



# City of Santa Clara

## Revised Agenda

### Council and Authorities Concurrent Meeting

---

Tuesday, July 6, 2021

4:00 PM

Virtual Meeting

Closed Session 4:00 PM

Open Session 6:30 PM

---

**\*\*Revision:**

**Added Item 21-953**

Pursuant to the provisions of California Governor's Executive Order N-29-20, issued on March 17, 2020, to prevent the spread of COVID-19, the City of Santa Clara has implemented 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 (now available during the meeting)
- Via email to [PublicComment@santaclaraca.gov](mailto:PublicComment@santaclaraca.gov)

As always, the public may view the meetings on [SantaClaraCA.gov](http://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

**4:00 PM CLOSED SESSION**

**Call to Order**

**Roll Call**

**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.*

**1.A 21-929** [CONFERENCE WITH LEGAL COUNSEL--EXISTING LITIGATION](#)  
[\(Paragraph \(1\) of subdivision \(d\) of Section 54956.9\)](#)  
[Name of case: Buzzell v. City of Santa Clara](#)  
[\(WCAB Case Nos. ADJ12998780, ADJ14200898, ADJ14260301, ADJ14260283, ADJ14322249\)](#)

- 1.B 21-928** [Public Employee Performance Evaluation pursuant to Government Code Section 54957\(b\)\(1\)](#)  
[Title: City Attorney](#)

Convene to Closed Session

**6:30 PM COUNCIL REGULAR MEETING**

*\*Open Session to be heard at 6:30 p.m. or shortly thereafter*

**Pledge of Allegiance and Statement of Values**

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

**CONTINUANCES/EXCEPTIONS/RECONSIDERATIONS**

**SPECIAL ORDER OF BUSINESS**

- 2.A 21-812** [Action on Silicon Valley Power Logo Temporary Redesign in Recognition of 125th Anniversary](#)

**Recommendation:** Approve and authorize the temporary usage of the alternate Silicon Valley Power logo redesign in celebration of its 125th Anniversary year.

- 2.B 21-950** [Recognize Local Youth Author Paarth Bansal](#)

**CONSENT CALENDAR**

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

- 3.A 21-932** [Action on April 6, 2021 Council and Authorities Concurrent Meetings Minutes](#)

**Recommendation:** Approve the Meeting Minutes of:  
Council & Authorities Concurrent Meeting - April 6, 2021

- 3.B 21-14** [Board, Commissions and Committee Minutes](#)

**Recommendation:** Note and file the Minutes of:  
Parks & Recreation Commission - May 18, 2021  
Historical and Landmarks Commission - May 6, 2021  
Senior Advisory Commission - May 24, 2021

**3.C 21-845** [Action on Bills and Claims Report \(CC\) for the period May 29th, 2021 - June 11th, 2021](#)

**Recommendation:** Approve the list of Bills and Claims for May 29, 2021 - June 11, 2021.

**3.D 21-234** [Action on an Agreement with Gates and Associates Landscape Architecture, Inc. for Design Professional Services for the Westwood Oaks Playground Rehabilitation Project](#)

**Recommendation:**

1. Approve and authorize the City Manager to execute an agreement with Gates and Associates Landscape Architecture, Inc. for the Westwood Oaks Playground Rehabilitation Project in the amount not-to-exceed \$92,817; and
2. Authorize the City Manager to make minor modifications, if needed.

**3.E 21-660** [Action on Agreements with DKS Associates, Kimley-Horn and Associates, Inc., and W-Trans for Traffic Engineering Consulting Support](#)

- Recommendation:**
1. Approve and authorize the City Manager to execute an agreement with DKS Associates for traffic engineering consulting support services, for a term ending on or about July 1, 2023 for a total amount not-to exceed \$83,300, subject to the appropriation of funds;
  2. Approve and authorize the City Manager to execute an agreement with Kimley-Horn and Associates, Inc. for traffic engineering consulting support services, for a term ending on or about July 1, 2023 for a total amount not-to exceed \$83,300, subject to the appropriation of funds;
  3. Approve and authorize the City Manager to execute an agreement with Whitelock & Weinberger Transportation, Inc., dba W-Trans, for traffic engineering consulting support services, for a term ending on or about July 1, 2023 for a total amount not-to exceed \$83,300, subject to the appropriation of funds;
  4. Authorize the City Manager to make minor modifications to the agreements, including amending the not-to-exceed amounts, as long as the cumulative compensation of all three agreements does not exceed \$250,000 for the initial two-year term, if necessary; and
  5. Authorize the City Manager to exercise up to two one-year options to extend the agreements after the initial two-year term, with the final term ending on July 1, 2025 if all options are exercised, and subject to the appropriation of funds.

- 3.F 21-758** [Action on Amendment No. 2 to the Agreement with Orchard Commercial, Inc. for Property Management Services for the Santa Clara Convention Center Complex located at 5001, 5101, and 5201 Great America Parkway](#)

***Recommendation:*** Authorize the City Manager to execute Amendment No. 2 to the Agreement with Orchard Commercial, Inc. for property management services to increase the amount of the agreement by \$77,400 and to extend the term of the agreement through July 31, 2022 for a revised not-to-exceed maximum compensation of \$472,918, subject to the appropriation of funds.

- 3.G 21-543** [Approval of the 2021 Santa Clara County Multi-Jurisdictional Program for Public Information; a program under the Community Rating System of the Federal Emergency Management Agency's National Flood Insurance Program](#)

***Recommendation:*** Approve the implementation of the 2021 Santa Clara County Multi-Jurisdictional Program for Public Information 5-Year Plan for the Community Rating System Program.

3.H 21-629 [Action on the Appropriation of Asset Forfeiture Funds for FY 2021/22 and Related Budget Amendment](#)

**Recommendation:**

1. Approve the appropriation of Asset Forfeiture Funds in the amount of \$182,500 pursuant to State and federal Regulations; and
2. 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 following FY 2021/22 budget amendments:
  - A. In the Expendable Trust Fund, recognize Beginning Fund Balance of \$182,500 from asset forfeiture funds received and establish a Transfer to the Police Operating Grant Trust Fund (**five affirmative Council votes required for the use of unused balances**); and
  - B. In the Police Operating Grant Trust Fund, establish a Transfer from the Expendable Trust Fund and establish a Seized Asset Funds appropriation in the amount of \$182,500 (**five affirmative Council votes required to appropriate additional revenue**).

**3.I 21-735** [Action on the Award of Purchase Orders with Technology, Engineering & Construction, Inc. and California Hazardous Services, Inc. for Fuel Storage Tank Services](#)

- Recommendation:**
1. Authorize the City Manager to execute a blanket purchase order with Technology, Engineering & Construction, Inc. to provide fuel storage tank compliance services for an initial term starting on July 1, 2021 and ending on June 30, 2022, with maximum compensation not-to-exceed \$60,000;
  2. Authorize the City Manager to execute a blanket purchase order with California Hazardous Services, Inc. to provide fuel maintenance services for an initial term starting on July 1, 2021 and ending on June 30, 2022, with maximum compensation not-to-exceed \$12,000;
  3. Authorize the City Manager to approve contingency amounts of 20 percent, or \$12,000 and \$2,400 on the purchase orders with Technology, Engineering & Construction, Inc. and California Hazardous Services, Inc., respectively, in the event additional or unexpected repairs or compliance services are required during the initial term; and
  4. Authorize the City Manager to exercise up to four one-year options to renew the purchase orders through June 30, 2026, if all options are exercised, and subject to the annual appropriation of funds.

**3.J 21-938** [Action on a Resolution Revising the Council and Authorities/Stadium Authority Regular Meeting Dates for the 2021 Calendar Year](#)

- Recommendation:** Adopt a Resolution revising the Council and Authorities/Stadium Authority regular meeting dates for the 2021 calendar year to reflect the cancelation of the August 31, 2021 Council and Authorities regular meeting and to set August 24, 2021 as a Joint Council and Authorities and Stadium Authority regular meeting.

**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**

4.      21-899      [Adopt a Resolution Establishing an Independent Redistricting Commission to Conduct Public Engagement and Adoption of City Council District Election Map as a Result of the 2020 U.S. Census](#)

**Recommendation:** Staff recommends City Council adopt a Resolution Establishing and Independent Redistricting Commission to Conduct Public Engagement and Adoption of City Council District Election Map as a Result of the 2020 U.S. Census

5.      21-887      [Direction on the Next Steps for the El Camino Real Specific Plan.](#)

**Recommendation:** 2. Prepare an alternative form of the Specific Plan that reduces densities from the prior draft Specific Plan, but maintains an overall average density greater than 35 units per acre.

6. 21-757 [Action on Amendment No. 4 to the Agreement for Professional Services with Perkins + Will for the Tasman East Specific Plan and Related Budget Amendment](#)

**Recommendation:** 1. 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 2021/22 budget amendment in the Other City Departments Operating Grant Trust Fund to recognize grant revenue in the amount of \$310,000 and establish a Planning Grants Program appropriation in the amount of \$310,000 (five affirmative council votes required to appropriate additional revenue); and

2. Authorize the City Manager to execute Amendment No. 4 to the Agreement with Perkins + Will for professional services to prepare the Amendment to the Tasman East Specific Plan to allow up to 1,500 additional units in the Tasman East area, along with preparation of the associated environmental clearance by increasing the amount of the agreement by \$275,000 and extending the term of the agreement through June 30, 2022 for a revised not-to-exceed maximum compensation of \$1,461,432.

7. 21-197 [Consideration of Silicon Valley Power Quarterly Strategic Plan Update](#)

**Recommendation:** Note and file the Silicon Valley Power Quarterly Strategic Plan Update.

8. Written Petition's Submitted

A. 21-912 [Action on a Written Petition \(Council Policy 030\) submitted by Gabriela Landaveri Requesting the City of Santa Clara Adopt a “Vision Zero” Policy \(Deferred from June 22, 2021\)](#)

**Recommendation:** Staff makes no recommendation.

- B. 21-891 [Action on a Written Petition \(Council Policy 030\) Submitted by Councilmember Jain Requesting to Place an Agenda Item at a Future Meeting to have a Policy Discussion on Data Centers \(Deferred from June 22, 2021\)](#)

***Recommendation:*** Staff has no recommendation and seeks Council direction.

- C. 21-926 [Action on a Written Petition \(Council Policy 030\) submitted by Ana Vargas-Smith on June 28, 2021 to add an agenda item to consider financial and in-kind support for the Santa Clara Parade of Champions Plan A \(Live Parade\) or Plan B \(Virtual Parade\)](#)

***Recommendation:*** Staff makes no recommendation.

- D. 21-953 [Action on a Written Petition \(Council Policy 030\) Submitted by Councilmember Watanabe Requesting to Place an Agenda Item at a Future Meeting to Discuss Preparation of a Letter from Mayor and Council to the California Citizens Redistricting Commission](#)

***Recommendation:*** Staff has no recommendation and seeks Council direction.

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

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

21-889 [Update on City Council and Stadium Authority Staff Referrals](#)

21-955 [Tentative Meeting Agenda Calendar \(TMAC\)](#)

#### **ADJOURNMENT**

The next regular scheduled meeting is on Tuesday evening, July 13, 2021

## 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

1500 Warburton Avenue  
Santa Clara, CA 95050  
santaclaraca.gov  
@SantaClaraCity

## Agenda Report

---

21-929

Agenda Date: 7/6/2021

---

### REPORT TO COUNCIL

#### SUBJECT

CONFERENCE WITH LEGAL COUNSEL--EXISTING LITIGATION

(Paragraph (1) of subdivision (d) of Section 54956.9)

Name of case: Buzzell v. City of Santa Clara

(WCAB Case Nos. ADJ12998780, ADJ14200898, ADJ14260301, ADJ14260283, ADJ14322249)



# City of Santa Clara

1500 Warburton Avenue  
Santa Clara, CA 95050  
santaclaraca.gov  
@SantaClaraCity

## Agenda Report

---

21-928

Agenda Date: 7/6/2021

---

### REPORT TO COUNCIL

#### SUBJECT

Public Employee Performance Evaluation pursuant to Government Code Section 54957(b)(1)

Title: City Attorney



## Agenda Report

21-812

Agenda Date: 7/6/2021

### REPORT TO COUNCIL

#### SUBJECT

Action on Silicon Valley Power Logo Temporary Redesign in Recognition of 125th Anniversary

#### COUNCIL PILLAR

Enhance Community Engagement and Transparency

#### BACKGROUND

The City's Electric Utility, Silicon Valley Power will be celebrating its 125<sup>th</sup> Anniversary in July 2021. It all began on July 23, 1896, when the creation of a municipal electric utility was authorized by order of the Santa Clara Board of Town Trustees. The Town of Santa Clara went to work creating a lighting plant consisting of forty-six 2,000-candlepower direct current lamps and a small dynamo (or electric generator). At the end of October 1896, the electric utility formally entered into service.

By 1903, the Town was outgrowing its system and invested \$5,000 to convert from direct current to alternating current, today's industry standard. This switch led to the abandonment of the small generation plant. Instead, wholesale power was purchased from the United Gas and Electric Company of San Jose and, for the next sixty-two years, the utility purchased all its electric power from privately-owned utilities.

In 1965, Silicon Valley began its launch into the high-tech era. After receiving an allocation of power from the Federal Central Valley Project, the utility began to diversify its resources. The City of Santa Clara became a charter member of the newly formed Northern California Power Agency (NCPA) on June 12, 1968.

Throughout the following years, Santa Clara and NCPA worked on behalf of several municipal electric utilities in Northern California. Together they gained access to wholesale transmission markets and jointly developed cost-effective electric generation resources to meet the growing demand for electricity.

Things changed once again in 1980 when Santa Clara launched its 6-megawatt (MW), Cogen No. 1 power plant, making it a generating utility for the first time in seventy-three years. In 1983, the 110-megawatt NCPA Geothermal Project entered into service with Santa Clara as a lead partner, holding a 55% participation share. Santa Clara, through NCPA, was among the first municipalities in the United States to own and operate a plant of this nature. Today, the City of Santa Clara's municipal electric utility owns, operates and participates in more than 1,000 MW of electric generating resources and serves a peak load of approximately 600 MW.

The name Silicon Valley Power (SVP) came into being in March 1998. The name change was in recognition of the vital role the utility plays in serving a growing community of innovation and

---

technology, as SVP powers some of the world's largest world-class high-tech companies.

After the 2001 California energy crisis and the continued steady growth of the technology sector in Santa Clara, SVP realized the need to build locally-controlled generation. The result was the construction of the 147 MW Donald Von Raesfeld combined-cycle natural gas power plant located within the City.

By the mid-2000s, Santa Clara became one of the nation's most attractive areas to build data centers due to low electric rates, dark fiber connectivity, high reliability and speed to market.

With growing demand for clean, efficient, and affordable energy, SVP launched the Santa Clara Green Power program in 2007 to provide customers the option for matching their energy use with 100 percent renewable energy credits for their homes and businesses.

In partnership with NCPA and other municipal utilities, the Lodi Energy Center was constructed and went into operation in 2012. This 280 MW natural gas power plant, of which SVP receives 72 MW, is one of the most efficient natural gas power plants in California and provides critical flexibility for the growing integration of renewables. Investment in this plant allowed SVP to divest from its coal generation ownership by the end of 2017.

In March 2013, SVP became the first electric utility in the U.S. to provide free citywide outdoor Internet access for all inhabitants and visitors. The service was included as SVP began deployment of its advanced meter program.

In 2018, SVP began delivering 100 percent clean energy to all residential customers. SVP currently provides over 50 percent of Santa Clara's electricity from carbon free and renewable resources in its overall power mix.

Today, SVP is investing in the electrification of the transportation and building sectors to meet the State's greenhouse gas reduction goals. The utility provides incentives to purchase electric vehicles (EV) and to install the charging infrastructure. It is also installing EV charging infrastructures available to the public throughout the city and is working toward conversion of the City fleet vehicles to EVs. SVP is also offering building electrification incentive programs for residential and commercial facilities.

Since 1967, SVP has worked to diversity its portfolio of generation resources by fuel type and geographic location, and is actively working to add an additional 500 MW of clean energy in the next five years. As SVP moves toward carbon free electricity in 2045, its generation investments are entirely in clean energy. SVP's mission to customers stems from the humble beginnings: We are dedicated to our community, customers, and employees. We provide safe, reliable, affordable, and sustainable energy services with exceptional customer focus.

## DISCUSSION

In recognition of this milestone achievement, SVP has redesigned the current 2015 logo to honor the 125<sup>th</sup> year for use on City and SVP communications and marketing material. The logo will only be used for a temporary period during the 125<sup>th</sup> Anniversary year celebration.

## 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

Staff time to develop logos and create marketing material.

#### COORDINATION

This report has been coordinated with 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>>.

#### RECOMMENDATION

Approve and authorize the temporary usage of the alternate Silicon Valley Power logo redesign in celebration of its 125<sup>th</sup> Anniversary year.

Reviewed by: Manuel Pineda, Chief Electric Utility Officer

Approved by: Deanna J. Santana, City Manager

#### ATTACHMENTS

1. SVP 125 Years Infographic History
2. SVP Logos Over the Last 25 Years and Temporary Redesign

# SILICON VALLEY POWER CELEBRATES 125 YEARS OF SERVICE

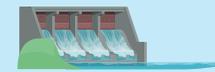
*and some incredible milestones along the way*

**1896**

*City of Santa Clara Electric Department is founded when a diesel generator starts powering 45 streetlights.*



**1967**



*Hydro power is allocated from the Federal Central Valley Project, beginning the diversification of resources.*

**1985**



*Energy generated by wind turbines on Altamont Pass, the City's first carbon-free resource aside from hydroelectric power.*

**1998**



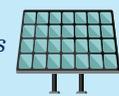
*The City's Electric Department becomes Silicon Valley Power (SVP) to reflect its growing role.*

**2013**



*SVP provides free citywide outdoor Wi-Fi access*

**2018**



*SVP delivers 100% clean energy to residents.*

**2021**

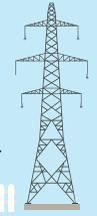
*SVP celebrates its 125th year of service for Santa Clara residents.*



**1903**



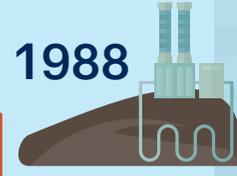
*Santa Clara invests \$5,000 in alternating current and begins providing electricity to customers within Santa Clara.*



**1980**

*Cogen 1 is launched, the City's first in-city power plant, a natural gas-powered facility.*

**1988**



*Geothermal power from the North Bay Area is added to the City's power mix in order to ensure reliability and competitive pricing.*

**2005**



*The Donald Von Raesfeld Power Plant, located in Santa Clara comes on line providing natural gas and 147 megawatts of electricity to SVP customers.*

**2017**

*SVP divests its ownership in the San Juan Coal Plant.*



**2020**

*SVP launches Electric Vehicle public and fleet infrastructure investment.*



# City of Santa Clara's Electric Department Branding

## Logos Over the Last 25 Years

1996	1998	2015 - Current
		

## 2021 – Proposed Temporary Logo(s) for use over the next year (with and without tagline)



*Powering* The Center of What's Possible Since 1896



## Agenda Report

21-950

Agenda Date: 7/6/2021

---

### REPORT TO COUNCIL

#### SUBJECT

Recognize Local Youth Author Paarth Bansal

#### BACKGROUND

In May 2021, Paarth Bansal, a third-grade student at Don Callejon School, had his first book, The Amazing World of Magnets, published by Amazon Books.

#### DISCUSSION

As a Special Order of Business on July 6, 2021, the Santa Clara City Council will recognize this exceptional student achievement by presenting Paarth with a Certificate of Special Mayoral Recognition, which will be accepted by Paarth and his family.

#### 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

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.

Reviewed by: Julie Minot, Executive Assistant to the Mayor and City Council

Approved by: Deanna J. Santana, City Manager



# City of Santa Clara

1500 Warburton Avenue  
Santa Clara, CA 95050  
santaclaraca.gov  
@SantaClaraCity

## Agenda Report

---

21-932

Agenda Date: 7/6/2021

---

### REPORT TO COUNCIL

#### SUBJECT

Action on April 6, 2021 Council and Authorities Concurrent Meetings Minutes

#### COUNCIL PILLAR

Enhance Community Engagement and Transparency

#### RECOMMENDATION

Approve the Meeting Minutes of:  
Council & Authorities Concurrent Meeting - April 6, 2021



# City of Santa Clara

## Meeting Minutes

### Council and Authorities Concurrent Meeting

---

04/06/2021

4:00 PM

Virtual Meeting

---

#### **\*\*Revisions:**

#### **Added Closed Session Item 21-552 and Item 21-556**

Pursuant to the provisions of California Governor's Executive Order N-29-20, issued on March 17, 2020, to prevent the spread of COVID-19, the City of Santa Clara has implemented 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 (now available during the meeting)
- Via email to [PublicComment@santaclaraca.gov](mailto:PublicComment@santaclaraca.gov)

As always, the public may view the meetings on [SantaClaraCA.gov](http://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.

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

#### **Call to Order**

**Mayor Gillmor** called the meeting to order at 4:04 PM.

#### **Roll Call**

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

#### **Public Comment**

**Public Speaker(s):** S.C. CA (e-comment)

- 1.A**     [21-552](#)     Pursuant to California Government Code Section 54956.9(d)(2) and (e)(3) and Section 54956.9(d)(4):  
CONFERENCE WITH CITY'S OUTSIDE ATTORNEY - ANTICIPATED LITIGATION  
One (1) item of anticipated litigation (Continued from April 1, 2021)
- 1.B**     [21-532](#)     Conference with Labor Negotiators (CC)  
Pursuant to Gov. Code § 54957.6  
City representative: Deanna J. Santana, City Manager (or designee)  
Employee Organization(s):  
Unit #1-Santa Clara Firefighters Association, IAFF, Local 1171  
Unit #2-Santa Clara Police Officer's Association  
Unit #3-IBEW Local 1245 (International Brotherhood of Electrical Workers)  
Unit #4-City of Santa Clara Professional Engineers  
Units #5, 7 & 8-City of Santa Clara Employees Association  
Unit #6-AFSCME Local 101 (American Federation of State, County and Municipal Employees)  
Unit #9-Miscellaneous Unclassified Management Employees  
Unit #9A-Unclassified Police Management Employees  
Unit #9B-Unclassified Fire Management Employees  
Unit #10-PSNSEA (Public Safety Non-Sworn Employees Association)  
(Continued from March 23, 2021)
- 1.C**     [21-542](#)     Conference with Legal Counsel-Anticipated Litigation (CC)  
Pursuant to Gov. Code § 54956.9(d)(4) - Initiation of litigation  
Number of potential cases: 1  
Facts and Circumstances: Consideration of recommendations contained in the TAP International Financial Audit Titled "Contract Close Out Review: Convention and Visitor's Bureau"
- 1.D**     [21-556](#)     Conference with Legal Counsel-Existing Litigation (CC)  
Pursuant to Gov. Code § 54956.9(d)(1)  
City of Santa Clara v. Yumori Kaku, et al., California Sixth District Court of Appeal Case No. H046105

**Convene to Closed Session**

**Council** convened to Closed Session at 4:06 PM and reconvened the meeting at 6:01 PM.

**5:30 PM COUNCIL REGULAR MEETING**

## Pledge of Allegiance and Statement of Values

**Council** recited the Pledge of Allegiance.

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

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

**Mayor Gillmor** called for a Moment of Silence in honor of the life of former **Councilmember Jim Ash** and expressed gratitude for his service to the City of Santa Clara.

