.
- Advance approved policies such as the City's Statement of Values, the General Plan, or the Climate Action Plan.

### Legislative Advocacy Position

To ensure that the City and greater region are able to meet the current transportation needs of the community and plan for future needs, the City is advocating for the following-positions:

- Support legislative, regulatory, funding, and regional efforts to reduce the amount of traffic congestion on area freeways and County expressways and reduce vehicle miles traveled.
- Support legislation and efforts that provide funding for diverse transportation projects, such as local streets and roads improvements, shuttle programs, public transit, railroad crossing improvements, bicycle and pedestrian projects, intelligent transportation system improvements, corridor capacity improvements, and highway interchange improvements.
- Support efforts to ensure accountability and fairness during the implementation of regional transportation ballot measures.
- Support regional efforts that will alleviate traffic congestion and promote alternative modes of transportation that benefit Santa Clara residents and businesses and that support the City's commitment to environmental sustainability.
- Support efforts to integrate fare payments, schedules, transfers, and technology across multiple transit agencies to enhance regional transit service connectively.



- Monitor efforts to place regional transportation funding measures on the ballot for consideration by voters.
- Monitor legislation related to local operations and regulation of municipal roadways, shared mobility ~~permitting/operation~~uses in municipalities, and how municipalities study traffic congestion or vehicle miles traveled to measure transportation impacts of projects.
- Oppose efforts to reduce the City's representation on regional transportation planning agencies.
- Oppose efforts to reduce local government access to SB 1 local streets and roads funding.



## **WATER SUPPLY AND CONSERVATION**

### Overview

The City of Santa Clara operates ~~26~~<sup>19</sup> wells that tap the underground aquifers and make up about 62% of the City's potable water supply. The underground aquifers are replenished from local reservoirs by the Santa Clara Valley Water District (SCVWD) water recharge program. The remaining water is supplied by water imported from the SCVWD and the San Francisco Public Utilities Commission (SFPUC) through the Hetch-Hetchy Reservoir.

For certain approved non-potable uses, recycled water from the San Jose/Santa Clara Regional Wastewater Facility's South Bay Recycled Water (SBWR) facility is used. This highly treated water delivered through separate pipelines makes up about 19% of the water sales in the City. Recycled water offsets the use of potable sources in drought-prone California and is a reliable source for conservation of potable sources. The City continues to work closely with SBWR in order to increase recycled water supplies in order to meet existing demands within the City.

### Guiding Principles

The City of Santa Clara's guiding principles for legislative advocacy include and are not limited to:

- Support the League of California Cities and National League of Cities positions on priority bills that benefit Santa Clara.
- Protect local revenue sources and prevent unfunded mandates.
- Protect and/or increase funding for specific programs and services.
- Protect and/or increase local government discretion.
- Advance approved policies such as the City's Statement of Values, the General Plan, or the Climate Action Plan.

### Legislative Advocacy Position

In order to ensure that the City is able to maintain an affordable and reliable supply of quality water, the City maintains the following advocacy positions:

- Support and implement water conservation measures for businesses and residents including state regulatory efforts which build on ongoing efforts to "make water conservation a California way of life."
- Support California Municipal Utilities Association (CMUA) positions on legislation that benefit Santa Clara.
- Support State initiatives to fund water supply projects to improve water supply conditions including expediting permitting for recharge and other projects to mitigate the ongoing climate-driven emergency drought conditions.
- Support regional water conservation including potable and recycled water supply efforts in cooperation with agencies such as Santa Clara Valley Water District, City of San Jose, San Francisco Public Utilities Commission (SFPUC), and the Bay Area Water Supply and Conservation Agency.
- Support efforts to establish alternative funding sources for water infrastructure and improved water quality projects.

- Support state and regional efforts to delivery water to Santa Clara customers using clean energy and other environmentally sustainable practices.
- Support legislation and funding to protect the public health of ~~children-the community who might be exposed~~from the exposure to water quality contaminants including lead in drinking water at daycares, school facilities, residences, and commercial facilities.
- Support legislation with regional partners that allows purified recycled water to be added to the potable water supply through indirect and direct applications that improve local water resiliency for residents and businesses.
- Work with regional partners to maintain the reliability of the water supply and water sustainability to support current customers and to allow for expected growth in the near future and beyond.
- Monitor federal, state, and regional activity related to the Bay-Delta Plan. Support a comprehensive Bay-Delta watershed voluntary settlement agreement between stakeholders that includes SFPUC.
- Oppose legislative efforts to impose new taxes or fees on drinking water.



## Agenda Report

23-268

Agenda Date: 3/21/2023

### REPORT TO COUNCIL

#### SUBJECT

Accept the 2022 General Plan Annual Progress Report

#### COUNCIL PILLAR

Promote and Enhance Economic, Housing and Transportation Development

#### BACKGROUND

California State Law requires local jurisdictions, including Santa Clara, to maintain a General Plan to guide the orderly, long-term use of lands within the City through policies and General Plan Land Use designations. The General Plan communicates the City's long-term vision for future growth and land use and establishes a policy framework to govern decision-making concerning the physical development of the community. The seven major strategies of the General Plan, along with their implementing goals and policies, define and communicate the City's overarching vision for the community in relation to physical development patterns. The City's seven major General Plan strategies are:

1. Enhance the City's High Quality of Life
2. Preserve and Cultivate Neighborhoods
3. Promote Sustainability
4. Enhance City Identity
5. Support Focus Areas and Community Vitality
6. Maintain the City's Fiscal Health and Quality Services
7. Maximize Health and Safety Benefits

The General Plan further establishes multiple goals and policies to guide decision making to be consistent with the realization of these strategies.

The Housing Element is a required component of the General Plan and, per State law, must demonstrate the City's ability to support residential development capacity consistent with the City's Regional Housing Needs Allocation (RHNA).

The City is required to provide three annual reports to the State to demonstrate the City's progress toward implementation of its General Plan:

- General Plan Annual Progress Report (GP APR)
- General Plan Housing Element Annual Progress Report (Housing Element APR)
- Housing Successor Agency Annual Report regarding the Low and Moderate Income Housing Asset Fund (LMIHAF)

The GP APR and Housing Element APR respond to the obligations of the 5<sup>th</sup> cycle RHNA, which

ended on January 31, 2023. On January 31, 2023, the City Council adopted the Housing Element to address the 6<sup>th</sup> cycle RHNA requirements. Next year, by April 1, 2024, the City will begin reporting on the progress made to the 6<sup>th</sup> cycle RHNA requirements.

These reports are due on April 1<sup>st</sup> of each calendar year and the Housing Element APR and LMIHAF must be submitted to California Department of Housing and Community Development (HCD) using the forms and definitions adopted by HCD. These two documents must also be posted on the City's website.

Historically the City has submitted three reports to the State on an annual basis, in conformance with these requirements. Staff is preparing all three documents to submit to the State prior to April 1, 2023.

Beginning in 2020, the State further mandated that all cities, including Charter cities such as Santa Clara, and all 58 counties, submit the GP APR to their legislative body as well as to the Governor's Office of Planning and Research (OPR) (Government Code Section 65400). This report is being submitted to the City Council to fulfill this requirement.

## DISCUSSION

Annual Progress Reports (APRs) provide local legislative bodies with information regarding the implementation of the General Plan for their city or county. The Annual Progress Report is strictly a reporting document and does not create or modify any City of Santa Clara goals or policies found within the General Plan. APRs must be presented to the local legislative body for review and acceptance. Once approved, the General Plan APR must be filed with the Governor's OPR and the Housing Successor Agency Annual Report must be posted on the City's Website.

This report includes four attachments documenting the City's implementation of the General Plan over the last calendar year. In summary, as described in these documents, the City's General Plan is consistent with State law, and has been successful in creating market-rate housing, especially in the City's General Plan Focus Areas.

Attachment 1 is a fact sheet that includes relevant milestones for the General Plan, along with a short discussion of additions that need to be made to the General Plan in the coming years. A summary of the Housing Element APR, including housing production numbers for the year and Housing Element implementation actions, is included as Attachment 2. Over the course of the eight years of this Housing Element, the City produced 8,121 units of housing, including 1,189 units of affordable housing. The City exceeded the City's RHNA target for market-rate housing production by more than 5,000 units and was able to realize 48% of the City's RHNA target for affordable housing production. Throughout the Housing Element cycle, the State consistently found the City to be in conformance with State requirements.

The Housing Successor Annual Report regarding the LMIHAF has been prepared pursuant to California Health and Safety Code Section 34176.1(f). The report sets forth details of the City of Santa Clara Housing Successor activities in Fiscal Year 2021-2022 and is included for reference as Attachment 3.

A list of all General Plan Amendments filed since the adoption of the 2010-2035 General Plan is

included as Attachment 4. Four amendments were made to the General Plan in 2022, for the Patrick Henry Drive Specific Plan Area, the Freedom Circle Focus Area, the Climate Action Plan Update, and for 1601 Civic Center Drive, a land use change from Community Commercial to High Density Residential.

#### ENVIRONMENTAL REVIEW

The action being considered is simply to accept an annual report on the City's General Plan and as such 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 administrative activity that will not result in direct or indirect changes in the environment.

#### FISCAL IMPACT

This report has no fiscal impact in that it simply reports housing production for the prior calendar year and gives the Council a report on the status of the implementation and upkeep of the General Plan.

#### COORDINATION

This report has been 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) <<mailto:clerk@santaclaraca.gov>>.

#### RECOMMENDATION

Accept the General Plan Annual Progress Report as presented by staff.

Reviewed by: Andrew Crabtree, Director of Community Development

Approved by: Office of the City Manager

#### ATTACHMENTS

1. Santa Clara General Plan 2010-2035 Fact Sheet
2. 2022 Housing Element Annual Progress Report Summary Data
3. FY 2021-2022 Successor Agency Annual Report
4. Amendments to the General Plan, 2010-Present



## **General Plan 2010-2035 Fact Sheet**

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**Adoption Date of General Plan:** November 6, 2010

**Adoption Date of Housing Element:** January 31, 2023

Consistency with the Office of Planning and Research General Plan Guidelines: Consistent

### **General Plan Amendments adopted in 2022**

Patrick Henry Drive Specific Plan

Freedom Circle Focus Area

Climate Action Plan, including Climate Adaptation and Resilience Policies per State Law

1601 Civic Center Drive

**Priorities for land use decision making that have been established by the local legislative body (e.g., passage of moratoria or emergency ordinances):** Ordinance 2018, imposing a ban on all commercial cannabis activities, adopted May 12, 2020.

### **Advance Planning Activities initiated in 2022:**

- El Camino Real Specific Plan re-do
- Santa Clara Station area Plan

### **Ongoing Advance Planning Activities:**

- Downtown Precise Plan
- El Camino Specific Plan
- Santa Clara Station Area Plan
- Zoning Code Update

## 2022 Housing Element Annual Progress Report Summary Data

Jurisdiction	Santa Clara	
Reporting Year	2022	(Jan. 1 - Dec. 31)
Planning Period	5th Cycle	01/31/2015 - 01/31/2023

Building Permits Issued by Affordability Summary		
Income Level		Current Year
Very Low	Deed Restricted	161
	Non-Deed Restricted	24
Low	Deed Restricted	233
	Non-Deed Restricted	23
Moderate	Deed Restricted	64
	Non-Deed Restricted	24
Above Moderate		2326
Total Units		2855

Note: Units serving extremely low-income households are included in the very low-income permitted units totals

Units by Structure Type	Entitled	Permitted	Completed
SFA	0	0	0
SFD	11	16	9
2 to 4	0	0	0
5+	2244	2538	1300
ADU	76	76	46
MH	0	0	0
<b>Total</b>	<b>2331</b>	<b>2630</b>	<b>1355</b>

Housing Applications Summary	
Total Housing Applications Submitted:	104
Number of Proposed Units in All Applications Received:	1,822
Total Housing Units Approved:	146
Total Housing Units Disapproved:	0

Use of SB 35 Streamlining Provisions	
Number of Applications for Streamlining	0
Number of Streamlining Applications Approved	0
Total Developments Approved with Streamlining	0
Total Units Constructed with Streamlining	0

Units Constructed - SB 35 Streamlining Permits			
Income	Rental	Ownership	Total
Very Low	0	0	0
Low	0	0	0
Moderate	0	0	0
Above Moderate	0	0	0
Total	0	0	0

Cells in grey contain auto-calculation formulas





**City of  
Santa Clara**  
The Center of What's Possible

Prepared by Housing & Community Services Division  
1500 Warburton Avenue  
Santa Clara, CA 95050  
408-615-2490

# HOUSING SUCCESSOR ANNUAL REPORT

REGARDING THE LOW- AND MODERATE-INCOME HOUSING ASSET FUND  
FOR FISCAL YEAR 2021-22 PURSUANT TO  
CALIFORNIA HEALTH AND SAFETY CODE SECTION 34176.1(f)  
FOR THE CITY OF SANTA CLARA

Submission Date: March 31, 2023





# City of Santa Clara

The Center of What's Possible

## HOUSING SUCCESSOR ANNUAL REPORT REGARDING THE LOW- AND MODERATE-INCOME HOUSING ASSET FUND FOR FISCAL YEAR 2021-22 PURSUANT TO CALIFORNIA HEALTH AND SAFETY CODE SECTION 34176.1(f) FOR THE CITY OF SANTA CLARA

The Housing Successor Annual Report (Report) regarding the Low- and Moderate-Income Housing Asset Fund (LMIHAF) has been prepared pursuant to California Health and Safety Code Section 34176.1(f) and describes the current status of the LMIHAF as of June 30, 2022. The Report further provides certain details regarding the City of Santa Clara, as Housing Successor ("Housing Successor" or "City"), and its activities during Fiscal Year 2021-22 (Fiscal Year). The purpose of this Report is to provide the governing body of the Housing Successor, the Santa Clara City Council, an annual report on the housing assets and activities of the Housing Successor under Part 1.85, Division 24 of the California Health and Safety Code, in particular sections 34176 and 34176.1 (Dissolution Law).

The following Report is based upon information prepared by staff and information contained within the financial records of the Low- and Moderate-Income Housing Asset Fund 169 for Fiscal Year 2021-22. The Report conforms with and is organized into Sections I through XI, inclusive, pursuant to Section 34176.1(f) of the Dissolution Law:

- I. Amount Deposited into LMIHAF:** This section provides the total amount of funds deposited into the LMIHAF during the Fiscal Year. Any amounts deposited for items listed on the Recognized Obligation Payment Schedule (ROPS) must be distinguished from the other amounts deposited. This section also includes a reporting on the amount the Housing Successor received pursuant to Health and Safety Code Section 34191.4(b)(3)(A) for sponsoring community loan repayments.
- II. Ending Balance of LMIHAF:** This section provides a statement of the balance in the LMIHAF as of the close of the Fiscal Year. Any amounts deposited for items listed on the ROPS must be distinguished from the other amounts deposited.
- III. Description of Expenditures from LMIHAF:** This section provides a description of the expenditures made from the LMIHAF during the Fiscal Year. The expenditures are to be categorized.
- IV. Statutory Value Of Assets Owned By Housing Successor In LMIHAF:** Under the Dissolution Law, and for purposes of this Report, the "statutory value of real property" means the value of properties formerly held by the former redevelopment agency, as listed on the housing asset transfer schedule approved by the Department of Finance, as listed in such schedule under Section 34176(a)(2), the value of the properties transferred to the Housing Successor pursuant to Section 34181(f), and the purchase price of property(ies) purchased by the Housing Successor. Further, the value of loans and grants receivable is included in these reported assets held in the LMIHAF.
- V. Description of Transfers:** This section describes transfers, if any, to another housing successor agency made in previous Fiscal Year(s), including whether the funds are unencumbered and the status of projects, if any, for which the transferred LMIHAF will be used. The sole purpose of the transfers must be for the development of transit priority projects, permanent supportive housing, housing for agricultural employees or special needs housing.

- VI. Project Descriptions:** This section describes any project for which the Housing Successor receives or holds property tax revenue pursuant to the ROPS and the status of that project.
- VII. Status of Compliance with Section 34176.1:** This section provides a status update on compliance with Section 34176.1 (amending the dates to initiate activities consistent with development of affordable housing under Section 33334.16). For interests in real property acquired on or after February 1, 2012, this section provides a status update on the project.
- VIII. Description of Outstanding Obligations under Section 33413:** This section describes the outstanding inclusionary and replacement housing obligations, if any, under Section 33413 that remained outstanding prior to dissolution of the former redevelopment agency as of February 1, 2012, along with the Housing Successor's progress in meeting those prior obligations of the former redevelopment agency and how the Housing Successor plans to meet any unmet obligations.
- IX. Income Test:** This section provides the information required by Section 34176.1(a)(3)(B), or a description of expenditures by income restriction for five-year period, with the time period beginning January 1, 2014 and whether the statutory thresholds have been met. However, reporting of the Income Test was reported in 2019 and will be reported again in 2024.
- X. Senior Housing Test:** This section provides the percentage of units of deed-restricted rental housing restricted to seniors and assisted individually or jointly by the Housing Successor, its former redevelopment agency, and its host jurisdiction within the previous 10 years in relation to the aggregate number of units of deed-restricted rental housing assisted individually or jointly by the Housing Successor, its former redevelopment agency and its host jurisdiction within the same time period. For this Report the ten-year period is July 1, 2012- June 30, 2022.
- XI. Excess Surplus Test:** This section provides the amount of excess surplus in the LMIHAF, if any, the length of time that the Housing Successor has had excess surplus, and the Housing Successor's plan for eliminating the excess surplus.
- XII. Inventory of Assisted Homeownership Units:** An inventory of homeownership units assisted by the former redevelopment agency or the housing successor that are subject to covenants or restrictions or to an adopted program that protects the former redevelopment agency's investment of moneys from the Low and Moderate Income Housing Fund pursuant to subdivision (f) of Section 33334.3.

This Report is to be provided to the California Department of Housing and Community Development by April 1, 2023. In addition, this Report and the former redevelopment agency's pre-dissolution Implementation Plans are to be made available to the public on the City's website, [www.santaclaraca.gov](http://www.santaclaraca.gov).

**I. AMOUNT DEPOSITED INTO LMIHAF (INCLUSIVE OF DEPOSITS MADE PURSUANT TO SECTION 34191.4(B)(3)(A))**

Source	Amount
First Time Homebuyer Loan Repayment (Principal & Interest)	\$325,101
Housing Rehab Loans-NCIP (Principal & Interest)	\$0
AH Development Loans Repayment (Principal & Interest)	\$809,181
Use of Money & Assets (Interest, Rent, Misc. Other Revenue)	\$188,616
20% Set Aside on Sponsoring Community Loan Repayments Pursuant to Safety Code Section 34191.4(b)(3)(A)	-
Developer Fees	\$5,200,000
Land Sale Proceeds	\$
<b>Total from all sources deposited in Fiscal Year</b>	<b>\$6,522,898</b>

A total of \$6,522,898 was deposited into the LMIHAF during the Fiscal Year. Of the total funds deposited into the LMIHAF, a total of \$0 was held for items listed on the ROPS. The City did not receive any loan repayments under Section 34191.4(b)(3)(A) from the Successor Agency for funds borrowed from the City by the former redevelopment agency. Because no payments were made, no deposits were required to be made into the City's LMIHAF that were associated with sponsoring community loan repayments under Health and Safety Code Section 34191.4(b)(3)(A).

**II. ENDING BALANCE OF LMIHAF**

Balance of LMIHAF as of 6/30/22	
Subject	Balance
Previous balance + Current Deposits - Expenditures	\$8,218,747

At the close of the Fiscal Year, the ending balance in the LMIHAF was \$8,218,747 of which \$0 is held for items listed on the ROPS.

**III. DESCRIPTION OF EXPENDITURES FROM LMIHAF**

Subject	Amount
Monitoring & Administration	\$252,123
Homeless Prevention and Rapid Rehousing Services Expenditures	\$360,000
Housing Development Expenditures for pre-development expenses	\$11,700,000
<b>Total Expenditures</b>	<b>\$12,312,123</b>

The primary expenditures from the LMIHAF was for Housing Developments for the 2330 Monroe affordable housing project. The other expenditures from the LMIHAF were for the Homeless Prevention, Case Management services for the Tenant Based Rental Assistance (TBRA) program, and Rapid Rehousing Services and expenditures and administrative costs associated with monitoring the

portfolio's long-term affordability restrictions. The City entered into two separate agreements with program service providers totaling \$250,000 from LMIHAF funds. The TBRA program is administered by two service providers: Abode Services and Bill Wilson Center. The City allocated LMIHAF funds in the amount of \$70,000 to both Abode Services and Bill Wilson Center to provide case management services and general program administration services for the TBRA program. Federal Home Investment Partnerships Act (HOME) funds in the amount of \$1,759,591 were allocated for subsidies and deposits, and \$160,697 from City Affordable Housing funds were allocated to supplement the LMIHAF funds. The TBRA program provides housing and case management services to individual and families who are homeless or at risk of homelessness. The second agreement is with the County of Santa Clara to provide intensive case management and other supportive services for homeless individuals in order to obtain and maintain permanent housing. The agreement is for \$110,000 from LMIHAF funds.

The City Council approved two amendments to the Agreement for Services with HouseKeys Inc. for administration of the City's Affordable Rental Program to continue to strengthen the City's ability to administer and maintain its affordable rental program. The Amendment No. 1 was approved on August 18, 2020 and Amendment No. 2, approved on July 31, 2021 both had a total compensation with a not-to-exceed amount of \$166,000 (\$156,000 for program administration and an additional \$10,000 for special projects). The full amount of these agreements were funded by the LMIHAF funds.

#### IV. STATUTORY VALUE OF ASSETS OWNED BY HOUSING SUCCESSOR IN LMIHAF

Under the Dissolution Law and for purposes of this Report, the "statutory value of real property" means the value of properties formerly held by the former redevelopment agency as listed on the housing asset transfer schedule approved by the Department of Finance as listed in such schedule under Section 34176(a)(2), the value of the properties transferred to the Housing Successor pursuant to Section 34181(f), and the purchase price of property(ies) purchased by the Housing Successor. Further, the value of loans and grants receivable is included in these reported assets held in the LMIHAF.

The following provides the statutory value of assets owned by the Housing Successor.

<b>Asset Category - Loans</b>	<b># of Loans</b>	<b>Statutory Value</b>
First Time Home Buyers	24	\$ 1,004,971
Housing Rehab- NCIP	2	\$ 93,324
Development Loans	32	\$96,284,645
<b>Total Loan Balances</b>		<b>\$ 97,382,940</b>
<b>Asset Category - Land</b>		<b>Statutory Value</b>
<b>Land Held for Development</b>		
2330 Monroe St & San Tomas Expressway		\$ 5,400,270
3575 De La Cruz Boulevard		\$ 1,703,500
<b>Land Developed with Affordable Housing</b>		
Presidio El Camino Affordable Housing		\$ 2,694,997
Charities Housing		\$ 1,479,897
76 N Winchester Boulevard (formerly 90 N Winchester Blvd)		\$7,596*
<b>Total Land Balances</b>		<b>\$ 11,286,260</b>
<b>Total Statutory Value of Assets Owned by Housing Successor</b>		<b>\$ 108,669,200</b>

\*The affordable senior housing project land (APN 303-17-054) has a cost of \$7,596.

## V. DESCRIPTION OF TRANSFERS

The Housing Successor did not make any LMIHAF transfers to other Housing Successor(s) under Section 34176.1(c)(2) during the Fiscal Year.

No previous projects required LMIHAF transfers during the fiscal year.

## VI. PROJECT DESCRIPTIONS

This section describes any project for which the Housing Successor receives or holds property tax revenue pursuant to the ROPS and the status of that project.

The Housing Successor does not receive or hold property tax revenue pursuant to the ROPS.

## VII. STATUS OF COMPLIANCE WITH SECTION 34176.1

Section 34176.1 provides that the deadlines in Section 33334.16 do not apply to interests in real property acquired by the Housing Successor on or after February 1, 2012; however, this Report presents a status update on the project related to such real property.

With respect to interests in real property acquired by the former redevelopment agency prior to February 1, 2012, the time periods described in Section 33334.16 shall be deemed to have commenced on the date that the Department of Finance approved the property as a housing asset in the LMIHAF; thus, as to real property acquired by the former redevelopment agency now held by the Housing Successor in the LMIHAF, the Housing Successor must initiate activities consistent with the development of the real property for the purpose for which it was acquired within five years of the date the DOF approved such property as a housing asset.

The following provides a status update on the project(s) for property or properties that have been acquired by the Housing Successor using LMIHAF on or after February 1, 2012:

Address	Date of Transfer approval from DOF	Deadline to initiate activity	Current Status
2330 Monroe St & San Tomas Expressway	7/16/2013	7/16/2018	Executed DDA, Approved Entitlements, and Encumbered Funds (Closed April 2022)
3575 De La Cruz Boulevard	7/16/2013	7/16/2018	Awarded and Executed ENA (ENA Extended to June 2023)
90 N. Winchester Boulevard	7/16/2013	7/16/2018	Executed DDA, Approved Entitlements, and Encumbered Funds (Closed June 2021)

2330 Monroe Street:

On December 7, 2017, the Housing and Community Services Division held a Community Engagement Meeting at City Hall to discuss plans for the future development of the City-owned site at 2330 Monroe Street. The RFP was issued on March 2018 and on November 11, 2018, Santa Clara's City Council authorized the City Manager to execute an Exclusive Negotiation Agreement (ENA) with Freebird Development Company for the development of 2330 Monroe Street. On January 28, 2020, Santa Clara's City Council approved all land use entitlements for the project and adopted a resolution approving and authorizing the City Manager to negotiate and execute a Disposition and Development Agreement (DDA) with Freebird Development LLC and further authorizing the City Manager to



execute all other agreements (including a Ground Lease, Loan Agreements, Deeds of Trust, Promissory Notes, and Affordable Housing Agreement). Freebird Development Company applied for tax-exempt bonds and tax credits in December 2020 but was not awarded in that round. In December 2021, Freebird's application for tax-exempt bonds and tax credits was successful and the project closed financing in April 2022. The project is currently under construction.

#### 3575 De La Cruz Boulevard:

On January 29, 2018, the Housing and Community Services Division held a Community Engagement Meeting at the Northside Library to discuss plans for the future development of the City-owned site at 3575 De La Cruz Boulevard. The RFP was issued in June 2018 and on April 9, 2019, Santa Clara's City Council approved an Exclusive Negotiation Agreement (ENA) with Habitat for Humanity Company for the development of 3575 De La Cruz Boulevard. The ENA provided an initial negotiating period of 18 months, commencing on the date of the Agreement was fully executed, which could be extended for two additional periods of six months each by the City Manager upon presentation of a written request from the Developer together with a schedule of tasks to be accomplished during the additional period. Both six-month extensions were authorized by the City Manager. As allowed under the ENA, the City Manager granted two six-month extensions for the ENA on December 14, 2020 and the second on July 12, 2021. Since that time, three additional extensions were signed extending the ENA until June 30, 2023 to allow Habitat for Humanity additional time to prepare a Disposition and Development Agreement (DDA) for Council consideration.

#### 90 North Winchester Boulevard:

On February 27, 2015, the Housing Successor issued a Request for Proposals for 90 North Winchester Boulevard (referred to as the "BAREC Site") for the development of affordable senior housing. On January 29, 2019, Santa Clara's City Council approved all land use entitlements for the project and adopted a resolution approving and authorizing the City Manager to negotiate and execute a Disposition and Development Agreement (DDA) with Core Affordable Housing LLC for the development of the Agrihood Project located at 90 North Winchester Boulevard/ 1834 Worthington Circle and further authorizing the City Manager to execute all other agreements (including a Ground Lease, Loan Agreements, Deeds of Trust, Promissory Notes, and Affordable Housing Agreement). The Core Companies announced in September 2020 that the Agrihood Project has been awarded \$50,000,000 in tax-exempt bonds by the California Debt Limit Allocation Committee (CDLAC). The project closed financing in June 2021 and is expected to receive its certificate of occupancy in May 2023.

#### 2904 Corvin Drive:

On February 19, 2019, Santa Clara's City Council approved a loan agreement with Allied 2904 Corvin, LP for a loan of up to \$5,000,000 Housing Successor Funds to support the construction of a 100% affordable residential development at 2904 Corvin Drive. The project, Corvin Apartments, will contain 145 units consisting of 80 units for formerly chronically homeless residents with income levels at or below 30% of Area Median Income (AMI), 64 units for residents with income levels at or below 60% AMI, and 1 unrestricted two-bedroom manager's unit. The project started leasing up in June 2021 and was expected to reach full occupancy by February 2022, however the project did not reach full occupancy until the end of 2022.

## VIII. DESCRIPTION OF OUTSTANDING OBLIGATIONS PURSUANT TO SECTION 33413

**Replacement Housing:** According to the FY2009/10 - FY2015/16 Implementation Plan for the former redevelopment agency, no Section 33413(a) replacement housing obligations were transferred to the Housing Successor. The former redevelopment agency's Implementation Plans are posted on the City's website at [www.santaclaraca.gov](http://www.santaclaraca.gov)

There are no existing replacement housing obligations.

**Inclusionary/Production Housing:** According to the FY2009/10 - FY2015/16 Implementation Plan for

the former redevelopment agency, no Section 33413(b) inclusionary/production housing obligations were transferred to the Housing Successor. The former redevelopment agency's Implementation Plans are posted on the City's website at [www.santaclaraca.gov](http://www.santaclaraca.gov)

There are no existing inclusionary production obligations.

## IX. EXTREMELY-LOW INCOME TEST

Section 34176.1(a)(3)(B) requires that the Housing Successor must require at least 30% of the LMIHAF be expended for development of rental housing affordable to and occupied by households earning 30% or less of the AMI. If the Housing Successor fails to comply with the Extremely-Low Income requirement in any five-year report, then the Housing Successor must ensure that at least 50% of the funds remaining in the LMIHAF be expended in each fiscal year following the latest fiscal year following the report on households earning 30% or less of the AMI until the Housing Successor demonstrates compliance with the Extremely-Low Income requirement.

This information will be reported in 2024 and every five years thereafter.

## X. SENIOR HOUSING TEST

The Housing Successor is to calculate the percentage of units of deed-restricted rental housing restricted to seniors and assisted by the Housing Successor, the former redevelopment agency and/or the City within the previous 10 years in relation to the aggregate number of units of deed-restricted rental housing assisted by the Housing Successor, the former redevelopment agency and/or City within the same period. If this percentage exceeds 50%, then the Housing Successor cannot expend future funds in the LMIHAF to assist additional senior housing units until the Housing Successor or City assists and construction has commenced on a number of restricted rental units that is equal to 50% of the total amount of deed-restricted rental units.

The following provides the Housing Successor's Senior Housing Test for the 10-year period of 7/1/2012-6/30/2022. The aggregate number of units of deed-restricted rental housing restricted to seniors and assisted individually or jointly by the housing successor, its former redevelopment agency, and its host jurisdiction within the previous 10 years did not exceed 50 percent of the aggregate number of units of deed-restricted rental housing assisted individually or jointly by the housing successor, its former redevelopment agency, and its host jurisdiction within the same time period. Therefore, the restrictions under Section 34176.1(b) do not apply.

Senior Housing Test	10 Year Test
July 1, 2012 - June 30, 2022	
# of Assisted Senior Rental Units by Former RDA	47
# of Assisted Senior Rental Units by City	79
# of Assisted Senior Rental Units by Housing Successor	164
<b>Total # of Assisted Senior Rental Units</b>	<b>290</b>
# of Assisted Rental Units by Former RDA	47
# of Assisted Rental Units by City	424
# of Assisted Rental Units by Housing Successor	372
<b>Total # of Assisted Rental Units</b>	<b>843</b>
<b>Assisted Senior Housing Percentage</b>	<b>34.40%</b>

## XI. EXCESS SURPLUS TEST

Excess Surplus is defined in Section 34176.1(d) as an unencumbered amount in the LMIHAF account that exceeds the greater of one million dollars (\$1,000,000) or the aggregate amount deposited into the



account during the Housing Successor's preceding four Fiscal Years, whichever is greater. The Housing Successor created the LMIHAF account on February 1, 2012. The LMIHAF Balance on Deposit of \$13,893,463 less the encumbered amount of \$11,500,000 for two affordable housing developments, equals \$2,393,463. This amount is less than the sum of the annual deposits made in the preceding four fiscal years of \$6,923,463. As a result, the LMIHAF does not have an Excess Surplus. The City encumbered the funds in the previous reporting period and have fully disbursed \$11.5 million for two affordable housing projects as noted below.

<b>Annual Deposits</b>	<b>Amount Deposited</b>
FY 2017-18 LMIHAF Deposits	\$1,799,709
FY 2018-19 LMIHAF Deposits	\$2,227,849
FY 2019-20 LMIHAF Deposits	\$1,343,393
FY 2020-21 LMIHAF Deposits	\$1,552,257
<b>Aggregate Deposits for 4 preceding fiscal years</b>	<b>\$6,923,208</b>
<b>LMIHAF Balance on Deposit</b>	<b>\$13,893,463</b>
<b>Encumbered Funds</b>	<b>(\$11,500,000)</b>
<b>Unencumbered LMIHAF Balance on Deposit</b>	<b>\$2,393,463</b>
<b>Excess Surplus</b>	<b>\$0</b>

<b>Encumbered Funds for Affordable Developments (as of June 30, 2021)</b>	
Allied 2904 Corvin (3311 Kifer Road) – Fully Disbursed 12/19/2022	\$ 5,000,000
Freebird (2330 Monroe Street) – Fully Disbursed 4/11/2022	\$ 6,500,000
<b>Total</b>	<b>\$ 11,500,000</b>

## **XII. HOMEOWNERSHIP INVENTORY**

This section contains an inventory of homeownership units assisted by the former redevelopment agency or the housing successor that are subject to covenants or restrictions or to an adopted program that protects the former redevelopment agency's investment of moneys from the Low and Moderate Income Housing Fund pursuant to subdivision (f) of Section 33334.3.

There are a total 62 of assisted homeownership units being monitored by the housing successor. No units were lost from the portfolio during the fiscal year and no units have been lost from the portfolio since February 1, 2012. A total of 4 units have been removed from the housing successor's portfolio during the fiscal year because the homeowners have satisfied the terms of the recorded affordability covenants.

No funds were returned as part of a program that protects the former agency's investment of funds from the LMIHAF. The Housing Successor did receive \$325,101 of program income associated with the housing successor's homeownership portfolio.

The Housing Successor did not contract with any outside entity for the management of the housing successor's homeownership portfolio.

## **ACTIONS NEEDED**

This report must be submitted to the California Department of Housing and Community Development by April 1<sup>st</sup>. This report and the former redevelopment agency's Implementation Plans are posted on the City's website at [www.santaclaraca.gov](http://www.santaclaraca.gov)

City of Santa Clara

General Plan Amendment Applications

2010 to Present

3/3/2023

GPA #	Project	File Number	Description	Notes
#73	1410 El Camino Real - The Presidio	PLN2010-08180	GPA# 73 from Gateway Thoroughfare to High Density Residential (3,025 sq.ft. of commercial use and 40 residential units)	11.09.2010 - City Council Approved
#74	2875 Lakeside Drive	PLN2010-08051	GPA #74 - General Plan Text Amendment for lot coverage; (5-story, 107 room extended stay hotel with podium parking at grade and 4 floors above)	GPA was withdrawn
#75	5403 Stevens Creek Blvd	PLN2011-08988	GPA #75 - General Plan Amendment from Low Intensity Office R&D to High Intensity Office R&D (Two 6-story office buildings totaling 295,500 sq.ft. & one below and above grade parking structure w/ a total of 1,118 on-site parking spaces; demolish existing commercial building [I-Hop])	07.17.2012 - City Council Approved
#76	45 Buckingham Drive	PLN2013-09799	GPA #76 from Community Mixed Use to High Density Residential (Four-story, 222 unit multi-family residential development with wrap parking structure w/ 375 on-site parking spaces; demolish of existing commercial building)	03.18.2014 - City Council Approved
#77	2585 El Camino Real	PLN2013-09805	GPA#77 - General Plan Amendment from Community Mixed Use to High Density Residential (60 condominiums at 43 DU/AC)	08.27.2013 - City Council Approved
#78	2611 El Camino Real	PLN2013-09744	GPA #78 General Plan Amendment from Regional Mixed Use to High Density Residential (183 multi-family residential project; demolish commercial)	09.15.2013 - City Council Approved
#79	166 Saratoga Avenue	PLN2013-10111	GPA #79 - General Plan Amendment from Community Mixed Use to Medium Density Residential (33 townhomes)	12.09.2014 - City Council Approved
#80	2620-2800, 2423-2475 Augustine Drive	PLN2014-10256	GPA #80 - General Plan Amendment from High Intensity Office/R&D to Community Commercial [Retail Center] and Light Industrial to High Intensity Office/R&D [Office Phase II & III] (up to 1,243,300 s.f. of office space and up to 125,000 s.f. of retail space for a total (inclusive of Office Phase I) of up to 2,000,100 square feet of development)	06.10.2014 - City Council Approved
#81	1313 Franklin Street	PLN2014-10542	GPA #81 - General Plan Amendment from Community Mixed Use to Regional Mixed Use (44 residential condominium units and 14,500 s.f. retail)	01.13.2015 - City Council Approved
#82	1701 Lawrence Road	PLN2014-10320	GPA #82 - General Plan Amendment from Medium Density Residential to Low Density Residential (9-unit townhome project; demolish two commercial buildings and a single family residence)	04.07.2015 - City Council Approved
#83	5155 Stars & Stripes	PLN2014-10554	GPA #83 - General Plan Amendment from Parks/Open Space and Regional Commercial to Urban Center/Entertainment District (up to ~9.16M s.f. of office, retail, residential, hotel and entertainment facilities; new open space, parking, roadways, and infrastructure; demolish existing structures)	06.28.2016 - City Council Approved
#84	2505 Augustine Drive, 3333 Octavius Drive	PLN2014-10577	GPA #84 - General Plan Amendment for Santa Clara Square Office Phases II and III (Light Industrial to High Intensity Office/R&D) (6-8 story office buildings)	11.18.2014 - City Council Approved
#85	2780 El Camino Real	PLN2015-11360	General Plan Amendment #85 from Regional Mixed-Use to Density Residential (158 apartments; demolish bowling alley)	Withdrawn
#85	2780 El Camino Real	PLN2017-12669	General Plan Amendment #85 from Regional Mixed-Use to Medium Density Residential (58 townhomes; demolish bowling alley)	5/22/2018 - City Council Approval
#86	Lawrence Station Area Plan	PLN2014-10500	GPA #86 - General Plan Amendment for Lawrence Station Area Plan from Low Intensity Office/R&D to Medium, High, and Very High Density Residential (up to 3,500 residential units and up to 104k s.f. commercial, plus parkland, roads, and infrastructure)	11/29/2016 - City Council Approved
#87	1205 Coleman Avenue	PLN2016-12318	GPA #87 - General Plan Amendment for the Santa Clara Station Focus Area to allow residential development at 51 - 100 du/ac and commercial development at a minimum 0.20 FAR (up to 1,600 residential units and approximately 220k s.f. hotel/retail/restaurant)	7/9/2019 - City Council Approved

GPA #	Project	File Number	Description	Notes
#88	575 Benton Street	PLN2015-10980	GPA #88 - General Plan Amendment from Santa Clara Station High Density Residential and Santa Clara Station Low Density Residential to Santa Clara Station High Density Residential and to include a policy to allow limited neighborhood commercial uses within the Santa Clara Station Focus Area on a 5.8-acre site (318 apartments and approximately 22,000 s.f. commercial)	02/23/2016 - City Council Approved
#89	3905 Freedom Circle	PLN2017-12516	GPA #89 - General Plan Amendment from High Intensity Office/R&D to a Very High Density Residential to allow up to 1,100 residential units with 1,540 parking spaces, up to 2,000 square foot of commercial with 10 parking spaces and a 2-acre public park.	Pending - 3/31/2020 PCC (deemed incomplete)
#90	100 N. Winchester Boulevard	PLN2015-11231	GPA #90 - General Plan Amendment from Regional Commercial to High Density Residential (92 market rate senior units)	01/12/2016 - City Council Approved
#91	575 Benton Street	PLN2017-12489	GPA #91 - General Plan Amendment #88 from High Density Residential to Very High Density Residential (355 apartment units, and ~22,000 square feet of retail)	7/17/2018 - City Council Approved
#92	2600 - 2610 Augustine Drive, 3300 - 3380 Montgomery Drive, et. al.	PLN2015-10899	GPA #92 - General Plan Amendment from Light Industrial/Community Commercial to Regional Mixed Use, and Light Industrial to High Density Residential (1800 apartments, 40,000 s.f. retail, & associated improvements)	12/15/2015 - City Council Approved
#93	2500 El Camino Real, et. al.	PLN2016-11684	Mixed Use to Regional Mixed Use for the development of 332 market rate residential units and 66 senior residential units totaling	Pending - PC/CC after ECR SP Visioning
#94	Tasman East SP	PLN2016-12400	Light Industrial to Transit Neighborhood	11/13/2018 - City Council Approved
#95	El Camino Real SP	PLN2014-10776	GPA #95 - Up to 6,200 residential units beyond the 2,073 that were allocated under the 2010 General Plan and of which some of those residential units have been constructed in the project area. Additionally, the Preferred Land Use Alternative would reduce the commercial space which currently exists in the project area by 315,000 square feet.	Pending
#96	3005 Democracy Way	PLN2017-12924	High-Intensity Office/Research and Development (R&D) to a new designation allowing high-intensity mixed use development, including residential and office	Pending
#97	Patrick Henry Drive Plan	Patrick Henry Drive SP	The Specific Plan will analyze two scenarios: 1) Up to 12,000 net new residential units and 310,000 net new square feet of non-residential uses, including retail and education facilities. 2) The same as the (1) but would substitute office for high-density residential along the east edge of the Plan Area, amounting to an approximate total of 10,300 net new residential units, 785,000 net new square feet of office, and 310,000 net new square feet of other nonresidential uses.	Pending
#98	Freedom Circle Focus Area	Freedom Circle Focus Area	The Focus Area would allow, subject to a future planning study, 2,500 dwelling units beyond those anticipated in the Greystar General Plan Amendment (described below), and 2 million square feet of additional office space beyond that allowed under the current high-intensity office designation.	Pending
#99	Climate Action Plan	PLN2018-13646	Climate Action Plan Update	Pending
#100	Zoning Code Update		General Plan Text Amendment to remove the area limitation for manufacturing in the Low- and High-Intensity Office General Plan Designations, and to allow Medical Services in the High Intensity Office General Plan Designation	Pending
#101	1601 Civic Center Drive	PLN21-15206	General Plan Amendment from Community Commercial to High Density Residential	11/15/2022 - City Council Approved



## Agenda Report

23-415

Agenda Date: 3/21/2023

### REPORT TO COUNCIL

#### SUBJECT

Action on the Appointment of Councilmember Karen Hardy to the Bay Area Water Supply and Conservation Agency (BAWSCA) and the San Francisco Bay Area Regional Water System Financing Authority (RFA)

#### BACKGROUND

Bay Area Water Supply and Conservation Agency (BAWSCA) is a special district that provides regional water supply planning, resource development, and conservation program services for 26 cities, water districts, and private utilities in the Counties of Santa Clara, San Mateo, and Alameda. BAWSCA's member agencies purchase water wholesale from the San Francisco regional water system and provide water service to 1.8 million residents and over 40,000 commercial, industrial, and institutional accounts.

The San Francisco Bay Area Regional Water System Financing Authority (RFA) is a regional organization that raises money to fund capital improvements to the San Francisco regional water system and to protect the health, safety and economic wellbeing of the residents, businesses, and community organizations that depend on the system.

#### DISCUSSION

At the January 31, 2023 Council meeting, Mayor Lisa Gillmor recommended the appointment of Councilmember Karen Hardy to serve the calendar year of 2023 for the Board of Directors for BAWSCA and RFA. The Council voted to approve the appointment for the calendar year.

The current four-year term of Councilmember Karen Hardy on the Board of Directors of the Bay Area Water Supply & Conservation Agency (BAWSCA) will end on June 30, 2023, as will her term on the Bay Area Regional Water System Financing Authority (RFA).

The enabling acts for both special districts allow the city to reappoint its director for an unlimited number of terms or to appoint a new director at the end of each term. The appointment will be for a four-year term. While BAWSCA and RFA are special districts, they are not a Joint Powers Authority (JPA); therefore, the term and duty is independent of the appointee's home agency. The appointment will be for a four-year term beginning July 1, 2023 and ending on June 30, 2027. Per the attached letter from BAWSCA (Attachment 1), the appointee must be a resident of, and a registered voter in, the City of Santa Clara and may, but need not, be a member of the City Council.

Councilmember Hardy's elected term for Councilmember is expected to end in December 2026, she could continue to serve in the BAWSCA appointment as a resident of Santa Clara. The Council may revisit this prior to her term end and consider options to appoint another representative under the BAWSCA appointment criteria.

Councilmember Hardy is well positioned to support and represent Santa Clara on water related issues by holding the current positions of Commission Chair on the Santa Clara Valley Water Commission, Member of the San Jose/Santa Clara Treatment Plant Advisory Committee (TPAC), Member on the Joint Recycled Water Policy Advisory Committee, and Director on both the BAWSCA and RFA Board of Directors.

It is recommended that the Council appoint Councilmember Hardy to the BAWSCA Board and the RFA Board effective July 1, 2023, so that a quorum of both boards can be ensured.

#### 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

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

#### COORDINATION

This report has been coordinated with the Mayor and Council Office and Water & Sewer Utilities.

#### 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) <<mailto:clerk@santaclaraca.gov>> or at the public information desk at any City of Santa Clara public library.

#### RECOMMENDATION

Appoint Councilmember Karen Hardy to serve as representative on the Bay Area Water Supply and Conservation Agency (BAWSCA) and the San Francisco Bay Area Regional Water System Financing Authority (RFA) for a term beginning July 1, 2023 ending on June 30, 2027.

Reviewed by: Maria Le, Assistant to the City Manager, Mayor and Council Offices

Approved by: Office of the City Manager

#### ATTACHMENTS

1. January 26, 2023 Letter from BAWSCA



January 26, 2023

The Hon. Lisa Gilmor, Mayor  
City of Santa Clara  
1500 Warburton Ave.  
Santa Clara, CA 95050

**Subject: Appointment of a Director to the Boards of the Bay Area Water Supply & Conservation Agency and the Bay Area Regional Water System Financing Authority**

Dear Mayor Gilmor,

The four-year term of Karen Hardy on the board of directors of the Bay Area Water Supply & Conservation Agency (BAWSCA) will end on June 30, 2023, as will her term on the Bay Area Regional Water System Financing Authority (RFA). Action by your Council must be taken promptly.

The enabling acts for both special districts allow the city to reappoint its director for an unlimited number of terms or to appoint a new director at the end of each term. The appointment will be for a four-year term. While BAWSCA and RFA are special districts, they are not a Joint Powers Authority (JPA); therefore, the term and duty is independent of the appointee's home agency. Hence, whoever is appointed will have a term that ends on June 30, 2027.

The enabling acts for both special districts require that a vacancy on their boards be filled no later than 90 days from the date the vacancy occurs. However, we encourage your city to make the appointments before June 30, effective July 1, 2023, so that a quorum of both boards can be ensured.

**Statutory qualifications:**

- The appointee must be a resident of, and a registered voter in, the City.
- The appointee may, but need not, be a member of your City Council.

**Mechanics of the appointment process:**

- The appointments must be made at a public meeting of the City Council and be properly agendized.
- The appointments must be made by action of the full City Council, rather than by unilateral action of the Mayor.
- The appointments do not need to be memorialized in a resolution; a motion duly passed and recorded in the minutes of the meeting is sufficient.



- A copy of the record of the council actions making the appointment should be sent to BAWSCA. The oaths of office must be administered prior to the appointee's first meeting as a director on the BAWSCA and RFA Boards.

The two questions most frequently asked about an appointment are:

- Should the appointee be an elected member of the appointing agency's governing board?
- Should the same person be appointed to the boards of both agencies?

Both of these are matters of policy left entirely to the discretion of your council. I offer the following observations, based on BAWSCA's experience.

- The great majority of cities and districts which are participants in BAWSCA and the RFA do select a member of their governing body to serve on the BAWSCA and RFA boards.

One advantage of appointing a currently serving or former elected member of your council to the board is the stature that his or her presence gives BAWSCA in its dealings with San Francisco, regulatory agencies and legislators. Another is the familiarity and experience the appointee already has in addressing policy matters for the City. The governing body of each individual agency is, of course, in the best position to evaluate these, and other relevant considerations.

- With no exceptions, cities and districts have appointed the same individual to both the BAWSCA and RFA boards.

Appointing one person on both boards offers an advantage because, although the two special districts have distinct roles, they are closely related. The familiarity with the issues gained through service on one board will be useful in participating on the other. Additionally, having the same person appointed to both boards assure greater continuity.

Please see that your council places this matter on an agenda for action by the end of June 30, 2023. I may be reached at (650) 349-3000 or [nsandkulla@bawasca.org](mailto:nsandkulla@bawasca.org) if you have any questions.

Sincerely,



Nicole Sandkulla  
Chief Executive Officer/General Manager

cc via email:

Karen Hardy, BAWSCA Board Member  
Gary Welling, BAWSCA Water Management Representative  
Shilpa Mehta, BAWSCA Water Management Representative



## Agenda Report

23-416

Agenda Date: 3/21/2023

### REPORT TO COUNCIL

#### SUBJECT

Action to Waive Second Reading and Adopt Ordinance No. 2057 Authorizing the City, pursuant to Section 714.1. of the Santa Clara City Charter, to Begin Work at Ulistac Natural Area

#### BACKGROUND

At the March 7, 2023 Council meeting, proposed Ordinance No. 2057 was passed for the purpose of publication. Pursuant to City Charter Sections 808 and 812, a summary of proposed Ordinance No. 2057 was published to the Santa Clara Weekly on March 15, 2023, and copies were posted in three public places.

#### DISCUSSION

The Ulistac Natural Area ("Park"), located at 4901 Lick Mill Boulevard, is 40 acres of parkland that was dedicated on March 22, 2000 to showcase seven distinctive natural habitats. The City's Open Space Park Master Plan for Ulistac calls for the removal of non-native and invasive species and the restoration of habitat with appropriate, drought tolerant native species. Santa Clara City Charter Section 714.1 prohibits substantial building, construction, reconstruction, or development of parks and recreation facilities except pursuant to ordinance subject to referendum. The proposed ordinance would authorize the City, pursuant to Section 714.1. of the Santa Clara City Charter, to begin the work of removing non-native species and restoring the habitat on the Park.

#### ENVIRONMENTAL REVIEW

The action being considered is categorically exempt from the California Environmental Quality Act ("CEQA") pursuant to the following sections of the CEQA Guidelines:

Section 15304 (Class 4 - Minor Alterations to Land), and 15304(b) (Class 4(b) - replacement of existing landscaping with water efficient landscaping), in that the project would make minor alterations in the condition of land, water and/or vegetation which do not involve the removal of healthy, mature scenic trees, and would include the replacement of existing conventional landscaping with water efficient landscaping. The project proposal (Attachment 3) would remove the unhealthy eucalyptus trees and other trees that have structural issues and present safety concerns and replace them with drought-tolerant and native species.

Section 15269(c), actions taken to prevent or mitigate an emergency. Several of the trees onsite are in a compromised structural condition, and numerous limbs have fallen from those trees adjacent to Park pathways. The immediate removal of the trees is necessary for public health, safety, and welfare.

#### FISCAL IMPACT



The maintenance and operations activities at Ulistac Natural Area are currently budgeted in the Parks & Recreation Department's Operating Budget and are augmented by volunteer efforts of the non-profit organization UNAREP. A grant award in the amount of \$100,000 requires a 25% match of \$25,000 from financial and/or volunteer sources. The City will work with UNAREP to provide a volunteer labor match valued at approximately \$12,000 (338 hours x \$35.56) and cover the remaining \$13,000 in the Parks & Recreation Department's Operating Budget to satisfy the required grant match. If awarded, the grant amount of \$100,000 will be appropriated in the Parks & Recreation Capital Improvement Project Fund.

#### COORDINATION

This report has been coordinated with the City Attorney's Office and the City Manager's Office.

#### PUBLIC CONTACT

A summary of proposed Ordinance No. 2057 was published to the Santa Clara Weekly on March 15, 2023, 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](mailto:clerk@santaclaraca.gov) <<mailto:clerk@santaclaraca.gov>> or at the public information desk at any City of Santa Clara public library.

#### RECOMMENDATION

Waive Second Reading and Adopt Ordinance No. 2057 authorizing the City, pursuant to Section 714.1. of the Santa Clara City Charter, to begin the work of removing non-native species and restoring the habitat at Ulistac National Area.

Reviewed by: Elizabeth Klotz, Assistant City Attorney

Approved by: Office of the City Manager

#### ATTACHMENTS

1. Ordinance No. 2057 (Intro)

## ORDINANCE NO. 2057

### AN ORDINANCE OF THE CITY OF SANTA CLARA, CALIFORNIA, APPROVING ULISTAC NATURAL AREA GRANT PROJECT TO REMOVE INVASIVE PLANTS AND PLANT NATIVES SPECIES IN ACCORDANCE WITH CITY CHARTER SECTION 714.1

#### BE IT ORDAINED BY THE CITY OF SANTA CLARA AS FOLLOWS:

**WHEREAS**, the Ulistac Natural Area ("Park"), located at 4901 Lick Mill Blvd. is 40 acres of parkland (APNs: 097-05-002, 097-05-100, 097-05-106, 097-83-002) and was dedicated on March 22, 2000 to showcase seven distinctive natural habitats;

**WHEREAS**, the original Open Space Park Master Plan for Ulistac calls for the removal of non-native and invasive species and the restoration of habitat with appropriate, drought tolerant native species, through continued City & volunteer efforts to this day;

**WHEREAS**, the City is eligible for the Valley Water's Safe, Clean Water Program Grant for Invasive Plant Removal and Habitat Restoration at Ulistac Natural Area (Project);

**WHEREAS**, the Project will include renovation and improvements to existing park amenities such as the removal of non-native and invasive species and the restoration of habitat with appropriate, drought tolerant native species;

**WHEREAS**, the voters of the City of Santa Clara passed Measure R in 2016, which added section 714.1 to the City Charter, which prohibits substantial building, construction, reconstruction, or development of parks and recreation facilities except pursuant to ordinance subject to referendum;

**WHEREAS**, the Park Project improvements constitutes as substantial building, construction, reconstruction and/or development, and is subject to Measure R; and,

//

**WHEREAS**, the City Council desires to approve the Park Project improvements by ordinance in accordance with City Charter section 714.1.

**NOW THEREFORE, BE IT FURTHER ORDAINED BY THE CITY OF SANTA CLARA AS FOLLOWS:**

**SECTION 1:** That the City Council hereby approves the building, construction, reconstruction and/or development in accordance with the Open Space Park Master Plan for Ulistac Natural Area, attached hereto and incorporated by this reference, and in accordance with City Charter section 714.1.

**SECTION 2: 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 1:** That the City Council hereby approves the building, construction, reconstruction and/or development in accordance with the Open Space Park Master Plan for Ulistac Natural Area, attached hereto and incorporated by this reference, and in accordance with City Charter section 714.1.

**SECTION 2: 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 3:** This Ordinance shall not be codified in the Santa Clara City Code.

**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 7<sup>TH</sup> day of March, 2023, 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

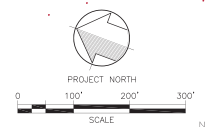
Attachment incorporated by reference:

1. Open Space Park Master Plan - Ulistac Natural Area

# ULISTAC RESTORATION FUTURE DEVELOPMENT CONCEPTUAL PLAN

UPDATED BY DILLINGHAM ASSOCIATES  
MARCH 4, 2016

- ENTRY ACCESS IMPROVEMENT
- RIPARIAN HABITAT & BUFFER ZONE RESTORATION
- HABITAT ENHANCEMENT
- FUTURE COASTAL SCRUB HABITAT RESTORATION
- ▲ FUTURE EDUCATION SIGNAGE
- VEGETATION MONITORING AND MANAGEMENT
- ★ FUTURE RESTROOM /STORAGE & EDUCATION FACILITIES



NOT FOR CONSTRUCTION





## Agenda Report

23-420

Agenda Date: 3/21/2023

### REPORT TO COUNCIL

#### SUBJECT

Action to Waive Second Reading and Adopt Ordinance No. 2058 Amending Sections 17.30.040 ("Supplies, Goods and Equipment"), 17.30.080 ("Best Value Selection Procedures"), 17.30.090 (Formal Bidding Procedure), 17.30.120 ("Service Contracts - Signature Authority"), and 17.30.130 ("Public Works") of Title 17 ("Development") of "The Code of the City of Santa Clara, California" to Provide the Executive Director of the Stadium Authority With Signature Authority to Execute For Contracts Up To \$100,000 in Allocated Value

#### BACKGROUND

At the March 7, 2023 Council meeting, proposed Ordinance No. 2058 was passed for the purpose of publication. Pursuant to City Charter Sections 808 and 812, a summary of proposed Ordinance No. 2058 was published to the Santa Clara Weekly on March 15, 2023, and copies were posted in three public places.

The August 31, 2022 Settlement Agreement and Mutual Release between the Santa Clara Stadium Authority, Forty Niners SC Stadium Company LLC (StadCo), and Stadium Manager provides that Stadium Authority and City staff will recommend for City Council consideration an Ordinance to reinstate the Executive Director's signature authority to execute contracts that are no greater than \$100,000 in value to the Stadium Authority. The Ordinance that is being adopted is intended to comply with Section 5 of the Settlement Agreement.

#### DISCUSSION

The proposed amendments to Sections 17.30.040 ("Supplies, Goods and Equipment"), 17.30.080 ("Best Value Selection Procedures"), 17.30.090 (Formal Bidding Procedure), 17.30.120 ("Service Contracts - Signature Authority"), and 17.30.130 ("Public Works") will 1) remove language that requires Board approval for contracts in any amount, and 2) provide the Executive Director with signature authority to execute contracts for services and public works and to acquire supplies, goods and equipment in an amount up to and including \$100,000 as allocated and authorized by the Stadium Authority by adoption of the annual budget. These changes have been coordinated with the Stadium Manager's Director of Procurement.

Staff has also discussed updating other sections/provisions within Chapter 17.30 with the Stadium Manager's Director of Procurement to better align the Stadium Authority Procurement Policy with public procurement best practices similar to those in the City's purchasing code and address existing gaps within the policy (e.g., no competitive process required for services, definition of public works does not comply with City Charter and State requirements, etc.). The Stadium Manager's Director of Procurement has indicated willingness to work collaboratively with staff in the upcoming months on these updates and provided written confirmation that the Stadium Manager will continue to follow

applicable purchasing requirements under SCCC Chapter 2.105 as a best practice, including the bidding thresholds and procurement methods set forth in SCCC 21.105.140, and continue their practice of conducting public works construction/projects as set forth in the City's Charter Section 1310 as a best practice until a subsequent ordinance that incorporates public procurement best practices is adopted at a later date.

#### 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 may provide some staff cost savings since staff will no longer have to review and coordinate requests or prepare agenda reports for Board approval for agreements that have an amount up to and including \$100,000 as allocated and authorized by the Stadium Authority by adoption of the annual budget.

#### COORDINATION

This report has been coordinated with the Treasurer's and Stadium Authority Counsel's Offices.

#### PUBLIC CONTACT

A summary of proposed Ordinance No. 2058 was published to the Santa Clara Weekly on March 15, 2023, 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](mailto:clerk@santaclaraca.gov) <<mailto:clerk@santaclaraca.gov>> or at the public information desk at any City of Santa Clara public library.

#### RECOMMENDATION

Waive Second Reading and Adopt Ordinance No. 2058 Amending Sections 17.30.040 ("Supplies, Goods and Equipment"), 17.30.080 ("Best Value Selection Procedures"), 17.30.090 (Formal Bidding Procedure), 17.30.120 ("Service Contracts - Signature Authority"), and 17.30.130 ("Public Works") of Title 17 ("Development") of "The Code of the City of Santa Clara, California" to Provide the Executive Director of the Stadium Authority With Signature Authority to Execute For Contracts Up To \$100,000 in Allocated Value

Reviewed by: Sujata Reuter, Stadium Authority Counsel's Office

Approved by: Stadium Authority Executive Director's Office

#### ATTACHMENTS

1. Ordinance No. 2058 (Intro)

**ORDINANCE NO. 2058**

**AN ORDINANCE OF THE CITY OF SANTA CLARA, CALIFORNIA, AMENDING SECTIONS 17.30.040 (SUPPLIES, GOODS AND EQUIPMENT), 17.30.080 (BEST VALUE SELECTION PROCEDURES), 17.30.090 (FORMAL BIDDING PROCEDURE), 17.30.120 (SERVICE CONTRACTS – SIGNATURE AUTHORITY), and 17.30.130 (PUBLIC WORKS) OF TITLE 17 (DEVELOPMENT) OF “THE CODE OF THE CITY OF SANTA CLARA, CALIFORNIA” TO PROVIDE THE EXECUTIVE DIRECTOR OF SANTA CLARA STADIUM AUTHORITY WITH DELEGATED AUTHORITY TO EXECUTE CONTRACTS UP TO AND INCLUDING \$100,000 AS ALLOCATED TO AND AUTHORIZED BY THE STADIUM AUTHORITY BY ADOPTION OF THE ANNUAL BUDGET FOR SUPPLIES, GOODS, EQUIPMENT, SERVICES, AND PUBLIC WORKS**

**BE IT ORDAINED BY THE CITY OF SANTA CLARA AS FOLLOWS:**

**WHEREAS**, Chapter 17.30 (Stadium Authority Procurement Policy) provides the formalized policies and procedures with respect to procurement for the Santa Clara Stadium Authority (Stadium Authority);

**WHEREAS**, on October 8, 2019, the City Council approved Ordinance No. 2005 amending the Stadium Authority Procurement Policy, which rescinded delegation to the Executive Director to enter into agreements without prior Stadium Authority Board approval;

**WHEREAS**, the Forty Niners Stadium Management Company LLC (Stadium Manager) has the authority to execute contracts on behalf of the Stadium Authority only insofar as the Executive Director has such authority as described in Section 2 of the First Amendment to the Stadium Management Agreement between the Stadium Authority, Stadium Manager, and Forty Niners SC Stadium Company, LLC;

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**WHEREAS**, as of the effective date of Ordinance No. 2005, November 8, 2019, all Stadium Authority agreements for services, supplies, materials, and equipment require the approval of the Stadium Authority Board; and,

**WHEREAS**, the August 31, 2022 Settlement Agreement and Mutual Release between the Santa Clara Stadium Authority, Forty Niners SC Stadium Company, LLC, and Stadium Manager provides that Stadium Authority and City staff will recommend for City Council consideration an Ordinance to reinstate the Executive Director's signature authority to execute contracts that are no greater than \$100,000 in value to the Stadium Authority; and,

**WHEREAS**, Stadium Authority and City staff and the Stadium Manager have worked collaboratively to propose changes to the Stadium Authority Procurement Policy as reflected in this Ordinance, that is intended to comply with Section 5 of the Settlement Agreement and Mutual Release.

**NOW THEREFORE, BE IT FURTHER ORDAINED BY THE CITY OF SANTA CLARA AS FOLLOWS:**

**SECTION 1:** That Section 17.30.040 (entitled "Supplies, Goods and Equipment"), of Chapter 17.30 (entitled "Stadium Authority Procurement Policy") of Title 17 (entitled "Development") of "The Code of the City of Santa Clara, California" ("SCCC") is amended to read as follows:

**"17.30.040 Supplies, goods and equipment.**

(a) The procurement policies apply to all purchases or contracts for supplies, goods, materials, and equipment by and on behalf of the Stadium Authority. Purchases of supplies, materials, and equipment by bid procedures shall be pursuant to SCCC 17.30.050 through 17.30.110.

(b) The Executive Director is authorized to execute a contract to acquire supplies, materials, and equipment on behalf of the Stadium Authority in an amount up to and including one hundred thousand dollars (\$100,000.00) as allocated to and authorized by the Stadium Authority by adoption of the annual budget. A contract or agreement amount with an allocated value above this dollar limit requires approval by the Stadium Authority Board.”

**SECTION 2:** That Section 17.30.080 (entitled “Best Value Selection Procedures”), of Chapter 17.30 (entitled “Stadium Authority Procurement Policy”) of Title 17 (entitled “Development”) of “The Code of the City of Santa Clara, California” (“SCCC”) is amended to read as follows:

**“17.30.080 Best value selection procedures.**

Except as otherwise provided, purchases and contracts for supplies, materials, or equipment of estimated value in the amount of two hundred fifty thousand dollars (\$250,000.00) or more, but less than one million dollars (\$1,000,000.00), may be made by the Executive Director, in the open market as follows:

(a) Minimum Number of Bids. Open market purchases shall be based on at least three bids unless the Executive Director determines that obtaining three bids is not feasible as a result of the lack of firms qualified to provide the required materials and supplies.

(b) Request for Bids. The Executive Director, in his or her discretion, may solicit bids by telephone request, written request to prospective vendors by mail, including electronic mail, and/or by notice posted on a public bulletin board in or near the office of the Stadium Authority.

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(c) The Request for Bid. The request for bid made subject to this section shall describe the supplies, materials, or equipment desired in specific terms and how to obtain more detailed information, and shall state the time and place for submission and opening of bids; provided, however, the bid specifications shall ensure that more than one vendor could meet the bid requirements.

(d) Submission of Bids. Bids may be submitted to the Executive Director in writing or verbally. The award of the contract by the Executive Director shall be on the basis of best value. The Executive Director may reject any and all bids. The Executive Director shall keep a record of all open market orders and bids for a period of one year after the submission of bids or the placing of orders. Such record, while so kept, shall be open to public inspection.

(e) Evaluation of Bids. In the evaluation of bids under this section, the Executive Director may consider any of the following illustrative evaluation factors in determining the best value bid, but will take all necessary measures to ensure that the contracts are awarded fairly:

(1) Price, dollar value of procurement pricing information and quotations;

(2) Demonstrated ability to perform all requirements and delivery of the quantity of supplies, materials, and equipment within the time specified;

(3) Specific examples of similar past performance and demonstrated experience in providing the quality and quantity of supplies, materials, and equipment for projects of comparable size, scope and complexity;

(4) Evaluation of the ability to provide future maintenance and services, if applicable;

(5) Quality of supplies, materials and equipment to be provided under the contract; and

(6) Compliance or responsiveness of bid with bid specifications.”

**SECTION 3:** That Section 17.30.090 (entitled “Formal Bidding Procedure”), of Chapter 17.30 (entitled “Stadium Authority Procurement Policy”) of Title 17 (entitled “Development”) of “The Code of the City of Santa Clara, California” (“SCCC”) is amended to read as follows:

**“17.30.090 Formal bidding procedure.**

Except as otherwise provided, purchases and contracts for supplies, materials, or equipment of one million dollars (\$1,000,000.00) or more shall be by written contract with the lowest responsible bidder, pursuant to the following procedures:

(a) Notices Inviting Bids. Notices inviting sealed bids shall include a general description of the articles to be purchased, where bid blanks and specifications may be secured, and the time and place for opening bids.

(1) Published Notices. Notices inviting bids shall be published and/or posted at least ten days before the date of opening the bids. Such notices shall be published at least once in a newspaper of general circulation, and/or notices shall be posted in at least three public places in the City that have been designated as places for posting public notices. Whichever notice is given shall be determined by the Executive Director as being in the best interest of the City to attract bids.

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(2) Bidders List. The Executive Director shall also solicit sealed bids from all responsible prospective suppliers. It shall be within the discretion of the Executive Director to add, delete, reject, and change the bidders list so as to maintain a current list of suppliers who are capable of responsible and efficient service to the Stadium Authority.

(b) Bidder's Security. When deemed necessary by the Executive Director, bidder's security may be prescribed in the public notices inviting bids. Bidders shall be entitled to the return of their bid securities; provided, however, that a successful bidder shall forfeit the bid security upon refusal or failure to execute the contract within ten days after the notice of award of the contract has been mailed unless the Stadium Authority is responsible for the delay. On refusal or failure of the successful bidder to execute the contract, the contract may be awarded to the next lowest responsible bidder. If the contract is awarded to the next lowest responsible bidder, the amount of the lowest bidder's security shall be applied by the Stadium Authority to the difference between the low bid and the second lowest bid, and the surplus, if any, shall be returned to the lowest bidder.

(c) Bid Opening Procedure. Sealed written bids shall be submitted to the Executive Director and shall be identified as bids on the envelope. Bids shall be opened in public at the time and place stated in the public notices. A tabulation of all bids shall be open for public inspection during regular business hours for a period of not less than thirty (30) calendar days after the bid opening.

(d) Rejection of Bids. The Executive Director may reject any and all bids presented and re-advertise for bids.

(e) Award of Contracts. All contracts shall be awarded by the Executive Director to the lowest responsible bidder except as otherwise provided in these procedures.

(f) Tie Bids. If two or more bids received are for the same total amount or unit price, quality and service being equal, and if the public interest will not permit the delay of re-advertising for bids, the successful bidder may be determined by the casting of lots with the bidders in public at the time designated by the Executive Director.

(g) Performance Bonds. The Executive Director shall have the authority to require a performance bond in such amounts as the Executive Director shall find reasonably necessary to protect the best interests of the Stadium Authority before entering into a contract. If the Executive Director requires a performance bond, the form and amount of the bond shall be described in the notice inviting bids.”

**SECTION 4:** That Section 17.30.120 (entitled “Service Contracts – Signature Authority”), of Chapter 17.30 (entitled “Stadium Authority Procurement Policy”) of Title 17 (entitled “Development”) of “The Code of the City of Santa Clara, California” (“SCCC”) is amended to read as follows:

**“17.30.120 Service contracts – Signature authority.**

The Executive Director is authorized to execute a contract with third parties for services required by the Stadium Authority in an amount up to and including one hundred thousand dollars (\$100,000.00), as allocated to and authorized by the Stadium Authority by adoption of the annual budget, and provided that the third party is specially trained and experienced and competent to perform the services. A contract amount with an allocated value above this dollar limit requires approval by the Stadium Authority Board.”

**SECTION 5:** That Section 17.30.130 (entitled “Public Works”), of Chapter 17.30 (entitled “Stadium Authority Procurement Policy”) of Title 17 (entitled “Development”) of “The Code of the City of Santa Clara, California” (“SCCC”) is amended to read as follows:

**“17.30.130 Public works.**

(a) Stadium Project. Government Code Section 6532 authorizes the Stadium Authority to award a contract for the development of the Stadium Project to a qualified design builder under specified conditions. As a requirement of Government Code Section 6532, any subcontracts awarded by the design builder to be funded with either Redevelopment Agency funds or Community Facility District funds must be awarded to the lowest responsible bidder in accordance with procedures consistent with the City Charter. All other subcontracts awarded by the design-builder may be awarded on a best value basis consistent with the Subcontractor Selection and Procurement Plan adopted by the Stadium Authority.

(b) Other Public Works. For all other expenditures required for a public project, but which are not associated with the Stadium Project, the Stadium Authority shall comply with the requirements of Public Contract Code Section 20162 and all applicable City Charter provisions.

(c) The Executive Director is authorized to execute a contract for public works on behalf of the Stadium Authority in an amount up to and including one hundred thousand dollars (\$100,000.00), as allocated to and authorized by the Stadium Authority by adoption of the annual budget. A contract amount with an allocated value above this dollar limit requires approval by the Stadium Authority Board.”

**SECTION 6: 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 7: 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 10: 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 7th day of March, 2023, by the following vote:

AYES:	COUNCILORS:	Becker, Chahal, Hardy, Jain, and Park
NOES:	COUNCILORS:	Watanabe, and Mayor Gillmor
ABSENT:	COUNCILORS:	None
ABSTAINED:	COUNCILORS:	None

ATTEST:

  
\_\_\_\_\_  
NORA PIMENTEL, MMC  
ASSISTANT CITY CLERK  
CITY OF SANTA CLARA

Attachments incorporated by reference: None





## Agenda Report

23-1513

Agenda Date: 3/21/2023

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### REPORT TO STADIUM AUTHORITY BOARD

#### SUBJECT

Action on the Santa Clara Stadium Authority Financial Status Report for Quarter Ending December 31, 2022 and Related Budget Amendments

#### BOARD PILLARS

Ensure Compliance with Measure J and Manage Levi's® Stadium  
Enhance Community Engagement and Transparency

#### BACKGROUND

In Fiscal Year 2014/15 the Stadium Authority Board ("Board") requested that staff prepare quarterly Santa Clara Stadium Authority ("Stadium Authority") Financial Status Reports. These reports provide an update on the events held at Levi's® Stadium, Stadium Authority finances, and the impact of Stadium Authority activity on the City of Santa Clara's ("City").

This report provides information covering the Stadium Authority's third (October 1, 2022 - December 31, 2022) quarter of the 2022/23 ("FY") fiscal year.

The Adopted Stadium Authority Budget incorporates the estimated revenues and expenses for all Stadium Authority funds. The attached Financial Status Reports provide the budget to actual revenue and expense summaries for the operating, debt service, and capital funds. Analysis of the financial activity through the fiscal year measures the adherence to the budget and allows the Stadium Authority to monitor and project revenues and expenses. Any significant variances are explained in the reports.

Certain operating expense payments were withheld based on Board direction for the partial suspension of payments at the March 27, 2019 Stadium Authority Board meeting, based on the concern that public funds would be used to pay for expenses that were not legally procured, or compliant with prevailing wage law or self-dealing/conflict of interest laws. At that meeting, the Board directed the Executive Director to only release public funds to Forty Niners Stadium Management Company, LLC ("Stadium Manager") when supporting documents have been submitted to show the expenses adhere to applicable agreements and laws.

At the March 15, 2022 Stadium Authority Board meeting, the Executive Director was delegated authority to approve budget amendments of \$5.1 million to move funds from the Legal Contingency line item to Shared Expenses after the review of adequate documentations for costs based on Board direction. Subsequent to that direction, Stadium Authority staff met with Stadium Manager on April 12, 2022 to review documentation for shared expenses. After follow-up meetings with the Stadium Manager, payments related to compensation were reviewed and approved for monthly payment; these totaled \$5.1 million for the fiscal year.

On August 31, 2022, Stadium Authority, Forty Niners SC Stadium Company and Stadium Manager settled disputes regarding the partially suspended Shared Expenses and Operating and Management Expenses. As part of the settlement, the Stadium Authority agreed to pay for the budgeted expense for its share of Shared Stadium Manager Expenses and other expenses for the current fiscal year. As such, the payments were released in the third quarter.

### DISCUSSION

The attached financial status reports provide information covering the Stadium Authority's third quarter (October 1, 2022 - December 31, 2022) of FY 2022/23. The reports summarize National Football League ("NFL") and Non-NFL event activity at Levi's® Stadium and describes the financial impact of these events on the Stadium Authority and City since FY 2014/15. The report also provides the budget to actual revenue and expense summaries for the operating, debt service, and capital funds. Analysis of the financial activity through the fiscal year measures the adherence to the budget and allows the Stadium Authority to monitor and project revenues and expenses. Any significant variances are explained in the report.

### NFL Event Revenue and Expenses

There were nine NFL games held thru the third quarter of FY 2022/23. Levi's® Stadium hosted one pre-season NFL game and eight regular NFL season game of the 2022 season which are detailed in the report. This resulted in \$10.4 million in NFL ticket surcharge for the Stadium Authority and \$219,000 of Senior and Youth Program Fees for the City. Public safety costs for NFL games totaled an estimated \$4.0 million which will be fully reimbursed to the City.

### Non-NFL Event Revenue and Expenses

There were 7 ticketed Non-NFL events and 56 special events which are detailed in the report. The 7 ticketed Non-NFL events held in FY 2022/23 and generated an average net profit of \$941,000 per event. Table 1 below summarizes revenues and expenditures for the 7 ticketed events.

Table 1

In Millions \$

Ticketed Event	Revenue	Expense	Net
Concert 1	\$ 2.0	\$ (0.9)	\$ 1.1
Concert 2	1.8	(1.1)	0.7
Concert 3	1.8	(0.8)	1.0
Concert 4	1.7	(0.4)	1.3
Concert 5	1.4	(0.3)	1.1
Concert 6	1.3	(0.3)	1.0
Sporting Event 1	1.5	(1.1)	0.4
Total Ticketed Non-NFL Net Revenue to Date	\$ 11.5	\$ (4.9)	\$ 6.6

The Non-NFL event ticket sales generated \$1.3 million in ticket surcharge revenue, half of which will fund the discretionary fund. Public safety costs for these events totaled an estimated \$2.5 million which will be fully reimbursed to the City.

When combining ticketed and non-ticketed Non-NFL revenues to date, Table 2 below shows approximately \$4.0 million in net revenue (excluding surcharge revenue) through the end of the third

quarter. It should be noted the financial information provided are a draft and subject to change as additional revenues and/or expenditures are recorded.

Table 2

Event Type	No. of Events	Net Revenue
Ticketed Events		
Concerts	6	\$ 6,131,747
Sporting Events:		
Soccer	1	451,890
Net Revenue from Ticketed Events	7	\$ 6,583,637
Net Revenue from Special Events (weddings, corporate events, etc.)	56	1,998,619
Other Operating Expenses <sup>(1)</sup>		(495,578)
Net Revenue from Non-NFL Events <sup>(2)</sup>	63	\$ 8,086,678
Total Performance Rent Paid to City's General Fund <sup>(3)</sup>		\$ -

<sup>(1)</sup> Other Operating Expenses are expenses not attributable to a specific event.

<sup>(2)</sup> Net Revenue from Non-NFL Events does not include Non-NFL Event Ticket Surcharge of \$1.3 million.

<sup>(3)</sup> Performance Rent is calculated as 50% of the net revenue from Non-NFL events less performance-based credit of 50% of Ground Rent and Public Safety Costs exceeding threshold which is part of an unsettled claim.

### Stadium Builder Licenses ("SBLs")

SBLs account for 35% of the Stadium Authority's annual budgeted revenue in FY 2022/23. As of December 31, 2022, there is a total of 62,311 currently active SBLs which is 94% of the 66,136 total sellable SBL seats. The value of the active SBLs amount to \$543.8 million of which \$506.2 million has already been collected.

### Stadium Authority Budgets

The detailed analysis of Stadium Authority budget to actual financials is provided in the attached Financial Status Reports. In summary, total operating revenues were \$54.2 million representing 79% of the overall budget for revenues and total operating expenses were \$41.2 million or 60% of the budget. The debt service fund was able to pay down \$15.9 million in debt, bringing total Stadium Authority debt down to \$264.4 million. Capital expenses were \$2.3 million representing 10% of the overall CIP budget.

### FY 2022/23 Stadium Authority Budget Adjustments

From time to time, budget adjustments may be necessary to align revenues or expenditures to actual or unexpected activity during the course of a fiscal year, known after the adoption of the Stadium Authority Budget. On March 7, 2023, the Stadium Authority Board adopted the Santa Clara Stadium Authority FY 2023/24 Operating, Debt Service, and Capital Budget which also includes projected revenues, expenses, and transfers out for FY 2022/23. As of the timing of the publication of this report, additional information from FY 2022/23 has resulted in recommended budget adjustments as follows:

- 1) The San Francisco 49ers played one (1) pre-season, ten (10) regular season, and two (2) post-season NFL games in FY 2022/23 which resulted in higher than anticipated revenues from NFL Ticket Surcharge by \$545,000. Senior and Youth Program Fees (based on \$0.35 per NFL game ticket) are also projected to be higher than anticipated by \$13,000. Budget adjustments are needed to reflect the increases in the payment to the City's General Fund by \$13,000 as

well as the revenues from NFL Ticket Surcharge by \$545,000 and Senior & Youth Program Fees by \$13,000 to the Stadium Authority.

- 2) There were seven (7) ticketed Non-NFL events held at the Stadium in FY 2022/23 which resulted in higher than anticipated net revenues from Non-NFL Events by \$7.0 million. Non-NFL Event Ticket Surcharge (based on \$4.00 per Non-NFL event ticket) and the corresponding Transfers Out to Discretionary Fund Reserve (based on \$2.00 per Non-NFL event ticket) are also projected to be higher than anticipated. Budget adjustments are needed to reflect the increases in the contribution to Discretionary Fund Reserve (\$355,000) as well as Net Revenues from Non-NFL Events by \$7.0 million and revenues from Non-NFL Event Ticket Surcharge by \$710,000 to the Stadium Authority.
- 3) Due to improved economy and interest environment, an additional \$130,000 from collection of SBL Proceeds and \$1.0 million from interest income are projected for FY 2022/23. In addition, a portion of the FY 2021/22 Naming Rights revenue (\$3.6 million) was collected in FY 2022/23. Budget adjustments are needed to align with the projected actuals.
- 4) Fund Expense is projected at \$1.3 million for FY 2022/23 which includes distributions of \$650,000 to the General Fund and Stadium Authority operations. A budget adjustment is needed to reflect these distributions.
- 5) Use of StadCo Tenant Improvements is projected to be higher than anticipated by \$34,000 as more Non-NFL events were held in FY 2022/23. A budget adjustment is needed to reflect the increase in the payment to StadCo.
- 6) The calculation for FY 2022/23 performance-based rent is 50% of the Net Revenues from Non-NFL Events less the sum of performance-based rent credits. The performance-based rent credits include 50% of the current year's base ground rent (\$230,000) and credited public safety costs (\$3.4 million). Public Safety Costs exceeding threshold are treated as credits towards performance-based rent which is part of an unsettlement claim, and a budget adjustment is needed to reflect the increase in Legal Contingency Reserve for Public Safety Costs by \$3.4 million
- 7) Net of corresponding payments to the City's General Fund and various reserve contributions, revenues related budget adjustments above are projected to increase total source of funds by \$9.3 million. Disputes regarding the Operating and Management Expenses and Shared Expenses were settled on August 31, 2022, and \$10.5 million of Contingency Reserve from FY 2021/22 are expected to be released as additional source of funds. Total projected increase of \$19.8 million to source of funds will mainly be used for additional StadCo Subordinated Loan pre-payment (\$5.4 million) and contributions to Operating Reserve (\$7.3 million) and Renovation/Demolition Reserve (\$7.0 million). Budget adjustments are needed to align with the projected actuals.
- 8) Due to improved economy, an additional \$199,000 in Contribution from CFD is projected for FY 2022/23. A budget adjustment of \$199,000 million is needed to reflect the projected increase in both special hotel tax revenues and CFD Advance payment.
- 9) Net of corresponding payments to the City's General Fund and various reserve contributions,

revenues related budget adjustments requested under the Operating Budget above are projected to increase total source of funds by \$9.3 million. Of the additional \$9.3 million in source of funds, an additional \$5.4 million are projected to be transferred to the Debt Service Fund for StadCo Subordinated Loan pre-payment. A budget adjustment is needed to align with the projected actuals.

- 10) Enclosed Trailer CapEx Project - The Police Department received approved budget of \$15,283 to purchase an enclosed trailer that will better protect existing mules from the elements. The opening of the original trailer design had incorrect size and dimensions, and an alternative trailer design was subsequently tested and selected. A budget adjustment is needed to increase this line item by \$1,139 to \$16,422.
- 11) Crestron Control & Building Operating System Upgrades CapEx Project - In FY 2021/22, ManCo received approved budget of \$10,000 to upgrade system for monitoring HVAC, lighting, electrical, and fire alarms. A portion of the upgrades were anticipated to complete in FY2021/22, and only \$4,001 were carried over to FY 2022/23 budget. This project experienced delays and some of the upgrades anticipated to complete in FY 2021/22 were completed during FY 2022/23. A budget adjustment is needed to increase this line item by \$2,519 to \$6,520.

#### Responses to Questions Raised at the March 7, 2023 Budget Hearing

At the public hearing for the FY 2023/24 Stadium Authority Budget, several questions were raised and are addressed here, as part of this report. Details regarding Non-NFL Event revenue and expenses by ticketed event are provided in this report. The figures are not tied to the name of the specific event in order to protect negotiations of future Non-NFL Events. Several questions were also raised regarding the Stadium Manager's recent restructuring and the potential FY 2023/34 Budget Amendments that may result from such a change. Following the March 7<sup>th</sup> meeting, Stadium Authority staff discussed these information requests. The Stadium Manager recently hired Francine Hughes, a nationally recognized leader in venue management, as Executive Vice President and General Manager of Levi's Stadium. This restructuring did not impact the level of resources supporting the Stadium Manager. The restructuring effort is not currently expected to provide significant cost savings, and therefore, no FY 2023/24 Budget Amendment is included in this document. Nonetheless, if it is determined in the future that a budget amendment is necessary, the Stadium Manager and City Staff will work to bring one to the Board at a later date.

#### 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 an administrative activity that will not result in direct or indirect physical changes in the environment.

#### FISCAL IMPACT

As discussed, staff recommends several budget amendments as detailed in the table below:

	Current	Increase/ (Decrease)	Revised
Operating Fund			
<u>Revenues</u>			
NFL Ticket Surcharge	\$10,822,000	\$545,000	\$11,367,000
SBL Proceeds	\$24,398,000	\$130,000	\$24,528,000
Interest	\$15,000	\$1,022,000	\$1,037,000
Net Revenues from Non-NFL Events	\$250,000	\$7,012,000	\$7,262,000
Naming Rights	\$7,380,000	\$3,636,000	\$11,016,000
Senior & Youth Program Fees	\$237,000	\$13,000	\$250,000
Non-NFL Event Ticket Surcharge	\$574,000	\$710,000	\$1,284,000
Total Revenue Adjustments		\$13,068,000	
<u>Expenses</u>			
Senior & Youth Fees (paid to City)	\$237,000	\$13,000	\$250,000
Discretionary Fund Expense	\$250,000	\$1,050,000	\$1,300,000
Use of StadCo Tenant Improvements	\$48,000	\$34,000	\$82,000
Legal Contingency	\$1,262,000	(\$1,172,989)	\$89,011
Total Expense Adjustments		(\$75,989)	
<u>Transfers Out</u>			
Debt Service	\$40,984,580	\$5,357,000	\$46,341,580
Discretionary Fund Reserve	\$287,000	\$355,000	\$642,000
Operating Reserve	\$369,000	\$7,333,000	\$7,702,000
Renovation/Demolition Reserve	\$0	\$7,031,000	\$7,031,000
Total Transfers Out Adjustments		\$20,076,000	
<u>Reserves</u>			
Increase in Operations and Maintenance Reserve		\$8,459	
Decrease in Contingency Reserve		(\$11,366,540)	
Decrease in Discretionary Fund Reserve		(\$1,050,000)	
Increase in Legal Contingency Reserve - Buffet Costs		\$2,075,070	
Increase in Legal Contingency Reserve - Public Safety Costs		\$3,401,000	
Total Reserve Adjustments		(\$6,932,011)	

	Current	Increase/ (Decrease)	Revised
Debt Service Fund			
<u>Sources</u>			
Contribution from CFD	\$2,124,000	\$199,000	\$2,323,000
Transfers in from Operating	\$40,984,580	\$5,357,000	\$46,341,580
Total Source Adjustments		\$5,556,000	
<u>Expenses</u>			
CFD Advance	\$2,042,000	\$199,000	\$2,241,000
StadCo Subordinated Loan	\$15,490,580	\$5,357,000	\$20,847,580
Total Expense Adjustments		\$5,556,000	

	Current	Increase/ (Decrease)	Revised
CIP Fund			
<u>Expenses</u>			
Enclosed Trailer CapEx Project	\$15,283	\$1,139	\$16,422
Crestron Control & Building Operating System Upgrades	\$4,001	\$2,519	\$6,520
Total Expense Adjustments		\$3,658	
<u>Reserves</u>			
Capital Expense Reserve	\$2,891,145	(\$3,658)	\$2,887,487
Total Reserve Adjustments		(\$3,658)	

### COORDINATION

This report was coordinated with the Stadium Manager per section 4.6 of the Management Agreement as well as 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) <<mailto:clerk@santaclaraca.gov>> or at the public information desk at any City of Santa Clara public library.

### RECOMMENDATION

1. Note and file the Santa Clara Stadium Authority Financial Status Report for the Quarter Ending December 31, 2022; and
2. Approve various FY 2022/23 Santa Clara Stadium Authority budget adjustments based on

projected year-end performance in the Operating Fund from reserves and recognizing additional revenues; and

3. Approve various FY 2022/23 Santa Clara Stadium Authority budget adjustments based on projected year-end performance in the Debt Service Fund; and
4. Approve various FY 2022/23 Santa Clara Stadium Authority budget adjustments based on projected year-end performance in the CIP Fund from reserves.

Reviewed by: Kenn Lee, Treasurer

Approved by: Office of the Executive Director

#### ATTACHMENTS

1. SCSA Financial Status Report for the Quarter Ending December 31, 2022



# SCSA

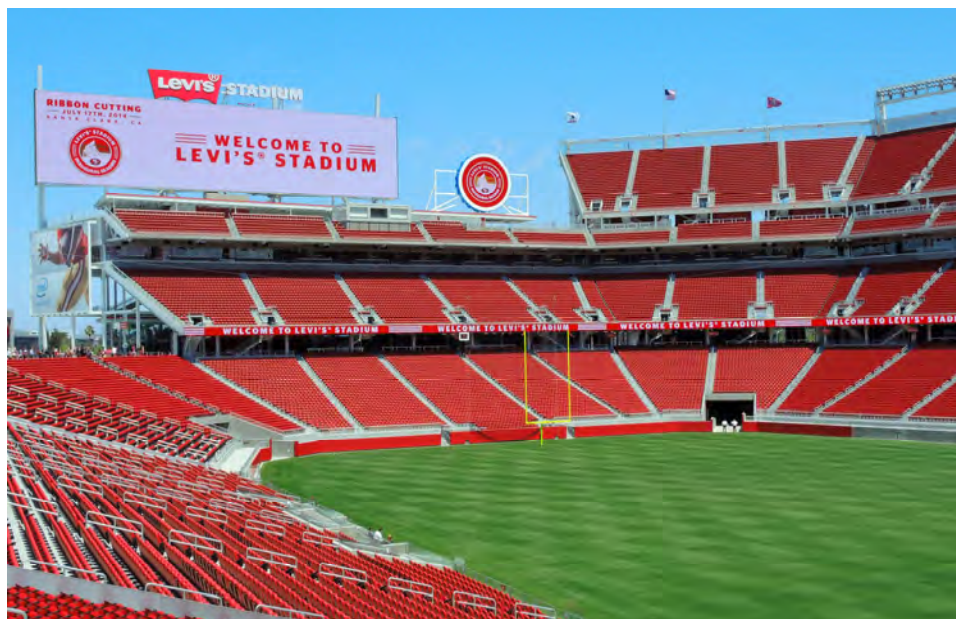
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Santa Clara Stadium Authority

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## **SANTA CLARA STADIUM AUTHORITY FINANCIAL STATUS REPORT**

**Quarter Ending December 31, 2022**



**March 21, 2023**

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## **Introduction**

This Santa Clara Stadium Authority (“Stadium Authority”) Financial Status Report provides information covering the third quarter of the Stadium Authority’s 2022/23 fiscal year (“FY”) which ended on December 31, 2022. Comparative data from prior fiscal years is also included.

In addition to these quarterly reports, the Stadium Authority produces annual financial statements. The FY 2021/22 financial statements were audited by an external audit firm and presented to the Stadium Authority’s Audit Committee on September 30, 2022 and approved by the Stadium Authority Board (“Board”) on November 1, 2022. The financial statements are published on the Stadium Authority’s website.

The Stadium Authority also prepares a detailed budget prior to the beginning of each fiscal year. The FY 2022/23 budget was adopted by the Board on March 15, 2022.

Stadium Authority finances are structured so that the City of Santa Clara (“City”) is not liable for the debts or obligations of the Stadium Authority. All services provided by the City, including administrative and public safety, to the Forty Niners Stadium Management Company, LLC (“Stadium Manager”) or the Stadium Authority are fully reimbursed with Stadium Authority funds.

## ***Methodology***

Information provided in this report was based in part on documentation submitted by the Stadium Manager. Specifically, National Football League (NFL) and Non-NFL event statistics and financial information relating to the Stadium Manager expenses are provided by the Stadium Manager. Stadium Authority staff has access to selected financial information submitted by the Stadium Manager provided through the Stadium Authority’s Financial Management System and event reports received for Non-NFL events. These reports are received 45 days after each event for events with attendance greater than 25,000. More detailed documents for the events are received within 90 days after the close of the quarter. For all other financial information, a full detailed review and/or audit of source documentation has not been completed by the Stadium Authority for this report and would be completed at fiscal year-end.

The Stadium Authority has contracted with JS Held (formerly Hagen, Streiff, Newton, & Oshiro), a forensic accounting firm, to review and evaluate Non-NFL event financial information from prior years, including source documentation. This report was discussed with the Board at the December 1, 2020 Stadium Authority Board meeting. The Stadium Authority is working with JS Held for the review of additional historical years. Those reports are expected to be presented to the Audit Committee in the next quarter.

The information provided is based on the best known and available information at the time of the writing of this report and is subject to further revision and review. Revisions may occur based on the timing of revenue and expenditure activity for events in this quarter that continue beyond the timing of this report. Consequently, the Board’s notation and filing of this report should not be considered an approval of the accuracy of the information in the report.

## NFL Events

This section provides year to date and comparative data for NFL games categorized as pre-season and regular season games.

The San Francisco Forty-Niners (“49ers”) played a total of nine NFL games (one pre-season games and eight regular season game) at Levi’s® Stadium as of December 31, 2022. There was a total of 624,746 tickets sold to these NFL games, an average of 69,416 per game. This is up by an average of 2,244 or 3% per game when compared to the same period in the prior fiscal year. The ticket sales resulted in \$10.4 million in NFL ticket surcharge revenue (10% of ticket sales) to the Stadium Authority. The average NFL ticket surcharge revenue was \$1.2 million per game in the current year which is up by \$164,660 or 17% from the same period in the prior fiscal year. A total of \$219,000 of Senior and Youth Program Fees, which is based on \$0.35 per NFL ticket sold, were collected through the end of the third quarter of the fiscal year. These fees were transferred to the City’s General Fund in support of such programs.

A total of 66,868 cars were parked in the permitted offsite parking lots generating \$410,000 in offsite parking fees. The overall number of cars parked in the permitted offsite lots declined by an average of 86 cars per game or -1% when compared to the prior fiscal year.

There was an estimated \$4.0 million of NFL event public safety costs in the current reporting period which is an average of \$448,641 per game. This is down from the prior year average of \$503,792 by \$55,151 or -11%. Of the \$4.0 million NFL event public safety costs, \$3.2 million or 80% are direct City costs and \$797,000 or 20% are outside agency costs. \$410,000 of the total NFL event public safety costs are covered by the offsite parking fees that were collected and the remaining are invoiced to the Stadium Manager. NFL event public safety cost invoices are provided to the Stadium Manager approximately 45 days after the game date which will be fully reimbursed to the City.

Statistics for the NFL games held at Levi’s® Stadium in the first three quarters of the 2022/23 fiscal year are shown in Table 1 and comparative data from all nine years of operations can be found in Table 2.

Table 1

**Levi's® Stadium**  
**2022/23 NFL Event Statistics**  
**As of December 31, 2022**

	Game 1 vs Packers 08/12/22	Game 2 vs Seahawks 09/18/22	Game 3 vs Rams 10/03/22	Game 4 vs Chiefs 10/23/22	Game 5 vs Chargers 11/13/22	Game 6 vs Saint 11/27/22	Game 7 vs Dolphins 12/04/22	Game 8 vs Buccaneers 12/11/22	Game 9 vs Commanders 12/24/22	2022/23 YTD Total
No. of Tickets Sold	66,747	69,759	69,674	69,881	69,698	69,479	69,868	69,755	69,885	624,746
NFL Ticket Surcharge	\$ 541,108	\$ 999,315	\$ 996,116	\$ 1,650,552	\$ 1,017,704	\$ 997,334	\$ 1,016,788	\$ 2,173,980	\$ 989,437	\$ 10,382,333
Senior/Youth Program Fees	\$ 23,361	\$ 24,416	\$ 24,386	\$ 24,458	\$ 24,394	\$ 24,318	\$ 24,454	\$ 24,414	\$ 24,460	\$ 218,661
Cars Parked at Offsite Lots	4,830	6,873	6,104	7,382	8,360	8,612	8,526	8,256	7,925	66,868
City Offsite Parking Fee	\$ 29,608	\$ 42,131	\$ 37,418	\$ 45,252	\$ 51,247	\$ 52,792	\$ 52,264	\$ 50,609	\$ 48,580	\$ 409,901
Cars Parked on Tasman Lots	-	-	-	-	-	-	-	-	-	-
City Tasman Lot Parking Fee	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Stadium Public Safety Costs <sup>(1)</sup>	\$ 393,521	\$ 437,541	\$ 448,600	\$ 464,709	\$ 487,576	\$ 456,631	\$ 455,262	\$ 471,581	\$ 422,345	\$ 4,037,765
Less: Offsite Parking Fee Credit	\$ (29,608)	\$ (42,131)	\$ (37,418)	\$ (45,252)	\$ (51,247)	\$ (52,792)	\$ (52,264)	\$ (50,609)	\$ (48,580)	\$ (409,901)
Reimbursable Stadium Public Safety Costs	\$ 363,913	\$ 395,410	\$ 411,183	\$ 419,457	\$ 436,329	\$ 403,839	\$ 402,998	\$ 420,971	\$ 373,765	\$ 3,627,864
Amount Reimbursed	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

<sup>(1)</sup> Includes estimated stadium public safety costs from outside agencies

Table 2

**Levi's® Stadium**  
**Historical NFL Event Statistics**

	2014/15 Q3 Total	2015/16 Q3 Total	2016/17 Q3 Total	2017/18 Q3 Total	2018/19 Q3 Total	2019/20 Q3 Total	2020/21 Q3 Total	2021/22 Q3 Total	2022/23 Q3 Total
No. of NFL Events	10	9	9	10	10	10	-	9	9
No. of Tickets Sold	682,095	602,268	588,794	643,189	651,237	662,731	-	604,546	624,746
NFL Ticket Surcharge	\$ 8,366,290	\$ 7,448,271	\$ 7,403,778	\$ 7,806,190	\$ 8,076,510	\$ 8,412,291	\$ -	\$ 8,900,398	\$ 10,382,333
Senior/Youth Program Fees	\$ 238,734	\$ 210,794	\$ 206,078	\$ 225,116	\$ 227,933	\$ 231,956	\$ -	\$ 211,591	\$ 218,661
Cars Parked at Offsite Lots	90,024	51,375	61,310	54,107	56,390	64,960	-	63,718	66,868
City Offsite Parking Fee	\$ 442,919	\$ 260,985	\$ 321,264	\$ 293,260	\$ 317,476	\$ 380,016	\$ -	\$ 376,573	\$ 409,901
Cars Parked on Tasman Lots	4,983	6,184	4,653	5,530	4,729	5,751	-	3,930	-
Cars Parked on Golf Course	233,306	18,823	-	-	-	-	-	-	-
City Tasman Lot and Golf Course Parking Fee	\$ 141,445	\$ 125,035	\$ 23,265	\$ 27,650	\$ 23,645	\$ 28,755	\$ -	\$ 19,650	\$ -
Stadium Public Safety Costs <sup>(1)</sup>	\$ 2,414,028	\$ 2,092,697	\$ 2,497,858	\$ 2,388,347	\$ 2,994,735	\$ 3,701,510	\$ -	\$ 4,534,124	\$ 4,037,765
Golf Course Public Safety Costs	\$ 180,766	\$ 71,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal Event Public Safety Costs	\$ 2,594,794	\$ 2,163,698	\$ 2,497,858	\$ 2,388,347	\$ 2,994,735	\$ 3,701,510	\$ -	\$ 4,534,124	\$ 4,037,765
Less: Offsite Parking Fee Credit	\$ (442,919)	\$ (260,985)	\$ (321,264)	\$ (293,260)	\$ (317,476)	\$ (380,016)	\$ -	\$ (376,573)	\$ (409,901)
<b>Reimbursable Stadium Public Safety Costs</b>	<b>\$ 2,151,875</b>	<b>\$ 1,902,713</b>	<b>\$ 2,176,593</b>	<b>\$ 2,095,087</b>	<b>\$ 2,677,259</b>	<b>\$ 3,321,494</b>	<b>\$ -</b>	<b>\$ 4,157,551</b>	<b>\$ 3,627,864</b>
Total Amount Reimbursed	\$ 2,151,875	\$ 1,902,713	\$ 2,176,593	\$ 2,095,087	\$ 2,677,259	\$ 3,321,494	\$ -	\$ 4,157,551	\$ -

<sup>(1)</sup> Includes estimated stadium public safety costs from outside agencies



## Non-NFL Events

This section provides annual and comparative data for Non-NFL Events categorized as events ranging from high school and college football games, international soccer matches, concerts, wedding fairs, and special events. During the current reporting period there were a total of 319,778 tickets sold for the seven ticketed Non-NFL events that were held, resulting in \$1.3 million Non-NFL event ticket surcharge revenue (from the \$4 per ticket Non-NFL event surcharge). The ticketed Non-NFL events in the current reporting period were large-scale events resulting in a large increase in the ticket surcharge revenue over the same period in the prior year. There were no ticketed events held during FY 2021/22 due to the COVID-19 pandemic.

The Stadium Manager reports that there were also 56 smaller special events held at Levi's® Stadium with 22,410 attendees during the current report period. Due to the pandemic, there were only 12 smaller special events held with 3,698 attendees during the entire FY 2021/22. Examples of these special events include corporate events of various sizes, weddings, holiday parties, high school dances, etc.

In correlation with increase in Non-NFL events held during the current reporting period, there were 35,302 cars parked at these offsite lots and the City has received \$215,000 in related offsite parking fees.

Total Non-NFL event public safety costs were \$2.5 million. As noted previously, this increase in cost is due to more events being held in the current year when compared to the prior year. Of these costs, \$215,000 were covered by the offsite parking fee. The remaining \$2.3 million were invoiced which has been fully reimbursed to the City.

Statistics for the seven Non-NFL ticketed events and 56 special events are shown in Table 3 and comparative data from all nine years of operations are shown in Table 4.

Table 3

**Levi's® Stadium**  
**FY2022/23 Non-NFL Event Statistics**  
**As of December 31, 2022**

	<b>Coldplay 05/15/22</b>	<b>Grupo Firme 07/02/22</b>	<b>Red Hot Chili Peppers 07/29/22</b>	<b>The Weeknd 08/27/22</b>	<b>Mexico vs Colombia 09/27/22</b>	<b>Elton John Day 1 10/08/22</b>	<b>Elton John Day 2 10/09/22</b>	<b>2022/23 YTD Special Events</b>	<b>2022/23 YTD Total</b>
No. of Scanned Attendees	50,308	29,995	43,205	45,716	56,404	40,275	36,796		<b>302,699</b>
No. of Tickets Sold	50,478	31,169	45,977	48,801	63,939	44,134	35,280		<b>319,778</b>
Non-NFL Ticket Surcharge	\$ 201,912	\$ 124,676	\$ 183,908	\$ 195,204	\$ 255,756	\$ 176,536	\$ 141,120		<b>\$ 1,279,112</b>
No. of Non-NFL Special Events								56	<b>56</b>
Non-NFL Special Event Attendees								22,410	<b>22,410</b>
Cars Parked at Offsite Lots	5,666	2,502	4,914	5,518	4,953	5,823	5,926	-	<b>35,302</b>
City Offsite Parking Fee	\$ 33,486	\$ 15,337	\$ 30,123	\$ 33,825	\$ 30,362	\$ 35,695	\$ 36,326	\$ -	<b>\$ 215,155</b>
Stadium Public Safety Costs	\$ 399,716	\$ 381,615	\$ 320,070	\$ 362,232	\$ 472,432	\$ 291,856	\$ 278,288	\$ 23,254	<b>\$ 2,529,464</b>
Less: Offsite Parking Fee Credit	\$ (33,486)	\$ (15,337)	\$ (30,123)	\$ (33,825)	\$ (30,362)	\$ (35,695)	\$ (36,326)	\$ -	<b>\$ (215,155)</b>
Reimbursable Public Safety Costs	\$ 366,230	\$ 366,277	\$ 289,948	\$ 328,407	\$ 442,070	\$ 256,161	\$ 241,962	\$ 23,254	<b>\$ 2,314,309</b>
Amount Reimbursed	\$ 366,230	\$ 366,277	\$ 289,948	\$ 328,407	\$ 442,070	\$ 255,974	\$ 241,962	\$ 21,379	<b>\$ 2,312,247</b>



Table 4

**Levi's® Stadium**  
**Historical Non-NFL Event Statistics<sup>(1)</sup>**

	2014/15 Q3 Total	2015/16 Q3 Total	2016/17 Q3 Total	2017/18 Q3 Total	2018/19 Q3 Total	2019/20 Q3 Total	2020/21 Q3 Total	2021/22 Q3 Total	2022/23 Q3 Total
No. of non-NFL Ticketed Events	7	15	17	11	11	8	-	-	7
No. of Tickets Sold	248,591	623,687	579,059	319,580	290,341	183,874	-	-	240,364
Non-NFL Ticket Surcharge	\$ 916,656	\$ 2,455,816	\$ 2,316,236	\$ 1,278,320	\$ 1,161,364	\$ 735,496	\$ -	\$ -	\$ 961,456
No. of Non-NFL Special Events	138	171	101	84	87	64	-	1	56
Non-NFL Special Event Attendees	42,808	97,747	43,526	51,928	32,593	22,155	-	-	22,410
Cars Parked at Offsite Lots	16,054	55,720	60,969	25,741	26,041	17,127	-	-	35,302
City Offsite Parking Fee	\$ 78,986	\$ 278,703	\$ 313,978	\$ 138,087	\$ 144,407	\$ 98,547	\$ -	\$ -	\$ 215,155
Cars Parked on Golf Course	8,566	21,572	9,562	-	-	-	-	-	-
City Golf Course Parking Fee	\$ 42,830	\$ 107,860	\$ 47,810	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Stadium Public Safety Costs	\$ 1,217,852	\$ 3,003,358	\$ 2,938,082	\$ 1,601,824	\$ 1,948,594	\$ 1,556,785	\$ -	\$ 1,827	\$ 2,529,464
Golf Course Public Safety Costs	\$ 64,618	\$ 119,842	\$ 39,905	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal Event Public Safety Costs	\$ 1,282,469	\$ 3,123,200	\$ 2,977,987	\$ 1,601,824	\$ 1,948,594	\$ 1,556,785	\$ -	\$ 1,827	\$ 2,529,464
Less: Offsite Parking Fee Credit	\$ (78,986)	\$ (278,703)	\$ (313,978)	\$ (138,087)	\$ (144,407)	\$ (98,547)	\$ -	\$ -	\$ (215,155)
Reimbursable Public Safety Costs	\$ 1,203,483	\$ 2,844,497	\$ 2,664,009	\$ 1,463,737	\$ 1,804,187	\$ 1,458,238	\$ -	\$ 1,827	\$ 2,314,309
Amount Reimbursed	\$ 1,203,483	\$ 2,844,497	\$ 2,664,009	\$ 1,463,737	\$ 1,804,187	\$ 1,458,238	\$ -	\$ -	\$ 2,312,247

<sup>(1)</sup> Includes Non-NFL special events.

Table 5 summarizes ticketed Non-NFL revenues and expenditures by event. There were 7 ticketed Non-NFL events held in FY 2022/23 and generated an average net profit of \$941,000 per event. The inclusion of this information is to provide a greater level of transparency and provide the overall financial results of the Non-NFL events.

Table 5

**Levi's® Stadium**  
**Ticketed Non-NFL Events Revenue and Expenditure Summary**  
**FY 2022/23 Quarter 3**

In Millions \$

<b>Ticketed Event</b>	<b>Revenue</b>	<b>Expense</b>	<b>Net</b>
Concert 1	\$ 2.0	\$ (0.9)	\$ 1.1
Concert 2	1.8	(1.1)	0.7
Concert 3	1.8	(0.8)	1.0
Concert 4	1.7	(0.4)	1.3
Concert 5	1.4	(0.3)	1.1
Concert 6	1.3	(0.3)	1.0
Sporting Event 1	1.5	(1.1)	0.4
<b>Total Ticketed Non-NFL Net Revenue to Date</b>	<b>\$ 11.5</b>	<b>\$ (4.9)</b>	<b>\$ 6.6</b>

Table 6 and 7 show net revenue for Non-NFL events by event type and event revenue and expense by category. For FY 2022/23, the Stadium Manager provided a projection of Non-NFL events net profits of a range from \$250,000 to \$1,750,000, as cited in the FY 2022/23 Adopted Stadium Authority Budget. In the first three quarters of FY2022/23, ticketed events and non-ticketed special events contributed \$6.6 million and \$2.0 million in net profits, respectively. Offset by \$496,000 of non-event specific other operating expenses, the Stadium Manager reported a net revenue of \$8.1 million for the current reporting period.

Table 6

**Levi's® Stadium**  
**Net Revenue for Non-NFL Events by Event Type**  
**FY 2022/23 Quarter 3**

Event Type	No. of Events	Net Revenue
<b>Ticketed Events</b>		
Concerts	6	\$ 6,131,747
Sporting Events: Soccer	1	451,890
<b>Net Revenue from Ticketed Events</b>	<b>7</b>	<b>\$ 6,583,637</b>
Net Revenue from Special Events (weddings, corporate events, etc.)	56	1,998,619
Other Operating Expenses <sup>(1)</sup>		(495,578)
<b>Net Revenue from Non-NFL Events <sup>(2)</sup></b>	<b>63</b>	<b>\$ 8,086,678</b>
<b>Total Performance Rent Paid to City's General Fund <sup>(3)</sup></b>		<b>\$ -</b>

<sup>(1)</sup> Other Operating Expenses are expenses not attributable to a specific event.

<sup>(2)</sup> Net Revenue from Non-NFL Events does not include Non-NFL Event Ticket Surcharge of \$1.3 million.

<sup>(3)</sup> Performance Rent is calculated as 50% of the net revenue from Non-NFL events less performance-based credit of 50% of Ground Rent and Public Safety Costs exceeding threshold which is part of an unsettled claim.

Table 7

**Levi's® Stadium**  
**Non-NFL Event Results by Category**  
**FY 2022/23 Quarter 3**

	2022/23 YTD Total
<b>REVENUE:</b>	
Special Event Revenue	\$ 5,609,499
Ticket Platform Fees	4,509,587
Suite Ticket Revenue	718,948
Parking	1,983,703
Food & Beverage - Ticketed Events	2,367,477
Food & Beverage - Special Events	611,421
Miscellaneous <sup>(2)</sup>	2,170,608
<b>Total Revenue</b>	<b>\$ 17,971,243</b>
<b>EXPENSE:</b>	
Public Safety/Security	\$ 4,407,266
Event Staff	4,317,841
Parking	1,240,373
Food & Beverage - Special Events	3,331,315
General Event Related Expenses	4,976,086
Net Expense Reimbursements - Ticketed Events <sup>(1)</sup>	(9,144,862)
Miscellaneous <sup>(3)</sup>	756,546
<b>Total Expense</b>	<b>\$ 9,884,565</b>
<b>Total Non-NFL Net Revenue</b>	<b>\$ 8,086,678</b>

<sup>(1)</sup> All Seating Bowl Revenue is allocated for distribution to the Event Licensee and is not considered as Stadium Authority Revenue. Revenue from Event Licensee is received in the form of expense reimbursements.

<sup>(2)</sup> Includes venue rental fees, net merchandise sales, interest income, and other revenues.

<sup>(3)</sup> Includes catered events department staff costs, non-event specific staff costs, and other expenses.

## Discretionary Fund

The Discretionary Fund is funded by revenue equal to 50% of the Non-NFL Ticket Surcharge of \$4 per ticket. The seven ticketed Non-NFL events contributed \$640,000 to the Discretionary Fund in the reporting period. Table 8 shows the revenues and expenses in the Discretionary Fund since FY2014/15. The balance at the end of this reporting period was \$2.7 million.

Table 8

Discretionary Fund Reserve				
Fiscal Year	Beginning Balance	Revenue	Expenses	Ending Balance
2014/15	\$ -	\$ 715,770	\$ -	\$ 715,770
2015/16	715,770	1,238,542	714,028	1,240,284
2016/17	1,240,284	1,164,698	699,129	1,705,853
2017/18	1,705,853	768,564	1,209,342	1,265,075
2018/19	1,265,075	796,294	101,267	1,960,102
2019/20	1,960,102	367,748	-	2,327,850
2020/21	2,327,850	-	18	2,327,832
2021/22	2,327,832	-	(18)	2,327,850
2022/23	2,327,850	352,850 <sup>(1)</sup>	1	2,680,699

<sup>(1)</sup> This amount represents the current surcharges transferred to the Discretionary Fund.

## Stadium Builder Licenses

The total principal value of currently active Stadium Builder Licenses (“SBLs”) is \$543.8 million and, as of December 31, 2022, 93% of the total principal value of all SBLs sold (i.e., \$506.2 million) had been collected.

SBL holders that finance their purchase pay an annual interest rate of 8.5% and payments are due by March 1<sup>st</sup> each year. The majority of SBL holders make their payments on time. For those that do not pay on time, SBL service staff, working for the Stadium Manager on the Stadium Authority’s behalf, contact the SBL holders and attempt to collect the full amounts owed. Ultimately, an SBL can be defaulted for non-payment. Once an SBL is defaulted, the SBL holder in default loses their right to buy season tickets as well as their priority rights to tickets to Non-NFL Events, and forfeits any money they had invested in the SBL. Defaulted SBLs are then available for resale.

There is a total of 62,311 currently active SBLs, or 94% of the 66,136 sellable SBL seats as of December 31, 2022. This is an increase of 356 from the total active SBLs at the end of the prior fiscal year (March 31, 2022). The main reasons for the increase are due to sale of new SBLs offset by the customer seat relocation program and default buy back. The customer seat relocation program allows customers to trade in their SBLs in return for others in a different location as long as the total face value of the new seats is equal to or greater than the original seats.

During the current reporting period, 1,032 SBLs were sold for a total face value of \$8.4 million. The customer seat relocation program resulted in an increase of \$1.2 million to the SBL face value while netting 158 more SBLs. There were also 834 SBLs defaulted during the quarter with a face value of \$5.0 million.

Additional details regarding currently active SBLs as of December 31, 2022 are noted in Table 9.

Table 9

## Santa Clara Stadium Authority

### Currently Active Stadium Builder License (SBL) Summary <sup>(1)</sup>

Through December 31, 2022											
Seat Value	SBL Seats Available	SBL Seats Sold as of 3/31/22	New SBL Sales	Net SBL Relocations	SBL Defaults	Other	SBL Seats Sold	SBL Value	SBL Collected	% SBL Principal Collected	
141,392	100	100	-	-	-	-	100	\$ 14,082,625	\$ 13,137,207	93.3%	
80,000	942	928	4	10	-	-	942	\$ 75,360,000	\$ 72,792,972	96.6%	
40,000	2	2	-	-	-	-	2	\$ 80,000	\$ 74,602	93.3%	
30,000	4,945	4,549	59	5	(40)	-	4,573	\$ 137,190,000	\$ 129,587,760	94.5%	
20,000	3,475	2,894	57	(8)	(20)	-	2,923	\$ 58,460,000	\$ 54,323,694	92.9%	
17,500	70	-	64	-	0	-	64	\$ 1,120,000	\$ 383,875	34.3%	
15,000	7	7	-	-	-	-	7	\$ 105,000	\$ 99,378	94.6%	
12,000	2,163	2,199	31	(3)	(19)	-	2,208	\$ 26,496,000	\$ 24,202,756	91.3%	
10,000	7	7	-	-	-	-	7	\$ 70,000	\$ 68,504	97.9%	
6,000	20,651	20,850	286	31	(248)	-	20,919	\$ 125,514,000	\$ 115,605,360	92.1%	
5,000	14,307	14,037	286	2	(231)	-	14,094	\$ 70,470,000	\$ 63,300,159	89.8%	
4,000	916	919	6	(1)	(2)	-	922	\$ 3,688,000	\$ 3,615,809	98.0%	
3,000	91	91	-	-	-	-	91	\$ 273,000	\$ 265,529	97.3%	
2,500	40	44	-	-	-	-	44	\$ 110,000	\$ 95,311	86.6%	
2,000	18,392	15,296	239	122	(273)	-	15,384	\$ 30,768,000	\$ 28,600,227	93.0%	
1,000	28	32	-	-	(1)	-	31	\$ 31,000	\$ 29,754	96.0%	
Total	66,136	61,955	1,032	158	(834)	-	62,311	\$ 543,817,625	\$ 506,182,897	93.1%	
Plus: Interest on financed SBLs									63,390,651		
Total Principal & Interest									569,573,548		

<sup>(1)</sup> This table does not include \$29.1 million that has been collected life-to-date from defaulted SBL holders.

## **Santa Clara Stadium Authority Budget Status Reports**

### ***Operating Budget***

With 75% of the fiscal year complete, total operating revenues for the third quarter of the FY 2022/23 were \$54.2 million representing 79% of the overall budget for revenues. Stadium rent earned from StadCo totaled \$19.4 million or 78% of budget. During the current reporting period, the Stadium Authority collected \$14.5 million in SBL proceeds or 59% of what was budgeted. SBL proceeds are expected achieve budgeted level as annual payment for financed SBL payment plans are due in March. All SBL proceeds are to be transferred to the debt service fund per applicable loan agreements. Stadium Authority also collected NFL ticket surcharges, Sponsorship Revenue, Naming Rights Revenue, and Senior & Youth Program Fees all of which are expected to meet budget this fiscal year.

Total operating expenses were \$41.2 million, or 60% of the annual budget, which included the debt service transfers of \$26.2 million.

For the current fiscal year, the Stadium Authority's FY2022/23 budget was adopted on March 15, 2022 and included the Stadium Manager's recommended Shared Expense budget of \$10.5 million in a Legal Contingency line item. The expenses that were included in the Legal Contingency line are Stadium Operations, Engineering, Guest Services, Groundskeeping, Security and the Stadium Management Fee. However, the Executive Director was delegated authority to approve budget amendments of \$5.1 million to move funds from the Legal Contingency line item to Shared Expenses after the review of adequate documentations for costs based on Board direction. Subsequent to that direction, Stadium Authority staff met with the Stadium Manager on April 12, 2022 to review documentation for shared expenses. After follow-up meetings with the Stadium Manager, payments related to compensation were reviewed and approved for monthly payment, totaling \$5.1 million for the fiscal year.

On August 31, 2022, the Stadium Authority entered into a settlement agreement with StadCo and Stadium Manager over disputes regarding the Operating and Management Expenses, Shared Expenses, and Capital Expenditures that were previously withheld. As part of the settlement, the Stadium Authority agreed to pay for the budgeted expense for its share of Shared Stadium Manager Expenses and other expenses for the current fiscal year. This settlement does not cover Public Safety Costs and NFL-SBL Buffet costs which are part of an unsettled claim.

Shared Stadium Manager expenses were at 73% or \$9.2 million of the \$12.5 million budgeted amount, and SBL Sales & Service expenses were 75% of the budget, or \$1.6 million. The Stadium Authority pays for all utility costs from February 1<sup>st</sup> through July 31<sup>st</sup> and the tenant (StadCo) pays for utility costs from August 1<sup>st</sup> through January 31<sup>st</sup> (Tenant Season). Therefore, utility costs are 67% of the budget for the third quarter, or \$1.0 million. The current reporting period covers 67% (four out of the six months) that the Stadium Authority is responsible for utility costs. Transfers out for debt service amounted



to \$26.2 million. Lastly, Stadium Authority G&A costs were tracking below budgeted levels at \$1.6 million or 38% of the budget.

Overall, the Stadium Authority operating fund ended the third quarter with a fund balance of \$52.2 million, an increase of \$13.3 million or 34%. Included in that amount is an \$12.3 million Operating Reserve and a \$2.7 million Discretionary Fund. Excess Revenue Distribution Reserve is the difference between revenues and expenses related to the Stadium operations. It excludes Stadium Authority disbursement of Discretionary Fund, Legal Contingency, and net revenues from Non-NFL events, which has a timing difference. All accumulated excess revenues are redistributed to pay off debt and fund the necessary reserve accounts per Article 14 of the Stadium Lease Agreement at year-end.

Additional details are shown in Table 10.

Table 10

**Santa Clara Stadium Authority**  
**Operating Budget Status Report**  
For the Period Ending December 31, 2022 and 2021

	Period Ending December 31, 2022				Period Ending December 31, 2021			
	Amended Budget	YTD Actuals	Budget to Actual Difference	% Received	Amended Budget	YTD Actuals	Budget to Actual Difference	% Received
<b>Revenues</b>								
NFL Ticket Surcharge	\$ 10,822,000	\$ 10,382,333	\$ 439,667	96%	\$ 8,665,000	\$ 8,900,398	\$ (235,398)	103%
SBL Proceeds	24,398,000	14,461,534	9,936,466	59%	23,682,000	15,391,101	8,290,899	65%
Interest	15,000	890,282	(875,282)	5935%	56,000	14,947	41,053	27%
Net Revenues from Non-NFL Events	250,000	-	250,000	0%	-	-	-	NA
Naming Rights	7,380,000	7,271,260	108,740	99%	7,165,000	3,529,738	3,635,262	49%
Sponsorship Revenue (STR)	405,000	310,643	94,357	77%	325,000	243,750	81,250	75%
Rent	24,762,000	19,395,900	5,366,100	78%	24,762,000	19,122,100	5,639,900	77%
Senior & Youth Program Fees	237,000	218,661	18,339	92%	232,000	211,591	20,409	91%
Non-NFL Event Ticket Surcharge	574,000	1,279,112	(705,112)	223%	150,000	-	150,000	0%
Other Revenue	-	-	-	NA	-	-	-	NA
<b>Total Revenues</b>	<b>\$ 68,843,000</b>	<b>\$ 54,209,725</b>	<b>\$ 14,633,275</b>	<b>79%</b>	<b>\$ 65,037,000</b>	<b>\$ 47,413,625</b>	<b>\$ 17,623,375</b>	<b>73%</b>
<b>Total Source of Funds</b>	<b>\$ 68,843,000</b>	<b>\$ 54,209,725</b>	<b>\$ 4,257,142</b>	<b>79%</b>	<b>\$ 65,037,000</b>	<b>\$ 47,413,625</b>	<b>\$ 9,567,874</b>	<b>73%</b>
	Amended Budget	YTD Actuals	Budget to Actual Difference	% Used	Amended Budget	YTD Actuals	Budget to Actual Difference	% Used
	Amended Budget	YTD Actuals	Budget to Actual Difference	% Used	Amended Budget	YTD Actuals	Budget to Actual Difference	% Used
<b>Expenses</b>								
<b>Shared Stadium Manager Expenses</b>								
Stadium Operations	\$ 3,827,196	\$ 2,870,397	\$ 956,799	75%	\$ 1,681,393	\$ 1,438,442	\$ 242,951	86%
Engineering	2,488,872	1,866,654	622,218	75%	1,543,240	1,270,215	273,025	82%
Guest Services	586,968	440,226	146,742	75%	304,134	199,630	104,504	66%
Groundskeeping	497,556	373,167	124,389	75%	93,809	77,225	16,584	82%
Security	1,626,828	1,220,121	406,707	75%	378,652	311,655	66,997	82%
Procurement	-	-	-	NA	311,412	207,608	103,804	67%
Insurance	3,230,000	2,422,698	807,302	75%	3,136,000	2,457,134	678,866	78%
Stadium Management Fee	253,000	-	253,000	0%	-	-	-	NA
<b>Shared Stadium Mngr Exps Subtotal</b>	<b>\$ 12,510,420</b>	<b>\$ 9,193,263</b>	<b>\$ 3,317,157</b>	<b>73%</b>	<b>\$ 7,448,640</b>	<b>\$ 5,961,909</b>	<b>\$ 1,486,731</b>	<b>80%</b>
<b>Other Operating Expenses</b>								
SBL Sales and Service	\$ 2,089,000	\$ 1,566,693	\$ 522,307	75%	\$ 3,448,000	\$ 1,800,000	\$ 1,648,000	52%
Senior & Youth Fees (paid to City)	237,000	218,661	18,339	92%	232,000	211,592	20,408	91%
Ground Rent (paid to City)	460,000	460,000	-	100%	425,000	425,000	-	100%
Performance Rent (paid to City)	-	-	-	NA	-	-	-	NA
Discretionary Fund Expense	250,000	-	250,000	0%	250,000	-	250,000	0%
Utilities	1,444,000	962,496	481,504	67%	1,586,000	495,500	1,090,500	31%
Use of StadCo Tenant Improvements	48,000	72,819	(24,819)	152%	26,000	-	26,000	0%
Stadium Authority G&A	4,205,000	1,609,427	2,595,573	38%	5,115,000	2,106,650	3,008,350	41%
Naming Rights Commission	91,000	90,891	109	100%	88,000	88,244	(244)	100%
Legal Contingency	1,262,000	-	1,262,000	0%	3,810,360	-	3,810,360	0%
Other Expenses	723,000	490,093	232,907	68%	388,000	152,206	235,794	39%
<b>Other Operating Expenses Subtotal</b>	<b>\$ 10,809,000</b>	<b>\$ 5,471,080</b>	<b>\$ 5,337,920</b>	<b>51%</b>	<b>\$ 15,968,360</b>	<b>\$ 5,279,192</b>	<b>\$ 10,689,168</b>	<b>33%</b>
<b>Total Expenses</b>	<b>\$ 23,319,420</b>	<b>\$ 14,664,343</b>	<b>\$ 8,655,077</b>	<b>63%</b>	<b>\$ 23,417,000</b>	<b>\$ 11,241,101</b>	<b>\$ 12,175,899</b>	<b>48%</b>
<b>Transfers Out</b>								
Debt Service	\$ 40,984,580	\$ 26,229,762	\$ 14,754,818	64%	\$ 37,572,000	\$ 25,860,883	\$ 11,711,117	69%
Discretionary Fund Reserve	287,000	352,850	(65,850)	123%	75,000	-	75,000	0%
Capital Expenditures Reserve	3,801,000	-	3,801,000	0%	3,940,000	-	3,940,000	0%
Operating Reserve	369,000	-	369,000	0%	358,000	-	358,000	0%
<b>Total Transfers Out</b>	<b>\$ 45,441,580</b>	<b>\$ 26,582,612</b>	<b>\$ 18,858,968</b>	<b>58%</b>	<b>\$ 41,945,000</b>	<b>\$ 25,860,883</b>	<b>\$ 16,084,117</b>	<b>62%</b>
Increase/(Decrease) in:								
Operations and Maintenance Reserve	\$ 82,000	\$ -			\$ (325,000)	\$ -		
Excess Revenue Distribution Reserve <sup>(1)</sup>	\$ -	\$ 12,962,770			\$ -	\$ 10,311,641		
<b>Total Use of Funds</b>	<b>\$ 68,843,000</b>	<b>\$ 54,209,725</b>	<b>\$ (32,313,488)</b>	<b>79%</b>	<b>\$ 65,037,000</b>	<b>\$ 47,413,625</b>	<b>\$ 28,260,016</b>	<b>73%</b>

<sup>(1)</sup> Excess Revenue Distribution Reserve is the difference between revenues and expenses relating to the Stadium operations. It excludes Stadium Authority disbursement of Discretionary Fund, Legal Contingency, and net revenues from Non-NFL events, which has a timing difference. All accumulated excess revenues are redistributed to payoff debt and fund the necessary reserve accounts per Article 14 of the Stadium Lease Agreement at year-end.

### ***Operating Budget – Recommended Budget Adjustments***

From time to time, budget adjustments may be necessary to align revenues or expenditures to actual or unexpected activity during the course of a fiscal year, known after the adoption of the Stadium Authority Budget.

On March 7, 2023, the Stadium Authority Board adopted the Santa Clara Stadium Authority FY 2023/24 Operating, Debt Service, and Capital Budget which also includes projected revenues, expenses, and transfers out for FY 2022/23. The following budget adjustments are requested based on the projected actuals reported:

- 1) The San Francisco 49ers played one (1) pre-season, ten (10) regular season, and two (2) post-season NFL games in FY 2022/23 which resulted in higher than anticipated revenues from NFL Ticket Surcharge by \$545,000. Senior and Youth Program Fees (based on \$0.35 per NFL game ticket) are also projected to be higher than anticipated by \$13,000. Budget adjustment are needed to reflect the increases in the payment to the City's General Fund by \$13,000 as well as the revenues from NFL Ticket Surcharge by \$545,000 and Senior & Youth Program Fees by \$13,000 to the Stadium Authority.
- 2) There were seven (7) public Non-NFL events held at the Stadium in FY 2022/23 which resulted in higher than anticipated net revenues from Non-NFL Events by \$7.0 million. Non-NFL Event Ticket Surcharge (based on \$4.00 per Non-NFL event ticket) and the corresponding Transfers Out to Discretionary Fund Reserve (based on \$2.00 per Non-NFL event ticket) are also projected to be higher than anticipated. Budget adjustments are needed to reflect the increases in the contribution to Discretionary Fund Reserve (\$355,000) as well as Net Revenues from Non-NFL Events by \$7.0 million and revenues from Non-NFL Event Ticket Surcharge by \$710,000 to the Stadium Authority.
- 3) Due to improved economy and interest environment, an additional \$130,000 from collection of SBL Proceeds and \$1.0 million from interest income are projected for FY 2022/23. In addition, a portion of the FY 2021/22 Naming Rights revenue (\$3.6 million) was collected in FY 2022/23. Budget adjustments are needed to align with the projected actuals.
- 4) Discretionary Fund Expense is projected to increase by \$1.1 million, from \$250,000 to \$1.3 million for FY 2022/23. This includes distributions of \$650,000 to the General Fund and Stadium Authority operations. A budget adjustment is needed to reflect these distributions.
- 5) Use of StadCo Tenant Improvements is projected to be higher than anticipated by \$34,000 as more Non-NFL events were held in FY 2022/23. A budget adjustment is needed to reflect the increase in the payment to StadCo.
- 6) The calculation for FY 2022/23 performance-based rent is 50% of the Net Revenues from Non-NFL Events less the sum of performance-based rent credits.

The performance-based rent credits include 50% of the current year's base ground rent (\$230,000) and credited public safety costs (\$3.4 million). Public Safety Costs exceeding threshold can be treated as credits towards performance-based rent which is part of an unsettlement claim, and a budget adjustment is needed to reflect the increase in Legal Contingency Reserve for Public Safety Costs by \$3.4 million

- 7) Net of corresponding payments to the City's General Fund and various reserve contributions, revenues related budget adjustments above are projected to increase total source of funds by \$9.3 million. Disputes regarding the Operating and Management Expenses and Shared Expenses were settled on August 31, 2022, and \$10.5 million of Contingency Reserve from FY 2021/22 are expected to be released as additional source of funds. Total projected increase of \$19.8 million to source of funds will mainly be used for additional StadCo Subordinated Loan pre-payment (\$5.4 million) and contributions to Operating Reserve (\$7.3 million) and Renovation/Demolition Reserve (\$7.0 million). Budget adjustments are needed to align with the projected actuals.

Additional details are shown in Table 11.

Table 11

## Santa Clara Stadium Authority

### 2022/23 Operating Budget Adjustment

	2022/23 Fiscal Year			
	Adopted Budget	Adjustments <sup>(1)</sup> (Previously Approved)	Adjustments (New Requests)	Amended Budget
<b>Revenues</b>				
NFL Ticket Surcharge	\$ 10,822,000	\$ -	\$ 545,000	\$ 11,367,000
SBL Proceeds	24,398,000	-	130,000	24,528,000
Interest	15,000	-	1,022,000	1,037,000
Net Revenues from Non-NFL Events	250,000	-	7,012,000	7,262,000
Naming Rights	7,380,000	-	3,636,000	11,016,000
Sponsorship Revenue (STR)	405,000	-	-	405,000
Rent	24,762,000	-	-	24,762,000
Senior & Youth Program Fees	237,000	-	13,000	250,000
Non-NFL Event Ticket Surcharge	574,000	-	710,000	1,284,000
Other Revenue	-	-	-	-
<b>Total Revenues</b>	<b>\$ 68,843,000</b>	<b>\$ -</b>	<b>\$ 13,068,000</b>	<b>\$ 81,911,000</b>
<b>Total Source of Funds</b>	<b>\$ 68,843,000</b>	<b>\$ -</b>	<b>\$ 13,068,000</b>	<b>\$ 81,911,000</b>
<b>Expenses</b>				
<b>Shared Stadium Manager Expenses</b>				
Stadium Operations	\$ -	\$ 3,827,196	\$ -	\$ 3,827,196
Engineering	-	2,488,872	-	2,488,872
Guest Services	-	586,968	-	586,968
Groundskeeping	-	497,556	-	497,556
Security	-	1,626,828	-	1,626,828
Insurance	3,230,000	-	-	3,230,000
Stadium Management Fee	-	253,000	-	253,000
<b>Shared Stadium Manager Expenses Subtotal</b>	<b>\$ 3,230,000</b>	<b>\$ 9,280,420</b>	<b>\$ -</b>	<b>\$ 12,510,420</b>
<b>Other Operating Expenses</b>				
SBL Sales and Service	\$ 2,089,000	\$ -	\$ -	\$ 2,089,000
Senior & Youth Fees (paid to City)	237,000	-	13,000	250,000
Ground Rent (paid to City)	460,000	-	-	460,000
Performance Rent (paid to City)	-	-	-	-
Discretionary Fund Expense	250,000	-	1,050,000	1,300,000
Utilities	1,444,000	-	-	1,444,000
Use of StadCo Tenant Improvements	48,000	-	34,000	82,000
Stadium Authority G&A	4,205,000	-	-	4,205,000
Naming Rights Commission	91,000	-	-	91,000
Legal Contingency	10,542,420	(9,280,420)	(1,172,989)	89,011
Other Expenses	723,000	-	-	723,000
<b>Other Operating Expenses Subtotal</b>	<b>\$ 20,089,420</b>	<b>\$ (9,280,420)</b>	<b>\$ (75,989)</b>	<b>\$ 10,733,011</b>
<b>Total Expenses</b>	<b>\$ 23,319,420</b>	<b>\$ -</b>	<b>\$ (75,989)</b>	<b>\$ 23,243,431</b>
<b>Transfers Out</b>				
Debt Service	\$ 40,984,580	\$ -	\$ 5,357,000	\$ 46,341,580
Discretionary Fund Reserve	287,000	-	355,000	642,000
Capital Expenditures Reserve	3,801,000	-	-	3,801,000
Operating Reserve	369,000	-	7,333,000	7,702,000
Renovation/Demolition Reserve	-	-	7,031,000	7,031,000
<b>Total Transfers Out</b>	<b>\$ 45,441,580</b>	<b>\$ -</b>	<b>\$ 20,076,000</b>	<b>\$ 65,517,580</b>
<b>Increase/(Decrease) in:</b>				
Operations and Maintenance Reserve	\$ 82,000	\$ -	\$ 8,459	\$ 90,459
Contingency Reserve	-	-	(11,366,540)	(11,366,540)
Discretionary Fund Reserve	-	-	(1,050,000)	(1,050,000)
Legal Contingency Reserve - Buffet Costs	-	-	2,075,070	2,075,070
Legal Contingency Reserve - Public Safety Costs	-	-	3,401,000	3,401,000
<b>Total Use of Funds</b>	<b>\$ 68,843,000</b>	<b>\$ -</b>	<b>\$ 13,068,000</b>	<b>\$ 81,911,000</b>

<sup>(1)</sup>Adjustments include previously approved budget amendments through February 28, 2023.

### ***Debt Service Budget***

The Stadium Authority's FY 2022/23 debt service revenue budget of \$2.1 million represents anticipated contributions from the Community Facilities District (CFD). CFD levies and collects a special hotel tax on hotel rooms within the CFD. All collections from the special CFD hotel taxes are contributed to Stadium Authority to pay down the CFD Advance. The CFD Advance is payable solely from amounts received by the Stadium Authority from the CFD. During the first three quarters, \$1.9 million was contributed by the CFD, or 87% of the annual budget.

Total Stadium Authority debt service expenses for the current reporting period were \$26.1 million, 61% of the budgeted amount. The debt service expenses for the CFD Advance, the Term A Loan, and the StadCo Subordinated Loan were \$1.7 million, \$22.8 million, and \$1.6 million, respectively.

As of December 31, 2022, the total outstanding amount of Stadium Authority debt had declined to \$264.4 million. This is a reduction in principal of \$15.9 million from the March 31, 2022 outstanding debt amount of \$280.3 million.

Additional details are shown in Tables 12 and 13 and Chart 1.

Table 12

# Santa Clara Stadium Authority

## Debt Service Budget Status Report

For the Period Ending December 31, 2022 and 2021

	Period Ending December 31, 2022					Period Ending December 31, 2021				
	Amended Budget	YTD Actuals	Budget to Actual Difference	% Received		Amended Budget	YTD Actuals	Budget to Actual Difference	% Received	
<b>Beginning Fund Balance</b>										
Required Debt Service Reserve	\$ 11,536,235	\$ 11,536,235	\$ -	100%		\$ 11,536,235	\$ 11,536,235	\$ -	100%	
Debt Service Reserve	12,532,334	15,154,711	(2,622,377)	121%		11,168,171	21,499,383	(10,331,212)	142%	
<b>Total Beginning Fund Balance</b>	<b>\$ 24,068,569</b>	<b>\$ 26,690,946</b>	<b>\$ (2,622,377)</b>	<b>111%</b>		<b>\$ 22,704,406</b>	<b>\$ 33,035,618</b>	<b>\$ (10,331,212)</b>	<b>124%</b>	
<b>Revenues</b>										
Contribution from CFD	\$ 2,124,000	\$ 1,852,202	\$ 271,798	87%		\$ 483,000	\$ 542,797	\$ (59,797)	29%	
<b>Total Revenues</b>	<b>\$ 2,124,000</b>	<b>\$ 1,852,202</b>	<b>\$ 271,798</b>	<b>87%</b>		<b>\$ 483,000</b>	<b>\$ 542,797</b>	<b>\$ (59,797)</b>	<b>29%</b>	
<b>Transfers In</b>										
Transfers In from Operating	\$ 40,984,580	\$ 26,229,762	\$ 14,754,818	64%		\$ 37,572,000	\$ 25,860,884	\$ 11,711,116	99%	
<b>Total Transfers In</b>	<b>\$ 40,984,580</b>	<b>\$ 26,229,762</b>	<b>\$ 14,754,818</b>	<b>64%</b>		<b>\$ 37,572,000</b>	<b>\$ 25,860,884</b>	<b>\$ 11,711,116</b>	<b>99%</b>	
<b>Total Source of Funds</b>	<b>\$ 67,177,149</b>	<b>\$ 54,772,910</b>	<b>\$ 12,404,239</b>	<b>82%</b>		<b>\$ 60,759,406</b>	<b>\$ 59,439,299</b>	<b>\$ 1,320,107</b>	<b>109%</b>	
	Amended Budget	YTD Actuals	Budget to Actual Difference	% Used		Amended Budget	YTD Actuals	Budget to Actual Difference	% Used	
<b>Expenses</b>										
CFD Advance	\$ 2,042,000	\$ 1,662,756	\$ 379,244	81%		\$ 483,000	\$ 1,273,677	\$ (790,677)	77%	
Term A Loan	25,494,000	22,801,072	2,692,928	89%		25,529,000	22,652,184	2,876,816	99%	
StadCo Subordinated Loan	15,490,580	1,653,713	13,836,867	11%		12,043,000	954,213	11,088,787	58%	
<b>Total Expenses</b>	<b>\$ 43,026,580</b>	<b>\$ 26,117,542</b>	<b>\$ 16,909,038</b>	<b>61%</b>		<b>\$ 38,055,000</b>	<b>\$ 24,880,074</b>	<b>\$ 13,174,926</b>	<b>95%</b>	
<b>Ending Fund Balance</b>										
Required Debt Service Reserve	\$ 11,536,235	\$ 11,536,235	\$ -	100%		\$ 11,536,235	\$ 11,536,235	\$ -	100%	
Debt Service Reserve	12,614,334	17,119,134	(4,504,800)	136%		11,168,171	23,022,991	(11,854,820)	134%	
<b>Total Ending Fund Balance</b>	<b>\$ 24,150,569</b>	<b>\$ 28,655,369</b>	<b>\$ (4,504,800)</b>	<b>119%</b>		<b>\$ 22,704,406</b>	<b>\$ 34,559,226</b>	<b>\$ (11,854,820)</b>	<b>121%</b>	
<b>Total Use of Funds</b>	<b>\$ 67,177,149</b>	<b>\$ 54,772,910</b>	<b>\$ 12,404,239</b>	<b>82%</b>		<b>\$ 60,759,406</b>	<b>\$ 59,439,299</b>	<b>\$ 1,320,107</b>	<b>109%</b>	

Table 13

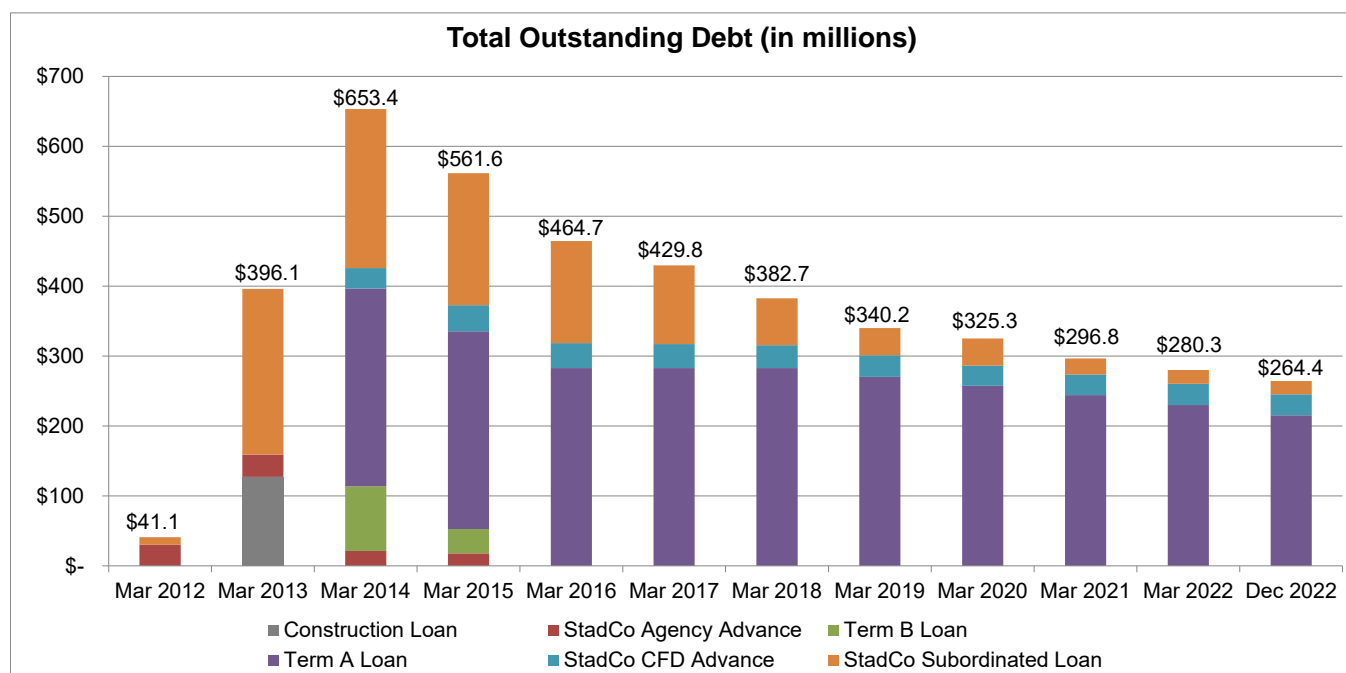
## Santa Clara Stadium Authority

### Debt Summary Report

Period Ending December 31, 2022

Type of Indebtedness	Interest Rates	Outstanding as of March 31, 2022		Net Change	Outstanding as of December 31, 2022	
Stadium Funding Trust Loan:						
Term A Loan	5.00%	\$	230,138,240	\$	(14,723,000)	\$ 215,415,240
StadCo CFD Advance	5.73%		30,374,502		(353,445)	30,021,057
StadCo Subordinated Loan	5.50%		19,800,950		(867,953)	18,932,997
Total		\$	280,313,692	\$	(15,944,398)	\$ 264,369,294

Chart 1





### ***Debt Service Budget – Recommended Budget Adjustments***

From time to time, budget adjustments may be necessary to align revenues or expenditures to actual or unexpected activity during the course of a fiscal year, known after the adoption of the Stadium Authority Budget.

On March 7, 2023, the Stadium Authority Board adopted the Santa Clara Stadium Authority FY 2023/24 Operating, Debt Service, and Capital Budget which also includes projected contribution, transfers in, and debt service payments for FY 2022/23. The following budget adjustments are requested based on the projected actuals reported:

- 1) Due to improved economy, an additional \$199,000 in Contribution from CFD is projected for FY 2022/23. A budget adjustment of \$199,000 million is needed to reflect the projected increase in both transient occupancy tax collections by the City's General Fund and CFD Advance payment.
- 2) Net of corresponding payments to the City's General Fund and various reserve contributions, revenues related budget adjustments requested under the Operating Budget above are projected to increase total source of funds by \$9.3 million. Of the additional \$9.3 million in source of funds, an additional \$5.4 million are projected to be transferred to the Debt Service Fund for StadCo Subordinated Loan pre-payment. A budget adjustment is needed to align with the projected actuals.

Additional details are shown in Table 14.