[21-565](#)

Moment of Silence at the April 6, 2021 City Council Meeting Post Meeting Material

## REPORTS OF ACTION TAKEN IN CLOSED SESSION MATTERS

**City Attorney Doyle** noted that there was no reportable action from Closed Session.

## CONTINUANCES/EXCEPTIONS/RECONSIDERATIONS

**A motion was made by Councilmember Becker, seconded by Councilmember Jain, to defer Items 1.B and 1.C from Closed Session to April 20, 2021 Council & Authorities Concurrent Meeting..**

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

## CONTINUANCES/EXCEPTIONS/RECONSIDERATIONS

**Mayor Gillmor** recused herself from Item 7 due to a potential Conflict of Interest as her business is in Franklin Mall.

**A motion was made by Councilmember Watanabe, seconded by Councilmember Jain, to move Item 7 to be heard after Item 3.**

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

**Recused:** 1 - Mayor Gillmor

**SPECIAL ORDER OF BUSINESS**

2.A [21-235](#) Recognize Local Author Marvin J. Sung

**Mayor Gillmor** presented a Special Mayoral Recognition to **Marvin J. Sung** for his achievement for authoring a book called *Book of the Beginning*.

2.B [21-266](#) Presentation of Cultural Commission Work Plan Goals and Activities

**Cultural Commission Chair Samara** and **Commissioner von Huene** gave a Powerpoint Presentation on the Cultural Commission WorkPlan and Goals.

**Cultural Commission Chair Samara, Commissioner von Huene** and **City Manager Santana** addressed **Council** questions and comments.

2.C [21-392](#) Verbal Report from City Manager regarding COVID-19 Pandemic

**Chief Emergency Services Officer Schoenthal** provided the following update and PowerPoint Presentation on COVID-19:

- Up-to-Date data on the COVID-19 rates in Santa Clara County;
- California has among the lowest postivity rates in the United States;
- State of California anticipates getting rid of the blueprint on June 15, 2021;
- California Governor Gavin Newsom anticipates the State will be back to business as usual on June 15, 2021;
- Effective April 15, 2021, State of California expanded access for vaccinated residents;
- Eligibility for Vaccines to California Residents will expand to 16 year olds and over;
- Retail Pharmacies expanding Vaccine availability;
- April 4 - April 10, 2021 is National Library Week and Library access hours are expanding;
- Santa Clara County urges continued COVID-19 Testing;
- City of Santa Clara hosted a Mobile Blood Drive on April 1, 2021;
- Phase 3 has begun for the Emergency Rental Assistance Program.

**Chief Emergency Services Officer Schoenthal** addressed Council questions and comments.

**Public Speaker(s):** Kirk Vartan

**STUDY SESSION**

3. [21-918](#) Study Session: Housing Element Update

**Recommendation:** Note and file the report on the Housing Element Update.

**Director of Community Development Crabtree** gave a Powerpoint Presentation on the Housing Element Update.

**Council** comments and questions followed.

**Director of Community Development Crabtree** addressed **Council** questions.

**Public Speaker(s):** Guest

Wesley Mukoyama

Dennis Martin

Michael Tsai

Sal Caruso

David Vierra (e-mail)

Susan Hinton (e-comment)

**Council** comments and questions followed.

**Director of Community Development Crabtree** addressed **Council** questions.

**A motion was made by Councilmember Watanabe, seconded by Councilmember Becker, to note and file the report on the Housing Element Update.**

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

**Mayor Gillmor** called for a recess at 9:00 PM and reconvened the meeting at 9:11 PM.

7. [21-365](#) Report from the Chair of the Downtown Community Task Force (DCTF) on the status of the work of the Task Force

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

**Mayor Gillmor** recused herself from this Item as her business is in Franklin Mall.

**Vice Mayor Chahal** presided on this Item.

**Councilmember Jain** noted that the City received a letter from Bob O'Keefe requesting **Councilmember Jain** to recuse himself from this item due to a potential conflict of interest as his property is within 1,000 feet of Downtown Santa Clara and his wife works for Santa Clara University.

**City Attorney Doyle** noted that the City Attorney's Office reviewed the letter submitted by Bob O'Keefe and disagrees with the statement that there is a potential conflict of interest regarding **Councilmember Jain's** property within 1,000 ft. However, there appears to be potential issue with **Councilmember Jain's** wife's income from Santa Clara University and that there is potential effect of the **Council's** decision on the Downtown as it relates to Santa Clara University. **City Attorney Doyle** advised **Councilmember Jain** not participate in this discussion and decision until he receives formal advice from the Fair Political Practices Commission (FPPC).

**Vice Mayor Chahal** inquired with **City Attorney Doyle** regarding the FPPC advice received regarding **Councilmember Jain's** potential conflict of interest.

**City Attorney Doyle** noted that the FPPC advice received was in regards to **Councilmember Jain's** property within 1,000 feet of Downtown, however the advice sought was not in regards to his wife's income. **City Attorney Doyle** stated that he will seek formal advice from the FPPC regarding potential conflict of interest regarding **Councilmember Jain's** wife being employed by Santa Clara University.

**Council** discussion continued and **City Manager Santana** addressed **Council** concern.

**Councilmember Becker** requested that **Council** consider opening Public Presentations due to the lateness of the hour prior to hearing Item 7.

**Mayor Gillmor** returned and presided over the meeting.

**Public Speaker(s):** Michael Tsai  
Mary Grizzle  
Guest  
Wesley Mukoyama

**A motion was made by Councilmember Becker, seconded by Councilmember Jain, to move to Public Presentations prior to continuing discussions on Item 7.**

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

**Nay:** 2 - Councilmember Watanabe, and Mayor Gillmor

## PUBLIC PRESENTATIONS

**Wesley Mukoyama** expressed comments of concern regarding **Councilmember Watanabe's** denial of **Councilmember Park** speaking at an Anti-Asian Hate Rally.

**Richard Konda** expressed comments of concern regarding **Councilmember Watanabe's** denial of **Councilmember Park** speaking at an Anti-Asian Hate Rally.

**Michele Lew** expressed comments of concern regarding **Councilmember Watanabe's** denial of **Councilmember Park** speaking at an Anti-Asian Hate Rally.

**Guest** expressed comments of concern regarding **Councilmember Watanabe's** denial of **Councilmember Park** speaking at an Anti-Asian Hate Rally.

**Vanessa Grijalva** expressed comments of concern regarding **Councilmember Watanabe's** denial of **Councilmember Park** speaking at an Anti-Asian Hate Rally.

**Yuki Izeke** requested **Council** to define plans to reopen City Hall as the State of California is anticipated to open June 15, 2021.

**Michael Tsai** expressed comments of concern regarding **Councilmember Watanabe's** denial of **Councilmember Park** speaking at an Anti-Asian Hate Rally.

**Kirk Vartan** expressed comments regarding a book donated to **Council** about how to collaborate effectively and getting to "Yes," his submitted Written Petition regarding **Council** to have their videos on Zoom, and comments in support of **Councilmember Watanabe's** character.

**Councilmember Watanabe** expressed comments regarding her reason for the March 31, 2021 Anti-Asian Hate Rally, logistics of organizing the event, and **Councilmember Park's** to request speak during the event. **Councilmember Watanabe** apologized to the AAPI Community and to **Councilmember Park** regarding denying his request to speak at the event.

**Mayor Gillmor** expressed comments in support of **Councilmember Watanabe's** character and concern in regards to **Councilmember Park's** denial to speak at the Anti-Asian Hate Rally.

**Councilmember Park** expressed comments regarding the timeline of events that occurred at the Anti-Asian Hate Rally and his interactions with **Councilmember Watanabe**, and the hate Asian Americans experience.

**Mayor Gillmor** asked **Councilmember Park** if he would have done anything different.

**Councilmember Park** noted he would have RSVP'd prior to the event.

**Councilmember Becker** expressed comments of concern regarding **Councilmember Watanabe's** denial of **Councilmember Park's** request to speak and hope to rebuild, work together and to move forward.

**Mayor Gillmor** noted that there were other Elected Officials who RSVP'd and listed to speak.

**Vice Mayor Chahal** expressed comments of concern regarding his interactions with **Councilmember Watanabe**.

**Councilmember Hardy** noted that she has witnessed the interactions between **Councilmember Watanabe** and **Vice Mayor Chahal**.

**Councilmember Park** expressed comments of concern regarding the impact of being denied to speak at the event and **Councilmember Watanabe** actions had after the event has had on residents and the AAPI community.

**Vice Mayor Chahal** expressed comments regarding the letters received from Community Leaders regarding **Councilmember Park's** denial to speak at the Anti-Asian Hate Rally. **Vice Mayor Chahal** noted he would like to sit down with **Councilmember Watanabe** to discuss any differences they may have and how to work together in the future.

**Mayor Gillmor** noted all the Councilmembers care about Santa Clara's diverse community while approaching their actions differently.

**Councilmember Watanabe** noted that she had a prepared run of show with the Community Leaders who RSVP'd and that she is sorry that her actions had on **Councilmember Park**, Community Leaders, and the AAPI community.

7. [21-365](#) Report from the Chair of the Downtown Community Task Force (DCTF) on the status of the work of the Task Force

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

**Mayor Gillmor** recused herself as her business is in Franklin Square.

**Vice Mayor Chahal** presided over this item.

**Councilmember Jain** will not participate in this discussion and decision until he receives formal advise from Fair Political Practices Commission (FPPC), however can listen to the discussion as noted by **City Attorney Doyle**.

**Downtown Community Task Force Chair Thompson** and **Vice Chair Ondrasek** gave a Powerpoint Presentation.

**Downtown Community Task Force Chair Thompson, Vice Chair Ondrasek,** and **City Manager Santana** addressed **Council** questions.

**Public Speaker(s):** Sal Caruso

Guest

Mary Grizzle

**Downtown Community Task Force Chair Thompson, Vice Chair Ondrasek,** and **City Manager Santana** addressed **Council** questions.

**A motion was made by Councilmember Becker, seconded by Councilmember Watanabe, to direct staff to return to Council with a contract amendment and funding source for the services for the Downtown Precise Plan.**

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

**Abstained:** 1 - Councilmember Jain

**Recused:** 1 - Mayor Gillmor

### **CONSENT CALENDAR**

**Mayor Gillmor** returned and presided over the meeting.

**A motion was made by Councilmember Becker, seconded by Councilmember Jain, to approve the Balance of the Consent Calendar (except Items 4.K and 4.N).**

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

**4.A**     [21-08](#)     Board, Commissions and Committee Minutes

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

City-School Liaison Committee - September 2, 2020  
Parks & Recreation Commission - February 16, 2021  
Senior Advisory Commission - February 22, 2021  
Downtown Community Task Force - January 21, 2021  
Downtown Community Task Force - February 3, 2021  
Downtown Community Task Force - February 18, 2021  
Santa Clara Tourism Improvement District Advisory Board - October 8, 2020  
Santa Clara Tourism Improvement District Advisory Board - December 10, 2020  
Santa Clara Tourism Improvement District Advisory Board - January 8, 2021  
Santa Clara Tourism Improvement District Advisory Board - January 21, 2021  
Santa Clara Tourism Improvement District Advisory Board - February 18, 2021

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

**4.B**     [21-533](#)     Action on Council Priority Setting Session Minutes of Day 1- February 1, 2021 and Day 2 - February 2, 2021

**Recommendation:** Approve the meeting minutes of:  
Council Priority Setting Session Day 1 - February 1, 2021  
Council Priority Setting Session Day 2 - February 2, 2021

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

- 4.C [21-200](#) Action on an Agreement for Services with Milton Security Group, Inc. for Information Technology Support Services for Silicon Valley Power

**Recommendation:**

1. Authorize the City Manager to execute an Agreement for Services with Milton Security Group, Inc. for information technology support services, for a term starting on May 1, 2021 and ending on April 30, 2026 for total maximum amount not-to-exceed compensation of \$4,500,000, subject to the annual appropriation of funds; and
2. Authorize the City Manager to execute up to five one-year options to extend the term of the Agreement after the initial term, ending April 30, 2031, assuming all options are exercised, and subject to the annual appropriation of funds.

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

- 4.D [21-48](#) Action on an Agreement with Studio G Architects, Inc. for Design and Engineering Support Services for the Utilities Corporation Yard Field Services Center Building Renovation Project (CE 20-21-12)

**Recommendation:**

1. Approve and authorize the City Manager to execute a Design Services Agreement with Studio G Architects, Inc. for the Utilities Corporation Yard Field Services Center Building Renovation Project in the amount not-to-exceed \$224,000; and
2. Authorize the City Manager make minor, non-substantive modifications, including time extensions, to the Agreement, if needed.

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

- 4.E [21-1262](#) Action on an Agreement with Plump Engineering, Inc. for Design Professional Services for the Bowers Park Building and Sarah Fox Mausoleum Roof Rehabilitation Project

**Recommendation:**

1. Approve and authorize the City Manager to execute an agreement with Plump Engineering, Inc. for the Bowers Park Building and Sarah Fox Mausoleum Roof Rehabilitation Project in the amount not-to-exceed \$136,390; and
2. Authorize the City Manager to make minor modifications, including time extensions, to the agreement, if needed.

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

- 4.F [21-201](#) Action on an Agreement for Services with Flynn Resource Consultants, Inc. for As-needed Transmission System Analysis, and Related Engineering Consultant Services

- Recommendation:**
1. Authorize the City Manager to execute an Agreement for Services with Flynn Resource Consultants, Inc. for as-needed Transmission System Analysis, and Related Engineering Consultant Services, for a term starting on or about May 1, 2021 and ending on or about April 30, 2026 for total maximum amount not-to-exceed \$5,000,000 during the initial term, subject to the annual appropriation of funds; and
  2. Authorize the City Manager to execute up to five one-year options to extend the term of the Agreement after the initial term, ending April 30, 2031, assuming all options are exercised, and subject to the annual appropriation of funds.

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

- 4.G [21-414](#) Action on Microsoft Enterprise Agreement and Enrollment with Dell Marketing, LP, for Microsoft Office 365 Software and Enterprise Licenses

- Recommendation:**
1. Authorize the continued participation in the Microsoft Enterprise License Agreement for State and Local Governments (“Enterprise Agreement”), a cooperative agreement administered by the County of Riverside, California on behalf of State and Local public agencies and enrolment with Dell Marketing, LP, pursuant to the terms and conditions of the Enterprise Agreement;
  2. Authorize the City Manager to execute purchase orders and other required enrollment documentation to purchase Microsoft Office 365 and related enterprise licenses for an initial three-year term beginning on May 1, 2021 and ending on April 30, 2024 in an amount not to exceed \$1,382,424, which includes a 5% annual contingency for increase in license counts, subject to the appropriation of funds;
  3. Authorize the City Manager to execute up to one additional three-year option to extend the term after the initial term through April 30, 2027, subject to the appropriation of funds; and
  4. Authorize the City Manager to issue amendments, change orders, and enrollment documents as required to cover any unanticipated changes, including subscriptions at the Enterprise Agreement discounted rates as may be required, subject to the appropriation of funds.

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

- 4.H [21-202](#) Action on an Agreement for Services with Energy Project Solutions, LLC for Gas Pipeline Compliance, Inspection, Maintenance, and Repair Services

**Recommendation:**

1. Authorize the City Manager to execute an Agreement for Services with Energy Project Solutions, LLC for Gas Pipeline Compliance, Inspection, Maintenance, and Repair Services, for an initial term starting on May 1, 2021 and ending on April 30, 2026 for total maximum compensation not-to-exceed \$3,186,900, subject to the annual appropriation of funds;
2. Authorize the City Manager to execute up to five one-year options to extend the term of the Agreement after the initial term, ending April 30, 2031, subject to the annual appropriation of funds; and
3. Authorize the City Manager to add or delete services consistent with the scope of the agreement, and allow future rate adjustments subject to request and justification by contractor, approval by the City, and the appropriation of funds.

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

- 4.I [21-129](#) Action on the Award of Purchase Order to Bear Electrical Solutions, Inc. for Traffic Signal Maintenance, Repair, and Support Services

**Recommendation:**

1. Authorize the City Manager to execute a Purchase Order with Bear Electrical Solutions, Inc. for traffic signal maintenance, repair, and support services, for a term starting on or about April 6, 2021 and ending on or about April 6, 2023 for a maximum amount not-to-exceed \$1,558,346, subject to the appropriation of funds; and
2. Authorize the City Manager to exercise up to three one-year options to extend the term of the purchase order after the initial term through February 28, 2026 for ongoing traffic signal maintenance, repair, and support services, subject to the appropriation of funds.

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

- 4.J [21-1241](#) Action of the Award of Purchase Orders with Quality Traffic Data, LLC and Traffic Data Service CA, LLC for Traffic Data Collection Services

- Recommendation:**
1. Authorize the City Manager to execute a purchase order with Quality Traffic Data, LLC for traffic data collection services, for a term ending on or about April 6, 2022 for a total amount not-to-exceed \$60,000, subject to the appropriation of funds;
  2. Authorize the City Manager to execute a purchase order with Traffic Data Service CA, LLC for traffic data collection services, for a term ending on or about April 6, 2022 for a total amount not-to-exceed \$60,000, subject to the appropriation of funds; and
  3. Authorize the City Manager to exercise up to four one-year options to extend the term of both purchase orders after the initial term through April 6, 2026 for ongoing traffic data collection services, subject to the appropriation of funds.

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

- 4.L [21-445](#) Action on a Resolution Approving Purchase and Sale Agreements for Electric Utility Easements on the South Loop Reconfigure Project for the following properties: 999 Martin Avenue [224-60-005], 1055 Martin Avenue [224-60-011], 1061 Martin Avenue & 1199 Martin Avenue [224-60-013 & 224-60-012], 1261 Martin Avenue [224-60-014], 1501 Martin Avenue [224-61-004], and 2311 Lafayette Street [224-40-008]

- Recommendation:**
1. Adopt the Resolution approving the Purchase and Sale Agreements for overhead electric easements at 999 Martin Avenue [224-60-005], 1055 Martin Avenue [22460-011], 1061 Martin Avenue & 1199 Martin Avenue [224-60-013 & 224-60-012], 1261 Martin Avenue [224-60-014], 1501 Martin Avenue [224-61-004], and 2311Lafayette Street [224-40-008]; and
  2. Authorize the recordation thereof.

**A motion was made by Councilmember Becker, seconded by Councilmember Jain, to adopt Resolution No. 21-8954, approving Purchase and Sale Agreements for Electric Utility overhead easements at 999 Martin Avenue [224-60-005], 1055 Martin Avenue [224-60-011], 1061 Martin Avenue & 1199 Martin Avenue [224-60-013 & 224-60-012], 1261 Martin Avenue [224-60-014], 1501 Martin Avenue [224-61-004], and 2311Lafayette Street [224-40-008]; and authorize the recordation thereof.**

**4.M**     [21-153](#)     Action on Adoption of a Resolution of Intention to Establish the Santa Clara Tourism Improvement District under the Property and Improvement District Law of 1994

**Recommendation:** Alternative 1: Adopt a Resolution of Intention declaring the City's intent to establish the Santa Clara Tourism Improvement District (SCTID) for 5 years starting July 1, 2021.

**A motion was made by Councilmember Becker, seconded by Councilmember Jain, to adopt Resolution No. 21-8955, to establish the Santa Clara Tourism Improvement District under the Property and Improvement District Law of 1994.**

**4.O**     [21-223](#)     Note and File Ten-Year Goals for Silicon Valley Power's Energy Efficiency Program

**Recommendation:** Note and File Ten-Year Goals for Silicon Valley Power's Energy Efficiency Program.

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

**4.P**     [21-233](#)     Action on a Resolution Authorizing the Filing of an Application with the Metropolitan Transportation Commission for Allocation of Transportation Development Act Article 3, Pedestrian and Bicycle Project Funding for Fiscal Year 2021/22

**Recommendation:** Adopt a Resolution Authorizing the Filing of an Application with the Metropolitan Transportation Commission for Allocation of Transportation Development Act Article 3, Pedestrian and Bicycle Project Funding for Fiscal Year 2021/22.

**Public Speaker(s):** Susan Hinton (e-comment)

**A motion was made by Councilmember Becker, seconded by Councilmember Jain, to adopt Resolution No. 21-8956, authorizing the filing of an Application with the Metropolitan Transportation Commission for Allocation of Transportation Development Act Article 3, Pedestrian and Bicycle Project Funding for Fiscal Year 2021/22.**

**CONSENT ITEMS PULLED FOR DISCUSSION**

4.K [21-389](#) Action on Award of Contract for the 2021 Annual Street Maintenance and Rehabilitation Project (CE 20-21-02) to O’Grady Paving, Inc. and Related Budget Amendment

- Recommendation:**
1. Award the Public Works Contract for the 2021 Annual Street Maintenance and Rehabilitation Project (CE 20-21-02), including the Base Bid, Add Alternate A, and Add Alternate B, to the lowest responsive and responsible bidder, O’Grady Paving, Inc., in the amount of \$6,840,367 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. Authorize the City Manager to execute change orders up to approximately 10 percent of the original contract price, or \$684,033, for a total project budget not to exceed amount of \$7,524,400; and
  3. 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 following FY 2020/21 budget amendments:
    - A. In the Streets and Highways Capital Fund, recognize transfers of \$87,260 from the Water Utility Fund and \$87,260 from the Sewer Utility Fund, and increase the Annual Street Maintenance and Rehabilitation Program project by \$174,520 (**five affirmative Council votes required to appropriate additional revenue**);
    - B. In the Water Utility Fund, increase the transfer to the Streets and Highways Capital Fund and reduce the unrestricted ending fund balance by \$87,260 (**five affirmative Council votes required for the use of unused balances**); and
    - C. In the Sewer Utility Fund, increase the transfer to Streets and Highways Capital Fund and reduce the unrestricted ending fund balance by \$87,260. (**five affirmative Council votes required for the use of unused balances**).

**Councilmember Jain** pulled this item for information on how long the projects take and to provide a spreadsheet on the website with the status of the projects.

**City Manager Santana** addressed **Council** questions.

**Public Speaker(s):** Public Speaker (1)

A motion was made by Councilmember Jain, seconded by Councilmember Hardy, to approve (1) award the Public Works Contract for the 2021 Annual Street Maintenance and Rehabilitation Project (CE 20-21-02), including the Base Bid, Add Alternate A, and Add Alternate B, to the lowest responsive and responsible bidder, O’Grady Paving, Inc., in the amount of \$6,840,367 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) authorize the City Manager to execute change orders up to approximately 10 percent of the original contract price, or \$684,033, for a total project budget not to exceed amount of \$7,524,400; and (3) 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 following FY 2020/21 budget amendments: A. In the Streets and Highways Capital Fund, recognize transfers of \$87,260 from the Water Utility Fund and \$87,260 from the Sewer Utility Fund, and increase the Annual Street Maintenance and Rehabilitation Program project by \$174,520 (five affirmative Council votes required to appropriate additional revenue); B. In the Water Utility Fund, increase the transfer to the Streets and Highways Capital Fund and reduce the unrestricted ending fund balance by \$87,260 (five affirmative Council votes required for the use of unused balances); and C. In the Sewer Utility Fund, increase the transfer to Streets and Highways Capital Fund and reduce the unrestricted ending fund balance by \$87,260 (five affirmative Council votes required for the use of unused balances), and (4) return with a communication plan regarding status of the projects.

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

4.N [21-69](#) Action on Introduction of an Ordinance to Reinstate the International Exchange Commission (IEC)

**Recommendation:** Approve the introduction of an ordinance to reinstate the International Exchange Commission, and amend the powers, functions, and duties of the Cultural Commission.

**Councilmember Park** pulled this item for further clarification regarding expenses related to the International Exchange Commission.