Table 14

## Santa Clara Stadium Authority

### 2022/23 Debt Service Budget Adjustment

	2022/23 Fiscal Year			
	Adopted Budget	Adjustments (Previously Approved)	Adjustments (New Requests)	Amended Budget
<b>Beginning Fund Balance</b>				
Required Debt Service Reserve	\$ 11,536,235	\$ -	\$ -	\$ 11,536,235
Debt Service Reserve	12,532,334	-	-	12,532,334
<b>Total Beginning Fund Balance</b>	<b>\$ 24,068,569</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 24,068,569</b>
<b>Revenues</b>				
Contribution from CFD	\$ 2,124,000	\$ -	\$ 199,000	\$ 2,323,000
<b>Total Revenues</b>	<b>\$ 2,124,000</b>	<b>\$ -</b>	<b>\$ 199,000</b>	<b>\$ 2,323,000</b>
<b>Transfers In</b>				
Transfers In from Operating	\$ 40,984,580	\$ -	\$ 5,357,000	\$ 46,341,580
<b>Total Transfers In</b>	<b>\$ 40,984,580</b>	<b>\$ -</b>	<b>\$ 5,357,000</b>	<b>\$ 46,341,580</b>
<b>Total Source of Funds</b>	<b>\$ 67,177,149</b>	<b>\$ -</b>	<b>\$ 5,556,000</b>	<b>\$ 72,733,149</b>
<b>Expenses</b>				
CFD Advance	\$ 2,042,000	\$ -	\$ 199,000	\$ 2,241,000
Term A Loan	25,494,000	-	-	25,494,000
StadCo Subordinated Loan	15,490,580	-	5,357,000	20,847,580
<b>Total Expenses</b>	<b>\$ 43,026,580</b>	<b>\$ -</b>	<b>\$ 5,556,000</b>	<b>\$ 48,582,580</b>
<b>Ending Fund Balance</b>				
Required Debt Service Reserve	\$ 11,536,235	\$ -	\$ -	\$ 11,536,235
Debt Service Reserve	12,614,334	-	-	12,614,334
<b>Total Ending Fund Balance</b>	<b>\$ 24,150,569</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 24,150,569</b>
<b>Total Use of Funds</b>	<b>\$ 67,177,149</b>	<b>\$ -</b>	<b>\$ 5,556,000</b>	<b>\$ 72,733,149</b>

### ***Capital Improvement Project Budget***

As part of the Capital Expense (“CapEx”) Plan, the following projects have been completed as of the current reporting period:

- Financial Management Information System Project
- Emergency Recycled Water Line Repair Project
- Command Post Communication Equipment
- Gold Lot 4 and 5 Lighting
- Rust Prevention Mitigation CapEx Project
- Mechanical and Electrical Closet Lighting CapEx Project
- License Plate Reader at Vehicle Entry Gates
- Mobile Security Closed Circuit Television

The following CapEx projects are currently in progress and expected to be completed by the end of the fiscal year:

- Stadium Insulation CapEx Project
- Non-Slip Floor Matting CapEx Project
- Lift Station CapEx Project
- Loading Dock Lighting CapEx Project

The CIP Budget increased from \$21.7 million to \$23.1 million in the current reporting period. A total of \$2.3 million has been spent in FY 2022/23, which amounts to 10% of the budget. The main reasons that this is below budget are little activity on warranty work which makes up 7% of the CIP Budget and delays in projects due to staffing shortage from the contractors as a result of COVID-19.

On August 31, 2022, the Stadium Authority entered into a settlement agreement with StadCo and Stadium Manager over disputes regarding the Operating and Management Expenses, Shared Expenses, and Capital Expenditures that were previously withheld. As part of the settlement, in regard to Capital Expenditures, the Stadium Authority agreed to discontinue the current practice of withholding payment for Capital Expenditures subject to the review and approval of the prevailing wage documentation by Stadium Authority’s labor law compliance consultant. Under the Settlement Agreement, Stadium Manager further confirmed its obligation to comply with applicable laws, including Prevailing Wage Laws, and Stadium Manager also implemented its new internal Prevailing Wage Laws compliance policy and procedures. Accordingly, the Stadium Authority will process the invoice payments as they come in.

Additional details are shown below in Table 15.

Table 15

# Santa Clara Stadium Authority

## CIP Budget Status Report

For the Period Ending December 31, 2022 and 2021

	Period Ending December 31, 2022				Period Ending December 31, 2021			
	Amended Budget	YTD Actuals	Budget to Actual Difference	% Received	Amended Budget	YTD Actuals	Budget to Actual Difference	% Received
<b>Beginning Fund Balances</b>	<b>\$ 22,103,296</b>	<b>\$ 23,001,058</b>	<b>\$ (897,762)</b>	<b>104%</b>	<b>\$ 19,438,420</b>	<b>\$ 20,805,741</b>	<b>\$ (1,367,321)</b>	<b>107%</b>
<b>Transfers In</b>								
Transfers In from Operating	\$ 3,800,310	\$ -	\$ 3,800,310	0%	\$ 3,940,000	\$ -	\$ 3,940,000	0%
<b>Total Transfers In</b>	<b>\$ 3,800,310</b>	<b>\$ -</b>	<b>\$ 3,800,310</b>	<b>0%</b>	<b>\$ 3,940,000</b>	<b>\$ -</b>	<b>\$ 3,940,000</b>	<b>0%</b>
<b>Total Source of Funds</b>	<b>\$ 25,903,606</b>	<b>\$ 23,001,058</b>	<b>\$ 2,902,548</b>	<b>89%</b>	<b>\$ 23,378,420</b>	<b>\$ 20,805,741</b>	<b>\$ 2,572,679</b>	
	Amended Budget	YTD Actuals	Budget to Actual Difference	% Used	Amended Budget	YTD Actuals	Budget to Actual Difference	% Used
<b>Expenses</b>								
Construction	\$ 13,922,934	\$ 1,711,691	\$ 12,211,243	12%	\$ 6,743,911	\$ 349,469	\$ 6,394,442	5%
Equipment	6,598,582	618,029	5,980,553	9%	5,991,621	448,797	5,542,824	7%
Contingency	962,743	-	962,743	0%	623,935	-	623,935	0%
Stadium Warranty Related Construction	1,528,202	-	1,528,202	0%	1,528,202	-	1,528,202	0%
<b>Total Expenses</b>	<b>\$ 23,012,461</b>	<b>\$ 2,329,720</b>	<b>\$ 20,682,741</b>	<b>10%</b>	<b>\$ 14,887,669</b>	<b>\$ 798,266</b>	<b>\$ 14,089,403</b>	<b>5%</b>
<b>Ending Fund Balance</b>	<b>\$ 2,891,145</b>	<b>\$ 20,671,338</b>	<b>\$ (17,780,193)</b>	<b>715%</b>	<b>\$ 8,490,751</b>	<b>\$ 20,007,475</b>	<b>\$ (11,516,724)</b>	<b>236%</b>
<b>Total Use of Funds</b>	<b>\$ 25,903,606</b>	<b>\$ 23,001,058</b>	<b>\$ 2,902,548</b>	<b>89%</b>	<b>\$ 23,378,420</b>	<b>\$ 20,805,741</b>	<b>\$ 2,572,679</b>	<b>89%</b>

### ***CIP Budget – Recommended Budget Adjustments***

From time to time, budget adjustments may be necessary to align revenues or expenditures to actual or unexpected activity during the course of a fiscal year, known after the adoption of the Stadium Authority Budget. As of the timing of the publication of this report, additional information from FY 2022/23 has resulted in recommended budget adjustments as follows:

- 1) Enclosed Trailer CapEx Project – The Police Department received approved budget of \$15,283 to purchase an enclosed trailer that will better protect existing mules from the elements. The opening of the original trailer design had incorrect size and dimensions, and an alternative trailer design was subsequently tested and selected. A budget adjustment is needed to increase this line item by \$1,139 to \$16,422.
- 2) Crestron Control & Building Operating System Upgrades CapEx Project – In FY 2021/22, ManCo received approved budget of \$10,000 to upgrade system for monitoring HVAC, lighting, electrical, and fire alarms. A portion of the upgrades were anticipated to complete in FY2021/22, and only \$4,001 were carried over to FY 2022/23 budget. This project experienced delays and some of the upgrades anticipated to complete in FY 2021/22 were completed during FY 2022/23. A budget adjustment is needed to increase this line item by \$2,519 to \$6,520.

Additional details are shown in Table 16.

Table 16

## Santa Clara Stadium Authority

### 2022/23 CIP Budget Adjustment

	2022/23 Fiscal Year			
	Adopted Adopted Budget	Adjustments <sup>(1)</sup> (Previously Approved)	Adjustments (New Requests)	Amended Amended Budget
<b>Beginning Fund Balances</b>	\$ 22,103,296	\$ -	\$ -	\$ 22,103,296
<b>Transfers In</b>				
Transfers In from Operating	\$ 3,800,310	\$ -	\$ -	\$ 3,800,310
<b>Total Transfers In</b>	<b>\$ 3,800,310</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 3,800,310</b>
<b>Total Source of Funds</b>	<b>\$ 25,903,606</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 25,903,606</b>
<b>Expenses</b>				
Construction	\$ 12,699,189	\$ 1,223,745	\$ -	\$ 13,922,934
Equipment	6,555,678	42,904	3,658	6,602,240
Contingency	962,743	-	-	962,743
Stadium Warranty Related Construction	1,528,202	-	-	1,528,202
<b>Total Expenses</b>	<b>\$ 21,745,812</b>	<b>\$ 1,266,649</b>	<b>\$ 3,658</b>	<b>\$ 23,016,119</b>
<b>Ending Fund Balance</b>	<b>\$ 4,157,794</b>	<b>\$ (1,266,649)</b>	<b>\$ (3,658)</b>	<b>\$ 2,887,487</b>
<b>Total Use of Funds</b>	<b>\$ 25,903,606</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 25,903,606</b>

<sup>(1)</sup>Adjustments include previously approved budget amendments through February 28, 2023.

## City of Santa Clara Net General Fund Impact

During the current reporting period there was a total of \$1.1 million that was contributed to the General Fund as shown in Table 17. This section of the report also provides information on General Fund revenue and expenditure impacts resulting from the stadium.

Table 17

### City of Santa Clara Net General Fund Impact For Stadium Authority Fiscal Year to Date Ending December 31, 2022

Ground Rent	\$	460,000
Performance Rent		-
Senior and Youth Fee		218,661
Tasman Lots Parking Fee		-
Sales Tax		447,278
<b>Total Net General Fund Impact</b>	<b>\$</b>	<b>1,125,939</b>

#### ***Public Safety and Administrative Cost Reimbursement***

As described in earlier sections of this report, costs incurred by the City on NFL and Non-NFL Events are tracked and billed to the Stadium Manager. Reimbursements are monitored and included in this report. Public safety costs incurred in support of NFL and Non-NFL events occurring in FY2022/23 totaled \$4 million and \$2.5 million, respectively. These reimbursements come from a combination of payments from the Stadium Manager and the offsite parking fees that were collected. The City has received \$2.3 million in reimbursements as of the end of February 2022.

In addition to public safety costs, administrative costs are also tracked and billed to the Stadium Authority. These include the cost of providing overall stadium management, financial, human resource, legal, and other services to the Stadium Authority. In the first three quarters of FY 2022/23, a total of \$1.1 million of administrative costs were incurred by the General Fund, which have been reimbursed to the City.

#### ***Rents and Senior and Youth Fee***

As noted above the City's General Fund collected ground rent of \$460,000. Additionally, the Senior and Youth Fee generated \$219,000, of which the entire amount forwarded to the City in support of senior and youth programs. See the Glossary for more information on these revenues and how they are calculated.

#### ***Other Revenue Impacts***

General Fund sales tax, property tax, and transient occupancy tax (TOT) collections have benefited from the direct and indirect economic activity related to stadium events.

Food and beverage concession sales and merchandise sales at Levi's® Stadium are taxable, resulting in sales tax revenue for the City. The last three quarters of sales tax collections from Levi's® Stadium transactions generated \$447,000 for the City's General Fund. In addition to the direct sellers at the Stadium, other businesses in Santa Clara are benefiting from the influx of people coming to attend one or more events at Levi's® Stadium, resulting in more sales tax collections for the General Fund.

In accordance with State Law, StadCo must pay possessory interest property tax based on their lease of Levi's® Stadium from the Stadium Authority. This revenue is collected by the county and placed into the Redevelopment Property Tax Trust Fund (RPTTF). Amounts remaining in the RPTTF after paying any enforceable obligations of the Successor Agency are distributed to taxing entities in the same proportion as secured property taxes. The City's proportion is approximately 10%.

Many stadium events bring travelers to the region, resulting in hotel stays which generate TOT collections for the City's General Fund. Although it is difficult to determine the portion of the City's TOT collections that are attributable to the stadium, it is clear that hotels both inside and outside the City have benefited, resulting in increases in TOT collections in Santa Clara and our neighboring cities. We continue to work with the hotels and Discover Santa Clara to survey and provide projections regarding TOT collections that result from Levi's® Stadium events.



## Glossary

This section of the report provides details behind key terms that are used in the body of this report.

**Discretionary Fund** – The Amended and Restated Stadium Lease Agreement describes the Non-NFL Event ticket surcharge which is imposed by the Stadium Authority. All promoters or sponsors of ticketed Non-NFL Events are required to collect a Non-NFL ticket surcharge of \$4 per ticket on behalf of the Stadium Authority. One-half of these proceeds are used to cover Stadium Authority operating and maintenance costs. The other one-half of the proceeds are deposited in the Stadium Authority's discretionary fund. If at any time the discretionary fund balance exceeds \$1 million, then in consultation with the Stadium Manager, the Stadium Authority will determine if provision has been made for replacement and improvement of capital improvements contemplated under the public safety plan. If not, then funds will be reserved in the discretionary fund for such purposes. If adequate provision has been made for these items and the balance of the discretionary fund still exceeds \$1 million, then up to half of the amount over \$1 million can be transferred to the General Fund, in which event an equal amount will also be transferred from the discretionary fund to the Stadium Authority operating fund and will be included as revenue available to pay Stadium Authority expenses.

**Ground Lease** – The Ground Lease Agreement has an initial term of 40 years commencing on the date of substantial completion which was July 31, 2014. The amount of annual base ground rent that is payable by the Stadium Authority to the City is noted in Table 18 below.

Table 18

Lease Year	Fiscal Year	Annual Fixed Ground Rent
1	2014/15	\$ 180,000
2	2015/16	\$ 215,000
3	2016/17	\$ 250,000
4	2017/18	\$ 285,000
5	2018/19	\$ 320,000
6	2019/20	\$ 355,000
7	2020/21	\$ 390,000
8	2021/22	\$ 425,000
9	2022/23	\$ 460,000
10	2023/24	\$ 495,000
11-15	2024/25 - 2028/29	\$ 1,000,000
16-20	2029/30 - 2033/34	\$ 1,100,000
21-25	2034/35 - 2038/39	\$ 1,200,000
26-30	2039/40 - 2043/44	\$ 1,300,000
31-35	2044/45 - 2048/49	\$ 1,400,000
36-40	2049/50 - 2053/54	\$ 1,500,000

**Net Non-NFL Event Revenue** – Net Non-NFL Event revenue is remitted by the Stadium Manager to the Stadium Authority on a yearly basis. This is done annually because the

final reconciliation of the Non-NFL event revenues and expenses does not occur until after the conclusion of each fiscal year.

**NFL Ticket Surcharge** – The Amended and Restated Non-Relocation Agreement states that the Team will collect a 10% NFL ticket surcharge on the price of admission to all NFL games on behalf of Stadium Authority.

**Non-NFL Event Ticket Surcharge** – The Stadium Lease Agreement requires that the promoter or sponsor of any Non-NFL Event collect a Non-NFL Event ticket surcharge of \$4 per ticket. The Lease Agreement sets aside one-half of the Non-NFL ticket surcharge for stadium operating and maintenance costs and one-half for discretionary expenses of the Stadium Authority.

**Offsite Parking Fees** – Parking lot operators who wish to operate a parking lot for sports or entertainment venues are required to go through the City's permitting process. If approved, per the City's Municipal Fee Schedule, these operators remit an offsite parking fee for each car that is parked for sports or entertainment events. This fee is designed to recover the public safety costs associated with these permitted offsite parking lots. Therefore, when invoicing for NFL or Non-NFL public safety costs for a particular event held at Levi's® Stadium, the offsite parking fee that is collected for said event partly offsets the total public safety costs owed for that event. In the City's FY 2022/23 (July 1, 2022 through June 30, 2023) the offsite parking fee is \$6.13.

**Performance-Based Rent** – The Amended and Restated Stadium Lease Agreement and the Ground Lease Agreement both describe the performance-based rent that is due to the City. (It is calculated as 50% of the net income from Non-NFL events less performance-based rent credits. The performance-based rent credits include 50% of the fixed ground rent for the current lease year.)

**Public Safety Costs** – For each NFL and Non-NFL Event held at Levi's® Stadium, a public safety plan is developed and implemented. Multiple City departments provide staffing, materials, and supplies to support the public safety plan. Services are provided through a combination of City staff, contracts with other agencies (California Highway Patrol, County Sheriff's Office, and City of Sunnyvale) and some vendor provided services.

The Amended and Restated Stadium Lease Agreement section 7.5 states that the tenant is responsible for reimbursing the City for the public safety costs attributed to NFL events at Levi's® Stadium. Additionally, Article 5 of the Stadium Management Agreement notes that the Stadium Manager is responsible for paying Non-NFL Event expenses on behalf of the Stadium Authority. Therefore, the cost of providing public safety services are tracked through the City's financial system and invoices are sent to the Stadium Manager. All of these costs are reimbursed to the City of Santa Clara.

**Senior and Youth Program Fees** – The Amended and Restated Stadium Lease Agreement requires that StadCo collect a Senior and Youth Program Fee of \$0.35 per

NFL ticket sold on behalf of the Stadium Authority. Per section 8.2 of the Ground Lease Agreement between the City and the Stadium Authority, the Stadium Authority remits this fee to the City as additional rent to support senior and youth programs in the City.

**Stadium Management Fee** – The Stadium Manager receives an annual base management fee to manage Levi's® Stadium. The fee was \$400,000 in the first lease year and increases by 3% annually as detailed in the table below. This annual base management fee is split 50/50 between StadCo and the Stadium Authority since the Stadium Manager manages the stadium year-round for both entities. In addition to the base management fee, the Stadium Manager also receives a stadium marketing and booking fee (incentive fee) which is based on a percentage of the amount that the net income from Non-NFL Events exceeds the marketing and booking fee benchmark. The marketing and booking fee benchmark was \$5 million in the first lease year and also increases by 3% annually as detailed in the table below. The annual stadium management fee for each of the first ten lease years are noted in Table 19 below.

Table 19

Fiscal Year	Lease Year	Annual Base Stadium Management Fee (SCSA Share)	Stadium Marketing and Booking Fee Benchmark	Net Income from Non-NFL Events	Additional Stadium Marketing and Booking Fee	Total Stadium Management Fee
2014/15	1	\$ 200,000	\$ 5,000,000	\$ 5,207,553	\$ 10,378	\$ 210,378
2015/16	2	206,000	5,150,000	6,079,016	46,451	252,451
2016/17	3	212,180	5,304,500	5,316,894	620	212,800
2017/18	4	218,545	5,463,635	5,163,329	-	218,545
2018/19	5	225,102	5,627,544	18,591	-	225,102
2019/20	6	231,855	5,796,370	(2,741,014)	-	231,855
2020/21	7	238,810	5,970,261	(476,960)	-	238,810
2021/22	8	245,975	6,149,369	(288,741)	-	245,975
2022/23 <sup>(1)</sup>	9	253,354	6,333,850	7,262,000	92,815	346,169
2023/24	10	260,955	6,523,866	To be determined		

<sup>(1)</sup> Net income from Non-NFL events for FY2022/23 is projected

**Tasman Lots Parking Fees** – The City collects a fee of \$5 per space for all cars that are parked on the Tasman surface lots during NFL events.



## Agenda Report

23-308

Agenda Date: 3/21/2023

### REPORT TO STADIUM AUTHORITY BOARD

#### SUBJECT

Request from the Stadium Manager to Execute Agreement with ADT Commercial for Fire Sprinkler Testing, Inspection, and Maintenance Services at Levi's Stadium

#### BOARD PILLAR

Ensure Compliance with Measure J and Manage Levi's Stadium

#### DISCUSSION

On February 21, 2023, the Stadium Manager submitted a Recommendation for Award memo and supporting documents to request approval to execute an agreement with ADT Commercial to provide fire sprinkler testing, inspection, and maintenance services for a three-year period beginning April 1, 2023 through March 31, 2026, with the option to extend the agreement for two additional one-year periods subject to approval of the Stadium Authority, in an amount not to exceed \$66,000 for the first contract year, \$92,000 for the second contract year (includes a 5-year testing), and \$70,000 for the third contract year for a total not to exceed \$228,000 over the three-year period. Since the renewal term extends beyond a single fiscal year, the term for subsequent fiscal years is conditioned upon approval of the Stadium Authority budget for the applicable fiscal year that includes the amounts due under the agreement as required under Santa Clara City Code Section 17.30.100.

The Stadium Manager's Recommendation for Award memo describes the request and Request for Proposals (RFP) process that was implemented in more detail. These costs will be charged as Stadium Authority Fiscal Year 2023/24 Shared Stadium Manager Expenses (Shared Expenses) for the Engineering Department. Shared Expenses are split between the Stadium Authority and Forty Niners SC Stadium Company LLC (StadCo) per the Stadium Management Agreement between Stadium Authority, StadCo, and Stadium Manager.

#### ATTACHMENTS

1. Stadium Manager's Recommendation for Award Memo
2. Draft Agreement with ADT Commercial



## FORTY NINERS STADIUM MANAGEMENT COMPANY

Date: February 21, 2023

To: Executive Director  
Santa Clara Stadium Authority

From: Jenti Vandertuig  
Procurement Director

CC: Jim Mercurio  
Executive Vice President and General Manager

Subject: Recommendation for Award for Fire Sprinkler Testing, Inspection and  
Maintenance Services at Levi's Stadium

### **Recommendation**

Recommend approval and award an agreement to ADT Commercial to provide fire sprinkler testing, inspection and maintenance services at Levi's Stadium for a three-year period, to commence on April 1, 2023 and expire on March 31, 2026, with an option to extend the agreement for two additional one year periods. The amount of the agreement shall not exceed \$66,000 for the first year of the contract. Total compensation, in the aggregate, shall not exceed \$228,000 over the three-year period. The term for subsequent fiscal years shall be conditioned upon approval of the Santa Clara Stadium Authority (SCSA) budget for the applicable fiscal year that includes the amounts due under this contract.

### **RFP Process**

Forty Niners Stadium Management Company LLC (Stadium Manager) provides management services for Levi's Stadium (Stadium) on a continual, year around basis, including overseeing the day-to-day operations and maintenance of the Stadium. Fire sprinkler testing, inspection and maintenance services is required through a third party to ensure that all testing, inspection and maintenance for the fire sprinkler systems and the dry systems at the Stadium are completed in accordance with the standards set forth by the National Fire Protection Association.

On January 4, 2023, Stadium Manager issued Request for Proposals (RFP) to select qualified firms for fire sprinkler testing, inspection and maintenance services at Levi's Stadium. Stadium Manager published the RFP on Bonfire Interactive, Stadium Manager's eProcurement portal <https://49ers.bonfirehub.com/portal/>. In addition to inviting a list of firms on our established supplier list, we also selected suppliers registered on the portal with specific commodity codes offering such services. Addendum #1 was issued on January 12, 2023 to extend the due date and time for receipt of proposals. The RFP closed on January 24, 2023 at 3:00 p.m. (PT).

Three proposals were received from the following firms on or before the RFP due date and time:

1. ADT Commercial
2. RLH Fire Protection
3. Sabah International

### **Evaluation Process**

An evaluation committee (EC) consisting of subject matter experts was formed. An evaluators' guide outlining the roles and responsibilities of the EC was provided to each EC member to review and execute the following forms to ensure that there was no conflict of interest in evaluating the proposals:

- Proposal Evaluator Guidelines
- Confidentiality Agreement
- Conflict of Interest Disclosure Form

The EC evaluated the proposals utilizing the evaluation criteria as outlined in the RFP. All three firms met the basic requirements of the RFP submissions. Individual scores were utilized to compute an "average score," summarized below:

<b>Evaluation Criteria and Maximum Points</b>	<b>ADT</b>	<b>RLH</b>	<b>Sabah</b>
Proposal Responsiveness	Pass	Pass	Pass
Experience (35%)	35%	23%	35%
Technical and Service Capability (35%)	33%	18%	18%
Cost (30%)	30%	24%	18%
<b>Total</b>	<b>98%</b>	<b>64%</b>	<b>71%</b>

Pursuant to the initial evaluation, Stadium Manager conducted a cost clarification meeting with the highest rated proposer, ADT Commercial. Stadium Manager was able to negotiate the labor rates for hourly and overtime work for additional services. ADT Commercial was determined to be the highest ranking proposer offering best value.

### **Notice of Intended Award**

A notice of intended award (NOIA) was issued on February 21, 2023, announcing Stadium Manager's recommended firm. The RFP process includes a seven-day protest period, which commenced with the issuance of the NOIA.

### **Submission of Post-Award Submittals**

Once Stadium Manager receives approval from the SCSA Board, the agreement will be executed by both parties and a copy forwarded to the Board. Supporting documentation has been provided for review and approval.

### **Budget**

The breakdown of costs are as follows for the three year period:

Total not to exceed amount for three years: \$228,000

Year One – 4/1/23 through 3/31/24 - \$66,000

Year Two – 4/1/24 through 3/31/25 - \$92,000 inclusive of 5-year testing

Year Three – 4/1/25 through 3/31/26 - \$70,000

The cost for this service is covered in the FY23/24 SCSA Budget, Engineering Department budget, as a shared expense.

Submitted By:  Date: 2/21/2023  
Jenti Vandertuig, Procurement Director

**LEVI'S STADIUM GENERAL SERVICES AGREEMENT  
BY AND BETWEEN  
FORTY NINERS STADIUM MANAGEMENT COMPANY LLC  
AND  
ADT COMMERCIAL**

This Agreement for the Performance of Services ("Agreement") is made and entered into on **April 1, 2023** ("Effective Date") by and between **ADT COMMERCIAL**, a California corporation with its principal place of business at [insert address] ("Contractor"), and the FORTY NINERS STADIUM MANAGEMENT COMPANY LLC, a Delaware limited liability company ("Stadium Manager"), with its principal place of business 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 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 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 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 November 13, 2012, that certain Second Amendment to Stadium Management Agreement dated May 9, 2013, that certain Third Amendment to Stadium Management Agreement dated June 19, 2013, and that certain Fourth Amendment to Stadium Management Agreement dated 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 maintain and operate the Stadium and areas surrounding the Stadium, and, accordingly, desires to secure the general services generally consisting of [insert type of general service] as more fully described in **Exhibit A**, entitled "Scope of Services" (the "Services"), attached hereto and incorporated herein by this reference.
- F. Contractor represents that it, and its subcontractors, if any, have the professional qualifications, expertise, necessary licenses / certifications / permits, and desire to provide the Services 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. The Stadium Manager and Contractor desire to enter into this Agreement whereby Contractor will perform the Services subject to the terms and conditions of this Agreement, the Ground Lease, the Stadium Lease and the Stadium Management Agreement.

## **TERMS**

### **1. DEFINITIONS.**

- A. **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 "controlling" and "controlled" have meanings correlative to the foregoing.
- B. **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.
- C. **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.
- D. **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.
- E. **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," "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.
- F. **Person:** shall mean any individual, corporation, partnership, limited liability company, association, trust or other entity whatsoever.

### **2. 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.

### 3. SERVICES TO BE PROVIDED.

- A. The Recitals above and all of the exhibits and schedules referenced in this Agreement are attached and are incorporated herein by this reference.
- B. Contractor promises and agrees to furnish to the Stadium Manager all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately perform the Services as described in this Agreement including, without limitation, **Exhibit A** attached hereto.
- C. Stadium Manager may, at its discretion, 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.
- D. Except as expressly provided herein, 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, if applicable), and training. As described in greater detail in Section [8.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.
- E. 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.
- F. 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 to cooperate and assist Stadium Manager in providing the Services.
- G. 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.

### 4. COMMENCEMENT OF SERVICES.

Contractor shall begin providing the Services on the Effective Date. Contractor shall provide the Services as described in **Exhibit A** and shall complete all Services during the Term consistent with

any milestones specified in this Agreement. The Parties may adjust any performance milestones, service schedules or commencement dates by mutual written agreement.

## **5. QUALIFICATIONS OF CONTRACTOR – STANDARD OF WORKMANSHIP.**

- A. Contractor represents and maintains that it has the necessary expertise in the professional calling 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. Any plans, designs, specifications, estimates, calculations, reports, and other documents required to be furnished by Contractor under this Agreement shall be of a quality acceptable to Stadium Manager. To be accepted as provided under this Agreement, any such deliverable 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 deliverable shall be that used by Stadium Manager for similar services.

## **6. TERM OF AGREEMENT.**

The term of this Agreement (the "Term") shall begin on the Effective Date and terminate on March 31, 2026 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. All Services contained herein shall be completed prior to the end of the Term of this Agreement. Subject to the prior approval of the Stadium Authority, the Stadium Manager shall have the option, in its sole discretion, to extend the Term for two additional one (1) year periods by notifying Contractor in writing of Stadium Manager's desire to exercise said option prior to the expiration of the then-current Term.

## **7. 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 may make corrections or replace Services and charge Contractor for the cost incurred by Stadium Manager.

## **8. 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.
- 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 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 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 [23.A](#) below) arising out of its use, generation or storage of Hazardous Substances at the Stadium.
- H. Contractors acknowledges and agrees that Services performed under this Agreement shall not create any right of lien for Contractor at the Stadium, which is a publicly owned building. Contractor hereby waives and releases any right of lien against Stadium Manager, StadCo, the Authority, the City, and the Stadium for the Services or any other work performed by Contractor at the Stadium during the Term of this Agreement.
- I. If required by Applicable Laws, Contractor shall file a payment bond for one hundred percent of the total amount payable hereunder with and approved by Stadium Manager.

**9. 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.

**10. 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.

**11. 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.
- 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 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.

- ii. Intentionally Left Blank.
- 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.

## **12. COMPENSATION AND PAYMENT.**

- A. In consideration for Contractor's performance of the Services in accordance with the requirements of this Agreement, Stadium Manager shall pay Contractor for all materials provided and services rendered by Contractor in the amount(s) set forth in **Exhibit B**, entitled "Contractor Compensation and Fees."

- B. Contractor will invoice Stadium Manager for fees as set forth in **Exhibit B**, subject to verification by Stadium Manager. Except as otherwise expressly provided in **Exhibit B**, Stadium Manager will pay Contractor within thirty (30) days of Stadium Manager's receipt of a valid invoice.

### **13. 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 [14](#); (v) Contractor fails to obtain and/or maintain required licenses and permits under Section [8.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 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 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 this Agreement 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.

- D. The Parties acknowledge and agree that in the event that any permit required to be obtained by Stadium Manager for the full performance of the Services is not obtained by within a reasonable amount of time following the Effective Date, Stadium Manager shall have the right in its sole discretion to terminate this Agreement upon written notice to Contractor. Upon such termination, the Parties shall mutually agree upon any remaining payment by or refund to Stadium Manager in good faith. In no event shall Stadium Manager be responsible for any labor or other costs for services not yet performed by Contractor at the time of the notice of termination

#### **14. 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 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 as deemed appropriate in the Stadium Manager's sole discretion.

#### **15. 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.

#### **16. 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.

**17. 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, 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.

**18. 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 Stadium Manager on behalf of 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, including this Agreement and its terms.

**19. NO 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, Levi's Stadium®, the San Francisco 49ers, 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.

**20. 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.

**21. 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 made by Contractor in connection with Contractor compensation under this Agreement, including termination of Contractor. Contractor agrees to maintain sufficient books and records in

accordance with generally accepted accounting principles to establish the correctness of all charges submitted to Stadium Manager. Any expenses not so recorded shall be disallowed by Stadium Manager.

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.

**22. FAIR EMPLOYMENT.**

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.

**23. 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 (collectively, "**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 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.

**24. INSURANCE REQUIREMENTS.**

During the term of this Agreement, and for any longer time period set forth in **Exhibit C** entitled "Insurance Requirements" and attached hereto and incorporated herein by this reference, 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 required in **Exhibit C**.

**25. AMENDMENTS.**

This Agreement may be amended only with the written consent of both Parties.

**26. 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.

**27. 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.

**28. 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

**29. NOTICES.**

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

Attention: Jim Mercurio, Vice President  
Address: Forty Niners Stadium Management Company LLC  
4900 Marie DeBartolo Way  
Santa Clara, CA 95054

With a copy to: Legal Affairs  
Forty Niners Stadium Management Company LLC  
4949 Marie P. DeBartolo Way  
Santa Clara, CA 95054

And to Contractor as follows:

Attention: [insert name/title or department]  
Address: [insert contractor name]  
[insert address]  
[insert address]

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.

**30. 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.

**31. 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.

**32. 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.
- 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) provided the Parties may mutually 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 Contract Code.

**33. COMPLIANCE WITH ETHICAL STANDARDS.**

By executing this Agreement, Contractor promises and agrees that it and all of its members, officers, employees, agents, subcontractors and authorized representatives will comply with the "Ethical Standards for Contractors Seeking to Enter into an Agreement with Stadium Manager" attached hereto as **Exhibit D** and incorporated herein by this reference.

**34. 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.

**35. LABOR COMPLIANCE REQUIREMENTS.**

- A. Contractor is aware of the requirements of California Labor Code Section 1720 et seq., and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. Since the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. Stadium Manager shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement upon request. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request and shall post copies at Contractor's principal place of business and at the project site. Contractor shall defend, indemnify and hold the Indemnified Parties free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. Contractor and any subcontractor shall forfeit a penalty of up to \$200 per calendar day or portion thereof for each worker paid less than the prevailing wage rates.
- B. When Contractor employs workmen in an apprenticeable craft or trade, Contractor shall comply with the provisions of Section 1777.5 of the California Labor Code with respect to the employment of properly registered apprentices upon public works. The primary responsibility for compliance with said Section for all apprenticeable occupations shall be with Contractor. The Contractor or any subcontractor that is determined by the Labor Commissioner to have knowingly violated Section 1777.5 shall forfeit as a civil penalty an amount not exceeding \$100 for each full calendar day of noncompliance, or such greater amount as provided by law.
- C. Contractor is advised that eight (8) hours labor constitutes a legal day's work. Pursuant to Section 1813 of the California Labor Code, Contractor shall forfeit a penalty of \$25.00 per worker for each day that each worker is permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week, except when payment for overtime is made at not less than one and one half (1 1/2) times the basic rate for that worker.
- D. Contractor and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. The payroll records shall be certified and shall be available for inspection at all reasonable hours at the principal office of Contractor in the manner provided in Labor Code Section 1776. In the event of noncompliance with the requirements of this Section, Contractor shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects such Contractor must comply with this Section. Should noncompliance still be evident after such 10-day period, Contractor shall, as a penalty to Stadium Manager, forfeit not more than \$100.00 for each calendar day or portion thereof, for each worker, until strict compliance is effectuated. The amount of the forfeiture is to be determined by the Labor Commissioner. A contractor who is found to have violated the provisions of law regarding wages on public works with the intent to defraud shall be ineligible to bid on public works contracts for a period of one to three years as determined by the Labor Commissioner. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from progress payments then due. The responsibility for compliance with this Section is on Contractor. The requirement to submit certified payroll records directly to the Labor

Commissioner under Labor Code Section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

- E. Pursuant to Labor Code Sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. No bid will be accepted, nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. Contractor is directed to review, fill out and execute the "Public Works Contractor Registration Certification" attached hereto as **Exhibit E** and incorporated herein by this reference prior to Agreement execution. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.
- F. This Agreement is subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be the Contractor's sole responsibility to evaluate and pay the cost of complying with all labor compliance requirements under this Agreement and applicable law. Any stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor that affect Contractor's performance of Services, including any delay, shall be Contractor's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Contractor caused delay subject to any applicable liquidated damages and shall not be compensable by the Stadium Manager. Contractor shall defend, indemnify and hold the Indemnified Parties free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor.
- G. It shall be Contractor's sole responsibility to comply with, and maintain adequate records of its adherence to, all applicable state prevailing wage requirement. Contractor is responsible for maintaining and providing the following documentation to Stadium Manager for review and approval within the timeframes specified below.
  - i. Division of Apprenticeship Standards (DAS) 140 Form (applicable if the compensation paid or to be paid to Contractor is \$30,000 or more). Contractor, on behalf of itself and its subcontractors, must provide a copy of DAS 140 forms filed with the appropriate apprenticeship committee(s) the earlier of Contractor's first application for payment for Services performed under this Agreement or ten (10) days of Agreement execution.
  - ii. DAS 142 Form (applicable if the compensation paid or to be paid to Contractor is \$30,000 or more). Contractor, on behalf of itself and its subcontractors, must provide a copy of DAS 142 forms filed with the appropriate apprenticeship committee(s) or evidence of an approved exemption with its first application for payment for Services involving an apprenticeable craft or trade classification – additional DAS 142 forms or evidence of approved exemptions must be provided following this initial submission with future applications for payment in the event those applications are for Services involving an apprenticeable craft or trade classification not covered under the first application for payment.
  - iii. California Apprenticeship Council (CAC) Form CAC-2; Training Fee Contributions (applicable if the compensation paid or to be paid to Contractor is \$30,000 or more). Contractor, on behalf of itself and its subcontractors, must submit evidence of mandatory training contributions required under Labor Code Section 1777.5, as it may be amended from time to time, via submission of completed Form CAC-2

and/or confirmation of payment to a valid union trust fund with each application for payment submitted to Stadium Manager.

- iv. Certified Payroll Records; Statement of Compliance. Contractor, on behalf of itself and its subcontractors, must submit complete payroll records on forms substantially similar to the Department of Industrial Relations Form A-1-131 with each application for payment submitted to Stadium Manager. Each set of certified payroll records submitted to Stadium Manager with any application for payment must be accompanied by a signed Statement of Compliance certifying the information on the certified payroll records is true and correct. For the period covered by any application for payment in which Contractor and its subcontractors did not perform Services, Contractor must additionally submit a signed Statement of Non-Performance certifying no work was performed. Contractors are advised the submission of electronic certified payroll records to the Department of Industrial Relations via the eCPR system is not an acceptable substitute to maintaining and providing full certified payroll records as required by this provision and applicable law.
- v. Fringe Benefit Statement. Contractor, on behalf of itself and its subcontractors, must submit complete Fringe Benefit Statement(s) for the crafts and trade classifications utilized to perform the Services covered by any application for payment. All Fringe Benefit Statements must be submitted with the application for payment to which each applies.
- vi. Demand for Compliance Records. At any time during or subsequent to the full performance of the Services under this Agreement and in addition to the obligations set forth above, Stadium Manager and/or the Authority may require Contractor to produce and or correct and re-submit any prevailing wage compliance records, which must be reviewed and approved by Stadium Manager and/or the Authority, prior to full release of payment.
- vii. Withholding for Non-Compliance. In the event Contractor or any subcontractor is found not to be in compliance with the foregoing requirements for any application for payment whether for progress payments or final payment, Stadium Manager has the right to withhold up to ten percent (10%) of the amount owed to Contractor under the affected application for payment until full compliance is achieved. Contractor acknowledges and agrees the foregoing amount is a reasonable estimate of the value of the documentation specified above.

***[Signatures continued on next page]***



**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed by their duly appointed representatives as of the Effective Date.

**STADIUM MANAGER:**

**FORTY NINERS STADIUM MANAGEMENT COMPANY LLC**

By: \_\_\_\_\_

Name: Peter Wilhelm

Title: Chief Financial Officer

**CONTRACTOR:**

**[INSERT CONTRACTOR NAME]**

By: \_\_\_\_\_

Name: [insert name]

Title: [insert title]

## **EXHIBIT A**

### **SCOPE OF SERVICES**

Contractor shall provide the following services at the Stadium during the Term, as requested and directed by Stadium Manager:

#### **1. Overview**

- a. Contractor shall provide testing, inspection, and maintenance services for a multi-year period from April 1, 2023 through March 31, 2026, for the fire suppression systems at the Stadium, as requested by Stadium Manager; provided however, if the services extend beyond a single fiscal year, the term for subsequent fiscal years shall be conditioned upon approval of the Santa Clara Stadium Authority budget for the applicable fiscal year that includes the amounts due under this Agreement.
- b. Contractor shall provide the following services:
  - i. Monthly testing, inspections, and maintenance
  - ii. Quarterly testing, inspections, and maintenance
  - iii. Annual testing, inspections, and maintenance
  - iv. 5 –year testing, inspections, and maintenance
  - v. Additional services as required by Stadium Manager

#### **2. General Requirements**

- a. Contractor shall perform all testing, inspection and maintenance for the fire sprinkler systems and the dry systems at the Stadium in accordance with the standards set forth by National Fire Protection Association (NFPA), as those standards may be amended from time to time during the Term of the Agreement. The NFPA standards are considered the minimum requirements for this scope of work. It shall be the responsibility of the Contractor to also comply with any recommendations from the equipment manufacturers with respect to testing, inspection and maintenance.
- b. Contractor shall perform the work described herein and shall furnish all labor, equipment, tools, special skills and materials required to perform these services.
- c. All material and work shall be in full accordance with the rules and requirements of the Occupational Safety and Health Administration (OSHA); National Electrical Code (NEC); National Fire Codes published by the National Fire Protection Association (NFPA); California Administrative Codes (CAC); Uniform Building Code (UBC); Uniform Plumbing Code (UPC); and other applicable federal, state, and local laws and regulations. These specifications shall not be construed to permit work not conforming to these requirements. The regulations shall govern where they require higher standards or conflict with the specifications. Rulings and interpretations of the enforcing agencies shall be considered a part of these specifications if commonly known to the trade. All regulations and standards shall be the latest publication unless governing authorities require otherwise. In addition, the entire installation shall be in accord with the best practices available in the industry, and shall present a neat, workman- like appearance upon completion.

#### **3. General Services**

- a. Contractor shall have, and maintain throughout the Term, expertise in testing, inspecting, maintaining, and servicing facilities with the following characteristics:

- i. A fire suppression system with a wet sprinkler system serving most of the facility, but also including several areas with dry systems, pre-action systems, along with specialized systems serving areas such as kitchens and hood vents.
- ii. The following table sets forth the quantities of each sprinkler head in the Stadium that shall require maintenance and servicing by Contractor:

<b>Sprinkler Type</b>	<b>Count</b>
1. Concealed Pendent, QR EC, K=11.2 165F Reliable XLO QREC (SIN R4441) Tan/Wood	284
2. Concealed Pendent, QR EC, K=11.2 165F Reliable XLO QREC (SIN R4441) White	1090
3. Concealed Pendent, QR SC, K=5.6 165F Reliable G5-56 (SIN RA3415) Black	35
4. Concealed Pendent, QR SC, K=5.6 165F Reliable G5-56 (SIN RA3415) White	1413
5. Dry (12" Barrel) Pendent, QR SC, K=5.6, 155, Reliable F3QR (SIN R5714)	217
6. ESFR Pendent, QR, SC, K=16.8, 165F, Tyco ESFR-17 (SIN TY7226)	41
7. ESFR Upright QR, SC, K=16.8, 165F, Tyco ESFR-17 (SIN TY7126)	84
8. Exposed Pendent, QR EC, K=8, 155F Reliable F1FR QREC (SIN R4842) Black	51
9. Exposed Pendent, QR EC, K=5.6, 155F Tyco EC-11 QREC (SIN TY5237) Black	99
10. Exposed Pendent, QR SC, K=5.6, 155F Reliable F1FR56 (SIN RA1414)	134
11. Exposed Sidewall, QR SC, K=5.6, 155F Reliable F1FR56 (SIN RA1414)	11
12. Exposed Upright, QR EC, K=11.2, 155F Tyco EC-11 (SIN TY5137) Black	1108
13. Exposed Upright, QR EC, K=5.6, 155F Reliable F1FR56 (SIN RA1425)	1385

14. Exposed Upright, SR SC, K=8, 155F Reliable F1 LO (SIN R1742)	8
15. Exposed Upright, SR SC, K=8, 286F Reliable F1 LO (SIN R1722)	93
16. Institutional Pendent, QR SC, K=5.6, 165F Reliable INST XL (SIN R1334)	5
17. Semi-Recessed Pendent, QR EC, K=8, 155F Reliable F1FR (SIN R4842)	1113
18. Semi-Recessed Pendent, QR SC, K=5.6, 155F Reliable F1FR56 (SIN R1414)	499
19. Semi-Recessed Pendent, SR EC, K=11.2, 155F Tyco EC-11 (SIN TY5237)	503
20. Semi-Recessed Pendent, QR SC, K=8, 155F Reliable F1 LO (SIN R1712)	10
21. Under Duct Upright, QR SC, K=5.6, 155F Reliable F1FR56 (SIN R1425)	144
<b>Grand Total</b>	<b>8327</b>

- b. Contractor shall, in the course of performing the maintenance services under this Agreement, maintain, inspect, and test all fire suppression systems at the Stadium, including the following components:
- i. Fire Pump Controller
  - ii. Tamper Switches
  - iii. Flow Valves
  - iv. Test / Drain Valves
  - v. Horizontal Centrifugal Fire Pump
  - vi. Jockey Pump
  - vii. Pump controllers
  - viii. Wet Standpipes
  - ix. Wall Hydrants
  - x. Pre – Action Systems (Semi-Annual of 8th Floor Control Room and 2nd floor Server Room)

xi. FM 200 Suppression Systems (Semi-Annual of 8th Floor Control Room and 2nd floor Server Room)

- c. The specific requirements for testing, inspection, and maintenance for each component of the systems are set forth in the relevant NFPA standards, and relevant guidance by the Office of the State Fire Marshall. It is the responsibility of the Contractor to be thoroughly familiar with the fire suppression systems throughout the stadium, and to be thoroughly familiar with the necessary testing, inspection and maintenance requirements for each component of the systems, including any manufacturer recommendations.
- d. Fire sprinkler components shall be cleaned, recalibrate and retested if necessary by Contractor to ensure continued performance and reduce the risk of system failure. During scheduled visits, minor maintenance replacements shall be made, such as replacement of faulty heads, valves and fire pumps.
- e. Microprocessor based systems shall have the software and firmware upgraded when required to maintain the listing requirements of the Stadium Manager.
- f. Contractor shall perform necessary maintenance for deficient or inoperable devices such as those found during the course of system testing, inspection or preventative maintenance, or have failed during operation shall be provided. Only original replacement components manufactured by the original equipment manufacturer or other equal and compatible components may be used in order to preserve U.L Listings and meet NFPA requirements.
- g. Contractor shall provide telephone response to emergency requests from Stadium Manager within (thirty) 30 minutes of contact, and service technicians shall be onsite within four (4) hours. Such response level shall be provided 24-hours a day, 365-days a year. Non-emergency calls, as determined by Stadium Manager in its sole discretion, shall be handled the next business day.
- h. If appropriate and approved by Stadium Manager, certain of the monthly inspections may be performed by the Stadium Manager's engineering staff at the direction of Contractor.
- i. Following each inspection, Contractor shall provide Stadium Manager with complete documentation of testing and a report of any deficiencies shall be presented for review by Stadium Manager before the technician leaves the Stadium.
- j. Testing shall be conducted during off or non-operational hours and the schedule shall be pre-approved by the Stadium Manager.
- k. Any and all technicians selected to perform services under this Agreement and/or at the Stadium shall be highly trained and qualified with a minimum of 5 years' experience in servicing the systems/equipment at the Stadium.
- l. Contractor shall be required to obtain and maintain on the work site MSDS sheets on hazardous materials brought to the premises or intended to be installed or used in the premises at all times. MSDS sheets shall be presented to Stadium Manager no less than 48 hours in advance of work performance or actual use of materials. No hazardous materials may remain on the premises unless specifically agreed by Stadium Manager.

4. Specific Services

- a. In December 2024, Contractor shall perform a sprinkler/standpipe five-year inspection as detailed in this Agreement, in strict accordance with NFPA rules and regulations, and as mutually agreement upon by the Parties.
- b. Once during each year of the Term (with the initial year ending March 31, 2024), Contractor shall perform an annual sprinkler/standpipe inspection as detailed in this Agreement, in strict accordance with NFPA rules and regulations, and as mutually agreement upon by the Parties.
- c. Eight times during each year of the Term (with the initial year ending March 31, 2024), Contractor shall perform a monthly sprinkler/standpipe inspection as detailed in this Agreement, in strict accordance with NFPA rules and regulations, and as mutually agreement upon by the Parties.
- d. Once during each year of the Term (with the initial year ending March 31, 2024), Contractor shall perform an annual fire pump inspection as detailed in this Agreement, in strict accordance with NFPA rules and regulations, and as mutually agreement upon by the Parties.
- e. Twice during each year of the Term (with the initial year ending March 31, 2024), Contractor shall perform a semi-annual FM200 suppression inspection as detailed in this Agreement, in strict accordance with NFPA rules and regulations, and as mutually agreement upon by the Parties.

The Parties shall mutually agree upon the time and date for Contractor or a subcontractor of Contractor to perform and complete any and all Services at the Stadium during the Term.

**EXHIBIT B**

**CONTRACTOR COMPENSATION AND FEES**

The Parties mutually agree that as consideration for the Services contained in this Agreement, Stadium Manager shall compensate Contractor upon the completion (and verification of the completion by Stadium Manager) of the Services contained in **Exhibit A** in accordance with the compensation terms specified below.

Type of Service	Frequency	Year One 4/1/23 to 3/31/24	Year Two 4/1/24 to 3/31/25	Year Three 4/1/25 to 3/31/26
Monthly Inspection	8 times per year	\$2,030.00 per inspection	\$2,125.00 per inspection	\$2,215.00 per inspection
Quarterly Inspection	3 times per year	\$2,007.00 per inspection	\$2,102.00 per inspection	\$2,200.00 per inspection
Semi-Annual Inspection	2 times per year	\$1,735.00 per inspection	\$1,782.00 per inspection	\$1,824.00 per inspection
Annual Inspection	1 time per year	\$20,829.56	Included with 5 Year Inspection Cost	\$21,959.56
5-year Inspection Tank	1 Time during the Term in 2024	N/A	\$2,985.00	N/A
5-year Inspection	1 time during the Term in 2024	N/A	\$37,835.22	N/A
Replacement of Gauges at 5-year Test	1 time during the Term in 2024	N/A	\$4,385.00	N/A
Hourly rate of additional services	As requested by Stadium Manager	\$225.00 per hour straight time \$337.50 per hour overtime	\$230.00 per hour straight time \$345 per hour overtime	\$235.00 per hour straight time \$352.50 per hour overtime

**Total Not to Exceed Amount for Three Years: \$228,000**

Year One – 4/1/23 through 3/31/24 - \$66,000 inclusive of cost for additional services as required.

Year Two – 4/1/24 through 3/31/25 - \$92,000 inclusive of 5-year testing and cost for additional services.

Year Three – 4/1/25 through 3/31/26 - \$70,000 inclusive of cost for additional services as required.

The pricing list above will govern all of services provided by Contractor to Stadium Manager during the Term. Any and all additional costs, including taxes, shipping, handling, and any subcontractor costs, shall be at Contractor's sole expense and Contractor shall have no right to invoice Stadium Manager or any third-party for any additional costs incurred by Contractor in the performance of the Services under this Agreement.

## 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 Two Million Dollars (\$2,000,000) per occurrence and Four Million Dollars (\$4,000,000) 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. Contractor is directed to review and execute the "Contractor's Certification Regarding Worker's Compensation" attached hereto as **Exhibit F** and incorporated herein by this reference prior to Agreement execution.
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. Liability insurance covering claims arising out of errors and omissions by vendors rendering professional services, in the amount of One Million Dollars (\$1,000,000) each occurrence including contractual liability coverage, with all coverage retroactive to the earlier of the date of agreement or commencement of Contractor's services.
6. Umbrella or excess liability insurance in the amount of Two Million Dollars (\$2,000,000) 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.

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 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 (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 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 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.



## **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<sup>1</sup> does any of the following:
    - a. Is convicted<sup>2</sup> of operating a business in violation of any Applicable Law;
    - b. Is convicted of a crime punishable as a felony involving dishonesty<sup>3</sup>;
    - 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 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.

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<sup>1</sup> 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 of that corporation.

<sup>2</sup> 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.

<sup>3</sup> 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.

- 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<sup>4</sup> or business experience<sup>5</sup> 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.

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<sup>4</sup> 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.

<sup>5</sup> Loss of personnel deemed essential by Stadium Manager for the successful performance of the obligations of Contractor to Stadium Manager.

**EXHIBIT E**

**PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION**

Pursuant to Labor Code Sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. See <http://www.dir.ca.gov/Public-Works/PublicWorks.html> for additional information.

No bid will be accepted, nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work.

Contractor hereby certifies that it is aware of the registration requirements set forth in Labor Code Sections 1725.5 and 1771.1 and is currently registered as a contractor with the Department of Industrial Relations.<sup>6</sup>

Name of Contractor: \_\_\_\_\_

DIR Registration Number: \_\_\_\_\_

DIR Registration Expiration: \_\_\_\_\_

Small Project Exemption: \_\_\_\_ Yes or \_\_\_\_ No

Unless Contractor is exempt pursuant to the small project exemption, Contractor further acknowledges:

- Contractor shall maintain a current DIR registration for the duration of the project.
- Contractor shall include the requirements of Labor Code Sections 1725.5 and 1771.1 in its contract with subcontractors and ensure that all subcontractors are registered at the time of bid opening (or contract execution where no bid occurred) and maintain registration status for the duration of the Agreement.
- Failure to submit this form or comply with any of the above requirements may result in a finding that the bid is non-responsive.

Name of Contractor \_\_\_\_\_

Signature \_\_\_\_\_

Name and Title \_\_\_\_\_

Dated \_\_\_\_\_

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<sup>6</sup> If the Agreement is exempt from the contractor registration requirements pursuant to the small project exemption under Labor Code Sections 1725.5 and 1771.1, please mark "Yes" in response to "Small Project Exemption."

**EXHIBIT F**

**CONTRACTOR'S CERTIFICATION REGARDING WORKER'S COMPENSATION**

I, the undersigned Contractor, am aware of the provisions of Section 3700 *et seq.* of the California Labor Code, which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I, the undersigned Contractor, agree to and will comply with such provisions before commencing the performance of the Services on this Agreement.

Name of Contractor: \_\_\_\_\_

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Title (Print)



## Agenda Report

23-309

Agenda Date: 3/21/2023

### REPORT TO STADIUM AUTHORITY BOARD

#### SUBJECT

Report from Stadium Authority for Action Regarding Stadium Manager's Request to Execute Agreement with ADT Commercial for Fire Sprinkler Testing, Inspection, and Maintenance Services at Levi's Stadium

#### BOARD PILLAR

Ensure Compliance with Measure J and Manage Levi's Stadium

#### BACKGROUND

On October 8, 2019, the City Council approved Ordinance No. 2005 amending Chapter 17.30 (Stadium Authority Procurement Policy) of the Santa Clara City Code, which rescinded the delegation to the Executive Director to enter into agreements without prior Stadium Authority Board (Board) approval. As a result of Ordinance No. 2005, the Stadium Manager is also required to request Board approval before entering into agreements on behalf of the Stadium Authority. As of the effective date of the Ordinance (November 8, 2019), all Stadium Authority agreements for services, supplies, materials, and equipment require the approval of the Stadium Authority Board.

As the Stadium Manager, 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, Stadium Manager, and Forty Niners SC Stadium Company, LLC (StadCo).

The Stadium Manager is requesting approval to execute an agreement with ADT Commercial to provide fire sprinkler testing, inspection, and maintenance services for a three-year period beginning April 1, 2023 through March 31, 2026, with the option to extend the agreement for two additional one-year periods, in an amount not to exceed \$66,000 for the first contract year, \$92,000 for the second contract year (includes a 5-year testing), and \$70,000 for the third contract year for a total not to exceed amount of \$228,000 over the three-year period.

#### DISCUSSION

Stadium Authority staff reviewed the Stadium Manager's Recommendation for Award memo (attached to corresponding report #23-308) and supporting documents for consistency against the Stadium Authority Procurement Policy and Santa Clara City Code Chapter 2.105.140(c) (Competitive requirements for purchases - Formal requests for quotes for agreements greater than \$15,000 and up to \$250,000). The Stadium Manager's Request for Proposals (RFP) received three proposals and the Stadium Manager is recommending award to the highest ranked proposer offering the best value (ADT Commercial).

Based on the documentation, staff recommends approval of the Stadium Manager's request to execute an agreement with ADT Commercial to provide fire sprinkler testing, inspection, and maintenance services for a three-year period beginning April 1, 2023 through March 31, 2026, in an amount not to exceed \$66,000 for the first year, \$92,000 for the second contract year, and \$70,000 for the third contract year for a total not to exceed amount of \$228,000 over the three-year period. Staff recommends delegating authority to the Executive Director to approve the Stadium Manager's exercise of the option to extend with the same basic terms and conditions for additional two one-year periods, if the associated costs have been approved by the Board in the Stadium Authority Budget.

The Stadium Authority Counsel's Office has reviewed the requested agreement for comparison to the Stadium Authority's customary language. While there are some differences in the language, including portions covering compliance with laws such as prevailing wage and conflict of interest, the agreement submitted here for approval contains the necessary language which identifies these legal obligations to the vendor. The vendor expressly agrees to adhere to such obligations upon its execution of the agreement. Nothing in the proposed agreement changes the Stadium Authority's rights under the Management Agreement and specifically with respect to any dispute that may arise from the Stadium Manager's obligations under the Management Agreement.

In addition, per Paragraph 4(b) of the Settlement Agreement, the Stadium Authority reserves all rights to confirm and dispute charges by and payments to the Stadium Manager during a fiscal year-end reconciliation/true-up, including but not limited to changes based on improper allocation, calculation, lack of support, or failure to comply with the Parties' contracts or California law. The Stadium Authority may raise related questions before the fiscal year-end reconciliation/true-up, which the Stadium Manager agrees to assess and respond to in good faith.

### ENVIRONMENTAL REVIEW

The actions being considered do 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 and 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 Stadium Authority Fiscal Year (FY) 2023/24 Budget contains Shared Stadium Manager Expenses (Shared Expenses) such as Security, Stadium Operations, Engineering, Guest Services, and Groundskeeping. Shared Expenses are split between the Stadium Authority and Forty Niners SC Stadium Company LLC (StadCo) per the Stadium Management Agreement between Stadium Authority, Stadium Manager, and StadCo.

There are sufficient funds in the FY 2023/24 Shared Expenses Engineering line item to cover the agreement cost for the first year (up to \$66,000, of which the Stadium Authority is responsible for up to \$33,000). Since the renewal term extends beyond a single fiscal year, the term for subsequent fiscal years is conditioned upon approval of the Stadium Authority budget for the applicable fiscal year that includes the amounts due under the agreement as required under Santa Clara City Code Section 17.30.100.

**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) <<mailto:clerk@santaclaraca.gov>> or at the public information desk at any City of Santa Clara public library.

**RECOMMENDATION**

1. Approve the Stadium Manager's request to execute an agreement with ADT Commercial to provide fire sprinkler testing, inspection, and maintenance services at Levi's Stadium for a three-year period beginning April 1, 2023 through March 31, 2026, in an amount not exceed \$66,000 for the first contract year, \$92,000 for the second contract year, and \$70,000 for the third contract year for a total not to exceed amount of \$228,000 over the three-year period, subject to budget appropriations; and
2. Authorize the Executive Director to approve the Stadium Manager's exercise of the option to extend the agreement with the same basic terms and conditions for two additional one-year periods, subject to budget appropriations.

Reviewed by: Christine Jung, Assistant to the Executive Director

Approved by: Office of the Executive Director



## Agenda Report

23-352

Agenda Date: 3/21/2023

### REPORT TO STADIUM AUTHORITY BOARD

#### SUBJECT

Request from the Stadium Manager to Execute Agreement with Convergent Technologies for Fire Alarm Testing, Inspection, Maintenance, and Related Services at Levi's Stadium

#### BOARD PILLAR

Ensure Compliance with Measure J and Manage Levi's Stadium

#### DISCUSSION

On February 28, 2023, the Stadium Manager submitted a Recommendation for Award memo and supporting documents to request approval to execute an agreement with Convergent Technologies to provide fire alarm testing, inspection, maintenance, and related services for a three-year period beginning April 1, 2023 through March 31, 2026, with the option to extend the agreement for two additional one-year periods subject to the prior approval of the Stadium Authority, in an amount not to exceed \$120,000 for the first contract year, \$123,000 for the second contract year, and \$127,000 for the third contract year for a total not to exceed \$370,000 over the three-year period. Since the renewal term extends beyond a single fiscal year, the term for subsequent fiscal years is conditioned upon approval of the Stadium Authority budget for the applicable fiscal year that includes the amounts due under the agreement as required under Santa Clara City Code Section 17.30.100.

The Stadium Manager's Recommendation for Award memo describes the request and Request for Proposals (RFP) process that was implemented in more detail. These costs will be charged as Stadium Authority Fiscal Year 2023/24 Shared Stadium Manager Expenses (Shared Expenses) for the Engineering Department. Shared Expenses are split between the Stadium Authority and Forty Niners SC Stadium Company LLC (StadCo) per the Stadium Management Agreement between Stadium Authority, StadCo, and Stadium Manager.

#### ATTACHMENTS

1. Stadium Manager's Recommendation for Award Memo
2. Draft Agreement with Convergent Technologies





## **FORTY NINERS STADIUM MANAGEMENT COMPANY**

Date: February 28, 2023

To: Executive Director  
Santa Clara Stadium Authority

From: Jenti Vandertuig  
Procurement Director

CC: Jim Mercurio  
Executive Vice President and General Manager

Subject: Recommendation for Award for Fire Alarm Testing, Inspection, Maintenance and Related Services at Levi's Stadium

### **Recommendation**

Recommend approval and award an agreement to Convergent Technologies to provide fire alarm testing, inspection, maintenance and related services at Levi's Stadium for a three-year period, to commence on April 1, 2023 and expire on March 31, 2026, with an option to extend the agreement for two additional one year periods. The amount of the agreement shall not exceed \$120,000 for the first year of the contract. Total compensation, in the aggregate, shall not exceed \$370,000 over the three-year period. The term for subsequent fiscal years shall be conditioned upon approval of the Santa Clara Stadium Authority (SCSA) budget for the applicable fiscal year that includes the amounts due under this contract.

### **RFP Process**

Forty Niners Stadium Management Company LLC (Stadium Manager) provides management services for Levi's Stadium (Stadium) on a continual, year around basis, including overseeing the day-to-day operations and maintenance of the Stadium. Fire alarm testing, inspection and maintenance services on all fire extinguishing systems is required through a third party to ensure that all testing, inspection and maintenance for the fire alarms at the Stadium are completed in accordance with the standards set forth by the National Fire Protection Association and California Fire Code.

On January 9, 2023, Stadium Manager issued Request for Proposals (RFP) to select qualified firms for fire sprinkler testing, inspection and maintenance services at Levi's Stadium. Stadium Manager published the RFP on Bonfire Interactive, Stadium Manager's eProcurement portal <https://49ers.bonfirehub.com/portal/>. In addition to inviting a list of firms on our established supplier list, we also selected suppliers registered on the portal with specific commodity codes offering such services. Addendum #1 was issued on January 12, 2023 to update the requirements. The RFP closed on January 26, 2023 at 3:00 p.m. (PT).

Three proposals were received from the following firms on or before the RFP due date and time:

1. Convergent Technologies
2. Integrated Communication Systems (ICS)
3. Sabah International

### **Evaluation Process**

An evaluation committee (EC) consisting of subject matter experts was formed. An evaluators' guide outlining the roles and responsibilities of the EC was provided to each EC member to review and execute the following forms to ensure that there was no conflict of interest in evaluating the proposals:

- Proposal Evaluator Guidelines
- Confidentiality Agreement
- Conflict of Interest Disclosure Form

The EC evaluated the proposals utilizing the evaluation criteria as outlined in the RFP. All three firms met the basic requirements of the RFP submissions. Individual scores were utilized to compute an "average score," summarized below:

<b>Evaluation Criteria &amp; Maximum Points</b>	<b>Convergent</b>	<b>ICS</b>	<b>Sabah</b>
Proposal Responsiveness	Pass	Pass	Pass
Experience (35%)	30%	35%	28%
Technical and Service Capability (35)	28%	35%	28%
Cost (30%)	30%	8%	14%
<b>Total</b>	<b>88%</b>	<b>78%</b>	<b>70%</b>

Pursuant to the initial evaluation, Stadium Manager determined that the only way the contractor could perform the testing, inspection and maintenance services on the Ansul hood systems, which is one of the items on the fire alarm system devices, was to contract with a third party vendor to perform the testing, inspection and maintenance, while the fire alarm testing and maintenance contractor would only ensure that the relay was working so that if the Ansul system was to engage that it would properly trigger the fire alarm system. Upon further review, it was determined to be in our best interest to engage one contractor to complete the work. Therefore, on February 24, 2023, Stadium Manager requested all respondents to provide a proposal to test, inspect and maintain the Ansul hood system referenced in the RFP. Pursuant to the updated information, Stadium Manager requested a best and final offer from the top rated proposer to obtain final pricing.

### **Notice of Intended Award**

A notice of intended award (NOIA) was issued on February 28, 2023, announcing Stadium Manager's recommended firm. The RFP process includes a seven-day protest period, which commenced with the issuance of the NOIA.

**Submission of Post-Award Submittals**

Once Stadium Manager receives approval from the SCSA Board, the agreement will be executed by both parties and a copy forwarded to the Board. Supporting documentation has been provided for review and approval.

**Budget**

The breakdown of costs are as follows for the three year period:

Total not to exceed amount for three years: \$370,000

Year One – 4/1/23 through 3/31/24 - \$120,000

Year Two – 4/1/24 through 3/31/25 - \$123,000

Year Three – 4/1/25 through 3/31/26 - \$127,000

The cost for this service is covered in the FY23/24 SCSA Budget, Engineering Department budget, as a shared expense.

Submitted By:  Date: 2/28/2023  
Jenti Vandertuig, Procurement Director

**LEVI'S STADIUM GENERAL SERVICES AGREEMENT  
BY AND BETWEEN  
STADIUM MANAGER  
AND  
CONVERGINT TECHNOLOGIES**

This Agreement for the Performance of Services ("Agreement") is made and entered into on **April 1, 2023** ("Effective Date") by and between **CONVERGINT TECHNOLOGIES**, a California corporation with its principal place of business at [insert address] ("Contractor"), and the FORTY NINERS STADIUM MANAGEMENT COMPANY LLC, a Delaware limited liability company ("Stadium Manager"), with its principal place of business 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 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 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 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 November 13, 2012, that certain Second Amendment to Stadium Management Agreement dated May 9, 2013, that certain Third Amendment to Stadium Management Agreement dated June 19, 2013, and that certain Fourth Amendment to Stadium Management Agreement dated 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 maintain and operate the Stadium and areas surrounding the Stadium, and, accordingly, desires to secure the general services generally consisting of [insert type of general service] as more fully

described in **Exhibit A**, entitled "Scope of Services" (the "Services"), attached hereto and incorporated herein by this reference.

- F. Contractor represents that it, and its subcontractors, if any, have the professional qualifications, expertise, necessary licenses / certifications / permits, and desire to provide the Services 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. The Stadium Manager and Contractor desire to enter into this Agreement whereby Contractor will perform the Services subject to the terms and conditions of this Agreement, the Ground Lease, the Stadium Lease and the Stadium Management Agreement.

## **TERMS**

### **1. DEFINITIONS.**

- A. **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 "controlling" and "controlled" have meanings correlative to the foregoing.
- B. **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.
- C. **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.
- D. **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.
- E. **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," "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.

- F. Person: shall mean any individual, corporation, partnership, limited liability company, association, trust or other entity whatsoever.

## **2. 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.

## **3. SERVICES TO BE PROVIDED.**

- A. The Recitals above and all of the exhibits and schedules referenced in this Agreement are attached and are incorporated herein by this reference.
- B. Contractor promises and agrees to furnish to the Stadium Manager all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately perform the Services as described in this Agreement including, without limitation, **Exhibit A** attached hereto.
- C. Stadium Manager may, at its discretion, 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.
- D. Except as expressly provided herein, 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, if applicable), and training. As described in greater detail in Section [8.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.
- E. 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.
- F. 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 to cooperate and assist Stadium Manager in providing the Services.
- G. 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.

#### **4. COMMENCEMENT OF SERVICES.**

Contractor shall begin providing the Services on the Effective Date. Contractor shall provide the Services as described in **Exhibit A** and shall complete all Services during the Term consistent with any milestones specified in this Agreement. The Parties may adjust any performance milestones, service schedules or commencement dates by mutual written agreement.

#### **5. QUALIFICATIONS OF CONTRACTOR – STANDARD OF WORKMANSHIP.**

- A. Contractor represents and maintains that it has the necessary expertise in the professional calling 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. Any plans, designs, specifications, estimates, calculations, reports, and other documents required to be furnished by Contractor under this Agreement shall be of a quality acceptable to Stadium Manager. To be accepted as provided under this Agreement, any such deliverable 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 deliverable shall be that used by Stadium Manager for similar services.

#### **6. TERM OF AGREEMENT.**

The term of this Agreement (the "Term") shall begin on the Effective Date and terminate on March 31, 2026 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. All Services contained herein shall be completed prior to the end of the Term of this Agreement. Subject to the prior approval of the Stadium Authority, the Stadium Manager shall have the option, in its sole discretion, to extend the Term for two additional one (1) year periods by notifying Contractor in writing of Stadium Manager's desire to exercise said option prior to the expiration of the then-current Term.

#### **7. 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 may make corrections or replace Services and charge Contractor for the cost incurred by Stadium Manager.

#### **8. 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.
- 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 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 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 [23.A](#) below) arising out of its use, generation or storage of Hazardous Substances at the Stadium.

- H. Contractors acknowledges and agrees that Services performed under this Agreement shall not create any right of lien for Contractor at the Stadium, which is a publicly owned building. Contractor hereby waives and releases any right of lien against Stadium Manager, StadCo, the Authority, the City, and the Stadium for the Services or any other work performed by Contractor at the Stadium during the Term of this Agreement.
- I. If required by Applicable Laws, Contractor shall file a payment bond for one hundred percent of the total amount payable hereunder with and approved by Stadium Manager.

## **9. 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.

## **10. 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.

## **11. 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.
- 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 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.

- ii. Intentionally Left Blank.
- 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.

## **12. COMPENSATION AND PAYMENT.**

- A. In consideration for Contractor's performance of the Services in accordance with the requirements of this Agreement, Stadium Manager shall pay Contractor for all materials provided and services rendered by Contractor in the amount(s) set forth in **Exhibit B**, entitled "Contractor Compensation and Fees."
- B. Contractor will invoice Stadium Manager for fees as set forth in **Exhibit B**, subject to verification by Stadium Manager. Except as otherwise expressly provided in **Exhibit B**, Stadium Manager will pay Contractor within thirty (30) days of Stadium Manager's receipt of a valid invoice.

## **13. 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 [14](#); (v) Contractor fails to obtain and/or maintain required licenses and permits under Section [8.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 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 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 this Agreement 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.
- D. The Parties acknowledge and agree that in the event that any permit required to be obtained by Stadium Manager for the full performance of the Services is not obtained by within a reasonable amount of time following the Effective Date, Stadium Manager shall have the right in its sole discretion to terminate this Agreement upon written notice to Contractor. Upon such termination, the Parties shall mutually agree upon any remaining payment by or refund to Stadium Manager in good faith. In no event shall Stadium Manager be responsible for any labor or other costs for services not yet performed by Contractor at the time of the notice of termination

#### 14. 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 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 as deemed appropriate in the Stadium Manager's sole discretion.

**15. 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.

**16. 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.

**17. 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, 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.

**18. 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 Stadium Manager on behalf of 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, including this Agreement and its terms.

**19. NO 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, Levi's Stadium®, the San Francisco 49ers, 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.

**20. 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.

**21. 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 made by Contractor in connection with Contractor compensation under this Agreement, including termination of Contractor. Contractor agrees to maintain sufficient books and records in accordance with generally accepted accounting principles to establish the correctness of all charges submitted to Stadium Manager. Any expenses not so recorded shall be disallowed by Stadium Manager.

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.

**22. FAIR EMPLOYMENT.**

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.

**23. 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 (collectively, "**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 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.

**24. INSURANCE REQUIREMENTS.**

During the term of this Agreement, and for any longer time period set forth in **Exhibit C** entitled "Insurance Requirements" and attached hereto and incorporated herein by this reference, 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 required in **Exhibit C**.

**25. AMENDMENTS.**

This Agreement may be amended only with the written consent of both Parties.

**26. 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.

**27. 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.

**28. 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

**29. NOTICES.**

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

Attention: Jim Mercurio, Vice President  
Address: Forty Niners Stadium Management Company LLC  
4900 Marie DeBartolo Way  
Santa Clara, CA 95054

With a copy to: Legal Affairs  
Forty Niners Stadium Management Company LLC  
4949 Marie P. DeBartolo Way  
Santa Clara, CA 95054

And to Contractor as follows:

Attention: [insert name/title or department]  
Address: [insert contractor name]  
[insert address]  
[insert address]

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.

**30. 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.

**31. 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.

**32. 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.
- 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) provided the Parties may mutually 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 Contract Code.