**City Manager Santana** addressed **Council** questions.

**Public Speaker(s):** Public Speaker (1)

**A motion was made by Councilmember Chahal, seconded by Councilmember Watanabe, to approve the introduction of Ordinance No. 2030 to reinstate the International Exchange Commission, and amend the powers, functions, and duties of the Cultural Commission.**

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

**Nay:** 1 - Councilmember Jain

**PUBLIC HEARING/GENERAL BUSINESS**

6. [21-228](#) Action on a Resolution authorizing the City Manager to Negotiate and Execute Master Service Agreements with General Electric Packaged Power LLC and TransCanada Turbines to Perform Gas Turbine Engine Field and Depot Services subject to the following conditions:
1. Each agreement shall have an initial term of five years and shall have a maximum amount not-to-exceed set by the City Manager subject to an aggregate maximum authority of \$30,000,000 during the initial term with annual spending subject to the annual appropriation of funds;
  2. The City Manager shall be authorized to add or delete services consistent with the scope of the agreements and allow future rate adjustments subject to justification by contractor and the appropriation of funds; and
  3. Authorize the City Manager to execute up to five one-year options to extend the term of the master service agreements, subject to the annual appropriation of funds.

**Recommendation:** Adopt a Resolution authorizing the City Manager to Negotiate and Execute Master Service Agreements with General Electric Packaged Power, LLC and TransCanada Turbines to perform gas turbine engine field and depot services subject to the following conditions:

1. Each agreement shall have an initial term of five years and shall have a maximum amount not-to-exceed set by the City Manager subject to an aggregate maximum authority of \$30,000,000 during the initial term with annual spending subject to the annual appropriation of funds;
2. The City Manager shall be authorized to add or delete services consistent with the scope of the agreements and allow future rate adjustments subject to justification by contractor and the appropriation of funds; and
3. Authorize the City Manager to execute up to five one-year options to extend the term of the master service agreements, subject to the annual appropriation of funds.

**Chief Electric Utility Officer Pineda** gave a verbal report on the Master Service Agreements to Perform Gas Turbine Engine Field and Depot Services.

**Chief Electric Utility Officer Pineda** addressed **Council** questions.

**Vice Mayor Chahal** recused himself from this item due to a potential conflict of interest as his property is in close proximity to this item.

**A motion was made by Councilmember Becker, seconded by Councilmember Hardy, to adopt Resolution No. 8957 authorizing the City Manager to Negotiate and Execute Master Service Agreements with General Electric Packaged Power, LLC and TransCanada**

Turbines to perform gas turbine engine field and depot services subject to the following conditions: (1) Each agreement shall have an initial term of five years and shall have a maximum amount not-to-exceed set by the City Manager subject to an aggregate maximum authority of \$30,000,000 during the initial term with annual spending subject to the annual appropriation of funds; (2) authorize the City Manager to add or delete services consistent with the scope of the agreements and allow future rate adjustments subject to justification by contractor and the appropriation of funds; and (3) authorize the City Manager to execute up to five one-year options to extend the term of the master service agreements, subject to the annual appropriation of funds.

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

**Recused:** 1 - Vice Mayor Chahal

5. [21-196](#) Consideration of Silicon Valley Power Quarterly Strategic Plan Update

**Recommendation:** Note and file the Silicon Valley Power Quarterly Strategic Plan Update.

**A motion was made by Councilmember Becker, seconded by Councilmember Watanabe, to continue the rest of the agenda items to April 20, 2021 Council & Authorities Concurrent Meeting.**

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

8. [21-521](#) Discussion on Consideration of the Sale of the Loyaltan Ranch Property (Continued from March 23, 2021)

**Recommendation:** Staff has no recommendation and is seeking Council direction.

**Continued to April 20, 2021 Council & Authorities Concurrent Meeting.**

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

**Continued to April 20, 2021 Council & Authorities Concurrent Meeting.**

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

**Continued to April 20, 2021 Council & Authorities Concurrent Meeting.**

- [21-501](#) Update on City Council and Stadium Authority Staff Referrals

[21-507](#) Tentative Meeting Agenda Calendar (TMAC)

[21-566](#) Adjournment of the April 6, 2021 City Council Meeting Post Meeting Material

### **ADJOURNMENT**

The meeting was adjourned at 11:43 PM in memory of **Don Herbelin (Long-Time Santa Clara Resident)** and **Jim Ash (Former City of Santa Clara Councilmember)**.

**Councilmember Jain** and **Councilmember Park** expressed comments in memory of **Don Herbelin**.

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

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

The next regular scheduled meeting is on Tuesday evening, April 20, 2021.

## 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)

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  
@SantaClaraCity

## Agenda Report

---

21-14

Agenda Date: 7/6/2021

---

### REPORT TO COUNCIL

#### SUBJECT

Board, Commissions and Committee Minutes

#### COUNCIL PILLAR

Enhance Community Engagement and Transparency

#### RECOMMENDATION

Note and file the Minutes of:

Parks & Recreation Commission - May 18, 2021

Historical and Landmarks Commission - May 6, 2021

Senior Advisory Commission - May 24, 2021



# City of Santa Clara

## Meeting Minutes

### Parks & Recreation Commission

---

05/18/2021

7:00 PM

Virtual Meeting

---

Pursuant to the provisions of California Governor's Executive Order N-29-20, issued on March 17, 2020, to prevent the spread of COVID-19, the City of Santa Clara has implemented methods for the public to participate remotely:

Via Zoom:

<https://santaclaraca.zoom.us/j/91316665755>

Meeting ID: 913 1666 5755 or

Phone: (669) 900-6833

The meeting set-up is in line with the recommendations of the COVID-19 White House Task Force, which notes no more than ten (10) people gathering. The Chair will be present for the meeting with the staff liaison and commissioners participating remotely.

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

Chair Martinez Called the meeting to order at 7:01 PM.

- Present** 6 - Commissioner Andrew Knaack, Chair Joe Martinez, Commissioner George Guerra, Commissioner Burt Field , Vice Chair Eversley Forte, and Commissioner Kelly Gonzalez
- Absent** 1 - Commissioner Derreck Carter-House

**A motion was made by Commissioner Guerra, and seconded by Commissioner Gonzalez to excuse Commissioner Carter-House.**

**Aye:** 6 - Commissioner Knaack, Chair Martinez, Commissioner Guerra, Commissioner Field , Vice Chair Forte, and Commissioner Gonzalez

**Excused:** 1 - Commissioner Carter-House

**CONSENT CALENDAR**

- 1.A [21-724](#) Action on the Parks & Recreation Commission Minutes of the April 20, 2021 Meeting

**A motion was made by Commissioner Forte, and seconded by Commissioner Field to recommend that the minutes be approved.**

**Aye:** 5 - Commissioner Knaack, Chair Martinez, Commissioner Field , Vice Chair Forte, and Commissioner Gonzalez

**Nay:** 1 - Commissioner Guerra

**Excused:** 1 - Commissioner Carter-House

**PUBLIC PRESENTATIONS**

None.

**GENERAL BUSINESS**

2. [21-739](#) Informational Report on Proposed Revisions to Council Policy 035 ("Naming of Facilities")
3. [21-737](#) Presentation on the City Plaza Park Gazebo Enhancement Project
4. [21-723](#) Parks & Recreation Commission Work Plan Goals for FY 2020/21

The Department and the Commission are currently in a holding pattern with community outreach and input for the proposed 30+ acre community park which is contingent upon progress on the next phase by the Related Project. COVID-19 has had a negative economic impact on the City and the Parks & Recreation Department budget and staffing as well as vendors and artists who usually participate in the annual Art & Wine Festival. In previous years, the Department and the Commission need a year to plan the Art & Wine Festival. It is not feasible at this time to have a full scale two day event. There may be a smaller event in late summer or early fall, however that will depend on the City's final budget approval. The Commission will be considering Work,Plan Goals for the FY2021-22 at the upcoming meeting.

**STAFF REPORT**

**Deputy Director Seale** provided an update to the Commission on park projects. The Montague Park Project is almost ready to be sent out for construction bids. The landscape architect selection process for the Westwood Oaks Park Playground Rehabilitation Project is complete and will be going to City Council for final approval within the next two months for Phase I of the design. The Bowers Park and Sarah Fox Mausoleum Roof projects are now in the design phase. The construction phase for Raymond G. Gamma Dog Park has a few items left for the contractor to finish. The All-inclusive Magical Bridge Project and the Fairway Glen Restroom Project are fully in the design phase. The Parks & Recreation Department is working closely with the Public Works Department's Design Division to make sure Santa Clara residents get the best all-inclusive playground possible. The Gazebo Project at City Plaza Park is also in the design phase and the community survey closed on May 12, 2021. Parks Division staff will be installing a new ping pong table at Homeridge Park within the next few days.

**Recreation Manager Castro** provided Recreation Division updates. The playground mini park at Lawrence Station parks will have a soft in-person ribbon cutting on Friday May 21, 2021 at 4:00 PM. Summer registration is progressing very well. Picnic rentals are open now at Homeridge Park and the Central Park pavilion. Once the repairs at completed at the Central Park arbor picnic area, it will be opened again for reservations. The Senior Center virtual Health & Wellness conference will be held tomorrow, May 19, 2021. The Recreation Division is conducting program analysis and determining necessary facility operational changes to be fully compliant with requirements for entering the least restrictive Yellow Tier under the state's blueprint for a safer economy.

**Director Teixeira** provided an update for the Cemetery Division. The Cemetery Division has been able to make adjustment to allow for additional visitor hours, which has been done for recent holidays such as Mother's Day. That will also be done leading up to Memorial Day. Starting on May 19, 2021 up to 200 persons may attend private gatherings. For funerals, private parties will therefore be keeping track of their guest lists. In the mid-June timeline the state may be moving out of the blueprint for a safer economy into a more fully reopening with a few mandatory guidelines in effect. The City expects to be in full compliance with those guidelines as they are provided by the state. The City continues to work on reopening plans, making sure the City's work places, including satellite locations are fully compliant while keeping employees, guests and patrons safe as pandemic conditions continue to improve. In addition, Director Teixeira encouraged commissioners to attend a City Budget Study Session

presentation by the Director of Finance on Tuesday night, May 25 where there will be many items related to Parks & Recreation.

### **COMMISSIONERS REPORT**

**Chair Martinez:** Visited Reed & Grant Sports Park. He had received questions about when the Raymond G. Dog Park will be opened and that has been addressed.

**Commissioner Field:** Visited Reed & Grant Sports Park and Raymond G. Gamma Dog Park. Both look fantastic and he's anxious to take his dog to the new dog park when it opens.

**Commissioner Gonzalez:** Visited Youth Soccer Park and Reed & Grant Street Soccer Park. She's pleased that staff is reviewing and reassessing the proper safety protocols for both sports park sites. There seems to be a growing issue with park patrons having dogs run off-leash at Henry Schmidt Park where she noticed at least 15 dogs off-leash.

**Commissioner Guerra:** Visited Reed & Grant Sports Park and noticed how happy families are with the new facility. The Homeridge Park playground is beautiful. He extended kudos to staff regarding the Homeridge Park Playground Rehabilitation project.

**Commissioner Knaack:** Visited City Plaza, Fremont, and Civic Center parks. He has heard concerns regarding the City's budget, particularly the Roberta Jones Theatre (see Staff Report, **Director Teixeira**).

**Vice-Chair Forte:** Visited Fairway Glen Park, and Lick Mill Park. Some neighborhood residents near Lick Mill Park asked if in the future it would be possible to have an off-leash dog area at Lick Mill Park.

### **ADJOURNMENT**

**A motion was made by Commissioner Guerra and seconded by Commissioner Gonzalez to adjourn the meeting until the next regularly held Parks & Recreation Commission meeting at 7:00 PM on June 15, 2021.**

**Aye:** 6 - Commissioner Knaack, Chair Martinez, Commissioner Guerra, Commissioner Field, Vice Chair Forte, and Commissioner Gonzalez

**Excused:** 1 - Commissioner Carter-House

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.

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

## Meeting Minutes

### Historical & Landmarks Commission

---

05/06/2021

6:00 PM

Virtual Meeting

---

Pursuant to the provisions of California Governor's Executive Order N-29-20, issued on March 17, 2020, to prevent the spread of COVID-19, the City of Santa Clara has implemented the following method for the public to participate remotely:

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

Public Comments prior to meeting may be submitted via email to [PlanningPublicComment@santaclaraca.gov](mailto:PlanningPublicComment@santaclaraca.gov) no later than noon on the day of the meeting. Clearly indicate the project address, meeting body, and meeting date in the email. Historical and Landmarks Commissioners and Staff Liaison will be participating remotely.

#### **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, you may leave the meeting.

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

**Chair Leung** called the meeting to order at 6:02 p.m.

**Present** 6 - Chair Patricia Leung, Vice Chair Stephen Estes, Commissioner J.L. "Spike" Standifer, Commissioner Michael Celso, Commissioner Megan Swartzwelder, and Commissioner Kathleen Romano

**Absent** 1 - Commissioner Ana Vargas-Smith

**A motion was made by Commissioner Estes, seconded by Commissioner Romano to excuse Commissioner Vargas-Smith's absence.**

**Aye:** 6 - Chair Leung, Vice Chair Estes, Commissioner Standifer, Commissioner Celso, Commissioner Swartzwelder, and Commissioner Romano

**Excused:** 1 - Commissioner Vargas-Smith

### **CONSENT CALENDAR**

1. [21-599](#) Historical and Landmarks Commission Minutes of April 1, 2021

**Recommendation:** Approve the Historical and Landmarks Commission Minutes of April 1, 2021.

**A motion was made by Commissioner Estes, seconded by Commissioner Romano to approve the consent calendar.**

**Aye:** 6 - Chair Leung, Vice Chair Estes, Commissioner Standifer, Commissioner Celso, Commissioner Swartzwelder, and Commissioner Romano

**Excused:** 1 - Commissioner Vargas-Smith

### **PUBLIC PRESENTATIONS**

**Commissioner Estes** spoke regarding City street tree removals in his neighborhood and expressed concern that the trees were part of the original landscape plan for the neighborhood and should not have been removed. He and his neighbors are working with the City Arborist to identify a suitable replacement tree species. **Commissioner Estes** also announced that he would be resigning from the Commission within the next few months due to moving out of the area.

### **GENERAL BUSINESS**

2. [21-600](#) Consideration of a request for an informational plaque for the property at 710 Madison Street (continued from the April 1, 2021 HLC meeting)

**Recommendation:** Staff does not have a recommendation.

**Staff Liaison Rebecca Bustos** updated the Commission on the project. The Commission asked clarifying questions regarding the ownership and installation of the plaque.

**Chair Leung** and **Commissioner Romano** were recused from voting due to the proximity of their residence to the property.

**Public Speaker(s):** Suzanne Avina  
Tim Konkol

**A motion was made by Commissioner Swartzwelder, seconded by Commissioner Celso to approve the plaque language written by Historical Advisor Lorie Garcia for an 18 x 24 inch bronze plaque, the associated budget expenditure, and to accept a \$500.00 donation towards the plaque from Suzanna Avina.**

**Aye:** 4 - Vice Chair Estes, Commissioner Standifer, Commissioner Celso, and Commissioner Swartzwelder

**Excused:** 1 - Commissioner Vargas-Smith

**Recused:** 2 - Chair Leung, and Commissioner Romano

3. [21-429](#) Public Hearing: Consideration of a Historical Preservation Agreement (Mills Act Contract) for 834 Main Street

**Recommendation:** Staff recommends that the Historical and Landmarks Commission find that the Mills Act Application and associated 10-Year Plan for restoration and maintenance accomplish the intent of preserving and maintaining the historical significance of the property; and therefore, recommend Council approval of a Mills Act Contract, and the adoption of a 10-Year Restoration and Maintenance Plan associated with the Historical Preservation Agreement.

**Associate Planner Nimisha Agrawal** provided the staff presentation.

**Owner Rebecca Fung** spoke about the history of the house and answered questions from the Commission about the design.

**Commissioner Standifer** abstained from voting due to technical difficulties relating to Zoom.

**A motion was made by Commissioner Romano, seconded by Commissioner Estes to approve staff recommendation and to approve a bronze plaque circa 1932.**

**Aye:** 5 - Chair Leung, Vice Chair Estes, Commissioner Celso, Commissioner Swartzwelder, and Commissioner Romano

**Excused:** 1 - Commissioner Vargas-Smith

**Abstained:** 1 - Commissioner Standifer

### **STAFF REPORT**

1. Berryessa Adobe Maintenance

**Staff Liaison Rebecca Bustos** shared **Architectural Advisor Craig Mineweaser's** letter stating that the assessment of the building will take place this month.

### **COMMISSIONERS REPORT**

1. Subcommittee Reporting - 20 minutes

**Staff Liaison Rebecca Bustos** notified the Commission that the stories that several of the Commissioners wrote would be posted on the City's social media pages throughout May in honor of Historical Preservation Month.

2. Board and Committee Assignments - 15 minutes

Commissioners present reported on assignments.

3. Announcements and Other Items - 10 minutes

None.

4. Commissioner Travel and Training Requests - 10 minutes

**Staff Liaison Rebecca Bustos** and **Development Review Officer Gloria Sciara** confirmed they would be attending the California Preservation Conference, leaving 4 complimentary tickets for Commissioner use. They noted that staff would send an email to the Commissioners to confirm attendance.

**A motion was made by Commissioner Romano, seconded by Commissioner Celso to expend funds up to \$450.00 for the Commission to attend the California Preservation Conference taking place June 8 - 10, 2021.**

**Aye:** 6 - Chair Leung, Vice Chair Estes, Commissioner Standifer, Commissioner Celso, Commissioner Swartzwelder, and Commissioner Romano

**Excused:** 1 - Commissioner Vargas-Smith

**ADJOURNMENT**

**A motion was made by Commissioner Estes, seconded by Commissioner Romano to adjourn the meeting.**

**The meeting adjourned at 7:39 p.m.**

**The next regular scheduled meeting is on Thursday, June 3, 2021.**

**Aye:** 6 - Chair Leung, Vice Chair Estes, Commissioner Standifer, Commissioner Celso, Commissioner Swartzwelder, and Commissioner Romano

**Excused:** 1 - Commissioner Vargas-Smith

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.

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

## Meeting Minutes

### Senior Advisory Commission

05/24/2021

10:00 AM

Virtual Meeting

Pursuant to the provisions of California Governor's Executive Order N-29-20, issued on March 17, 2020, to prevent the spread of COVID-19, the City of Santa Clara has implemented methods for the public to participate remotely.

Join from a PC, Mac, iPad, iPhone or Android device:

Please click this URL to join: <https://santaclaraca.zoom.us/j/97590069803>

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

Webinar ID: 975 9006 9803

International numbers available: <https://santaclaraca.zoom.us/u/abuhH0eDsx>

The meeting set-up is in line with the recommendations of the COVID-19 White House Task Force, which notes no more than ten (10) people gathering. The Chair will be present for the meeting with the staff liaison and commissioners participating remotely.

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

**The regular meeting was called to order by Chair Grant McCauley at 10:02 a.m.**

**Present** 5 - Commissioner Wanda Buck, Chair Grant L. McCauley, Vice Chair Nancy Toledo, Commissioner Helen Narciso, and Commissioner Ana Segovia

**Absent** 1 - Commissioner Judy Hubbard

**A motion was made by Commissioner Buck, seconded by Commissioner Narciso to excuse Commissioner Hubbard.**

**Aye:** 5 - Commissioner Buck, Chair McCauley, Vice Chair Toledo, Commissioner Narciso, and Commissioner Segovia

**Excused:** 1 - Commissioner Hubbard

#### **CONSENT CALENDAR**

1.A [21-708](#) Senior Advisory Commission Minutes of April 26, 2021

**Recommendation:** Approve the Senior Advisory Commission Minutes of April 26, 2021.

**A motion was made to by Vice-Chair Toledo, seconded by Commissioner Segovia, to approve the Senior Advisory Commission minutes from April 26, 2021**

**Aye:** 5 - Commissioner Buck, Chair McCauley, Vice Chair Toledo, Commissioner Narciso, and Commissioner Segovia

**Excused:** 1 - Commissioner Hubbard

**PUBLIC PRESENTATIONS**

None

**GENERAL BUSINESS**

2. [21-709](#) Senior Advisory Commission FY2020/21 Work Plan and Goals Discussion and Update
- Relating to Goal 1.a. - **Commissioner Buck** added that "word of mouth" is super helpful when promoting activities, programs, and special events.
- Relating to Goal 1.b. - **Commissioner Buck** mentioned that Senior Planet has volunteers to help individuals with navigating Zoom.
- Relating to Goal 2.a. - **Commissioner Narcisco** made a motion to approve the Senior Advisory Commission Transportation Interest Letter, seconded by **Commissioner Segovia**.
- Relating to Goal 3.a. - **Supervisor Herb** informed the Commission that the May Zoom topic was Disaster Preparedness, educating older adults on how to prepare for seasonal and local disasters, ranging from earthquake evacuation to emergency pet care. The Commission also inquired about helpful Apps that the Senior Center might include in an upcoming Senior Center Newsletter.
- Relating to Goal 4.a. - **Commissioners McCauley** shared his enthusiasm for the success of the Health & Wellness Fair. **Supervisor Herb** shared that the first 50 registrations will receive their Swag Bag next week in the mail. **Supervisor Herb** will have an update on the analytics of the Health & Wellness Fair that shows the amount of visitors to the page as well as provides visitor behavior and links they clicked on.
- Relating to Goal 4.b. - **Supervisor Herb** updated the Commission on the current Elder Fraud Prevention education through Silicon Valley Power regarding utility scams, as well as the City's IT Department and Cyber-Security.
- Relating to Goal 4.c. - **Commissioner Toledo** informed the Commission that there has not been an ADA Committee Meeting.

**STAFF REPORT**

**Recreation Manager Castro** updated the Commission on the re-opening of all Parks and Recreation facilities (including the International Swim Center), reminding them about protocols, staffing, schedules, and activities/programs offered. **Recreation Manager Castro** also informed the Commission that starting on June 5, the tennis courts at Buchser Middle School will be open. **Recreation Manager Castro** provided updates on the Raymond G. Gamma Dog Park (Rehabilitation) project, which currently offers off-leash dog area available during construction.

**Council Member Jain** informed the Commission about proposed budget cuts for the Therapeutic Recreation Coordinator and the Roberta Jones Jr. Theatre Supervisor.

**COMMISSIONERS REPORT**

**Commissioner Buck** informed the Commission that she attended the Sourcewise presentation through the Senior Center Health & Wellness Program, which focused on the topic of Disaster Preparedness.

**ADJOURNMENT**

**A motion was made by Commissioner Toledo, seconded by Commissioner Buck, that the meeting be adjourned at 11:43 a.m.**

**Aye:** 5 - Commissioner Buck, Chair McCauley, Vice Chair Toledo, Commissioner Narciso, and Commissioner Segovia

**Excused:** 1 - Commissioner Hubbard

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.

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.



## Agenda Report

21-845

Agenda Date: 7/6/2021

---

### REPORT TO COUNCIL

#### SUBJECT

Action on Bills and Claims Report (CC) for the period May 29<sup>th</sup>, 2021 - June 11<sup>th</sup>, 2021

#### COUNCIL PILLAR

Enhance Community Engagement and Transparency

#### BACKGROUND

Disbursements made by the City are based on invoices submitted for payment. Prior to payment, staff reviews all disbursement documents to ensure they are reflective of the goods or services provided. Invoices are usually paid within 30 days of receipt of an accurate invoice. As the final step, the City Auditor, or her designee verifies all documents before payment is issued. Payments are issued through accounts payable checks and wire transfers. It's important to note that items that pertain to the Stadium Authority are billed to the Stadium Manager (ManCo) to pay on behalf of the Stadium Authority for Non-NFL events and the 49ers for NFL events.

The Bills and Claims Report represents the cash disbursements required for operations of the City during the period. The report reflects the payment date, invoice number, description of the payment, funding source, and payment amount for all invoices. The budget control is set by the City Council through the budget adoption process.

#### DISCUSSION

Significant expenditures in this period include:

- Payment to Northern California Power Agency in the amount of \$12,084,732 for June 2021 all resources bill.
- Payment to Mission Trail Waste Systems in the amount of \$1,001,774 for March and May 2021 garbage services.
- Payment to MSR Public Power Agency in the amount of \$970,448 for June 2021 San Juan power purchase.
- Payment to Santa Clara Valley Water District in the amount \$914,658 for March 2021 Pump Tax, a groundwater charge that is used to pay for the protection and augmentation of water supplies in the basin.
- Payment to US Bank National Association in the amount of \$656,657 for FY20-21 funding for the Bureau of Reclamation to perform Central Valley Project operations and maintenance (O&M) activities and for the Western Area Power Administration (WAPA) to perform (O&M) activities on existing capital equipment.

Payments to ManCo are not included in the City's Bills and Claims report as they are currently

reported through a separate Stadium Authority Bills and Claims report. Stadium Authority related payments in the City's Bills and Claims report include general administrative, materials, and supplies expenses of approximately \$56. These expenses are reimbursed to the City by the Stadium Authority.

Certain information such as names of law firms and recipients of workers' compensation have been redacted from the Bills and Claims report. The Supreme Court of California in Los Angeles County Board of Supervisors v. Superior Court, (2016) 2 Cal.5th 282, held that invoices specifying the amounts billed by a law firm to a client fall within the scope of attorney-client privilege while the matters are active. In accordance with the Supreme Court's ruling, the names of law firms retained by the City have been redacted from the public report to maintain confidentiality of billing records for legal services. In addition, individually identifiable information about recipients of workers' compensation has been redacted from the report based on California Labor Code section 138.7.

#### 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

The expenditures of \$28,490,936 were appropriated to various funds with the adoption of the Fiscal Year 2020/21 Budget, as amended.

#### 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

Approve the list of Bills and Claims for May 29, 2021 - June 11, 2021.

Reviewed by: David Noce, Audit Manager

Approved by: Deanna J. Santana, City Manager

#### ATTACHMENTS

1. Bills and Claims Approved for Payment Report



City of Santa Clara  
List of All Bills and Claims Approved for Payment  
From 05/29/2021 to 06/11/2021

Run Date 6/14/2021  
Run Time 11:04:31 AM

Sorted by Payment Amount

Payment No: 019635

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/11/2021	NORTHERN CALIF POWER AGENCY	00494945	006002-0621025	CONTRACT SVC-CADMUS CONF 0185	Elec OperatingGrant Trust Fund	4,491.00
06/11/2021	NORTHERN CALIF POWER AGENCY	00494945	006002-0621025	CONTRACT SVC-CFSE CONFIRM 0147	Elec OperatingGrant Trust Fund	42,436.00
06/11/2021	NORTHERN CALIF POWER AGENCY	00494945	006002-0621025	CISO GMC APR21,MAR21,OTHER	Electric Utility	193,812.21
06/11/2021	NORTHERN CALIF POWER AGENCY	00494945	006002-0621025	CISO MKT APR21,MAR21,OTHER	Electric Utility	-3,251,994.45
06/11/2021	NORTHERN CALIF POWER AGENCY	00494945	006002-0621025	CISO XMN APR21,MAR21,OTHER	Electric Utility	3,300,459.87
06/11/2021	NORTHERN CALIF POWER AGENCY	00494945	006002-0621025	CISO CRR APR21,MAR21,OTHER	Electric Utility	-102,415.24
06/11/2021	NORTHERN CALIF POWER AGENCY	00494945	006002-0621025	CISO A/S APR21,MAR21,OTHER	Electric Utility	-139,862.39
06/11/2021	NORTHERN CALIF POWER AGENCY	00494945	006002-0621025	LEC FIXED JUN21	Electric Utility	366,220.00
06/11/2021	NORTHERN CALIF POWER AGENCY	00494945	006002-0621025	LEC DEBT JUN21	Electric Utility	633,172.00
06/11/2021	NORTHERN CALIF POWER AGENCY	00494945	006002-0621025	LEG/REG/PM PASS THRU SVC JUN21	Electric Utility	373,281.00
06/11/2021	NORTHERN CALIF POWER AGENCY	00494945	006002-0621025	LEG/REG/PM PASS THRU SVC JUN21	Electric Utility	7,195.00
06/11/2021	NORTHERN CALIF POWER AGENCY	00494945	006002-0621025	PASSTHRU-LAKESHORE GLOBAL AUDT	Electric Utility	9,000.00
06/11/2021	NORTHERN CALIF POWER AGENCY	00494945	006002-0621025	CISO MKT EST JUN21	Electric Utility	8,082,386.00
06/11/2021	NORTHERN CALIF POWER AGENCY	00494945	006002-0621025	CT VAR JUN21	Electric Utility	31,756.00
06/11/2021	NORTHERN CALIF POWER AGENCY	00494945	006002-0621025	HYDRO FIXED JUN21	Electric Utility	563,228.00
06/11/2021	NORTHERN CALIF POWER AGENCY	00494945	006002-0621025	HYDRO VAR JUN21	Electric Utility	-645,455.00
06/11/2021	NORTHERN CALIF POWER AGENCY	00494945	006002-0621025	HYDRO DEBT JUN21	Electric Utility	1,071,559.00
06/11/2021	NORTHERN CALIF POWER AGENCY	00494945	006002-0621025	LEC FUEL JUN21	Electric Utility	1,078,422.00
06/11/2021	NORTHERN CALIF POWER AGENCY	00494945	006002-0621025	LEC VARIABLE JUN21	Electric Utility	73,824.00
06/11/2021	NORTHERN CALIF POWER AGENCY	00494945	006002-0621025	GEO1 FIXED JUN21	Electric Utility	1,025,069.00
06/11/2021	NORTHERN CALIF POWER AGENCY	00494945	006002-0621025	GEO1 VAR JUN21	Electric Utility	-1,051,889.00

06/11/2021	NORTHERN CALIF POWER AGENCY	00494945	006002-0621025	GEO1 DEBT JUN21	Electric Utility	183,126.00
06/11/2021	NORTHERN CALIF POWER AGENCY	00494945	006002-0621025	CT FIXED JUN21	Electric Utility	236,911.00
				Total for Payment No.:		12,084,732.00

**Payment No: 002380**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/04/2021	ELECTRONIC FEDERAL TAX	00494552	05/16/21-05/29/21	DD: FED TAXES W/H B2111	Payroll Liability&ClearingAcct	326,737.30
06/04/2021	ELECTRONIC FEDERAL TAX	00494552	05/16/21-05/29/21	DD: FED TAXES W/H B2111	Payroll Liability&ClearingAcct	914,258.37
06/04/2021	ELECTRONIC FEDERAL TAX	00494552	05/16/21-05/29/21	DD: FED TAXES W/H B2111	Payroll Liability&ClearingAcct	326,567.07
				Total for Payment No.:		1,567,562.74

**Payment No: 002384**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/09/2021	CAL PERS - PO BOX 1982	00494951	05/16/21-05/29/21	EMPLOYER/EMPLOYEE DED B2111	Payroll Liability&ClearingAcct	474,474.61
06/09/2021	CAL PERS - PO BOX 1982	00494951	05/16/21-05/29/21	EMPLOYER/EMPLOYEE DED B2111	Payroll Liability&ClearingAcct	827,356.30
				Total for Payment No.:		1,301,830.91

**Payment No: W21360**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/10/2021	MISSION TRAIL WASTE SYSTEMS	00494602	1839JUN2021	GARBAGE SERVICES MAY 2021	Solid Waste Program	803,124.02
06/10/2021	MISSION TRAIL WASTE SYSTEMS	00494602	1839JUN2021	CLEAN & GREEN SERVICES MAY2021	Solid Waste Program	186,656.47
				Total for Payment No.:		989,780.49

**Payment No: 019632**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/11/2021	MSR PUBLIC POWER AGENCY	00494657	060221	PUR POWER SAN JUAN JUN21 ACT	Electric Utility	96,250.00

06/11/2021	MSR PUBLIC POWER AGENCY	00494657	060221	PUR POWER SAN JUAN JUN21 ACT	Electric Utility	810,679.80
06/11/2021	MSR PUBLIC POWER AGENCY	00494657	060221	RENEWABLE ADMIN COSTS JUN21	Electric Utility	40,544.60
06/11/2021	MSR PUBLIC POWER AGENCY	00494657	060221	PUR POWER SAN JUAN JUN21 ACT	Electric Utility	22,974.00
Total for Payment No.:						970,448.40

**Payment No: W21348**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/01/2021	SANTA CLARA VALLEY WATER DIST	00494420	GM102762	2021 MARCH PUMP TAX GROUND WTR	Water Utility	914,658.06
Total for Payment No.:						914,658.06

**Payment No: 002383**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/08/2021	CAL PERS - HEALTH	00494102	JUN-21	HEALTH INSURANCE PREMIUMS	OPEB Plan Trust Fund	93,867.50
06/08/2021	CAL PERS - HEALTH	00494102	JUN-21	HEALTH INSURANCE PREMIUMS	Payroll Liability&ClearingAcct	744,685.78
Total for Payment No.:						838,553.28

**Payment No: 019577**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/04/2021	US BANK NATIONAL ASSOCIATION	00494310	EO&M000270621	CVP O&M FUNDING #8 FY2022	Electric Utility	656,657.00
Total for Payment No.:						656,657.00

**Payment No: W21359**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/09/2021	CITY OF SAN JOSE	00495025	1197086	2021 JAN-MAR RECYC WTR PURCHAS	Water Recycling Program	595,918.37
Total for Payment No.:						595,918.37

**Payment No: 019575**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/04/2021	UNISYS CORP	00494442	M2105006	INFORMATION TECHNOLOGY SERVICE	Information Technology Service	574,841.99
				Total for Payment No.:		574,841.99

**Payment No: 651299**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/04/2021	NEWTRON LLC	00494539	114937	RETENTION	Electric Utility Construction	-25,897.42
06/04/2021	NEWTRON LLC	00494539	114937	LABOR FOR PUBLIC WORKS CONTRAC	Electric Utility Construction	517,948.29
				Total for Payment No.:		492,050.87

**Payment No: 002379**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/04/2021	CA EMPLOYMENT DEVELOPMENT DEPT	00494554	05/16/21-05/29/21	DD: SIT & SDI W/H B2111	Payroll Liability&ClearingAcct	378,654.89
06/04/2021	CA EMPLOYMENT DEVELOPMENT DEPT	00494554	05/16/21-05/29/21	DD: SIT & SDI W/H B2111	Payroll Liability&ClearingAcct	42,040.61
				Total for Payment No.:		420,695.50

**Payment No: 019608**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/11/2021	FRIANT POWER AUTHORITY	00494710	809	ENERGY PURCH (HYDRO1) MAY21	Electric Utility	42,106.90
06/11/2021	FRIANT POWER AUTHORITY	00494710	809	ENERGY PURCH (HYDRO2) MAY21	Electric Utility	364,622.12
				Total for Payment No.:		406,729.02

**Payment No: W21353**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/04/2021	NATIONWIDE RETIREMENT SOLUTIONS, INC.	00494545	05/16/21-05/29/21	WT: B2111 DEFERRED COMP	Fringe Benefits	396,105.35
				Total for Payment No.:		396,105.35

**Payment No: 019660**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/11/2021	TRANSMISSION AGENCY OF NORTHERN CA	00494419	MAY 2021	SOT FAC CHARGE MAY21	Electric Utility	4,057.83
06/11/2021	TRANSMISSION AGENCY OF NORTHERN CA	00494419	MAY 2021	SOT ADMIN COSTS APR21	Electric Utility	2,830.05
06/11/2021	TRANSMISSION AGENCY OF NORTHERN CA	00494419	MAY 2021	DEBT SERVICE (TANC) JUN21	Electric Utility	80,391.00
06/11/2021	TRANSMISSION AGENCY OF NORTHERN CA	00494419	MAY 2021	DEBT SERVICE (SOT) JUN21	Electric Utility	3,466.00
06/11/2021	TRANSMISSION AGENCY OF NORTHERN CA	00494419	MAY 2021	TANC A&G JUL21	Electric Utility	142,981.00
06/11/2021	TRANSMISSION AGENCY OF NORTHERN CA	00494419	MAY 2021	COTP O&M JUL21	Electric Utility	123,429.00
06/11/2021	TRANSMISSION AGENCY OF NORTHERN CA	00494419	MAY 2021	TANC CRR PRGRM COSTS OCT-DEC20	Electric Utility	11,556.25
				Total for Payment No.:		368,711.13

**Payment No: 019640**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/11/2021	PASO ROBLES TANK INC	00494798	5885	CONSTRUCTION CONTRACT FOR SERR	Water Utility Construction	385,081.75
06/11/2021	PASO ROBLES TANK INC	00494798	5885	RETENTION	Water Utility Construction	-19,254.08
				Total for Payment No.:		365,827.67

**Payment No: 019588**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/11/2021	AMERESCO	00494711	41132	ENERGY (VASCO LF GAS) MAY21	Electric Utility	293,007.35
06/11/2021	AMERESCO	00494711	41132	VASCO LF O&M CHARGE MAY21	Electric Utility	13,065.57
				Total for Payment No.:		306,072.92

**Payment No: 019566**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/04/2021	PARS/GASB 45	00494474	14589MAY2021	Monthly Contribution- 2021Wire	OPEB Plan Trust Fund	305,583.00
				Total for Payment No.:		305,583.00

**Payment No: 651450**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/11/2021	PRECISION ICEBLAST CORP	00494585	2021-0511F	SEVEN MODULES	Electric Utility	299,835.00
06/11/2021	PRECISION ICEBLAST CORP	00494585	2021-0511F	1% N/15 DISCOUNT	Electric Utility	-2,998.35
				Total for Payment No.:		296,836.65

**Payment No: 002385**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/09/2021	CA DEPT OF TAX & FEE ADMIN	00494740	JAN-MAR2021	DD:ELEC ENERGY SURCHARGE	Electric Utility	283,711.00
				Total for Payment No.:		283,711.00

**Payment No: W21347**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/01/2021	CALIF ISO	00494254	2021052532-49013532	ISO SETTLEMENT MKT FEB21	Electric Utility	270.17
06/01/2021	CALIF ISO	00494254	2021052532-49013532	ISO SETTLEMENT CRR FEB21	Electric Utility	-11.83
06/01/2021	CALIF ISO	00494254	2021052532-49013532	ISO SETTLEMENT A/S MAY21	Electric Utility	-28,823.91
06/01/2021	CALIF ISO	00494254	2021052532-49013532	ISO SETTLEMENT MKT MAY21	Electric Utility	421,601.39
06/01/2021	CALIF ISO	00494254	2021052532-49013532	ISO SETTLEMENT CRR MAY21	Electric Utility	-148,181.93
06/01/2021	CALIF ISO	00494254	2021052532-49013532	ISO SETTLEMENT GMC FEB21	Electric Utility	-1.36
06/01/2021	CALIF ISO	00494254	2021052532-49013532	ISO SETTLEMENT A/S FEB21	Electric Utility	-454.03
06/01/2021	CALIF ISO	00494254	2021052532-49013532	ISO SETTLEMENT GMC MAY21	Electric Utility	3,150.00
				Total for Payment No.:		247,548.50

**Payment No: W21358**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
--------------	-------------	-------------	-------------	-------------	-----------	-------------

06/09/2021	CHICAGO TITLE CO	00494593	625MAY2021	Refund Deposit of 70 & 90 N.	Housing Successor	245,000.00
				Total for Payment No.:		245,000.00

**Payment No: 019563**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/04/2021	OC JONES & SONS INC	00494233	70866	AGREEMENT FOR REED ST-GRANT ST	Parks And Recreation	200,220.19
				Total for Payment No.:		200,220.19

**Payment No: W21357**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/08/2021	SEDGWICK CLAIMS MGMT SVCS INC	00494840	SF-8029-2021-00901893	Escrow deposit Worker's Comp	Workers Compensation	192,062.43
				Total for Payment No.:		192,062.43

**Payment No: 651442**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/11/2021	NEWTRON LLC	00495014	115050	LABOR FOR PUBLIC WORKS CONTRAC	Electric Utility Construction	160,015.93
06/11/2021	NEWTRON LLC	00495014	115050	RETENTION	Electric Utility Construction	-8,000.80
				Total for Payment No.:		152,015.13

**Payment No: 651381**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/11/2021	CALIF MUNICIPAL UTILITIES ASSN	00494639	20-0134	CMUA REG MRKT LEGAL/REG REPRES	Electric Utility	11,080.00
06/11/2021	CALIF MUNICIPAL UTILITIES ASSN	00494639	20-0134	ELEC UTIL ASSN MBR DUES 20-21	Electric Utility	114,728.00
				Total for Payment No.:		125,808.00

**Payment No: 019637**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/11/2021	ORACLE AMERICA INC	00495008	44999440	ORACLE DATABASE ENTERPRISE EDI	Electric Utility	54,617.36
06/11/2021	ORACLE AMERICA INC	00495008	44999440	ORACLE DATABASE APPLIANCE PREM	Electric Utility	2,050.30
06/11/2021	ORACLE AMERICA INC	00495068	45091993	PEOPLESFT PROGRAM TECHNICAL S	General Fund	3,050.83
06/11/2021	ORACLE AMERICA INC	00495070	45092067	PEOPLESFT PROGRAM TECHNICAL S	General Fund	56,320.96
				Total for Payment No.:		116,039.45

**Payment No: 019604**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/11/2021	ELECTRICAL CONSULTANTS INC	00494422	94121	PWR SYS EXPANSION PLAN APR2021	Electric Utility Construction	26,806.50
06/11/2021	ELECTRICAL CONSULTANTS INC	00494796	93839	TRANSMISSION ENGINEERING DESIG	Electric Utility Construction	18,194.20
06/11/2021	ELECTRICAL CONSULTANTS INC	00495050	94255	TRANSMISSION ENGINEERING DESIG	Electric Utility Construction	38,600.50
06/11/2021	ELECTRICAL CONSULTANTS INC	00495052	93674	TRANSMISSION ENGINEERING DESIG	Electric Utility Construction	25,336.50
				Total for Payment No.:		108,937.70

**Payment No: 651398**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/11/2021	DOMINGUEZ & SONS TRUCKING INC	00494667	2105129	2021 CLEANUP CAMPAIGN HIGH-SID	Solid Waste Program	63,963.00
06/11/2021	DOMINGUEZ & SONS TRUCKING INC	00494668	2105134	2021 CLEANUP CAMPAIGN HIGH-SID	Solid Waste Program	44,774.10
				Total for Payment No.:		108,737.10

**Payment No: 019638**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/11/2021	OVERDRIVE INC	00494276	00910CO21237629	1241 AD EBK	General Fund	9,289.23

06/11/2021	OVERDRIVE INC	00494712	CD0091021249398	1241 AD EBK	General Fund	50,000.00
06/11/2021	OVERDRIVE INC	00494713	CD0091021251044	1241 AD EBK	General Fund	40,000.00
06/11/2021	OVERDRIVE INC	00494714	H-0076366	1241 AD DB 7/2021-6/2022	General Fund	7,000.00
Total for Payment No.:						106,289.23

**Payment No: 019609**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/11/2021	G2 ENERGY OSTROM ROAD LLC	00494708	SVP 5-21	ENERGY (LANDFILL GAS) MAY21	Electric Utility	95,214.78
Total for Payment No.:						95,214.78

**Payment No: 019648**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/11/2021	PREFERRED BENEFIT	00495058	EIA40714	DENTAL PREMIUMS	Payroll Liability&ClearingAcct	74,046.60
06/11/2021	PREFERRED BENEFIT	00495060	EIA40715	DEMTA; PREMIUMS	Payroll Liability&ClearingAcct	6,920.74
06/11/2021	PREFERRED BENEFIT	00495061	EIA40716	VISION PREMIUMS	Payroll Liability&ClearingAcct	9,937.88
Total for Payment No.:						90,905.22

**Payment No: W21354**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/04/2021	WASHINGTON TRUST BANK	00494546	05/16/21-05/29/21	WT:VEBA CONTRIB B2111	Fringe Benefits	87,762.50
Total for Payment No.:						87,762.50

**Payment No: 651321**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/04/2021	SWA SERVICES GROUP	00494165	21555	MAY 2021 JANITORIAL	General Fund	80,131.76
Total for Payment No.:						80,131.76

**Payment No: 019589**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/11/2021	ANIXTER INC.	00494315	22K406900	TRITON PAVILLIONS DOOR	Public Buildings	2,396.62
06/11/2021	ANIXTER INC.	00494315	22K406900	STOCK	General Fund	798.87
06/11/2021	ANIXTER INC.	00494782	4913907-00	CUTOUT FUSEHOLDER, OH, 15KV, T	Electric Utility	12,751.56
06/11/2021	ANIXTER INC.	00494788	4904703-02	TIE, WIRE, LINE, 336 \& 397 AL	Electric Utility	2,207.25
06/11/2021	ANIXTER INC.	00494788	4904703-02	CLAMP - HOT LINE - OH - 397 T	Electric Utility	5,084.85
06/11/2021	ANIXTER INC.	00494788	4904703-02	CLAMP DEADEND, HOT LINE, 12 KV	Electric Utility	2,113.51
06/11/2021	ANIXTER INC.	00494790	4864108-00	TRANSFORMER, PAD, 112KVA, 120/	Electric Utility	51,652.92
06/11/2021	ANIXTER INC.	00494987	4952316-01	CONNECTOR, SERVICE DROP, INSUL	Electric Utility	608.22
Total for Payment No.:						77,613.80

**Payment No: 651469**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/11/2021	SWA SERVICES GROUP	00492233	21522	APRIL 2021 JANITORIAL	General Fund	80,131.76
06/11/2021	SWA SERVICES GROUP	00492234	21481	CENTRAL LIB CREDIT	General Fund	-2,684.80
Total for Payment No.:						77,446.96

**Payment No: 651328**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/04/2021	WALLACE ROBERTS & TODD	00494450	0000013	Consultant services for Downto	General Government - Other	17,394.55
06/04/2021	WALLACE ROBERTS & TODD	00494451	0000014	Consultant services for Downto	General Government - Other	25,399.50
06/04/2021	WALLACE ROBERTS & TODD	00494452	0000015	Consultant services for Downto	General Government - Other	598.50
06/04/2021	WALLACE ROBERTS & TODD	00494453	0000016	Consultant services for Downto	General Government - Other	3,800.50
06/04/2021	WALLACE ROBERTS & TODD	00494455	0000017	Consultant services for Downto	General Government - Other	17,927.50
Total for Payment No.:						65,120.55

**Payment No: 019585**

<b>Payment Date</b>	<b>Vendor Name</b>	<b>Voucher No.</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Fund Code</b>	<b>Amount Paid</b>
06/11/2021	AIR PRODUCTS & CHEMICALS	00494709	417063517	PURCHASE OF RA CAPACITY MAY21	Electric Utility	60,000.00
				Total for Payment No.:		60,000.00

**Payment No: 019592**

<b>Payment Date</b>	<b>Vendor Name</b>	<b>Voucher No.</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Fund Code</b>	<b>Amount Paid</b>
06/11/2021	BAKER & TAYLOR BOOKS	00494426	CI241489	1241 AD BK	General Fund	287.28
06/11/2021	BAKER & TAYLOR BOOKS	00494461	F01782923295A	1241 AD BK CLS	General Fund	50,000.00
				Total for Payment No.:		50,287.28

**Payment No: W21350**

<b>Payment Date</b>	<b>Vendor Name</b>	<b>Voucher No.</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Fund Code</b>	<b>Amount Paid</b>
06/02/2021	SANTA CLARA CONVENTION CENTER	00494536	20.04039.00-5	CIP FUND REQUEST-HOK #5	SCCC Capital Improvement Fund	48,048.09
				Total for Payment No.:		48,048.09