**33. COMPLIANCE WITH ETHICAL STANDARDS.**

By executing this Agreement, Contractor promises and agrees that it and all of its members, officers, employees, agents, subcontractors and authorized representatives will comply with the "Ethical Standards for Contractors Seeking to Enter into an Agreement with Stadium Manager" attached hereto as **Exhibit D** and incorporated herein by this reference.

**34. 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.

**35. LABOR COMPLIANCE REQUIREMENTS.**

- A. Contractor is aware of the requirements of California Labor Code Section 1720 et seq., and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. Since the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. Stadium Manager shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement upon request. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request and shall post copies at Contractor's principal place of business and at the project site. Contractor shall defend, indemnify and hold the Indemnified Parties free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. Contractor and any subcontractor shall forfeit a penalty of up to \$200 per calendar day or portion thereof for each worker paid less than the prevailing wage rates.
- B. When Contractor employs workmen in an apprenticeable craft or trade, Contractor shall comply with the provisions of Section 1777.5 of the California Labor Code with respect to the employment of properly registered apprentices upon public works. The primary responsibility for compliance with said Section for all apprenticeable occupations shall be with Contractor. The Contractor or any subcontractor that is determined by the Labor Commissioner to have knowingly violated Section 1777.5 shall forfeit as a civil penalty an amount not exceeding \$100 for each full calendar day of noncompliance, or such greater amount as provided by law.
- C. Contractor is advised that eight (8) hours labor constitutes a legal day's work. Pursuant to Section 1813 of the California Labor Code, Contractor shall forfeit a penalty of \$25.00 per worker for each day that each worker is permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week, except when payment for overtime is made at not less than one and one half (1 1/2) times the basic rate for that worker.
- D. Contractor and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. The payroll records shall be certified and shall be available for inspection at all reasonable hours at the principal office of Contractor in the manner provided in Labor Code Section 1776. In the event of noncompliance with the requirements of this Section, Contractor shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects such Contractor must comply with this Section. Should noncompliance still be evident after such 10-day period, Contractor shall, as a penalty to Stadium Manager, forfeit not more than \$100.00 for each calendar day or portion thereof, for each worker, until strict compliance is effectuated. The amount of the forfeiture is to be determined by the Labor Commissioner. A contractor who is found to have violated the provisions of law regarding wages on public works with the intent to defraud shall be ineligible to bid on public works contracts for a period of one to three years as determined by the Labor Commissioner. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from progress payments then due. The responsibility for compliance with this Section is on Contractor. The requirement to submit certified payroll records directly to the Labor

Commissioner under Labor Code Section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

- E. Pursuant to Labor Code Sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. No bid will be accepted, nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. Contractor is directed to review, fill out and execute the "Public Works Contractor Registration Certification" attached hereto as **Exhibit E** and incorporated herein by this reference prior to Agreement execution. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.
- F. This Agreement is subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be the Contractor's sole responsibility to evaluate and pay the cost of complying with all labor compliance requirements under this Agreement and applicable law. Any stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor that affect Contractor's performance of Services, including any delay, shall be Contractor's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Contractor caused delay subject to any applicable liquidated damages and shall not be compensable by the Stadium Manager. Contractor shall defend, indemnify and hold the Indemnified Parties free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor.
- G. It shall be Contractor's sole responsibility to comply with, and maintain adequate records of its adherence to, all applicable state prevailing wage requirement. Contractor is responsible for maintaining and providing the following documentation to Stadium Manager for review and approval within the timeframes specified below.
  - i. Division of Apprenticeship Standards (DAS) 140 Form (applicable if the compensation paid or to be paid to Contractor is \$30,000 or more). Contractor, on behalf of itself and its subcontractors, must provide a copy of DAS 140 forms filed with the appropriate apprenticeship committee(s) the earlier of Contractor's first application for payment for Services performed under this Agreement or ten (10) days of Agreement execution.
  - ii. DAS 142 Form (applicable if the compensation paid or to be paid to Contractor is \$30,000 or more). Contractor, on behalf of itself and its subcontractors, must provide a copy of DAS 142 forms filed with the appropriate apprenticeship committee(s) or evidence of an approved exemption with its first application for payment for Services involving an apprenticeable craft or trade classification – additional DAS 142 forms or evidence of approved exemptions must be provided following this initial submission with future applications for payment in the event those applications are for Services involving an apprenticeable craft or trade classification not covered under the first application for payment.
  - iii. California Apprenticeship Council (CAC) Form CAC-2; Training Fee Contributions (applicable if the compensation paid or to be paid to Contractor is \$30,000 or more). Contractor, on behalf of itself and its subcontractors, must submit evidence of mandatory training contributions required under Labor Code Section 1777.5, as it may be amended from time to time, via submission of completed Form CAC-2

and/or confirmation of payment to a valid union trust fund with each application for payment submitted to Stadium Manager.

- iv. Certified Payroll Records; Statement of Compliance. Contractor, on behalf of itself and its subcontractors, must submit complete payroll records on forms substantially similar to the Department of Industrial Relations Form A-1-131 with each application for payment submitted to Stadium Manager. Each set of certified payroll records submitted to Stadium Manager with any application for payment must be accompanied by a signed Statement of Compliance certifying the information on the certified payroll records is true and correct. For the period covered by any application for payment in which Contractor and its subcontractors did not perform Services, Contractor must additionally submit a signed Statement of Non-Performance certifying no work was performed. Contractors are advised the submission of electronic certified payroll records to the Department of Industrial Relations via the eCPR system is not an acceptable substitute to maintaining and providing full certified payroll records as required by this provision and applicable law.
- v. Fringe Benefit Statement. Contractor, on behalf of itself and its subcontractors, must submit complete Fringe Benefit Statement(s) for the crafts and trade classifications utilized to perform the Services covered by any application for payment. All Fringe Benefit Statements must be submitted with the application for payment to which each applies.
- vi. Demand for Compliance Records. At any time during or subsequent to the full performance of the Services under this Agreement and in addition to the obligations set forth above, Stadium Manager and/or the Authority may require Contractor to produce and or correct and re-submit any prevailing wage compliance records, which must be reviewed and approved by Stadium Manager and/or the Authority, prior to full release of payment.
- vii. Withholding for Non-Compliance. In the event Contractor or any subcontractor is found not to be in compliance with the foregoing requirements for any application for payment whether for progress payments or final payment, Stadium Manager has the right to withhold up to ten percent (10%) of the amount owed to Contractor under the affected application for payment until full compliance is achieved. Contractor acknowledges and agrees the foregoing amount is a reasonable estimate of the value of the documentation specified above.

***[Signatures continued on next page]***

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed by their duly appointed representatives as of the Effective Date.

**STADIUM MANAGER:**

**FORTY NINERS STADIUM MANAGEMENT COMPANY LLC**

By: \_\_\_\_\_

Name: Peter Wilhelm

Title: Chief Financial Officer

**CONTRACTOR:**

**[INSERT CONTRACTOR NAME]**

By: \_\_\_\_\_

Name: [insert name]

Title: [insert title]

## **EXHIBIT A**

### **SCOPE OF SERVICES**

Contractor shall provide the following services at the Stadium during the Term, as directed by Stadium Manager:

#### **A. Overview**

- a. Contractor will provide Stadium Manager fire alarm testing, inspections, and maintenance services as specified in this Exhibit A and at the rates contained in Exhibit B, both of which are attached and incorporated into the Agreement, at Levi's Stadium for a multiyear period beginning April 1, 2023 through March 31, 2026, as requested by Stadium Manager; provided however, if the services extend beyond a single fiscal year, the term for subsequent fiscal years shall be conditioned upon approval of the Santa Clara Stadium Authority budget for the applicable fiscal year that includes the amounts due under this Agreement.
- b. Testing, maintenance and inspection work will occur throughout the year at Levi's Stadium located at 4900 Marie P. DeBartolo Way in Santa Clara, CA 95054. Testing, inspection and maintenance services are required on a recurring schedule. The Parties shall mutually agree upon the time and date for Contractor or a subcontractor of Contractor to perform and complete the Services at the Stadium during the Term.

#### **B. General Requirements**

- a. Contractor must possess the appropriate certification(s), and experience with the EST3 fire alarm systems to perform the Services. Contractor's responsibilities will include performing fire alarm testing, inspection, and maintenance in accordance with both NFPA-72, California Fire Code, as they may be amended from time to time, and other applicable guidelines. Contractor's will coordinate in advance with Stadium Manager all testing, inspection, and maintenance that Contractor performs under this Agreement.
- b. Contractor will adhere to the prevailing wage and reporting requirements referenced in the Agreement and Exhibit G ("Prevailing Wage"), which is attached and incorporated into this Agreement.
- c. Contractor shall perform the work described herein and shall furnish all labor, equipment, tools, special skills and materials required to perform the Services.
- d. Contractor shall provide Stadium Manager and maintain a current list of emergency numbers for 24-hour emergency response. Contractor shall initiate remedial action with one (1) hour of notification. Stadium Manager will determine what circumstances constitute an emergency in its sole discretion.
- e. Contractor shall provide the following categories of work:
  - i. Regular semi-annual and annual testing, inspection, and maintenance
  - ii. Corrective maintenance items found on regular testing and inspections
  - iii. Emergency services
  - iv. On-site response
  - v. Parts cost for modules, batteries, devices, switches, detectors, relays
  - vi. Provide parts for corrective maintenance – provide a percentage off manufacturers' list price
  - vii. Repair and Programming of alarm logic

#### **C. Minimum Qualifications**

- a. Contractor must possess, and continue to possess throughout the Term, the following minimum qualifications to be perform the Services under this Agreement:
  - i. Current C-10 Electrical Contractor License;

- ii. EST3 Fire Alarm certification;
- iii. Knowledge regarding all other current alarm systems defined below;
- iv. State of California Fire/Life/Safety technician certification;
- v. State of California electrician certification;
- vi. Knowledge regarding NFPA-72 and California Fire Code;
- vii. Successfully have provided similar Fire Alarm Testing, Maintenance and Inspection services for a minimum of five (5) years for public assembly venues with a capacity of at least 20,000 patrons utilizing EST3 fire alarm systems.
- viii. Contractor's personnel providing onsite service must have a minimum of three (3) years' experience in providing similar Fire Alarm Testing, Maintenance and Inspection services to public assembly venues referenced in item 7 above.

#### D. System Description

- a. Contractor must be, and remain throughout the Term, knowledgeable regarding, and familiar with, EST3 fire alarm systems, including: modular hardware and software components, network components and rail modules (LRMs).

#### E. Preventive Maintenance

- a. Contractor will be responsible for performing the work detailed in the Preventive Maintenance section of the EST3 Installation and Service Manual. The Preventive Maintenance section of the EST3 Installation and Service Manual provides a scope for preventative maintenance governed by NFPA-72; however, Levi's Stadium was designed and permitted under the 2010 California Building Code (CBC) as amended by local amendments adopted by the City of Santa Clara. Contractor may propose additional testing and maintenance work to Stadium Manager based on contractor's experience with similar systems, but such work will be subject to prior authorization by Stadium Manager. Contractor is responsible for being thoroughly familiar with the EST3 preventative maintenance requirements, as well as any other requirements from the NFPA, and the California Fire Code, as they may be amended from time to time.
- b. Unless Stadium Manager has existing stock or replacement parts, Contractor will provide necessary replacement of deficient or inoperable devices, including for those deficient or inoperable devices found during the course of system testing, inspection or preventative maintenance, or those devices that have failed during operation in connection with its maintenance responsibilities. Contractor must only use original replacement components manufactured by the original equipment manufacturer or other compatible components to preserve U.L. Listings and meet NFPA requirements.

#### F. Emergency Services & Onsite Response

- a. Contractor will make emergency service response between scheduled tests available 24 hours a day/seven (7) days a week to minimize system down time. Stadium Manager will determine what circumstances constitute an emergency in its sole discretion. Contractor will provide support via a telephone response within (thirty) 30 minutes of being notified of an emergency, and Contractor's service technicians shall be onsite within four (4) hours. Contractor will handle non-emergency calls, as determined by Stadium Manager, the next business day.

#### G. Kitchen Ansul System

- a. The annual and semi-annual testing, inspection and maintenance services for the Kitchen Ansul Systems at the Stadium shall include the following:
  - i. Visually inspect appliance location and layout for nozzle coverage.
  - ii. Visually inspect all surface, duct and plenum nozzles.
  - iii. Verify there are no signs the system has been activated or tampered with.
  - iv. Check pressure gauges for proper PSI.
  - v. Take system out of service to avoid discharge of agent.

- vi. Test the detection line by cutting a fusible link.
- vii. Change fusible links twice a year as required fire safety.
- viii. Replace protective blow off caps as needed.
- ix. Test proper operation of gas shutoff valve(s).
- x. Test proper operation of micro switch(s).
- xi. Test proper operation of the remote pull station.
- xii. Verify activation of system activates fire alarm system.
- xiii. Document any discrepancies and need for repairs.
- xiv. Inspection and service tag properly completed and attached to system.
- xv. Put the cooking system back into service.
- xvi. Verify the fire alarm system is placed back into operation.
- xvii. Check main Ansul tank system.

H. Levi's Stadium Alarm Detail

- a. Contractor will provide the Services, including fire alarm testing, inspection and maintenance work, for the fire alarm system devices and Kitchen Ansul hood systems referenced below:

<b>FIRE ALARM SYSTEM DEVICES</b>	<b>QUANTITY</b>
Alarm	4
Auxiliary	442
Control	207
Indicating	1889
Initiating	841
Monitor	157
Supervisory	164
Kitchen Ansul Systems	55
<b>TOTAL DEVICES</b>	<b>3,759</b>



**EXHIBIT B**

**CONTRACTOR COMPENSATION AND FEES**

The Parties mutually agree that as consideration for the Services contained in this Agreement, Stadium Manager shall compensate Contractor upon the completion (and verification of the completion by Stadium Manager) of the Services contained in **Exhibit A** in accordance with the compensation terms specified below.

Item	Description	4/1/2023 - 3/31/2024 Year One Pricing	4/1/2024 - 3/31/2025 Year Two Pricing	4/1/2025 to 3/31/2026 Year Three Pricing
1	Fire Alarm Annual Inspection and Semi Annual Fire Alarm Testing, Inspection and Maintenance Services (lump sum)	\$63,050.00  To be billed on a quarterly basis after service is completed	\$64,930.00  To be billed on a quarterly basis after service is completed	\$66,875.00  To be billed on a quarterly basis after service is completed
2	Ansul Hood Testing and Maintenance Annual and Semi-Annual (lump sum)	\$39,830.00	\$41,025.00	\$42,260.00
<b>Time &amp; Materials Hourly Rates for Converjint and Ansul Hood Technicians</b>				
3	Normal Hours (M-F - 8am - 5 pm)	\$175.00/hour	\$180.25/hour	\$185.66/hour
4	After Hours (Mon-Sat)	\$262.50/hour	\$270.38/hour	\$278.49/hour
5	Sundays & Holidays	\$350.00/hour	\$360.50/hour	\$371.32/hour
6	Minimum Time	4 hours	4 hours	4 hours
7	Truck Charge	\$85 per call	\$85 per call	\$85 per call
<b>Pricing for Replacement Parts for Fire Alarm Devices and Ansul Hood System</b>				
8	Fusible Links	\$16 each	\$16.48 each	\$16.97 each
9	Additional Internal Cylinder	\$53 each	\$54.59 each	\$56.23 each
10	Metal Blow Off Caps	\$18.00 each	\$18.54 each	\$19.10 each
11	Rubber Blow Off Caps	\$5.50 each	\$5.67 each	\$5.85 each
12	Other Replacement Parts	25% off List Price	25% off List Price	25% off List Price

**Total Not to Exceed Amount for Three Years: \$370,000**

Year One – 4/1/23 through 3/31/24 - \$120,000 inclusive of cost for additional services as required.

Year Two – 4/1/24 through 3/31/25 - \$123,000 inclusive cost for additional services as required.

Year Three – 4/1/25 through 3/31/26 - \$127,000 inclusive of cost for additional services as required.

The pricing list above will govern all of services provided by Contractor to Stadium Manager during the Term. Any and all additional costs, including taxes, shipping, handling, and any subcontractor costs, shall be at Contractor's sole expense and Contractor shall have no right to invoice Stadium Manager or any third-party for any additional costs incurred by Contractor in the performance of the Services under this Agreement.

## 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 Two Million Dollars (\$2,000,000) per occurrence and Four Million Dollars (\$4,000,000) 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. Contractor is directed to review and execute the "Contractor's Certification Regarding Worker's Compensation" attached hereto as **Exhibit F** and incorporated herein by this reference prior to Agreement execution.
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. Liability insurance covering claims arising out of errors and omissions by vendors rendering professional services, in the amount of One Million Dollars (\$1,000,000) each occurrence including contractual liability coverage, with all coverage retroactive to the earlier of the date of agreement or commencement of Contractor's services.
6. Umbrella or excess liability insurance in the amount of Two Million Dollars (\$2,000,000) 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.

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 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 (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 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 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.

## **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<sup>1</sup> does any of the following:
    - a. Is convicted<sup>2</sup> of operating a business in violation of any Applicable Law;
    - b. Is convicted of a crime punishable as a felony involving dishonesty<sup>3</sup>;
    - 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 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.

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<sup>1</sup> 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 of that corporation.

<sup>2</sup> 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.

<sup>3</sup> 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.

- 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<sup>4</sup> or business experience<sup>5</sup> 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.

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<sup>4</sup> 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.

<sup>5</sup> Loss of personnel deemed essential by Stadium Manager for the successful performance of the obligations of Contractor to Stadium Manager.

**EXHIBIT E**  
**PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION**

Pursuant to Labor Code Sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. See <http://www.dir.ca.gov/Public-Works/PublicWorks.html> for additional information.

No bid will be accepted, nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work.

Contractor hereby certifies that it is aware of the registration requirements set forth in Labor Code Sections 1725.5 and 1771.1 and is currently registered as a contractor with the Department of Industrial Relations.<sup>6</sup>

Name of Contractor:\_\_\_\_\_

DIR Registration Number:\_\_\_\_\_

DIR Registration Expiration:\_\_\_\_\_

Small Project Exemption: \_\_\_\_ Yes or \_\_\_\_ No

Unless Contractor is exempt pursuant to the small project exemption, Contractor further acknowledges:

- Contractor shall maintain a current DIR registration for the duration of the project.
- Contractor shall include the requirements of Labor Code Sections 1725.5 and 1771.1 in its contract with subcontractors and ensure that all subcontractors are registered at the time of bid opening (or contract execution where no bid occurred) and maintain registration status for the duration of the Agreement.
- Failure to submit this form or comply with any of the above requirements may result in a finding that the bid is non-responsive.

Name of Contractor\_\_\_\_\_

Signature\_\_\_\_\_

Name and Title\_\_\_\_\_

Dated\_\_\_\_\_

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<sup>6</sup> If the Agreement is exempt from the contractor registration requirements pursuant to the small project exemption under Labor Code Sections 1725.5 and 1771.1, please mark "Yes" in response to "Small Project Exemption."

**EXHIBIT F**

**CONTRACTOR'S CERTIFICATION REGARDING WORKER'S COMPENSATION**

I, the undersigned Contractor, am aware of the provisions of Section 3700 *et seq.* of the California Labor Code, which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I, the undersigned Contractor, agree to and will comply with such provisions before commencing the performance of the Services on this Agreement.

Name of Contractor: \_\_\_\_\_

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Title (Print)



## Agenda Report

23-353

Agenda Date: 3/21/2023

### REPORT TO STADIUM AUTHORITY BOARD

#### SUBJECT

Report from Stadium Authority for Action Regarding Stadium Manager's Request to Execute Agreement with Convergent Technologies for Fire Alarm Testing, Inspection, Maintenance, and Related Services at Levi's Stadium

#### BOARD PILLAR

Ensure Compliance with Measure J and Manage Levi's Stadium

#### BACKGROUND

On October 8, 2019, the City Council approved Ordinance No. 2005 amending Chapter 17.30 (Stadium Authority Procurement Policy) of the Santa Clara City Code, which rescinded the delegation to the Executive Director to enter into agreements without prior Stadium Authority Board (Board) approval. As a result of Ordinance No. 2005, the Stadium Manager is also required to request Board approval before entering into agreements on behalf of the Stadium Authority. As of the effective date of the Ordinance (November 8, 2019), all Stadium Authority agreements for services, supplies, materials, and equipment require the approval of the Stadium Authority Board.

As the Stadium Manager, 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, Stadium Manager, and Forty Niners SC Stadium Company (StadCo).

The Stadium Manager is requesting approval to execute an agreement with Convergent Technologies to provide fire alarm testing, inspection, maintenance, and related services for a three-year period beginning April 1, 2023 through March 31, 2026, with the option to extend the agreement for two additional one-year periods, in an amount not to exceed \$120,000 for the first contract year, \$123,000 for the second contract year, and \$127,000 for the third contract year for a total not to exceed amount of \$370,000 over the three-year period.

#### DISCUSSION

Stadium Authority staff reviewed the Stadium Manager's Recommendation for Award memo (attached to corresponding report #23-352) and supporting documents for consistency against the Stadium Authority Procurement Policy and Santa Clara City Code Chapter 2.105.140(c) (Competitive requirements for purchases - Formal request for proposals for agreements with an amount greater than \$250,000). The Stadium Manager's Request for Proposals (RFP) received three proposals and the Stadium Manager is recommending award to the highest ranked proposer (Convergent Technologies).



Based on the documentation, staff recommends approval of the Stadium Manager's request to execute an agreement with Convergent Technologies to provide fire alarm testing, inspection, maintenance, and related services for a three-year period beginning April 1, 2023 through March 31, 2026, in an amount not to exceed \$120,000 for the first year, \$123,000 for the second contract year, and \$127,000 for the third contract year for a total not to exceed amount of \$370,000 over the three-year period. Staff recommends delegating authority to the Executive Director to approve the Stadium Manager's exercise of the option to extend the agreement with the same basic terms and conditions for two additional one-year periods, if the associated costs have been approved by the Board in the Stadium Authority Budget.

The Stadium Authority Counsel's Office has reviewed the requested agreement for comparison to the Stadium Authority's customary language. While there are some differences in the language, including portions covering compliance with laws such as prevailing wage and conflict of interest, the agreement submitted here for approval contains the necessary language which identifies these legal obligations to the vendor. The vendor expressly agrees to adhere to such obligations upon its execution of the agreement. Nothing in the proposed agreement changes the Stadium Authority's rights under the Management Agreement and specifically with respect to any dispute that may arise from the Stadium Manager's obligations under the Management Agreement.

In addition, per Paragraph 4(b) of the Settlement Agreement, the Stadium Authority reserves all rights to confirm and dispute charges by and payments to the Stadium Manager during a fiscal year-end reconciliation/true-up, including but not limited to changes based on improper allocation, calculation, lack of support, or failure to comply with the Parties' contracts or California law. The Stadium Authority may raise related questions before the fiscal year-end reconciliation/true-up, which the Stadium Manager agrees to assess and respond to in good faith.

#### ENVIRONMENTAL REVIEW

The actions being considered do 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 or 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 Stadium Authority Fiscal Year (FY) 2023/24 Budget contains Shared Stadium Manager Expenses (Shared Expenses) such as Security, Stadium Operations, Engineering, Guest Services, and Groundskeeping. Shared Expenses are split between the Stadium Authority and Forty Niners SC Stadium Company LLC (StadCo) per the Stadium Management Agreement between Stadium Authority, StadCo, and Stadium Manager.

There are sufficient funds in the FY 2023/24 Shared Expenses Engineering line item to cover the agreement cost for the first year (up to \$120,000, of which the Stadium Authority is responsible for up to \$60,000). Since the renewal term extends beyond a single fiscal year, the term for subsequent fiscal years is conditioned upon approval of the Stadium Authority budget for the applicable fiscal year that includes the amounts due under the agreement as required under Santa Clara City Code Section 17.30.100.

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**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) <<mailto:clerk@santaclaraca.gov>> or at the public information desk at any City of Santa Clara public library.

**RECOMMENDATION**

1. Approve the Stadium Manager's request to execute an agreement with Convergent Technologies to provide fire alarm testing, inspection, maintenance, and related services at Levi's Stadium for a three-year period beginning April 1, 2023 through March 31, 2026, in an amount not exceed \$120,000 for the first contract year, \$123,000 for the second contract year, and \$127,000 for the third contract year for a total not to exceed amount of \$370,000 over the three-year period, subject to budget appropriations; and
2. Authorize Executive Director to approve the Stadium Manager's exercise of the option to extend the agreement with the same basic terms and conditions for two additional one-year periods, subject to budget appropriations.

Reviewed by: Christine Jung, Assistant to the Executive Director

Approved by: Office of the Executive Director



## Agenda Report

23-374

Agenda Date: 3/21/2023

### REPORT TO STADIUM AUTHORITY BOARD

#### SUBJECT

Request from the Stadium Manager to Utilize Cooperative Agreements to Leverage Discounted Pricing through Amazon.com LLC and B&H Foto and Electronics dba B&H and Award Purchase Orders to Advance Stores Company, Inc., CDW Government LLC, Cintas Corporation, Grainger Industrial Supply, and Midwest Motor Supply Company dba Kimball Midwest for Operational Needs at Levi's Stadium

#### BOARD PILLAR

Ensure Compliance with Measure J and Manage Levi's Stadium

#### DISCUSSION

On March 5, 2023, the Stadium Manager submitted a Recommendation to Utilize Multiple Cooperative Agreements for Operational Needs at Levi's Stadium memorandum with draft purchase orders to request approval to utilize cooperative agreements available through OMNIA Partners, Public Sector for the following:

1. Advance Stores Company, Inc. (Advance Stores): Award a purchase order to Advance Stores to procure automotive parts, accessories, and related supplies from April 1, 2023 through December 31, 2023, in an amount not to exceed \$25,000. These costs are classified as Stadium Authority Fiscal Year (FY) 2023/24 Shared Stadium Manager Expenses (Shared Expenses) for the Engineering and Groundskeeping Departments.
2. Amazon.com LLC (Amazon): Utilize Amazon's online marketplace to procure supplies, equipment and goods for a one-year period from April 1, 2023 through March 31, 2024, in an amount not to exceed \$250,000. The Stadium Manager shared in its memo that items can only be purchased with a credit card from Amazon's online marketplace. These costs are classified as Stadium Authority FY 2023/24 Shared Expenses across all departments.
3. B&H Foto and Electronics dba B&H (B&H): Utilize B&H's online marketplace to procure audio visual products and accessories for a one-year period from April 1, 2023 through March 31, 2024, in an amount not to exceed \$50,000. The Stadium Manager shared in its memo that items can only be purchased with a credit card from B&H's online marketplace. These costs are classified as Stadium Authority FY 2023/24 Shared Expenses for the Stadium Operations Department.
4. CDW Government LLC: Award a purchase order to CDW Government LLC for information technology solutions related to hardware, software, computer equipment, peripherals and accessories for a one-year period from April 1, 2023 through March 31, 2024, in an amount not to exceed \$100,000. These costs are classified as Stadium Authority FY 2023/24 Shared

Expenses across all departments.

5. Cintas Corporation: Award a purchase order to Cintas Corporation to purchase uniforms, brand name apparel, safety footwear, promotional products, facility products, and first aid and supplies for a one-year period from April 1, 2023 through March 31, 2024, in an amount not to exceed \$250,000. These costs are classified as Stadium Authority FY 2023/24 Shared Expenses across all departments.
6. Grainger Industrial Supply: Award a purchase order to Grainger Industrial Supply for maintenance, repair, operating supplies, industrial supplies, and related products for a one-year period from April 1, 2023 through March 31, 2024, in an amount not to exceed \$200,000. These costs are classified as Stadium Authority FY 2023/24 Shared Expenses across all departments.
7. Midwest Motor Supply Company dba Kimball Midwest (Kimball Midwest): Award a purchase order to Kimball Midwest for maintenance, repair, operating supplies, industrial supplies, and related products and services for a one-year period from April 1, 2023 through March 31, 2024, in an amount not to exceed \$50,000. These costs are classified as Stadium Authority FY 2023/24 Shared Expenses for the Engineering Department.

The Stadium Manager's memorandum describes the cooperative agreements that are being utilized and the requested goods in greater detail. As noted above, Amazon and B&H don't allow agreements and those purchases will need to be procured online with a credit card. These Shared Expenses have a total not to exceed amount of \$925,000 for FY 2023/24. Shared Expenses are split between the Stadium Authority and the Forty Niners SC Stadium Company, LLC (StadCo) per the Stadium Management Agreement between the Stadium Authority, StadCo, and Stadium Manager.

#### ATTACHMENTS

1. Stadium Manager's Recommendation to Utilize Cooperative Agreements Memo



## FORTY NINERS STADIUM MANAGEMENT COMPANY

Date: March 5, 2023

To: Executive Director  
Santa Clara Stadium Authority

From: Jenti Vandertuig  
Procurement Director

Subject: Recommendation to Utilize Multiple Cooperative Agreements for Operational Needs at Levi's Stadium

Recommend Forty Niners Stadium Management Company LLC (Stadium Manager) utilize select cooperative agreements available through OMNIA Partners, Public Sector and establish agreements with the following suppliers to acquire goods and services for Levi's Stadium:

1. Advance Stores Company, Inc. - \$25,000
2. Amazon.com LLC - \$250,000
3. B&H foto and Electronics dba B&H - \$50,000
4. CDW Government LLC - \$100,000
5. Cintas Corporation - \$250,000
6. Grainger Industrial Supply - \$200,000
7. Midwest Motor Supply Company dba Kimball Midwest - \$50,000

If these cooperative agreements are approved by the Santa Clara Stadium Authority (SCSA) Board, Stadium Manager will enter into agreements with vendors who accept local agreements as detailed in this memo and forward an executed copy.

### **Background on Cooperative Procurement**

Over the past decade, the concept of leveraging the combined spend of multiple entities has become well established. Known as "cooperative procurement," it combines the procurement requirements and purchasing power of several public agencies, into a larger solicitation that typically results in a more advantageous contract. The widely accepted practice called "piggybacking" occurs when a cooperative organization solicits on behalf of its members, with the resulting contract used by many agencies. The benefits can be tangible, including:

**Savings in time**—Since the solicitation process has already been conducted, agencies can quickly garner goods and services through an already established contract, rather than spending weeks and months to solicit their own contract(s).

**Advantageous pricing and value**—Cooperative contracts often produce lower prices by standardizing commodities and services and aggregating spend. Smaller entities benefit by leveraging volume discounts, and benefit from the purchasing power of a larger agency.

**Subject matter expertise**—Cooperative solicitations allow for the inclusion of subject matter experts across a wider base, as opposed to the limited knowledgeable resources available within a single contracting agency.

**Packaged Services** - As commodity purchasing has become more complicated, cooperative contracts are now combining value-added consulting or installation services to products, such as security camera and systems, HVAC and air quality equipment, etc.

**Convenience**—For customer departments, the ease of obtaining products has been streamlined. Instead of the lengthy process of requesting quotes, bids, or proposals, customers select products and services from the catalog, as the cooperative contract is already in place and vetted by procurement.

Recognized by the American Bar Association, as outlined in its Model Procurement Code for State and Local Governments, the concept of cooperative procurement is a proven, accepted means for the procurement of goods, services and construction across the nation. As a result, a growing percentage of public procurement professionals rely on cooperative purchasing as a much-needed tool in public contracting. A recent white paper by Harvard University's John F. Kennedy School of Government touts the benefits of cooperative purchasing, concluding that "cooperative purchasing clearly can add value."

There are a number of consortiums, non-profit and for profit organizations providing cooperative agreements. These organizations have specific requirements to be met to achieve member status. OMNIA Partners, Sourcewell, National Association of State Procurement Officials (NASPO) ValuePoint are a few of these organizations providing such cooperative agreements.

### **OMNIA Partners**

OMNIA Partners is one of the largest organizations in procurement and supply chain management. OMNIA Partners, Public Sector is a purchasing organization for state and local government, K-12 education, colleges, universities, and other agencies. All contracts available through OMNIA have been competitively solicited and publicly awarded by a government entity serving as the lead agency while utilizing industry standard practices and processes. Contracts offering a wide range of commodities such as business products and services, facilities maintenance, repair and operations, information technology, furniture, food, public safety, medical, and fleet are included in their portfolio of agreements to utilize.

Stadium Manager has been registered as a member of OMNIA Partners, Public Sector since October 22, 2019 with a participating agency number 5296559.

## **Recommendation**

As a member of OMNIA Partners, Public Sector, Stadium Manager is able to utilize agreements without executing local agreements. However, Stadium Manager has opted to execute local agreements with five of the seven vendors who will accept term blanket purchase orders. Amazon.Com LLC and B&H are two vendors who will not execute local agreements but make their online marketplace available to all OMNIA Partners, Public Sector members. There are multiple vendors who have more than one cooperative agreement under the Omnia Partners, Public Sector, umbrella. Stadium Manager will utilize the agreement that is most advantageous depending on product availability, pricing including discounts and delivery timelines. Stadium Manager recommends for following:

### **1. Advance Stores Company**

Establish an agreement with Advance Stores Company (Advance Stores) to procure automotive parts, accessories, and related supplies from April 1, 2023 through December 31, 2023 in an amount not to exceed \$25,000.

The Advance Stores cooperative agreement 2017000280 contract period is from January 1, 2017 through December 31, 2023. City of Charlotte, NC, lead agency agreement including amendments, an executive summary and product list can be accessed online at:

<https://www.omniapartners.com/publicsector/suppliers/advance-auto-parts/contract-documentation>

Advance Stores provides a broad range of automotive parts and supplies across categories and departments. They can provide, but not limited to: batteries, headlights, oil, and filters for utility vehicles, golf carts, and miscellaneous shop equipment to name a few. The Stadium Manager will need the materials and equipment supplied by Advance Stores on an ongoing basis for general replacement associated with preventative and corrective maintenance. Advance Stores has a 24/7 online catalog and a local store nearby allowing for the option of in-store shopping or online purchase and pickup in-store.

The cost of purchases under this agreement is covered in the Stadium Manager's FY 23/24 SCSA budget, Engineering Department and Groundskeeping Department as a shared expense.

### **2. Amazon.com LLC**

Recommend approval to utilize Amazon.com LLC (Amazon) online marketplace to procure supplies, equipment and goods from April 1, 2023 through March 31, 2024 in an amount not to exceed amount of \$250,000.

OMNIA Partners, Public Sector has two Amazon cooperative agreements with two lead agencies offering online marketplace for the purchase of products. Prince William County Public Schools, VA lead agency agreement-TC-17006 is from January 19, 2017 through January 18, 2024. The renewal period provides an option for the lead agency, at its sole discretion, to

extend the agreement for three additional two year periods. State of Utah lead agency agreement MA3457 is from September 9, 2020 through May 5, 2025. Both agreements including amendments, an executive summary and product category lists can be accessed online at: <https://www.omniapartners.com/publicsector/suppliers/amazon-business/contract-documentation#c36074>

Amazon provides access to hundreds of millions of products from hundreds of thousands of suppliers across multiple product categories like office supplies and equipment, promotional items, information technology products, MRO supplies including facility, janitorial and sanitation, restaurant and breakroom supplies. Stadium Manager has a need to procure all these categories of items on an ongoing basis.

Amazon offers its online marketplace to browse and select items to procure online with a credit card. Amazon does not execute local term agreements and provides discount pricing for all OMNIA Partners, Public Sector members.

The cost of these purchases will be covered in the Stadium Manager FY23/24 SCSA budget across all departments as a shared expense.

### **3. B&H foto and Electronics dba B&H**

Recommend approval to utilize B&H to procure audio visual products and accessories from April 1, 2023 through March 31, 2024 in an amount not to exceed \$50,000.

B&H cooperative agreement R201202 contract period is from April 1, 2021 through March 31, 2024. Region 4 ESC, TX, lead agency agreement including amendments, an executive summary and product list can be accessed online at: <https://www.omniapartners.com/publicsector/suppliers/bh-photo-video-pro-audio/contract-documentation#c43419>

B&H provides over 550,000 technology items from over 7,000 brands, have a dedicated account team, state of the art automated warehouse, efficient order processing and real time tracking. B&H also provides various payment options including credit cards and invoices. Technical advice, planning and solutions from experienced professionals are included at no cost. A wide range of technology products covering as audio, video, pro-audio, surveillance, optics, computers and peripherals are available through B&H.

B&H offers its online marketplace to select items and procure online. B&H does not execute local term agreements and provides discount pricing for all OMNIA Partners, Public Sector members. For large orders, individual purchase orders are accepted with longer lead times. Given the volume of our expenditures, placing online orders with the credit card is recommended.



The cost of purchases under this agreement is covered in the Stadium Manager's FY 23/24 SCSA budget, Stadium Operations as a shared expense.

#### **4. CDW Government LLC**

Establish a one-year agreement with CDW Government LLC (CDW-G) for information technology solutions related to hardware, software, computer equipment, peripherals and accessories from April 1, 2023 through March 31, 2024 in an amount not to exceed \$100,000.

CDW-G has multiple cooperative agreements. Once approved by the SCSA Board, Stadium Manager will work with Omnia Partners representative to select the most favored agreement suitable for Stadium Manager use. All agreements including amendments, an executive summary and product category lists can be accessed online at:

<https://www.omniapartners.com/publicsector/suppliers/cdw-g/contract-documentation#c35647>

Information technology solutions related to hardware, software, computer equipment, peripherals and accessories are required by Stadium Manager to operate efficiently and all departments have a need to procure as needed.

The cost of these purchases will be covered in the Stadium Manager FY23/24 SCSA budget across all departments as a shared expense.

#### **5. Cintas Corporation**

Establish a one-year agreement with Cintas Corporation for purchase of uniforms, brand name apparel, safety footwear, promotional products, facility products, and first aid and safety supplies from April 1, 2023 through March 31, 2024 in an amount not to exceed \$250,000.

The Cintas Corporation cooperative agreement R-BB-19002 contract period is from December 13, 2018 through October 31, 2027. Prince William County Schools, VA lead agency agreement including amendments, an executive summary and product list can be accessed online at:

<https://www.omniapartners.com/publicsector/suppliers/cintas-corporation/contract-documentation#c30957>

Cintas provides uniforms for purchase, brand name apparel, safety footwear, promotional products, facility products, and first aid and safety supplies as needed. Purchase of products include customization such as logos but not limited to direct embroidery, emblems, or custom silkscreening. Purchases will not cover any rental programs nor any labor or other public works performed by vendor at Levi's Stadium; such additional services shall require the execution of a separate service agreement.

An agreement with Cintas will facilitate the acquisition of uniforms for Guest Services, Engineering, Security, and other departments requiring uniforms at Levi's Stadium in a timely

manner. Their breadth of product offerings mentioned above will help minimize the need for individual spot purchases requiring long lead times.

The cost of these purchases will be covered in the Stadium Manager FY23/234SCSA budget across all departments as a shared expense.

**6. Grainger Industrial Supply**

Establish a one-year agreement with Grainger Industrial Supply (Grainger), for maintenance, repair, operating supplies, industrial supplies and related products from April 1, 2023 through March 31, 2024 in an amount not to exceed \$200,000. The purchase will not cover any labor or other public works performed by vendor at Levi's Stadium; such additional services shall require the execution of a separate service agreement.

Grainger has four agreements with various lead agencies as referenced on their website at: <https://www.omniapartners.com/publicsector/suppliers/grainger/contract-documentation#c35554>. Once approved by the SCSA Board, Stadium Manager will work with Omnia Partners representative to select the most favored agreement suitable for Stadium Manager use.

Grainger provides a complete and comprehensive offering industrial supplies with 1.7 million products such as, but not limited to: electrical, fasteners, lighting, measuring tools, pipe and tube, and tools. Grainger focuses on having products available and delivered when needed, working with 4,500+ suppliers around the world to provide efficient supply chain streamline.

Stadium Manager will need the materials and equipment supplied by Grainger on an ongoing basis for general renewal and replacement associated with preventative and corrective maintenance.

The cost of purchases under this agreement is covered in the Stadium Manager's FY 23/24 SCSA budget, Engineering, Security, Guest Services, Groundskeeping and Stadium Operations Departments as a shared expense.

**7. Midwest Motor Supply Company dba Kimball Midwest**

Establish a one-year agreement with Kimball Midwest, for maintenance, repair, operating supplies, industrial supplies and related products and services from April 1, 2023 through March 31, 2024 in an amount not to exceed \$50,000. Purchases will not cover any labor or other public works performed by vendor at Levi's Stadium; such additional services shall require the execution of a separate service agreement.

The Kimball Midwest cooperative agreement R192004 contract period is from April 1, 2020 through March 31, 2024. Region 4 ESC, TX, lead agency agreement including amendments, an executive summary and product list can be accessed online at:

<https://www.omniapartners.com/publicsector/suppliers/kimball-midwest/contract-documentation#c35711>

Kimball Midwest provides a product line of more than 45,000 items but not limited to: fasteners, hoses and fittings, drill bits, electrical connectors and shop supplies. The Stadium Engineering staff will continue to need the materials and equipment supplied by Kimball Midwest on an ongoing basis for general renewal and replacement associated with preventative and corrective maintenance. Having Kimball Midwest coming onsite to refill the bin stock will provide the Stadium Engineering staff will need the materials and equipment with no interruptions in their daily activities.

The cost of purchases under this agreement is covered in the Stadium Manager's FY 23/24 SCSA budget, Engineering Department as a shared expense.

Submitted By:  Date: 3/7/2023  
Jenti Vandertuig, Procurement Director



## Agenda Report

23-372

Agenda Date: 3/21/2023

### REPORT TO STADIUM AUTHORITY BOARD

#### SUBJECT

Report from the Stadium Authority for Action on Stadium Manager's Request to Utilize Cooperative Agreements to Leverage Discounted Pricing through Amazon.com LLC and B&H Foto and Electronics dba B&H and Award Purchase Orders to Advance Stores Company, Inc., CDW Government LLC, Cintas Corporation, Grainger Industrial Supply, and Midwest Motor Supply Company dba Kimball Midwest for Operational Needs at Levi's Stadium

#### BOARD PILLAR

Ensure Compliance with Measure J and Manage Levi's Stadium

#### BACKGROUND

On October 8, 2019, the City Council approved Ordinance No. 2005 amending Chapter 17.30 of the Santa Clara City Code (Stadium Authority Procurement Policy), which rescinded the delegation to the Executive Director to enter into agreements without prior Stadium Authority Board (Board) approval. As a result of Ordinance No. 2005, the Stadium Manager is also required to request Board approval before entering into agreements on behalf of the Stadium Authority. As of the effective date of the Ordinance (November 8, 2019), all Stadium Authority agreements for services, supplies, materials, and equipment require the approval of the Stadium Authority Board.

As the Stadium Manager, 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, Stadium Manager, and Forty Niners SC Stadium Company, LLC (StadCo).

The Stadium Manager is requesting approval to utilize cooperative agreements available through OMNIA Partners, Public Sector for the following:

1. Advance Stores Company, Inc. (Advance Stores): Award a purchase order to Advance Stores to procure automotive parts, accessories, and related supplies from April 1, 2023 through December 31, 2023, in an amount not to exceed \$25,000. These costs are classified as Stadium Authority Fiscal Year (FY) 2023/24 Shared Stadium Manager Expenses (Shared Expenses) for the Engineering and Groundskeeping Departments.
2. Amazon.com LLC (Amazon): Utilize Amazon's online marketplace to procure supplies, equipment and goods for a one-year period from April 1, 2023 through March 31, 2024, in an amount not to exceed \$250,000. The Stadium Manager shared in its memo that items can only be purchased with a credit card from Amazon's online marketplace. These costs are classified as Stadium Authority FY 2023/24 Shared Expenses across all departments.
3. B&H Foto and Electronics dba B&H (B&H): Utilize B&H's online marketplace to procure

audio visual products and accessories for a one-year period from April 1, 2023 through March 31, 2024, in an amount not to exceed \$50,000. The Stadium Manager shared in its memo that items can only be purchased with a credit card from B&H's online marketplace. These costs are classified as Stadium Authority FY 2023/24 Shared Expenses for the Stadium Operations Department.

4. CDW Government LLC: Award a purchase order to CDW Government LLC for information technology solutions related to hardware, software, computer equipment, peripherals and accessories for a one-year period from April 1, 2023 through March 31, 2024, in an amount not to exceed \$100,000. These costs are classified as Stadium Authority FY 2023/24 Shared Expenses across all departments.
5. Cintas Corporation: Award a purchase order to Cintas Corporation to purchase uniforms, brand name apparel, safety footwear, promotional products, facility products, and first aid and supplies for a one-year period from April 1, 2023 through March 31, 2024, in an amount not to exceed \$250,000. These costs are classified as Stadium Authority FY 2023/24 Shared Expenses across all departments.
6. Grainger Industrial Supply: Award a purchase order to Grainger Industrial Supply for maintenance, repair, operating supplies, industrial supplies, and related products for a one-year period from April 1, 2023 through March 31, 2024, in an amount not to exceed \$200,000. These costs are classified as Stadium Authority FY 2023/24 Shared Expenses across all departments.
7. Midwest Motor Supply Company dba Kimball Midwest (Kimball Midwest): Award a purchase order to Kimball Midwest for maintenance, repair, operating supplies, industrial supplies, and related products and services for a one-year period from April 1, 2023 through March 31, 2024, in an amount not to exceed \$50,000. These costs are classified as Stadium Authority FY 2023/24 Shared Expenses for the Engineering Department.

## DISCUSSION

Stadium Authority staff reviewed the Stadium Manager's Recommendation to Utilize Multiple Cooperative Agreements for Operational Needs at Levi's Stadium memorandum (attached to corresponding report #23-374), cooperative agreements through OMNIA Partners, Public Sector, and draft purchase orders for consistency against the Stadium Authority Procurement Policy and Santa Clara City Code Chapter 2.105.270(c) (Purchases through utilization of preestablished cooperative purchasing agreements).

Based on the documentation, staff recommends approval of the Stadium Manager's request to utilize Amazon and B&H's online marketplaces and award purchase orders to Advance Stores, CDW Government LLC, Cintas Corporation, Grainger Industrial Supply, and Kimball Midwest for the described goods.

As stated in the Stadium Manager's memo regarding the purchase orders with Grainger Industrial Supply and Kimball Midwest, purchases from these vendors will not cover any labor or other public works performed at Levi's Stadium and such additional services will require the execution of separate service agreements.

The Stadium Authority Counsel's Office has reviewed the requested purchase orders for comparison

to the Stadium Authority's customary language. While there are some differences in the language, including portions covering compliance with laws such as conflict of interest, the purchase orders submitted for approval contain the necessary language which identifies these legal obligations to the vendors. The vendors expressly agree to adhere to such obligations upon their execution of the agreement. Nothing in the proposed purchase orders change the Stadium Authority's rights under the Management Agreement and specifically with respect to any dispute that may arise from the Stadium Manager's obligations under the Management Agreement.

In addition, per Paragraph 4(b) of the Settlement Agreement, the Stadium Authority reserves all rights to confirm and dispute charges by and payments to the Stadium Manager during a fiscal year-end reconciliation/true-up, including but not limited to changes based on improper allocation, calculation, lack of support, or failure to comply with the Parties' contracts or California law. The Stadium Authority may raise related questions before the fiscal year-end reconciliation/true-up, which the Stadium Manager agrees to assess and respond to in good faith.

### 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 FY 2023/24 Budget contains Shared Expenses such as Security, Stadium Operations, Engineering, Guest Services, and Groundskeeping. Shared Expenses are split 50/50 or 30/70 (Groundskeeping only) between the Stadium Authority and Forty Niners SC Stadium Company LLC (StadCo) per the Management Agreement between Stadium Authority, StadCo, and Stadium Manager.

These Shared Expenses purchase orders have a total not to exceed amount of \$925,000 for FY 2023/24, of which the Stadium Authority would be responsible for up to \$462,500. There are sufficient funds in the FY 2023/24 Shared Expenses line items across all departments to cover these expenses.

### 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

1. Approve the Stadium Manager's request utilize the described cooperative agreement to award a purchase order to Advance Stores to procure automotive parts, accessories, and related supplies from April 1, 2023 through December 31, 2023, in an amount not to exceed \$25,000;

2. Approve the Stadium Manager's request to utilize the described cooperative agreement(s) to utilize Amazon's online marketplace to procure supplies, equipment and goods for a one-year period from April 1, 2023 through March 31, 2024, in an amount not to exceed \$250,000;
3. Approve the Stadium Manager's request to utilize the described cooperative agreement to utilize B&H's online marketplace to procure audio visual products and accessories for a one-year period from April 1, 2023 through March 31, 2024, in an amount not to exceed \$50,000;
4. Approve the Stadium Manager's request to utilize the described cooperative agreement(s) to award a purchase order to CDW Government LLC for information technology solutions related to hardware, software, computer equipment, peripherals and accessories for a one-year period from April 1, 2023 through March 31, 2024, in an amount not to exceed \$100,000;
5. Approve the Stadium Manager's request to utilize the described cooperative agreement to award a purchase order to Cintas Corporation for purchase of uniforms, brand name apparel, safety footwear, promotional products, facility products, and first aid and supplies for a one-year period from April 1, 2023 through March 31, 2024, in an amount not to exceed \$250,000;
6. Approve the Stadium Manager's request to utilize the described cooperative agreement(s) to award a purchase order to Grainger Industrial Supply for maintenance, repair, operating supplies, industrial supplies, and related products for a one-year period from April 1, 2023 through March 31, 2024, in an amount not to exceed \$200,000; and
7. Approve the Stadium Manager's request to utilize the described cooperative agreement to award a purchase order to Kimball Midwest for maintenance, repair, operating supplies, industrial supplies, and related products and services for a one-year period from April 1, 2023 through March 31, 2024, in an amount not to exceed \$50,000.

Prepared by: Christine Jung, Assistant to the Executive Director

Approved by: Office of the Executive Director



## Agenda Report

23-376

Agenda Date: 3/21/2023

### REPORT TO STADIUM AUTHORITY BOARD

#### SUBJECT

Request from the Stadium Manager to Award Agreement to Blocka Construction Inc. to Replace Variable Frequency Drives for Cooling Towers and Pumps at Levi's Stadium (Variable Frequency Drive(s) CapEx Project) and Related Budget Amendment

#### BOARD PILLAR

Ensure Compliance with Measure J and Manage Levi's Stadium

#### DISCUSSION

On March 6, 2023, the Stadium Manager submitted a Recommendation for Award memo, along with supporting procurement documentation, to request approval for the Variable Frequency Drive(s) Capital Expense (CapEx) project. After additional discussions with staff, the Stadium Manager submitted an amended Recommendation for Award memo (Attachment 1) for the following actions related to the Variable Frequency Drive(s) Capital Expense (CapEx) project:

1. Award a one-time agreement to Blocka Construction Inc. in the amount of \$118,000 to replace the variable frequency drive for cooling towers and pumps at Levi's Stadium;
2. Approve a budget amendment to increase the total budget amount for this CapEx project by \$22,434, from \$107,366 to \$129,800. The Stadium Authority Fiscal Year (FY) 2023/24 CapEx Budget includes \$107,366 for the Variable Frequency Drive(s) CapEx line item;
3. Authorize the Stadium Manager to execute any and all documents associated with, and necessary for the award, completion, and acceptance of this project; and
4. Authorize the Stadium Manager to execute change orders up to \$11,800 for a total not to exceed construction agreement amount of \$129,800.

The proposed budget amendment will cover the costs of the one-time agreement (\$118,000) and a 10% contingency for change orders (\$11,880). The Stadium Manager has incurred costs for the project in FY 2022/23 related to a HKS Architects task order under a Board-approved contract for design work (\$29,550), City of Santa Clara permit fees (\$1,144), and San Jose Mercury News publication fees (\$215). The Stadium Authority FY 2022/23 CapEx Budget includes \$133,000 for the project.

The Stadium Manager's Recommendation for Award describes the request and Request for Bids (RFB) process in more detail. A variable frequency drive is a device used in a drive system that controls speed and torque by varying the frequency of the input electricity. The variable frequency drives that are being replaced are for the cooling towers, which control the cooling functions for the Stadium.



ATTACHMENTS

1. Stadium Manager's Recommendation for Award Memo
2. Draft Agreement with Blocka Construction Inc.



## **FORTY NINERS STADIUM MANAGEMENT COMPANY**

Date: March 15, 2023

To: Executive Director  
Santa Clara Stadium Authority

From: Jenti Vandertuig  
Procurement Director  
Forty Niners Stadium Management Company LLC

Subject: Recommendation for Award RFB FY22-0042 Levi's Stadium Variable Frequency Drive Replacement for Cooling Towers and Pumps Project

### **Recommendation**

1. Recommend approval and award of a one-time contract to Blocka Construction Inc., in the amount of \$118,000, to replace the variable frequency drive for cooling towers and pumps at Levi's Stadium.
2. Recommend a budget augmentation for the Levi's Stadium Variable Frequency Drive Replacement for Cooling Towers and Pumps Project (Project) of \$22,434, which will increase the total budget amount for this Project from \$107,366 to \$129,800. The Project budget was approved by the Santa Clara Stadium Authority (SCSA) as part of the FY23/24 SCSA Capital Expenditures Budget.
3. Authorize Stadium Manager to execute any and all documents associated with, and necessary for the award, completion, and acceptance of this Project; and
4. Authorize Stadium Manager to execute change orders up to 10% or \$11,800 for a total not to exceed construction contract amount of \$129,800.00.

### **Solicitation Process**

Forty Niners Stadium Management Company LLC (Stadium Manager) has a need to replace the variable frequency drive for cooling towers and pumps at Levi's Stadium (Stadium). The Project was approved as part of the FY22/23 SCSA Capital Expenditures budget.

On January 10, 2023, Stadium Manager issued a Request for Bids (RFB) FY22-0042 for the Project.

Stadium Manager published the RFB on Bonfire Interactive, Stadium Manager's eProcurement portal <https://49ers.bonfirehub.com/portal/>. In addition to inviting a list of contractors on our established supplier list, Stadium Manager also selected contractors registered on the portal with specific commodity codes offering such services. Addendum No.1 was issued on February 7, 2023 to provide additional information on the plans and specifications, extend the due date and time for receipt of bids, revise the public bid opening date and time, and timeline for the protest period.

On January 20, 2023, Stadium Manager published the Notice Inviting Bids for the Project in the San Jose Mercury News publication. Notices were also emailed on January 10, 2023 to the Builders' Exchange of Santa Clara County and Minority Business Consortium to communicate with their respective member communities regarding the solicitation for the Project.

Stadium Manager held a non-mandatory pre-bid conference on January 19, 2023 at 11:00 a.m. (PT) to provide an overview of the Project and answer any questions from prospective bidders. The RFB provided prospective bidders the option to schedule on-site visits to the Stadium.

Electronic bid submissions were due on or before February 15, 2023 at 3:00 p.m. (PT). Four bids were received on or before the closing due date and time from the following firms:

1. Blocka Construction Inc. = \$118,000
2. True Blue Automation Services - \$73,707.48
3. Marina Mechanical - \$117,700
4. Devcon Construction, Inc. - \$158,000

### **Public Bid Opening**

A public bid opening was held on February 15, 2023 at 4:00 p.m. (PT). The RFB provided the public bid opening webcast information including a meeting ID and password for bidders to log on via Zoom to attend. Multiple callers were in attendance. Stadium Manager announced the receipt of the four bids on or before the due date and time, announced the name of the bidders and the base bid amounts and declared True Blue Automation Services the apparent low bidder.

The protest period ended on February 22, 2023. There were no protests.

### **Evaluation of Apparent Low Bidder**

Stadium Manager reviewed the bid from True Blue Automation Services and determined that the bidder was nonresponsive. The bidder did not possess a Class B (General Building Contractor) license as required in the RFB. The second low bidder, Marina Mechanical, was also deemed nonresponsive. The bid materially differed from the forms required in the bid documents because it was on the contractor's proposal form and omitted the required bid forms. The third low bidder, Blocka Construction Inc. was the lowest responsive and responsible bidder. Supporting documentation on the evaluation of bids has been provided.

### **Next Steps**


The Project was approved as part of the FY23/24 SCSA Capital Expenditures budget. The current approved amount for this Project is \$107,366.

Stadium Manager is recommending a budget augmentation to address the following costs for this Project:

1. Blocka Construction Inc. Bid - \$118,000
2. 10% Contingency Amount for Change Orders - \$11,800

Once Stadium Manager receives approval from the SCSA Board, a contract (included in the RFB) will be executed with Blocka Construction, Inc., and a fully executed copy of the contract will be forwarded to the SCSA. In addition, Stadium Manager requests authorization to issue change orders up to \$11,800 or 10% of the Project cost which will allow Stadium Manager to take timely administrative action if required and not delay completion of the Project.

Supporting documentation has been provided for review and approval. The cost for advertising the RFB in the San Jose Mercury News publication for one day is \$215.22. Stadium Manager's request to publish legal notices in the San Jose Mercury News for various solicitations, including public works, was approved by the SCSA Board on July 13, 2021. This Project is a public works project.

DocuSigned by:  
  
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Submitted By: \_\_\_\_\_ Date: 3/15/2023  
Jenti Vandertuig, Procurement Director

# FORTY NINERS STADIUM MANAGEMENT COMPANY LLC

## CONSTRUCTION CONTRACT

### LEVI'S STADIUM VARIABLE FREQUENCY DRIVE REPLACEMENTS FOR COOLING TOWERS AND PUMPS PROJECT

#### 1. PARTIES AND DATE.

This Contract is made and entered into this [\*\*\*INSERT DAY\*\*\*] day of [\*\*\*INSERT MONTH\*\*\*], [\*\*\*INSERT YEAR\*\*\*] by and between the Forty Niners Stadium Management Company LLC, a Delaware limited liability company ("Stadium Manager") and [\*\*\*INSERT NAME\*\*\*], a [\*\*\*INSERT TYPE OF ENTITY - CORPORATION, PARTNERSHIP, SOLE PROPRIETORSHIP OR OTHER LEGAL ENTITY\*\*\*] with its principal place of business at [\*\*\*INSERT ADDRESS\*\*\*] ("Contractor"). Stadium Manager and Contractor are sometimes individually referred to as "Party" and collectively as "Parties" in this Contract.

#### 2. RECITALS.

2.1 Stadium Manager. Stadium Manager seeks to contract for services necessary to achieve its purpose.

2.2 Contractor. Contractor desires to perform and assume responsibility for the provision of certain construction services required by the Stadium Manager on the terms and conditions set forth in this Contract. Contractor represents that it is duly licensed and experienced in providing variable frequency drive ("VFD") replacement related construction services, that it and its employees or subcontractors have all necessary licenses and permits to perform the services in the State of California, and that it is familiar with the plans of Stadium Manager. The following license classifications are required for this Project: Class B (General Building Contractor)

2.3 Project. Stadium Manager desires to engage Contractor to render such services for the **Levi's Stadium Variable Frequency Drive Replacements for Cooling Towers and Pumps Project** ("Project") as set forth in this Contract.

2.4 Project Documents & Certifications. Contractor has obtained, and delivers concurrently herewith, a performance bond, a payment bond, and all insurance documentation, as required by the Contract.

#### 3. TERMS

3.1 Incorporation of Documents. This Contract includes and hereby incorporates in full by reference the following documents, including all exhibits, drawings, specifications and documents therein, and attachments and addenda thereto:

- Services/Schedule (Exhibit "A")
- Plans and Specifications (Exhibit "B")
- Special Conditions (Exhibit "C")
- Contractor's Certificate Regarding Workers' Compensation (Exhibit "D")
- Public Works Contractor Registration Certification (Exhibit "E")
- Payment and Performance Bonds (Exhibit "F")

- Procurement and Contract Process Integrity and Conflict of Interest Guidelines (Exhibit "G")
- Levi's Stadium Jobsite Rules (Exhibit "H")
- Addenda
- Change Orders executed by the Stadium Manager
- Latest Edition of the Standard Specifications for Public Works Construction (The Greenbook), Excluding Sections 1-9
- Notice Inviting Bids, if any
- Instructions to Bidders, if any
- Contractor's Bid

3.2 Contractor's Basic Obligation; Scope of Work. Contractor promises and agrees, at its own cost and expense, to furnish to the Stadium Manager all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately complete the Project, including all structures and facilities necessary for the Project or described in the Contract (hereinafter sometimes referred to as the "Work"), for a Total Contract Price as specified pursuant to this Contract. All Work shall be subject to, and performed in accordance with the above referenced documents, as well as the exhibits attached hereto and incorporated herein by reference. The plans and specifications for the Work are further described in Exhibit "B" attached hereto and incorporated herein by this reference. Special Conditions, if any, relating to the Work are described in Exhibit "C" attached hereto and incorporated herein by this reference.

3.2.1 Change in Scope of Work. Any change in the scope of the Work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or nature of the Work shall not be paid for or accepted unless such change, addition or deletion is approved in writing by a valid change order executed by the Stadium Manager. Should Contractor request a change order due to unforeseen circumstances affecting the performance of the Work, such request shall be made within five (5) business days of the date such circumstances are discovered or shall waive its right to request a change order due to such circumstances. If the Parties cannot agree on any change in price required by such change in the Work, the Stadium Manager may direct the Contractor to proceed with the performance of the change on a time and materials basis.

3.2.2 Substitutions/"Or Equal". Pursuant to Public Contract Code Section 3400(b), the Stadium Manager may make a finding that designates certain products, things, or services by specific brand or trade name. Unless specifically designated in this Contract, whenever any material, process, or article is indicated or specified by grade, patent, or proprietary name or by name of manufacturer, such Specifications shall be deemed to be used for the purpose of facilitating the description of the material, process or article desired and shall be deemed to be followed by the words "or equal."

Contractor may, unless otherwise stated, offer for substitution any material, process or article which shall be substantially equal or better in every respect to that so indicated or specified in this Contract. However, the Stadium Manager may have adopted certain uniform standards for certain materials, processes and articles. Contractor shall submit requests, together with substantiating data, for substitution of any "or equal" material, process or article no later than seven (7) calendar days prior to the bid submission deadline set forth in the Notice Inviting Bids as it may be amended. Provisions regarding submission of "or equal" requests shall not in any way authorize an extension of time for performance of this Contract. If a proposed "or equal"

substitution request is rejected or submitted untimely, Contractor shall be responsible for providing the specified material, process or article. The burden of proof as to the equality of any material, process or article shall rest with Contractor.

The Stadium Manager has the complete and sole discretion to determine if a material, process or article is an "or equal" material, process or article that may be substituted. Data required to substantiate requests for substitutions of an "or equal" material, process or article shall include a signed affidavit from Contractor stating that, and describing how, the substituted "or equal" material, process or article is equivalent to that specified in every way except as listed on the affidavit. Substantiating data shall include any and all illustrations, specifications, and other relevant data including catalog information which describes the requested substituted "or equal" material, process or article, and substantiates that it is an "or equal" to the material, process or article. The substantiating data must also include information regarding the durability and lifecycle cost of the requested substituted "or equal" material, process or article. Failure to submit all the required substantiating data, including the signed affidavit, to the Stadium Manager in a timely fashion will result in the rejection of the proposed substitution.

Contractor shall bear all of the Stadium Manager's costs associated with the review of substitution requests. Contractor shall be responsible for all costs related to a substituted "or equal" material, process or article. Contractor is directed to the Special Conditions and/or Services/Schedule exhibits attached hereto (if any) to review any findings made pursuant to Public Contract Code Section 3400.

### 3.3 Period of Performance.

3.3.1 Contract Time. Contractor shall perform and complete all Work under this Contract within ninety (90) days, beginning the effective date of the Notice to Proceed ("Contract Time"). Contractor shall perform its Work in strict accordance with any completion schedule, construction schedule or project milestones developed by the Stadium Manager. Such schedules or milestones may be included as part of Exhibits "A" or "B" attached hereto, or may be provided separately in writing to Contractor. Contractor agrees that if such Work is not completed within the aforementioned Contract Time and/or pursuant to any such completion schedule, construction schedule or project milestones developed pursuant to provisions of the Contract, it is understood, acknowledged and agreed that the Stadium Manager will suffer damage.

3.3.2 Force Majeure. Neither Stadium Manager nor Contractor shall be considered in default of this Contract for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Contract, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; pandemics or epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage or judicial restraint. Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Contract. Contractor's exclusive remedy in the event of delay covered under this Section shall be a non-compensable extension of the Contract Time.

3.3.3 Liquidated Damages. Pursuant to Government Code Section 53069.85, Contractor shall pay to the Stadium Manager as fixed and liquidated damages the sum of Five Hundred Dollars (\$500.00) per day for each and every calendar day of delay beyond the Contract

Time or beyond any completion schedule, construction schedule or Project milestones established pursuant to the Contract.

3.4 Standard of Performance; Performance of Employees. Contractor shall perform all Work under this Contract in a skillful and workmanlike manner, and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Work. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Work assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Work, including any required business license, and that such licenses and approvals shall be maintained throughout the term of this Contract. Contractor shall perform, at its own cost and expense and without reimbursement from the Stadium Manager, any work necessary to correct errors or omissions which are caused by Contractor's failure to comply with the standard of care provided for herein. Any employee who is determined by the Stadium Manager to be uncooperative, incompetent, a threat to the safety of persons or the Work, or any employee who fails or refuses to perform the Work in a manner acceptable to the Stadium Manager, shall be promptly removed from the Project by Contractor and shall not be re-employed on the Work.

3.5 Control and Payment of Subordinates; Contractual Relationship. Stadium Manager retains Contractor on an independent contractor basis and Contractor is not an employee of Stadium Manager. Any additional personnel performing the work governed by this Contract on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance under this Contract and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.

3.6 Stadium Manager's Basic Obligation. Stadium Manager agrees to engage and does hereby engage Contractor as an independent contractor to furnish all materials and to perform all Work according to the terms and conditions herein contained for the sum set forth above. Except as otherwise provided in the Contract, the Stadium Manager shall pay to Contractor, as full consideration for the satisfactory performance by Contractor of the services and obligations required by this Contract, the below-referenced compensation in accordance with compensation provisions set forth in the Contract.

3.7 Compensation and Payment.

3.7.1 Amount of Compensation. As consideration for performance of the Work required herein, Stadium Manager agrees to pay Contractor the Total Contract Price of [REDACTED] Dollars (\$[REDACTED].00) ("Total Contract Price") provided that such amount shall be subject to adjustment pursuant to the applicable terms of this Contract or written change orders approved and signed in advance by the Stadium Manager.

3.7.2 Payment of Compensation. If the Work is scheduled for completion in thirty (30) or less calendar days, Stadium Manager will arrange for payment of the Total Contract Price upon completion and approval by Stadium Manager of the Work. If the Work is scheduled for completion in more than thirty (30) calendar days, Stadium Manager will pay Contractor on a



monthly basis as provided for herein. On or before the fifth (5th) day of each month, Contractor shall submit to the Stadium Manager an itemized application for payment in the format supplied by the Stadium Manager indicating the amount of Work completed since commencement of the Work or since the last progress payment. These applications shall be supported by evidence which is required by this Contract and such other documentation as the Stadium Manager may require including, without limitation, the prevailing wage compliance documentation specified herein. The Contractor shall certify that the Work for which payment is requested has been done and that the materials listed are stored where indicated. Contractor may be required to furnish a detailed schedule of values upon request of the Stadium Manager and in such detail and form as the Stadium Manager shall request, showing the quantities, unit prices, overhead, profit, and all other expenses involved in order to provide a basis for determining the amount of progress payments.

3.7.3 Prompt Payment. Stadium Manager shall review and pay all progress payment requests in accordance with the provisions set forth in Section 20104.50 of the California Public Contract Code. However, no progress payments will be made for Work not completed in accordance with this Contract. Contractor shall comply with all applicable laws, rules and regulations relating to the proper payment of its employees, subcontractors, suppliers or others.

3.7.4 Contract Retentions. From each approved progress estimate, five percent (5%) will be deducted and retained by the Stadium Manager, and the remainder will be paid to Contractor. All Contract retention shall be released and paid to Contractor and subcontractors pursuant to California Public Contract Code Section 7107.

3.7.5 Other Deductions and Withholdings. In addition to Contract retentions, the Stadium Manager may deduct from each progress payment an amount necessary to protect Stadium Manager from loss because of: (1) liquidated damages which have accrued as of the date of the application for payment; (2) any sums expended by the Stadium Manager in performing any of Contractor's obligations under the Contract which Contractor has failed to perform or has performed inadequately; (3) defective Work not remedied; (4) stop notices as allowed by state law; (5) reasonable doubt that the Work can be completed for the unpaid balance of the Total Contract Price or within the scheduled completion date; (6) unsatisfactory prosecution of the Work by Contractor; (7) unauthorized deviations from the Contract; (8) failure of Contractor to maintain or submit on a timely basis proper and sufficient documentation as required by the Contract or by Stadium Manager during the prosecution of the Work; (9) erroneous or false estimates by Contractor of the value of the Work performed; (10) any sums representing expenses, losses, or damages as determined by the Stadium Manager, incurred by the Stadium Manager for which Contractor is liable under the Contract; (11) the failure to comply with and timely submit all necessary prevailing wage compliance documentation as required under this Contract; and (12) any other sums which the Stadium Manager is entitled to recover from Contractor under the terms of the Contract or pursuant to state law, including Section 1727 of the California Labor Code. The failure by the Stadium Manager to deduct any of these sums from a progress payment shall not constitute a waiver of the Stadium Manager's right to such sums.

3.7.6 Substitutions for Contract Retentions. In accordance with California Public Contract Code Section 22300, the Stadium Manager will permit the substitution of securities for any monies withheld by the Stadium Manager to ensure performance under the Contract. At the request and expense of Contractor, securities equivalent to the amount withheld shall be deposited with the Stadium Manager, or with a state or federally chartered bank in California as the escrow agent, and thereafter the Stadium Manager shall then pay such monies to Contractor

as they come due. Upon satisfactory completion of the Contract, the securities shall be returned to Contractor. For purposes of this Section and Section 22300 of the Public Contract Code, the term "satisfactory completion of the contract" shall mean the time the Stadium Manager has issued written final acceptance of the Work and filed a Notice of Completion as required by law and provisions of this Contract. Contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon. The escrow agreement used for the purposes of this Section shall be in the form provided by the Stadium Manager.

3.7.7 Title to Work. As security for partial, progress, or other payments, title to Work for which such payments are made shall pass to the Stadium Manager at the time of payment. To the extent that title has not previously been vested in the Stadium Manager by reason of payments, full title shall pass to the Stadium Manager at delivery of the Work at the destination and time specified in this Contract. Such transferred title shall in each case be good, free and clear from any and all security interests, liens, or other encumbrances. Contractor promises and agrees that it will not pledge, hypothecate, or otherwise encumber the items in any manner that would result in any lien, security interest, charge, or claim upon or against said items. Such transfer of title shall not imply acceptance by the Stadium Manager, nor relieve Contractor from the responsibility to strictly comply with the Contract and shall not relieve Contractor of responsibility for any loss of or damage to items.

3.7.8 Labor and Material Releases. Contractor shall furnish Stadium Manager with labor and material releases from all subcontractors performing work on, or furnishing materials for, the Work governed by this Contract prior to final payment by Stadium Manager.

3.7.9 Prevailing Wages. Contractor is aware of the requirements of California Labor Code Section 1720 et seq., and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. Since the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. Stadium Manager shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Contract upon request. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request and shall post copies at Contractor's principal place of business and at the project site. Contractor shall defend, indemnify and hold the Indemnified Parties (defined below) free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. Contractor and any subcontractor shall forfeit a penalty of up to \$200 per calendar day or portion thereof for each worker paid less than the prevailing wage rates.

3.7.10 Apprenticeable Crafts. When Contractor employs workmen in an apprenticeable craft or trade, Contractor shall comply with the provisions of Section 1777.5 of the California Labor Code with respect to the employment of properly registered apprentices upon public works. The primary responsibility for compliance with said Section for all apprenticeable occupations shall be with Contractor. The Contractor or any subcontractor that is determined by the Labor Commissioner to have knowingly violated Section 1777.5 shall forfeit as a civil penalty an amount not exceeding \$100 for each full calendar day of noncompliance, or such greater amount as provided by law.

3.7.11 Hours of Work. Contractor is advised that eight (8) hours labor constitutes a legal day's work. Pursuant to Section 1813 of the California Labor Code, Contractor shall forfeit a penalty of \$25.00 per worker for each day that each worker is permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week, except when payment for overtime is made at not less than one and one-half (1-1/2) times the basic rate for that worker.

3.7.12 Payroll Records. Contractor and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. The payroll records shall be certified and shall be available for inspection at all reasonable hours at the principal office of Contractor in the manner provided in Labor Code Section 1776. In the event of noncompliance with the requirements of this Section, Contractor shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects such Contractor must comply with this Section. Should noncompliance still be evident after such 10-day period, Contractor shall, as a penalty to Stadium Manager, forfeit not more than \$100.00 for each calendar day or portion thereof, for each worker, until strict compliance is effectuated. The amount of the forfeiture is to be determined by the Labor Commissioner. A contractor who is found to have violated the provisions of law regarding wages on public works with the intent to defraud shall be ineligible to bid on public works contracts for a period of one to three years as determined by the Labor Commissioner. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from progress payments then due. The responsibility for compliance with this Section is on Contractor. The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code Section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

3.7.13 Contractor and Subcontractor Registration. Pursuant to Labor Code Sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. No bid will be accepted, nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. Contractor is directed to review, fill out and execute the Public Works Contractor Registration Certification attached hereto as Exhibit "E" prior to contract execution. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

3.7.14 Proof of Compliance. It shall be Contractor's sole responsibility to comply with, and maintain adequate records of its adherence to, all applicable state prevailing wage requirement. Contractor is responsible for maintaining and providing the following documentation to Stadium Manager for review and approval within the timeframes specified below.

3.7.14.1 Division of Apprenticeship Standards (DAS) 140 Form (applicable if Total Contract Price is \$30,000 or more). Contractor, on behalf of itself and its subcontractors, must provide a copy of DAS 140 forms filed with the appropriate apprenticeship

committee(s) the earlier of Contractor's first application for payment for Work performed under this Contract or ten (10) days of Contract execution.

3.7.14.2 DAS 142 Form (applicable if Total Contract Price is \$30,000 or more). Contractor, on behalf of itself and its subcontractors, must provide a copy of DAS 142 forms filed with the appropriate apprenticeship committee(s) or evidence of an approved exemption with its first application for payment for Work involving an apprenticeable craft or trade classification – additional DAS 142 forms or evidence of approved exemptions must be provided following this initial submission with future applications for payment in the event those applications are for Work involving an apprenticeable craft or trade classification not covered under the first application for payment.

3.7.14.3 California Apprenticeship Council (CAC) Form CAC-2; Training Fee Contributions (applicable if Total Contract Price is \$30,000 or more). Contractor, on behalf of itself and its subcontractors, must submit evidence of mandatory training contributions required under Labor Code section 1777.5, as it may be amended from time to time, via submission of completed Form CAC-2 and/or confirmation of payment to a valid union trust fund with each application for payment submitted to Stadium Manager.

3.7.14.4 Certified Payroll Records; Statement of Compliance. Contractor, on behalf of itself and its subcontractors, must submit complete payroll records on forms substantially similar to the Department of Industrial Relations Form A-1-131 with each application for payment submitted to Stadium Manager. Each set of certified payroll records submitted to Stadium Manager with any application for payment must be accompanied by a signed Statement of Compliance certifying the information on the certified payroll records is true and correct. For the period covered by any application for payment in which Contractor and its subcontractors did not perform Work, Contractor must additionally submit a signed Statement of Non-Performance certifying no work was performed. Contractors are advised the submission of electronic certified payroll records to the Department of Industrial Relations via the eCPR system is not an acceptable substitute to maintaining and providing full certified payroll records as required by this provision and applicable law.

3.7.14.5 Fringe Benefit Statement. Contractor, on behalf of itself and its subcontractors, must submit complete Fringe Benefit Statement(s) for the crafts and trade classifications utilized to perform the Work covered by any application for payment. All Fringe Benefit Statements must be submitted with the application for payment to which each applies.

3.7.14.6 Demand for Compliance Records. At any time during or subsequent to the full performance of the Work under this Contract and in addition to the obligations set forth above, Stadium Manager and/or the Santa Clara Stadium Authority may require Contractor to produce and or correct and re-submit any prevailing wage compliance records, which must be reviewed and approved by Stadium Manager and/or the Santa Clara Stadium Authority, prior to full release of payment.

3.7.14.7 Withholding for Non-Compliance. In the event Contractor or any subcontractor is found not to be in compliance with the foregoing requirements for any application for payment whether for progress payments or final payment, Stadium Manager has the right to withhold up to ten percent (10%) of the amount owed to Contractor under the affected application for payment until full compliance is achieved. Contractor acknowledges and agrees the foregoing amount is a reasonable estimate of the value of the documentation specified above.

3.7.15 Labor Compliance; Stop Orders. This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be the Contractor's sole responsibility to evaluate and pay the cost of complying with all labor compliance requirements under this Contract and applicable law. Any stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor that affect Contractor's performance of Work, including any delay, shall be Contractor's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Contractor caused delay subject to any applicable liquidated damages and shall not be compensable by the Stadium Manager. Contractor shall defend, indemnify and hold the Indemnified Parties free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor.

### 3.8 Performance of Work; Jobsite Obligations.

#### 3.8.1 Water Quality Management and Compliance.

3.8.1.1 Water Quality Management and Compliance. Contractor shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Work including, without limitation, all applicable provisions of the Federal Water Pollution Control Act (33 U.S.C. §§ 1300); the California Porter-Cologne Water Quality Control Act (Cal Water Code §§ 13000-14950); local ordinances regulating discharges of storm water; and any and all regulations, policies, or permits issued pursuant to any such authority regulating the discharge of pollutants, as that term is used in the Porter-Cologne Water Quality Control Act, to any ground or surface water in the State.

3.8.1.2 Compliance with the Statewide Construction General Permit. Contractor shall comply with all conditions of the most recent iteration of the National Pollutant Discharge Elimination System General Permit for Storm Water Discharges Associated with Construction Activity, issued by the California State Water Resources Control Board ("Permit"). It shall be Contractor's sole responsibility to file a Notice of Intent and procure coverage under the Permit for all construction activity which results in the disturbance of more than one acre of total land area or which is part of a larger common area of development or sale. Prior to initiating work, Contractor shall be solely responsible for preparing and implementing a Storm Water Pollution Prevention Plan (SWPPP) as required by the Permit. Contractor shall be responsible for procuring, implementing and complying with the provisions of the Permit and the SWPPP, including the standard provisions, and monitoring and reporting requirements as required by the Permit. The Permit requires the SWPPP to be a "living document" that changes as necessary to meet the conditions and requirements of the job site as it progresses through different phases of construction and is subject to different weather conditions. It shall be Contractor's sole responsibility to update the SWPPP as necessary to address conditions at the project site.

3.8.1.3 Other Water Quality Rules Regulations and Policies. Contractor shall comply with the lawful requirements of any applicable municipality, drainage Stadium Manager, or local agency regarding discharges of storm water to separate storm drain systems or other watercourses under their jurisdiction, including applicable requirements in municipal storm water management programs.

3.8.1.4 Cost of Compliance. Storm, surface, nuisance, or other waters may be encountered at various times during construction of the Work. Therefore, the Contractor, by submitting a Bid, hereby acknowledges that it has investigated the risk arising from such waters, has prepared its Bid accordingly, and assumes any and all risks and liabilities arising therefrom.

3.8.1.5 Liability for Non-Compliance. Failure to comply with the Permit is a violation of federal and state law. Pursuant to the indemnification provisions of this Contract, Contractor hereby agrees to defend, indemnify and hold harmless the Indemnified Parties for any alleged violations. In addition, Stadium Manager may seek damages from Contractor for any delay in completing the Work in accordance with the Contract, if such delay is caused by or related to Contractor's failure to comply with the Permit.

3.8.1.6 Reservation of Right to Defend. Stadium Manager reserves the right to defend any enforcement action brought against the Stadium Manager for Contractor's failure to comply with the Permit or any other relevant water quality law, regulation, or policy. Pursuant to the indemnification provisions of this Contract, Contractor hereby agrees to be bound by, and to reimburse the Stadium Manager for the costs (including the Stadium Manager's attorney's fees) associated with, any settlement reached between the Stadium Manager and the relevant enforcement entity.

3.8.1.7 Training. In addition to the standard of performance requirements set forth in paragraph 3.4, Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Work assigned to them without impacting water quality in violation of the laws, regulations and policies described in paragraph 3.8.1. Contractor further warrants that it, its employees and subcontractors will receive adequate training, as determined by Stadium Manager, regarding the requirements of the laws, regulations and policies described in paragraph 3.8.1 as they may relate to the Work provided under this Agreement. Upon request, Stadium Manager will provide the Contractor with a list of training programs that meet the requirements of this paragraph.

3.8.2 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. Contractor shall comply with the requirements of the specifications relating to safety measures applicable in particular operations or kinds of work. In carrying out its Work, Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the Work and the conditions under which the Work is to be performed. Safety precautions as applicable shall include, but shall not be limited to, adequate life protection and lifesaving equipment; adequate illumination for underground and night operations; instructions in accident prevention for all employees, such as machinery guards, safe walkways, scaffolds, ladders, bridges, gang planks, confined space procedures, trenching and shoring, fall protection and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and adequate facilities for the proper inspection and maintenance of all safety measures. Furthermore, Contractor shall prominently display the names and telephone numbers of at least two medical doctors practicing in the vicinity of the Project, as well as the telephone number of the local ambulance service, adjacent to all telephones at the Project site.

3.8.3 Laws and Regulations. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting

the performance of the Contract or the Work, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Work. If Contractor observes that the drawings or specifications are at variance with any law, rule or regulation, it shall promptly notify the Stadium Manager in writing. Any necessary changes shall be made by written change order. Stadium Manager shall further comply with all requirements specified in the Stadium Manager's Procurement and Contract Process Integrity and Conflict of Interest Guidelines, which are attached hereto as Exhibit "G" and incorporated herein by this reference. If Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the Stadium Manager, Contractor shall be solely responsible for all costs arising therefrom. Stadium Manager may be subject to certain provisions of the Health & Safety Code, Government Code, Public Contract Code, and Labor Code of the State. It is stipulated and agreed that all provisions of the law applicable to the public contracts of a municipality are a part of this Contract to the same extent as though set forth herein and will be complied with. Contractor shall defend, indemnify and hold the Indemnified Parties (defined below) free and harmless, pursuant to the indemnification provisions of this Contract, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.8.4 Permits and Licenses. Contractor shall be responsible for securing Stadium Manager permits and licenses necessary to perform the Work described herein, including, but not limited to, any required business license. While Contractor will not be charged a fee for any Stadium Manager permits, Contractor shall pay the Stadium Manager's business license fee, if any. Any ineligible contractor or subcontractor pursuant to Labor Code Sections 1777.1 and 1777.7 may not perform work on this Project.

3.8.5 Trenching Work. If the Total Contract Price exceeds \$25,000 and if the Work governed by this Contract entails excavation of any trench or trenches five (5) feet or more in depth, Contractor shall comply with all applicable provisions of the California Labor Code, including Section 6705. To this end, Contractor shall submit for Stadium Manager's review and approval a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.

3.8.6 Hazardous Materials and Differing Conditions. As required by California Public Contract Code Section 7104, if this Contract involves digging trenches or other excavations that extend deeper than four (4) feet below the surface, Contractor shall promptly, and prior to disturbance of any conditions, notify Stadium Manager of: (1) any material discovered in excavation that Contractor believes to be a hazardous waste that is required to be removed to a Class I, Class II or Class III disposal site; (2) subsurface or latent physical conditions at the site differing from those indicated by Stadium Manager; and (3) unknown physical conditions of an unusual nature at the site, significantly different from those ordinarily encountered in such contract work. Upon notification, Stadium Manager shall promptly investigate the conditions to determine whether a change order is appropriate. In the event of a dispute, Contractor shall not be excused from any scheduled completion date and shall proceed with all Work to be performed under the Contract but shall retain all rights provided by the Contract or by law for making protests and resolving the dispute.

3.8.7 Underground Utility Facilities. To the extent required by Section 4215 of the California Government Code, Stadium Manager shall compensate Contractor for the costs of:

(1) locating and repairing damage to underground utility facilities not caused by the failure of Contractor to exercise reasonable care; (2) removing or relocating underground utility facilities not indicated in the construction drawings; and (3) equipment necessarily idled during such work. Contractor shall not be assessed liquidated damages for delay caused by failure of Stadium Manager to provide for removal or relocation of such utility facilities.

3.8.8 Air Quality. Contractor must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the California Air Resources Board (CARB). Although CARB limits and requirements are broader, Contractor shall specifically be aware of their application to "portable equipment", which definition is considered by CARB to include any item of equipment with a fuel-powered engine. Contractor shall indemnify the Indemnified Parties (defined below) against any fines or penalties imposed by CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Contractor, its subcontractors, or others for whom Contractor is responsible under its indemnity obligations provided for in this Agreement.

3.8.9 State Recycling Mandates. Contractor shall comply with State Recycling Mandates. Any recyclable materials/debris collected by the contractor that can be feasibly diverted via reuse or recycling must be hauled by the appropriate handler for reuse or recycling.

3.9 Completion of Work. When Contractor determines that it has completed the Work required herein, Contractor shall so notify Stadium Manager in writing and shall furnish all labor and material releases required by this Contract. Stadium Manager shall thereupon inspect the Work. If the Work is not acceptable to the Stadium Manager, the Stadium Manager shall indicate to Contractor in writing the specific portions or items of Work which are unsatisfactory or incomplete. Once Contractor determines that it has completed the incomplete or unsatisfactory Work, Contractor may request a reinspection by the Stadium Manager. Once the Work is acceptable to Stadium Manager, Stadium Manager shall pay to Contractor the Total Contract Price remaining to be paid, less any amount which Stadium Manager may be authorized or directed by law to retain. Payment of retention proceeds due to Contractor shall be made in accordance with Section 7107 of the California Public Contract Code.

### 3.10 Claims; Government Code Claim Compliance.

3.10.1 Intent. Effective January 1, 1991, Section 20104 et seq., of the California Public Contract Code prescribes a process utilizing informal conferences, non-binding judicial supervised mediation, and judicial arbitration to resolve disputes on construction claims of \$375,000 or less. Effective January 1, 2017, Section 9204 of the Public Contract Code prescribes a process for negotiation and mediation to resolve disputes on construction claims. The intent of this Section is to implement Sections 20104 et seq. and Section 9204 of the California Public Contract Code. This Section shall be construed to be consistent with said statutes.

3.10.2 Claims. For purposes of this Section, "Claim" means a separate demand by the Contractor, after a change order duly requested in accordance with the terms of this Contract has been denied by the Stadium Manager, for (A) a time extension, (B) payment of money or damages arising from Work done by or on behalf of the Contractor pursuant to the Contract, or (C) an amount the payment of which is disputed by the Stadium Manager. A "Claim" does not include any demand for payment for which the Contractor has failed to provide notice, request a change order, or otherwise failed to follow any procedures contained in the Contract.



Claims governed by this Section may not be filed unless and until the Contractor completes all procedures for giving notice of delay or change and for the requesting of a time extension or change order, including but not necessarily limited to the change order procedures contained herein, and Contractor's request for a change has been denied in whole or in part. Claims governed by this Section must be filed no later than fourteen (14) days after a request for change has been denied in whole or in part or after any other event giving rise to the Claim. The Claim shall be submitted in writing to the Stadium Manager and shall include on its first page the following in 16-point capital font: "THIS IS A CLAIM." Furthermore, the claim shall include the documents necessary to substantiate the claim. Nothing in this Section is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims, including all requirements pertaining to compensation or payment for extra Work, disputed Work, and/or changed conditions. Failure to follow such contractual requirements shall bar any claims or subsequent lawsuits for compensation or payment thereon.

3.10.3 Supporting Documentation. The Contractor shall submit all claims in the following format:

3.10.3.1 Summary of claim merit and price, reference Contract Document provisions pursuant to which the claim is made

3.10.3.2 List of documents relating to claim:

- (A) Specifications
- (B) Drawings
- (C) Clarifications (Requests for Information)
- (D) Schedules
- (E) Other

3.10.3.3 Chronology of events and correspondence

3.10.3.4 Analysis of claim merit

3.10.3.5 Analysis of claim cost

3.10.3.6 Time impact analysis in CPM format

3.10.3.7 If Contractor's claim is based in whole or in part on an allegation of errors or omissions in the Drawings or Specifications for the Project, Contractor shall provide a summary of the percentage of the claim subject to design errors or omissions and shall obtain a certificate of merit in support of the claim of design errors and omissions.

3.10.3.8 Cover letter and certification of validity of the claim, including any claims from subcontractors of any tier, in accordance with Government Code Section 12650 *et seq.*

3.10.4 Stadium Manager's Response. Upon receipt of a claim pursuant to this Section, Stadium Manager shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the Contractor a written statement identifying what portion of the claim is disputed and what portion is undisputed. Any payment due on an undisputed portion of the claim will be processed and made within 60 days after the Stadium Manager issues its written statement.

3.10.4.1 If Stadium Manager needs approval from its governing body to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, Stadium Manager shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the Contractor a written statement identifying the disputed portion and the undisputed portion.

3.10.4.2 Within 30 days of receipt of a claim, Stadium Manager may request in writing additional documentation supporting the claim or relating to defenses or claims Stadium Manager may have against the Contractor. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of Stadium Manager and the Contractor.

3.10.4.3 Stadium Manager's written response to the claim, as further documented, shall be submitted to the Contractor within 30 days (if the claim is less than \$50,000, within 15 days) after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information or requested documentation, whichever is greater.

3.10.5 Meet and Confer. If the Contractor disputes Stadium Manager's written response, or Stadium Manager fails to respond within the time prescribed, the Contractor may so notify Stadium Manager, in writing, either within 15 days of receipt of Stadium Manager's response or within 15 days of Stadium Manager's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand, Stadium Manager shall schedule a meet and confer conference within 30 days for settlement of the dispute.

3.10.6 Mediation. Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, Stadium Manager shall provide the Contractor a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after Stadium Manager issues its written statement. Any disputed portion of the claim, as identified by the Contractor in writing, shall be submitted to nonbinding mediation, with Stadium Manager and the Contractor sharing the associated costs equally. Stadium Manager and Contractor shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing, unless the parties agree to select a mediator at a later time.

3.10.6.1 If the Parties cannot agree upon a mediator, each Party shall select a mediator and those mediators shall select a qualified neutral third party to mediate

with regard to the disputed portion of the claim. Each Party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator.

3.10.6.2 For purposes of this Section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the Parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this Section.

3.10.6.3 Unless otherwise agreed to by Stadium Manager and the Contractor in writing, the mediation conducted pursuant to this Section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

3.10.6.4 The mediation shall be held no earlier than the date the Contractor completes the Work or the date that the Contractor last performs Work, whichever is earlier. All unresolved claims shall be considered jointly in a single mediation, unless a new unrelated claim arises after mediation is completed.

3.10.7 Procedures After Mediation. If following the mediation, the claim or any portion remains in dispute, the Contractor must file a claim pursuant to Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the Contractor submits his or her written claim pursuant to subdivision (a) until the time the claim is denied, including any period of time utilized by the meet and confer conference or mediation.

3.10.8 Civil Actions. The following procedures are established for all civil actions filed to resolve claims subject to this Section:

3.10.8.1 Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both parties or unless mediation was held prior to commencement of the action in accordance with Public Contract Code Section 9204 and the terms of these procedures. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court.

3.10.8.2 If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1114.11 of that code. The Civil Discovery Act of 1986 (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

3.10.8.3 In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, (A) arbitrators shall, when possible, be experienced in construction law, and (B) any party appealing an arbitration award who does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, also pay the attorney's fees on appeal of the other party.

3.10.9 Government Code Claims. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Contractor must comply with the claim procedures set forth in Government Code Sections 900 et seq. prior to filing any lawsuit against the Stadium Manager. Such Government Code claims, and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Contractor. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Contractor shall be barred from bringing and maintaining a valid lawsuit against the Stadium Manager. A Government Code claim must be filed no earlier than the date the work is completed or the date the Contractor last performs work on the Project, whichever occurs first. A Government Code claim shall be inclusive of all unresolved claims unless a new unrelated claim arises after the Government Code claim is submitted.

3.10.10 Non-Waiver. Stadium Manager's failure to respond to a claim from the Contractor within the time periods described in this Section or to otherwise meet the time requirements of this Section shall result in the claim being deemed rejected in its entirety. Stadium Manager's failure to respond shall not waive Stadium Manager's rights to any subsequent procedures for the resolution of disputed claims.

3.11 Loss and Damage. Except as may otherwise be limited by law, Contractor shall be responsible for all loss and damage which may arise out of the nature of the Work agreed to herein, or from the action of the elements, or from any unforeseen difficulties which may arise or be encountered in the prosecution of the Work until the same is fully completed and accepted by Stadium Manager. In the event of damage proximately caused by an Act of God, as defined by Section 7105 of the Public Contract Code, the Stadium Manager may terminate this Contract pursuant to Section 3.17.3; provided, however, that the Stadium Manager needs to provide Contractor with only one (1) day advanced written notice.

### 3.12 Indemnification.

3.12.1 Scope of Indemnity. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the Stadium Manager, Forty Niners SC Stadium Company LLC, Forty Niners Football Company LLC, the Santa Clara Stadium Authority, the City of Santa Clara, their affiliates, and each of their respective officers, directors, managers, members, partners, owners, employees, agents and authorized volunteers, each tenant and event promoter of Levi's Stadium, and any mortgagee, bond trustee or other financial institution from time to time holding a line or indenture upon an interest in Levi's Stadium, and each of them (collectively, the "Indemnified Parties"), free and harmless from any and all claims, demands, causes of action, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees, settlements, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, (collectively, "Claims") in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Contractor's services, the Project or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent required by Civil Code Section 2782, Contractor's indemnity obligation shall not apply to liability for damages for death or bodily injury to persons, injury to property, or any other loss, damage or expense arising from the sole or active

negligence or willful misconduct of the Indemnified Parties or the Indemnified Parties' agents, servants, or independent contractors who are directly responsible to the Indemnified Parties, or for defects in design furnished by those persons.

3.12.2 Additional Indemnity Obligations. Contractor shall defend, with counsel of Stadium Manager's choosing and at Contractor's own cost, expense and risk, any and all Claims covered by this Section that may be brought or instituted against the Indemnified Parties. In addition, Contractor shall pay and satisfy any judgment, award or decree that may be rendered against the Indemnified Parties as part of any such claim, suit, action or other proceeding. Contractor shall also reimburse the Indemnified Parties for the cost of any settlement paid by the Indemnified Parties as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for the Indemnified Parties' attorney's fees and costs, including expert witness fees. Contractor shall reimburse the Indemnified Parties for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Indemnified Parties.

### 3.13 Insurance.

3.13.1 Time for Compliance. Contractor shall not commence Work under this Contract until it has provided evidence satisfactory to the Stadium Manager that it has secured all insurance required under this Section. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the Stadium Manager that the subcontractor has secured all insurance required under this Section. Failure to provide and maintain all required insurance shall be grounds for the Stadium Manager to terminate this Contract for cause.

3.13.2 Minimum Requirements. Contractor shall, at its expense, procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work hereunder by Contractor, its agents, representatives, employees or subcontractors. Contractor shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Contract. Such insurance shall meet at least the following minimum levels of coverage:

3.13.2.1 Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 00 01) OR Insurance Services Office Owners and Contractors Protective Liability Coverage Form (CG 00 09 11 88) (coverage for operations of designated contractor); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 00 01, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance. Policies shall not contain exclusions contrary to this Contract.

3.13.2.2 Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) *General Liability*: \$2,000,000 per occurrence and \$4,000,000 aggregate for bodily injury, personal injury and property damage; (2) *Automobile Liability*: \$2,000,000 per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability*: Workers' compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of \$1,000,000 each accident, policy limit bodily injury or disease, and

each employee bodily injury or disease. Defense costs shall be available in addition to the limits. Notwithstanding the minimum limits specified herein, any available coverage shall be provided to the parties required to be named as additional insureds pursuant to this Contract.

3.13.3 Insurance Endorsements. The insurance policies shall contain the following provisions, or Contractor shall provide endorsements (amendments) on forms supplied or approved by the Stadium Manager to add the following provisions to the insurance policies:

3.13.3.1 General Liability. (1) Such policy shall give the Stadium Manager, its officials, employees, agents and authorized volunteers additional insured status using ISO endorsements CG20 10 10 01 plus CG20 37 10 01, or endorsements providing the exact same coverage, with respect to the Work or operations performed by or on behalf of Contractor, including materials, parts or equipment furnished in connection with such work; (2) all policies shall waive or shall permit Contractor to waive all rights of subrogation which may be obtained by the Contractor or any insurer by virtue of payment of any loss or any coverage provided to any person named as an additional insured pursuant to this Contract, and Contractor agrees to waive all such rights of subrogation; and (3) the insurance coverage shall be primary insurance as respects the Stadium Manager, its officials, employees, agents and authorized volunteers, or if excess, shall stand in an unbroken chain of coverage excess of Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the Stadium Manager, its officials, employees, agents and authorized volunteers shall be excess of Contractor's insurance and shall not be called upon to contribute with it.

3.13.3.2 Automobile Liability. (1) Such policy shall give the Stadium Manager, its officials, employees, agents and authorized volunteers additional insured status with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by Contractor or for which Contractor is responsible; (2) all policies shall waive or shall permit Contractor to waive all rights of subrogation which may be obtained by the Contractor or any insurer by virtue of payment of any loss or any coverage provided to any person named as an additional insured pursuant to this Contract, and Contractor agrees to waive all such rights of subrogation; and (3) the insurance coverage shall be primary insurance as respects the Stadium Manager, its officials, employees, agents and authorized volunteers, or if excess, shall stand in an unbroken chain of coverage excess of Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the Stadium Manager, its officials, employees, agents and authorized volunteers shall be excess of Contractor's insurance and shall not be called upon to contribute with it in any way.

3.13.3.3 Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the Stadium Manager, its officials, employees, agents and authorized volunteers for losses paid under the terms of the insurance policy which arise from work performed by Contractor.

3.13.3.4 All Coverages. Each insurance policy required by this Contract shall be endorsed to state that: (1) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Stadium Manager; and (2) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the Stadium Manager, its officials, employees, agents and authorized volunteers.

3.13.4 Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the Stadium Manager, its officials, employees, agents and authorized volunteers.

3.13.5 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the Stadium Manager. Contractor shall guarantee that, at the option of the Stadium Manager, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Stadium Manager, its officials, employees, agents and authorized volunteers; or (2) the Contractor shall procure a bond or other financial guarantee acceptable to the Stadium Manager guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.13.6 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VII, licensed to do business in California, and satisfactory to the Stadium Manager. Exception may be made for the State Compensation Insurance Fund when not specifically rated.

3.13.7 Verification of Coverage. Contractor shall furnish Stadium Manager with original certificates of insurance and endorsements effecting coverage required by this Contract on forms satisfactory to the Stadium Manager. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf and shall be on forms supplied or approved by the Stadium Manager. All certificates and endorsements must be received and approved by the Stadium Manager before work commences. The Stadium Manager reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.13.8 Subcontractors. All subcontractors shall meet the requirements of this Section before commencing Work. Contractor shall furnish separate certificates and endorsements for each subcontractor. Subcontractor policies of General Liability insurance shall name the Stadium Manager, its officials, employees, agents and authorized volunteers as additional insureds using form ISO 20 38 04 13 or endorsements providing the exact same coverage. All coverages for subcontractors shall be subject to all of the requirements stated herein except as otherwise agreed to by the Stadium Manager in writing.

3.13.9 Reporting of Claims. Contractor shall report to the Stadium Manager, in addition to Contractor's insurer, any and all insurance claims submitted by Contractor in connection with the Work under this Contract.

### 3.14 Bond Requirements.

3.14.1 Payment Bond. If required by law or otherwise specifically requested by Stadium Manager in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to Stadium Manager concurrently with this Contract a Payment Bond in an amount required by the Stadium Manager and in a form provided or approved by the Stadium Manager. If such bond is required, no payment will be made to Contractor until the bond has been received and approved by the Stadium Manager.

3.14.2 Performance Bond. If specifically requested by Stadium Manager in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide

to Stadium Manager concurrently with this Contract a Performance Bond in an amount required by the Stadium Manager and in a form provided or approved by the Stadium Manager. If such bond is required, no payment will be made to Contractor until the bond has been received and approved by the Stadium Manager.

**3.14.3 Bond Provisions.** Should, in Stadium Manager's sole opinion, any bond become insufficient, or any surety be found to be unsatisfactory, Contractor shall renew or replace the effected bond within ten (10) days of receiving notice from Stadium Manager. In the event the surety or Contractor intends to reduce or cancel any required bond, at least thirty (30) days prior written notice shall be given to the Stadium Manager, and Contractor shall post acceptable replacement bonds at least ten (10) days prior to expiration of the original bonds. No further payments shall be deemed due or will be made under this Contract until any replacement bonds required by this Section are accepted by the Stadium Manager. To the extent, if any, that the Total Contract Price is increased in accordance with the Contract, Contractor shall, upon request of the Stadium Manager, cause the amount of the bond to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the Stadium Manager. If Contractor fails to furnish any required bond, the Stadium Manager may terminate the Contract for cause.

**3.14.4 Surety Qualifications.** Only bonds executed by an admitted surety insurer, as defined in California Code of Civil Procedure Section 995.120, shall be accepted. If a California-admitted surety insurer issuing bonds does not meet these requirements, the insurer will be considered qualified if it is in conformance with Section 995.660 of the California Code of Civil Procedure, and proof of such is provided to the Stadium Manager.

**3.15 Warranty.** Contractor warrants all Work under the Contract (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the Work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Contract or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the Work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the Stadium Manager of any defect in the Work or non-conformance of the Work to the Contract, commence and prosecute with due diligence all Work necessary to fulfill the terms of the warranty at its sole cost and expense. Contractor shall act sooner as requested by the Stadium Manager in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the Work (or work of other contractors) damaged by its defective Work or which becomes damaged in the course of repairing or replacing defective Work. For any Work so corrected, Contractor's obligation hereunder to correct defective Work shall be reinstated for an additional one-year period, commencing with the date of acceptance of such corrected Work. Contractor shall perform such tests as the Stadium Manager may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Contract. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the Work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the Stadium Manager, regardless of whether or not such warranties and guarantees have been transferred or assigned to the Stadium Manager by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the Stadium Manager. In the event that Contractor fails to perform its obligations under this Section,



or under any other warranty or guaranty under this Contract, to the reasonable satisfaction of the Stadium Manager, the Stadium Manager shall have the right to correct and replace any defective or non-conforming Work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the Stadium Manager for any expenses incurred hereunder upon demand.

### 3.16 Employee/Labor Certifications.

3.16.1 Contractor's Labor Certification. By its signature hereunder, Contractor certifies that he is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code and agrees to comply with such provisions before commencing the performance of the Work. A certification form for this purpose, which is attached to this Contract as Exhibit "D" and incorporated herein by reference, shall be executed simultaneously with this Contract.

3.16.2 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

3.16.3 Verification of Employment Eligibility. By executing this Contract, Contractor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subcontractors and sub-subcontractors to comply with the same.

### 3.17 General Provisions.

3.17.1 Stadium Manager's Representative. The Stadium Manager hereby designates the General Manager, or his or her designee, to act as its representative for the performance of this Contract ("Stadium Manager's Representative"). Stadium Manager's Representative shall have the power to act on behalf of the Stadium Manager for all purposes under this Contract. Contractor shall not accept direction or orders from any person other than the Stadium Manager's Representative or his or her designee.

3.17.2 Contractor's Representative. Before starting the Work, Contractor shall submit in writing the name, qualifications and experience of its proposed representative who shall be subject to the review and approval of the Stadium Manager ("Contractor's Representative"). Following approval by the Stadium Manager, Contractor's Representative shall have full authority to represent and act on behalf of Contractor for all purposes under this Contract. Contractor's Representative shall supervise and direct the Work, using his best skill and attention, and shall be responsible for all construction means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Contract. Contractor's Representative shall devote full time to the Project and either he or his designee, who shall be acceptable to the Stadium Manager, shall be present at the Work site at all times that any Work is in progress and at any time that any employee or subcontractor of Contractor is present at the Work site. Arrangements for responsible supervision, acceptable to the Stadium Manager, shall

be made for emergency Work which may be required. Should Contractor desire to change its Contractor's Representative, Contractor shall provide the information specified above and obtain the Stadium Manager's written approval.

**3.17.3 Termination.** This Contract may be terminated by Stadium Manager at any time, with or without cause, by giving Contractor three (3) days advance written notice. In the event of termination by Stadium Manager for any reason other than the fault of Contractor, Stadium Manager shall pay Contractor for all Work performed up to that time as provided herein. In the event of breach of the Contract by Contractor, Stadium Manager may terminate the Contract immediately without notice, may reduce payment to Contractor in the amount necessary to offset Stadium Manager's resulting damages, and may pursue any other available recourse against Contractor. Contractor may not terminate this Contract except for cause. In the event this Contract is terminated in whole or in part as provided, Stadium Manager may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated. Further, if this Contract is terminated as provided, Stadium Manager may require Contractor to provide all finished or unfinished documents, data, diagrams, drawings, materials or other matter prepared or built by Contractor in connection with its performance of this Contract.

**3.17.4 Contract Interpretation.** Should any question arise regarding the meaning or import of any of the provisions of this Contract or written or oral instructions from Stadium Manager, the matter shall be referred to Stadium Manager's Representative, whose decision shall be binding upon Contractor.

**3.17.5 Anti-Trust Claims.** This provision shall be operative if this Contract is applicable to California Public Contract Code Section 7103.5. In entering into this Contract to supply goods, services or materials, Contractor hereby offers and agrees to assign to the Stadium Manager all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code) arising from purchases of goods, services, or materials pursuant to the Contract. This assignment shall be made and become effective at the time the Stadium Manager tender final payment to Contractor, without further acknowledgment by the Parties.

**3.17.6 Notices.** All notices hereunder and communications regarding interpretation of the terms of the Contract or changes thereto shall be provided by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

**CONTRACTOR:**

\*\*\*INSERT CONTRACTOR NAME AND ADDRESS\*\*\*  
Attn: \*\*\*INSERT CONTRACTOR REP. NAME AND TITLE\*\*\*

**STADIUM MANAGER:**

Forty Niners Stadium Management Company LLC  
4900 Marie DeBartolo Way  
Santa Clara, CA 95054  
Attn: Ryan van Maarth, Vice President, Stadium Projects & Planning

With copy to:

Legal Affairs  
Forty Niners Stadium Management Company LLC  
4949 Marie P. DeBartolo Way  
Santa Clara, CA 95054

Any notice so given shall be considered received by the other Party three (3) days after deposit in the U.S. Mail as stated above and addressed to the Party at the above address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.17.7 Time of Essence. Time is of the essence in the performance of this Contract.

3.17.8 Assignment Forbidden. Contractor shall not, either voluntarily or by action of law, assign or transfer this Contract or any obligation, right, title or interest assumed by Contractor herein without the prior written consent of Stadium Manager. If Contractor attempts an assignment or transfer of this Contract or any obligation, right, title or interest herein, Stadium Manager may, at its option, terminate and revoke the Contract and shall thereupon be relieved from any and all obligations to Contractor or its assignee or transferee.

3.17.9 No Third-Party Beneficiaries. There are no intended third-party beneficiaries of any right or obligation assumed by the Parties.

3.17.10 Laws, Venue, and Attorneys' Fees. This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of Santa Clara, State of California.

3.17.11 Counterparts. This Contract may be executed in counterparts, each of which shall constitute an original.

3.17.12 Successors. The Parties do for themselves, their heirs, executors, administrators, successors, and assigns agree to the full performance of all of the provisions contained in this Contract.

3.17.13 Levi's Stadium Jobsite Rules. Contractor and its subcontractors of every tier and their officers, employees, workers, consultants, volunteers, agents shall comply with the Levi's Stadium Jobsite Rules attached hereto as Exhibit "H" and incorporated herein by this reference. Failure to comply with the Levi's Stadium Jobsite Rules may lead to dismissal of any violating parties from the Project site. Contractor shall be solely responsible for any time and cost impacts arising out of any failure to comply with the Levi's Stadium Jobsite Rules.

3.17.14 Solicitation. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract. Further, Contractor warrants that it has not paid, nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration

contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, Stadium Manager shall have the right to terminate this Contract without liability.

3.17.15 Conflict of Interest. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid, nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, Stadium Manager shall have the right to rescind this Agreement without liability. For the term of this Contract, no official, officer or employee of Stadium Manager, during the term of his or her service with Stadium Manager, shall have any direct interest in this Contract, or obtain any present or anticipated material benefit arising therefrom. In addition, Contractor agrees to file, or to cause its employees or subcontractors to file, a Statement of Economic Interest with the Stadium Manager's Filing Officer as required under state law in the performance of the Work.

3.17.16 Certification of License.

3.17.16.1 Contractor certifies that as of the date of execution of this Contract, Contractor has a current contractor's license of the classification indicated below under Contractor's signature.

3.17.16.2 Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four (4) years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within ten (10) years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

3.17.17 Authority to Enter Contract. Each Party warrants that the individuals who have signed this Contract have the legal power, right and authority to make this Contract and bind each respective Party.

3.17.18 Entire Contract; Modification. This Contract contains the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Contract may only be modified by a writing signed by both Parties.

3.17.19 Non-Waiver. None of the provisions of this Agreement shall be considered waived by either party, unless such waiver is specifically specified in writing.

3.17.20 Stadium Manager's Right to Employ Other Contractors. Stadium Manager reserves right to employ other contractors in connection with this Project or other projects.

**[SIGNATURES ON NEXT PAGE]**

**SIGNATURE PAGE FOR CONSTRUCTION CONTRACT  
BETWEEN THE FORTY NINERS STADIUM MANAGEMENT COMPANY LLC  
AND [\*\*\*INSERT CONTRACTOR NAME\*\*\*]**

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the  
[\*\*\*INSERT DAY\*\*\*] day of [\*\*\*INSERT MONTH\*\*\*], [\*\*\*INSERT YEAR\*\*\*].

FORTY NINERS STADIUM  
MANAGEMENT COMPANY LLC

[INSERT NAME OF CONTRACTOR]

By: \_\_\_\_\_  
Jim Mercurio  
EVP & General Manager

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
License No.: \_\_\_\_\_

**(CONTRACTOR'S SIGNATURE MUST BE  
NOTARIZED AND CORPORATE  
SEAL AFFIXED, IF APPLICABLE)**

**EXHIBIT "A"**  
**SERVICES / SCHEDULE**

**SUMMARY**

1. This Project replaces VFDs, with the addition of a bypass, for four (4) cooling tower cells. The existing VFDs serving the cooling towers and pumps are ABB.

**SCOPE OF WORK**

1. **Base Bid Scope: Cooling Towers**
  - a. Contractor shall replace the existing VFDs with new VFDs, including bypass, for:
    - i. Four (4) existing cooling towers – CT-1, CT-2, CT-3, and CT-4
  - b. Maintain existing integration of VFDs with existing building Automated Logic Controls system including notification of bypass initiation.
  - c. Refer to the Plans and Specifications attached hereto as Exhibit "B" and incorporated herein by this reference.
2. Contractor shall provide all materials, equipment, tools, labor, supervision, and project management necessary to complete the Project.
3. Locations of cooling towers and pumps as well as equipment schedule are shown within the reference plans provided. Refer to Exhibit "A-1" for photos of existing installations.

**PERMITS**

The Stadium Manager has obtained a Building Permit from the City of Santa Clara for this Project, **BLD22-65901**. Contractor shall pick up the Building Permit at the City of Santa Clara Permit Center, located at 1500 Warburton Avenue, Santa Clara, CA 95050 prior to starting any Work on the Project.

**GENERAL REQUIREMENTS**

1. Contractor shall provide protection for all existing building components beneath and around the Work. Any damage to existing building components caused by Contractor shall be immediately repaired or replaced at Contractor's sole expense in a manner acceptable to and approved prior to repair by Stadium Manager.
2. In all active Work areas, Contractor shall provide, install and maintain all necessary barricades and warnings to prohibit pedestrian access into any affected Work area. This not only includes areas surrounding the Work, but also includes areas below the Work. Levi's Stadium is an active building containing employees, guests, and other contractors on a daily basis. Contractor shall be responsible for keeping others out of its active Work areas and preventing the exposure of others to material generated within the Work area, both around and below.
3. Cleaning and Protection
  - a. At end of each workday, remove rubbish, empty cans, rags, and other discarded materials from Project site. Secure, locate and position all unused materials and equipment, including man lifts, to the satisfaction of Stadium Manager.

- b. Protect all adjacent equipment, material and property.
- c. Upon completion of the Work, remove unused materials, debris, containers, footing forms and equipment from the Project site. Remove protective coverings and clean the exposed surfaces of the Work to remove dirt, stains and other substances, by methods as recommended by manufacturers.

## **MATERIALS**

1. Contractor shall replace VFDs, with bypass, in accordance with the requirements specified in this Exhibit "A" and the Plans and Specifications attached hereto as Exhibit "B".
2. Refer to the Notice Inviting Bids regarding requirements associated with "or-equal" substitutions. Contractor shall be solely responsible for ensuring and verifying the parts, equipment, and materials required to complete all Work on the Project, including any approved "or-equal" substitutes, are compatible with existing equipment.

## **SUBMITTALS**

1. Contractor shall submit parts, equipment, and materials identified in the "Materials" section of this document to the Stadium Manager or its designee for review and approval.

## **INSTALLATION**

1. The Contractor is responsible for the installation and material requirements per the manufacturer requirements. Contractor shall provide all tools, labor, materials, and accessories necessary to complete the installation per the manufacturer requirements and the Contract Documents.
2. The Project site is Levi's Stadium, which is located at the following address:  
Levi's Stadium  
4900 Marie P. DeBartolo Way  
Santa Clara, CA 95054

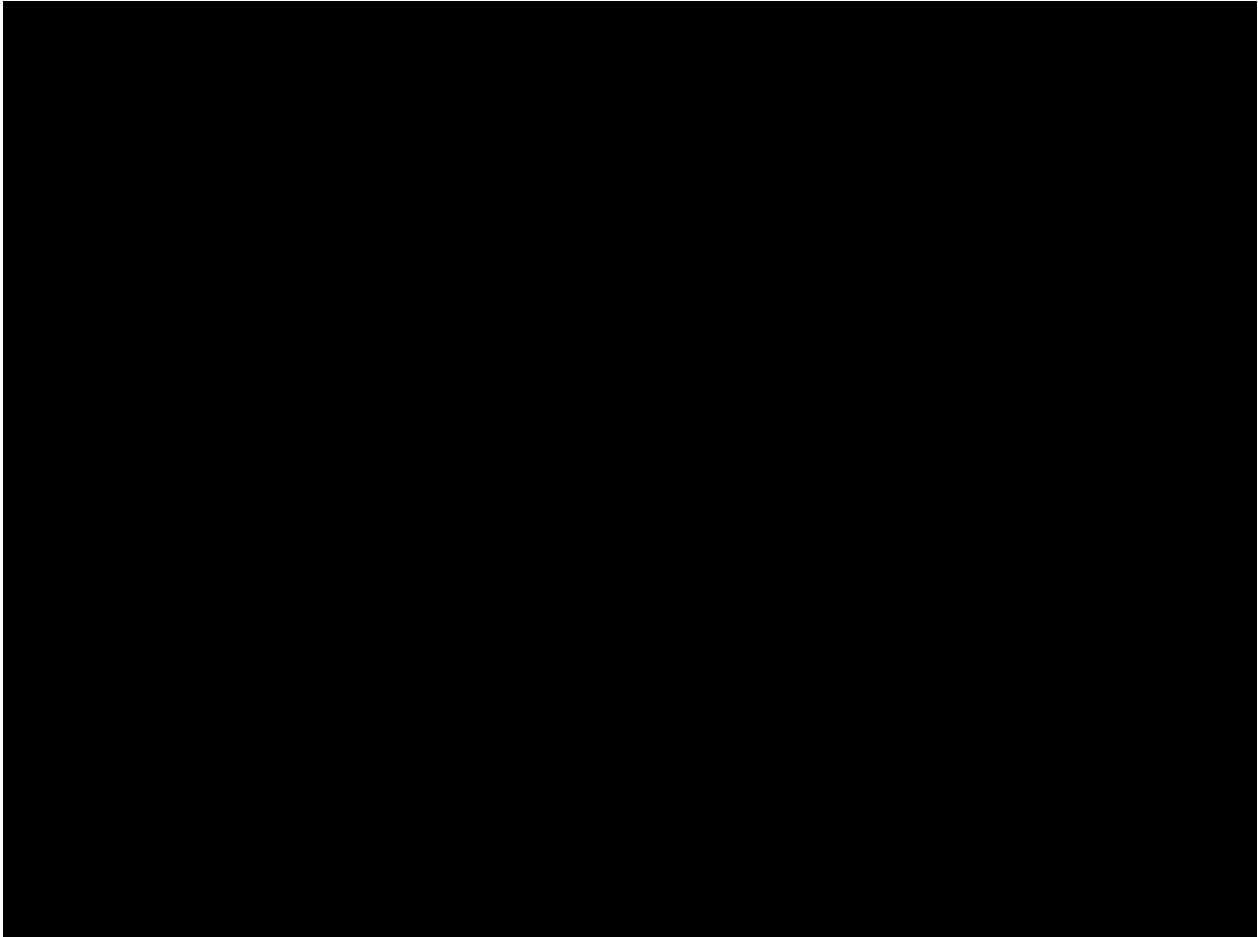
## **SCHEDULE**

1. Delivery and installation of materials is required within the Contract Time specified in the Contract Documents. Contractor shall coordinate with Stadium Manager to schedule delivery, site access, and installation of materials.

**EXHIBIT "A-1"**

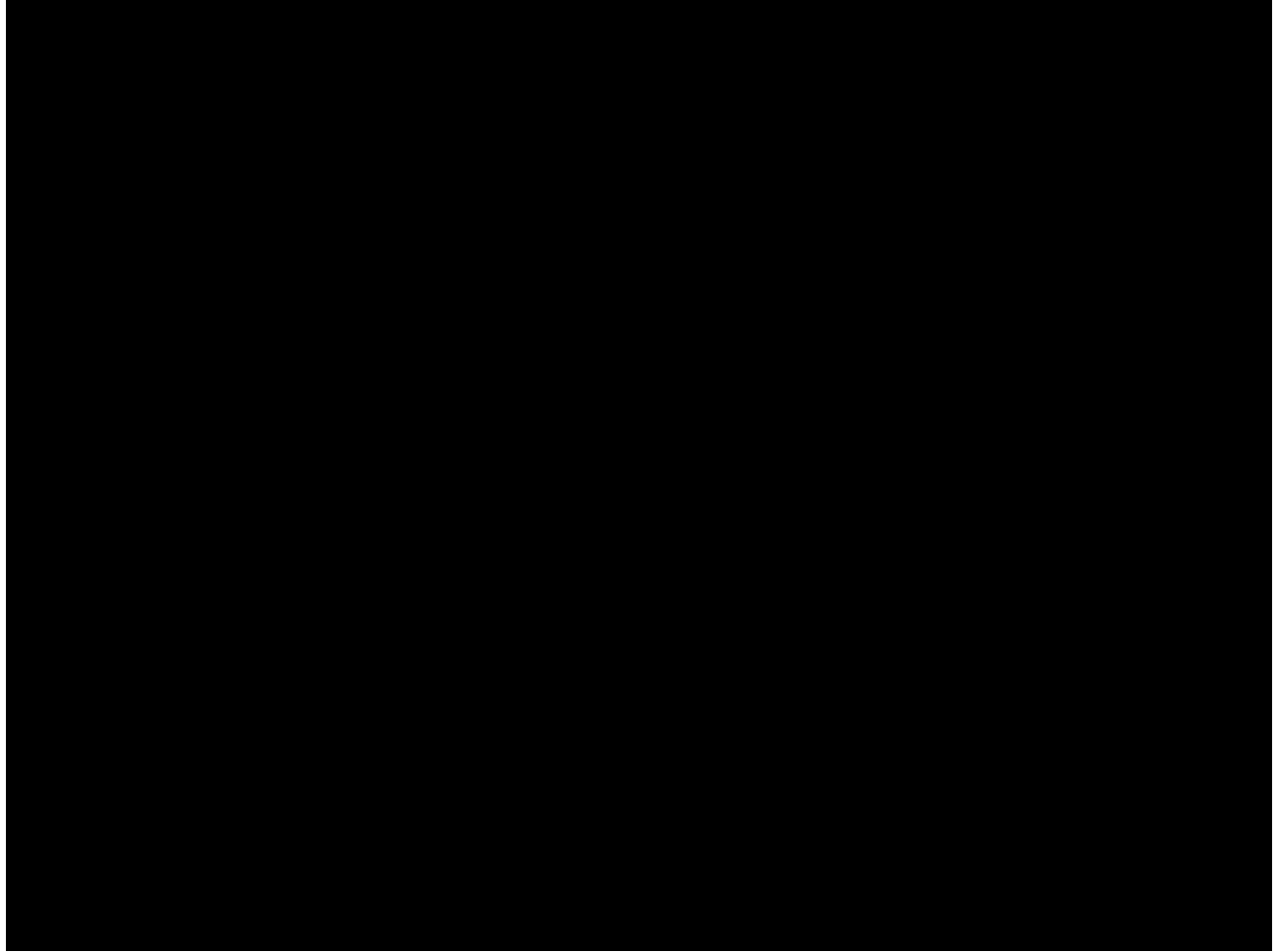
**PHOTOS OF COOLING TOWER AND PUMP VFDS**

**COOLING TOWER VFDS**





## OPEN LOOP PUMP VFDs



## CLOSED LOOP PUMP VFDs



## **EXHIBIT “B”**

### **PLANS AND SPECIFICATIONS**

The following Plans and Specifications are incorporated herein by reference as if set forth in their entirety:

1. VFD Replacements for Cooling Tower Pumps dated June 22, 2022 by HKS and ME Engineers and available via the following link: [REDACTED].

## **EXHIBIT “C”**

### **SPECIAL CONDITIONS**

#### **ARTICLE 1. BONDS**

Within fourteen (14) calendar days from the date the Contractor is notified of award of the Contract, the Contractor shall deliver to the Stadium Manager four identical counterparts of the Performance Bond and Payment Bond on the forms supplied by the Stadium Manager and included as Exhibit “F” to the Contract. Failure to do so may, in the sole discretion of Stadium Manager, result in the forfeiture of Contractor’s bid security. The surety supplying the bond must be an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, authorized to do business as such in the State of California and satisfactory to the Stadium Manager. The Performance Bond and the Payment Bond shall be for one hundred percent (100%) of the Total Contract Price.

#### **ARTICLE 2. STADIUM MANAGER’S REPRESENTATIVE**

For purposes of this Project unless otherwise modified by the Stadium Manager, the Stadium Manager’s Representative shall be: Stadium Manager’s Vice President, Stadium Projects and Planning or designee.

#### **ARTICLE 3. LOCATION OF THE PROJECT**

The Project is located at Levi’s Stadium, 4900 Marie P. DeBartolo Way, Santa Clara, CA

#### **ARTICLE 4. SCHEDULE CONSTRAINTS**

It is anticipated that the Contractor will be unable to perform Work on the Project site at least 48 hours prior to and 24 hours after any event with a projected attendance greater than 10,000 people without prior written approval from the Stadium Manager. Specific known dates for these events at this time include the following dates:

1. December 11, 2022
2. December 24, 2022
3. January 7, 2023
4. May 6, 2023
5. May 17, 2023
6. June 10, 2023
7. July 2, 2023
8. July 28-29, 2023
9. August 30, 2023

10. September 16, 2023

In addition to the foregoing known event dates, the Stadium Manager reserves the right to add up to three (3) additional event dates the addition of which shall not constitute cause for additional time or compensation to be added to the Contract.

Contractor is assumed to have accounted for such events during the duration of the Project as part of its bid and may not claim any time or cost impacts and will not be granted any time extensions or additional compensation as a result of these events.

Contractor shall ensure that any Work performed on the Project site is scheduled with the Stadium Manager in advance.

Stadium Manager has considered these schedule constraints when determining the Contract Time and no additional time or compensation will be added to the Contract due to these schedule constraints.

## **ARTICLE 5. NOISE RESTRICTIONS**

Contractor shall use only such equipment on the Work and in such state of repair so that the emission of sound therefrom is within the noise tolerance level of that equipment as established by Cal/OSHA.

Contractor shall comply with the most restrictive of the following: (1) local sound control and noise level rules, regulations and ordinances and (2) the requirements contained in this Contract, including hours of operation requirements.

No internal combustion engine shall be operated on the Project without a muffler of the type recommended by the manufacturer. Should any muffler or other control device sustain damage or be determined to be ineffective or defective, the Contractor shall promptly remove the equipment and shall not return said equipment to the job until the device is repaired or replaced. Said noise and vibration level requirements shall apply to all equipment on the job or related to the job, including but not limited to, trucks, transit mixers or transit equipment that may or may not be owned by the Contractor.

## **ARTICLE 6. SAFETY PROGRAMS**

In addition to all other safety requirements of the Contract, Contractor must comply with Cal/OSHA safety requirements at all times during the performance of the Work.

Stadium Manager has considered these safety programs when determining the Contract Time and no additional time or compensation will be added to the Contract due to these safety programs.

**EXHIBIT "D"**

**CERTIFICATION  
LABOR CODE - SECTION 1861**

I, the undersigned Contractor, am aware of the provisions of Section 3700, et seq., of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I, the undersigned Contractor, agree to and will comply with such provisions before commencing the performance of the Work on this Contract.

**\*\*\*INSERT CONTRACTOR NAME\*\*\***

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Title (Print)

## EXHIBIT "E"

### PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

Pursuant to Labor Code Sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. See <http://www.dir.ca.gov/Public-Works/PublicWorks.html> for additional information.

No bid will be accepted, nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work.

Contractor hereby certifies that it is aware of the registration requirements set forth in Labor Code Sections 1725.5 and 1771.1 and is currently registered as a contractor with the Department of Industrial Relations.<sup>1</sup>

Name of Contractor: \_\_\_\_\_

DIR Registration Number: \_\_\_\_\_

DIR Registration Expiration: \_\_\_\_\_

Small Project Exemption: \_\_\_\_\_ Yes or \_\_\_\_\_ No

Unless Contractor is exempt pursuant to the small project exemption, Contractor further acknowledges:

- Contractor shall maintain a current DIR registration for the duration of the project.
- Contractor shall include the requirements of Labor Code Sections 1725.5 and 1771.1 in its contract with subcontractors and ensure that all subcontractors are registered at the time of bid opening and maintain registration status for the duration of the project.
- Failure to submit this form or comply with any of the above requirements may result in a finding that the bid is non-responsive.

Name of Contractor \_\_\_\_\_

Signature \_\_\_\_\_

Name and Title \_\_\_\_\_

Dated \_\_\_\_\_

---

<sup>1</sup> If the Project is exempt from the contractor registration requirements pursuant to the small project exemption under Labor Code Sections 1725.5 and 1771.1, please mark "Yes" in response to "Small Project Exemption."

**EXHIBIT “F”**

**PAYMENT AND PERFORMANCE BONDS**

***ATTACHED BEHIND THIS PAGE***



## PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the Forty Niners Stadium Management Company LLC, (hereinafter referred to as "Stadium Manager") has awarded to \_\_\_\_\_ (hereinafter referred to as the "Contractor") an agreement for the **Levi's Stadium Variable Frequency Drive Replacements for Cooling Towers and Pumps Project** (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, the Contractor is required by said Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of said Contract Documents.

NOW, THEREFORE, we, \_\_\_\_\_, the undersigned Contractor and \_\_\_\_\_ as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the Stadium Manager in the sum of \_\_\_\_\_ DOLLARS, (\$\_\_\_\_\_), said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Contractor, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract Documents and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations including the guarantee of all materials and workmanship; and shall indemnify and save harmless the Indemnified Parties as stipulated and defined in said Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees including reasonable attorney's fees, incurred by Stadium Manager in enforcing such obligation.

As a condition precedent to the satisfactory completion of the Contract Documents, unless otherwise provided for in the Contract Documents, the above obligation shall hold good for a period of one (1) year after the acceptance of the work by Stadium Manager, during which time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the Stadium Manager from loss or damage resulting from or caused by defective materials or faulty workmanship. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the Stadium Manager's rights or the Contractor or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure Section 337.15.

Whenever Contractor shall be, and is declared by the Stadium Manager to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at the Stadium Manager's option:

- i. Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or
- ii. Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a Contract between such bidder, the Surety and the Stadium Manager, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the Stadium Manager under the Contract and any modification thereto, less any amount previously paid by the Stadium Manager to the Contractor and any other set offs pursuant to the Contract Documents.
- iii. Permit the Stadium Manager to complete the Project in any manner consistent with California law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the Stadium Manager under the Contract and any modification thereto, less any amount previously paid by the Stadium Manager to the Contractor and any other set offs pursuant to the Contract Documents.

Surety expressly agrees that the Stadium Manager may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor.

Surety shall not utilize Contractor in completing the Project nor shall Surety accept a bid from Contractor for completion of the Project if the Stadium Manager, when declaring the Contractor in default, notifies Surety of the Stadium Manager's objection to Contractor's further participation in the completion of the Project.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project.

By their signatures hereunder, Surety and Contractor hereby confirm under penalty of perjury that surety is an admitted surety insurer authorized to do business in the State of California.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, we have hereunto set our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(Corporate Seal)

\_\_\_\_\_  
Contractor/ Principal

By \_\_\_\_\_

Title \_\_\_\_\_

(Corporate Seal)

\_\_\_\_\_  
Surety

By \_\_\_\_\_  
Attorney-in-Fact

Signatures of those signing for the Contractor and Surety must be notarized and evidence of corporate authority attached.

NOTE: A copy of the Power-of-Attorney authorizing the person signing on behalf of the Surety to do so must be attached hereto.

The rate of premium on this bond is \_\_\_\_\_ per thousand. The total amount of premium charges is \$\_\_\_\_\_.  
(The above must be filled in by corporate attorney.)

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

(Name and Address of Surety)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Name and Address of Agent or Representative for service of process in California, if different from above)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Telephone number of Surety and Agent or Representative for service of process in California)

\_\_\_\_\_

## Notary Acknowledgment

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 \_\_\_\_\_

On \_\_\_\_\_, 20\_\_\_\_, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, 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 of Notary Public

### OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

#### CAPACITY CLAIMED BY SIGNER

#### DESCRIPTION OF ATTACHED DOCUMENT

- ☐ Individual  
☐ Corporate Officer

\_\_\_\_\_  
Title(s)

\_\_\_\_\_  
Title or Type of Document

- ☐ Partner(s)      ☐ Limited  
                         ☐ General

\_\_\_\_\_  
Number of Pages

- ☐ Attorney-In-Fact  
☐ Trustee(s)  
☐ Guardian/Conservator  
☐ Other:

\_\_\_\_\_  
Date of Document

Signer is representing:  
Name Of Person(s) Or Entity(ies)

\_\_\_\_\_  
Signer(s) Other Than Named Above

## PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS That

WHEREAS, the Forty Niners Stadium Management Company LLC (hereinafter designated as the "Stadium Manager"), by action taken or a resolution passed \_\_\_\_\_, 20\_\_\_\_\_, has awarded to \_\_\_\_\_ hereinafter designated as the "Principal," a contract for the work described as follows: **Levi's Stadium Variable Frequency Drive Replacements for Cooling Towers and Pumps Project** (the "Project"); and

WHEREAS, said Principal is required to furnish a bond in connection with said contract; providing that if said Principal or any of its Subcontractors shall fail to pay for any materials, provisions, provender, equipment, or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Code or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of said Principal and its Subcontractors with respect to such work or labor the Surety on this bond will pay for the same to the extent hereinafter set forth.

NOW THEREFORE, we, the Principal and \_\_\_\_\_ as Surety, are held and firmly bound unto the Stadium Manager in the penal sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his or its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay any of the persons named in Civil Code Section 9100, fail to pay for any materials, provisions or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department or Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Revenue and Taxation Code Section 18663, with respect to such work and labor the Surety or Sureties will pay for the same, in an amount not exceeding the sum herein above specified, and also, in case suit is brought upon this bond, all litigation expenses incurred by the Stadium Manager in such suit, including reasonable attorneys' fees, court costs, expert witness fees and investigation expenses.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 9100 so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described, or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement herein above described, nor by any rescission or attempted rescission or attempted rescission of the contract, agreement or bond, nor by any conditions

precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner or Stadium Manager and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Civil Code Section 9100, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned, including but not limited to the provisions of Sections 2819 and 2845 of the California Civil Code.

By their signatures hereunder, Surety and Principal hereby confirm under penalty of perjury that surety is an admitted surety insurer authorized to do business in the State of California.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

(Corporate Seal)

\_\_\_\_\_  
Contractor/ Principal

By \_\_\_\_\_

Title \_\_\_\_\_

(Corporate Seal)

\_\_\_\_\_  
Surety

By \_\_\_\_\_  
Attorney-in-Fact

Signatures of those signing for the Contractor and Surety must be notarized and evidence of corporate authority attached.

NOTE: A copy of the Power-of-Attorney authorizing the person signing on behalf of the Surety to do so must be attached hereto.

## Notary Acknowledgment

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 \_\_\_\_\_

On \_\_\_\_\_, 20\_\_\_\_, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, 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 of Notary Public

### OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

#### CAPACITY CLAIMED BY SIGNER

#### DESCRIPTION OF ATTACHED DOCUMENT

- ☐ Individual  
☐ Corporate Officer

\_\_\_\_\_  
Title(s)

- ☐ Partner(s)      ☐ Limited  
                         ☐ General

- ☐ Attorney-In-Fact  
☐ Trustee(s)  
☐ Guardian/Conservator  
☐ Other:

Signer is representing:  
Name Of Person(s) Or Entity(ies)

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Title or Type of Document

\_\_\_\_\_  
Number of Pages

\_\_\_\_\_  
Date of Document

\_\_\_\_\_  
Signer(s) Other Than Named Above

## **EXHIBIT “G”**

### **PROCUREMENT AND CONTRACT PROCESS INTEGRITY AND CONFLICT OF INTEREST GUIDELINES**

#### **1 PURPOSE**

1.1 The purpose of these Guidelines is to ensure integrity in the Stadium Manager’s procurement and contract processes, to educate Stadium Manager employees, consultants, uncompensated outside parties and any person involved in the decision to award a contract about potential Conflicts of Interest, and to establish guidelines for procedural screening of Conflicts of Interest.

1.2 The Stadium Manager desires to provide a fair opportunity to participants in competitive processes for the award of Stadium Manager contracts by promulgating integrity and removal of Conflicts of Interest in all competitive solicitations.

#### **2 DEFINITIONS**

##### **2.1 PURCHASING MANAGER**

“Purchasing Manager” is the Stadium Manager representative designated by the Stadium Manager to be responsible for the Stadium Manager’s procurement process.

##### **2.2 ELECTED OFFICIAL**

“Elected Official” means the City of Santa Clara Mayor, Council Members, City Clerk, and Chief of Police.

##### **2.3 COUNCIL APPOINTEES**

“Council Appointees” means the City of Santa Clara City Manager, City Attorney, and City Auditor.

##### **2.4 SOLICITATION**

“Solicitation” means, but is not limited to, specification development, preparation and issuance of requests for proposals, quotes, qualifications or bids, evaluation of responses and submissions, and other evaluations which lead to an award of a Stadium Manager contract.

#### **3 GENERAL PROVISIONS**

##### **3.1 COMMUNICATION PROTOCOL**

3.1.1 Prior to Issuance of Solicitations: Prior to the issuance of Solicitations, contact between prospective respondents and Stadium Manager staff, consultants or City of Santa Clara elected officials is permissible.

3.1.2 After Issuance of Solicitations and prior to Submission deadline for Solicitations: After issuance of Solicitations, all contact between prospective respondents and the Stadium Manager with regard to the Solicitation must be directed to the procurement contact designated in the Solicitation. Stadium Manager staff and consultants will refer all inquiries with regard to the Solicitation to the procurement contact. All requests for clarification, objections to the structure, content, or distribution of a Solicitation, or other inquiries must be made in writing and the Stadium Manager shall answer to these clarifications, objections, and inquiries in writing via addenda to the Solicitation.

3.1.3 After Submission Deadline of Solicitations and prior to Issuance of a Notice of Intended Award: After the submission deadline of Solicitations, all contact regarding the procurement between respondents and the Stadium Manager and participants in the evaluation process, who are not Stadium Manager employees or representatives, must be directed to the procurement



contact designated in the Solicitation. Stadium Manager staff and consultants will refer all inquiries to the procurement contact identified in the Solicitation document.

3.1.4 After Issuance of a Notice of Intended Award: The Stadium Manager will issue a notice of intended award to all respondents including the basis for selection and instructions for filing a protest. All respondents shall follow the procedures for protest as indicated in the Solicitation document. During the protest period, Stadium Manager staff and consultants will refer all inquiries to the procurement contact identified in the Solicitation document.

3.1.5 After Completion of Protest Period: After completion of the protest period contact between prospective respondents and Stadium Manager staff, consultants and City of Santa Clara elected officials is permissible.

#### 4 RESPONDENT'S CODE OF CONDUCT

By submitting a response to a Stadium Manager Solicitation, respondents are individually and solely responsible for ensuring compliance with these Guidelines on behalf of the respondent's employees, agents, consultants, lobbyists, or other parties or individuals engaged for purposes of developing or supporting a response. In addition to adhering to these Guidelines, respondents may not collude, directly or indirectly among themselves in regard to the amount, terms or conditions of a Solicitation, influence any Stadium Manager staff member or evaluation team member throughout the solicitation process, including the development of specifications, submit incorrect information in the response to a Solicitation or misrepresent, or fail to disclose material facts during the evaluation process. Any evidence indicating a respondent has failed to adhere with any section of these Guidelines may result in the respondent's disqualification from the procurement as well as possible debarment.

#### 5 CONFIDENTIALITY DURING EVALUATION PROCESS

5.1 Stadium Manager staff, consultants, and outside evaluators who are participants in the evaluation process are required to sign a confidentiality agreement which binds the participants not to share any information about responses received and the evaluation process until the Stadium Manager issues a notice of intended award.

#### 6 CONFLICT OF INTEREST

6.1 Elected officials, appointed officials, their staffs, and Stadium Manager employees and consultants are expected to avoid any conflicts of interest. Further, such individuals should avoid the appearance of conflicts of interest in order to ensure that Stadium Manager decisions are made in an independent and impartial manner. In general, the designated Stadium Manager procurement contact, in consultation with the Stadium Manager's Chief Financial Officer ("CFO") shall take measures to ensure that the Stadium Manager avoid any conflict of interests in procurement processes of Stadium Manager contracts. Specifically, these measures include that:

6.1.1 Persons who may not be regularly involved in Stadium Manager procurements review this Exhibit and other ethical standards and elicit such information from them to enable the Stadium Manager to determine if the person's participation would create a conflict of interest. Such persons shall include, but are not limited to:

- authors of specifications
- paid and unpaid evaluators
- paid and unpaid consultants who assist in the procurement process

6.1.2 The CFO shall discuss any potential conflict of interest identified with Stadium Manager's legal department and document the resulting determination, and take appropriate action including, but not limited to, removal of an employee, consultant, or outside uncompensated party from the procurement activity or cancellation of a Solicitation.

## 7 ALLEGATIONS OF CONFLICT OF INTEREST

7.1.1 Prior to the Solicitation release, up to award of contract, any allegations of conflict of interest by a Stadium Manager employee, consultant, or other participant in the pre- Solicitation and Solicitation process shall be reported to the CFO. The CFO shall investigate the alleged conflict of interest in consultation with the Stadium Manager's legal department and document the resulting determination.

## 8 ALLEGATIONS OF MISCONDUCT

8.1.1 At any time during a Solicitation process, any misconduct by a Stadium Manager employee, consultant, or other participant in the pre-Solicitation and Solicitation process, shall be reported to the CFO. The CFO shall investigate the alleged misconduct, in consultation with the procurement contact, and others, as appropriate. Nothing in these guidelines is intended to prohibit anyone from communicating with the CFO or legal department about any alleged misconduct.

## **EXHIBIT “H”**

### **LEVI’S STADIUM JOBSITE RULES**

The Contractor (to include all contractors, vendors, subcontractor and employees of each) shall adhere to the following rules while on site:

1. Contractor shall park in only approved Contractor designated parking areas as identified by Stadium Manager.
2. No smoking, drugs, or alcohol permitted on site.
3. Contractor work area must be left in a clean, neat and orderly condition at the end of each day. If the Contractor fails to perform daily cleaning the Stadium Manager reserves the right to clean up debris at Contractor expense.
4. Contractor shall coordinate with Stadium Manager for use of restroom facilities prior to Project.
5. Contractor to schedule work hours with Stadium Manager prior to Project. Work outside of regularly schedule hours shall require prior written approval by Stadium Manager.
6. Contractor shall coordinate employee break areas with the Stadium Manager prior to Project. All lunch and break debris generated by the Contractor must be disposed of immediately in appropriate containers (i.e., glass, aluminum, cardboard, etc.).
7. No radios, iPods, music devices with earbuds, etc. allowed. NO EXCEPTIONS.
8. Contractor shall report Project status to the Stadium Manager weekly and provide an update on the progress of the work. Contractor shall contact Stadium Manager immediately should any incidents occur or if any conflicts with these jobsite rules should arise.
9. Personal Protective Equipment (“PPE”), including but not limited to, proper safety clothing MUST be worn at all times while on jobsite. Any personnel without proper safety clothing will not be allowed on site. This include office personnel and visitors. Appropriate PPE shall be coordinated with the Stadium Manager prior to Project.
10. The Contract supervisor assigned to this job must have the ability to make employees follow ALL jobsite rules.
11. NO children (under 18 years old) are allowed on site.
12. Contractor, to include all employees and visitors, must register each day for stadium access through the Stadium Manager provided visitor management and access control system. Contractor employees are subject to health screening prior to approval of site access. Contractor employees shall adhere to all Stadium Manager site access requirements.
13. Contractors and all employees must stay in their area as required and defined in the Project scope of work. Any Contractor employee found outside of the authorized Project area will be removed from the property and may not return to the site.

14. Contractor Equipment / Vehicles – Contractor shall coordinate delivery and use of all equipment brought and used on site (owned or rented) with the Stadium Manager prior to Project. Equipment shall display markings identifying the following information for each piece of equipment while on site:

- Contractor's Company Name
- Contractor's Equipment Contact
- Contact Phone Number
- Duration On-Site (i.e. 06/02/21- 06/15/21)

Equipment requiring this information includes, but is not limited to, the following types of equipment:

- Material Handling Equipment (such as Forklifts and Pallet Jacks)
- Golf Carts
- Flatbeds
- Manlifts
- Vehicles
- Job Boxes
- Trailers
- Other Equipment

Anyone operating this equipment must have the proper certifications, operate them in compliance with Cal/OSHA standards, and shall follow any Stadium Manager safety protocols.

### **Social Media Policy**

This policy governs contractors use of social media, including any online tools used to share content and profiles, such as personal web pages, message boards, networks, communities, and social networking websites including, but not limited to, Facebook, Twitter, Instagram, LinkedIn, Snapchat, Tumblr, Reddit, and web blogs. The lack of explicit reference to a specific site or type of social media does not limit the application of this policy.

The Contractor (and all employees) are prohibited from the following:

1. Using social media to post or to display comments about Stadium Manager, the San Francisco 49ers, Levi's Stadium, co-workers, supervisors, clients, vendors, suppliers or members of management that are vulgar, obscene, physically threatening or intimidating, harassing, or otherwise constitute a violation of the Stadium Manager's workplace policies against discrimination, retaliation, harassment, or hostility on account of any protected category, class, status, act or characteristic.
2. Infringing on Stadium's logos, brand names, taglines, slogans or other trademarks. Contractors and their agents, owners, and employees shall comply with the laws regarding copyrights, trademarks, rights or publicity and other third-party rights.
3. Posting or displaying content that is an intentional public attack on the quality of the Stadium's products and/or services in a manner that a reasonable person would perceive as calculated to harm the Stadium's business and is unrelated to any employee concern involving wages, hours, or other terms and conditions of employment.

4. Posting a photograph of a supervisor, manager, co-worker (including players and coaches in non-public settings), vendor, supplier, or client without that individual's express permission.

**Violations of this policy may result in disciplinary action up to and including removal from the jobsite. Please contact the Stadium Manager if you have any questions about this policy.**



## Agenda Report

23-381

Agenda Date: 3/21/2023

### REPORT TO STADIUM AUTHORITY BOARD

#### SUBJECT

Report from the Stadium Authority for Action Regarding Stadium Manager's Request to Award Agreement to Blocka Construction Inc. to Replace the Variable Frequency Drives for Cooling Towers and Pumps at Levi's Stadium (Variable Frequency Drive(s) CapEx Project) and Related Budget Amendment

#### BOARD PILLAR

Ensure Compliance with Measure J and Manage Levi's Stadium

#### BACKGROUND

On October 8, 2019, the City Council approved Ordinance No. 2005 amending Chapter 17.30 (Stadium Authority Procurement Policy) of the Santa Clara City Code, which rescinded the delegation to the Executive Director to enter into agreements without prior Stadium Authority Board (Board) approval. As a result of Ordinance No. 2005, the Stadium Manager is also required to request Board approval before entering into agreements on behalf of the Stadium Authority. As of the effective date of the Ordinance (November 8, 2019), all Stadium Authority agreements for services, supplies, materials, and equipment require the approval of the Stadium Authority Board.

As the Stadium Manager, 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, Stadium Manager, and Forty Niners SC Stadium Company (StadCo).

The Stadium Manager is requesting approval for the following actions related to the Variable Frequency Drive(s) Capital Expense (CapEx) Project:

1. Award a one-time agreement to Blocka Construction Inc. in the amount of \$118,000 to replace the variable frequency drive for cooling towers and pumps at Levi's Stadium;
2. Approve a budget amendment to increase the total budget amount for this CapEx project by \$22,434, from \$107,366 to \$129,800. The Stadium Authority FY 2023/24 CapEx Budget includes \$107,366 for the Variable Frequency Drive(s) CapEx line item;
3. Authorize the Stadium Manager to execute any and all documents associated with, and necessary for the award, completion, and acceptance of the project; and
4. Authorize the Stadium Manager to execute change orders up to \$11,800 for a total not to exceed construction agreement amount of \$129,800.