**Payment No: 019582**

<b>Payment Date</b>	<b>Vendor Name</b>	<b>Voucher No.</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Fund Code</b>	<b>Amount Paid</b>
06/11/2021	3DEGREES GROUP INC	00494626	19885	GREEN WIND PALO ALTO NTRKS 21	Electric Utility	42,402.30
				Total for Payment No.:		42,402.30

**Payment No: 019654**

<b>Payment Date</b>	<b>Vendor Name</b>	<b>Voucher No.</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Fund Code</b>	<b>Amount Paid</b>
06/11/2021	SPX TRANSFORMER SOLUTIONS, INC	00494656	022794	JULIETTE LABOR SN: E-73201186	Electric Utility	42,390.00
				Total for Payment No.:		42,390.00

**Payment No: 019649**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/11/2021	RAIMI + ASSOCIATES, INC	00494694	21-4224	MTC/EI Camino Specific Plan	Engineerg Operating Grant Fund	12,697.90
06/11/2021	RAIMI + ASSOCIATES, INC	00494695	21-4258	MTC/EI Camino Specific Plan	Engineerg Operating Grant Fund	27,321.34
				Total for Payment No.:		40,019.24

**Payment No: 651286**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/04/2021	GOLDEN BAY CONSTRUCTION	00494446	9716-1	AGREEMENT FOR LICK MILL - EAST	Streets And Highways	39,567.00
06/04/2021	GOLDEN BAY CONSTRUCTION	00494446	9716-1	RETENTION	Streets And Highways	-1,978.35
				Total for Payment No.:		37,588.65

**Payment No: 019570**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/04/2021	RAIMI + ASSOCIATES, INC	00494443	20-4051	MTC/EI Camino Specific Plan	Engineerg Operating Grant Fund	10,770.98
06/04/2021	RAIMI + ASSOCIATES, INC	00494444	21-4096	MTC/EI Camino Specific Plan	Engineerg Operating Grant Fund	9,617.34
06/04/2021	RAIMI + ASSOCIATES, INC	00494445	21-4148	MTC/EI Camino Specific Plan	Engineerg Operating Grant Fund	15,997.95
				Total for Payment No.:		36,386.27

**Payment No: 651447**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/11/2021	PACKET FUSION INC	00494669	JC11619	ECC PLATFORM UPGRADE	General Government - Other	24,875.00
06/11/2021	PACKET FUSION INC	00494669	JC11619	ECC PLATFORM UPGRADE	General Fund	8,769.65
06/11/2021	PACKET FUSION INC	00494674	JC11618	ECC PLATFORM UPGRADE	General Government - Other	1,250.00
				Total for Payment No.:		34,894.65

**Payment No: 019647**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/11/2021	PLAN REVIEW CONSULTANTS INC	00494931	PRC2021-5	ADDITIONAL FUNDS PER AMENDMENT	General Fund	34,591.97
Total for Payment No.:						34,591.97

**Payment No: 019535**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/04/2021	BENEFIT COORDINATORS CORP	00494559	33496JUN2021	LIFE & DISABILITY INS B2111	Payroll Liability&ClearingAcct	4,457.89
06/04/2021	BENEFIT COORDINATORS CORP	00494559	33496JUN2021	LIFE & DISABILITY INS B2111	Payroll Liability&ClearingAcct	9,816.53
06/04/2021	BENEFIT COORDINATORS CORP	00494559	33496JUN2021	LIFE & DISABILITY INS B2111	Payroll Liability&ClearingAcct	3,576.55
06/04/2021	BENEFIT COORDINATORS CORP	00494559	33496JUN2021	LIFE & DISABILITY INS B2111	Payroll Liability&ClearingAcct	4,027.61
06/04/2021	BENEFIT COORDINATORS CORP	00494559	33496JUN2021	LIFE & DISABILITY INS B2111	Payroll Liability&ClearingAcct	12,532.70
Total for Payment No.:						34,411.28

**Payment No: 019607**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/11/2021	ETHOSENENERGY	00495091	IN74915	ADDITIONAL MATERIALS, SERVICES	Electric Utility Construction	32,490.00
Total for Payment No.:						32,490.00

**Payment No: 651435**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/11/2021	████████████████████	00494489	1520139	PROF SERVICES - INVESTIGATION	Special Liability Insurance	3,034.00
06/11/2021	████████████████████	00494490	1520140	PROF SERVICES - INVESTIGATION	Special Liability Insurance	11,638.37
06/11/2021	████████████████████	00494781	1520142	LEGAL SERVICES	Special Liability Insurance	6,535.57

06/11/2021		00494789	1520141	LEGAL SERVICE REQUEST	Special Liability Insurance	10,850.00
				Total for Payment No.:		32,057.94

**Payment No: 651307**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/04/2021	R&B COMPANY	00494231	N771012	CHLORINE TABLETS	Water Utility	285.40
06/04/2021	R&B COMPANY	00494232	N770989	8" FIELD LOCK GASKET	Water Utility Construction	13,262.57
06/04/2021	R&B COMPANY	00494236	N794342	EPDM SEAT AND HARDWARE	Water Utility Construction	7,877.44
06/04/2021	R&B COMPANY	00494238	N765776	SWIVEL JOINT	Water Utility Construction	2,484.66
06/04/2021	R&B COMPANY	00494239	N808752	BADGER 4" ROUND	Water Utility	4,896.94
06/04/2021	R&B COMPANY	00494240	N905523	BALL CORP	Water Utility Construction	1,962.27
06/04/2021	R&B COMPANY	00494241	N906573	DI PIPE	Water Utility	1,039.16
				Total for Payment No.:		31,808.44

**Payment No: 651383**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/11/2021	CDW-GOVERNMENT INC	00495001	D454414	McAfee Gold Business Support -	General Government - Other	12,688.00
06/11/2021	CDW-GOVERNMENT INC	00495001	D454414	McAfee Gold Software Support -	General Government - Other	8,086.00
06/11/2021	CDW-GOVERNMENT INC	00495001	D454414	McAfee Virtual Advanced Threat	General Government - Other	10,549.57
				Total for Payment No.:		31,323.57

**Payment No: 651449**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/11/2021	PG&E	00494658	0008014838-0	COO C'ROCK-LKVIL AF CHG 21-22	Electric Utility	30,800.00
				Total for Payment No.:		30,800.00

**Payment No: 019561**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/04/2021	MILTON SECURITY GROUP LLC	00494311	Q31507	AMI/MDMS PROJECT SUPPORT	Electric Utility Construction	9,600.00
06/04/2021	MILTON SECURITY GROUP LLC	00494311	Q31507	NOC/SOC SERVICES	Electric Utility	11,520.00
06/04/2021	MILTON SECURITY GROUP LLC	00494311	Q31507	OSISOFT PI SYSTEM SERVICE	Electric Utility	7,200.00
06/04/2021	MILTON SECURITY GROUP LLC	00494311	Q31507	SHAREPOINT SUPPORT/MGMT SVCS	Electric Utility	2,400.00
Total for Payment No.:						30,720.00

**Payment No: 019581**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/04/2021	WOODARD & CURRAN, INC	00494481	188231	CHANGE ORDER PER AMENDMENT NO	Sewer Utility Construction	19,301.50
06/04/2021	WOODARD & CURRAN, INC	00494482	189300	CHANGE ORDER PER AMENDMENT NO	Sewer Utility Construction	11,171.00
Total for Payment No.:						30,472.50

**Payment No: 651384**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/11/2021	CENTRALSQUARE TECHNOLOGIES,	00494671	312009	ASSET MANAGEMENT SOFTWARE ANNU	Water Utility	6,995.86
06/11/2021	CENTRALSQUARE TECHNOLOGIES,	00494671	312009	ASSET MANAGEMENT SOFTWARE ANNU	Public Buildings	2,450.00
06/11/2021	CENTRALSQUARE TECHNOLOGIES,	00494671	312009	ASSET MANAGEMENT SOFTWARE ANNU	Sewer Utility	6,995.85
06/11/2021	CENTRALSQUARE TECHNOLOGIES,	00494671	312009	ASSET MANAGEMENT SOFTWARE ANNU	Information Technology Service	14,000.00
Total for Payment No.:						30,441.71

**Payment No: W21356**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/07/2021	CALIF ISO	00494537	2021060131-49185422	ISO SETTLEMENT A/S MAY21	Electric Utility	-13,816.69

06/07/2021	CALIF ISO	00494537	2021060131-49185422	ISO SETTLEMENT MKT MAY21	Electric Utility	196,160.79
06/07/2021	CALIF ISO	00494537	2021060131-49185422	ISO SETTLEMENT CRR MAY21	Electric Utility	-158,372.77
06/07/2021	CALIF ISO	00494537	2021060131-49185422	ISO SETTLEMENT A/S FEB21	Electric Utility	-170.82
06/07/2021	CALIF ISO	00494537	2021060131-49185422	ISO SETTLEMENT GMC MAY21	Electric Utility	2,784.85
				Total for Payment No.:		26,585.36

**Payment No: W21355**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/04/2021	SANTA CLARA STADIUM AUTHORITY	00494586	20620JUN2021	Overpayment Maranon, A-Sep AR9	Special Liability Insurance	26,429.90
				Total for Payment No.:		26,429.90

**Payment No: 651426**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/11/2021	INFO-TECH RESEARCH GROUP	00494670	210440	ANNUAL MEMBERSHIP	Information Technology Service	25,269.52
				Total for Payment No.:		25,269.52

**Payment No: 019621**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/11/2021	JOINT VENTURE SILICON VALLEY	00494428	695NETscsvp	JOINT VENT. PUBLIC INVEST20-21	Electric Utility	25,000.00
				Total for Payment No.:		25,000.00

**Payment No: 019661**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/11/2021	TRITON MUSEUM OF ART	00494978	2887JUN2021	Grant/Contribution Agreement w	General Fund	24,630.00
				Total for Payment No.:		24,630.00

**Payment No: 019571**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/04/2021	STATEN SOLAR CORPORATION	00494538	22001	CONTRACT FOR THE PHOTOVOLTAIC	Library	24,995.50
06/04/2021	STATEN SOLAR CORPORATION	00494538	22001	RETENTION	Library	-1,249.78
				Total for Payment No.:		23,745.72

**Payment No: 019603**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/11/2021	EFFICIENCY SERVICES GROUP, LLC	00494627	3215	EXTER/PRKING LOT LITE MAY21	Elec OperatingGrant Trust Fund	4,550.00
06/11/2021	EFFICIENCY SERVICES GROUP, LLC	00494627	3215	EXTER/PRKING LOT LITE MAY21	Elec OperatingGrant Trust Fund	18,519.00
				Total for Payment No.:		23,069.00

**Payment No: 651391**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/11/2021	CRUSADER FENCE CO., LLC	00494683	1885	VEHICLE PIPE GATE (LABOR)	Parks And Recreation	12,550.00
06/11/2021	CRUSADER FENCE CO., LLC	00494683	1885	MATERIALS	Parks And Recreation	9,950.00
				Total for Payment No.:		22,500.00

**Payment No: 651296**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/04/2021	MTH ENGINEERS INC	00493305	12375	ENG/CON DESIGN APR2021	Electric Utility Construction	20,233.50
06/04/2021	MTH ENGINEERS INC	00494436	12374	ENGINEERING SERVICES FOR FAIRV	Electric Utility Construction	2,180.00
				Total for Payment No.:		22,413.50

**Payment No: 651390**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/11/2021	CRESCO EQUIPMENT RENTALS	00494328	5398738-0001	CH LIGHT REPAIRS	General Fund	681.25

06/11/2021	CRESCO EQUIPMENT RENTALS	00494328	5398738-0001	NON TAXABLE	General Fund	9.81
06/11/2021	CRESCO EQUIPMENT RENTALS	00495059	5396543-0001	0117430 CC:011-7430 924/930/93	Solid Waste Program	2,943.00
06/11/2021	CRESCO EQUIPMENT RENTALS	00495059	5396543-0001	PROPTAX CACC 1656.5 PROP TAX R	Solid Waste Program	121.50
06/11/2021	CRESCO EQUIPMENT RENTALS	00495059	5396543-0001	ENVIRONMENTAL CHARGE EPA CHARG	Solid Waste Program	11.85
06/11/2021	CRESCO EQUIPMENT RENTALS	00495059	5396543-0001	DELIVERY CHARGE	Solid Waste Program	272.50
06/11/2021	CRESCO EQUIPMENT RENTALS	00495059	5396543-0001	0116900 CC:011-6900 CAT 926 WH	Solid Waste Program	14,715.00
06/11/2021	CRESCO EQUIPMENT RENTALS	00495082	5398350-0002	EQUIPMENT RENTAL	Electric Utility	654.00
06/11/2021	CRESCO EQUIPMENT RENTALS	00495082	5398350-0002	NON TAXABLE	Electric Utility	95.50
06/11/2021	CRESCO EQUIPMENT RENTALS	00495086	5403591-0001	EQUIPMENT RENTAL	Electric Utility	2,071.00
06/11/2021	CRESCO EQUIPMENT RENTALS	00495086	5403591-0001	NON TAXABLE	Electric Utility	287.25
Total for Payment No.:						21,862.66

**Payment No: 651385**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/11/2021	CHRIS WORTMAN	00494704	BJ-519212	2021 CLEANUP CAMPAIGN HIGH-SID	Solid Waste Program	7,776.50
06/11/2021	CHRIS WORTMAN	00494705	CW-526211	2021 CLEANUP CAMPAIGN HIGH-SID	Solid Waste Program	12,978.00
Total for Payment No.:						20,754.50

**Payment No: 019591**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/11/2021	ASPEN ENVIRONMENTAL GROUP	00494635	3513.002-06	RATE & FEE ANALYSIS APR21	Electric Utility	4,992.75
06/11/2021	ASPEN ENVIRONMENTAL GROUP	00494636	3513.001-06	AMI,MV90,MTR DATA ANALYS APR21	Electric Utility Construction	13,194.00
06/11/2021	ASPEN ENVIRONMENTAL GROUP	00494837	3360.001-27	SOUTHLOOP TASK A-1	Electric Utility Construction	2,362.50
Total for Payment No.:						20,549.25

**Payment No: 019600**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/11/2021	COUNTY OF SANTA CLARA	00494722	1800076784	SLETS Access 3rd QTR FY21	General Fund	8,612.26
06/11/2021	COUNTY OF SANTA CLARA	00494723	1800076805	SLETS/PIN ACCESS	General Fund	11,513.71
06/11/2021	COUNTY OF SANTA CLARA	00494723	1800076805	PIN CHARGE	General Fund	310.04
				Total for Payment No.:		20,436.01

**Payment No: 019652**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/11/2021	SMITHGROUP INC	00494659	0154802	DESIGN SVCS CIVIC CENTER PLAN	Electric Utility Construction	20,365.09
				Total for Payment No.:		20,365.09

**Payment No: 019565**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/04/2021	OVERDRIVE INC	00494192	CD0091021234710	1241 AD EMAG	General Fund	20,000.00
				Total for Payment No.:		20,000.00

**Payment No: 651403**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/11/2021	ENNIS-FLINT INC	00494401	256645	SUPPLIES-STREET	General Fund	19,804.46
				Total for Payment No.:		19,804.46

**Payment No: 651441**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/11/2021	NEOGOV	00494421	INV-20693	INSIGHT SUBSCRIPTION FEE	General Fund	14,263.48
06/11/2021	NEOGOV	00494421	INV-20693	SIGLE SIGN ON	General Fund	1,080.00
06/11/2021	NEOGOV	00494421	INV-20693	GOVERNMENTJOBS.COM SUBSCRIPT.	General Fund	4,129.06
				Total for Payment No.:		19,472.54

**Payment No: 651382**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/11/2021	CASCADIA CONSULTING GROUP, INC	00494925	7767	Climate Action Plan 2020	General Fund	4,867.50
06/11/2021	CASCADIA CONSULTING GROUP, INC	00494928	7798	Climate Action Plan 2020	General Fund	3,491.87
06/11/2021	CASCADIA CONSULTING GROUP, INC	00494929	7891	Climate Action Plan 2020	General Fund	5,589.38
06/11/2021	CASCADIA CONSULTING GROUP, INC	00494930	7957	Climate Action Plan 2020	General Fund	5,505.00
Total for Payment No.:						19,453.75

**Payment No: 651376**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/11/2021	BANNER BANK	00494803	35232MAY2021	RETENTION	Water Utility Construction	19,254.08
Total for Payment No.:						19,254.08

**Payment No: 019616**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/11/2021	HOUSEKEYS INC	00494826	SC210520BMR	HOUSEKEYS FY20/21 Program Admi	Housing Successor	13,000.00
06/11/2021	HOUSEKEYS INC	00494827	SCBMP210520	BMP FY20/21 HOUSEKEYS	City Affordable Housing	6,250.00
Total for Payment No.:						19,250.00

**Payment No: 651378**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/11/2021	BRIGHTVIEW LANDSCAPE SERVICES, INC.	00492227	7321816	SCCC IRRIGATION	Convention Cnt Maintenance Dis	1,669.02
06/11/2021	BRIGHTVIEW LANDSCAPE SERVICES, INC.	00494325	7370814	SCCC INSTALL FERN	Convention Cnt Maintenance Dis	343.63
06/11/2021	BRIGHTVIEW LANDSCAPE SERVICES, INC.	00494326	7370795	SCCC INSTALL IMPATIENTS	Convention Cnt Maintenance Dis	1,152.00
06/11/2021	BRIGHTVIEW LANDSCAPE SERVICES, INC.	00494970	7328968	FY 2020-21 LANDSCAPING SERVICE	Convention Cnt Maintenance Dis	14,989.00
Total for Payment No.:						18,153.65

**Payment No: 002382**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/08/2021	NAVIA BENEFIT SOLUTIONS, INC	00494562	05/16/21-05/29/21A	DD:BIWEEKLY NAVIA BENEFIT	Payroll Liability&ClearingAcct	8,653.19
06/08/2021	NAVIA BENEFIT SOLUTIONS, INC	00494562	05/16/21-05/29/21A	DD:BIWEEKLY NAVIA BENEFIT	Payroll Liability&ClearingAcct	9,012.51
Total for Payment No.:						17,665.70

**Payment No: 019579**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/04/2021	WESTERN STATES OIL CO	00494464	818525	RENEWABLE DIESEL	Fleet Operation Fund	17,241.83
Total for Payment No.:						17,241.83

**Payment No: 019538**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/04/2021	ACT ENVIRO	00494299	335685	GEAR TRUCK (BOB TAIL) 5/4/21	Electric Utility	125.00
06/04/2021	ACT ENVIRO	00494299	335685	CONFINED SPACE - FULL GEAR SET	Electric Utility	750.00
06/04/2021	ACT ENVIRO	00494299	335685	SUPPLIES	Electric Utility	1,500.00
06/04/2021	ACT ENVIRO	00494299	335685	PROCESSING FEE	Electric Utility	500.00
06/04/2021	ACT ENVIRO	00494299	335685	TRANSPORTATION 3 GALLON	Electric Utility	33.00
06/04/2021	ACT ENVIRO	00494299	335685	ENVIRONMENTAL SERVICE CHARGE	Electric Utility	877.49
06/04/2021	ACT ENVIRO	00494299	335685	2 HRS CLASS A DRIVER OT 5/4/21	Electric Utility	384.00
06/04/2021	ACT ENVIRO	00494299	335685	4 HRS CLASS A DRIVER 5/4/21	Electric Utility	600.00
06/04/2021	ACT ENVIRO	00494299	335685	PPE GEAR LEVEL D	Electric Utility	10.00
06/04/2021	ACT ENVIRO	00494299	335685	PPE GEAR LEVEL C	Electric Utility	500.00
06/04/2021	ACT ENVIRO	00494299	335685	MANIFEST FEE	Electric Utility	70.00
06/04/2021	ACT ENVIRO	00494299	335685	WASHOUT FEE FOR TANKER	Electric Utility	650.00
06/04/2021	ACT ENVIRO	00494299	335685	OILY WATER	Electric Utility	1,816.60
06/04/2021	ACT ENVIRO	00494299	335685	OILY DEBRIS	Electric Utility	126.00

06/04/2021	ACT ENVIRO	00494299	335685	8 HRS PROJECT MANAGER 5/4/21	Electric Utility	1,000.00
06/04/2021	ACT ENVIRO	00494299	335685	8 HRS CLASS A DRIVER 5/4/21	Electric Utility	1,200.00
06/04/2021	ACT ENVIRO	00494299	335685	8 HRS DRIVER 5/4/21	Electric Utility	776.00
06/04/2021	ACT ENVIRO	00494299	335685	8 HRS TECHNICIAN 5/4/21	Electric Utility	928.00
06/04/2021	ACT ENVIRO	00494304	335894	MANIFEST FEE	Electric Utility	30.00
06/04/2021	ACT ENVIRO	00494304	335894	ENVIRONMENTAL SERVICE CHARGE	Electric Utility	395.04
06/04/2021	ACT ENVIRO	00494304	335894	OILY DEBRIS	Electric Utility	165.00
06/04/2021	ACT ENVIRO	00494304	335894	OILY DEBRIS	Electric Utility	330.00
06/04/2021	ACT ENVIRO	00494304	335894	6.5HRS ER PROJECT LEAD 5/13/21	Electric Utility	1,365.00
06/04/2021	ACT ENVIRO	00494304	335894	6.5HR EMRGNCY RESPONSE 5/13/21	Electric Utility	1,950.00
06/04/2021	ACT ENVIRO	00494304	335894	DECON JOB MTRLS: MISC CLEANING	Electric Utility	381.50
06/04/2021	ACT ENVIRO	00494304	335894	GEAR TRUCK (BOB TAIL) 5/13/21	Electric Utility	250.00
06/04/2021	ACT ENVIRO	00494304	335894	PPE GEAR LEVEL C	Electric Utility	225.00
06/04/2021	ACT ENVIRO	00494304	335894	55 GAL RECON POLY DRUM UN1H2	Electric Utility	189.66
06/04/2021	ACT ENVIRO	00494304	335894	TRANSPORTATION 55 GALLON	Electric Utility	99.00
				Total for Payment No.:		17,226.29

**Payment No: 019542**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/04/2021	BAYWA R.E. SOLAR PROJECTS, LLC	00494295	66381-03/66317-03 CPV APR-2021	PBI APR2021 PYMT #37 PR II TWR	Elec OperatingGrant Trust Fund	16,469.19
				Total for Payment No.:		16,469.19

**Payment No: 651473**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/11/2021	TRB AND ASSOCIATES, INC.	00494916	3716	AMENDMENT NO. 3 ADD FUNDS PER	General Fund	11,520.00
06/11/2021	TRB AND ASSOCIATES, INC.	00494918	3735	AMENDMENT NO. 3 ADD FUNDS PER	General Fund	4,347.50

06/11/2021	TRB AND ASSOCIATES, INC.	00494921	3736	AMENDMENT NO. 3 ADD FUNDS PER	General Fund	555.00
				Total for Payment No.:		16,422.50

**Payment No: 019656**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/11/2021	SUNE W12DG-C, LLC	00494707	CA-12-0396-30	ENERGY PURCH (SOLAR) MAY20	Electric Utility	15,959.36
				Total for Payment No.:		15,959.36

**Payment No: 019557**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/04/2021	LINKEDIN CORPORATION	00494194	10111214619	1241 AD DB 05/24/21-05/23/22	General Fund	15,750.00
				Total for Payment No.:		15,750.00

**Payment No: 651348**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/11/2021	IRVINE COMPANY LLC	00494313	29816MAY2021	RMBRSMNT SCSQUARE- AUGUSTINE	Deposit Funds.	15,276.00
				Total for Payment No.:		15,276.00

**Payment No: 651372**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/11/2021	AT&T CALNET	00494747	000016498465	1541 Civic Center 9391023685	Information Technology Service	33.78
06/11/2021	AT&T CALNET	00494748	000016498507	Cabrillo-Warburton 9391023687	Information Technology Service	66.69
06/11/2021	AT&T CALNET	00494749	000016513195	IT - Comm - PD 9391023695	Information Technology Service	3,765.11
06/11/2021	AT&T CALNET	00494750	000016514047	Finance 9391054149	Information Technology Service	55.94
06/11/2021	AT&T CALNET	00494751	000016513182	BM - IT 9391023697	Information Technology Service	229.66

06/11/2021	AT&T CALNET	00494752	000016513213	CAO 9391023698	Information Technology Service	43.99
06/11/2021	AT&T CALNET	00494753	000016513189	CCO 9391023699	Information Technology Service	67.65
06/11/2021	AT&T CALNET	00494754	000016513199	CMO 9391023700	Information Technology Service	22.01
06/11/2021	AT&T CALNET	00494755	000016513185	Finance Misc. 9391023701	Information Technology Service	254.12
06/11/2021	AT&T CALNET	00494756	000016513188	Berryessa Adobe 260-1826	General Fund	67.65
06/11/2021	AT&T CALNET	00494756	000016513188	CDD 9391023702	Information Technology Service	253.66
06/11/2021	AT&T CALNET	00494757	000016513193	Library 9391023703	Information Technology Service	231.70
06/11/2021	AT&T CALNET	00494758	000016513210	AUTO 9391023704	Information Technology Service	67.69
06/11/2021	AT&T CALNET	00494759	000016513204	DPW 9391023705	Information Technology Service	116.70
06/11/2021	AT&T CALNET	00494760	000016513201	HR 9391023706	Information Technology Service	23.80
06/11/2021	AT&T CALNET	00494761	000016513194	PARKS - Cemetary 9391023707	Cemetery	69.32
06/11/2021	AT&T CALNET	00494762	000016513183	PARKS - YAC 9391023708	Information Technology Service	782.19
06/11/2021	AT&T CALNET	00494763	000016513192	PARKS - Sr Center 9391023709	Information Technology Service	67.67
06/11/2021	AT&T CALNET	00494764	000016513198	PARKS - CRC 9391023710	Information Technology Service	23.67
06/11/2021	AT&T CALNET	00494765	000016513187	PD 9391023711	Information Technology Service	3,899.29
06/11/2021	AT&T CALNET	00494766	000016513208	Purchasing 9391023712	Information Technology Service	9.48
06/11/2021	AT&T CALNET	00494767	000016513191	Convention Center 986-1335	Convention Cnt Maintenance Dis	23.67
06/11/2021	AT&T CALNET	00494767	000016513191	auto dialer 970-8644	Solid Waste Utility-Constructi	23.67
06/11/2021	AT&T CALNET	00494767	000016513191	Street 9391023713	Information Technology Service	221.08
06/11/2021	AT&T CALNET	00494768	000016513186	Fire 9391023714	Information Technology Service	762.49
06/11/2021	AT&T CALNET	00494769	000016513184	Water (flat fee \$50)	Water Utility	50.00

06/11/2021	AT&T CALNET	00494769	000016513184	IT 9391023715	Information Technology Service	455.05
06/11/2021	AT&T CALNET	00494770	000016513196	Water (50% of bal)	Water Utility	191.68
06/11/2021	AT&T CALNET	00494770	000016513196	Sewer (50% of bal)	Sewer Utility	191.69
06/11/2021	AT&T CALNET	00494770	000016513196	IT (615 & 261 #s) 9391023716	Information Technology Service	1,261.95
06/11/2021	AT&T CALNET	00494771	000016513202	Library 9391023718	General Fund	267.97
06/11/2021	AT&T CALNET	00494772	000016513190	PARKS 9391023719	General Fund	242.45
06/11/2021	AT&T CALNET	00494773	000016513197	PD 9391023720	General Fund	23.67
06/11/2021	AT&T CALNET	00494774	000016513207	Convention Center 9391023724	General Fund	733.77
06/11/2021	AT&T CALNET	00494775	000016513178	CDD - Comm Svcs 9391048040	General Fund	23.67
06/11/2021	AT&T CALNET	00494776	000016514048	PARKS - CRC 9391054153	Information Technology Service	17.41
06/11/2021	AT&T CALNET	00494777	000016514533	Morse Mansion 9391064468	General Fund	47.39
06/11/2021	AT&T CALNET	00494778	000016470254	DOJ 9391066810	Information Technology Service	301.86
06/11/2021	AT&T CALNET	00494779	000016514559	PD - Alarms 9391065446	Information Technology Service	45.65
06/11/2021	AT&T CALNET	00494780	000016469154	Conference (COVID) 9391060106	Other City Dept Op Grant Fund	92.85
				Total for Payment No.:		15,129.74

**Payment No: 651397**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/11/2021	DEMOCRACY AT WORK INSTITUTE	00494994	052421-4	Consultant to support the City	General Fund	15,000.00
				Total for Payment No.:		15,000.00

**Payment No: 651274**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/04/2021	BRIGHTVIEW LANDSCAPE SERVICES, INC.	00494542	7373854	FY 2020-21 LANDSCAPING SERVICE	Convention Cnt Maintenance Dis	14,989.00
				Total for Payment No.:		14,989.00

**Payment No: 019630**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/11/2021	MIDWEST TAPE LLC	00494484	500518835	1241 AD DB	General Fund	14,474.08
06/11/2021	MIDWEST TAPE LLC	00494592	500501340	1236 Juv DVD'S	General Fund	347.40
06/11/2021	MIDWEST TAPE LLC	00494592	500501340	1241 AD MCDS	General Fund	29.14
06/11/2021	MIDWEST TAPE LLC	00494592	500501340	1241 AD DVD'S	General Fund	91.75
06/11/2021	MIDWEST TAPE LLC	00494592	500501340	1235 Juv DVD'S	General Fund	42.44
Total for Payment No.:						14,984.81

**Payment No: 651486**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/11/2021	WATERPROOFING ASSOC	00492238	46444	CRC TILE REPAIR	General Fund	14,886.00
Total for Payment No.:						14,886.00

**Payment No: 019572**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/04/2021	[REDACTED]	00494296	376352-0002	LEGAL SERVICES/BOND COUNSEL	Electric Utility-Debt Services	14,717.49
Total for Payment No.:						14,717.49

**Payment No: 651249**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/04/2021	CA ENVIRONMENTAL PROTECTION	00494441	507APR2021A	QTRLY FEES 01/01/21-03/31/21	General Fund	14,576.00
Total for Payment No.:						14,576.00

**Payment No: 651405**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/11/2021	EQUINIX INC	00494577	100210307085	SANTA CLARA IBX - SV2 (FIBER)	Electric Utility	14,558.61
Total for Payment No.:						14,558.61

**Payment No: 651443**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/11/2021	NEXTREQUEST	00494949	1752	NEXTREQUEST RECORDS REQUEST MA	General Fund	14,245.35
				Total for Payment No.:		14,245.35

**Payment No: 651293**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/04/2021	LUHDORFF AND SCALMANINI CONSULTING	00494280	36984	2021 FEB NEW WELL FEASIBILITY	Water Utility Construction	14,170.00
				Total for Payment No.:		14,170.00

**Payment No: 651282**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/04/2021	EH BEAN TRUCKING	00494434	05032021	2021 CLEANUP CAMPAIGN HIGH- SID	Solid Waste Program	13,867.92
				Total for Payment No.:		13,867.92

**Payment No: 019548**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/04/2021	DALEO INC	00494040	SV7-157-01	2004D MASTER CONTRACT	Electric Utility	13,725.31
				Total for Payment No.:		13,725.31

**Payment No: 019601**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/11/2021	DALEO INC	00494612	SV7-154-01	2004D MASTER CONTRACT	Street Lighting	10,068.51
06/11/2021	DALEO INC	00494617	SV8-113-02	2004D MASTER CONTRACT	Electric Utility Construction	2,845.12
				Total for Payment No.:		12,913.63

**Payment No: 651487**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/11/2021	WILSON IHRIG & ASSOC INC	00494835	19108N6	SJC DEIR and Noise Monitoring	General Fund	11,588.83
06/11/2021	WILSON IHRIG & ASSOC INC	00494836	19108N7	SJC DEIR and Noise Monitoring	General Fund	1,300.00
Total for Payment No.:						12,888.83

**Payment No: 651324**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/04/2021	TRUEPOINT SOLUTIONS, LLC	00494237	21-385	Accela Support April 2021	General Government - Other	12,634.00
Total for Payment No.:						12,634.00

**Payment No: 651309**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/04/2021	ROSEMOUNT INC	00494470	71785329	PN# 3051CD1A02A1AH2E5L4Q4 ROSE	Electric Utility	10,959.42
06/04/2021	ROSEMOUNT INC	00494470	71785329	PN# RMT-OSV-EXPEDITE-01 EXPEDI	Electric Utility	1,643.91
Total for Payment No.:						12,603.33

**Payment No: 651400**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/11/2021	E-BUILDER, INC	00494129	10566	e-BUILDER T&M MAR21 W&S/DPW	Water Utility	2,041.67
06/11/2021	E-BUILDER, INC	00494129	10566	e-BUILDER T&M WORK MAR21 SVP	Electric Utility Construction	8,166.66
06/11/2021	E-BUILDER, INC	00494129	10566	e-BUILDER T&M MAR21 W&S/DPW	Sewer Utility	2,041.67
Total for Payment No.:						12,250.00

**Payment No: 651261**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/04/2021	U.S. BANK	00494563	05/16/21-05/29/21	BIWKLY PAYROLL DED PARS	Fringe Benefits	12,121.59

B2111

Total for Payment No.: 12,121.59

**Payment No: 019631**

<b>Payment Date</b>	<b>Vendor Name</b>	<b>Voucher No.</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Fund Code</b>	<b>Amount Paid</b>
06/11/2021	MISSION TRAIL WASTE SYSTEMS	00494509	0000454048	DEBRIS BIN SRVC- MAR 21	Cemetery	1,352.30
06/11/2021	MISSION TRAIL WASTE SYSTEMS	00494509	0000454048	DEBRIS BIN SRVC- MAR 21	Solid Waste Program	97.15
06/11/2021	MISSION TRAIL WASTE SYSTEMS	00494509	0000454048	DEBRIS BIN SRVC- MAR 21	General Fund	540.92
06/11/2021	MISSION TRAIL WASTE SYSTEMS	00494509	0000454048	DEBRIS BIN SRVC- MAR 21	General Fund	3,560.35
06/11/2021	MISSION TRAIL WASTE SYSTEMS	00494509	0000454048	DEBRIS BIN SRVC- MAR 21	Electric Utility	74.31
06/11/2021	MISSION TRAIL WASTE SYSTEMS	00494510	0000454047	SC CORP YRD- GRB FEES MAR-21	Solid Waste Program	6,368.05
Total for Payment No.:						11,993.08

**Payment No: 651370**

<b>Payment Date</b>	<b>Vendor Name</b>	<b>Voucher No.</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Fund Code</b>	<b>Amount Paid</b>
06/11/2021	ARROWHEAD FORENSICS	00494841	104791	ITEM: A-3405010 5' PROTECTOR E	Police Operating Grant Fund	11,230.43
06/11/2021	ARROWHEAD FORENSICS	00494841	104791	SHIPPING	Police Operating Grant Fund	601.02
Total for Payment No.:						11,831.45

**Payment No: 019651**

<b>Payment Date</b>	<b>Vendor Name</b>	<b>Voucher No.</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Fund Code</b>	<b>Amount Paid</b>
06/11/2021	ROSENDIN ELECTRIC INC	00494794	210748	CONTRACT FOR CITYWIDE EMERGENC	Public Buildings	12,372.00
06/11/2021	ROSENDIN ELECTRIC INC	00494794	210748	RETENTION	Public Buildings	-618.60
Total for Payment No.:						11,753.40

**Payment No: 651368**

<b>Payment Date</b>	<b>Vendor Name</b>	<b>Voucher No.</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Fund Code</b>	<b>Amount Paid</b>
---------------------	--------------------	--------------------	--------------------	--------------------	------------------	--------------------

06/11/2021	APPLIED BUSINESS SOFTWARE	00494587	066094	The Mortgage Office Hosted	Housing Successor	6,552.00
06/11/2021	APPLIED BUSINESS SOFTWARE	00494588	066102	MORTGAGE OFFICE SOFTWARE MAINT	Housing Successor	5,000.02
				Total for Payment No.:		11,552.02

**Payment No: W21349**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/02/2021	SANTA CLARA CONVENTION CENTER	00494425	449507	(CIP) Fund Request - Idbri #4	SCCC Capital Improvement Fund	11,200.00
				Total for Payment No.:		11,200.00

**Payment No: 651394**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/11/2021	DANA SAFETY SUPPLY, INC	00494793	723068	AUTO PARTS & SUPPLIES PO25808	Vehicle Replacement Fund	15.36
06/11/2021	DANA SAFETY SUPPLY, INC	00494793	723068	AUTO PARTS & SUPPLIES PO25808	Vehicle Replacement Fund	15.36
06/11/2021	DANA SAFETY SUPPLY, INC	00494793	723068	AUTO PARTS AND SUPPLIES PER DA	Vehicle Replacement Fund	4,627.31
06/11/2021	DANA SAFETY SUPPLY, INC	00494793	723068	AUTO PARTS AND SUPPLIES PER DA	Vehicle Replacement Fund	6,298.86
				Total for Payment No.:		10,956.89

**Payment No: 019636**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/11/2021	ONESOURCE DISTRIBUTORS LLC	00494791	S6708178.001	WIRE, 600V, CU, #2, 7 STR, 60	Electric Utility	9,303.15
06/11/2021	ONESOURCE DISTRIBUTORS LLC	00494986	S6708178.005	DEAD-END, BAIL, CU #6, SOLID,	Electric Utility	1,433.08
				Total for Payment No.:		10,736.23

**Payment No: 651257**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/04/2021	THE MECHANICS BANK	00494435	1772MAY2021	ESCROW AGREEMENT FOR THE	Parks And Recreation	10,537.90

REED

Total for Payment No.: 10,537.90

**Payment No: 019627**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/11/2021	LINNEA SHEEHY	00495085	2032	Contractor Payment for Classes	General Fund	4,452.82
06/11/2021	LINNEA SHEEHY	00495088	2031	Contractor Payment for Classes	General Fund	5,501.08
Total for Payment No.:						9,953.90

**Payment No: 651399**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/11/2021	DOOLEY ENTERPRISES, INC.	00494478	60439	Ammo	General Fund	9,940.80
Total for Payment No.:						9,940.80

**Payment No: 019657**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/11/2021	T-MOBILE	00494839	952058658 APR2021	APR PD CELLULAR SERVICE	General Fund	450.00
06/11/2021	T-MOBILE	00494839	952058658 APR2021	APR STADIUM CELLULAR SERVIC	General Fund	46.47
06/11/2021	T-MOBILE	00494839	952058658 APR2021	APR CMO CELLULAR SERVICE	General Fund	131.93
06/11/2021	T-MOBILE	00494839	952058658 APR2021	APR PARKS CELLULAR SERVICE	General Fund	1,081.00
06/11/2021	T-MOBILE	00494839	952058658 APR2021	APR COUNCIL CELLULAR SERVICE	General Fund	77.45
06/11/2021	T-MOBILE	00494839	952058658 APR2021	APR CDD CELLULAR SERVICE	General Fund	387.25
06/11/2021	T-MOBILE	00494839	952058658 APR2021	APR HR CELLULAR SERVICE	General Fund	77.45
06/11/2021	T-MOBILE	00494839	952058658 APR2021	APR DPW CELLULAR SERVICE	General Fund	325.44
06/11/2021	T-MOBILE	00494839	952058658 APR2021	APR BLD MNT CELLULAR SERVICE	General Fund	289.63
06/11/2021	T-MOBILE	00494839	952058658 APR2021	APR STREETS CELLULAR SERVICE	General Fund	553.79
06/11/2021	T-MOBILE	00494839	952058658 APR2021	APR WATER CELLULAR SERVICE	Sewer Utility	757.89
06/11/2021	T-MOBILE	00494839	952058658 APR2021	APR IT RECURRING CELL SERVICE	Information Technology Service	5,673.83

Total for Payment No.: 9,852.13

**Payment No: 019594**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/11/2021		00494783	268867	LEGAL SERVICES	Electric Utility Construction	144.00
06/11/2021		00494787	268866	CHANGE ORDER #1: ADDITIONAL FU FOR LEGAL SVCS	Electric Utility Construction	9,474.62
Total for Payment No.:						9,618.62

**Payment No: 019623**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/11/2021	KIMLEY-HORN AND ASSOC INC	00494797	18416871	HI-INTENSITY ACTIVATED CROSSWA	Streets And Highways	8,950.00
Total for Payment No.:						8,950.00

**Payment No: 651393**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/11/2021	D&M TRAFFIC SERVICES	00494399	78358	SUPPLIES - STREETS	Solid Waste Program	7,756.44
06/11/2021	D&M TRAFFIC SERVICES	00494399	78358	LABOR-SET UP & SILK SCREEN	Solid Waste Program	170.00
06/11/2021	D&M TRAFFIC SERVICES	00494400	78553	SUPPLIES - STREETS	General Fund	880.18
06/11/2021	D&M TRAFFIC SERVICES	00494400	78553	STENCIL CHARGE	General Fund	50.00
Total for Payment No.:						8,856.62

**Payment No: 651465**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/11/2021	STEELSENTRY, INC	00494692	20059	ITEM # FR-15-16-W-363030 - STE	Electric Utility	3,833.92
06/11/2021	STEELSENTRY, INC	00494692	20059	ITEM # FR-15-16-W-722430 - STE	Electric Utility	2,244.26
06/11/2021	STEELSENTRY, INC	00494692	20059	ITEM # FR-15-16-W-363030 - STE	Electric Utility	1,273.12
06/11/2021	STEELSENTRY, INC	00494692	20059	SHIPPING & HANDLING	Electric Utility	1,297.88

Total for Payment No.: 8,649.18

**Payment No: 651269**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/04/2021	AT&T CALNET	00494341	000016513131	BAN: 9391015175 4/25-5/24/21	Electric Utility	8,616.10
Total for Payment No.:						8,616.10

**Payment No: 651445**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/11/2021	OLIVEIRA FENCE, INC	00494999	20-89	FENCE INSTALLATION - FULLER ST	Parks And Recreation	8,600.43
Total for Payment No.:						8,600.43

**Payment No: 019564**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/04/2021	ORACLE AMERICA INC	00494472	45235156	PEOPLESOFT TECHNICAL SUPPORT	General Fund	8,550.39
Total for Payment No.:						8,550.39

**Payment No: 019602**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/11/2021	EBSCO INFORMATION SERVICES	00494274	0524454	1241 AD PR	General Fund	8,523.17
Total for Payment No.:						8,523.17

**Payment No: 651278**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/04/2021	DELL MARKETING LP	00494352	10434359250	NON-TAXABLE ENVIRONMENTAL FEE	General Government - Other	56.00
06/04/2021	DELL MARKETING LP	00494352	10434359250	NON-TAXABLE COMPUTER EQUIP	General Government - Other	942.32

06/04/2021	DELL MARKETING LP	00494352	10434359250	TAXABLE COMPUTER EQUIP	General Government - Other	7,039.96
06/04/2021	DELL MARKETING LP	00494352	10434359250	TAXABLE MONITORS FOR PD	General Fund	461.07
				Total for Payment No.:		8,499.35

**Payment No: 651266**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/04/2021	ADT COMMERCIAL LLC	00494132	139706656	FS 2 SEMI ANNUAL FIRE	General Fund	240.21
06/04/2021	ADT COMMERCIAL LLC	00494133	139717591	CENTRAL LIB FIRE SYS DD	General Fund	880.00
06/04/2021	ADT COMMERCIAL LLC	00494135	139870485	LABOR PD CALL OUT	General Fund	701.25
06/04/2021	ADT COMMERCIAL LLC	00494135	139870485	MATERIALS	General Fund	68.67
06/04/2021	ADT COMMERCIAL LLC	00494136	139896662	PD SEMI ANNUAL FIRE	General Fund	463.50
06/04/2021	ADT COMMERCIAL LLC	00494137	139706653	YAC SEMI ANNUAL FIRE	General Fund	373.66
06/04/2021	ADT COMMERCIAL LLC	00494138	139706655	TRITON SEMI ANNUAL FIRE	Public Buildings	427.04
06/04/2021	ADT COMMERCIAL LLC	00494139	139706654	CRC SEMI ANNUAL FIRE	General Fund	300.00
06/04/2021	ADT COMMERCIAL LLC	00494140	139850043	MISSION LIB SEMI ANNUAL	General Fund	160.14
06/04/2021	ADT COMMERCIAL LLC	00494141	139851392	NORTHSIDE SEMI ANNUAL	General Fund	1,067.60
06/04/2021	ADT COMMERCIAL LLC	00494142	139851393	NORTHSIDE ANNUAL SPRINKLER	General Fund	1,281.11
06/04/2021	ADT COMMERCIAL LLC	00494143	139851394	MISSION SPRINKLER INSPEC	General Fund	640.56
06/04/2021	ADT COMMERCIAL LLC	00494145	139851395	FS 6 SEMI ANNUAL FIRE	General Fund	160.14
06/04/2021	ADT COMMERCIAL LLC	00494146	139851396	FS 6 SPRINKLER INSPEC	General Fund	160.14
06/04/2021	ADT COMMERCIAL LLC	00494147	139896661	EOC HALON SEMI ANNUAL	General Fund	480.42
06/04/2021	ADT COMMERCIAL LLC	00494148	139706657	FS 8 SEMI ANNUAL FIRE ALARM	General Fund	336.86
06/04/2021	ADT COMMERCIAL LLC	00494149	139896659	CITY HALL SEMI ANNUAL HALON	General Fund	320.28
06/04/2021	ADT COMMERCIAL LLC	00494150	139896660	CITY HALL SEMI ANNUAL FIRE	General Fund	375.00
				Total for Payment No.:		8,436.58

**Payment No: 651438**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/11/2021	MTH ENGINEERS INC	00494795	12376	OAKS JUNCTION SUPPORT	Electric Utility	7,600.00

SERVICES

Construction

Total for Payment No.:

7,600.00

**Payment No: 019562**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/04/2021	NVIDIA CORP	00494305	63037-04 CPV APR-2021	PBI SOLAR PROD PYMT #50 APR-20	Elec OperatingGrant Trust Fund	7,163.46
Total for Payment No.:						7,163.46

**Payment No: 651326**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/04/2021	UNITED RENTALS (NORTH AMERICA) INC	00494272	191829763-001	EQUIPMENT RENTALS	Sewer Utility	7,125.00
Total for Payment No.:						7,125.00

**Payment No: 651311**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/04/2021	SAFARI MICRO INC	00494128	SM365986	DATALOCKER SENTRY K300 USB	Electric Utility	694.11
06/04/2021	SAFARI MICRO INC	00494128	SM365986	DATALOCKER SENTRY ONE MANAGED	Electric Utility	6,290.07
Total for Payment No.:						6,984.18

**Payment No: 651305**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/04/2021	PROQUEST LLC	00494193	70681634	1241 AD DB 08/01/21-07/31/22	General Fund	6,956.89
Total for Payment No.:						6,956.89

**Payment No: 019583**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/11/2021	ACT ENVIRO	00494615	335735	SUPPLIES	Electric Utility	150.00