A variable frequency drive is a device used in a drive system that controls speed and torque by varying the frequency of the input electricity. The variable frequency drives that are being replaced are for the cooling towers, which control the cooling functions for the Stadium.

The proposed budget amendment will cover the costs of the one-time agreement (\$118,000) and a 10% contingency for change orders (\$11,800).

## DISCUSSION

Stadium Authority staff reviewed the Stadium Manager's Recommendation for Award memo (attached to corresponding report #23-376) and supporting documents for consistency against the Stadium Authority Procurement Policy and Santa Clara City Code Chapter 2.105.140(d) (Competitive requirements for purchases - Formal request for bids). The Stadium Manager's Request for Bids (RFB) received four bids and the Stadium Manager is recommending award to the lowest responsible and responsive bid (Blocka Construction Inc.). As explained in the Recommendation memo, the two lowest bidders were deemed nonresponsive.

Based on the documentation provided and additional discussions with the Stadium Manager, staff recommends approval of the Stadium Manager's request to award a one-time agreement to Blocka Construction Inc. in the amount of \$118,000 for the Variable Frequency Drive(s) CapEx Project and approval of a budget amendment to increase the existing line item in the Stadium Authority FY 2023/24 CapEx Budget by \$22,434 to \$129,800.

Regarding the Stadium Manager's request for authority to execute any and all documents related to the project and change orders up to \$11,800 for a total not to exceed construction agreement amount of \$129,800, staff recommends that the authority be delegated instead to the Executive Director's Office. Currently, the Executive Director has no delegated authority under the Stadium Authority Procurement Policy; however, staff is presenting an Ordinance for Council adoption as part of the March 21, 2023 agenda that will provide the Executive Director with delegated authority to enter into contracts with amounts up to one hundred thousand dollars (\$100,000) as allocated to and authorized by the Stadium Authority by adoption of the annual budget. While the contract and contingency together exceed the \$100,000 threshold, staff recommends providing the Executive Director's Office with authority to approve the Stadium Manager's execution of all documents related to CapEx projects and change orders up to \$11,880 to achieve the expediency that the Stadium Manager seeks.

The Stadium Authority Counsel's Office has reviewed the requested agreement for comparison to the Stadium Authority's customary language. While there are some differences in the language, including portions covering compliance with laws such as prevailing wage and conflict of interest, the agreement submitted here for approval contains the necessary language which identifies these legal obligations to the vendor. The vendor expressly agrees to adhere to such obligations upon its execution of the agreement. Nothing in the proposed agreement changes the Stadium Authority's rights under the Management Agreement and specifically with respect to any dispute that may arise from the Stadium Manager's obligations under the Management Agreement.

In addition, per Paragraph 4(b) of the Settlement Agreement, the Stadium Authority reserves all rights to confirm and dispute charges by and payments to the Stadium Manager during a fiscal year-end reconciliation/true-up, including but not limited to changes based on improper allocation, calculation, lack of support, or failure to comply with the Parties' contracts or California law. The Stadium

Authority may raise related questions before the fiscal year-end reconciliation/true-up, which the Stadium Manager agrees to assess and respond to in good faith.

### 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 FY 2022/23 CapEx Budget contains \$133,000 for the Variable Frequency Drive(s) CapEx Project and the FY 2023/24 CapEx Budget contains \$107,366 for the line item. The Stadium Manager has incurred costs for the project in FY 2022/23 related to a HKS Architects task order for design work (\$29,550), City of Santa Clara permit fees (\$1,144), and San Jose Mercury News publication fees (\$215). There are sufficient funds in the FY 2022/23 CapEx line item to cover these costs. The Stadium Manager has an existing agreement with HKS Architects, Inc., which was approved by the Stadium Authority Board on November 9, 2021, for design work. The Stadium Manager also received Board approval on July 13, 2021 to publish legal notices in the San Jose Mercury News and Santa Clara Weekly for various solicitations.

The requested agreement and related 10% contingency will total \$129,800 and require a budget amendment to increase the FY 2023/24 line item by \$22,434 to a total budget amount of \$129,800. The table below summarizes the budget amendment as discussed above:

CapEx Project	Adopted Budget	Increase/ (Decrease)	Amended Budget
Variable Frequency Drive Replacement for Cooling Towers and Pumps CapEx Project	\$107,366	\$22,434	\$129,800
Capital Expense Reserve	\$6,165,085	(\$22,434)	\$6,142,651

Together, the incurred FY 2022/23 costs and anticipated FY 2023/24 agreement and contingency costs will total \$160,709 for the Variable Frequency Drive(s) CapEx Project.

### COORDINATION

This report has been coordinated with the City’s Purchasing Manager, Stadium Treasurer’s and Stadium 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.

### RECOMMENDATION

1. Approve a budget amendment for the Variable Frequency Drive(s) line item in the Stadium Authority FY 2023/24 CapEx Budget to increase the budget by \$22,434 from the Capital



Expense Reserve;

2. Approve the Stadium Manager's request to award a one-time agreement to Blocka Construction Inc. in the amount of \$118,000 to replace the variable frequency drives for cooling towers and pumps at Levi's Stadium (Variable Frequency Drive(s) CapEx Project);
3. Authorize the Executive Director's Office, consistent with properly delegated authority or existing policy, to approve the Stadium Manager's execution of any and all documents associated with, and necessary for the award, completion, and acceptance of the project; and
4. Authorize the Executive Director's Office, consistent with properly delegated authority or existing policy, to approve the Stadium Manager's execution of change orders for the agreement up to \$11,800, for a total not to exceed construction agreement amount of \$129,800.

Reviewed by: Christine Jung, Assistant to the Executive Director

Approved by: Office of the Executive Director



## Agenda Report

23-66

Agenda Date: 3/21/2023

### REPORT TO COUNCIL

#### SUBJECT

Action on Appointment of Members to the Santa Clara Station Area Plan Task Force (SATF)

#### COUNCIL PILLAR

Promote and Enhance Economic, Housing and Transportation Development

#### BACKGROUND

On September 13, 2022, the City Council approved the Cooperative Agreement between the City of Santa Clara and the Valley Transportation Authority (VTA) for the preparation of the Santa Clara Station Area Specific Plan. As presented at the hearing, the community engagement strategy includes the formation of a Station Area Task Force (SATF).

On December 6, 2022, the City Council reviewed the recommended Task Force and appointed the following seven members:

- Jonathon Evans - Representative of Old Quad Residents Association (OQRA)
- Dan Ondrasek - Representative of Reclaiming Our Downtown (ROD)
- Dave Schoenwetter - Representative of Santa Clara University
- Patricia Leung - Representative of the Historical and Landmarks Commission
- Candida Diaz - Representative of the Cultural Commission
- Rob Mayer - Architect and Santa Clara resident
- Jane Casamajor - Representative of the Bicycle Pedestrian Advisory Committee

The City Council also voted to include four additional members on the Task Force, with one a representative of the S.E.S Portuguese Hall of Santa Clara and with three, to be selected through an application process, to include a transportation advocate, a representative from the business community, and an at-large community member.

The initial application was open from December 16, 2022 through January 10, 2023. A total of 111 applications were submitted. Due to the high number of applications, staff asked the applicants to complete a secondary application with four supplemental questions. The secondary application was open from January 20, 2023 through January 30, 2023. A total of 31 of the initial applicants completed the supplemental questions (Attachment 1), distributed as follows:

- 8 Transportation Advocate applicants
- 10 Business Community applicants
- 13 At-Large applicants

Staff also contacted the S.E.S. Portuguese Hall to recruit a representative for the Task Force.

However, a representative of the S.E.S. Portuguese Hall informed staff that no members of the Hall were available to participate.

### DISCUSSION

Based upon the responses provided in the 31 supplemental applications, staff is recommending the following appointees in each category. Staff recommends the appointment of two at-large members as representatives from the S.E.S. Portuguese Hall of Santa Clara were available to serve on the Task Force.

Jill Hough, Transportation Advocate

Jill Hough is a professional transportation planner with a background in sustainable transportation.

Dylan Plane, Business Community

Dylan Plane is a real estate professional with a background in land use and development.

Michael Stockwell, At-Large

Michael Stockwell is the Chairman of the South Bay Historical Railroad Society.

Shruti Mirashi, At-Large

Shruti Mirashi is a Santa Clara resident and served as the Chair of the Redistricting Commission.

Following City Council appointment of the additional SATF members, the SATF will commence meeting in order to select a representative to participate in the interview process to select a consultant to support the preparation of the Santa Clara Station Area Specific Plan.

### 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. The Santa Clara Station Area Plan will undergo environmental review and an environmental document will be brought to the City Council at the time when the Council considers the Plan.

### FISCAL IMPACT

There is no fiscal impact to the City for appointing the Santa Clara Station Area Plan Task Force other than administrative staff time and expense.

### COORDINATION

This report has been coordinated with the City Attorney’s Office.

### PUBLIC CONTACT

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### ALTERNATIVES

1. Appoint four additional Task Force members including: Jill Hough - Transportation Advocate, Dylan Plane - Business Community, Michael Stockwell - At-Large, Shruti Mirashi - At-Large.
2. Appoint four additional Task Force Members different from those recommended in Alternative 1 from the pool of 31 supplemental applications received

### RECOMMENDATION

1. Appoint four additional Task Force members including: Jill Hough - Transportation Advocate, Dylan Plane - Business Community, Michael Stockwell - At-Large, Shruti Mirashi - At-Large.

Reviewed by: Andrew Crabtree, Community Development Director

Approved by: Office of the City Manager

### ATTACHMENTS

1. Supplemental Applications

**From:** [Michael Stockwell](#)  
**To:** [Rebecca Bustos](#)  
**Subject:** Re: Santa Clara Station Area Task Force - Supplemental Application Questions  
**Date:** Tuesday, January 31, 2023 7:49:12 PM

---

Hi Rebecca,  
Thank you for the opportunity to respond.

1, Please tell us in a few sentences why are you interested in being a Task Force member?

As the Chairman of the Board for the South Bay Historical Railroad Society, I am interested in being on this Task Force to help maintain and preserve the historical integrity of the Santa Clara Station Area.

2, What knowledge or experience do you have that would contribute to this task force?

The South Bay Historical Railroad Society is responsible for ensuring the protection of the depots listed on the National Register of Historic Places along the Caltrain line, this includes the Santa Clara depot. SBHRS and its members have worked for over 30 years to preserve and protect the depot and the surrounding area. I have been on the board of directors for 15 years and the Chairman of the Board for the past 2 years and have an understanding of the responsibilities and challenges of working within the historic preservation community. SBHRS reviews and approves a multitude of tasks that different agencies wish to do. These can be as small as placing a sign in one of the depots or repairing or replacing a roof and painting the structure, to being involved in very large projects, such as the electrification of the railroad line and the platform separation and construction of the underground tunnel that was completed in 2012.

3, In your opinion, what would be a successful outcome of this task force?

A vibrant and functional transit hub which preserves and represents the historical fabric that makes the City of Santa Clara a rich part of California history.

4, Please tell us in a few sentences why you should be selected to be a member of this Task Force?

Due to Depot being on the National Registry of Historical Places, and the South Bay Historical Railroad Society being the overseer of the building and surrounding area, I believe I should be selected to the Task Force to assist in a new vision that addresses the current and future needs of commuters at the same time preserves and maintains the history of the area. This is best done during the planning phases.

Thank you,  
Michael Stockwell  
Chairman  
South Bay Historical Railroad Society

On Tue, Jan 31, 2023 at 4:25 PM Rebecca Bustos <[RBustos@santaclaraca.gov](mailto:RBustos@santaclaraca.gov)> wrote:

Hi Michael,



**Applicant Information**

**Santa Clara Station Area Task Force (SATF) Application**

Thank you for submitting your application to be a part of the Santa Clara Station Area Task Force (SATF). We received an overwhelming response to the application request. If you would still like to participate in the Task Force selection process, please provide your responses to the following questions by Monday, January 30 at 5:00 p.m. Based on the responses received, staff will narrow down the number of applicants for the City Council to choose from for appointment at an upcoming hearing.

For your reference, the SATF is an eleven-member advisory body appointed by the City Council. The SATF is advisory, non-voting and will meet approximately once a month over the approximate two-year Santa Clara Station Area Specific Plan planning process. The purpose of the SATF is to provide input on the vision, and use, circulation, and urban design aspects of the Specific Plan, as well as key policy issues.

**Name \***

Shrut Mrash

**Address \***

Street Address

[REDACTED]

Address Line 2

City

Santa Clara

Postal / Zip Code

95054

State / Province / Region

California

Country

United States

**Phone # \***

[REDACTED]

**Email \***

[REDACTED]

**Position \***

Please select the Santa Clara Station Area Task Force position you are interested in representing

Transportation Advocate

**1. Please tell us in a few sentences why are you interested in being a Task Force member? \***

I am interested because I want to be an involved citizen of the city I live in and make use of skills I have acquired for the benefit of the city.

**2. What knowledge or experience do you have that would contribute to this task force? \***

I believe that my background in Civil & Structural engineering and my experience working with the city staff as the Chair of the Redistricting Commission puts me in a unique position to advise effectively as a Transportation or At-large advocate. And I am being passionate about efficient transportation systems is an addition.

**3. In your opinion, what would be a successful outcome of this task force? \***

Being able to successfully present varied perspectives and inputs effectively so that council members can take well-informed decisions on where creating policies

**4. Please tell us in a few sentences why you should be selected to be a member of this Task Force? \***

Because I am nice and am able to take data-backed decisions due to my prior work experience.





### Applicant Information

#### Santa Clara Station Area Task Force (SATF) Application

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**Name \***

J. Hough

**Address \***

Street Address

[REDACTED]

Address Line 2

City

San Jose

State / Province / Region

CA

Postal / Zip Code

95118

Country

United States

**Phone # \***

[REDACTED]

**Email \***

[REDACTED]

**Position \***

Please select the Santa Clara Station Area Task Force position you are interested in representing

Transportation Advocate

**1. Please tell us in a few sentences why are you interested in being a Task Force member? \***

As a long time South Bay Area resident of multiple decades - as well as a seasoned senior transportation planner - I have seen the area transform around growth as well as the mounting challenges to plan a truly sustainable transportation - the four pillars of which are land use, transportation services, economic accessibility opportunities, and greenhouse gas emissions. I was drawn to my transportation career by my experiences as a teenager in Brooklyn NY, living in an iconic transportation-oriented resident development and getting to school and working buses and trains, my ability to conduct my daily activities independently struck me early on as a value to my lifestyle and my ability to shape my perceptions around entertainment art and culture. This kind of experience is one I'd like for teens to have in Santa Clara County and everywhere. I know your City rather well even though I live in Central San Jose as I often meet friends there socially, attend professional luncheons there, and I am a season-ticket holder of two passes and enjoy those outings. I would be honored to have an opportunity to provide my perspectives and experiences as a transportation professional to creating the kind of public asset that the City can be proud of for many years to come that currently exists before the City of Santa Clara.

**2. What knowledge or experience do you have that would contribute to this task force? \***

Adding to my description in Question #1 about my professional and personal experiences, I have an educational background in civil engineering and I've performed hundreds of transportation studies throughout California; and also in Montreal, the Greater Cote and Area, Metropolitan Phoenix, Colorado Springs, and Tampa Florida to name a few. The studies I lead for public agencies are rooted very much around regional transportation challenges and meeting the needs of cities and the residents as well as the day to day working population. I understand that a lot of these needs must be met and the planning of the Santa Clara station area will be no exception. I also thrive in an atmosphere of engaging with others around urban planning, the economy, and assist but not least the needs of disadvantaged communities and economically marginalized populations. The timing for this opportunity is a so significant for me: Over the last year I lost both my parents, who were elderly but had not been at all suffering from illness or medical issues and in that sense the loss was sudden and abrupt. It has given me a renewed sense of the importance of improving the lives of elderly people - they are marginalized both socially and economically and I see the younger generations discount the value of elderly folks as well as a lower income and vulnerable. Our society will decline if we can't turn around these trends - and an argument can be made that it is already has.

**3. In your opinion, what would be a successful outcome of this task force? \***

Planning, prioritizing and engaging are going to be among the main cornerstones of this task force. The vulnerable on this task force will need to have qualities such as empathy, listening, ability to be analytical, and a very good sense of how to balance the objective and the subjective. There will be factual information that will need to be mastered; but also needed will be a high emotional quotient without political discourses to understand the important public policies that will need to be vetted and crafted for the station area plan and the station area project at large to equitably serve the needs of the community. I believe I have a lot of these qualities and more.



4. Please tell us in a few sentences why you should be selected to be a member of this Task Force? \*

I believe I have described some very compelling aspects of my background as a teen and young adult viewing the physical environment through a transportation lens and as a transit dependent; my experience and knowledge garnered across nearly hundreds of studies in multiple metropolitan planning areas of the US; and I know from first-hand experience as a woman who is so Jewish about economic and social adversity and the importance of planning for social equity priorities for communities. I offer a rich unique nuanced perspective and high degree of competency, yet I have tremendous compassion and a compelling desire for the betterment of cities and their residents. I would love the opportunity to infuse your task force with this enthusiasm and empathy and be a part of a thriving outcome for Santa Clara. Thank you for the opportunity to provide this information and for your consideration.

Signature \*

By signing this application, you are confirming that you are the person listed in this application and that all information provided is truthful and correct.



Date

1/21/2023



**Applicant Information**

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**Name \***

Dylan Paine

**Address \***

Street Address

[REDACTED]

Address Line 2

City

San Jose

State / Province / Region

CA

Postal / Zip Code

95113

Country

USA

**Phone # \***

[REDACTED]

**Email \***

[REDACTED]

**Position \***

Please select the Santa Clara Station Area Task Force position you are interested in representing

Business Community

**1. Please tell us in a few sentences why are you interested in being a Task Force member? \***

I believe this is a significant opportunity to promote economic growth and prosperity for the community by being part of the Task Force. I have a strong background in real estate, and use, development, and deep understanding of local market fundamentals. I am also passionate about creating solutions for existing business and property owners, while also promoting what's best for the city of Santa Clara and its goals.

**2. What knowledge or experience do you have that would contribute to this task force? \***

I have a deep understanding of land use and general real estate trends that can be applied as we re-work the Santa Clara Station Focus Area Plan. I have studied the initial framework of the plan that was released in the 2008 General Plan and am an expert on real estate dynamics and fundamentals that will drive decisions on making. I am currently advising several property owners within the boundaries on this focus area on the highest and best use for their real estate, which as this time is somewhat unknown. My relationship with these property owners will be instrumental and this plan is implemented.

3. In your opinion, what would be a successful outcome of this task force? \*

A successful outcome would result in a new gateway hub to the city, centered around the Santa Clara Transit Station and various public transit providers that serve the station. It would have a vibrant feel much like Santana Row, or what's planned at the Related project in Northern Santa Clara. The new area would create an opportunity for community members to live, work, and play in the area, helping reduce traffic and increase opportunity for the underserved in the community.

4. Please tell us in a few sentences why you should be selected to be a member of this Task Force? \*

My real estate expertise and relationships in the community will be helpful as we navigate changes in land use and new development standards within the boundaries of this plan. The plan will have a mix of office, residential, industrial, commercial, and public area and it's important that we design a framework that creates synergy within the community and does not impact local business owners and citizens negatively. I am passionate about being part of this task force and contributing positively to the local community.

Signature \*

By signing this application, you are confirming that you are the person listed in this application, and that all information provided is truthful and correct.

*Dylan Plane*

Date

1/20/2023





**Applicant Information**

**Santa Clara Station Area Task Force (SATF) Application**

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**Name \***

Joshua Kessler

**Address \***

Street Address

[REDACTED]

Address Line 2

City

Santa Clara

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95051

State / Province / Region

CA

Country

USA

**Phone # \***

[REDACTED]

**Email \***

[REDACTED]

**Position \***

Please select the Santa Clara Station Area Task Force position you are interested in representing

Transportation Advocate

**1. Please tell us in a few sentences why are you interested in being a Task Force member? \***

To help the community. I am passionate about public transit, can think objectively, and works well with others.

**2. What knowledge or experience do you have that would contribute to this task force? \***

I have lived in Santa Clara since 2000 and observe the problems we have first hand. I have helped lead an 1100 volunteer workforce put on a fun run convention of over 25,000. I also run train simulations monthly.

**3. In your opinion, what would be a successful outcome of this task force? \***

A better Santa Clara.

**4. Please tell us in a few sentences why you should be selected to be a member of this Task Force? \***

You will not find many better and I am humble. Nah. I like to solve puzzles and leave the world in a better way. I also want to help make Santa Clara even better for my kids to live in.



**Applicant Information**

**Santa Clara Station Area Task Force (SATF) Application**

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**Name \***

George Guerra

**Address \***

Street Address

[REDACTED]

Address Line 2

City

Santa Clara

Postal / Zip Code

95051

State / Province / Region

CA

Country

USA

**Phone # \***

[REDACTED]

**Email \***

[REDACTED]

**Position \***

Please select the Santa Clara Station Area Task Force position you are interested in representing

At Large

**1. Please tell us in a few sentences why are you interested in being a Task Force member? \***

As a citizen of Santa Clara I'm always looking to serve my community in any way to make Santa Clara a better place to live. To make sure that the average citizens views are considered when we make critical decisions that effect the residents.

**2. What knowledge or experience do you have that would contribute to this task force? \***

I served 8 years on the Parks and Rec Commission, where during my tenure, I along with my fellow commissioners were able to open new parks in Santa Clara and also update many more that needed help. I worked with developers on plans for new parks, and provided edits to plans where I saw a need in order to provide some additional resources for our citizens. I would also bring a wealth of City of Santa Clara knowledge based on my over 50 years of being a Santa Clara resident.

**3. In your opinion, what would be a successful outcome of this task force? \***

To make sure that the residents of Santa Clara benefit from the task force work in order to ensure that transportation, housing, parks, be established that work for the citizens of Santa Clara.

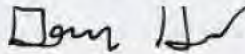


4. Please tell us in a few sentences why you should be selected to be a member of this Task Force? \*

I think my tenure on the Santa Clara Parks and Recreation Commission shows my ability to work with others towards common goals that benefit the citizens of Santa Clara. If chosen I look forward to using my skills to make the Task Force successful.

Signature \*

By signing this application, you are confirming that you are the person listed in this application and that all information provided is truthful and correct.



Date

1/20/2023



**Applicant Information**

**Santa Clara Station Area Task Force (SATF) Application**

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**Name \***

Han-Chih Yeh

**Address \***

Street Address

[REDACTED]

Address Line 2

City

San Jose

State / Province / Region

CA

Postal / Zip Code

95117

Country

USA

**Phone # \***

[REDACTED]

**Email \***

[REDACTED]

**Position \***

Please select the Santa Clara Station Area Task Force position you are interested in representing

Business Community

**1. Please tell us in a few sentences why are you interested in being a Task Force member? \***

I would like to make some impacts on the community I lived in and create a community-based plan to shape this vibrant transit hub. We as people while we are living in this town not 1% rich people in this valley so I can provide more precise insights to help the government to have a development plan in real need for most satisfaction.

**2. What knowledge or experience do you have that would contribute to this task force? \***

My major back to college engineering when graduate school selected engineering so I am the multi-disciplinary professional with those two fields. Also, I can provide some architecture style advice for both style and functionalities, like a style functional suit for every occasion. Plus, I believe the government can fully utilize my expertise and let me combine artificial intelligence (AI), communication engineering, hardware facilities and software engineering into the plan. The plan that will benefit this Santa Clara hub and the valley, also the tax income and economy of Santa Clara valley.

3. In your opinion, what would be a successful outcome of this task force? \*

As a hub of BART, Caltrans, Amtrak and VTA, the success of this plan will be in connecting all the communities in Santa Clara County, however, we still need vehicles, electric vehicles in most, to help reach out the places with not that demanding. In this way, people in the valley can fully utilize the public transportations, nevertheless, you can always have the option to use your own ride. The public transportations never the end of sale of vehicles, those two should be able to live with each other and live forever. Most of the people will choose to control by themselves once they have the ability to do so, the success of this plan will not hurt the foundation of this country on wheels, only make people can choose what they want to be as the spirit of the USA founding fathers.

4. Please tell us in a few sentences why you should be selected to be a member of this Task Force? \*

With my double expertise in electrical engineering and civil engineering, in this position, I can maximize my values to make impacts on the SATF and the proposal. Make traditional and modern live together and live forever. Like the majors I have, civil engineering with AI and electrical engineering with stylish like Apple products.

Signature \*

By signing this application, you are confirming that you are the person listed in this application and that all information provided is truthful and correct.

*hanchihgeh*

Date

1/20/2023





**Applicant Information**

**Santa Clara Station Area Task Force (SATF) Application**

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**Name \***

David Smith

**Address \***

Street Address

[REDACTED]

Address Line 2

City

Santa Clara

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95050

State / Province / Region

CA

Country

United States

**Phone # \***

[REDACTED]

**Email \***

[REDACTED]

**Position \***

Please select the Santa Clara Station Area Task Force position you are interested in representing

Business Community

**1. Please tell us in a few sentences why are you interested in being a Task Force member? \***

I am really excited by public transportation, I think it's the right thing for families, the environment, equality, and overall quality of life. I've been following Google's plans in San Jose around improving public transportation and I'm sure this will have an impact on Santa Clara as well. I also have a vested interest in getting around Santa Clara more easily as we're based there.

**2. What knowledge or experience do you have that would contribute to this task force? \***

Having lived and worked for years in cities with large public transportation systems (London, Paris, New York), I am a big believer of how good public transportation can revolutionize a city. I would very much like to see that happen in Santa Clara / San Jose.

**3. In your opinion, what would be a successful outcome of this task force? \***

Tracking metrics which measure increased usage of public transportation.

4. Please tell us in a few sentences why you should be selected to be a member of this Task Force? \*

Decades of experience using public transportation to commute in major cities, former Google, up to date on public transportation trends and technology, a big believer in public transportation overall, understanding of what it means to have a bottom-line which must be managed and prioritizing needs to have with must haves to meet objectives.

Signature \*

By signing this application, you are confirming that you are the person listed in this application and that all information provided is truthful and correct.

*David Smith*

Date

1/20/2023





**Applicant Information**

**Santa Clara Station Area Task Force (SATF) Application**

Thank you for submitting your application to be a part of the Santa Clara Station Area Task Force (SATF). We received an overwhelming response to the application request. If you would still like to participate in the Task Force selection process, please provide your responses to the following questions by Monday, January 30 at 5:00 p.m. Based on the responses received, staff will narrow down the number of applicants for the City Council to choose from for appointment at an upcoming hearing.

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**Name \***

O'ga White

**Address \***

Street Address

[REDACTED]

Address Line 2

City

San Jose

State / Province / Region

CA

Postal / Zip Code

95122

Country

USA

**Phone # \***

[REDACTED]

**Email \***

[REDACTED]

**Position \***

Please select the Santa Clara Station Area Task Force position you are interested in representing

At Large

**1. Please tell us in a few sentences why are you interested in being a Task Force member? \***

1. I would like to be a public transportation user but am not because the public transportation system doesn't work for me. Participating may help make the system better for me and others like me.

2. I am an environmental enthusiast with several years of experience in environmental improvement strategy. I'd like to help ensure that the station is built with California's environment in mind.

**2. What knowledge or experience do you have that would contribute to this task force? \***

I am a researcher in the field of digital media literacy, an environmental science enthusiast with hands-on experience, and I have been a resident of Santa Clara County since 1993.

**3. In your opinion, what would be a successful outcome of this task force? \***

An environmentally friendly station that greatly improves the movement of Santa Clara County residents using public transportation.

4. Please tell us in a few sentences why you should be selected to be a member of this Task Force? \*

I am good at finding one solution to fix many problems while utilizing multiple skills of everyone involved.

Signature \*

By signing this application, you are confirming that you are the person listed in this application and that all information provided is truthful and correct.

A handwritten signature in black ink, appearing to be 'CW' or similar, written over a light blue rectangular background.

Date

1/20/2023



**Applicant Information**

**Santa Clara Station Area Task Force (SATF) Application**

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**Name \***

Srinivasan Manivannan

**Address \***

Street Address

[REDACTED]

Address Line 2

City

Santa Clara

Postal / Zip Code

95050

State / Province / Region

CA

Country

United States

**Phone # \***

[REDACTED]

**Email \***

[REDACTED]

**Position \***

Please select the Santa Clara Station Area Task Force position you are interested in representing

At Large



1. Please tell us in a few sentences why are you interested in being a Task Force member? \*

To give back to the community and also to make an impact.

### Board Experience:

**Board of Director** – City of Greater Sudbury Area, Ontario Public Library

**Board of Director** Health, Safety, Hygiene, Environmental, Welfare Board Member UK 2003

**Board of Director** New beginnings Women's victim services and Children's support

**Board of Director** Covered Toronto Women's Victim Services and Child Support Services

**Board of Director** Geneva center for Autism Child Support Services, Toronto 2015 2016

**Board of Director** St. Mark's Housing Corporation by City of Toronto Since 2015

**Board of Directors** National Association of Catering Executives of Canada 2009 2011

**Board Member** CAFPP Canadian Association for Food Service Professionals of Canada.

**Member** SPCA society for the prevention of cruelty to animals, India 2000

2. What knowledge or experience do you have that would contribute to this task force? \*

I have a wide variety of experiences working in a multi-diverse environment in the top 10 customer-centric industries like hospitality, retail, technology, banking, Airlines, and Cruise lines in both unionized and non-unionized environments.

3. In your opinion, what would be a successful outcome of this task force? \*

Re-engineering the existing processes, improving the processes, removing communication silos, bringing more visibility to the natives, more collaborations, and a better outcome.

4. Please tell us in a few sentences why you should be selected to be a member of this Task Force? \*

More 12 years of experience in both business and technology and promoting equity and diversity in large enterprises and serving on the boards of Health, Safety, Hygiene, and Environmental Welfare boards and familiarity with standards and laws make me a competent candidate.

Signature \*

By signing this application you are confirming that you are the person listed in this application and that all information provided is truthful and correct.

*Srinivasan*

Date

1/20/2023



**Applicant Information**

**Santa Clara Station Area Task Force (SATF) Application**

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**Name \***

Way and Quon

**Address \***

Street Address

[REDACTED]

Address Line 2

City

Santa Clara

Postal / Zip Code

95050

State / Province / Region

CA

Country

United States

**Phone # \***

[REDACTED]

**Email \***

[REDACTED]

**Position \***

Please select the Santa Clara Station Area Task Force position you are interested in representing

Transportation Advocate

**1. Please tell us in a few sentences why are you interested in being a Task Force member? \***

I want to give back to my community and get involved in community issues. I would like to get into public works in the future.

**2. What knowledge or experience do you have that would contribute to this task force? \***

I have 27 years of practical experience with logistics and operations with a medical instrument company. I work with our national customers, internal stakeholders, and medical personnel. I run the operations of the customer training department. I have experience with managing volunteers of 100 or more when I was with OneBrick.org a social networking volunteer group in the San Francisco Bay Area.

**3. In your opinion, what would be a successful outcome of this task force? \***

Managing the needs of the public and with the transportation project.

**4. Please tell us in a few sentences why you should be selected to be a member of this Task Force? \***

Practical experience with logistics, operations, customer service, financial reporting, etc.





### Applicant Information

#### Santa Clara Station Area Task Force (SATF) Application

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**Name \***

test

**Address \***

Street Address

test

Address Line 2

City

State / Province / Region

test

test

Postal / Zip Code

Country

test

test

**Phone # \***

**Email \***

**Position \***

Please select the Santa Clara Station Area Task Force position you are interested in representing

At Large

**1. Please tell us in a few sentences why are you interested in being a Task Force member? \***

test

**2. What knowledge or experience do you have that would contribute to this task force? \***

test

**3. In your opinion, what would be a successful outcome of this task force? \***

test

**4. Please tell us in a few sentences why you should be selected to be a member of this Task Force? \***

test





**Applicant Information**

**Santa Clara Station Area Task Force (SATF) Application**

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**Name \***

Kenda Pettygrove

**Address \***

Street Address

[REDACTED]

Address Line 2

City

Santa Clara

Postal / Zip Code

95051

State / Province / Region

California

Country

U.S.A.

**Phone # \***

[REDACTED]

**Email \***

[REDACTED]

**Position \***

Please select the Santa Clara Station Area Task Force position you are interested in representing

At Large

**1. Please tell us in a few sentences why are you interested in being a Task Force member? \***

I have lived all over the Bay Area and never felt a sense of community until I moved to Santa Clara. With two small children it is important to me to be active and foster a community I am proud to be a part of. Transportation plays a vital role to everyday life and can make or break a city. I want to be on this Task Force because I care about keeping Santa Clara a unique place to live in the Bay Area.

**2. What knowledge or experience do you have that would contribute to this task force? \***

I do finance for a construction company. In this role I oversee many construction projects throughout the life cycle. I work with large budgets and plan and analyze construction developments. I have a strong ability to envision the outcome of a project and facilitate the work that goes into achieving that outcome.

**3. In your opinion, what would be a successful outcome of this task force? \***

A successful outcome for the task force would be a clear, cohesive, and transparent vision for the recommendation to the leaders of the city of Santa Clara. I believe the task force is the "ground level" opinion so we can see how the community really feels about the project.

4. Please tell us in a few sentences why you should be selected to be a member of this Task Force? \*

I should be selected to the task force because I care deeply about the Santa Clara community, I have relevant skills and experience, and I have a clear sense for what makes Santa Clara unique in the Bay Area. I am good at taking large amounts of information and synthesizing them into meaningful outputs. I have two children starting school soon and am passionate about making Santa Clara a great place for them to live.

Signature \*

By signing this application, you are confirming that you are the person listed in this application, and that all information provided is truthful and correct.



Date

1/21/2023





### Applicant Information

#### Santa Clara Station Area Task Force (SATF) Application

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**Name \***

Azur Modric

**Address \***

Street Address

[REDACTED]

Address Line 2

City

Santa Clara

Postal / Zip Code

95050

State / Province / Region

CA

Country

Us

**Phone # \***

[REDACTED]

**Email \***

[REDACTED]

**Position \***

Please select the Santa Clara Station Area Task Force position you are interested in representing

Business Community

**1. Please tell us in a few sentences why are you interested in being a Task Force member? \***

To be a change.

**2. What knowledge or experience do you have that would contribute to this task force? \***

Life long knowledge and cultural diversity:

**3. In your opinion, what would be a successful outcome of this task force? \***

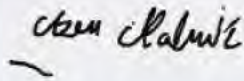
Complete output of all available avenues successfully contributing completion of the project.

**4. Please tell us in a few sentences why you should be selected to be a member of this Task Force? \***

Complicated analogy but common sense.

**Signature \***

By signing this application, you are confirming that you are the person listed in this application, and that all information provided is truthful and correct.

A handwritten signature in black ink, appearing to read "Ken Kalmbach", with a short horizontal line underneath.

**Date**

1/22/2023



**Applicant Information**

**Santa Clara Station Area Task Force (SATF) Application**

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**Name \***

Ronald Boyce

**Address \***

Street Address

[REDACTED]

Address Line 2

City

Santa Clara

Postal / Zip Code

95050

State / Province / Region

CA

Country

US

**Phone # \***

[REDACTED]

**Email \***

[REDACTED]

**Position \***

Please select the Santa Clara Station Area Task Force position you are interested in representing

Transportation Advocate

**1. Please tell us in a few sentences why are you interested in being a Task Force member? \***

I am familiar with the needs of the traveling public and myself using public transit daily. I would like to be involved in the future transportation needs of Santa Clara city.

**2. What knowledge or experience do you have that would contribute to this task force? \***

As a volunteer at the San Jose Diridon train station, for the Station Host Association of California, for 10 years. Also a volunteer at the information kiosk at San Jose Airport for over 20 years I am very familiar with the needs of the traveling public.

**3. In your opinion, what would be a successful outcome of this task force? \***

To make traveling in and out of Santa Clara and the bay area very convenient.

**4. Please tell us in a few sentences why you should be selected to be a member of this Task Force? \***

I would be interested in contributing the needs of the traveling public. With my daily use of public transit can contribute to the future needs of the Santa Clara traveling public.





### Applicant Information

#### Santa Clara Station Area Task Force (SATF) Application

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**Name \***

Varun Gopalakrishna

**Address \***

Street Address

[REDACTED]

Address Line 2

City

Santa Clara

Postal / Zip Code

95050

State / Province / Region

California

Country

United States

**Phone # \***

[REDACTED]

**Email \***

[REDACTED]

**Position \***

Please select the Santa Clara Station Area Task Force position you are interested in representing

At Large

**1. Please tell us in a few sentences why are you interested in being a Task Force member? \***

As a long time resident of the Bay Area and, specifically Santa Clara I feel very vested in the future of this community. The Station Area Plan presents an opportunity to make Santa Clara even more attractive to families and businesses, and, if done right, will help the city continue to thrive going into the future.

2. What knowledge or experience do you have that would contribute to this task force? \*

My professional experience in risk assessment and risk management, facility and equipment design for safety, commercial campus emergency response design, fire safety, Code compliance will allow me to help the group understand the underlying details of designs that the group may be asked to look at. I am well versed in reviewing plans, design documents, renderings etc.

On a personal level, I have traveled extensively in Europe and Asia and have seen + experienced both good examples and poor examples of urban design and can therefore bring a useful perspective to the group. Additionally, having lived in Santa Clara for 20 years I have a good sense of the unique attributes of this city and why it's such a great place to live and work in.

3. In your opinion, what would be a successful outcome of this task force? \*

Santa Clara has a unique character that sets it apart from some of the other cities around us. While a lot has changed over the years, the basic attributes of strong community, good governance, excellent services, and diversity (cultural and economic) have been kept intact. The SATF would be successful if we could help ensure that the essential attributes of Santa Clara are reflected and continue to be nurtured as the Station Area is developed to its full potential.

4. Please tell us in a few sentences why you should be selected to be a member of this Task Force? \*

As a long time resident of the Bay Area and, specifically Santa Clara I feel very vested in the future of this community. My professional experience and personal experience could be valuable to the SATF. Additionally, as a small business owner I could perhaps bring a useful perspective to the group. Overall, I see this as an opportunity to contribute in a direct and meaningful manner to the betterment of the community that is my home.

Signature \*

By signing this application, you are confirming that you are the person listed in this application and that all information provided is truthful and correct.



Date

1/23/2023





**Applicant Information**

**Santa Clara Station Area Task Force (SATF) Application**

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**Name \***

Con Forgey

**Address \***

Street Address

[REDACTED]

Address Line 2

City

Santa Clara

Postal / Zip Code

95050

State / Province / Region

CA

Country

United States

**Phone # \***

[REDACTED]

**Email \***

[REDACTED]

**Position \***

Please select the Santa Clara Station Area Task Force position you are interested in representing

Business Community

**1. Please tell us in a few sentences why are you interested in being a Task Force member? \***

I'm a business owner and property owner with some investments located near the Santa Clara Station Area. Aside from my financial interest, I'm a big believer in the future of Santa Clara. With the right combination of zoning, planning, and developments in the station area and downtown, Santa Clara could really differentiate itself as one of the premier cities in the South Bay.

**2. What knowledge or experience do you have that would contribute to this task force? \***

I'm the owner of SunArcher Investments Inc, the second largest property management company focused on off campus housing around SCU with 14 properties in the Santa Clara portfolio. I've also done some small-scale developments and remodels in Santa Clara and the surrounding cities.



3. In your opinion, what would be a successful outcome of this task force? \*

I would consider the task force a success if we were able to have meaningful discussions and create a vision for the station area. This vision could then steer zoning and future development in a way that brings the highest level of good to the city while providing it's residents, both current and future with an incredible lifestyle and a place to call home.

4. Please tell us in a few sentences why you should be selected to be a member of this Task Force? \*

Santa Clara is already a great place to work and live. I believe with the right vision, mixed with complementary zoning/developments the city could transform into something truly special and I would like to see that vision come true! Thanks for your consideration.

Signature \*

By signing this application, you are confirming that you are the person listed in this application, and that all information provided is truthful and correct.



Date

1/23/2023



**Applicant Information**

**Santa Clara Station Area Task Force (SATF) Application**

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**Name \***

Thomas J. Espinosa

**Address \***

Street Address

[REDACTED]

Address Line 2

[REDACTED]

City

San Jose

Postal / Zip Code

95130

State / Province / Region

California

Country

United States

**Phone # \***

[REDACTED]

**Email \***

[REDACTED]

**Position \***

Please select the Santa Clara Station Area Task Force position you are interested in representing

At Large

**1. Please tell us in a few sentences why are you interested in being a Task Force member? \***

I'm a business owner in Santa Clara for a decade. Most of my customers come from outside Santa Clara.

**2. What knowledge or experience do you have that would contribute to this task force? \***

Creative thinker. Good listener. Good reporter. Observant. Often give directions to my business.

**3. In your opinion, what would be a successful outcome of this task force? \***


A clean efficient city that is easy to navigate and get to. Plenty of business will have access to more clientele.

**4. Please tell us in a few sentences why you should be selected to be a member of this Task Force? \***

For a decade I've owned my business at 410 Martin Ave. I know other business in the city. I'm willing to speak up for those who may be silent. I enjoy the Santa Clara community. I was on a TV news interview about the Cross that was removed from the park at Martin Ave. and De La Cruz.

**Signature \***

By signing this application, you are confirming that you are the person listed in this application and that all information provided is truthful and correct.

A handwritten signature in black ink, appearing to read "Hana A. E.", with a long horizontal flourish extending to the right.

**Date**

1/24/2023





**Applicant Information**

**Santa Clara Station Area Task Force (SATF) Application**

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**Name \***

G e z Cruz

**Address \***

Street Address

[REDACTED]

Address Line 2

City

Santa Clara

Postal / Zip Code

95054

State / Province / Region

CA

Country

USA

**Phone # \***

[REDACTED]

**Email \***

[REDACTED]

**Position \***

Please select the Santa Clara Station Area Task Force position you are interested in representing

Transportation Advocate

**1. Please tell us in a few sentences why are you interested in being a Task Force member? \***

I've lived in the City of Santa Clara for the last 10 years (Bay Area for most of my life) and I am excited to see the advancements happening in the City. As a resident, I would like to be more involved so that I can help to make this city even better than how it is now.

**2. What knowledge or experience do you have that would contribute to this task force? \***

When I heard about the future plans of public transportation for the city, it reminded me of my wonderful experiences of taking public transportation throughout Europe. I believe that I can provide feedback to the team based on those experiences.

**3. In your opinion, what would be a successful outcome of this task force? \***

I envision this task force to help develop the needed infrastructures to make a city an advanced and welcoming place while maintaining the natural beauty of the surroundings.

**4. Please tell us in a few sentences why you should be selected to be a member of this Task Force? \***

I should be considered to be a member of this Task Force because I sincerely care for this city that I've lived in and I am therefore committed to only provide advice/opinions that I think will help improve the city.

**Signature \***

By signing this application, you are confirming that you are the person listed in this application, and that all information provided is truthful and correct.

*Glideliz Cruz*

**Date**

1/24/2023



**Applicant Information**

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**Name \***

Rich Blanco

**Address \***

Street Address

[REDACTED]

Address Line 2

City

Santa Clara

Postal / Zip Code

95051

State / Province / Region

CA

Country

United States

**Phone # \***

[REDACTED]

**Email \***

[REDACTED]

**Position \***

Please select the Santa Clara Station Area Task Force position you are interested in representing

Transportation Advocate

**1. Please tell us in a few sentences why are you interested in being a Task Force member? \***

I'd like to improve our city and I've been participating in the traffic and studies for Pruneridge Ave over the past few years. I'm at the later phase in my career and have more time to volunteer and serve the community.

**2. What knowledge or experience do you have that would contribute to this task force? \***

Through my experience at work as an engineering and program manager I'm familiar with the skills of working on teams.

Through my engineering education I have understanding of technical studies and understanding the results.

As an auto driving resident of Santa Clara for the past 34 years, and as a bicyclist for a lot of that time as well, I'm very interested in accommodating bicycles and pedestrians to make our City more viable and less dependent on fossil fuels, and enable our neighborhoods to achieve high walkability scores.



3. In your opinion, what would be a successful outcome of this task force? \*

Positive changes to our city streets and bike ways to make Santa Clara more pedestrian and bicycle friendly. Perhaps a news article or survey ranking with Santa Clara being in the 20 best value cities.

4. Please tell us in a few sentences why you should be selected to be a member of this Task Force? \*

I'm a good listener of various opinions and views from others. I'm polite and respectful of people different from myself. I'm thoughtful when forming opinions. I take my assignments and work seriously and like to get things done. I've been a youth soccer coach/team manager (9 years), I've twice served on the board of our local pool club (4 years), and I currently serve as a trustee on the board of our condominium (3 years).

Signature \*

By signing this application you are confirming that you are the person listed in this application and that all information provided is truthful and correct.

*Rich Blanco*

Date

1/24/2023



### Applicant Information

#### Santa Clara Station Area Task Force (SATF) Application

Thank you for submitting your application to be a part of the Santa Clara Station Area Task Force (SATF). We received an overwhelming response to the application request. If you would still like to participate in the Task Force selection process, please provide your responses to the following questions by Monday, January 30 at 5:00 p.m. Based on the responses received, staff will narrow down the number of applicants for the City Council to choose from for appointment at an upcoming hearing.

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**Name \***

Mary Munro Kennedy

**Address \***

Street Address

[REDACTED]

Address Line 2

City

Santa Clara

Postal / Zip Code

95051

State / Province / Region

CA

Country

USA

**Phone # \***

[REDACTED]

**Email \***

[REDACTED]

**Position \***

Please select the Santa Clara Station Area Task Force position you are interested in representing

Transportation Advocate

**1. Please tell us in a few sentences why are you interested in being a Task Force member? \***

The Santa Clara Station area across from Santa Clara University can be optimized with regards to pedestrians, parking, transport, non-profit entertainment & for-profit business/retail/resource development, & native plants with habitat environment to generate, healthy air, healthy soil, stormwater handling, and noise reduction. It can be designed to be both an efficient transportation hub and a safe, fun, profitable, destination in itself.



**2. What knowledge or experience do you have that would contribute to this task force? \***

I am a retired electrical engineer with a background in geology & civil engineering. I have been visiting and exploring the area around the Santa Clara Transit Hub/Trans station, and the Historic Santa Clara Depot/Edward Peterman of Railroad History since 2012. I watched the renovation of the trans station/trans hub be completed in 2012. Back in 2012, I saw that this corner of Santa Clara next to the trans station & University had amazing energy and potential for a community connection. Because this transit hub had good energy & historic significance, I decided that the railroad museum would be a fun place to connect people through music. In 2012 I started a nonprofit stringed instrument music jam open to the public at the historic depot. I asked the South Bay Historic Railroad Society which runs the Museum if they would sponsor the jam (2nd Saturdays, 12-3pm) and SBHRS agreed to do so. I am aware of the connections between the SBHRS and Caltrans, and VTA, with regards to maintaining the Museum Depot & surrounding historic structures. I know economically that the trans line that passes through the Santa Clara Transit hub provides links up & down the peninsula to other cities & passes near sports stadiums including of course, the Santa Clara University sports complex. It is also close to the Norman Y. Mineta, San Jose International Airport.

**3. In your opinion, what would be a successful outcome of this task force? \***

Any task force dealing with a transit hub like Santa Clara Station would want to be able to develop a concept to direct the various transportation flows in the most productive and safe way. A successful outcome would be to efficiently direct movement of human beings through the area in a timely fashion to meet the trains and at the same time, avoid as many human interactions with automobiles, buses, taxis, etc. A really successful outcome would make this area a destination by including natural, native habitat, landscaping, and places of respect with attractive features, plus food & entertainment. Building park and pathways over tunnels over E Camacho Road (see the Tunnel park linking Crusey Field to the San Francisco Presidio), is one way safer & attractive links for pedestrian movement in this area could be created. Connecting tunnels to a structure built above the Caltrans parking lot could incorporate more park habitat plus community spaces. Pop-up spaces for small business owners could be designed into the area. This area has potential to not only be profitable, but a relaxing and fun place to visit as a destination. It already is a healthy, fun, family-friendly, destination for families & children who visit the Train Museum at the Santa Clara Depot. The City of Santa Clara, Santa Clara University, VTA, Caltrans, the Norman Y. Mineta San Jose International Airport, the City of San Jose, and the various owners of Sports Stadiums nearby, could form a coalition of investors to optimize this area. The City of San Jose Google development built in downtown San Jose is linked by rail to this location- that means Google might also be interested in investing in optimizing this area as well.

**4. Please tell us in a few sentences why you should be selected to be a member of this Task Force? \***

I am a retired electrical engineer with civil & geology & engineering background. I am very familiar with the layout of the area covered by the SATF. I have many ideas/suggestions about how to optimize the design for this location for many users and types of transportation that use this transit hub. I would be an enthusiastic, hardworking, and knowledgeable addition to the Santa Clara Station Area Task Force.

**Signature \***

By signing this application, you are confirming that you are the person listed in this application, and that all information provided is truthful and correct.

*Mary M Kennedy*

**Date**

1/24/2023



**Applicant Information**

**Santa Clara Station Area Task Force (SATF) Application**

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**Name \***

Harjha

**Address \***

Street Address

[REDACTED]

Address Line 2

[REDACTED]

City

Santa Clara

State / Province / Region

CA

Postal / Zip Code

95050

Country

Santa Clara

**Phone # \***

[REDACTED]

**Email \***

[REDACTED]

**Position \***

Please select the Santa Clara Station Area Task Force position you are interested in representing

Business Community

**1. Please tell us in a few sentences why are you interested in being a Task Force member? \***

I am doing business in Santa Clara from 2018. As a small business owner I think it's my responsibility to support city and our people or other business and this is great opportunities for me as well to connect with others.

**2. What knowledge or experience do you have that would contribute to this task force? \***

I have been in liquor store business from 2015 and did my Master in Business Administration (MBA) in 2017. From Nov 20, 2022 I have started my restaurant business too. As a small business owner and MBA graduate I believe my knowledge and experience I can help in the task force. What are the problems small business are facing, what city can do to promote the restaurant business I think I can provide my expertise on those fields.

**3. In your opinion, what would be a successful outcome of this task force? \***

This will definitely be one of the great innovation, the task force can be amazing place for brainstorming new ideas which will be effective and efficient. Even if we can implement one new idea it can have really great impact in our city.

4. Please tell us in a few sentences why you should be selected to be a member of this Task Force? \*

As a resident of Santa Clara and a small business owner I think I can provide valuable contributions and ideas for the task force on ground level basis. The problems small business are facing, how can we provide more business opportunities to our residents I believe I can help on those sectors. Apart from that my earnings from MBA can be useful in this task force.

Signature \*

By signing this application, you are confirming that you are the person listed in this application and that all information provided is truthful and correct.



Date

1/24/2023





**Applicant Information**

**Santa Clara Station Area Task Force (SATF) Application**

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**Name \***

Ammy Woodbury

**Address \***

Street Address

[REDACTED]

Address Line 2

City

Santa Clara

Postal / Zip Code

95051

State / Province / Region

California

Country

United States

**Phone # \***

[REDACTED]

**Email \***

[REDACTED]

**Position \***

Please select the Santa Clara Station Area Task Force position you are interested in representing

Transportation Advocate

**1. Please tell us in a few sentences why are you interested in being a Task Force member? \***

Our cities need to change from car-first and car-focused to embrace another path. I want to be that advocate for a positive future where families feel safe riding the bikes to school and where commuters can take rail or a combination of modes to get to work as fast and painless as driving. I want the area surrounding the new station area to embrace the future instead of merely supporting a car-first approach.

**2. What knowledge or experience do you have that would contribute to this task force? \***

I have spent the past 9 years working in the development and service of electric vehicles. What I've learned beyond EVs is that we need to radically embrace many forms of transportation beyond the traditional ICE vehicle - bikes to transit to electric cat to support pedestrians.

3. In your opinion, what would be a successful outcome of this task force? \*

I'd love to see us build a new town center with supporting businesses making the transit hub as welcoming and useful as some of the great transit hubs in America and Europe. Could this be the Gare du Nord of California? The Grand Central Station? Maybe not, but can we try to approach that rather than just being a parking lot?

4. Please tell us in a few sentences why you should be selected to be a member of this Task Force? \*

I deeply want to understand a lot of the problems people bring to the table and find a consensus solution that meets most current users where they are and supports adding more users to the station area.

Signature \*

By signing this application, you are confirming that you are the person listed in this application and that all information provided is truthful and correct.

*Amy Woodbury*

Date

1/24/2023





**Applicant Information**

**Santa Clara Station Area Task Force (SATF) Application**

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**Name \***

yuk kez

**Address \***

Street Address

[REDACTED]

Address Line 2

City

santa clara

Postal / Zip Code

95051

State / Province / Region

ca

Country

US

**Phone # \***

[REDACTED]

**Email \***

[REDACTED]

**Position \***

Please select the Santa Clara Station Area Task Force position you are interested in representing

At Large

**1. Please tell us in a few sentences why are you interested in being a Task Force member? \***

This will be one of the most important development projects in our city.

**2. What knowledge or experience do you have that would contribute to this task force? \***

I served on the Santa Clara Planning Commission for 10 years and am familiar with a planning process.

**3. In your opinion, what would be a successful outcome of this task force? \***

I am hoping for a recommendation to the City Council with plans that will support a large number of people who will be using the station. I would like to see a commercial area that will serve both local businesses and commuters. The City should leverage the anticipated traffic for pace making.

4. Please tell us in a few sentences why you should be selected to be a member of this Task Force? \*

I have lived in Santa Clara for 35 years and am committed to serving our community. People who know my long-standing volunteer activities know that I am responsible and will put the time and effort required to do a good job. I have worked on the Planning Commission, Santa Clara Sister Cities Association, St. Justine Community Ministry, and ad-hoc committees for the City.

Signature \*

By signing this application, you are confirming that you are the person listed in this application and that all information provided is truthful and correct.

*guki ikezi*

Date

1/26/2023





**Applicant Information**

**Santa Clara Station Area Task Force (SATF) Application**

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**Name \***

Jonathan Mariano

**Address \***

Street Address

[REDACTED]

Address Line 2

City

Santa Clara

Postal / Zip Code

95050-5425

State / Province / Region

CA

Country

USA

**Phone # \***

[REDACTED]

**Email \***

[REDACTED]

**Position \***

Please select the Santa Clara Station Area Task Force position you are interested in representing

At Large

**1. Please tell us in a few sentences why are you interested in being a Task Force member? \***

I have lived next to the Santa Clara Train Station for over the past decade and visited it much as a kid, but always wondered why it seemed so disconnected from the city itself. With the growth of the Downtown area and the work SCU has put into the area between the two, I can now see that what we need is a portal for those who can easily just jump off a train or (soon) BART into our fine city and enjoy the benefits and attractions we have and will have to come!

I'm also a huge rail fan, and having a well-regarded rail transportation hub with such a huge history is a massive draw to someone like myself and I would want that access to be something for all to be able to enjoy.

2. What knowledge or experience do you have that would contribute to this task force? \*

I have been a member of the Santa Clara Cultural Commission for a number of years now and a resident for more than that with my family having been here for generations, so I know Santa Clara as a city well. I also have lived in many other places with fantastic services and know that, when it's done well, it can be the major artery for a city that most just travel around. In addition, I have a background and love of civic infrastructure and want to see a project like this allow for easier engagement with the amenities SCU and the City itself have and make it far easier for Santa Clareans to stay in-city and enjoy themselves instead of having to leave to go elsewhere.

3. In your opinion, what would be a successful outcome of this task force? \*

Have a completed, signed-off and funded plan to turn the area north and south of the station along the way through the campus to the new Downtown that allows for easy access to all modes of transportation while focusing on a walkable and enjoyable merchant district usable by students, commuters and everyone else coming through our great city.

4. Please tell us in a few sentences why you should be selected to be a member of this Task Force? \*

I love this city, the history and the hope of what it will become. Without a proper transit-modal system for people to experience it, we will just become the same stop-off that most cities between San Jose and San Francisco are, which is something that we don't need to relegate ourselves to. With a well-executed plan we can create a larger downtown/university area that can rival any other in terms of a destination for community, shopping and existing that we should have had for the past forty years.

I should be selected for the task force because I do truly care about what we can become and bring a young and experienced viewpoint that's built upon years of living in towns that have either chosen to do what we need to do and flourish or chose not to and lay fallow.

Signature \*

By signing this application, you are confirming that you are the person listed in this application and that all information provided is truthful and correct.

*Jonathan Marinakis*

Date

1/27/2023





**Applicant Information**

**Santa Clara Station Area Task Force (SATF) Application**

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**Name \***

Un Rhee

**Address \***

Street Address

[REDACTED]

Address Line 2

City

SAN JOSE

Postal / Zip Code

95136

State / Province / Region

CA

Country

United States

**Phone # \***

[REDACTED]

**Email \***

[REDACTED]

**Position \***

Please select the Santa Clara Station Area Task Force position you are interested in representing

Business Community

**1. Please tell us in a few sentences why are you interested in being a Task Force member? \***

Helping other community learn new things and expand their knowledge has always been my passion.

**2. What knowledge or experience do you have that would contribute to this task force? \***

I believe I can apply all the skills I've acquired so far such as customer service experience

**3. In your opinion, what would be a successful outcome of this task force? \***

Team work, Responsibilties and contribution my efforts to our city

**4. Please tell us in a few sentences why you should be selected to be a member of this Task Force? \***

I'm a good and honest team player, and I know I don't have the most extensive work history as of Task Force member, but what I lack in experience I could make up for in efforts, enthusiasm and dedication.

**Signature \***

By signing this application, you are confirming that you are the person listed in this application, and that all information provided is truthful and correct.

*un the*

**Date**

1/29/2023



### Applicant Information

#### Santa Clara Station Area Task Force (SATF) Application

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**Name \***

Ana M. Vargas-Smith

**Address \***

Street Address

[REDACTED]

Address Line 2

City

Santa Clara

Postal / Zip Code

95050

State / Province / Region

CA

Country

United States

**Phone # \***

[REDACTED]

**Email \***

[REDACTED]

**Position \***

Please select the Santa Clara Station Area Task Force position you are interested in representing

At Large

**1. Please tell us in a few sentences why are you interested in being a Task Force member? \***

I am a lifelong resident of the Old Quad and wear a number of Community hats. I love Santa Clara's diverse history and its many community-oriented amenities—a small town with big city assets poised for growth is where we are going. That said, it's important for the community to continue to keep connecting the dots between our past and future—I believe I can facilitate that given my education, work and community experience. I am currently the Chair of the BART/VTA Community Working Group and have been on the CWG since 2018. I serve as Historic Landmarks Commissioner and am a member of the Downtown Community Task Force member serving as HLC since 2018. I sit on the Silicon Valley Central Chamber board and variety of nonprofit boards like the Santa Clara Parade of Champions, MCCF and others. Volunteering and giving back to my community are a way of life for me.



2. What knowledge or experience do you have that would contribute to this task force? \*

My Career experience was predominant y in Tech as Business Planner, Project Management and Marketing. Planning is second nature to me--taking a project from ground zero to across the finish line in a timely fashion is one of my strengths and something I enjoy. I am also a small Santa Clara Business owner for 20 years.

My other lifelong passion is Community. Fortunately to grow up and live in the Old Quad. I have been active in my SC community since I can remember (i.e. St. Clare's, SCHS, SES/Others). Since 2018 I have served on the HLC Commission (now as Vice Chair--I am a history geek), on the Santa Clara Downtown Task Force as HLC, and on other NPO Boards: Santa Clara Parade of Champions (President), SVC Chamber, and others. I am a true believer in the power of building consensus and finding solutions collectively whenever possible. We want solutions that waste and benefit the community. Santa Clara is facing a new chapter in growth, and I want to help make that work for our community now and into the future.

3. In your opinion, what would be a successful outcome of this task force? \*

The Santa Clara Station put Santa Clara on the map historically. Our Railroad Depot is a National registered Historic place and was one of the oldest continuously operating RR Depots until 1997. It was one of two "way stations" between SF and SJ. The first shipment of fresh fruit (Pears) went by Rail from CA to East Coast in 1869. The most Successful Outcome is to create a Plan connects our past and future, that serves as a solution (Live, Work, Play for future generations) and the gateway to our historic community--an entry point that connects to our New Masterplan for the Downtown Santa Clara--of which I have been a part off since 2018 on the DCTF. I bring lifelong knowledge of the area as a resident but also an understanding of how Santa Clara can truly represent as the center of Silicon Valley in the Region.

4. Please tell us in a few sentences why you should be selected to be a member of this Task Force? \*

I have deep roots in Santa Clara, its community is unique and diverse to the area and somehow has earned to bridge and balance between its agricultural past and its Tech future. I want to help to ensure that as a lifelong resident who wants our community to continue to thrive that growth involves the community at every stage.

My Downtown Community Task Force, HLC Commissioner, SC BART/MTA CWG Chair and NPO Board Experiences and love and connection to our community is what I will bring to this Santa Clara Station Area Plan. The plan will require community input and support for it to be successful--I can bring that level of outreach. My future is here in Santa Clara and want to help to make sure that the plan is a quality community driven plan that brings the community long term benefits for generations.

Signature \*

By signing this application you are confirming that you are the person listed in this application and that all information provided is truthful and correct.

*Ana Vargas-Smith*

Date

1/29/2023



### Applicant Information

#### Santa Clara Station Area Task Force (SATF) Application

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**Name \***

Dan e Huynh

**Address \***

Street Address

[REDACTED]

Address Line 2

City

Santa Clara

Postal / Zip Code

95051

State / Province / Region

CA

Country

US

**Phone # \***

[REDACTED]

**Email \***

[REDACTED]

**Position \***

Please select the Santa Clara Station Area Task Force position you are interested in representing

At Large

**1. Please tell us in a few sentences why are you interested in being a Task Force member? \***

We need a board vision for the station area and I think I can help create that vision. As an at large member, I would move the plan to consider a wide range of factors such how it would affect local businesses, the environment, transportation, housing, etc. It shouldn't be just another feeless block of concrete especially it can be a massive step forward in the right direction to help address some many issues and to make the community and city of Santa Clara a better place for everyone.

**2. What knowledge or experience do you have that would contribute to this task force? \***

I would contribute my experience(s) and (policy) knowledge from my time on the Homeless Taskforce as well that from my time as a VTA advocate and a member of Silicon Valley Youth Climate Action.



3. In your opinion, what would be a successful outcome of this task force? \*

A successful outcome of this task force would be creating a plan for the station area that works for everyone and benefits the immediate community and the city as a whole. One that helps bring new visitors/tourists to the city who in turn will help enrich our businesses. One that improves traffic by encouraging more people to use public transportation therefore reducing congestion. One that breathes new life by being carbon neutral at the very least, hopefully carbon negative with being looking something like the CA Academy of Sciences instead of just being another boring, stone building. And one that helps address the local housing crisis.

4. Please tell us in a few sentences why you should be selected to be a member of this Task Force? \*

I should be selected to be a member of this Task Force because I have the knowledge, experience, and the vision to help create the best possible station area. Moreover, as someone who's young/in their 20s, I represent the up and coming generation that will have to live with the station area and thus all of the consequences of whatever happens/whatever this taskforce and the city council chooses to do. So it's important, young voices like mine and a diverse range of voices are apart of this taskforce to ensure it will work for all generations and for all the people of Santa Clara.

Signature \*

By signing this application, you are confirming that you are the person listed in this application and that all information provided is truthful and correct.

*Daniel Huynh*

Date

1/30/2023





### Applicant Information

#### Santa Clara Station Area Task Force (SATF) Application

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**Name \***

Aden Smith

**Address \***

Street Address

[REDACTED]

Address Line 2

Suite 300

City

State / Province / Region

Oakland

California

Postal / Zip Code

Country

94612

United States

**Phone # \***

[REDACTED]

**Email \***

[REDACTED]

**Position \***

Please select the Santa Clara Station Area Task Force position you are interested in representing

Business Community

**1. Please tell us in a few sentences why are you interested in being a Task Force member? \***

Home and Partner Group (HPG) is developing Phase 1 of Gateway Crossings, which will deliver 724 new units of housing, a 2-acre neighborhood park, and 15,000 sq. ft. of retail and community space to the Station Focus Area starting in 2024. Given this significant investment we are keenly interested in seeing the area continue to grow and fulfill its potential as a very new transit-oriented hub for Santa Clara. Additionally, HPG is in discussions with the Bixby Land Company – owners of one of the largest properties in the Focus Area – to serve as an advisor regarding the property's redevelopment potential.

2. What knowledge or experience do you have that would contribute to this task force? \*

HPG knows the Stat on Focus Area and its stakeholders well due to our development Phase 1 of Gateway Crossings over the past three years. We also worked with the City over a multi-year period to shape and realize the Tasman East Specific Plan (TESP) and believe the Santa Clara Stat on Task Force would greatly benefit from the experiences and lessons learned from TESP. Moreover, as an active housing developer in the South Bay with in-house expertise in construction, finance, and operations, HPG brings a deep understanding of the challenges of building housing. The HPG team brings over 30 years of residential development experience throughout the Bay Area and looks forward to contributing that knowledge to the Task Force.

3. In your opinion, what would be a successful outcome of this task force? \*

A successful outcome for the Task Force would be the adoption of a Specific Plan that: a) realizes the unique potential of the Focus Area to serve as a transitioned gateway to Santa Clara; b) has the support of all major stakeholders including the community, business, the City, Santa Clara University, and the VTA; and c) is grounded in market realities and economic feasibility. We believe the last goal is the most easily overlooked but also the most crucial for ensuring the plan comes to fruition. HPG has seen other cities adopt specific plans that never achieve implementation due to unrealistic requirements and conditions and we hope to bring those lessons learned to the Stat on Area Task Force process.

4. Please tell us in a few sentences why you should be selected to be a member of this Task Force? \*

It will require the engaged participation of business and private developers to realize the full potential of the Santa Clara Stat on Focus Area. As an experienced developer already active in the immediate area, HPG is uniquely qualified to serve as a bridge between the business community and the other stakeholders. We can provide valuable input regarding costs, feasibility, and market demand that is not readily available to individuals and organizations outside of the real estate development industry. This input will enable the Task Force to craft a vision for the Focus Area that is not only ambitious and community-oriented but also achievable. We look forward to deepening our partnership with the City and community and thank you for your consideration.

Signature \*

By signing this application, you are confirming that you are the person listed in this application and that all information provided is truthful and correct.

*Alden Smith*

Date

1/30/2023





**Applicant Information**

**Santa Clara Station Area Task Force (SATF) Application**

Thank you for submitting your application to be a part of the Santa Clara Station Area Task Force (SATF). We received an overwhelming response to the application request. If you would still like to participate in the Task Force selection process, please provide your responses to the following questions by Monday, January 30 at 5:00 p.m. Based on the responses received, staff will narrow down the number of applicants for the City Council to choose from for appointment at an upcoming hearing.

For your reference, the SATF is an eleven-member advisory body appointed by the City Council. The SATF is advisory, non-voting and will meet approximately once a month over the approximate two-year Santa Clara Station Area Specific Plan planning process. The purpose of the SATF is to provide input on the vision, and use, circulation, and urban design aspects of the Specific Plan, as well as key policy issues.

**Name \***

Lyndsey Engstrom

**Address \***

Street Address

[REDACTED]

Address Line 2

[REDACTED]

City

Newport Beach

Postal / Zip Code

92660

State / Province / Region

CA

Country

USA

**Phone # \***

[REDACTED]

**Email \***

[REDACTED]

**Position \***

Please select the Santa Clara Station Area Task Force position you are interested in representing

Business Community

**1. Please tell us in a few sentences why are you interested in being a Task Force member? \***

The family business that I work for has owned a 13 acre parcel of land that is adjacent to the Santa Clara Caltrain Station for the last decade. For that time, we have leased the existing office campus to a wide variety of local and national businesses, and our retail tenants have served the many Caltrain commuters and Santa Clara University students. During this time, we have developed an understanding of the needs of the community that we believe can contribute to the goals of the Santa Clara Task Force.

**2. What knowledge or experience do you have that would contribute to this task force? \***

I believe I have a unique perspective that I can bring to this task force in the area of Commercial Real Estate Development. The next few years are going to be very unique as it relates to development and speculative investment in future projects, so if we, as a Task Force, can recommend a plan that encourages improvement and redevelopment to the Santa Clara Station Area, the city of Santa Clara will see accelerated transition and adoption of the plan in the near term.

3. In your opinion, what would be a successful outcome of this task force? \*

A successful outcome for this task force would be to create a plan that enhances the value of the new BART station connecting Santa Clara to the greater Bay Area. This would mean a tapestry of interconnected Real Estate uses of Residential, Commercial and Community Space that would be the foundation of City of Santa Clara for the next century.

4. Please tell us in a few sentences why you should be selected to be a member of this Task Force? \*

I believe I should be selected for this Task Force because I bring a unique business perspective to a community task force that can share expertise of commercial real estate usage and feasibility during this interesting time of the industry. I believe in sustainable building and responsible planning that I will apply to my recommendations during our time together.

Signature \*

By signing this application, you are confirming that you are the person listed in this application, and that all information provided is truthful and correct.

*Lindsey Ensign Olson*

Date

1/30/2023



### Applicant Information

#### Santa Clara Station Area Task Force (SATF) Application

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**Name \***

SHUBHANGI Hemant FULAMBARKAR

**Address \***

Street Address

[REDACTED]

Address Line 2

City

Santa Clara

Postal / Zip Code

95051

State / Province / Region

CA

Country

United States

**Phone # \***

[REDACTED]

**Email \***

[REDACTED]

**Position \***

Please select the Santa Clara Station Area Task Force position you are interested in representing

Business Community



1. Please tell us in a few sentences why are you interested in being a Task Force member? \*

- As a landscape designer I am interested in being a part of the City's task force because it can provide valuable information and resources for designing and implementing sustainable, environmentally-friendly landscapes that align with the city's goals and regulations.
- Joining the task force can also be an opportunity to influence local policies and regulations related to landscape design, which can benefit the city and the community.
- Community engagement: The task force also provides the opportunity to be engaged in the community and make impactful changes in the city.
- Additionally, participating in the task force can help me stay informed about the latest trends and developments in the industry, as well as network with other professionals in the field.

2. What knowledge or experience do you have that would contribute to this task force? \*

- I have an understanding of local regulations and policies related to landscape design which help understand the context within which the city works and makes sure that their designs align within the city's goals and regulations.
- I have a strong understanding of sustainable design principles and know how to apply them in the work. For instance, this includes knowledge of how to use local and native plants, reduce water usage and managing stormwater, and minimize the use of harmful chemicals in the landscape.
- I have a good understanding of community engagement and how to involve local residents in the design process, which can help to ensure that the final design is responsive to the needs and preferences of the community.
- I have technical skills necessary to create detailed design plan and construction documents, as well as knowledge of construction techniques and materials.
- I have experience working on projects, such as parks, green spaces, and public plazas. This can also help them understand the unique challenges and considerations that come with designing for the public realm.
- I also have knowledge of environmental issues and how to design landscapes that are environmentally responsible and sustainable, CPTED Crime Prevention through environmental design.

3. In your opinion, what would be a successful outcome of this task force? \*

- Incorporating green and open spaces into the development, creating a pleasant environment for the travelers that serves as public space for the local community at the same time.
- Incorporating sustainable design principles and practices, such as rainwater harvesting, green roofs, gray water recycle and reuse system and use of native plants, into the city's infrastructure and public spaces.
- Making recommendations for future action such as zoning changes or funding mechanisms that promote the development of green spaces.
- Facilitating communication and collaboration among different city departments, community groups, and stakeholders to ensure that the project city's green spaces are accessible and inclusive for all residents.
- Analyzing data to better understand the site city's ecological and environmental conditions to and inform decision-making
- Raising awareness and educating the public about the benefits of green spaces and the importance of sustainable design in the city.
- Creating new green spaces, improving existing spaces and promoting sustainable design practices.
- Achieving measurable results such as energy efficiency in the built environment, managing stormwater runoff, mitigating development impact to the adjacent area.
- Creating a better understanding of the issue among the task force members, city officials and community member, and building a sense of teamwork among the

task force members

- Serving as a bridge between the local community and the decision-making agencies. Facilitating communication and understanding between different stakeholders.



4. Please tell us in a few sentences why you should be selected to be a member of this Task Force? \*

- I have special training from UC Berkeley landscape architecture 5 years program and expertise in designing and planning outdoor spaces for 22 years. I can provide valuable input on issues related to the design and implementation of sustainable, environmentally friendly landscapes that align with the city's goals and regulations.
- I have worked on community engagement processes and have potential experience on working with the local residents to gather input and feedback on design projects. This can be beneficial for the task force, as it ensures that the final output is responsive to the needs and preferences of the community. Worked in Gamble Garden and Stanford Arizona garden at Palo Alto.
- I have technical skills necessary to create detailed design plans and construction documents, as well as knowledge of construction techniques and materials. This can be beneficial for the task force, as it can help to ensure that the final design is feasible and can be implemented within budget.
- I have knowledge of sustainable design principles and how to apply them. I can provide valuable input on issues related to reducing water usage, managing stormwater, and minimizing the use of harmful chemicals in the landscape.

Signature \*

By signing this application, you are confirming that you are the person listed in this application and that all information provided is truthful and correct.

*Shubhangi Putambekar*

Date

1/30/2023





**Applicant Information**

**Santa Clara Station Area Task Force (SATF) Application**

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**Name \***

Raymond T Hashimoto

**Address \***

Street Address

[REDACTED]

Address Line 2

[REDACTED]

City

San Jose

State / Province / Region

CA

Postal / Zip Code

95131

Country

United States

**Phone # \***

[REDACTED]

**Email \***

[REDACTED]

**Position \***

Please select the Santa Clara Station Area Task Force position you are interested in representing

At Large

**1. Please tell us in a few sentences why are you interested in being a Task Force member? \***

As a Santa Clara resident, Urban Planner and local planning consultant I have a real interest in assisting with the formulation of a plan that can transform the Santa Clara Station Area to a successful TOD Hub for our City. This Task force is an opportunity for me to contribute my decades of City Planning experience to bring to light many aspects of Specific Plan that need to be considered: context, implementability, finance and infrastructure.

**2. What knowledge or experience do you have that would contribute to this task force? \***

I have worked professionally as an Urban Planner since 1981 both in the public and private sector. I have served on the last Santa Clara General Plan Advisory Committee and was on the Valley Transportation Authority Citizens Advisory Committee for 18 years. The company that I am part owner of: HMM Engineers, has had experience with the development of many specific plans, securing entitlements, private development and public civic engineering projects (including BART to San Jose) and landscape architecture.

3. In your opinion, what would be a successful outcome of this task force? \*

So d recommendat ons on the Spec f c P an that w resu t n a v brant, connected commun ty that nc udes hous ng, bus nesses, open spaces a w th n a mu t moda transportat on hub. And creat ng a p an that s mp ementab e.

4. Please tell us in a few sentences why you should be selected to be a member of this Task Force? \*

I be eve I can be a va uab e resource on the Task Force as we as the vo ce of exper ence. My fam ar ty w th the des gn process and work ng w th C ty staff and consu tants g ves me a head start on the task force. I can ass st n gett ng group headed n the r ght d rect on qu ck y. Add t ona y, I want the see the p an be successfu and be ab e to say that I was a part of that success.

Signature \*

By signing this application you are confirming that you are the person listed in this application and that all information provided is truthful and correct.

*Raymond O Hashimoto*

Date

1/20/2023



# City of Santa Clara

1500 Warburton Avenue  
Santa Clara, CA 95050  
[santaclaraca.gov](http://santaclaraca.gov)  
[@SantaClaraCity](https://twitter.com/SantaClaraCity)

## Agenda Report

23-332

Agenda Date: 3/21/2023

### REPORT TO COUNCIL

#### SUBJECT

Action on Appointment to Cities Association of Santa Clara County Board of Directors (Alternate Member) for the 2023 Calendar Year (Deferred from February 21, 2023)

#### COUNCIL PILLAR

Enhance Community Engagement and Transparency

#### BACKGROUND

At the February 7, 2023 City Council meeting, the Council approved the 2023 City Committees (Attachment 1) and the 2023 Outside Agency Committees (Attachment 2).

#### DISCUSSION

On February 7, 2023, the Council deferred the decision to appoint an alternate member to the Cities Association of Santa Clara County Board of Directors. Councilmember Kathy Watanabe is currently the member and the alternate member is currently vacant. The item was pulled from the February 21, 2023 agenda and approved to be deferred when Mayor Lisa Gillmor is present at the next Council meeting.

#### 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

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

#### 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) <<mailto:clerk@santaclaraca.gov>>.

#### RECOMMENDATION

Staff makes no recommendation.

Prepared by Maria Le, Assistant to the City Manager, Mayor and Council Office

Approved by: Office of the City Manager

ATTACHMENTS

1. 2023 City Committees List
2. 2023 Outside Agency Committees List



## 2023 Council Appointments to City Committees

**CITY COMMITTEES** (City staff responsible for preparing and posting the agendas for the meetings).

### 1. **Americans with Disabilities Act (ADA) Committee:**

Date: Meets on call

Time: TBD

Location: City Hall Council Chambers  
1500 Warburton Avenue, Santa Clara

Councilmembers: Raj Chahal (Chair) Alternate: Anthony Becker

Staff Members: Director of Public Works, City Attorney

Staff Liaison: Kelly Conoscenti, Staff Aide Phone: 408-615-3000

Established on September 29, 1992, to review accessibility issues, the Committee includes individuals and representatives from community organizations such as VIA Rehabilitation, Self Help for Hard of Hearing People, and the Adult Independence Development Center.

### 2. **Audit Committee:**

Date: Meets on call

Time: TBD

Location: City Hall  
1500 Warburton Avenue, Santa Clara

Councilmembers: Kevin Park (Chair), Kathy Watanabe, Suds Jain Alternate: Raj Chahal

Staff Members: City Manager, Director of Finance, City Auditor, City Attorney

Reviews the annual independent audits, Comprehensive Annual Financial Report, Single Audit Report, Electric Utility Financial Statements, Stadium Authority Financial Statements, and City Auditor's Annual Report. Meetings are attended with independent auditor.

### 3. **Bicycle Pedestrian Advisory Committee (BPAC):**

Date: Meets on the fourth Monday of January, March, June, August, and October

Time: 4:00 p.m.

Location: City Hall Council Chambers  
1500 Warburton Avenue, Santa Clara

Councilmembers: Karen Hardy (Chair) Alternate: Suds Jain

Staff Members: Director of Public Works, Traffic Engineer, Police Department Traffic Sergeant, City Attorney

Staff Liaison: Carol Shariat, Principal Transportation Planner Phone: 408-615-3024

Originally established on May 14, 1991, the Committee was established to explore developing safe bicycle lanes and routes on City streets. The Committee name and duties was revised in March 25, 2014 to include pedestrian aspects and to also provide input on non-engineering activities to increase pedestrian and bicycle usage in the City.

### 4. **Economic Development, Communications, and Marketing Committee:**

Date: The Committee is currently on hiatus due to staffing capacity.

Time: TBD

Location: City Hall Council Chambers  
1500 Warburton Avenue, Santa Clara

Councilmembers: Anthony Becker (Chair), Kathy Watanabe, Kevin Park Alternate: Raj Chahal

Staff Members: City Manager, Assistant City Manager, Director of Communications, City Attorney

Staff Liaison: TBD Phone: 408-615-2210



The Economic Development, Communications, and Marketing Committee was established by Council action on February 5, 2019, to consolidate the Economic Development Committee and the Marketing Committee. The Committee focuses proactive economic development and effective communication, as well as reviews the City's marketing and branding strategies.

## 5. Governance and Ethics Committee:

Date: Meets on the first Monday of March, June, September, and December

Time: 3:00 p.m.

Location: City Hall Council Chambers  
1500 Warburton Avenue, Santa Clara

Councilmembers: Suds Jain (Chair), Lisa Gillmor, Raj Chahal Alternate: Kevin Park

Staff Members: City Manager, City Attorney, City Clerk

Staff Liaison: Maria Le Phone: 408-615-5517

The Governance and Ethics Committee was established by Council action on February 5, 2019, to consolidate the Governance Committee, Ethics Committee, and the Facilities Naming and Honorary Recognition Ad Hoc Committee. The Committee focuses on the refinement or establishment of policies and procedures regarding City Council operations and general good government practices, as well as the further implementation of the City's Code of Ethics & Values program. This committee is also responsible for reviewing requests for facility naming and honorary recognitions.

## 6. Ad Hoc Stadium Audit Committee:

Date: Meets on call

Time: TBD

Location: City Hall  
1500 Warburton Avenue, Santa Clara

Councilmembers: Lisa Gillmor (Chair), Karen Hardy, Raj Chahal Alternate: Kevin Park

Staff Members: City Manager, Director of Finance, City Auditor, City Attorney

On July 19, 2016, the Santa Clara Stadium Authority Board (Board) approved appointment of a three-member committee to oversee the work and progress of the audit being performed by Harvey M. Rose Associates, LLC.



## 2023 Council Appointments to Outside Agency Committees

**OUTSIDE AGENCY COMMITTEES** (Outside Agency responsible for preparing and posting the agendas for the meetings).

### 1. Association of Bay Area Governments (ABAG) (General Assembly):

Date: Meetings held once a year  
Time: From approximately 9:00 a.m. to 3:00 p.m.  
Location: TBD  
Contact: fcastro@bayareametro.gov Phone: (415) 820-7913  
Councilmember: Kevin Park Alternate: Anthony Becker  
Staff Member: Director of Community Development  
Established in 1961 to protect local control, planning for the future and promoting cooperation in area-wide issues. No stipend for attendee.

### 2. Bay Area Water Supply and Conservation Agency (BAWSA):

Date: Meetings held every odd numbered month (January, March, May, July, September, November) on the third Thursday of the month  
Time: 6:30 p.m.  
Location: Locations may rotate central to the three-county district  
Contact: Nicole Sandkulla, CEO Phone: (650) 349-3000  
Lourdes Enriquez, Assistant  
lenriquez@bawsca.org  
Councilmember: Karen Hardy  
Staff Member: Director of Water and Sewer Utilities  
Established in February 2003 to allow the City to have a greater voice in planning and funding of improvements in the Hetch-Hetchy regional water supply system. BAWSCA term is four years (June 2018-2022) and has only one representative (no alternate). \$100 stipend for meeting attendance.

### 3. Caltrain Modernization Local Policymaker Group (CalMod):

Date: Meets monthly on the fourth Thursday; except in December, meets on the third Thursday  
Time: 5:30 p.m. – 7:30 p.m.  
Location: Via Zoom or additional location, if any, TBD  
Contact: lpmg@caltrain.com Phone: (650) 730-6172  
Councilmember: Anthony Becker Alternate: Raj Chahal  
Staff Member: Director of Public Works (advisor only, does not attend meetings)  
Established by Caltrain Joint powers Board for Caltrain modernization/electrification. Members represent cities along the Caltrain corridor. No stipend for attendee.

### 4. Cities Association of Santa Clara County:

Contact: Audin Leung, Board Clerk Phone: (408) 314-7440  
P.O. Box 3114, Los Altos, CA 95024  
audin@citiesassociation.org

#### A. Board of Directors:

Date: Meets on the second Thursday of every month, except in July  
Time: 7:00 p.m.  
Location: Sunnyvale City Hall, 456 West Olive Avenue, Sunnyvale  
Councilmember: Kathy Watanabe Alternate: Vacant  
Staff Member: City Manager or Assistant City Manager  
No stipend for attendee.

**B. City Selection Committee:**

Date: Meets on call

Time: 6:45 p.m. (Immediately before the Board of Directors meeting)

Location: Sunnyvale City Hall, 456 West Olive Avenue, Sunnyvale

Councilmember: Suds Jain Alternate: Kevin Park

Staff Member: City Manager or Assistant City Manager

Established to promote cooperation among the fifteen cities of Santa Clara County and to promote legislative action that will affect local control.

**C. Legislative Action Committee:**

Date: Meets on call

Time: 6:45 p.m. (Immediately before the Board of Directors meeting)

Location: Sunnyvale City Hall, 456 West Olive Avenue, Sunnyvale

Councilmember: Kathy Watanabe Alternate: Suds Jain

Staff Member: City Manager or Assistant City Manager

**5. City/Mission College Liaison Committee:**

Date: Meets on call twice a year

Time: TBD

Location: Alternates between Santa Clara City Hall and Mission College

Contact: Mission College President's Secretary Phone: (408) 855-5123  
 Milani.zepeda@missioncollege.edu or (408) 615-2250  
 Executive Assistant to the City Manager  
 atran@santaclaraca.gov

Councilmembers Karen Hardy (Chair), Lisa Gillmor, Anthony Becker Alternate: Raj Chahal

Staff Members: City Manager, Director of Community Development, Director of Parks and Recreation

Established on-going communication and review of joint programs with Mission College. The Mission College President and two board members participate on the Committee. No stipend for attendee.

**6. City/School Liaison Committee (Santa Clara Unified School District):**

Date: Meets first Wednesday every other month beginning January

Time: 11:45 a.m.

Location: Alternates between Santa Clara City Hall and Santa Clara Unified School District office

Contact: City Manager's Office or Phone: (408) 615-2210  
 SCUSD Superintendent (408) 423-2006

Councilmembers: Lisa M. Gillmor (Chair), Kathy Watanabe, Alternate: Jain  
Raj Chahal

Staff Members: Assistant City Manager, Director of Parks and Recreation, Chief of Police

Established on-going communication and coordination of joint projects/programs between City officials and SCUSD officials. The School Board representatives and School Superintendent are members of the Committee. No stipend for attendee.

**7. Grand Boulevard Initiative Task Force/El Camino Real:**

Date: In lieu of regular meetings, there will be annual convening(s) on specific topics

Time: TBD

Location: TBD

Contact: Dave Pape, SamTrans Phone: (650) 508-6210

Councilmember: Raj Chahal Alternate: Suds Jain

Staff Member: Director of Community Development

Joint Venture Silicon Valley Network/Peninsula Policy Partnership formed the Task Force for the purpose of looking for ways to raise the status of the El Camino Real to a world-class boulevard with special attention to the aesthetic, safety and interjurisdictional issues. No stipend for attendee.



**8. Human Trafficking Commission:**

Date: Meetings held once per year, generally at the end of the year (November)

Time: 1:00 p.m.

Location: Board of Supervisors' Chambers, County Government Center,  
70 West Hedding Street, San Jose

Contact: County of Santa Clara, Deputy Board Clerk, [bnc@cob.sccgov.org](mailto:bnc@cob.sccgov.org)  
Phone: (408)299-5083 or 408-299-5001

Councilmember: Kathy Watanabe

Alternate: Kevin Park

Staff Member: Pat Nikolai, Chief of Police

The Human Trafficking Commission was established on April 29, 2014 to investigate the nature and scope of human trafficking in the County, including both labor and sex trafficking; identify model victim-centered policies, services, and preventative measures to address this issue; make legislative and policy recommendations to the Santa Clara County Board of Supervisors; support the apprehension and prosecution of traffickers; and collaborate with partners regionally, nationally, and internationally to share information and strategies for ending human trafficking. No stipend for attendee.

**9. Northern California Power Agency (NCPA):**

Date: Meets most months, fourth Thursday of every month

Time: Typically meets at 9:30 a.m.

Location: Rotating NCPA Cities (half in Roseville)

Contact: NCPA Phone: (916) 781-4202

Councilmember: Suds Jain

Alternate: Kathy Watanabe

Staff Members: City Manager, Assistant City Manager, Chief Electric Utility Officer, Assistant  
Director of Electric Utility, Electric Division Manager.

**10. Police Activities League (PAL):**

Date: Meets second Wednesday of every month

Time: 7:00 p.m.

Location: Police Department Community Room, 601 El Camino Real, Santa Clara

Contact: [crangel@santaclaraca.gov](mailto:crangel@santaclaraca.gov)

Councilmember: Lisa M. Gillmor

Alternate: Kathy Watanabe

Staff Members: PAL Executive Director, Chief of Police

Founded and incorporated in 1970 as a nonprofit organization to provide a place where the youth of the City may enjoy educational and social benefits and athletic activities under competent supervision. The organization is managed by a board of directors comprised of volunteers.

**11. Peninsula Division of the League of California Cities:**

Date: Meets four times per year. Additionally, the Peninsula Division holds a  
"Legislative Day" in April of each year in Sacramento  
(Invitations sent out quarterly.)

Location: Alternating between San Mateo and Santa Clara Counties

Contact: Seth Miller

Phone: (415) 595-8629

Councilmember: Kevin Park

Alternate: Suds Jain

Staff Member: City Manager

Established to encourage greater participation in the Division's activities, thereby creating a strong and unified voice for cities in the Peninsula Division. The responsibilities of the liaison include keeping the Council informed about and engaged in the Division's legislative activities, to provide periodic League updates at Council meetings and to attend Division and League events whenever possible. No stipend for attendee.

**12. Joint Recycled Water Policy Advisory Committee:**

Date: Meets third Thursday in April and as needed

Location: Alternates annually between San Jose City Hall (even years) and the Santa Clara Valley Water District Headquarters, San Jose (odd years)

Contact: Jeff Provenzano, City of San Jose Phone: (408) 277-3288  
Environmental Services

Councilmember: Karen Hardy Alternate: Kathy Watanabe

Staff Member: Director of Water and Sewer Utilities

Established in 2010 to review and advise the Santa Clara Water District and the City of San Jose (lead agency for the San Jose/Santa Clara Water Pollution Control Plant) on all policy issues related to recycled water including operations and capital improvements.

**13. Recycling and Waste Reduction Commission of Santa Clara County (RWRC):**

Date: Meets the fourth Wednesday of every even numbered month except the December meeting (date to be determined due to holidays)

Time: 5:30 p.m.

Location: Board of Supervisors' Chambers, County Government Center,  
70 West Hedding Street, 1<sup>st</sup> Floor, San Jose 95112

Contact: Kathryn.pisano@morganhill.ca.gov Phone: (408) 282-3180

Councilmember: Kathy Watanabe

Staff Member: Deputy Director of Public Works

Established per requirements of the California Integrated Waste Management Act of 1989 (AB 939) and subsequent amending legislation in order to coordinate and provide input to the countywide solid waste management program. Membership appointed through the City Selection Committee of Santa Clara County Cities' Association. No stipend for attendee.

**14. San Francisco Bay Area Regional Water System Financing Authority:**

Date: Meets once a year, in January

Time: Immediately prior to the BAWSCA Board Meetings at 6:30pm

Location: San Mateo Main Library, Oak Room, 55 West 3<sup>rd</sup> Avenue, San Mateo, CA 94402

Contact: Nicole Sandkulla, CEO, Phone: (650) 349-3000  
Lourdes Enriquez, Assistant  
lenriquez@bawasca.org

Councilmember: Karen Hardy

Staff Member: Director of Water and Sewer Utilities

Established February 2003 to allow the City to have a greater voice in planning and funding of improvements in the Hetch-Hetchy regional water supply system. The Regional Financing Authority is a parallel organization with the Bay Area Water Supply and Conservation Agency (BAWSCA). Same stipend for this and BAWSCA meeting attendance.

**15. San Jose/Santa Clara Clean Water Financing Authority:**

Date: Meets quarterly (February, if necessary), May, August, and November) on the second Thursday of the month

Time: 3:30 p.m.

Location: San Jose City Hall, 200 East Santa Clara Street, Room T-1352,  
San Jose

Contact: Julia.cooper@sanjoseca.gov Phone: (408) 535-7010

Councilmembers: Kathy Watanabe, Kevin Park

Alternate: Suds Jain

Staff Member: Director of Water and Sewer Utilities

**16. San Jose/Santa Clara Treatment Plant Advisory Committee (TPAC):**

Date: Meets second Thursday every month (third Thursday in May, due to budget; no meeting in July)

Time: 4:00 p.m. (if there are other meetings, this group would meet last)

Location: San Jose City Hall, City Manager's Office, 17<sup>th</sup> floor, Room 1734, San Jose

Contact: April Kellett, City of San Jose Phone: (408) 975-2547  
Environmental Services

Councilmembers: Kathy Watanabe, Karen Hardy Alternate: Lisa Gillmor

Staff Member: Director of Water and Sewer Utilities

Reviews and advises the City of San Jose City Council on all issues relating to the operation and capital improvement of the San Jose/Santa Clara Water Pollution Control Plant. \$100 stipend for regular meeting attendance.

**17. Santa Clara County Expressway Plan 2040 Policy Advisory Board (PAB):**

Date: Meets as needed

Time: TBA

Contact: Ellen Talbo, County of Santa Clara, Phone: (408) 573-2482  
County Transportation Planner

Councilmember: Kathy Watanabe Alternate: Karen Hardy

Staff Member: Director of Public Works (Advisor only, does not attend meetings)

The Santa Clara County Comprehensive Expressway Planning Study Policy Advisory Board (PAB) will provide a forum for policy input from elected officials for updating the Expressway Study's Implementation Plan originally adopted in August 2003. No stipend for attendee.

**18. Santa Clara Sister Cities Association**

Date: Meets as needed

Time: 7:00 p.m.

Contact: Margaret Horoszko, President, horoszko@sbcglobal.net

Location: Headen Inman House for Board Meetings

Councilmember: Kevin Park Alternate: Kathy Watanabe

Staff Member: City Manager's Office

The Santa Clara Sister Cities Association, an independent non-profit organization, assists the City in exchange activities with Coimbra, Portugal, Izumo, Japan and Limerick, Ireland -- Santa Clara's three sister-cities. The Council appoints a representative to serve as liaison to the Association.

**19. Santa Clara University Liaison/Neighborhood-University Relations Committee (NURC):**

Date: Meets three times annually on Monday evenings during the academic year

Time: 7:00 p.m.

Location: Mission Branch Library

Councilmembers: Raj Chahal (Chair), Kevin Park, Suds Jain Alternate: Lisa Gillmor

Staff Members: City Manager, Director of Community Development, Code Enforcement Technician, Chief of Police

Established in 1990 to review student housing issues (formerly Student Housing Committee). Established a forum for on-going communication and problem solving among City officials, neighborhoods, property owners and Santa Clara University officials and students. Santa Clara University/City Liaison Committee and NURC were combined because of the similar topics that the two committees cover. Three NURC meetings will be held per year (October/November, February and April) for neighborhood issues, and the STAFF TASK FORCE and the CITY-NEIGHBORHOOD FORUM will no longer be held (pursuant to Council action of June 23, 2009). A University-City Subcommittee comprised of NURC City Councilmembers, University officials and City Executive Team Members will meet as needed.

**20. Santa Clara Valley Transportation Authority (SCVTA):**

Contact: Board Secretary, SCVTA

Phone: (408) 321-5680

**A. Board of Directors:**

Date: Meets first Thursday of every month (except July)

Time: 5:30 p.m.

Location: Board of Supervisors Chambers, 70 West Hedding Street, San Jose

*North East Cities Group*

Position includes appointment to one of three sub-committees appointed by the VTA Board of Directors. Small Cities Group representation is a 2-year rotating term with two member cities and one alternate city. The Small Cities Group is comprised of the Cities of Milpitas, Sunnyvale, and Santa Clara.

Councilmember: Suds Jain

Staff Member: Director of Public Works

Sets VTA policy; establishes committees to give advice on policy matters and provide in-depth review. \$100 stipend for meeting attendance, per day. The VTA Administrative Code states that appointments to standing committees are approved by the VTA Board of Directors based on the recommendations of the current chairperson. At the first meeting in January, the Board shall approve the members and chairpersons of all standing committees of the Board based on recommendations for these positions provided by the Board Chairperson. The term of each appointment shall be for one year.

**B. Policy Advisory Committee:**

Date: Meets on the second Thursday of every month

Time: 4:00 p.m.

Location: VTA Offices, 3331 North First Street, San Jose  
Building B, Conference Room B-106

Councilmember: Raj Chahal

Alternate: Kevin Park

Ensures that all jurisdictions within the County have access to development of VTA's policies. No stipend for attendee.

**21. Santa Clara Valley Water Commission (SCVW):**

Date: Meets quarterly in January, April (2<sup>nd</sup> Wednesday), July, and October on the fourth Wednesday of the month

Time: 12:00 p.m.

Location: SCVW District Headquarters, 5700 Almaden Expressway, San Jose

Contact: Glenna Brambill

Phone: (408) 630-2408

Santa Clara Valley Water District

Councilmember: Karen Hardy

Alternate: Kathy Watanabe

Staff Member: Director of Water and Sewer Utilities

Established by the Santa Clara Valley Water District Board of Directors to review and advise on issues relating to water supply and water pricing. No stipend for attendee.

**22. Silicon Valley Animal Control Authority (SVACA):**

Date: Meets on the fourth Wednesday of every other month beginning in January

Time: 8:30 a.m.

Location: SVACA Headquarters, 3370 Thomas Road, Santa Clara

Contact: Heidi Springer

Phone: (408) 764-0350

Councilmember: Raj Chahal

Alternate: Anthony Becker

Staff Member: Police Department Patrol Lieutenant

Established in 2000 to provide animal control field services and shelter services for the participating cities. The Board is comprised of four members representing the participating cities of Santa Clara, Campbell, Monte Sereno and Mountain View. No stipend for attendee.

**23. Silicon Valley Regional Interoperability Authority (SVRIA) Board of Directors:**

Date:	Meets every other month - must meet annually a minimum of two regular meetings		
Time:	5:00 p.m.		
Location:	Santa Clara Police Department, 601 El Camino Real, Santa Clara		
Contact:	Eric Nickel	Phone:	(408) 615-5571
	Executive Director SVRIA		
Councilmember:	Karen Hardy		
Primary:	Sunnyvale is the primary member and Santa Clara is the alternate member until June 30, 2022 (Santa Clara alternates primary member position with Sunnyvale and Milpitas).		
Staff Member:	Chief of Police		

In 2001, several agencies in the area established the Silicon Valley Regional Interoperability Project to design an implementation strategy for an interoperable communications network; purchase a radio and data communications system or network; integrate this system or network with other nearby regional public safety communications systems; participate in regional interoperability; and to jointly apply for grants and funding to facilitate these goals. In 2010, a Joint Powers Agreement was established to implement and operate the SVRIA and other projects. The nine-member Board of Directors of the JPA consists of elected officials from different geographic regions of the County and will serve as the governing body for the agreement. The City of Santa Clara is represented in the "Central County Agencies" that also includes Sunnyvale and Milpitas. No stipend for attendee.

**24. Stevens Creek Corridor Steering Committee**

Date:	Meets as-needed basis		
Time:	Typically meets at 11:00 a.m.		
Location:	Locations alternate		
Contact:	City of San Jose – District 1	Phone:	(408) 535-4901
Councilmembers:	Lisa Gillmor, Anthony Becker		
Primary:	City of San Jose – Council District 1 Councilmember Rosemary Kamei		

In 2019, the cities of Cupertino, Santa Clara, San José, and Santa Clara County adopted resolutions in support of a vision study of the Stevens Creek Corridor, formalizing interest in creating a common vision for high-capacity transit along the Stevens Creek Corridor that will improve mobility and its interrelationship with walking, biking, placemaking, and enhancing the quality of life for all community members in a seamless manner. A steering committee of elected officials from the participating jurisdictions formed to provide a forum for their elected representatives to meet, discuss and provide direction on a common vision for the Stevens Creek Corridor.

**25. Triton Museum of Art Liaison Committee:**

Date:	Meets generally on the fourth Thursday of every month		
Time:	4:30 p.m. – 5:30 p.m.		
Location:	Triton Museum Boardroom, 1505 Warburton Avenue, Santa Clara		
Contact:	Triton Museum of Art	Phone:	(408)247-3754
Councilmember:	Kevin Park	Alternate:	Raj Chahal
Staff Member:	City Manager's Office, Management Analyst		

The Triton Museum of Art is an independent non-profit organization. The Council appoints a representative to serve as a liaison to the Triton Museum Board. The participation of a Councilmember at the Triton Museum Board meetings will further the communication and knowledge of the City's support. No stipend for attendee.



## Agenda Report

23-179

Agenda Date: 3/21/2023

### REPORT TO COUNCIL

#### SUBJECT

Public Hearing: Substantial Amendment to the FY2021 Annual Action Plan to Allocate \$1,604,104 in Federal Housing and Urban Development (HUD) Grant Funds from the HOME American Rescue Plan Program and Approve Related Budget Amendment

#### COUNCIL PILLAR

Promote and Enhance Economic, Housing and Transportation Development

#### BACKGROUND

The American Rescue Plan Program (ARP) is a one-time federal grant program intended to reduce homelessness and increase housing stability across the country by funding local jurisdictions to provide housing, rental assistance, supportive services, and non-congregate shelter to individuals or households who are homeless, at risk of homelessness, or otherwise vulnerable. These grant funds will be administered through HUD's HOME Investment Partnerships Program (HOME). On April 8, 2021 the Federal Government announced allocations for the \$5 billion (ARP). The City of Santa Clara was allocated a total of \$1,604,104.

This funding must serve five qualifying subpopulations:

- 1) Homeless as defined by the McKinney-Vento Homelessness Assistance Act;
- 2) At-risk of homelessness;
- 3) Fleeing or attempting to flee domestic violence;
- 4) Populations where providing supportive services or assistance would prevent the family's homelessness or would serve those with the greatest risk of housing instability; and
- 5) Veterans and families that include Veterans.

To access these funds, the City is required to first submit a HOME ARP Allocation Plan. The HOME ARP Allocation Plan must be approved by the City Council as a substantial amendment to our HUD Fiscal Year 2021 Annual Action Plan by March 31, 2023. This is achieved by simply adding the HOME ARP allocation plan as an attachment to the Fiscal Year 2021 Annual Action Plan. If the City does not submit a plan prior to this deadline, HUD will reallocate the funds to other jurisdictions.

#### DISCUSSION

City staff have been working to prepare the City's draft HOME ARP Allocation Plan (ARP Plan) with assistance from Homebase, the consultant that facilitated the City's Homelessness Taskforce and that is currently drafting the city's local homelessness response plan. The draft ARP Plan includes a needs assessment and gaps analysis to quantify and compare how much shelter, housing, and supportive services are needed with how much is actually available. The ARP Plan should be informed through local outreach. The draft ARP Plan also includes proposed changes to City programs to address the needs identified through this assessment, including expansion of the City's

Tenant Based Rental Assistance (TBRA) program, additional support services for victims of domestic violence, and a set-aside for administrative costs.

With City Council approval, staff will submit the HOME ARP Allocation Plan to the Department of Housing and Urban Development (HUD) by March 31, 2023. HUD will then review and approve the plan or ask for revisions before funding can be drawn down.

#### TBRA Program Expansion

The draft ARP Plan includes a proposed expansion to the City's Tenant Based Rental Assistance Program which includes rental and deposit assistance along with case management services. HOME ARP would fund a second TBRA program with slightly different policies and procedures. The HOME ARP TBRA program would serve an additional 38 clients for one year or 19 clients for two years and would be open to all qualifying populations, not just households with children. Staff is proposing to broaden the client population served because there is a clear need among households without children, the HOME ARP program must serve all qualifying populations, and because HOME ARP makes it difficult to justify limitations for qualifying populations. The HOME ARP TBRA program would be offered on a first come first served basis to residents who are affiliated with Santa Clara. The regular HOME funded TBRA program would continue as is.

#### Domestic Violence Support Services

The draft HOME ARP Allocation Plan also proposes to set aside funds for supportive services, specifically for persons feeling or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking. The needs assessment demonstrated in this plan identified a clear gap for these services. In addition, funding these services with HOME ARP frees up more flexible CDBG public service dollars for the 2023-2025 period.

#### ARP Administration

The draft HOME ARP Allocation Plan will also be used to pay for planning and implementation of this one-time grant. See Attachment 2 for a detailed breakdown of the HOME ARP Allocation budget.

#### 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(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 City's total HOME ARP allocation is \$1,604,104. HUD's approval of this allocation plan will allow the City to draw down up to 15% (\$240,616) for planning and administration costs incurred by the City. The remaining \$1,363,488 will be made available to fund programs identified in the City's recent public services, capital projects and tenant based rental assistance program notice of funding availability. Below is the recommended budget amendment for the Housing and Urban Development Fund to recognize and appropriate this grant funding.

Budget Amendment FY 2022/23			
	Current	Increase/ (Decrease)	Revised
Housing and Urban Development Fund			
<u>Revenue</u>			
Grant Revenue	\$3,664,461	\$1,604,104	\$5,268,565
<u>Expenditure</u>			
HOME - American Rescue Plan Program project	\$0	\$1,604,104	\$1,604,104

COORDINATION

This report has been coordinated with the City Attorney's Office and the Finance 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) <<mailto:clerk@santaclaraca.gov>>.

Building on earlier outreach conducted as part of the Homelessness Task Force process, Homebase has reached out for additional consultations with the Santa Clara Unified School District, Santa Clara County Housing Authority, Bill Wilson Center, Santa Clara Continuum of Care, Silicon Valley Independent Living Center, Nation's Finest, Veteran's Administration, and Law Foundation of Silicon Valley, and Health Care for Homeless Veterans (HCHV). Attachment 1 includes detailed notes from these consultation meetings.

RECOMMENDATION

1. Provide feedback and approve the substantial amendment to the 2021 Annual Action Plan and grant authority to the City Manager's Office to submit a HOME ARP Allocation Plan to the Department of Housing and Urban Development (HUD) before the March 31, 2023 deadline; and
2. Approve the FY 2022/23 budget amendment in the Housing and Urban Development Fund to recognize grant revenue in the amount of \$1,604,104 and establish the HOME - American Rescue Plan Program project in the amount of \$1,604,104 (5 votes required).

Reviewed by: Andrew Crabtree, Community Development Director

Approved by: Office of the City Manager

ATTACHMENTS

1. HOME ARP Consultation Meeting Notes
2. Draft HOME ARP Allocation Plan



## **Appendix A: Consultation Meeting Notes**

### **Housing and Service Provider Virtual Focus Group Notes - July 20, 2022**

Participants: Bill Wilson Center (BWC), Santa Clara Unified School District (SCUSD)  
McKinney Vento Liaisons, Silicon Valley Independent Living Center (SVILC)

- What do you think is the biggest cause of homelessness in the City of Santa Clara (CSC)?
  - Cost of living is very expensive
  - In the past 5-6 years the number of people living on the streets has increased. May correspond with sweeps of encampments. Used to see people camping in San Jose all the time around overpasses and creeks, starting to see that in CSC as well.
  - People are priced out of the housing market, lose a job and then even harder to afford housing.
  - Whole County, including CSC, there just isn't enough housing for the number of residents. Poor supply of housing. Cities and county didn't have enough forethought in planning and building enough housing, particularly for lower income. Rents have increased 10-25% almost annually, including CSC, and rising much faster than income is rising.
  - Fastest growing homeless population is older adults over 65, there are populations we're not paying enough attention to. As those adults age, they develop disabilities as well.
  - A lot of the homeless population migrates from city to city to see what resources are available. E.g. leaving Gilroy, which has fewer resources.
  - Lack of affordable housing and cost of living rising faster than income are issues I encounter daily. Lack of planning to keep up with rising population, cost of housing rising faster than incomes. People who could put a little in the bank 10 years ago are now living check to check and one disaster from living on the street.
  - Mental health and substance use is a massive issue that's not being addressed. For some, it's a lifestyle choice – have gotten to know a few people who've been housed, but then willingly give up housing. Either too restrictive, or some other reason. See a lot of movement within the County, as well as some from outside of County. There are a lot of housing programs, but haven't seen a lot of long-term sustainability supports – e.g. life skill building, etc.
- What do you think are the biggest roadblocks to ending homelessness in the City of Santa Clara?
  - Development of affordable housing, or lack of, is a roadblock. Even if you're a developer who wants to do this, there are so many obstacles that developers give up. Combination of affordable housing with supportive services should be increased. Not enough supportive housing in CSC, there is some, but there should be more of that.
  - We need to do more development of affordable housing, work with developers who have that knowledge and interest. A huge roadblock is the fact that there is

no funding for supportive services attached to that development. There are members of the community who can live independently and don't need additional supports, but there are a lot of people who have disabilities, behavioral health issues, and need that additional support.

- E.g. Development targeting older adults had a plan to provide support services, but there was no money for it. Not even money to develop a space for a provider to provide the services (about \$1.5M). State is making money available for capital improvements but not services.
  - Cost of housing is a barrier for providers as well. A few different houses where we place clients, challenge of finding similar housing in the market is really challenge.
- What services (shelter, case management, food etc.) have you found to be the most effective to house clients?
  - SVILC has case management services for 3 programs (currently homeless, at risk of homelessness, people stuck in SNFs or hospitals because they don't have affordable housing or family support). Provides nursing services throughout the community to help people with chronic health issues live independently.
  - Intensive case management services includes assessment of needs, help with first month's rent and security deposit, working with supportive services and hiring caregivers, connecting to transit services. If these services are coordinated in a person-centered way and have an effective case manager, we have a high percentage of folks transitioning back into the community and able to sustain their living situation.
  - Education and employment are key
  - Basic independent living skills to be successful in maintaining housing
  - School district: no one has to pay for school meals anymore, there are also food distribution centers. Families can access food and supplies for their homes. SCUSD partners with BWC a lot to get resources to families.
- What has NOT been effective?
  - County mental health services could be better. Not a lot of close interaction.
  - Issues with clients revolve around lack of mental health supports. Programs get stuck trying to problem solve with clients, this might be beyond one's individual scope. Stronger coordination between mental health and housing would be great. There seems to be a "hot potato" approach where agencies can't actually address the issue of mental health.
  - Clients seem to get lost in the County system.
  - Not enough mental health resources for students, we don't have enough wellness coordinators. Not enough people and not enough time.
- What opportunities and services are missing?
  - It's not effective for the City to rely on County services. Residents should be able to be served in their own communities.
  - Vouchers for short term hotel/ motel stays
  - Shelters
  - Available, staffed safe parking sites
  - Resources provided by the County should also be accessible within the City.

- Not enough temporary housing for folks who are trying to get things together (e.g. in between jobs, decrease in work hours, etc.) and are trying to get back to being stably housed.
- Establish a dedicated outreach team for the City of Santa Clara. Right now, PD has a couple of community resource officers but there is no dedicated street outreach team.
- Good things that the City does: TBRA, ERA program during COVID
  - BWC is piloting a small family shelter in the City of Santa Clara. Families stay for 6-12 months and transition to RRH/PSH.
- Need for more internal City resources. It would be great to not send people away from their community.
- Tenant Resource Center that residents can go to with housing concerns
  - BWC has the Here4You hotline, but we don't have that much knowledge of what the City has. Lack of information on resources is challenging for the hotline.
- From your understanding, how do people learn about the available housing opportunities and services?
  - How do you as providers learn about what is available?
    - Outreach to different cities
    - Receive information from County and City contractors
    - Social media
    - Flyers posted in the community
    - City and County websites (resource lists)
    - Meetings with organizations addressing similar needs in the community
  - How do folks who need support learn about what is available?
    - Word of mouth. Families tell providers and then we are able to share with other people
    - 211
    - Here4you hotline
- What is something the city could do immediately to help address homelessness?
  - The City needs to invest more in care services – bridge the gap between housing and supportive services. Provide the support for people to transition from homelessness to living in community. Unless we invest in better incomes and lower rent, we will continue to have a revolving door of folks who need services because they can't make it in society.
  - City leaders should make it doable for developers to develop low-income housing. (x2)
  - Implement a city-wide street outreach program. The one-on-one contact to figure out what is needed is crucial. We don't have a dedicated team in Santa Clara. This is something that the city can fund.
  - Long term: Work with the State and nonprofit developers to build more affordable accessible housing.
  - Short term: expanding eviction protections through legislation, cover more properties under eviction protection to help people stay in their units. Anti-rent gouging protections, security deposit limits.

## **Phone Interview Notes with Santa Clara Unified School District McKinney Vento Liaisons - January 26, 2023**

- Quite a few families are living in hotels right now but don't have enough vouchers for families to get into these hotel spots; also that doesn't help them to move forward.
  - Lots of families are doubled up which works out ok, but it ends up being difficult if you don't have someone to stay with.
- A lot of families want to stay in our district. They understand that moving out of district would be cheaper but they're very rooted. Families are willing to do whatever it takes to stay here.
  - There are a small portion of families that live in San Jose and Sunnyvale, so they can access resources but not in Santa Clara.
- Lots of students don't want to go to Bill Wilson Center; they are scared of being picked on, getting things stolen, program rules are restrictive (e.g. you can't just take off whenever you want)
- Do you think that resources or services provided by an organization that has connections to the community would be helpful? e.g. orgs that are designed to serve language communities, Spanish speaking families, etc. Would this make people feel safer?
  - Maybe not safer but more comfortable. Trying to help folks across language barriers is difficult.
  - It would be nice to get services here and it would also help to hold families accountable. Student attendance is bad because of housing and financial instability. We have families that find housing in San Jose, but the commute is really difficult because kids don't want to get up early in the morning. They don't want to go to a new school nearby either because they won't have friends, will have to adjust to new teachers, etc.
- More support in the city is needed. We always have to look at the zip code to determine where to get help and never see 95051 included.
- Immigration status is a barrier. Families who are undocumented house in one apartment; often multiple families in one apartment. Other organizations in other cities (e.g. Somos Mayfair, Amigos de Guadalupe) are helpful, but very focused on their community.
- We don't have a shelter here; other shelters are very far and difficult for families to access.
- Homeless Prevention System isn't typically used as a resource, but is mostly privately funded so there's more flexibility.
- Lifemoves has been doing a good job of assisting families. hotel is accessible to families and children. It's helpful to keep families in the same place and have been able to get housing. Seen a lot of positive outcomes from that site.

## **Phone Interview Notes with Next Door (DV Service Provider) - January 31, 2023**

- What are the numbers and demographics of DV survivors experiencing homelessness in the City of Santa Clara?

- Scope of need for survivors: Next Door will pull numbers for households receiving services and rental assistance
- What are the resources currently available to assist this population?
  - Main office is in San Jose; also have a confidential shelter.
  - Pandemic allowed team to do things virtually - constantly assess for virtual options (e.g. Kids Club)
  - We do have services that we provide in Santa Clara for individuals who apply and live in that space.
  - Next Door has an MOU with police dept to follow up with survivors after a police interaction; they follow up with survivors to talk about lethality.
- Largest housing and service needs of this population, largest unmet needs, and gaps in services?
  - DV is a major cause of homelessness; some survivors have homes, but are unable to maintain housing for varied reasons (financial, safety, etc).
  - Currently have a DV housing first program (one time assistance and ongoing)
- Needs, Gaps, Challenges
  - Credit - many survivors face financial abuse so credit can be ruined, result in evictions/violence, etc. some landlords won't overlook that
  - Low income - clients would normally qualify for low-income housing but get denied because of bad credit. people end up going to places that are not livable
  - A lot of clients have children. people want to keep their kids in the same school district, don't want to uproot their family and leave the community
  - The person causing harm is typically more financially stable. Income is lost if they separate from their partner
  - Housing first program works well to help folks pay rent; some people don't have higher education which impacts their ability to get jobs
  - Childcare is also a barrier to being able to work
- Can you speak to the importance of specific and targeted service for people who are fleeing?
  - Safety planning and risk assessment is an ongoing way they support survivors
  - Even if someone is thinking of relocating, they're trying to not have their address shared
  - Can help people get their locks changed
  - One client was about to get evicted because of DV, Next door was able to engage the law foundation to try to stop the eviction.
  - Shelter has confidential services and locations, legal services specific to survivor needs (restraining orders, family court, helping clients with PD, survivors are sometimes wrongfully arrested, etc.)
  - Support groups, therapy for survivors (family, children, etc). client trauma impacts the kids too, we support the whole family
  - Employment services
  - All of these things are still gaps, there isn't enough of any of these services to meet needs
- [Next Door Solutions FY 20-21 annual report](#)

## **Phone Interview Notes with Santa Clara County Housing Authority - December 21, 2022**

- 1,033 EHV's (10 years starting 7/22), plenty of people to refer but not enough landlords
  - Primary obstacle is lack of units, plus some landlord resistance to taking vouchers
  - Contract with Abode to do housing search
- Not enough vouchers
  - No problem sending referrals, and referrals to send when those don't work
  - Family queue clears out regularly and then they start rebuilding it
- Who's most likely to accept vouchers?
  - Buildings that already have affordable units
  - Not a lot of market-rate units being used right now
- 17,000 plus vouchers in HVC; 34,000 people on interest list currently
  - 50 new mainstream vouchers for families who are disabled and homeless
  - Got new VASH vouchers this year
  - No large-scale infusion of general use vouchers, additions don't really make a dent
- How are vouchers allocated?
  - PBV right now is pretty focused on PSH, through Measure A developments
  - Interest List for HCV is a lottery system. Preference for people who've lived or worked in the County for the last 5 years
  - Haven't been pulling from the Interest List for HCV because we've allocated a lot of our pot of vouchers to PBV units
  - Large concentration of voucher holders in downtown/east San Jose
  - Heather can send map showing concentrations of vouchers geographically
  - Can't target PBV (or HCV) based on geography
- What can the City do to help promote landlord engagement?
  - Lists of landlord groups that meet regularly
  - HA plan is to attend LL groups, talk about the HCV program and benefits - e.g. know you're going to keep getting rent payments even in a pandemic
  - City has email lists, social media - can help advertise events, spread
  - City could also work with one of their contractors to organize landlord/ tenant events, could invite Housing Authority

## **Phone Interview Notes with Law Foundation of Silicon Valley – February 2, 2023**

- Number and demographics of people experiencing homelessness in the City of Santa Clara
  - Law Foundation of Silicon Valley Client population
    - 784 housed
    - 275 housing status unknown,
    - 49 people identified as unhoused: unhoused number doesn't include people who are in shelter or TH. includes people in sober living, SROs
    - in general, most clients are low income.

- Largest housing and service needs of this population, largest unmet needs, and gaps in services
  - Language access has been an issue from a lot of clients
    - Mandarin, Cantonese, Southeast Asian languages, Russian once in a while
    - Santa Clara clients are primarily English speaking
- Main perpetrators of housing instability
  - Astronomical cost of housing
  - Lack of continuity between service providers. work closely with people put on mental health holds in hospitals that don't have a solid discharge plan or continuity required for stabilization
  - encampment sweeps during the pandemic and now make it hard for people to live and stabilize minimally. people lose their belongings and have to start completely from scratch afterwards
  - Smaller scale factors
    - lack of board and care facilities in the county: different laws made them harder to run, so they were just shut down
    - in addition to licensed board and cares, the unlicensed room and board/ independent living facilities lack the regulation needed
      - really depends on the operators
      - some people choose not to live in them, or experience unfair evictions. continues the cycle of housing instability
  - lack of options to begin with, and there isn't a strong continuation of services when people are in crisis
- people don't have the basic knowledge to be able to apply for public benefits. since they're more on the appeals side, they don't have capacity to help people apply
  - providers need more capacity to help people apply and follow up
- currently working on rehabilitating board and care facilities: a lot of complaints are related to finances and making sure funds are spent on maintenance and operations

### **Notes from Santa Clara CoC Board Meeting re: HOME ARP – March 22, 2022**

- Comments from the Lived Experience Advisory Board
  - Does HUD have a fact sheet on what's allowed for supportive service?
  - Can HUD ARP supplement existing programs, fill gaps with existing services?
  - If a family gets homelessness prevention services can they also get a subsidy from HOME ARP? Specifically for outreach, needs are identified. Do we have funds for things like car batteries?
  - Nonprofit operating and capacity building; CHDO, professional development, peer support group, working group. Allocate funds to pay people with lived experience to do this work.
  - furniture, cookware, etc.
  - Matching HOME ARP funds with vouchers would be helpful
- Best to think about HOME as base funds, fund one position and free up funds for another source that's more flexible. This is a moment where we need to pay attention to quantity,

quality, and sustainability of what is being funded. Need to think about where gaps are generally/ where people wish cities would step in.

- Gaps in multiple areas:
  - Is this an opportunity for Cities to work with the County to advance pipeline projects?
  - Is this an opportunity to come together to focus on one area with City/County approach?
  - Lots of HHAP, ESG, Community Plan conversations provided feedback as well
- County will share gaps analysis on funding sources.
- Matrix of available funding and prioritizing what the unmet needs are, see if there's overlap with County and City interests.
  - Do we have enough resources for outreach? Maybe lived experience does outreach?

### **Information Provided via email from Veterans Affairs – January 24 & 31, 2023**

#### Number and demographics of veterans in the City of Santa Clara

The exact number of Veterans that are unhoused or who are at-risk specifically in the City of Santa Clara may be difficult to quantify, but we can pull some data from our HCHV (emergency shelters), GPD (transitional housing), and HUD-VASH (permanent housing) program census data to see if we have any location data specific to the City of Santa Clara (an initial pull of all programs is about 27 Veterans with addresses in the City of Santa Clara). We can also put you in contact with the local SSVF (Supportive Services for Veteran Families) grantees that work with both unhoused Veterans and Veterans at-risk of losing their homes and see if they can provide any data on the number of Veterans in Santa Clara. Have you contacted BitFocus to see if they can pull City of Santa Clara-specific information from HMIS? If not, perhaps we can make a request. By when do you need this information?

#### Resources currently available to assist this population:

VA Program	Current Capacity	HOMES (our database) Program Census Numbers	Service Needs/Gaps
HUD-VASH	<p>HUD-VASH housing choice vouchers = 1361 total, 375 of which are open.</p> <p>HUD-VASH Project-Based Vouchers = 144, 12 of which are open</p>	<p>385 enrolled with issued vouchers in Santa Clara County</p> <p>73 enrolled, waiting for vouchers/assignments</p>	<ul style="list-style-type: none"> <li>• Moving resources (packing, physically moving, unpacking)</li> <li>• Storage fees</li> <li>• Transportation to family in times of crisis (funerals etc.)</li> </ul>



			<ul style="list-style-type: none"> <li>• Towing fees</li> <li>• Deep Cleaning services, Housekeeping Services</li> <li>• Decluttering services (hoarding)</li> </ul>
Health Care for Homeless Veteran Program (HCHV) – 60 Day Emergency Shelters	<p>Total Santa Clara County (SCC) HCHV BEDS:</p> <p>96</p> <p>Total OCCUPIED HCHV BEDS Santa Clara County as of 1/26/23:</p> <p>58</p> <p>PERCENTAGE SCC OCCUPIED:</p> <p>HCHV: 60%</p>	60 Veterans currently enrolled in HCHV in Santa Clara County as of 1/31/23	<ul style="list-style-type: none"> <li>• Board and Care vouchers</li> <li>• Funding for IHSS for “donut hole” Veterans (too much for medical too little for private pay)</li> <li>• 290 Housing vouchers</li> <li>• Increased HHA services for Veterans</li> <li>• Couples shelters/housing</li> <li>• Increased beds at Cal Vet homes-memory care.</li> </ul>
Grant and Per-Diem (GPD) Transitional Housing- for up to 24 months	<p>Total Santa Clara County (SCC) GPD BEDS:</p> <p>122</p> <p>Total OCCUPIED GPD BEDS Santa Clara County as of 1/26/23:</p> <p>55</p>	56 Veterans currently enrolled in GPD in Santa Clara County as of 1/31/23	(same as above)

	PERCENTAGE SCC OCCUPIED:  GPD: 45%		
HCHV Intensive Case Management (CCP Voucher Program)	39 out of 80 vouchers filled.	50 total enrolled in HCHV ICM Program including non- voucher short-term case management program participants.	Possible vouchers/contracts for cleaning services for our Veterans. Some Veterans have mobility or cognitive issues that make the day to day difficult. This may go under IHSS category.  Dental vouchers for those not in shelter (currently only actively enrolled HCHV/GPD Veterans are eligible for dental vouchers)

In addition to the above resources, Veterans often utilize the following resources/referrals in or near the City of Santa Clara through our programs:

- VSO: 68 N. Winchester Blvd, Santa Clara Ca. 95050
- City of Santa Clara Public Libraries (3 branches)
- Santa Clara Senior Center: 1303 Fremont St. Santa Clara, Ca. 95050
- Sourcewise: 3100 De La Cruz Blvd #310, Santa Clara, Ca. 95054 (Services, resources and referral for Seniors)
- Salvation Army: 3090 Homestead Rd, Santa Clara Ca. 95051 (they are part of the Homeless Prevention System within the county, what used to be EAN. And thus can provide temporary financial assistance).
- Santa Clara Farmer's Market- accepts food stamps
- Project Sentinel: Deals with LL/tenant disputes/mediation, housing discrimination, info landlords/tenants
- Second Harvest Food Bank
- San Jose Parks and Recreation – Senior Programs
- Meals on Wheels

Largest housing and service needs of this population, largest unmet needs, and gaps in services

I know that Jennifer and Aida will have more information on this but one of the biggest needs/gaps besides affordable housing in general, is housing for our aging Veterans, particularly those that are not able to live independently ---board and cares/vouchers, assisted

living. Housing for those with criminal histories that prevent them from participating in voucher program due to PHA rules such as those with a 290 status.

### **Phone Interview Notes with YWCA (DV Service Provider) – February 8, 2023**

- Number and demographics of people experiencing homelessness in the City of Santa Clara
  - Will pull data for CSC (support line calls, housing program, etc - can provide a number of folks who have contacted YWCA for services who are CSC residents)
    - time period: calendar year 2021 and 2022
- Largest housing and service needs of this population, largest unmet needs, and gaps in services
  - For folks fleeing, safety needs are primary concern
    - confidentiality of where they're going to
    - \*emergency housing
      - during pandemic, this shifted to clients wanting motel vouchers
    - shelter model is concerning bc there were so many resources available during the pandemic that gave people more anonymity and independence
    - there is a decline of survivors fleeing that actually want to go to emergency shelter
    - people want to go to places where they can still go about their day, sites near resources/ close to school/work
  - Shelter is very expensive to run, motel stays are a better use of resources
  - Difficult to build sites in Santa Clara
  - TBRA is always going to be a need. People constantly are scrambling at the end of the month to get their rent paid. Good resource to keep survivors housed and safe
  - County resources have been very depleted especially when it comes to prevention
  - Clients who are unhoused and assessed are moving through the system quickly (enrolled in RRH program within a week)
    - but, there are also people who leave abusers and are in an unstable housing setup
    - even if they remove the abuser, the family can't provide rent. some folks are able to get a hotel stay and are then moved back into their home, but without financial support (if the abuser was paying for housing) and need to figure out next steps
  - Sometimes survivors have resources to pay rent but they don't have money for a security deposit, and don't need the assistance of a CoC program. YWCA helps with this
  - Credit, lack of employment history, self sufficiency, and childcare are all large barriers. Drop in childcare would probably be helpful.
    - Transportation is starting to peak a bit more
    - Limited ability to get UPLIFT bus passes. Have been buying bus passes for clients.

- Mental health services (YWCA doesn't provide this)
  - Can help clients with therapy, but don't have the ability to provide support for specific mental health conditions.
- Legal services past immediate orders (e.g. restraining order, etc.) are provided, but family court and undocumented legal support is a gap.
  - ITINs are hard to get from the IRS. There are CPAs that can help with this, but it costs \$1000+.
  - This hinders everything else in the process (e.g. employment)
- Sexual assault vs fleeing trafficking
  - People experiencing sexual assault are looking for a place to detach from where the incident happened
    - If someone calls for SA, they call for help with reporting
    - A sole SA victim is typically looking for respite after a traumatic event/investigations
    - Most people just stay in a motel for a day or two and then go back home, less likely to be a problem that makes their place unsafe long-term
  - Depends on what kind of trafficking experience people have been through - they may not be unsafe at home, could be a labor or sex trafficking situation that happens outside of wherever they are living.
    - Some unhoused trafficked folks come in through CES, but these situations are usually the result of a large takedown
    - A lot of trafficking victims coming through CES are undocumented
    - Folks who are trafficked are more likely to be undocumented than other populations
  - YWCA is the only VSP in the County that serves and shelters male survivors
  - Does not ask about criminal background information or documentation - curious about HOME ARP regulations in terms of eligibility for undocumented people.

### **Phone Interview Notes with Community Solutions – February 7, 2023**

- Number and demographics of people experiencing homelessness in the City of Santa Clara
  - Community solutions tracks people served by City. requested biggest possible number of any people requesting support
    - might be a bit more challenging, don't ask if people are fleeing
    - can pull data on shelter requests
  - A small percentage of clients we serve are connected to CSC. majority of clients are coming from South County
  - Consider reaching out to the children's advocacy center: more specific to children, considers minors who are impacted within a family unit
  - Report on homelessness in Santa Clara county is linked in the CDAW report
- Largest housing and service needs of this population, largest unmet needs, and gaps in services
  - DVAC put together housing gaps analysis - can we use that for HOME ARP? (yes)
    - Looks at all types of housing

- Aida will send PPT and memo
- Office of women's policy CDAW reports provide more information
- Supportive services offered through PSH are people who are high VISPDAT scorers, CH, etc
  - For a good number of community solutions clients, there isn't support they need available
  - Need immediate financial assistance, legal help, shelter
  - Supportive services look different for people impacted by gender-based violence than what is offered through PSH
- Credit, lack of employment history, self-sufficiency are all large barriers.
- Education and improving income: giving people the skill set they need to survive post-subsidy.
- It takes people longer to stabilize than the duration of RRH (2 yrs)
- Consuelo was able to ID about 1100 survivors who were identified during the VISPDAT process
  - however, then people aren't captured in the confidential queue
  - communication issue between mainstream system and survivor system
- Partners with VISPDAT trainers to train on the condensed training tool. Not sure that people are using it properly.
- For sexual assault specifically, there is no money set aside. There is funding set aside for trafficking.
- Seen an increase in survivors who are unhoused and struggling with either severe mental health issues or addiction.
  - People are ending up on the streets as a result of victimization
  - Depends on substance use to make it through the day and stay longer on the streets. Usually when they reach out, it's because another victimization has happened (most folks in this situation are single, either to begin with or lost children).
- Concerns regarding serving mixed status households where parents/guardians may be undocumented.

**[DRAFT FOR CITY REVIEW]**  
**City of Santa Clara**  
**HOME-ARP Allocation Plan**

## **1. Consultation Process**

HUD requires each participating jurisdiction to consult with agencies and service providers whose clientele include the HOME-ARP qualifying populations. HUD also requires that each participating jurisdiction provide opportunities for the public to comment on the proposed plan, including the amount of HOME-ARP funds that will be received and the range of activities that the City may undertake. The City of Santa Clara consulted with multiple entities involved in addressing homelessness and service provision to develop the following allocation plan.

The City consulted with the Santa Clara County Continuum of Care (CoC) Board, along with other cities within the CoC's jurisdiction, regarding its HOME ARP Allocation Plan on March 28, 2022. The City also held a virtual focus group for local service providers on July 20, 2022 as part of the local planning process which included representatives from Bill Wilson Center, which provides housing, shelter and services to youth experiencing homelessness, Silicon Valley Independent Living Center, which serves and advocates for the needs of people with disabilities, and the McKinney-Vento Homeless Education Liaison from Santa Clara Unified School District.

The City solicited feedback from the following groups during virtual one on one interviews from December 2022 - February 2023:

- Santa Clara County Housing Authority (December 21, 2022)
- Santa Clara Unified School District (January 26, 2023)
- Domestic violence service providers: Next Door (January 31, 2023)
- Law Foundation of Silicon Valley (February 2, 2023)

Additionally, the City reached out to agencies serving veterans experiencing homelessness including Nation's Finest, which provides housing, case management and services and the Health Care for Homeless Veterans (HCHV) Team at the Veterans Administration and received feedback via email from the HCHV team.

*List of organizations consulted:*

<b>Agency/Org Consulted</b>	<b>Type of Agency/Org</b>	<b>Method of Consultation</b>	<b>Feedback</b>
<b>Santa Clara Unified School District – McKinney Vento Liaisons</b>	Public, Education, addresses needs of qualifying populations	Virtual Interview Virtual Focus Group	Notes from the virtual meeting are included in Appendix A.
<b>Santa Clara County Housing Authority</b>	Public, addresses needs of qualifying populations, PHA	Virtual Interview	Notes from the virtual meeting are included in Appendix A.
<b>Bill Wilson Center</b>	Nonprofit, Youth Housing and Services Provider, addresses needs of qualifying populations	Virtual Focus Group	Notes from the virtual meeting are included in Appendix A.
<b>Santa Clara CoC Board</b>	CoC serving the jurisdiction’s geographical area	Virtual Meeting	Notes from the virtual meeting are included in Appendix A.
<b>Silicon Valley Independent Living Center</b>	Nonprofit Services Provider, addresses needs of qualifying populations including people with disabilities	Virtual Focus Group	Notes from the virtual meeting are included in Appendix A.
<b>Nation’s Finest</b>	Nonprofit, Housing and Services Provider, addresses needs of qualifying populations including veterans	Email request for information	No response given at the time of publication of the draft allocation plan. Will continue to follow up.
<b>Veterans Administration, Health Care for Homeless Veterans Team</b>	Public, Veterans Affairs Agency, addresses needs of qualifying populations including veterans	Email Request for Information	Notes from the virtual meeting are included in Appendix A.
<b>Law Foundation of Silicon Valley</b>	Nonprofit, addresses fair housing, civil rights, and the needs of persons with disabilities.	Virtual Interview	Email response included in Appendix A.

<b>Community Solutions</b>	Nonprofit Services Provider, addresses needs of qualifying populations including persons fleeing or attempting to flee domestic violence	Virtual Interview	Notes from the virtual meeting are included in Appendix A.
<b>YWCA</b>	Nonprofit Housing and Services Provider, addresses needs of qualifying populations including persons fleeing or attempting to flee domestic violence	Virtual Interview	Notes from the virtual meeting are included in Appendix A.
<b>Next Door</b>	Nonprofit Services Provider, addresses needs of qualifying populations including persons fleeing or attempting to flee domestic violence	Virtual Interview	Notes from the virtual meeting are included in Appendix A.

***Summary of feedback received and results of upfront consultation with these entities:***

Across the various service providers and stakeholders consulted, housing affordability and a lack of available affordable housing were common themes. The high cost of housing in the City and regionally was seen as a key challenge and driver of homelessness and housing instability. More immediately, a lack of shelter located in the city and a lack of resources located in, or dedicated specifically to, City of Santa Clara residents was also highlighted. Below is a more detailed summary of specific feedback raised by stakeholders consulted for this plan:

Homeless Service Providers: Homeless service providers in the City highlighted the cost of housing as the greatest issue in the community, as well as the lack of development of affordable housing. Providers highlighted multiple services that are currently helpful within the City, such as the City's TBRA program, COVID-related emergency rental assistance, and intensive case management services. Additionally, Santa Clara Unified School District (SCUSD) partners with Bill Wilson Center to distribute resources to children and families. Service providers called out mental health services, available and adequately staffed safe parking sites, shelters, street outreach, and temporary housing as current service needs.

Domestic Violence Service Providers: Service providers identified domestic violence as a major cause of homelessness in the community. Survivors face challenges with obtaining, maintaining,



and affording housing including bad credit and low income, in addition to the trauma caused by abuse. Next Door, one of the local service providers, provides targeted services for survivors, such as shelter with confidential services and locations, connections to legal services specific to survivor needs (e.g. filing restraining orders, assistance with family court, helping clients interact with law enforcement), support groups and therapy, however, additional resources are needed.

Veterans' Groups: The largest needs identified by the Veterans Administration are housing for aging veterans who are unable to live independently and housing for veterans with criminal histories. Criminal histories, specifically status on the state's 290 sex offender registry was highlighted as a barrier to participating in voucher programs. The VA currently operates Health Care for Homeless Veterans Programs (HCHV/Emergency Shelter beds), Grant-Per-Diem (Transitional Housing), HUD-VASH (Permanent housing through PBV/Housing Choice Vouchers), and Supportive Services for Veteran Families (SSVF) (Rapid Rehousing, Shallow Subsidy, Temporary Financial Assistance and Emergency Housing Assistance).

Public Housing Authority: The Santa Clara County Housing Authority currently holds more than 17,000 Housing Choice Vouchers but there are 34,000 people currently on the interest list, indicating a widespread need for rental assistance. New voucher resources were obtained this year, such as HUD-VASH vouchers and vouchers for families who are disabled and homeless. The primary obstacle for putting vouchers to use is a lack of units and landlord resistance to taking vouchers. The Housing Authority currently contracts with Abode Services, a local nonprofit service provider, to assist people obtaining vouchers in their housing search.

Public or private organizations that address fair housing, civil rights, and the needs of persons with disabilities: These organizations highlighted the need for development of affordable housing with funding for supportive services, specifically for community members with disabilities and behavioral health issues. There is a lack of continuity in support when people are experiencing a mental health crisis, namely with regards to discharge planning from hospitals and medical facilities. There is a need for accessible housing combined with supportive services to allow people experiencing homelessness to stabilize over time.

## **2. Public Participation**

In addition to the stakeholder consultation described above, the City provided a variety of opportunities for public participation in development of this Allocation Plan. As part of a broader local homelessness response planning process, which included hosting a series of virtual public meetings in April through October 2022, the City provided multiple venues for members of the public to provide input on funding priorities that informed development of this allocation plan. The local planning process is described in more detail below.

In addition to the local planning process, public hearings and comment periods specific to the HOME ARP allocation plan included:

- The City of Santa Clara’s draft HOME ARP Allocation Plan was made available for public comment on the City’s website March 3, 2023.
- The City notified the public of the publication of the draft HOME ARP Allocation Plan by via its webpage, stakeholder emails, and social media.
- The City held a public hearing on the HOME ARP Allocation Plan on March 21, 2023.

***Efforts to broaden public participation:***

The City encouraged public participation through email and virtual community meetings as part of their homelessness strategic planning process. Feedback was gathered from community members over a period of six months in 2022. The community engagement process included outreach to many sectors throughout the City, including community members, people with lived experience of homelessness, businesses, service providers, and City staff. This community engagement process included an opportunity for members of the public to participate in a focus group on homelessness and a virtual community forum open to all members of the public for participation. The City also accepted public comment via email and during the community forum.

The following opportunities to provide feedback were also provided:

- Survey of the business community on how homelessness has impacted their businesses and employees with 276 respondents;
- 12 interviews with people with lived experience of homelessness; and
- 6 Homelessness Taskforce Meetings open to the public.
- Received 10 public comments via email
- Posted proposed strategies framework to reduce homelessness and its impacts on City website for public comment, receiving 40+ emails from the public.
- Presented proposed strategies framework to City Council at a study session open to the public and received public comment.

Additionally, the City utilized a 15 day comment period for the HOME ARP allocation plan. The plan was available for the public to access on the City’s website.

***Summary of the comments and recommendations received through the public participation process either in writing, or orally at a public hearing:***

Enter narrative response here.

***Summary of any comments or recommendations not accepted and state the reasons why:***

Enter narrative response here.

### **3. Needs Assessment and Gaps Analysis**

***Homeless as defined in 24 CFR 91.5***

A sheltered and unsheltered Point in Time Census and Survey (PIT Count) was conducted across Santa Clara County on February 23-24, 2022. The PIT Count includes basic enumeration of sheltered and unsheltered individuals for each city jurisdiction, which provides a snapshot of individuals experiencing homelessness within the borders of the City of Santa Clara in late February 2022.

<b>2022 Point in Time Count, City of Santa Clara</b>	
Unsheltered Individuals	375 (85%)
Sheltered Individuals	65 (15%)
<b>Total Individuals</b>	<b>440</b>

The Santa Clara County CoC's Homeless Management Information System (HMIS) offers a more detailed picture of the size and characteristics of the unhoused population. To align with the 24 C.F.R. 91.5 definition of homelessness, the HMIS data below includes a deduplicated set of individuals who took a Coordinated Entry System assessment within calendar year 2021 (indicating they were unhoused and in need of assistance), or were enrolled in street outreach, emergency shelter, or transitional housing at any point in calendar year 2021.<sup>1</sup>

Based on responses to specific questions on the local Coordinated Entry System assessment, HMIS data can be further filtered to identify individuals experiencing homelessness who have a connection or affiliation to the City of Santa Clara, including any of the following:

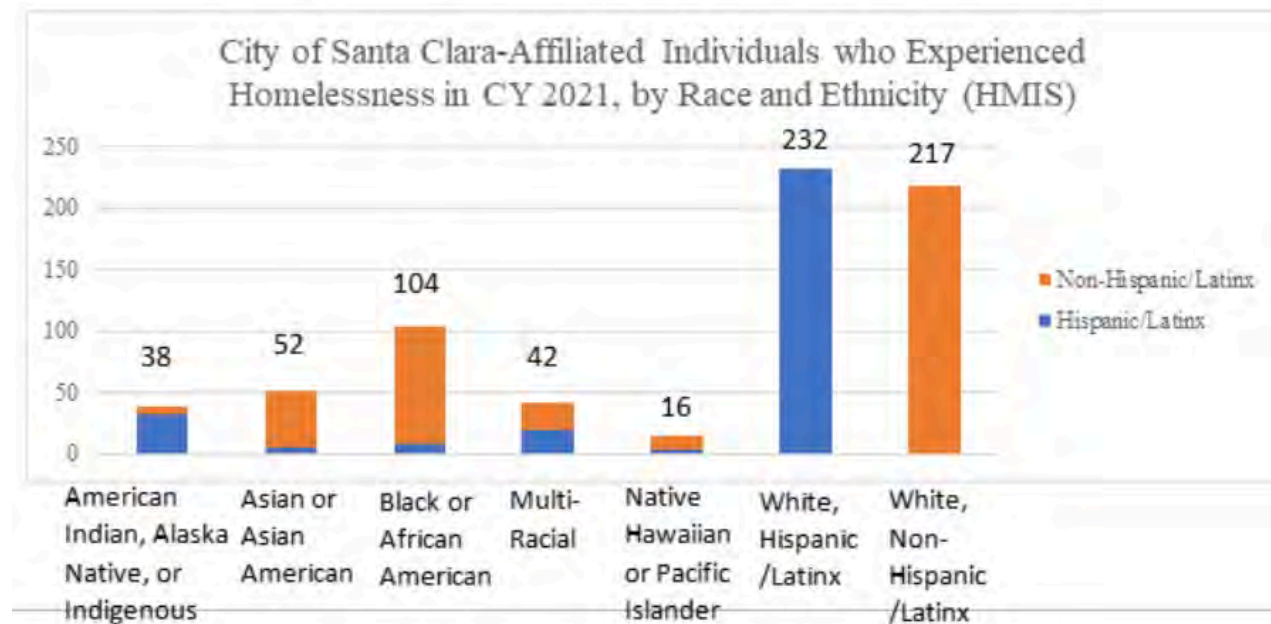
- 1) Currently lives in the city;
- 2) Lived in the city immediately prior to losing housing;
- 3) Works or attends school in the city; or
- 4) Spends most of their time in the city.

The table below summarizes key characteristics of the population identified in HMIS as experiencing homelessness who also have a connection to the City of Santa Clara:

<b>City of Santa Clara-Affiliated Individuals who Experienced Homelessness in CY 2021 (HMIS)</b>	
<b>Total</b>	<b>769</b>
Youth and Young Adults (aged 0-24)	132 (17%)
Older Adults (aged 55+)	231 (30%)
With a Disability	453 (59%)
Met the Definition of "Chronically Homeless"	384 (50%)
With Experience of Domestic Violence	264 (34%)

Veterans	43 (6%)
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Demographic information collected in HMIS illustrates the racial and ethnic makeup of this population. Of 769 individuals, 352 (46%) identified as Hispanic or Latinx. The chart below breaks down each response category for race by ethnicity response (Hispanic/Latinx or Non-Hispanic/Non-Latinx). The response category “White” is displayed in two separate bars, broken out by ethnicity response, due to the relatively high number of individuals identifying as White.



The majority (79%) of City of Santa Clara-affiliated households experiencing homelessness are households without children.

City of Santa Clara-Affiliated Households who Experienced Homelessness in CY 2021, by Household Type (HMIS)	
Single Adult Households	520
Families with Children under 18	137
Multiple-Adult Households	19
Unaccompanied Children under 18	10

The HMIS data summarized above generally aligns with qualitative information gathered through the consultation process. Multiple housing and service providers, as well as people with lived experience of homelessness, highlighted physical and behavioral health conditions and histories of domestic violence as common experiences among the population experiencing homelessness. Service providers also highlighted older adults as a growing population. While

gaps in housing and services for families with children were identified (see Unmet Housing and Service Needs of Qualifying Populations), the service provider community generally identified that the majority of people experiencing homelessness are adults without children in their household.

McKinney-Vento data<sup>2</sup> reported by the Santa Clara Unified School District (SCUSD) provides a third data source to illustrate some unique characteristics of school-aged children, and their families, experiencing homelessness. Based on data for the 2020-2021 school year, 127 students in grades K-12 were identified as experiencing homelessness. Of those 127 students, 66% were Hispanic or Latinx, 31% were identified as English Learners, and 25% had one or more disability. During the consultation process, the SCUSD McKinney-Vento Liaison identified specific unmet housing, shelter, and service needs for Spanish speaking students and students in need of behavioral health services.

### ***At Risk of Homelessness as defined in 24 CFR 91.5***

The Final HOME-ARP Implementation Notice defines “At Risk of Homelessness” to include households or individuals who:

1. Have an annual income below 30% of median family income;
2. Do not have the resources or support networks necessary to prevent them from losing their housing; and
3. Meet at least one additional listed condition demonstrating housing instability.

Several data sources are available to illustrate the scope and characteristics of this qualifying population. The Comprehensive Housing Affordability Strategy (CHAS)<sup>3</sup> website provides information, based on American Community Survey data for 2015-2019, about household income cross-referenced with housing characteristics. CHAS data for the City of Santa Clara identifies 5,260 households with annual income at or below 30% of HUD Area Median Family Income who have one or more “housing problems,”<sup>4</sup> which indicate housing instability.

The Santa Clara County CoC has a countywide Homelessness Prevention System (HPS) available to all county residents, regardless of geographic location. Eligibility for HPS services requires household income at or below 80% of Area Median Income, expected housing loss within 14 days or an unsafe housing situation, and an assessment score demonstrating a high risk of housing loss. In addition to the HPS, there are a number of smaller programs that provide prevention services within the City of Santa Clara. While the eligibility criteria for the community’s homelessness prevention resources do not precisely mirror the HOME ARP definition of “At Risk,” they likely serve a very similar population. The table below summarizes the characteristics of households who sought out and received support for acute housing instability.