06/11/2021	ACT ENVIRO	00494615	335735	ENVIRONMENTAL SERVICE CHARGE	Electric Utility	58.80
06/11/2021	ACT ENVIRO	00494615	335735	6 HR CHEMIST 5/12/21	Electric Utility	402.00
06/11/2021	ACT ENVIRO	00494615	335735	HAND PUMP LARGE	Electric Utility	50.00
06/11/2021	ACT ENVIRO	00494615	335735	PPE GEAR LEVEL D	Electric Utility	8.00
06/11/2021	ACT ENVIRO	00494615	335735	GEAR TRUCK (BOB TAIL) 5/12/21	Electric Utility	125.00
06/11/2021	ACT ENVIRO	00494618	337325	PPE GEAR LEVEL D	Electric Utility	8.00
06/11/2021	ACT ENVIRO	00494618	337325	ENVIRONMENTAL SERVICE CHARGE	Electric Utility	140.42
06/11/2021	ACT ENVIRO	00494618	337325	NON-PCB TRANSFORMER OIL	Electric Utility	307.25
06/11/2021	ACT ENVIRO	00494618	337325	8 HR TANKER DRIVER 5/19/21	Electric Utility	760.00
06/11/2021	ACT ENVIRO	00494618	337325	WASHOUT FEE FOR TANKER	Electric Utility	650.00
06/11/2021	ACT ENVIRO	00494618	337325	MANIFEST FEE	Electric Utility	30.00
06/11/2021	ACT ENVIRO	00494619	337327	SUPPLIES	Electric Utility	150.00
06/11/2021	ACT ENVIRO	00494619	337327	ENVIRONMENTAL SERVICE CHARGE	Electric Utility	58.80
06/11/2021	ACT ENVIRO	00494619	337327	6 HR CHEMIST 5/19/21	Electric Utility	402.00
06/11/2021	ACT ENVIRO	00494619	337327	HAND PUMP LARGE	Electric Utility	50.00
06/11/2021	ACT ENVIRO	00494619	337327	PPE GEAR LEVEL D	Electric Utility	8.00
06/11/2021	ACT ENVIRO	00494619	337327	GEAR TRUCK (BOB TAIL) 5/19/21	Electric Utility	125.00
06/11/2021	ACT ENVIRO	00494620	338077	SUPPLIES	Electric Utility	150.00
06/11/2021	ACT ENVIRO	00494620	338077	ENVIRONMENTAL SERVICE CHARGE	Electric Utility	48.08
06/11/2021	ACT ENVIRO	00494620	338077	4HR CHEMIST 5/26/21	Electric Utility	268.00
06/11/2021	ACT ENVIRO	00494620	338077	HAND PUMP LARGE	Electric Utility	50.00
06/11/2021	ACT ENVIRO	00494620	338077	PPE GEAR LEVEL D	Electric Utility	8.00
06/11/2021	ACT ENVIRO	00494620	338077	GEAR TRUCK (BOB TAIL) 5/25/21	Electric Utility	125.00
06/11/2021	ACT ENVIRO	00494621	337692	GEAR TRUCK (BOB TAIL) 5/21/21	Electric Utility	125.00
06/11/2021	ACT ENVIRO	00494621	337692	PPE GEAR LEVEL C	Electric Utility	225.00
06/11/2021	ACT ENVIRO	00494621	337692	TRANSPORTATION 55 GALLON	Electric Utility	33.00
06/11/2021	ACT ENVIRO	00494621	337692	MANIFEST FEE	Electric Utility	30.00
06/11/2021	ACT ENVIRO	00494621	337692	ENVIRONMENTAL SERVICE	Electric Utility	199.46

				CHARGE		
06/11/2021	ACT ENVIRO	00494621	337692	OILY DEBRIS	Electric Utility	165.00
06/11/2021	ACT ENVIRO	00494621	337692	6 HR PROJECT LEAD 5/21/21	Electric Utility	634.08
06/11/2021	ACT ENVIRO	00494621	337692	6 HR TECHNICIAN x2 5/21/21	Electric Utility	931.14
06/11/2021	ACT ENVIRO	00494621	337692	DECON JOB MTRLS: MISC CLEANING	Electric Utility	350.00
				Total for Payment No.:		6,825.03

**Payment No: 651415**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/11/2021	GLOBAL RENTAL CO	00494579	3637213	2019 INTL4300 6/1/21-6/28/21	Electric Utility	3,706.00
06/11/2021	GLOBAL RENTAL CO	00494654	3634230	2019 FORD F550 JUN21	Electric Utility Construction	2,725.00
				Total for Payment No.:		6,431.00

**Payment No: 651472**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/11/2021	TMT ENTERPRISES INC	00494405	07942	Pac-Bell 2.0 Soil Mix	General Fund	1,244.56
06/11/2021	TMT ENTERPRISES INC	00494684	08633	Gypsum Mini Prilled	General Fund	5,149.38
06/11/2021	TMT ENTERPRISES INC	00494684	08633	Environmental Fees	General Fund	5.45
				Total for Payment No.:		6,399.39

**Payment No: 019559**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/04/2021	MBL & SONS, INC	00494302	63467-01 CPV APR-2021	ST LAWRNC PBI PYMT #38 APR2021	Elec OperatingGrant Trust Fund	4,849.37
06/04/2021	MBL & SONS, INC	00494303	75175-01 CPV APR-2021	ST JUSTIN PBI PYMT #33 APR2021	Elec OperatingGrant Trust Fund	1,467.90
				Total for Payment No.:		6,317.27

**Payment No: 651279**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/04/2021	DONALDSON CO INC	00494465	5141121	PN# P191177-016-909 - CYLINDRI	Electric Utility	6,147.07
				Total for Payment No.:		6,147.07

**Payment No: 651448**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/11/2021	PERFORMANCE MECHANICAL, INC	00495013	148143	MATERIALS	Electric Utility	586.40
06/11/2021	PERFORMANCE MECHANICAL, INC	00495013	148143	CODE WORK/REPAIRS; BOILER AND	Electric Utility	5,401.56
				Total for Payment No.:		5,987.96

**Payment No: 651411**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/11/2021	FLYERS ENERGY LLC	00494648	21-327349	MOBIL DTE 25 ULTRA	Electric Utility	1,130.82
06/11/2021	FLYERS ENERGY LLC	00494648	21-327349	REGULATORY COMPLIANCE FEE(TAX)	Electric Utility	7.58
06/11/2021	FLYERS ENERGY LLC	00494650	21-323295	REGULATORY COMPLIANCE FEE(TAX)	Electric Utility	7.58
06/11/2021	FLYERS ENERGY LLC	00494650	21-323295	MOBIL DTE 25 ULTRA	Electric Utility	1,130.82
06/11/2021	FLYERS ENERGY LLC	00494651	21-320314	MOBIL DTE 205	Electric Utility	1,239.03
06/11/2021	FLYERS ENERGY LLC	00494651	21-320314	REGULATORY COMPLIANCE FEE(TAX)	Electric Utility	7.58
06/11/2021	FLYERS ENERGY LLC	00494653	21-329414	MOBIL DTE OIL LIGHT	Electric Utility	2,407.92
06/11/2021	FLYERS ENERGY LLC	00494653	21-329414	REGULATORY COMPLIANCE FEE(TAX)	Electric Utility	7.58
				Total for Payment No.:		5,938.91

**Payment No: 651396**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/11/2021	DELL MARKETING LP	00495007	10457897056	DELL LATITUDE 5410 TAXABLE POR	Electric Utility	4,913.72
06/11/2021	DELL MARKETING LP	00495007	10457897056	DELL LATITUDE 5410	Electric Utility	972.00

06/11/2021	DELL MARKETING LP	00495007	10457897056	NON TAXABLE ENVIRONMENTAL FEE	Electric Utility	20.00
Total for Payment No.:						5,905.72

**Payment No: 651317**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/04/2021	SPARTAN PRECISION RIFLES	00494475	1880	RUCKUS TACTICAL RIFLE	Police Operating Grant Fund	4,595.17
06/04/2021	SPARTAN PRECISION RIFLES	00494475	1880	SUPPRESSOR	Police Operating Grant Fund	1,290.83
Total for Payment No.:						5,886.00

**Payment No: 002381**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/04/2021	STATE DISBURSEMENT UNIT	00494549	05/16/21-05/29/21	WAGE ATTACHMENTS B2111	Payroll Liability&ClearingAcct	5,609.37
Total for Payment No.:						5,609.37

**Payment No: 019558**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/04/2021	MANUFACTURERS EDGE, INC	00494468	SIN121435	PN# AD841-927NP - LMI AD SERIE	Electric Utility	2,456.15
06/04/2021	MANUFACTURERS EDGE, INC	00494468	SIN121435	PN# 48488 - LMI (48488) ADAPTE	Electric Utility	125.56
06/04/2021	MANUFACTURERS EDGE, INC	00494468	SIN121435	PN# AD841-A28HI - LMI PUMPS AD	Electric Utility	2,343.54
06/04/2021	MANUFACTURERS EDGE, INC	00494468	SIN121435	PN# MP-100 - LMI MICROPACE, A	Electric Utility	466.09
Total for Payment No.:						5,391.34

**Payment No: 651345**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/11/2021	ESSEX PROPERTY TRUST	00494314	27736MAY2021	RMBRSMNT 3700 EL CAMINO REAL	Deposit Funds.	5,380.00
Total for Payment No.:						5,380.00

**Payment No: 651425**

<b>Payment Date</b>	<b>Vendor Name</b>	<b>Voucher No.</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Fund Code</b>	<b>Amount Paid</b>
06/11/2021	ICE US OTC COMMODITY MARKETS LLC	00494647	0521000868088	ENERGY BROKER COMM MAY21	Electric Utility	5,376.00
Total for Payment No.:						5,376.00

**Payment No: 019642**

<b>Payment Date</b>	<b>Vendor Name</b>	<b>Voucher No.</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Fund Code</b>	<b>Amount Paid</b>
06/11/2021	PENINSULA GYMNASTICS	00495084	0005	CONTRACT PAYMENT FOR CLASSES F	General Fund	5,258.40
Total for Payment No.:						5,258.40

**Payment No: 651303**

<b>Payment Date</b>	<b>Vendor Name</b>	<b>Voucher No.</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Fund Code</b>	<b>Amount Paid</b>
06/04/2021	PAETEC	00493936	73786596	TELEPHONE SERVICES	Information Technology Service	5,191.98
Total for Payment No.:						5,191.98

**Payment No: 651332**

<b>Payment Date</b>	<b>Vendor Name</b>	<b>Voucher No.</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Fund Code</b>	<b>Amount Paid</b>
06/11/2021	ALAN ENTERPRISE	00494312	31624MAY2021	RMBRSMNT 1701 LAWRENCE RD	Deposit Funds.	5,150.00
Total for Payment No.:						5,150.00

**Payment No: 651380**

<b>Payment Date</b>	<b>Vendor Name</b>	<b>Voucher No.</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Fund Code</b>	<b>Amount Paid</b>
06/11/2021	CA DEPT OF TRANSPORTATION	00494316	SL210596	JAN-MAR2021 SGNLS & LGHTNG	General Fund	5,125.75
Total for Payment No.:						5,125.75

**Payment No: 651312**

<b>Payment Date</b>	<b>Vendor Name</b>	<b>Voucher No.</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Fund Code</b>	<b>Amount Paid</b>
---------------------	--------------------	--------------------	--------------------	--------------------	------------------	--------------------

06/04/2021	SAN JOSE DEMOLITION, INC	00494432	0333	OPERATING ENGINEER	Solid Waste Program	2,194.38
06/04/2021	SAN JOSE DEMOLITION, INC	00494433	0331	OPERATING ENGINEER	Solid Waste Program	2,925.84
				Total for Payment No.:		5,120.22

**Payment No: 651290**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/04/2021	KIDDER MATHEWS	00494357	28486	APPRAISAL FOR 1015 MARTIN AVE	Electric Utility Construction	5,000.00
				Total for Payment No.:		5,000.00

**Payment No: 651379**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/11/2021	BY GEORGE CONSTRUCTION	00494234	CMR 113	Garage Electrical - Rincon	H.U.D Capital Projects	2,062.50
06/11/2021	BY GEORGE CONSTRUCTION	00494234	CMR 113	Rincon - 10164	H.U.D Capital Projects	2,062.50
06/11/2021	BY GEORGE CONSTRUCTION	00494234	CMR 113	Rincon - 10164	H.U.D Capital Projects	-2,062.50
06/11/2021	BY GEORGE CONSTRUCTION	00494235	CMR 114	ELECTRICAL PANEL - RINCON	H.U.D Capital Projects	2,922.00
				Total for Payment No.:		4,984.50

**Payment No: 019554**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/04/2021	INGRAM LIBRARY SERVICES INC	00494182	53056454	1241 AD BK	General Fund	1,325.31
06/04/2021	INGRAM LIBRARY SERVICES INC	00494182	53056454	1231 JUV BK	General Fund	654.34
06/04/2021	INGRAM LIBRARY SERVICES INC	00494185	53056471	1235 AD/JUV/YA BK	General Fund	2,494.28
06/04/2021	INGRAM LIBRARY SERVICES INC	00494189	53056486	1236 AD/JUV BK	General Fund	193.22
06/04/2021	INGRAM LIBRARY SERVICES INC	00494190	53056487	1233 JUV BK	General Fund	243.65
				Total for Payment No.:		4,910.80

**Payment No: 019537**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
--------------	-------------	-------------	-------------	-------------	-----------	-------------

06/04/2021	INTL FIREFIGHTERS LOCAL 1171	00494560	05/02/21-05/29/21	RETIRED FIRE MEDICAL BENEFITS	Payroll Liability&ClearingAcct	4,536.00
					Total for Payment No.:	4,536.00

**Payment No: 019628**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/11/2021	MARIN CLEAN ENERGY	00494645	SVP-0521RA	RA CAPACITY PURCHASE MAY21	Electric Utility	137,500.00
06/11/2021	MARIN CLEAN ENERGY	00494645	SVP-0521RA	RA CAPACITY SALE MAY21	Electric Utility	-133,000.00
					Total for Payment No.:	4,500.00

**Payment No: 651478**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/11/2021	VALLEY OIL CO	00494831	67886	UNLEADED GASOLINE	Fleet Operation Fund	4,317.58
					Total for Payment No.:	4,317.58

**Payment No: 019650**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/11/2021	████████████████████	00494997	46145	Internal Investigation Service	Special Liability Insurance	4,273.00
					Total for Payment No.:	4,273.00

**Payment No: 019556**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/04/2021	LEHR AUTO ELECTRIC	00494070	SI60674	PARTS-V#3545	Vehicle Replacement Fund	4,106.60
					Total for Payment No.:	4,106.60

**Payment No: 019615**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/11/2021	HILL BROTHERS CHEMICAL CO	00495092	07095193	AQUEOUS AMMONIA DELIVERIES	Electric Utility	3,882.45

Total for Payment No.: 3,882.45

**Payment No: 019645**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/11/2021	PG&E	00494583	9644211793-1 MAY2021	ELEC SVC GRIZZLY PWRHSE MAY21	Electric Utility	3,859.05
Total for Payment No.:						3,859.05

**Payment No: 019595**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/11/2021	CINTAS CORP #630	00493004	4082650128	CHEMICALS-MONTAGUE SWIM	General Fund	34.06
06/11/2021	CINTAS CORP #630	00493004	4082650128	DS1-MONTAGUE SWIM	Other City Dept Op Grant Fund	19.62
06/11/2021	CINTAS CORP #630	00493005	4082650134	CHEMICALS-MONTAGUE	General Fund	34.06
06/11/2021	CINTAS CORP #630	00493005	4082650134	DS1-MONTAGUE	Other City Dept Op Grant Fund	19.62
06/11/2021	CINTAS CORP #630	00493006	4082650531	CHEMICALS-THOMAS BARRETT	General Fund	34.06
06/11/2021	CINTAS CORP #630	00493006	4082650531	DS1-THOMAS BARRETT	Other City Dept Op Grant Fund	19.62
06/11/2021	CINTAS CORP #630	00493007	4082736133	CHEMICALS-BRACHER	General Fund	20.42
06/11/2021	CINTAS CORP #630	00493007	4082736133	DS1-BRACHER	Other City Dept Op Grant Fund	9.81
06/11/2021	CINTAS CORP #630	00493008	4082740085	CHEMICALS-YSP	General Fund	34.06
06/11/2021	CINTAS CORP #630	00493008	4082740085	DS1-YSP	Other City Dept Op Grant Fund	19.62
06/11/2021	CINTAS CORP #630	00493009	4082740710	CHEMICALS-MAYWOOD	General Fund	34.06
06/11/2021	CINTAS CORP #630	00493009	4082740710	DS1-MAYWOOD	Other City Dept Op Grant Fund	19.62
06/11/2021	CINTAS CORP #630	00493010	4082740711	CHEMICALS-JENNY STRAND	General Fund	34.06
06/11/2021	CINTAS CORP #630	00493010	4082740711	DS1-JENNY STRAND	Other City Dept Op Grant Fund	19.62
06/11/2021	CINTAS CORP #630	00493011	4082740799	CHEMICALS-WESTWOOD	General Fund	34.06
06/11/2021	CINTAS CORP #630	00493011	4082740799	DS1-WESTWOOD	Other City Dept Op Grant Fund	16.35

06/11/2021	CINTAS CORP #630	00493012	4082742168	CHEMICAL-HOMERIDGE	General Fund	34.06
06/11/2021	CINTAS CORP #630	00493012	4082742168	DS1-HOMERIDGE	Other City Dept Op Grant Fund	19.62
06/11/2021	CINTAS CORP #630	00493013	4082742182	CHEMICALS-WAR MEMORIAL	General Fund	34.06
06/11/2021	CINTAS CORP #630	00493013	4082742182	DS1-WAR MEMORIAL	Other City Dept Op Grant Fund	19.62
06/11/2021	CINTAS CORP #630	00493014	4082742246	CHEMICALS-STEVE CARLI	General Fund	34.06
06/11/2021	CINTAS CORP #630	00493014	4082742246	DS1-STEVE CARLI	Other City Dept Op Grant Fund	19.62
06/11/2021	CINTAS CORP #630	00493015	4082742270	CHEMICALS-MARY GOMEZ	General Fund	34.06
06/11/2021	CINTAS CORP #630	00493015	4082742270	DS1-MARY GOMEZ	Other City Dept Op Grant Fund	19.62
06/11/2021	CINTAS CORP #630	00493016	4082742293	CHEMICALS-TENNIS CTR	General Fund	34.06
06/11/2021	CINTAS CORP #630	00493016	4082742293	DS1-TENNIS CTR	Other City Dept Op Grant Fund	19.62
06/11/2021	CINTAS CORP #630	00493017	4082742297	CHEMICALS-EVERRETT N EDDIE	General Fund	32.00
06/11/2021	CINTAS CORP #630	00493017	4082742297	DS1-EVERRETT N EDDIE	Other City Dept Op Grant Fund	19.62
06/11/2021	CINTAS CORP #630	00493018	4082742324	CHEMICALS-ISC	General Fund	23.52
06/11/2021	CINTAS CORP #630	00493018	4082742324	DS1-ISC	Other City Dept Op Grant Fund	13.08
06/11/2021	CINTAS CORP #630	00493019	4082742326	CHEMICALS-EARL CARMICHAEL	General Fund	34.06
06/11/2021	CINTAS CORP #630	00493019	4082742326	DS1-EARL CARMICHAEL	Other City Dept Op Grant Fund	19.62
06/11/2021	CINTAS CORP #630	00493020	4082742339	CHEMICALS-MACHADO	General Fund	34.06
06/11/2021	CINTAS CORP #630	00493020	4082742339	DS1-MACHADO	Other City Dept Op Grant Fund	19.62
06/11/2021	CINTAS CORP #630	00493021	4082742348	CHEMICALS-WILSON	General Fund	34.06
06/11/2021	CINTAS CORP #630	00493021	4082742348	DS1-WILSON	Other City Dept Op Grant Fund	19.62
06/11/2021	CINTAS CORP #630	00493022	4082742363	CHEMICALS-CRC	General Fund	34.06
06/11/2021	CINTAS CORP #630	00493022	4082742363	DS1-CRC	Other City Dept Op Grant Fund	19.62
06/11/2021	CINTAS CORP #630	00493023	4082742412	CHEMICALS-CENTRAL	General Fund	68.09
06/11/2021	CINTAS CORP #630	00493023	4082742412	DS1-CENTRAL	Other City Dept Op Grant Fund	39.24

06/11/2021	CINTAS CORP #630	00493024	4082742428	CHEMICALS-YAC	General Fund	47.31
06/11/2021	CINTAS CORP #630	00493024	4082742428	DS1-YAC	Other City Dept Op Grant Fund	5.04
06/11/2021	CINTAS CORP #630	00493025	4082742432	CHEMICALS-BOWERS	General Fund	34.06
06/11/2021	CINTAS CORP #630	00493025	4082742432	DS10BOWERS	Other City Dept Op Grant Fund	19.62
06/11/2021	CINTAS CORP #630	00493026	4082742499	CHEMICALS-PARKS	General Fund	131.55
06/11/2021	CINTAS CORP #630	00493027	4082742926	UNIFORMS-PARKS	General Fund	355.06
06/11/2021	CINTAS CORP #630	00493027	4082742926	SANIS BOWL CLIP	General Fund	4.57
06/11/2021	CINTAS CORP #630	00493028	4082751894	CHEMICALS-LARRY J MAR	General Fund	15.88
06/11/2021	CINTAS CORP #630	00493028	4082751894	DS1-LARRY J MAR	Other City Dept Op Grant Fund	6.54
06/11/2021	CINTAS CORP #630	00493029	4082752041	CHEMICALS-WARBURTON SWIM	General Fund	21.66
06/11/2021	CINTAS CORP #630	00493029	4082752041	DS1-WARBURTON SWIM	Other City Dept Op Grant Fund	9.81
06/11/2021	CINTAS CORP #630	00493030	4082754670	CHEMICALS-PARKWAY	General Fund	34.06
06/11/2021	CINTAS CORP #630	00493030	4082754670	DS1-PARKWAY	Other City Dept Op Grant Fund	19.62
06/11/2021	CINTAS CORP #630	00493031	4082941976	CHEMICALS- R&G	General Fund	45.38
06/11/2021	CINTAS CORP #630	00493031	4082941976	DS1-R&G	Other City Dept Op Grant Fund	22.89
06/11/2021	CINTAS CORP #630	00493032	4083055659	CHEMICALS-LICKMILL	General Fund	41.16
06/11/2021	CINTAS CORP #630	00493033	4083055677	UNIFORMS-LICKMILL	General Fund	70.90
06/11/2021	CINTAS CORP #630	00493034	4083055696	CHEMICALS-LIVE OAK	General Fund	34.06
06/11/2021	CINTAS CORP #630	00493034	4083055696	DS1-LIVE OAK	Other City Dept Op Grant Fund	19.62
06/11/2021	CINTAS CORP #630	00493035	4083055698	CHEMICALS-AGNEW	General Fund	34.06
06/11/2021	CINTAS CORP #630	00493035	4083055698	DS1-AGNEW	Other City Dept Op Grant Fund	19.62
06/11/2021	CINTAS CORP #630	00493036	4083055725	CHEMICALS-THAMIEN	General Fund	34.06
06/11/2021	CINTAS CORP #630	00493036	4083055725	DS1-THAMIEN	Other City Dept Op Grant Fund	19.62
06/11/2021	CINTAS CORP #630	00493037	4083055772	CHEMICALS-FULLER	General Fund	34.06
06/11/2021	CINTAS CORP #630	00493037	4083055772	DS1-FULLER	Other City Dept Op Grant Fund	19.62