<b>City of Santa Clara-Affiliated Individuals who Received Homelessness Prevention Assistance in CY 2021 (HMIS)</b>	
Disability	51 (25%)
Physical Disability	25 (12%)
Behavioral Health Condition	29 (14%)
Experience of Domestic Violence	27 (13%)
Veterans	8 (4%)
<b>Total</b>	<b>206</b>

***Fleeing, or Attempting to Flee, Domestic Violence, Dating Violence, Sexual Assault, Stalking, or Human Trafficking, as defined by HUD in the Notice***

HMIS data for calendar year 2021 shows a total of 82 individuals with a connection to the City of Santa Clara who reported that they were fleeing domestic violence. The majority (76%) of these individuals were women, and 70% of households were adults without children. Based on data from local providers who specialize in housing and services for people fleeing domestic violence, dating violence, sexual assault, stalking, and human trafficking, the population of people fleeing in the City of Santa Clara over the course of a year is between 175 and 322.<sup>1</sup> The relatively low representation of people who are fleeing in HMIS indicates that this population is more likely to seek support and/or share their experience of fleeing with specialized providers.

California state-wide data on human trafficking from the National Human Trafficking Hotline<sup>5</sup> indicates 1,334 identified cases of human trafficking involving 2,122 survivors. Of those cases, 1,023 were related to sex trafficking, 131 were related to labor trafficking, and 63 cases involved both sex and labor trafficking. For cases statewide in which demographic information was collected, 86% were female and 80% were adults 18 or older.

Local service providers for people who are fleeing domestic violence, sexual assault, and human trafficking report that housing instability and housing loss are extremely common for this population. Many survivors have experienced financial abuse, leading to poor credit, low or no income, and lack of employment history. In many cases, the person who is causing the harm is more financially stable than the person attempting to flee, so separating from an unsafe situation is often the primary cause of housing loss. When a perpetrator of violence is removed from the home, that may result in a loss of household income that leads to housing loss. Past evictions that resulted from violence in the home can be a barrier to survivors applying for housing after fleeing.

In addition to the economic impacts above, providers identified common medical and legal experiences among this population. People who are fleeing violence and exploitation carry unique trauma and other emotional wounds that require competent and compassionate behavioral health care. Many survivors are also in need of legal protective orders, help obtaining or keeping

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<sup>1</sup> Data was provided by the two Victim Service Providers (VSPs) that serve that largest numbers of people connected to the City of Santa Clara. Each VSP provided a deduplicated number of people served over a one-year period: Next Door Solutions to Domestic Violence served 175 individuals, and the YWCA Silicon Valley served 147. These two client populations could not be deduplicated against each other due to data privacy and safety rules.

custody of children, or, particularly in the case of those fleeing trafficking, immigration or asylum support.

***Other populations requiring services or housing assistance to prevent homelessness and other populations at greatest risk of housing instability, as defined by HUD in the Notice***

The Final HOME-ARP Implementation Notice defines this qualifying population to include households or individuals who:

4. Previously experienced homelessness, found housing with support from “emergency or temporary assistance,” and now need further assistance or services to remain housed;
5. Have an annual income at 30% of Area Median Income (AMI) or lower and pays more than 50% of income toward housing costs; or
6. Has an annual income at 50% of AMI or lower and has at least one other sign of housing instability.

The community’s HMIS database is able to identify individuals who have enrolled in a shelter or housing program for people experiencing homelessness, regained housing and exited the program, and re-appear in HMIS within 2 years. Among individuals who regained housing in 2019, 45 individuals with a connection to the City of Santa Clara returned to homelessness within 2 years. This number is included in the table below as an annual estimate of households who were housed with temporary assistance and need additional support to remain housed.

HMIS data provides some insight into the characteristics of this population, with the caveat that a data set of this size may not be representative. Notable demographic characteristics include the following:

- Almost half of the individuals who returned to homelessness (22 of 45) were originally served by and exited from emergency shelter, as opposed to transitional housing, a permanent housing program, or street outreach.
- Among the 45 individuals who returned to homelessness, a disproportionate 27% identified as Black, African American, or African, as compared to 14% of the overall homeless population with connections to the City of Santa Clara.
- The age ranges with the highest rates of return to homelessness were ages 18-24 (60% of youth who were housed returned to homelessness), ages 45 to 54 (47% returned), and ages 55 to 64 (32% returned).

The table below combines HMIS data on returns to homelessness with CHAS data for the City of Santa Clara to estimate a total number of people within this qualifying population.

<b>Segment of Qualify Population</b>	<b>Estimate</b>
Annual estimate of households who were housed with temporary assistance and need additional support to remain housed (HMIS)	45
Annual income 30% HUD Area Median Family Income (HAMFI) or lower and cost burden >50%	4,230
Annual income 30-50% HAMFI and one or more housing problems	3,850
<b>Total</b>	<b>8,125</b>

***Identify and consider the current resources available to assist qualifying populations, including congregate and non-congregate shelter units, supportive services, TBRA, and affordable and permanent supportive rental housing (Optional):***

Resources targeted to people living in or connected to the City of Santa Clara include the following:

- A total of 276 ELI units and 859 VLI units are currently operating in Santa Clara with a pipeline of 71 ELI units and 90 VLI units;
- A HOME-funded Tenant Based Rental Assistance program currently serves approximately 40-50 households per year who are experiencing homelessness, fleeing domestic violence, or at risk of homelessness who live, work, or have children enrolled in school in the City of Santa Clara;
- Weekly mobile shower and laundry services;
- Education, counseling, mediation, and fair housing supports for tenants; and
- Supportive services for survivors of domestic violence.

This list does not cover all resources available to assist qualifying populations within the city. The Housing Inventory Count (HIC) for the Santa Clara County CoC identifies the emergency shelter, transitional housing, and permanent housing capacity located within the City of Santa Clara for people experiencing homelessness. The resources in the table below are located within the city and are available to city residents experiencing homelessness; however, very little of this capacity is set-aside for city residents or those with a connection to the city.

<b>Resource Type</b>	<b>2021 Housing Inventory Count (HIC) Beds Located in the City of Santa Clara</b>
Emergency Shelter	10
Transitional Housing	65
Rapid Rehousing	151
Permanent Supportive Housing	101
Other Permanent Housing	126
<b>Total</b>	<b>453</b>

At the same time, people within the City of Santa Clara are able to access resources located across the County of Santa Clara through the Here4You emergency shelter hotline and through the countywide Coordinated Entry System. The table below shows all HMIS enrollments in emergency shelter, housing programs, or homelessness prevention by people connected to the City of Santa Clara, regardless of the physical location of the program.



<b>Program Type</b>	<b>Number of People with a Connection to the City of Santa Clara with an Enrollment in CY 2021 (HMIS)</b>
Emergency Shelter	347
Transitional Housing	41
Rapid Rehousing	230
Permanent Supportive Housing	166
Homelessness Prevention	206

***Describe the unmet housing and service needs of qualifying populations:***

***Homeless as defined in 24 CFR 91.5***

Input provided by multiple service providers, local government, lived experience, and other partners through the consultation process, as well as HIC, PIT, and HMIS data, highlighted unmet housing and service needs for people experiencing homelessness.

**People Experiencing Unsheltered Homelessness**

Based on the 2022 PIT Count, 85% of the population experiencing homelessness within the city are unsheltered. While people in the City of Santa Clara are eligible to access shelter countywide, only 10 shelter beds are available within the city itself, and those beds are youth-dedicated. People with lived experience of homelessness as well as local government and service provider partners identified a need for emergency shelter that keeps people close to local schools, jobs, and home communities. Partners also identified proactive street outreach as a clear services gap. There is no proactive, housing-focused street outreach within the city, which limits the opportunities for assessment, service connections, basic needs support, and trust building with unsheltered individuals.

One of the most frequently identified unmet needs for people living outside or in vehicles was accessible behavioral health care. HMIS data indicates that over half of the people experiencing homelessness in the city have a disability, which includes individuals with behavioral health conditions as well as physical and developmental disabilities. Additionally, half of those recorded in HMIS are experiencing chronic homelessness, which entails long episodes of homelessness that often result in trauma and other health impacts. People with experience being unsheltered and local provider partners noted that accessing and staying connected to behavioral health care can be challenging. Partners also identified a need for behavioral health crisis response that does not rely on police as first responders.

Basic hygiene and sanitation supports were also identified as a need for the unsheltered population within the city. Shower and laundry services help individuals maintain dignity, avoid or manage health complications, and access education and employment. Services for sanitation and hygiene, including shower and laundry as well as trash pickup, are provided through the City of Santa Clara; however, the scale of those services is not yet sufficient to address the need.

### Affordable and Supportive Housing

The primary unmet need for people experiencing homelessness across the county is access to housing they can afford, with the services and resources they need to remain stably housed. Based on new Coordinated Entry System assessments for people with a connection to the City of Santa Clara across a 20-month period, 48% were identified as needing some time-limited housing assistance with case management (such as rapid rehousing), and 40% were identified as needing long-term or permanent housing assistance with case management (permanent supportive housing). In response to the countywide PIT Count survey in 2022, the top five most commonly reported obstacles to obtaining housing were:

- Can't Afford Rent;
- No Job/Income;
- No Housing Available;
- No Money for Moving Costs; and
- Housing Process Too Difficult

Input from providers, people with lived experience, and local government partners during the HOME ARP consultation process aligns with the countywide PIT Count data. Households struggle with high rents, lack of income, and low housing availability in the community. People report frustration and disengagement when they enter the countywide Coordinated Entry System only to wait long periods for supportive housing resources to become available.

In addition to a need for financial assistance with housing costs, case management and targeted services are essential for many households to rebuild health and stability. Specific needs identified through consultation with service providers and people with lived experience include medical and behavioral health care, education and employment support, domestic violence advocacy, and services targeted to seniors and youth.

### ***At Risk of Homelessness as defined in 24 CFR 91.5***

The 2022 countywide PIT Count survey reports the following most common responses to the question “What may have prevented [your] homelessness?”

- Rent/Mortgage Assistance;
- Employment Assistance;
- Alcohol/Drug Counseling;
- Mental Health Services; and
- Help Accessing Benefits.

These responses give insight into some of the needs of people at imminent risk of homelessness. One third of people surveyed, countywide, identified assistance with housing costs (rent or mortgage) as something that might have prevented their homelessness, and two of the other top responses relate to employment or income.

Based on countywide Homelessness Prevention System data, the most common reason for seeking Homelessness Prevention System assistance is loss or reduction of income (45% of

households served). Households enrolled in homelessness prevention need an average of \$5,394 in financial assistance, along with case management support, to avoid housing loss.

Both the PIT and the Homelessness Prevention System data align with input from local stakeholders who identified high housing costs and low or fixed incomes as key risk factors for housing loss. As for people within the homeless qualifying population, long-term housing stability for people at imminent risk of homelessness is best supported by access to affordable housing and/or financial assistance with housing costs, along with services and resources to meet targeted needs such as employment, education, and medical and behavioral healthcare.

***Fleeing, or Attempting to Flee, Domestic Violence, Dating Violence, Sexual Assault, Stalking, or Human Trafficking, as defined by HUD in the Notice***

Individuals and families who are fleeing violence face many of the same challenges as those described above for Homeless and At Risk qualifying populations. This section will focus on the unique needs of this qualifying population.

While housing and supportive services are available to people who are fleeing within the City of Santa Clara, the volume of resources does not meet the demand, and the remaining unmet need is significant. Given the unique nature of the experience of fleeing violence or exploitation, specialized services and specifically trained providers are essential. All households who are fleeing need some level of risk assessment, safety planning, and protection of personal information by providers who understand best practices in each of those areas. Legal services are a common need for people who are fleeing and range from eviction prevention, restraining orders, and child custody, to criminal defense when survivors are wrongfully arrested in cases of abuse. Therapy and support groups for family members of all ages can be an essential component of the healing process and are most effective when targeted to the unique experiences of this population.

In a housing market that already creates high barriers for low-income renters, providers report that people who are fleeing violence and exploitation face additional challenges. This population often needs additional support with housing search and applications to overcome poor credit, lack of or poor rental history, and lack of income and employment history, all of which are common results of financial abuse.

***Other populations requiring services or housing assistance to prevent homelessness and other populations at greatest risk of housing instability as defined by HUD in the Notice***

For the many individuals and families facing housing instability in the City of Santa Clara, affordable housing is a primary need. The Santa Clara County Housing Authority indicated during consultation that its interest list is at approximately 34,000 people countywide, which is nearly double the number of housing vouchers in the county. For households with Housing Choice Vouchers, the primary obstacle to housing stability is a lack of available units. Service

providers and the Santa Clara Unified School District McKinney-Vento liaison report that many households with children are living in overcrowded situations to reduce housing costs.

Housing affordability involves several factors, including household income, housing costs, housing availability, and other essential expenses (e.g. healthcare, food, transportation, and childcare). Often, risk of housing instability comes with a cluster of needs, such as access to childcare, employment opportunities, affordable medical or behavioral health care, legal services to protect tenancy, domestic violence advocacy, or other targeted supports, which accompany the underlying need to lower housing costs and/or increase income.

***Identify any gaps within the current shelter and housing inventory as well as the service delivery system:***

#### Low-Income to Extremely Low-Income Affordable Housing

The table below uses Comprehensive Housing Affordability Strategy (CHAS) data to estimate the need for housing that is affordable to low-income, very low-income, and extremely low-income households. This approach estimates need based on the number of households who are housing cost burdened, indicating that they cannot afford their current housing.

	<b>Population within the City of Santa Clara</b>	<b>Number who are Cost Burdened (&gt;30% of income on housing)</b>
Low-Income (50-80% of HAMFI)	4,995	<b>2,675</b>
Very Low-Income (30-50% of HAMFI)	5,145	<b>3,640</b>
Extremely Low Income (<30% of HAMFI)	6,145	<b>5,225</b>

The Regional Housing Needs Allocation (RHNA) provides an alternative, forward-looking estimate of affordable housing need. The RHNA is a process mandated by the State of California to identify patterns and scale of housing development necessary to meet the current and future needs of California residents. RHNA targets are set for each jurisdiction based on data about housing stock, population characteristics, and other geographic and economic factors. These targets are set for 9-year periods and do not represent current need; however, they are an important measure of the need for affordable housing development over time.

The final RHNA Allocations for 2023-2031<sup>6</sup> set the following targets for housing development affordable to Low and Very Low Income households:

<b>2023-2031 RHNA Targets for City of Santa Clara<sup>7</sup></b>	
Very Low Income (<50% of AMI)	2,872
Low Income (50-80% of AMI)	1,653
<b>Total</b>	<b>4,525</b>

### Increased Supportive Housing Capacity

The table below combines data sources to estimate resource gaps for emergency shelter and supportive housing within the City of Santa Clara. This analysis takes into account several pieces of context:

1. There is a need for increased supportive housing capacity within city borders, to allow residents to stay connected to their community.
2. Countywide resources will continue to be available and utilized by people affiliated with the City of Santa Clara. This means that the estimate gap may not be filled entirely by resources located within the city.
3. The majority of households will need some form of supportive housing (financial assistance with housing costs plus case management) in order to end their homelessness.

Type of Resource	City-Affiliated Population (HMIS)	Expected Need Based on Historical Coordinated Entry System Data	Beds in the City of Santa Clara	Estimated Gap
Transitional Housing	769	369	65	153
Rapid Rehousing			151	
Permanent Supportive Housing		308	101	308 (low turnover is expected in existing PSH)

### Emergency Shelter Located within the City of Santa Clara

PIT Count data identified 375 unsheltered individuals in the city limits, which points to a sizeable unmet need for safe places to sleep inside. With only ten emergency shelter beds located within the city, those experiencing homelessness must travel outside of their home community to access shelter. This clearly highlights a gap in the emergency shelter system for people connected to the City of Santa Clara.

### Proactive Street Outreach

There is no proactive street outreach that covers any geographic area within the City of Santa Clara. Outreach by the City of Santa Clara Police Department Community Response Team and County behavioral health crisis outreach is on-call and responsive to crises. The Community Response Team, which is responsible for nearly all of the outreach activities within the city, is not able to conduct Coordinated Entry System assessments to connect individuals to supportive housing opportunities. Regular street outreach by dedicated housing-focused teams promotes the

relationship building needed to effectively connect individuals to services and build pathways to housing stability.

### Targeted Supportive Services

Input from partners obtained through the consultation process illustrates the diversity of the experience of homelessness in the City of Santa Clara. There is not a single experience of homelessness or set of housing and service needs that applies to all individuals, and different partners identified different gaps in available services. The following gaps were specifically identified by one or more partner:

- Services for survivors and people fleeing domestic violence, dating violence, sexual assault, stalking, or human trafficking;
- Behavioral health crisis response;
- Substance use treatment;
- Employment training and paid work experience;
- Services to support youth and young adults aged 24 and younger;
- Services to support older adults aged 55 and older.

Based on local data and the frequency of feedback during consultation, behavioral health services and services for survivors and people fleeing domestic violence, dating violence, sexual assault, stalking or human trafficking are the largest targeted service gaps in terms of population and demand.

***Under Section IV.4.2.ii.G of the HOME-ARP Notice, a PJ may provide additional characteristics associated with instability and increased risk of homelessness in their HOME-ARP allocation plan. These characteristics will further refine the definition of “other populations” that are “At Greatest Risk of Housing Instability,” as established in the HOME-ARP Notice. If including these characteristics, identify them here:***

Santa Clara is not proposing any additional characteristics associated with instability and increased risk of homelessness.

### ***Identify priority needs for qualifying populations:***

Based on available PIT, HMIS, HIC, and housing affordability data and consultation with a range of community partners, the following are priority needs for the HOME ARP qualifying populations:

- Increased affordable housing capacity within the city;
- Increased supportive housing capacity (including rental assistance and supportive services);
- Emergency shelter located within the city;
- Pro-active street outreach within the city; and

- Targeted supportive services for people with experience of domestic violence and people with behavioral health needs.

There are current efforts underway to address some of these needs. For example, two new locally-funded affordable housing developments are scheduled to open in 2023, and State funding for supportive housing developments is in various stages of planning and implementation. A separate City of Santa Clara strategic planning process has identified many of the same priority needs, and resources will need to be strategically identified to best fill these resource gaps.

***Explain how the PJ determined the level of need and gaps in the PJ's shelter and housing inventory and service delivery systems based on the data presented in the plan:***

As described above, this section estimates levels of need and identifies system gaps based on available data, including HMIS, PIT, CHAS, and individual provider data, as well as qualitative information provided by local partners through the HOME ARP consultation process. There are significant unmet needs for all four qualifying populations.

Common across all qualifying populations is a need for affordable and supportive housing. This cross-cutting need includes both affordable physical units and programs that provide rental assistance, case management, and housing search supports. Given the size of the HOME ARP allocation, as well as the availability of other funding sources for affordable housing development, HOME ARP is most effectively leveraged to address rental assistance and housing-focused supportive service needs. (See description of unmet need for all qualifying populations.)

Consultation with local service providers clearly illustrated the unmet needs of people fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking. While core needs for housing assistance and case management are shared across qualifying populations, the needs of this specific subpopulation can best be met through targeted supports provided by an experienced victim service providers. (See description of unmet need for people fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking.)

#### **4. HOME-ARP Activities**

The City of Santa Clara Housing and Community Services Division released a Notice of Funding Availability (NOFA) that solicited applications from service providers to administer eligible activities using Community Development Block Grant (CDBG), HOME Investment Partnership (HOME), and HOME-ARP funding. The NOFA was released in January 2023, with the

application closing in February 2023. Applications were accepted for a one-year or two-year funding cycle which covers FY 2023-24 and 2024-25, and interested eligible parties were encouraged to submit proposals for both fiscal years.

***Describe whether the PJ will administer eligible activities directly:***

The City of Santa Clara Housing and Community Services Division will not directly administer the HOME-ARP activities beyond program administration and planning and no subrecipients or contractors are responsible for program administration and planning on behalf of the City.

***If any portion of the PJ's HOME-ARP administrative funds are provided to a subrecipient or contractor prior to HUD's acceptance of the HOME-ARP allocation plan because the subrecipient or contractor is responsible for the administration of the PJ's entire HOME-ARP grant, identify the subrecipient or contractor and describe its role and responsibilities in administering all of the PJ's HOME-ARP program:***

Not Applicable.

**Use of HOME-ARP Funding**

	<b>Funding Amount</b>	<b>Percent of the Grant</b>	<b>Statutory Limit</b>
Supportive Services	\$477,117		
Acquisition and Development of Non-Congregate Shelters	\$ N/A		
Tenant Based Rental Assistance (TBRA)	\$ 886,372		
Development of Affordable Rental Housing	\$ N/A		
Non-Profit Operating	\$ N/A	0 %	5%
Non-Profit Capacity Building	\$ N/A	0 %	5%
Administration and Planning	\$ 240,616	15 %	15%
<b>Total HOME ARP Allocation</b>	<b>\$ 1,604,104</b>		

***Describe how the PJ will distribute HOME-ARP funds in accordance with its priority needs identified in its needs assessment and gap analysis:***

The City currently funds a Tenant Based Rental Assistance (TBRA) program through its annual HOME allocation, and the consultation process demonstrated the need for additional dollars to fund case management services for people in the existing TBRA program, as HOME dollars cannot be used to fund supportive services. As noted in the data and gaps analysis section, the majority of households need case management in addition to financial assistance with housing costs in order to prevent or end their homelessness. This plan allocates \$1,303,488 to expand supportive services and rental assistance dollars in the TBRA program that will serve all



qualifying populations. A provider will be identified through the request for proposals process described above.

The consultation process with partners and the community identified a need for funding for homelessness prevention services for persons fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking or human trafficking. This plan allocates \$30,000 per year for two years to providing these services. A provider will be identified through a request for proposals process.

This plan allocates \$240,616 towards the administration and planning functions of the HOME-ARP funds at near the statutory limit.

***Describe how the characteristics of the shelter and housing inventory, service delivery system, and the needs identified in the gap analysis provided a rationale for the plan to fund eligible activities:***

The needs assessment identified a high level of need across various eligible activities, including a need for more affordable rental housing, shelter, rental assistance, and supportive services. However, the amount of funding allocated to the City of \$1.7 million dollars is not enough to meet all of the needs of our community. As a result, based on the needs identified and the funds available, the City determined the most impactful use of this funding would be to provide additional TBRA and supportive services to support additional residents until they are able to afford permanent housing.

Given the high costs of developing housing in the Bay Area, the City determined that while affordable housing inventory was identified as a gap during the needs assessment, sources of funding such as our County's Measure A Affordable Housing Bond are better suited for affordable housing development than the HOME-ARP allocation. Similarly, while the need for additional non-congregate shelter capacity within the City was identified in the gaps analysis, the City would need significant additional funding beyond the HOME ARP allocation to develop and operate a shelter site. For these reasons, the City believes using HOME ARP funding for supportive services and to expand their existing TBRA program will allow for an immediate impact on the qualifying populations that can be sustained beyond the HOME ARP funding period.

## **5. HOME-ARP Production Housing Goals**

***Estimate the number of affordable rental housing units for qualifying populations that the PJ will produce or support with its HOME-ARP allocation:***

Not Applicable.

***Describe the specific affordable rental housing production goal that the PJ hopes to achieve and describe how the production goal will address the PJ's priority needs:***

Not Applicable.

## **6. Preferences**

***Identify whether the PJ intends to give preference to one or more qualifying populations or a subpopulation within one or more qualifying populations for any eligible activity or project:***

Not Applicable.

***If a preference was identified, explain how the use of a preference or method of prioritization will address the unmet need or gap in benefits and services received by individuals and families in the qualifying population or subpopulation of qualifying population, consistent with the PJ's needs assessment and gap analysis:***

Not Applicable.

## **Referral Methods**

***Identify the referral methods that the PJ intends to use for its HOME-ARP projects and activities. PJ's may use multiple referral methods in its HOME-ARP program. (Optional):***

The City will not utilize coordinated entry for referrals. Each project will maintain a waiting list and eligible applicants will be selected for projects in chronological order of their position on the waiting list.

***If the PJ intends to use the coordinated entry (CE) process established by the CoC, describe whether all qualifying populations eligible for a project or activity will be included in the CE process, or the method by which all qualifying populations eligible for the project or activity will be covered. (Optional):***

Not Applicable.

***If the PJ intends to use the CE process established by the CoC, describe the method of prioritization to be used by the CE. (Optional):***

Not Applicable.

***If the PJ intends to use both a CE process established by the CoC and another referral method for a project or activity, describe any method of prioritization between the two referral methods, if any. (Optional):***

Not Applicable.

### **Limitations**

***Describe whether the PJ intends to limit eligibility for a HOME-ARP rental housing or NCS project to a particular qualifying population or specific subpopulation of a qualifying population identified in section IV.A of the Notice:***

The City does not intend to fund the acquisition or development of rental housing or non-congregate shelter and will not have any limitations on the funds allocated to Tenant Based Rental Assistance or supportive services to serve TBRA participants. However, a portion of the funds allocated to supportive services will have a limitation on eligibility (allocation of \$60,000), as these funds will be specifically intended to serve survivors of domestic violence, human trafficking, and stalking. The remainder of the supportive services (an allocation of \$417,117) will be used for those receiving HOME-ARP TBRA, which will be open to all HOME-ARP qualifying populations.

***If a PJ intends to implement a limitation, explain why the use of a limitation is necessary to address the unmet need or gap in benefits and services received by individuals and families in the qualifying population or subpopulation of qualifying population, consistent with the PJ's needs assessment and gap analysis:***

While a portion of the supportive services will be used to serve survivors of domestic violence, stalking, and human trafficking, the remaining supportive services would be open to all qualifying populations in the TBRA program. The County's HMIS data indicated that in CY 2021, 34%, or 262 of the 769 unhoused individuals with connections to the City of Santa Clara are survivors of domestic violence or trafficking. As noted in the needs assessment, the volume of housing and supportive services available to people fleeing violence or exploitation within the City of Santa Clara does not meet the need.

Supportive services must be specialized and include risk assessment, safety planning, and protection of personal information by providers who understand the unique needs of survivors. People fleeing violence and exploitation face additional challenges in finding housing and need specialized supportive services to ensure their safety and to overcome housing barriers.

Due to all the above factors, the City determined that there is a need to target a portion of the supportive services funded by HOME-ARP to survivors of domestic violence, stalking, and human trafficking, an critical unmet need in the City.

***If a limitation was identified, describe how the PJ will address the unmet needs or gaps in benefits and services of the other qualifying populations that are not included in the limitation through the use of HOME-ARP funds (i.e., through another of the PJ's HOME-ARP projects or activities):***

The City's plan allocates \$1,303,488 to fund supportive services and rental assistance dollars in a TBRA program that will serve all qualifying populations.

## **7. HOME-ARP Refinancing Guidelines**

If the PJ intends to use HOME-ARP funds to refinance existing debt secured by multifamily rental housing that is being rehabilitated with HOME-ARP funds, the PJ must state its HOME-ARP refinancing guidelines in accordance with [24 CFR 92.206\(b\)](#). The guidelines must describe the conditions under which the PJ will refinance existing debt for a HOME-ARP rental project, including:

- ***Establish a minimum level of rehabilitation per unit or a required ratio between rehabilitation and refinancing to demonstrate that rehabilitation of HOME-ARP rental housing is the primary eligible activity***  
Not Applicable.
- ***Require a review of management practices to demonstrate that disinvestment in the property has not occurred; that the long-term needs of the project can be met; and that the feasibility of serving qualified populations for the minimum compliance period can be demonstrated.***  
Not Applicable.
- ***State whether the new investment is being made to maintain current affordable units, create additional affordable units, or both.***  
Not Applicable.
- ***Specify the required compliance period, whether it is the minimum 15 years or longer.***  
Not Applicable.
- ***State that HOME-ARP funds cannot be used to refinance multifamily loans made or insured by any federal program, including CDBG.***  
Not Applicable.
- ***Other requirements in the PJ's guidelines, if applicable:***  
Not Applicable.



## Agenda Report

23-329

Agenda Date: 3/21/2023

### REPORT TO COUNCIL

#### SUBJECT

Action on Four Written Petitions (Council Policy 030), Submitted by Lee Broughman, Larry McColloch, Debbie Tryforos and Scott Filler each Requesting to Place an Agenda Item on a Future Council Meeting for Council to Discuss the Behavior of Councilmember Park at the February 7, 2023 Council Meeting

#### COUNCIL PILLAR

Enhance Community Engagement and Transparency

#### BACKGROUND

Council Policy 030 - Adding an Item on the Agenda (Attachment 1) sets forth the procedure for written petitions. Any member of the public may submit a written request raising any issue or item within the subject matter jurisdiction of the Council. Per the policy, the written request will be submitted on the agenda, in the form substantially provided by the requestor, without any staff analysis, including fiscal review, legal review and policy review. If a simple majority of the City Council supports further study of the request, then a full staff analysis shall be prepared within thirty (30) days, unless otherwise directed by the City Council.

#### DISCUSSION

The City Clerk's Office received four (4) Written Petitions on from Lee Broughman, Larry McColloch, Debbie Tryforos and Scott Filler each requesting to place an agenda item on a future council meeting for Council to discuss the behavior of Councilmember Park at the City Council meeting of February 7, 2023 in violation of Santa Clara City Council Conduct Policy, when on several occasion he made remarks directed to a member of the public (Kirk Vartan). (Attachment 2).

#### 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 an administrative activity that will not result in direct or indirect physical changes to the environment.

#### 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 report to council may be requested by contacting the City Clerk's Office at (408) 615-2220, email [clerk@santaclaraca.gov](mailto:clerk@santaclaraca.gov) <<mailto:clerk@santaclaraca.gov>> or at the public information desk at any City of Santa Clara public library.

#### ALTERNATIVES

1. Set a future Council meeting date to take action on the Written Petition received.

2. Take no action.
3. Any other City Council Action, as determined by the City Council.

RECOMMENDATION

Staff makes no recommendation.

Reviewed by: Nora Pimentel, Assistant City Clerk

Approved by: Office of the City Manager

ATTACHMENTS

1. Policy and Procedure 030 - Adding an Item on the Agenda
2. Written Petition submitted by Lee Broughman, Larry McColloch, Debbie Tryforos, and Scott Filler

**RESOLUTION NO. 20-8895**

**A RESOLUTION OF THE CITY OF SANTA CLARA,  
CALIFORNIA TO REPEAL RESOLUTION NO. 20-8809,  
AMEND COUNCIL POLICY 030 ENTITLED “ADDING AN ITEM  
ON THE AGENDA,” AND APPROVE THE COUNCIL ITEM  
REQUEST FORM**

**BE IT RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:**

**WHEREAS**, amending the policy on adding an item on the agenda to establish a clear, effective and easily understood process for members of the City Council and the public to have items within the jurisdiction of the City Council placed on a meeting agenda;

**WHEREAS**, the amended version of the Adding an Item on the Agenda policy expands on the current policy language by clearly stating that, when a written request is first considered, discussion should be limited to whether an item should be added to an agenda and a date, not the merit of the item; and,

**WHEREAS**, the amended Adding an Item on the Agenda policy, attached hereto as Attachment 1, includes a Council Item Request Form for the City Council’s use when requesting an item for inclusion on a Council meeting agenda and adds the procedure for written requests from members of the City Council.

**NOW THEREFORE, BE IT FURTHER RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:**

1. That Resolution No. 20-8809 is hereby rescinded in its entirety.
2. That amended Council Policy 030 entitled “Adding an Item on the Agenda” with the Council Item Request Form, attached hereto as Attachment 1, is hereby approved and adopted, and the City Manager is directed to number (and renumber, as appropriate) the Council Policy Manual such that they are organized in a logical fashion.

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3. 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 27<sup>TH</sup> DAY OF OCTOBER, 2020, BY THE FOLLOWING VOTE:

AYES: COUNCILORS: Chahal, Davis, Hardy, O'Neill, 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:

1. Council Policy 030 entitled "Adding an Item on the Agenda"





## **ADDING AN ITEM ON THE AGENDA**

### **PURPOSE**

To establish a clear, effective, and easily understood process for members of the City Council and the public to have items, within the jurisdiction of the City Council, placed on the City Council agenda for consideration.

### **POLICY**

#### **Members of the City Council:**

The Mayor or any individual Councilmember may submit a written request by using the Council Item Request Form to the City Manager's Office for inclusion of an item on a City Council agenda, provided the request is received two (2) days prior to the public release of the agenda packet. At the meeting where the 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.

#### **Referral from a Council Committee:**

Council Committees may submit a written request to the City Manager's Office for inclusion of an item on a City Council agenda, provided the request is received two (2) days prior to the public release of the agenda packet.

Council Committees may bring forward a recommendation to the full City Council by way of the Committee minutes, which are typically prepared within three weeks following the Committee meeting.

#### **Items Referred During a Council Meeting:**

By Council action, an item may be referred to the City Manager for inclusion on a City Council agenda. If the request requires further study of the item from staff, a full analysis shall be prepared at the direction of the City Manager with at least thirty (30) calendar days prior to the meeting, unless otherwise directed by the City Council. If the request requires more than thirty (30) calendar days to prepare, status updates will be provided to the City Council every sixty (60) days as an informational memo.



## **ADDING AN ITEM ON THE AGENDA**

### **Written Petitions and Public Presentations:**

Any member of the public may submit a written request raising any issue or item within the subject matter jurisdiction of the City Council to be heard under the **“Written Petition”** section of the City Council's regular agenda within two (2) Council meetings after received. After the initial Written Petition is placed on the agenda, a majority vote of the City Council may add the item to a future Council meeting for action. Any member of the public may address the City Council under the **“Public Presentations”** section of the agenda. If the presentation includes a request of the Council, a majority vote of the City Council may refer the item to the City Manager to be properly added to a future meeting, in compliance with the Brown Act.

### **PROCEDURE FOR WRITTEN PETITIONS**

1. All requests to address the City Council shall be submitted in writing. Written Petition forms are available for the petitioner's convenience on the City's website and in the City Manager's Office, City Clerk's Office, and the Mayor and Council Offices. Alternatively, an email may be submitted to [clerk@santacalaraca.gov](mailto:clerk@santacalaraca.gov).
2. Once the Written Petition is received by the City Clerk's Office, it should immediately be forwarded to the City Manager for placement on an agenda within two (2) Council meetings after receipt of the original request from the City Clerk's Office. All written material (request and any support material) will be submitted on the agenda in the form substantially provided by the requester without any staff analysis, including fiscal review, legal review and policy review, until the City Council has had the opportunity to provide direction to the City Manager.
3. At the meeting where the item is first considered, if a majority of the City Council supports further study of the item, then a full staff analysis shall be prepared within thirty (30) days, unless otherwise directed by the City Council. Discussion should be limited to whether an item should be added to an agenda and a date, not the merit of the item.





## **ADDING AN ITEM ON THE AGENDA**

**PROCEDURE  
FOR WRITTEN  
REQUESTS  
FROM CITY  
COUNCIL**

1. Members of the City Council shall use the Council Item Request Form to submit a written request for inclusion of an item on a future City Council agenda.
2. Once the Council Item Request Form is received by the City Clerk's Office, it should immediately be forwarded to the City Manager for placement on an agenda within two (2) Council meetings after receipt of the original request from the City Clerk's Office. All written material (Council Item Request Form and any support material) will be submitted on the agenda in the form substantially provided by the requester without any staff analysis, including fiscal review, legal review and policy review, until the City Council has had the opportunity to provide direction to the City Manager.
3. At the meeting where the item is first considered, if a majority of the City Council supports further study of the item, then a full staff analysis shall be prepared within thirty (30) days, unless otherwise directed by the City Council. Discussion should be limited to whether an item should be added to an agenda and a date, not the merit of the item.

Attachments: Council Item Request Form



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 \_\_\_\_\_

Contact E-mail \_\_\_\_\_

Contact Phone \_\_\_\_\_

Today's Date \_\_\_\_\_

***WRITTEN REQUEST***

I, \_\_\_\_\_, hereby request that the following item be placed on the City of Santa Clara Council and Authorities Concurrent meeting agenda:

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**City of  
Santa Clara**  
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## CITY COUNCIL WRITTEN PETITION

Please provide the information requested below. When complete, submit to the City Clerk's Office, 1500 Warburton Avenue, Santa Clara, CA 95050 or email to: [clerk@santaclaraca.gov](mailto:clerk@santaclaraca.gov)

Date: 2/21/23

I, Leonne (Lee) Broughman, am hereby requesting to be placed on the Santa Clara City Council Agenda for the following purpose:

See Attached.

I understand that it is important I attend the meeting in the event there are questions the City Council wishes to ask me.

SIGNED:

NAME:

ADDRESS: \_\_\_\_\_  
Street

\_\_\_\_\_  
City Zip Code

TELEPHONE:\* \_\_\_\_\_  
Optional

EMAIL: \_\_\_\_\_

DATE: \_\_\_\_\_

**\*NOTE: This is a public document. If your telephone number is unlisted or if you do not want it to be public, please provide an alternate number where you can be reached.**

7:00 PM 11:30 AM

## **CITY COUNCIL WRITTEN PETITION**

Date: February 20, 2023

I, Leonne (Lee) Broughman hereby request that the following subject be placed on the City of Santa Clara Council and Authorities Concurrent Meeting Agenda in March 2023:

I want to see again, The City Council place on a future agenda The behavior of Council member Kevin Park at the City Council meeting of February 7th 2023 in violation of Santa Clara City Council conduct policy, when on several occasion he made remarks directed to a member of the public (Kirk Vartan). He should be reprimanded or censored for his egregious for behavior.

By submitting this form, I am confirming that I am the requestor herein listed and that the information provided is truthful and correct to the best of my knowledge. I understand that it is important that I attend the meeting in the event there are any questions the Mayor and/or Council wishes to ask me. I also understand that the City may not place my item on the Agenda if it is not verifiable and within the subject matter jurisdiction of the City.

Leonne (Lee) Broughman

1675 Scott Blvd., #321 Santa Clara, CA 95050 [leonne3@gmail.com](mailto:leonne3@gmail.com)

408-234-6092

This is a copy of a public document Form updated 2017 doc.



Date: February 22, 1923

I, Larry McColloch hereby request that the following subject be placed on the City of Santa Clara Council and Authorities Concurrent Meeting Agenda in March 2023.

I would like the council to review the behavior of council member Kevin Park at the City Council meeting of February 7th 2023 that appears to be in violation of Santa Clara City Council conduct policy, when he read from a children's book that Mr. Park had added his own comments on yellow post-it notes. It appeared to be directed at an active member of the public (Kirk Vartan). It appeared to be pre-planned and to disparage Mr. Vartan.

I believe he should be reprimanded or censored.

By submitting this form, I am confirming that I am the requestor herein listed and that the information provided is truthful and correct to the best of my knowledge. I understand that it is important that I attend the meeting in the event there are any questions the Mayor and/or Council wishes to ask me. I also understand that the City may not place my item on the Agenda if it is not verifiable and within the subject matter jurisdiction of the City.

Larry McColloch  
3798 Inglewood Dr.  
Santa Clara, Ca. 95054  
(408)980-9851  
[larry.mccolloch@gmail.com](mailto:larry.mccolloch@gmail.com)

This is a modification of a public document Form updated 2017 doc.

**RECEIVED**

FEB 27 2023

City Clerk's Office  
City of Santa Clara



**City of  
Santa Clara**  
The Center of What's Possible

## CITY COUNCIL WRITTEN PETITION

Please provide the information requested below. When complete, submit to the City Clerk's Office, 1500 Warburton Avenue, Santa Clara, CA 95050 or email to: [clerk@santaclaraca.gov](mailto:clerk@santaclaraca.gov)

Date: 2/23/23

I, Debbie Tryforos, am hereby requesting to be placed on the Santa Clara City Council Agenda for the following purpose:

I want to see the City Council place on a future agenda The behavior of Council member Kevin Park at the City Council meeting of February 7th 2023 in violation of Santa Clara City Council conduct policy, when on several occasion he made remarks directed to a member of the public (Kirk Vartan). He should be reprimanded or censored for his egregious for behavior. Anthony Becker should also be reprimanded for his behavior as Kevin Park was insulting Mr. Vartan.

By submitting this form, I am confirming that I am the requestor herein listed and that the information provided is truthful and correct to the best of my knowledge

I understand that it is important I attend the meeting in the event there are questions the City Council wishes to ask me.

SIGNED: Debbie Tryforos Digitally signed by Debbie Tryforos  
Date: 2023.02.27 09:28:31 -08'00'

NAME: Debbie Tryforos

ADDRESS: 1735 Long St  
Street

Santa Clara 95050  
City Zip Code

TELEPHONE: \* 408 476 6716  
Optional

EMAIL: debbiesn1121@gmail.com

DATE: 2/27/23

**\*NOTE: This is a public document. If your telephone number is unlisted or if you do not want it to be public, please provide an alternate number where you can be reached.**



**RECEIVED**

FEB 28 2023

City Clerk's Office  
City of Santa Clara

**CITY COUNCIL WRITTEN PETITION**

Date: February 27, 2023

I, Scott Filler hereby request that the following subject be placed on the City of Santa Clara Council and Authorities Concurrent Meeting Agenda in March 2023:

"The behavior of Council member Kevin Park at the City Council meeting of February 7th, 2023, in violation of Santa Clara City Council conduct policy", when on several occasion he made remarks directed to a member of the public (Kirk Vartan). He should be reprimanded or censored for his egregious behavior.

Please refer to episode 20 of Public Trust Review on Youtube for more information:

<https://www.youtube.com/watch?v=kkOPBXjgcog>

By submitting this form, I am confirming that I am the requestor herein listed and that the information provided is truthful and correct to the best of my knowledge. I understand that it is important that I attend the meeting in the event there are any questions the mayor and/or Council wishes to ask me. I also understand that the city may not place my item on the agenda if it is not verifiable and within the subject matter jurisdiction of the City.



Scott Filler

3809 De La Cruz Blvd, Santa Clara, CA 95054

[scottfiller@hotmail.com](mailto:scottfiller@hotmail.com)

(408) 329-8920



# City of Santa Clara

1500 Warburton Avenue  
Santa Clara, CA 95050  
santaclaraca.gov  
@SantaClaraCity

## Agenda Report

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23-389

Agenda Date: 3/21/2023

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### REPORT TO COUNCIL

#### SUBJECT

Update on City Council and Stadium Authority Staff Referrals

#### COUNCIL PILLAR

Enhance Community Engagement and Transparency

#### BACKGROUND AND DISCUSSION

During Council and Stadium Authority meetings, the City Council or Stadium Authority Board provide direction on policy issues or refer information requests to staff for follow-up.

The purpose of the City Council and Stadium Authority Referrals Update is to provide the City Council/Stadium Authority Board and the public a current status report. Completion of the referrals may be communicated by various means such as: Report to Council, Information Memorandum provided through a Council Agenda or monthly City Hall News publication or during a future Council meeting.

The Referrals list will be published in the Council agenda packet under the "City Manager/Executive Director Report" section of the Council Agenda. Reports will include both open and closed referrals.

#### ATTACHMENTS

1. City Council and Stadium Authority Staff Referrals



**CITY COUNCIL AND STADIUM AUTHORITY STAFF REFERRALS  
FOR FOLLOW-UP/ACTION**  
Updated 3/16/23



	Date Initiated	Source	Referral Description	Assigned Department	Projected Completion
1.	2/7/23	Council Meeting	Public Presentation: Kirk Vartan requested the City provides a copy of the FIFA Agreement	Executive Director's Office/Stadium Authority Counsel's Office	Staff is coordinating multiple requests for FIFA documents. The 2018 Bid Document has been publicly released via NextRequest. Staff continues to review and analyze material for CPRA and Board responses.
2.	1/31/23	Council Meeting	Public Presentation: Howard Gibbons discussed concerns regarding illegal hotdog vendors near the Stadium. SCPD to return to Council to do a report regarding vendors near Levi's Stadium	City Manager's Office / SCPD	An informational report will be provided on April 4, 2023 meeting.
3.	11/1/22	Council Meeting	Written petition submitted by Kirk Vartan to place an agenda item on a future Council meeting for to discuss the New Parking Permit Ordinance and rules. Current signage very restrictive at 1-2 hours for parking. As a small business, employees need to park. Residents don't need parking during the day as they have a 2-car garage and two driveway spots, allowing for four cars to be parked per house. Informational report provided on Jan. 10, 2023 and note and filed.	Public Works	A comprehensive report targeted to return in April 2023
4.	11/1/22	Council Meeting	Written petition submitted by Lori Garmany requesting an agenda item on a future Council meeting for Council to consider the censure of the Mayor for the leaking of closed session information. On 11/1/22 Council meeting, passed 5-2 to return to future agenda date.	City Manager's Office	TBD
5.	6/7/22	Council Meeting	Action on a Written Petition (Council Policy 030), Submitted by Brian Doyle, to Place an Agenda Item at a Future Council Meeting to Discuss an Explanation by Councilmember Kevin Park of the Apparent Inconsistent Statements in Official Filings Regarding His Employment and Sources of Income	City Clerk's Office	Item to return to future date upon completion of claims and litigation
6.	10/4/22	Council Meeting	Information item on the Traffic Calming Policy: discussion of thresholds for the 85 <sup>th</sup> percentile and 1000 vehicle requirements.	Public Works	May 2023
7.	10/4/22	Council Meeting	Written petition submitted requesting to place item on a future meeting for a public review of the Settlement Agreement and mutual release dated August 31, 2022 between the City of Santa Clara, the Santa Clara Stadium Authority, and the 49er Football Team Entities: Post settlement agreement on website as soon as possible and schedule study session in the future following the completion of any pending litigation on buffet costs and public safety costs.	City Manager's Office	Study session TBD based on completion of pending litigation on buffet costs and public safety costs
8.	9/13/22	Council Meeting	Approve alternative 2 of El Camino Specific Plan: Direct staff to prepare a significantly	Community	Item will return on agenda on



**CITY COUNCIL AND STADIUM AUTHORITY STAFF REFERRALS  
FOR FOLLOW-UP/ACTION  
Updated 3/16/23**



	Date Initiated	Source	Referral Description	Assigned Department	Projected Completion
			modified Specific Plan that retains enough density and elements (e.g., a range of densities that support mixed-use) of the prior Specific Plan so as to be consistent with the prior draft EIR; with added direction to include the activity zones with building heights of up to 6 stories as proposed in the 2021 draft Specific Plan, to continue consideration of the 2021 draft Specific Plan and to prepare an economic feasibility analysis of both plans.	Development	March 7, 2023 Consultant Agreement to begin the City Council directed work was approved at March 7, 2023 CC meeting. COMPLETED
9.	8/16/22	Council Meeting	Discuss potential uses, unfunded repairs, and finances of operating and maintaining the Morse Mansion. Item discussed at Nov. 1, 2022 Council meeting. Staff to return with options to extend lease and maintain property for City uses. The City is hosting a community meeting on Jan. 25, 2023 regarding the future of use of the historic Morse Mansion, located at 981 Fremont St. At the meeting, staff will discuss possible options and receive community feedback to share with the Council for future consideration.	City Manager's Office	TBD
10.	8/16/22	Council Meeting	Written petition from Kirk Vartan to review and evaluate the purchase of the CA Great America Theme Park. Specifically, clarify what development could take place on the site given the current and general plan designations. Staff to return at future date with the option for a session with developer.	City Manager's Office	TBD
11.	7/5/22	Council Meeting	SB9 Developments: Direct staff to bring back recommendations regarding affordability. When the City considers an update to citywide affordable housing ordinance, this information will be provided.	Community Development	TBD
12.	6/7/22	Council Meeting	Action on a Written Petition submitted by Brian Doyle, for an Agenda Item at a Future Council Meeting to Discuss an Explanation by Councilmember Kevin Park of the Apparent Inconsistent Statements in Official Filings Regarding His Employment and Sources of Income	City Clerk's Office	Item to return to future date upon completion of litigation.
13.	6/7/22	Council Meeting	Rooftop Solar: Direct staff to conduct a cost-benefit analysis on installing rooftop solar and ways to make it feasible for Santa Clara homeowners	Silicon Valley Power	TBD
14.	4/5/22	Council Meeting	Written Petition submitted by Joseph Goschy to discuss appealing a building Violation (CRN 2020-00310) at 220 Tyler Avenue. At the Feb. 7, 2023 Council meeting, Community Development Director Andrew Crabtree coordinated with petitioner on next steps to take accurate reading of HVAC system. Code Enforcement conducted an inspection between 5:15-6:15 a.m. on Feb. 10, 2023 in coordination with Mr. Goschy.	City Attorney's Office	In Progress. Staff will provide an email to Council with an informational report on inspection findings.
15.	4/5/22	Council Meeting	Written Petition submitted by Councilmember Jain requesting a future agenda item to discuss how to change noticing policy to reach more people. A community meeting was held on Dec. 8, 2022 to gather public input. Next steps are a public review of draft revised public outreach policy, which will be available in April 2023. Planning	Community Development / City Attorney	City Council consideration of revised policy estimated Summer 2023



**CITY COUNCIL AND STADIUM AUTHORITY STAFF REFERRALS  
FOR FOLLOW-UP/ACTION  
Updated 3/16/23**



	Date Initiated	Source	Referral Description	Assigned Department	Projected Completion
			Commission and City Council consideration of revised policy estimated Summer 2023		
16.	3/22/22	Council Meeting	Patrick Henry Specific Plan: Return to Council with a Proposal for a Plan Amendment for a .3% Public Art Fee Grant the Authority on the Approval of the TMA to the City Council versus the City Manager, indicated in the draft Plan.	Community Development	Summer 2023
17.	1/11/22	Council Meeting	Update on review and monitoring of Transportation Demand Management (TDM) measures. Staff issued RFP to support online reporting and tracking of TDM Measures and present a template to complete the forms. Staff issued the RFP on May 27 and has extended the deadline to July 18 to allow for more proposal submissions. Staff reviewed submissions. Notice of Award was provided in 2023. Will bring consultant agreement for approval by Council in April 2023.	Community Development	April/May 2023
18.	1/11/22	Council Meeting	Action on a Council Written request submitted requesting to place an agenda item at a future Council Meeting to discuss making the Youth Soccer Park parking lot available when there are no events at the Youth Soccer Park 1. Investigate ADA Improvements for parking 2. Investigate whether the City can engage a private operator to manage for parking 3. Investigate whether the 49ers can use their practice facility for parking 4. Determine the fair market value of VIP parking	Parks & Recreation/City Attorney/City Manager	TBD
19.	1/12/21	Council Meeting	Provide a study session on pros/cons lifecycle cost/benefits of artificial surfacing including turf. Staff will return to Council with an informational memo.	Parks & Recreation	TBD
20.	4/30/19	Council Meeting	Report on number of public transit riders for large stadium events – and relationship of costs of parking increases transit ridership. Ask Stadium Manager for analysis to support their position that reducing the cost of parking would likely adversely impact public transit ridership, resulting in more cars on the roads.	49ers Stadium Manager	TBD
21.	10/2/18	Council Meeting	Amend sign ordinance to prohibit signs on public property	Parks & Rec/ City Attorney	TBD
22.	3/13/18	Council Meeting	Develop a Stadium Authority Financial Reporting Policy in conjunction with the Stadium Authority Auditor and the external auditor	Finance	TBD



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**COMPLETED**  
**CITY COUNCIL AND STADIUM AUTHORITY STAFF REFERRALS**  
Updated 3/16/23



	Date Initiated	Source	Referral Description	Assigned Department	Completed	Resolution
1.	1/31/23	Council Meeting	Public Presentation: Judy Hubbard stated there are unsafe drop off locations outside of Levi's Stadium and the need for designated drop-offs for ADA and elderly. The resident received a ticket for stopping and drop off.	City Manager's Office / Stadium Authority staff	3/16/23.	
2.	10/4/22	Council Meeting	Written petition requesting to place agenda Item to set a Study/Briefing Session for the public in which the Terms of the Settlement Agreement are discussed as well as Presentation of Sources of Revenues, to include an explanation of the Waterfall through which Money Flows as well as the Rate at which the various loans are being paid off	Finance	3/16/23	Complete. Information related to the waterfall of funds was included as part of the Stadium Authority FY 2023/24 Budget
3.	2/7/23	Council Meeting	Public Presentation: Susan Hinton requested priority for City services such as expanding library hours to open full time, requested email and phone directory to be found easily on the City website. City tree that fell in yard and made a request three times and the City Arborist came out but there was no action.	City Manager's Office/Public Works	2/15/23	Staff has followed up with Susan Hinton.
4.	9/13/22	Council Meeting	Reconsider the Council action taken at the Aug. 30, 2022 council meeting which approved up to a 25% apportionment for reimbursement that carried on a 4-1 vote. The action was to consider possible financial assistance options related to the replacement of a private concrete sound wall adjacent to Pruneridge Avenue in the Laurel Park East Neighborhood and potential delegated authority for a budget amendment. This item was heard at the Nov. 15, 2022 Council agenda.	Public Works / City Attorney's Office	2/14/23	This item was resolved by City Attorney's Office
5.	2/7/23	Council Meeting	Public Presentation: Rohit Pur stated he wanted to build an ADU and Santa Clara County allows tiny homes on wheels. Rohit requested the City of Santa Clara to consider this option for ADUs.	Community Development	2/7/23	Staff has set up a follow-up meeting with Mr. Pur regarding mobile ADUs.
6.	8/16/22	Council Meeting	Discuss allocating up to \$150K to create a Neighborhood Stadium Relations Committee using funds from the SCSA budget. At the Feb. 7, 2023 Council agenda, the Council approved and provided direction to have the Committee modeled after NURC and meetings to be held near the Stadium.	City Manager's Office	2/7/23	Based on Council direction, staff will return with additional information and potential Council action related to forming the Committee on March



**COMPLETED**  
**CITY COUNCIL AND STADIUM AUTHORITY STAFF REFERRALS**  
Updated 3/16/23

	Date Initiated	Source	Referral Description	Assigned Department	Completed	Resolution
						21, 2023
7.	1/31/23	Council Meeting	Residents Zhengang Chen and Bin Jia and Ellen Ying Ng requested waiving weed abatement citations, since then has made the necessary landscaping. Santa Clara Fire Department contacted residents to inform them the public hearing on Feb. 21 is with the County of Santa Clara, not the City. The City does not have the authority to remove them.	Fire Department	2/1/23	Complete
8.	1/10/23	Council Meeting	Written petition submitted by Paul Rosa to cover costs of City services in support of the Wilcox High School Baseball 2023 Fundraising Tournaments at Washington Ballfield. At the Jan. 31, 2023 meeting, Council directed staff to work with applicant to work with community grant funding, identify volunteer work to offset costs and return with a final cost.	Parks & Recreation	1/31/23	Complete. Staff working with applicant for grant funding for costs and will return with a report after the tournament.
9.	5/24/22	Council Meeting	(11/1/22) Action petition submitted by Shprese Head Requesting to Place an Agenda Item on a Future Council Meeting for Council to Discuss what the City of Santa Clara is doing to help get BMX riders back to Racing under USA BMX Sanction.  Lease Agreement between City and Santa Clara PAL for the operation of BMX track: On May 24, 2022, staff returned with a status report on coordination of efforts between BMX and Police Activities League (PAL). Council note and filed report. Council questions included: obtain requested responses to questions presented to PAL, timeline, a full audit (5-years) of PAL, etc.	City Manager's Office	1/10/23	The report was noted and filed on Jan. 10, 2023
10.	9/27/22	Council Meeting	Expand outreach beyond noticing requirements for study session for the Tasman East Specific Plan Amendment to include noticing of neighboring property owners within a quarter mile of the Plan area.	Community Development	12/6/22	Completed at Dec. 6, 2022 Council meeting.
11.	7/12/22	Council Meeting	Request for costs paid to previous law firms for City of Santa Clara PRA assistance. Staff are working on summarizing costs.	City Attorney	12/15/22	Completed



**COMPLETED**  
**CITY COUNCIL AND STADIUM AUTHORITY STAFF REFERRALS**  
Updated 3/16/23



	Date Initiated	Source	Referral Description	Assigned Department	Completed	Resolution
12.	6/15/21	Council Meeting	Request to provide date-based search capability on City website. The new search is currently being tested by the City's Website Core Team, and the City is working with the vendors to implement by year end.	ITD / City Manager	12/1/22	IT Department continues to monitor and improve on search capability
13.	9/27/22	Council Meeting	Written petition submitted by Morteza Shafiei to purchase the lot at 1601 Civic Center Drive, Santa Clara, in order to establish a park for the benefit of our Citizens and neighborhood. The community of over 170 homes and 4 HOAs submitted a letter to the City Council detailing concerns for the planned development at 1601 Civic Center Drive (Charities Housing) and requested that this Citizen Proposal be considered on equal footing with any other proposals.	City Manager's Office	11/15/22	Park acquisition item heard at Nov. 1, 2022. Item regarding 1601 Civic Center Drive heard at Nov. 15, 2022 Council meeting and not approved
14.	9/13/22	Council Meeting	Information memo on scooters including a recap of the background of what has occurred to present.	Public Works	11/15/22	Presented in November 2022 to Council
15.	5/24/22	Council Meeting	Prepare a financial analysis for moving Santa Clara City Hall to a new location within the eight blocks of the original downtown. Staff has contract to prepare the analysis for Council approval on Oct. 18, 2022.	Community Development	10/18/22	Item approved on October 18, 2022
16.	12/14/21	Council Meeting	Conduct an RFP for noise monitoring services at the stadium, including possible measures to attenuate noise levels.	Community Development	10/28/22	Staff issued RFP which closed on Oct. 28, 2022
17.	8/17/21	Council Meeting (Priority Setting Check-in)	Staff to return at a future Council meeting with draft ordinance to adopt recommended procurement reforms.	Finance	8/30/22	Completed
18.	8/16/22	Council Meeting	Refer to staff to explore the option to expand cemetery hours at Mission City Memorial Park to possibly include Sunday hours.	Parks & Recreation	8/30/22	Staff corresponded with requestor on current hours available
19.	7/12/22	Council Meeting	Return as an action item under Alternative #1 – Determine the staff investigation sufficiently provided evidence of irregularities regarding Mr. Patrick's residency and take action in accordance with Policy 032 (up to and including removal.)	CMO/CAO/CDO	8/16/22	Action taken at 8/16/22 Council meeting



**COMPLETED**  
**CITY COUNCIL AND STADIUM AUTHORITY STAFF REFERRALS**  
Updated 3/16/23

	Date Initiated	Source	Referral Description	Assigned Department	Completed	Resolution
20.	7/5/22	Council Meeting	Direct staff to work with subcommittee/task force comprised of Councilmembers Park, Chahal, and Hardy and any other stakeholders (i.e., Apt. Assoc./Dan Kostenbauder) to have discussion with the Silicon Valley Chamber of Commerce regarding the Business License Tax.	CMO	8/1/22	Meeting was held with stakeholders and subcommittee.
21.	1/11/22	Council Meeting	Response was presented on May 10, 2022 on the action on Written Petition (Council Policy 030) submitted by Keith Stattenfield requesting to place an agenda item at a future Council meeting to discuss requirements from the CAO on approving an update to the CC&Rs of the Case del Rey HOA Bylaws.	City Attorney	7/12/22	The HOA agreed to submit the CAO's revisions to the CC&Rs to their members at their next election, and the Council voted to approve the CC&Rs.
22.	5/10/22	Stadium Authority Meeting	Signage Lighting at Levi's Stadium – Direct staff to conduct an internal review of signage approach (repair or replacement) and return to the Board for authorization to procure a 3 <sup>rd</sup> party evaluation if needed.	City Manager	7/5/22	Completed
23.	6/21/22	Council Meeting	Direct staff to return to Council with a scope to redo the El Camino Real Specific Plan including objective design standards.	Community Development	Completed	Completed
24.	5/10/22	Stadium Authority Meeting	(CP 030) by Vice Mayor Jain to discuss whether SBL contracts be sold on extra field seats. Agendize discussion whether SBL Contract should be sold on extra field seats.	City Manager	6/21/22	Council approved SBL contract sold on extra field seats.
25.	4/19/22	Council Meeting	Adoption of a Resolution of Intention for Parking Maintenance District No. 122 - Franklin Square. Staff to return to Council within 60 days detailing how to recover costs or other methods of enhancing revenue for the City.	DPW	6/21/22	Completed
26.	1/12/21	Council Meeting	Defer approval of the 1205 Coleman Gateway neighborhood park design to work with the developer within current project approvals to receive additional community input including the Old Quad on park design. The robust public input included additional outreach to the Old Quad neighborhood is complete and the Parks & Recreation Commission made a recommendation to Council on 5/17/22 for approval. The item will go to Council for consideration on June 21, 2022.	Parks & Recreation	6/21/22	Council approved schematic design with a few additions.



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Updated 3/16/23



	Date Initiated	Source	Referral Description	Assigned Department	Completed	Resolution
27.	10/19/21	Council Meeting	Discussion of Construction of Lawn Bowl Facility for consideration: The City currently has allocated \$175,000 for the repair and maintenance of the Lawn Bowl facility (clubhouse). There has been no subsequent action to re-allocate or redirect that amount to the design and construction of the new Lawn Bowls facility. Given the current balance in the 3001 General Capital Park Maintenance account, Council would need to reprioritize and reallocate up to \$175,000 for the required design and engineering of a new facility. There is no funding allocated for construction.	Parks & Rec/City Manager	6/21/22	Council action to not prioritize as funding.
28.	1/25/22	Council Meeting	Discuss and explore options for a transportation shuttle. City staff referred the Senior Transportation letter to Council. City received a grant from the State for a shuttle and this item is being implemented	City Manager	6/8/22	Completed
29.	6/7/22	Council Meeting	Loyalton Ranch property: Direct City Manager to return to Council with a 1) Scope of Work and 2) costs of the following: a) consultant's Risk Analysis/Assessment, b) clean up, and c) fencing.	Silicon Valley Power	6/7/22	Completed
30.	4/5/22	Council Meeting	Written Petition (CP 030) submitted by Jared Peters regarding Responsibility of Sound Wall Adjacent to Pruneridge Avenue adjacent to Laurel Park East Neighborhood. Working with resident on development of potential cost-sharing/financial assistance solution.	DPW/CAO	Completed	Item is still being considered for possible financial assistance options.
31.	12/14/21	Council Meeting	Defer Loyalton to future meeting to develop strategy for the sale of the property and staff to coordinate a visit to the property for interested Councilmembers. Staff visits with Councilmembers was completed on 3/8/22	City Manager / Silicon Valley Power	6/7/22	Completed
32.	1/5/22	Joint City/VTA Study Session re: BART to Santa Clara	Set a meeting with VTA near the proposed Santa Clara BART Station location to provide details to the public regarding station design. VTA conducted a May 10, 2022 City Council Study Session on the Santa Clara Station's Architecture and Site Layout. Funding a Brokaw undergrounding study for February 8, 2022 Priority Setting Session (not complete, referred to Priority Setting Session 2022)	DPW	5/10/22	Study Session with VTA Complete

**COMPLETED**  
**CITY COUNCIL AND STADIUM AUTHORITY STAFF REFERRALS**  
Updated 3/16/23

	Date Initiated	Source	Referral Description	Assigned Department	Completed	Resolution
33.	12/14/21	Council Meeting	Action on Amendment No. 1 to the Agreement for the Performance of Services with Wilson, Ihrig & Associates for Noise Monitoring Services at Vantage CA2 Data Center and Owens Corning Facility and Related Budget Amendment: item continued to get more information on broadcasting, moving from the Northside to the stadium, and an implementation timeline	Community Development	5/10/22	Completed
34.	12/7/21	Council Meeting	Written Petition (030) to be added to Future Agenda: 10A: Action on a Written Petition (Council Policy 030) Submitted by Jared Peters Requesting to Place an Agenda Item at a Future Council Meeting to Consider making a Policy Decision Regarding the City Assuming Responsibility of an Unstable and Dangerous Sound Wall in the Laurel Park East Neighborhood	DPW	4/5/22	Reported at Council Meeting; Follow-Up assigned to staff
35.	11/9/21	Council Meeting	Project Homekey: Look for alternate site in Santa Clara better suited for this use	CDD	3/10/22	Update to Council emailed to Council on 3/10/22
36.	12/14/21	Council Meeting	Defer Loyalton to future meeting to develop strategy for the sale of the property; staff to coordinate a visit to the property for interested Councilmembers.	CMO/SVP	3/8/22	Approved by Council at 3/8/22 Council Meeting
37.	11/16/21	Council Meeting	Consider Resolution to support the bid to FIFA for the 2026 World Cup and related events.	CMO/CAO	2/22/22	Approved by Council at 2/22/22 Council Meeting
38.	10/26/21	Council Meeting	Item 4: Presentation on Business Tax Ballot Measure and Other Potential Revenue Measures for November 2022 Ballot: Explore a business tax that strikes a balance with the value of a business-friendly city (key priority) and progressive tax with input and advice of a consultant.	CMO/Finance	2/8/22	Approved by Council at 2/8/22 Priority Setting Session
39.	10/19/21	Council Meeting	Discussion of Future Ballot Measure Discussion in 2022 for Infrastructure Bond or Tax to 2022 Priority Setting Session	CDD/City Attorney/Finance	2/5/22	Presented at 2022 Priority Setting Session Part 1; outreach phase in progress



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	Date Initiated	Source	Referral Description	Assigned Department	Completed	Resolution
40.	9/28/21	Council Meeting	Approve staff recommendation for Item 6. Public Hearing: 2020-2021 Consolidated Annual Performance and Evaluation Report (CAPER) with changes to increase grant funding to \$30,000 for 7 agencies and fund the remaining 4 from the City's General Fund.	Community Development/ Housing	Completed	Completed
41.	9/7/21	Council Meeting	Shorten term of amendment to the agreement for the performance of services with Wilson, Ihrig & Associates for Noise Monitoring Services at Levi's Stadium from 18 months to 6 months and directed staff to return with a proposal for owning versus leasing equipment and the cost benefit for monitoring the noise data and quality of reporting.	CDD	3/8/22	Approved by Council at 3/8/22 Council Meeting
42.	8/17/21	Council Meeting	Implement pilot meeting management protocol for Council meetings recommended by the Mayor and revisit/assess at 2022 Priority Setting Session. City Attorney to return to Council with resolution outlining this process at future Priority Session to be rescheduled.	City Attorney	2/8/22	Presented in a slide at the Priority Setting Session.
43.	8/17/21	Council Meeting	Direct staff to bring back on a future agenda a presentation on Councilmember conflict of interest, including what staff currently does and what the Council is responsible for.	City Manager/ City Attorney	2/8/22	Reported to Council the types of Conflict-of-Interest staff report on for items based on geographic boundaries
44.	8/24/21	Council Meeting (Study Session)	Directed staff to: Engage with HomeBase to design City Plan Framework and start prep for workgroup discussions, Fast-track Task Force/Housing Commission development and implementation, Fast-track HomeKey progress where possible, especially in entitlements processing and explore short-term basic services, including bathrooms, showers, laundry, cell phone charging and others.	CDD/City Clerk/ City Attorney/ Police	1/25/22	Approved at 1/25/22 Council Meeting
45.	5/4/21	Council Meeting	Parking Maintenance District No. 122 – Engage with property owners to discuss options for increasing their share of the annual O&M costs and potential for dissolving the district.	Public Works	1/25/22	Reported at Council Meeting
46.	8/17/21	Council Meeting (Priority Setting Check-In)	Directed staff to return to Council at a future date with changes to the eligibility for serving on City Commissions that expands the eligibility requirement from Santa Clara electorate to Santa Clara resident – deferred to December	City Attorney	1/11/22	Approved by Council at 1/11/22 Council Meeting



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	Date Initiated	Source	Referral Description	Assigned Department	Completed	Resolution
47.	8/17/21	Council Meeting (Priority Setting Check-in)	Direct staff to explore a consultant for a TDM Study (scope, cost, ongoing cost) and talk to other cities and gather anything that may be able to be shared	CDD	1/11/22	Reported at Council Meeting



# City of Santa Clara

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## Agenda Report

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23-421

Agenda Date: 3/21/2023

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### REPORT TO COUNCIL

#### SUBJECT

Tentative Meeting Agenda Calendar (TMAC)

#### COUNCIL PILLAR

Enhance Community Engagement and Transparency

#### BACKGROUND AND DISCUSSION

The purpose of the TMAC is to provide the public advanced notifications of tentative dates of Council Study Sessions, Joint Council/Commission meetings, as well as Council Public Hearing and General Business agenda items. It is important to note that the TMAC is a Tentative Calendar planning tool and reports listed are subject to change due to Public Hearing publication requirements and agenda management.



# City of Santa Clara

## Tentative Meeting Agenda Calendar

**Note:** *These proposed dates are tentative and subject to change based on staff capacity, meeting management, and deferred items by Council requiring other items to free up agenda meeting time.*

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### **Tuesday, April 4, 2023 Council and Authorities Concurrent Meeting**

#### **Study Session**

- 23-1633** Mission City Memorial Park (Cemetery) Operations - Study Session
- 23-146** Project Update and Action on a Resolution Adopting the Santa Clara Valley Transportation Authority's Central Bikeway Feasibility Study

#### **Special Order of Business**

- 23-41** Proclamation of Earth Day/Arbor Day for April 27, 2023
- 23-375** Presentation for 2023 Santa Clara Relay for Life by American Cancer Society

#### **Public Hearing/General Business**

- 23-135** Receive Silicon Valley Power's Quarterly Update
- 23-211** Discussion and Request Direction from City Council Related to Sidewalk Vendor Concerns Brought Forth by Mr. Gibbins
- 23-298** Action to Create a Neighborhood Stadium Relations Committee
- 23-364** Action on Written Petitions (Council Policy 030), Submitted by Ana Vargas Smith Requesting to Place an Agenda Item on a Future Council Meeting for Council to Discuss Waiving City Services Fees for this Year's Santa Clara Parade of Champions
- 23-439** Action on Resolution for an Exception to the 180 Day Waiting Period to Appoint Retired Annuitant, Mark Giovannetti, A Retired Annuitant To Serve as Temporary Extra Help (Government Code Sections 7522.56 and 21224) in the Finance Department to Perform Work as a Purchasing Division Manager

### **Tuesday, April 18, 2023 Joint Council and Authorities Concurrent & Stadium Authority Meeting**

#### **Study Session**

- 23-1171** Cleanup Campaign Alternatives and Community Survey Results

### **Special Order of Business**

**23-386** Proclaim April as National Autism Acceptance Month

### **Public Hearing/General Business**

**23-141** Public Hearing: Action on the Adoption of the Proposed FY 2023/24 Municipal Fee Schedule

**23-1349** Action on the Waiver of the First Reading and Introduction of an Ordinance Approving an Operation Plan including Rules and Regulations and an Investment Policy Governing Endowment Funds of the Mission City Memorial Park (Cemetery)

**23-145** Discussion and Follow Up on a Written Petition (Council Policy 030) Submitted by Kirk Vartan Related to Permit Parking Zones

**23-275** Action on a Resolution Establishing the Average Per-Acre Land Values in order to set the Parkland In-Lieu Fees for FY2023/24 for New Residential Development

### **Tuesday, April 25, 2023 Special Council Meeting**

**23-272** Action on state Homekey funding application for potential interim housing development on County-owned land at Lawrence Expressway and Benton Street

### **Tuesday, May 9, 2023 Council and Authorities Concurrent Meeting**

#### **Study Session**

**23-142** Study Session to review Proposed FY 2023/24 and FY 2024/25 Biennial Operating Budget and FY 2023/24 Capital Improvement Program Budget Changes

### **Tuesday, May 23, 2023 Joint Council and Authorities Concurrent & Stadium Authority Meeting**

### **Special Order of Business**

**23-140** Proclamation of National Public Works Week 2023



### **Public Hearing/General Business**

- 23-208**      Action on the Introduction of a Resolution to Modify the Files Management Manual for the City of Santa Clara
- 23-249**      Approve the Annual Report and the Continued Use of the Military Equipment Funding, Acquisition and Use Policy Pursuant to Assembly Bill 481
- 23-173**      Adoption of a Resolution Setting Rates for Overall Solid Waste Services and Annual Clean-up Campaign in the Exclusive Franchise Area
- 23-174**      Adoption of a Resolution Setting Rates for the Storm Drain Environmental Compliance Fee

### **Tuesday, June 6, 2023 Joint Council and Authorities Concurrent & Stadium Authority Meeting**

#### **Study Session**

- 23-143**      Study Session to review Proposed FY 2023/24 and FY 2024/25 Biennial Operating Budget and FY 2023/24 Capital Improvement Program Budget Changes

### **Public Hearing/General Business**

- 23-206**      Public Hearing: Adoption of a Resolution Approving the Levy of Benefit Assessment upon the City of Santa Clara Parking Maintenance District No. 122 - Franklin Square
- 23-209**      Public Hearing: Adoption of a Resolution Approving the Levy of Benefit Assessment upon the City of Santa Clara Maintenance District No. 183 - Santa Clara Convention Center Complex

### **Tuesday, June 27, 2023 - Council and Authorities Concurrent Meeting**

#### **Public Hearing/General Business**

- 23-144**      Public Hearing: Action on the Adoption of the Proposed FY 2023/24 & FY 2024/25 Biennial Operating Budget and FY 2023/24 Capital Improvement Program Changes