06/11/2021	CINTAS CORP #630	00493038	4083056956	UNIFORMS-CEMETERY	Cemetery	31.25
06/11/2021	CINTAS CORP #630	00493038	4083056956	CHEMICALS-CEMETERY	Cemetery	54.33
06/11/2021	CINTAS CORP #630	00493038	4083056956	DS1-CEMETERY	Other City Dept Op Grant Fund	19.86
06/11/2021	CINTAS CORP #630	00493039	4083056968	CHEMICALS-EVERETT ALVAREZ	General Fund	34.06
06/11/2021	CINTAS CORP #630	00493039	4083056968	DS1-EVERETT ALVAREZ	Other City Dept Op Grant Fund	19.62
06/11/2021	CINTAS CORP #630	00493040	4083057000	CHEMICALS-HENRY SCHMIDT	General Fund	34.06
06/11/2021	CINTAS CORP #630	00493040	4083057000	DS1-HENRY SCHMIDT	Other City Dept Op Grant Fund	19.62
06/11/2021	CINTAS CORP #630	00493041	4083057042	CHEMICALS-SR CTR	General Fund	80.52
06/11/2021	CINTAS CORP #630	00493041	4083057042	DS1-SR CTR	Other City Dept Op Grant Fund	39.24
06/11/2021	CINTAS CORP #630	00493042	1902155991	GLOVES	General Fund	1,340.70
				Total for Payment No.:		3,854.48

**Payment No: 651451**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/11/2021	PRODIGY PRESS INC	00494393	87533	PRINTING BUDGET BOOKS	General Fund	3,841.32
				Total for Payment No.:		3,841.32

**Payment No: 651342**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/11/2021	CALIF SURVEY & DRAFTING SUPPLY	00494320	165949/1	SURVEY VRS SBSCRPTN 063022	General Fund	3,800.00
				Total for Payment No.:		3,800.00

**Payment No: 019634**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/11/2021	NALCO CO	00494655	6600455880	TRANSPORTATION/ENERGY FEE	Electric Utility	69.78
06/11/2021	NALCO CO	00494655	6600455880	FERRALYTE# 8131 6/2/21	Electric Utility	3,721.70
				Total for Payment No.:		3,791.48

**Payment No: 651271**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/04/2021	BATEMAN SENIOR MEALS	00494440	INV4650005416	ADDITIONAL ENCUMBRANCE (OVERAG	Park and Rec Opr GrantTst Fund	3,677.44
Total for Payment No.:						3,677.44

**Payment No: 651268**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/04/2021	ARAMARK UNIFORM SERVICES	00494447	511000032967	CLEANING SVC / SHOP TOWELS	Electric Utility	408.56
06/04/2021	ARAMARK UNIFORM SERVICES	00494448	511000036287	CLEANING SVC / SHOP TOWELS	Electric Utility	408.56
06/04/2021	ARAMARK UNIFORM SERVICES	00494449	511000040007	CLEANING SVC / SHOP TOWELS	Electric Utility	408.56
06/04/2021	ARAMARK UNIFORM SERVICES	00494454	511000043868	CLEANING SVC / SHOP TOWELS	Electric Utility	408.56
06/04/2021	ARAMARK UNIFORM SERVICES	00494456	511000047328	CLEANING SVC / SHOP TOWELS	Electric Utility	408.56
06/04/2021	ARAMARK UNIFORM SERVICES	00494458	511000050958	CLEANING SVC / SHOP TOWELS	Electric Utility	408.56
06/04/2021	ARAMARK UNIFORM SERVICES	00494459	511000054984	CLEANING SVC / SHOP TOWELS	Electric Utility	408.56
06/04/2021	ARAMARK UNIFORM SERVICES	00494460	511000058374	CLEANING SVC / SHOP TOWELS	Electric Utility	408.56
06/04/2021	ARAMARK UNIFORM SERVICES	00494462	511000061973	CLEANING SVC / SHOP TOWELS	Electric Utility	408.56
Total for Payment No.:						3,677.04

**Payment No: 651479**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/11/2021	VERIZON WIRELESS	00494499	9879683253	MDC WIRELESS - FIRE DEPT	General Fund	1,026.27
06/11/2021	VERIZON WIRELESS	00494499	9879683253	MDC WIRELESS - PD	General Fund	114.03
06/11/2021	VERIZON WIRELESS	00494499	9879683253	MDC WIRELESS - PD	General Fund	38.01
06/11/2021	VERIZON WIRELESS	00494499	9879683253	MDC WIRELESS - PD	General Fund	38.01
06/11/2021	VERIZON WIRELESS	00494499	9879683253	MDC WIRELESS - PD	General Fund	2,128.56
06/11/2021	VERIZON WIRELESS	00494499	9879683253	MDC WIRELESS - STREET	General Fund	114.03
06/11/2021	VERIZON WIRELESS	00494499	9879683253	MDC WIRELESS - LIBRARY	General Fund	38.01
06/11/2021	VERIZON WIRELESS	00494499	9879683253	MDC WIRELESS - PARKS	General Fund	38.01
Total for Payment No.:						3,534.93

**Payment No: 651287**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/04/2021	HOME DEPOT USA	00494255	617998562	JANITORIAL SUPPLIES	General Fund	55.59
06/04/2021	HOME DEPOT USA	00494256	617724901	JANITORIAL SUPPLIES	General Fund	219.12
06/04/2021	HOME DEPOT USA	00494257	617724919	JANITORIAL SUPPLIES	Electric Utility	270.49
06/04/2021	HOME DEPOT USA	00494258	617998570	JANITORIAL SUPPLIES	General Fund	55.59
06/04/2021	HOME DEPOT USA	00494259	617724935	JANITORIAL SUPPLIES	General Fund	76.40
06/04/2021	HOME DEPOT USA	00494260	617724943	JANITORIAL SUPPLIES	General Fund	38.24
06/04/2021	HOME DEPOT USA	00494261	617998588	JANITORIAL SUPPLIES	General Fund	138.98
06/04/2021	HOME DEPOT USA	00494263	617724950	JANITORIAL SUPPLIES	General Fund	177.21
06/04/2021	HOME DEPOT USA	00494265	617998596	JANITORIAL SUPPLIES	General Fund	149.42
06/04/2021	HOME DEPOT USA	00494266	617998604	JANITORIAL SUPPLIES	General Fund	55.59
06/04/2021	HOME DEPOT USA	00494267	617998612	JANITORIAL SUPPLIES	Electric Utility	94.15
06/04/2021	HOME DEPOT USA	00494268	617998620	JANITORIAL SUPPLIES	General Fund	177.54
06/04/2021	HOME DEPOT USA	00494269	618535504	JANITORIAL SUPPLIES	General Fund	34.01
06/04/2021	HOME DEPOT USA	00494270	618264733	JANITORIAL SUPPLIES	General Fund	1,001.11
06/04/2021	HOME DEPOT USA	00494285	618264741	RESTROOM CLEANING SUPPLIES	General Fund	950.52
Total for Payment No.:						3,493.96

**Payment No: 651308**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/04/2021	RING POWER CORPORATION	00494176	44LU06804523	EQUIPMENT RNTL 4/27 THRU 5/24	Electric Utility Construction	3,468.00
Total for Payment No.:						3,468.00

**Payment No: 651302**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/04/2021	PACIFIC WATER ART INC	00494540	66217	FY 2020-21 FOUNTAIN MAINTENANC	Convention Cnt Maintenance Dis	1,280.00
06/04/2021	PACIFIC WATER ART INC	00494541	66063	ADDITIONAL REPAIRS AND CONTING	Convention Cnt Maintenance Dis	2,143.00

Total for Payment No.:

3,423.00

**Payment No: 019613**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/11/2021	GRANITE ROCK CO #29145	00494980	1306455	SAND	Water Utility	98.66
06/11/2021	GRANITE ROCK CO #29145	00494980	1306455	SAND	Water Utility	65.77
06/11/2021	GRANITE ROCK CO #29145	00494980	1306455	SAND	Electric Utility Construction	328.83
06/11/2021	GRANITE ROCK CO #29145	00494980	1306455	SAND	Water Utility Construction	131.54
06/11/2021	GRANITE ROCK CO #29145	00494980	1306455	SAND	Sewer Utility	32.89
06/11/2021	GRANITE ROCK CO #29145	00494981	1306554	SAND	Water Utility	244.41
06/11/2021	GRANITE ROCK CO #29145	00494981	1306554	SAND	Water Utility	162.94
06/11/2021	GRANITE ROCK CO #29145	00494981	1306554	SAND	Electric Utility Construction	814.71
06/11/2021	GRANITE ROCK CO #29145	00494981	1306554	SAND	Water Utility Construction	256.62
06/11/2021	GRANITE ROCK CO #29145	00494981	1306554	SAND	Sewer Utility	150.74
06/11/2021	GRANITE ROCK CO #29145	00494982	1306558	SAND	Water Utility	47.30
06/11/2021	GRANITE ROCK CO #29145	00494982	1306558	SAND	Water Utility	31.53
06/11/2021	GRANITE ROCK CO #29145	00494982	1306558	SAND	Electric Utility Construction	157.66
06/11/2021	GRANITE ROCK CO #29145	00494982	1306558	SAND	Water Utility Construction	63.08
06/11/2021	GRANITE ROCK CO #29145	00494982	1306558	SAND	Sewer Utility	15.77
06/11/2021	GRANITE ROCK CO #29145	00494983	1306652	SAND	Water Utility	118.19
06/11/2021	GRANITE ROCK CO #29145	00494983	1306652	SAND	Water Utility	78.80
06/11/2021	GRANITE ROCK CO #29145	00494983	1306652	SAND	Electric Utility Construction	393.99
06/11/2021	GRANITE ROCK CO #29145	00494983	1306652	SAND	Water Utility Construction	157.58
06/11/2021	GRANITE ROCK CO #29145	00494983	1306652	SAND	Sewer Utility	39.39
Total for Payment No.:						3,390.40

**Payment No: 651431**

<b>Payment Date</b>	<b>Vendor Name</b>	<b>Voucher No.</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Fund Code</b>	<b>Amount Paid</b>
06/11/2021	KAREN MURPHY LANSING	00494717	SCPD 39	Psych Services	General Fund	3,280.00
				Total for Payment No.:		3,280.00

**Payment No: 651285**

<b>Payment Date</b>	<b>Vendor Name</b>	<b>Voucher No.</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Fund Code</b>	<b>Amount Paid</b>
06/04/2021	FRANK SCHMIDT & ASSOCIATES	00494466	174	ADDITIONAL FUNDS PER AMENDMENT	Parks And Recreation	3,216.25
				Total for Payment No.:		3,216.25

**Payment No: 651374**

<b>Payment Date</b>	<b>Vendor Name</b>	<b>Voucher No.</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Fund Code</b>	<b>Amount Paid</b>
06/11/2021	BACKSTAGE LIBRARY WORKS, INC.	00494298	D0014	MARS AUTHORITY FY2021-2022	General Fund	3,200.00
				Total for Payment No.:		3,200.00

**Payment No: 651470**

<b>Payment Date</b>	<b>Vendor Name</b>	<b>Voucher No.</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Fund Code</b>	<b>Amount Paid</b>
06/11/2021	TAYLOR CORPORATION, INC	00494703	V04280019	SOFTWARE SUPPORT 21-22	General Fund	3,198.96
				Total for Payment No.:		3,198.96

**Payment No: 651432**

<b>Payment Date</b>	<b>Vendor Name</b>	<b>Voucher No.</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Fund Code</b>	<b>Amount Paid</b>
06/11/2021	KELLY PAPER	00494716	10589761	Paper	General Fund	3,136.75
				Total for Payment No.:		3,136.75

**Payment No: 651456**

<b>Payment Date</b>	<b>Vendor Name</b>	<b>Voucher No.</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Fund Code</b>	<b>Amount Paid</b>
06/11/2021	SAFE DRAIN	00495093	2510V	SHIPPING & HANDLING	Electric Utility	150.00

06/11/2021	SAFE DRAIN	00495093	2510V	PN# VC-6000 - CAST VALVE 6"	Electric Utility	2,926.65
				Total for Payment No.:		3,076.65

**Payment No: 019590**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/11/2021	APPLIED POWER TECHNOLOGIES INC	00494418	13711-01	MO. EPMS MAINT SRV MAY2021	Electric Utility	3,061.50
				Total for Payment No.:		3,061.50

**Payment No: 651429**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/11/2021	JUSTIN FUJIHARA	00495089	2021-1001	Contractor Payment for FY 20/2	General Fund	2,952.60
				Total for Payment No.:		2,952.60

**Payment No: 651314**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/04/2021	SANTA CLARA WEEKLY	00494242	1245380	Public Hearing Park & Rec Land	Parks And Recreation	2,948.00
				Total for Payment No.:		2,948.00

**Payment No: 019587**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/11/2021	ALMADEN PRESS INC	00494702	149554	PRINTING SVP MAILER MAY21 NTAX	Elec OperatingGrant Trust Fund	700.00
06/11/2021	ALMADEN PRESS INC	00494702	149554	PRINTING SVP MAILER MAY21 TAX	Electric Utility	65.55
06/11/2021	ALMADEN PRESS INC	00494702	149554	PRINTING SVP MAILER MAY21 NTAX	Electric Utility	2,159.71
				Total for Payment No.:		2,925.26

**Payment No: 019549**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
--------------	-------------	-------------	-------------	-------------	-----------	-------------

06/04/2021	ELECTRICAL CONSULTANTS INC	00494358	94195	TRANSMISSION ENGINEERING DESIG	Electric Utility Construction	2,907.00
Total for Payment No.:						2,907.00

**Payment No: 019593**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/11/2021	BOUNDTREE MEDICAL LLC	00494476	84068675	Gloves	General Fund	2,903.78
Total for Payment No.:						2,903.78

**Payment No: 019540**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/04/2021	ANIXTER INC.	00494221	4802589-00	LOADBREAK CONNECTER	Electric Utility	2,876.51
Total for Payment No.:						2,876.51

**Payment No: 019633**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/11/2021	MT TIRE SERVICE	00494379	16548	CUC 2021- LABOR FLEET SERVICES	Solid Waste Program	60.00
06/11/2021	MT TIRE SERVICE	00494380	16731	LABOR- FLEET SERVICES	Fleet Operation Fund	120.00
06/11/2021	MT TIRE SERVICE	00494381	16344	PARTS-STOCK	Fleet Operation Fund	2,561.50
06/11/2021	MT TIRE SERVICE	00494382	16284	LABOR-V#3182 WO#130672	Fleet Operation Fund	120.00
Total for Payment No.:						2,861.50

**Payment No: 651444**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/11/2021	OCLC INC	00494715	1000117698	CATALOG & METADATA	General Fund	2,788.04
Total for Payment No.:						2,788.04

**Payment No: 651417**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/11/2021	GUIDEHOUSE INC	00494649	0100061682	NERC CIP SUPPORT APR21	Electric Utility	2,646.50
				Total for Payment No.:		2,646.50

**Payment No: 651420**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/11/2021	HEALTHINVEST HRA	00494985	32307JUN2021	VEBA ADMINISTRATOR - \$2,500 MO	General Fund	2,500.00
				Total for Payment No.:		2,500.00

**Payment No: 019655**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/11/2021	STAPLES ADVANTAGE	00494806	8062449667-BLDGINSP	OFFICE SUPPLIES	General Fund	140.09
06/11/2021	STAPLES ADVANTAGE	00494807	8062449667-CITYATTY	OFFICE SUPPLIES	General Fund	280.80
06/11/2021	STAPLES ADVANTAGE	00494808	8062449667-CITYCLERK	OFFICE SUPPLIES	General Fund	7.76
06/11/2021	STAPLES ADVANTAGE	00494809	8062449667-CMO	OFFICE SUPPLIES	General Fund	-3.66
06/11/2021	STAPLES ADVANTAGE	00494810	8062449667-ELECGEN	OFFICE SUPPLIES	Electric Utility	252.99
06/11/2021	STAPLES ADVANTAGE	00494811	8062449667-ELECYARD	OFFICE SUPPLIES	Electric Utility	8.97
06/11/2021	STAPLES ADVANTAGE	00494811	8062449667-ELECYARD	OFFICE SUPPLIES	Electric Utility	413.54
06/11/2021	STAPLES ADVANTAGE	00494811	8062449667-ELECYARD	OFFICE SUPPLIES	Electric Utility	27.21
06/11/2021	STAPLES ADVANTAGE	00494811	8062449667-ELECYARD	OFFICE SUPPLIES	Electric Utility	22.40
06/11/2021	STAPLES ADVANTAGE	00494811	8062449667-ELECYARD	OFFICE SUPPLIES	Electric Utility	14.37
06/11/2021	STAPLES ADVANTAGE	00494812	8062449667-HCS	OFFICE SUPPLIES	General Fund	95.90
06/11/2021	STAPLES ADVANTAGE	00494813	8062449667-HR	OFFICE SUPPLIES	General Fund	75.10
06/11/2021	STAPLES ADVANTAGE	00494813	8062449667-HR		General Fund	6.39
06/11/2021	STAPLES ADVANTAGE	00494814	8062449667-IT	OFFICE SUPPLIES	Fleet Operation Fund	325.91
06/11/2021	STAPLES ADVANTAGE	00494815	8062449667-PARKCH	OFFICE SUPPLIES	General Fund	60.26
06/11/2021	STAPLES ADVANTAGE	00494816	8062449667-PARK CRC	OFFICE SUPPLIES	General Fund	59.83
06/11/2021	STAPLES ADVANTAGE	00494817	8062449667-PARK YAC	OFFICE SUPPLIES	General Fund	213.32
06/11/2021	STAPLES ADVANTAGE	00494818	8062449667-POLICESPECIAL	OFFICE SUPPLIES	General Fund	174.66

06/11/2021	STAPLES ADVANTAGE	00494819	8062449667-POLICESVC	OFFICE SUPPLIES	General Fund	51.46
06/11/2021	STAPLES ADVANTAGE	00494820	8062449667-WATER	OFFICE SUPPLIES	Water Utility	75.60
06/11/2021	STAPLES ADVANTAGE	00494820	8062449667-WATER	OFFICE SUPPLIES	Water Utility	69.68
06/11/2021	STAPLES ADVANTAGE	00494820	8062449667-WATER	OFFICE SUPPLIES	Sewer Utility	69.67
Total for Payment No.:						2,442.25

**Payment No: 019555**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/04/2021	JOENVILLE LLC	00494483	21-6555	Graphic Design Services	General Fund	2,425.00
Total for Payment No.:						2,425.00

**Payment No: 019612**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/11/2021	GRAINGER-SAN JOSE	00492231	9853986066	FALL PROTECTION	General Fund	155.34
06/11/2021	GRAINGER-SAN JOSE	00494332	9912541902	SUPPLIES	General Fund	39.90
06/11/2021	GRAINGER-SAN JOSE	00494334	9912541894	SUPPLIES	General Fund	56.11
06/11/2021	GRAINGER-SAN JOSE	00494377	9901126541	PARTS-V#3288	Fleet Operation Fund	59.39
06/11/2021	GRAINGER-SAN JOSE	00494988	9921283827	CEMENT, QT. SIZE W/APPLICATOR,	Electric Utility	361.01
06/11/2021	GRAINGER-SAN JOSE	00494993	9914563573	TAPE, VINYL, BLACK, 2" x 36 YD	Electric Utility	1,485.00
06/11/2021	GRAINGER-SAN JOSE	00494993	9914563573	CLEANER \& DEGREASER, LIGHT DU	Electric Utility	114.58
06/11/2021	GRAINGER-SAN JOSE	00494995	9907519228	BLADE, UTILITY KNIFE, 2 POINT	Electric Utility	99.73
Total for Payment No.:						2,371.06

**Payment No: 651401**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/11/2021	EDELMAN CORP	00494673	215638	Furnish and install two new IP	Information Technology Service	2,370.00
Total for Payment No.:						2,370.00

**Payment No: 651437**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/11/2021	METRO LIGHTING PRODUCTS INC	00494998	41223	Satco S9950 23PLL/LED/835/BP B	General Fund	2,354.40
				Total for Payment No.:		2,354.40

**Payment No: 019617**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/11/2021	HYLAND SOFTWARE INC	00495000	LE01-210279	PERFORM MNTN FEES SEP-DEC21	General Fund	2,338.96
				Total for Payment No.:		2,338.96

**Payment No: 019545**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/04/2021	CINTAS CORP #630	00493920	4083395053	CHEMICALS-CRC	General Fund	34.06
06/04/2021	CINTAS CORP #630	00493920	4083395053	DS1-CRC	Other City Dept Op Grant Fund	19.62
06/04/2021	CINTAS CORP #630	00493921	4083395071	CHEMICALS-TC	General Fund	45.41
06/04/2021	CINTAS CORP #630	00493921	4083395071	DS1-TC	Other City Dept Op Grant Fund	5.04
06/04/2021	CINTAS CORP #630	00493922	4083395755	UNIFORMS-PARKS	General Fund	355.06
06/04/2021	CINTAS CORP #630	00493922	4083395755	SANIS CLIP	General Fund	4.57
06/04/2021	CINTAS CORP #630	00493923	4083699463	UNIFORMS-LICKMILL	General Fund	70.90
06/04/2021	CINTAS CORP #630	00493924	4083705336	UNIFORMS-CEMETERY	Cemetery	52.21
06/04/2021	CINTAS CORP #630	00493924	4083705336	CHEMICALS-CEMETERY	Cemetery	54.33
06/04/2021	CINTAS CORP #630	00493924	4083705336	DS1-CEMETERY	Other City Dept Op Grant Fund	19.86
06/04/2021	CINTAS CORP #630	00493925	4084054819	CHEMICALS-YSP	General Fund	34.06
06/04/2021	CINTAS CORP #630	00493925	4084054819	DS1-YSP	Other City Dept Op Grant Fund	19.62
06/04/2021	CINTAS CORP #630	00493926	4084057372	CHEMICALS-YAC	General Fund	47.31
06/04/2021	CINTAS CORP #630	00493926	4084057372	DS1-YAC	Other City Dept Op Grant Fund	5.04
06/04/2021	CINTAS CORP #630	00493927	4084057523	UNIFORMS-PARKS	General Fund	361.26

06/04/2021	CINTAS CORP #630	00493927	4084057523	SANIS CLIP	General Fund	4.57
06/04/2021	CINTAS CORP #630	00493928	4084057618	CHEMICALS-CRC	General Fund	34.06
06/04/2021	CINTAS CORP #630	00493928	4084057618	DS1-CRC	Other City Dept Op Grant Fund	19.62
06/04/2021	CINTAS CORP #630	00493929	4084057667	CHEMICALS-ISC	General Fund	23.52
06/04/2021	CINTAS CORP #630	00493929	4084057667	DS1-ISC	Other City Dept Op Grant Fund	13.08
06/04/2021	CINTAS CORP #630	00493930	4084218144	CHEMICALS-R&G	General Fund	45.38
06/04/2021	CINTAS CORP #630	00493930	4084218144	DS1-R&G	Other City Dept Op Grant Fund	22.89
06/04/2021	CINTAS CORP #630	00493931	4084367111	UNIFORMS-LICKMILL	General Fund	70.90
06/04/2021	CINTAS CORP #630	00493932	4084373076	UNIFORMS-CEMETERY	Cemetery	31.40
06/04/2021	CINTAS CORP #630	00493932	4084373076	CHEMICALS-CEMETERY	Cemetery	54.17
06/04/2021	CINTAS CORP #630	00493932	4084373076	DS1-CEMETERY	Other City Dept Op Grant Fund	19.87
06/04/2021	CINTAS CORP #630	00493933	4084373129	CHEMICALS-SR CTR	General Fund	67.49
06/04/2021	CINTAS CORP #630	00493933	4084373129	DS1-SR CTR	Other City Dept Op Grant Fund	39.24
06/04/2021	CINTAS CORP #630	00493934	1902166650	POLO	General Fund	57.34
06/04/2021	CINTAS CORP #630	00494301	4082942402	2021 APR WATER UNIFORM SERVICE	Water Utility	301.92
06/04/2021	CINTAS CORP #630	00494301	4082942402	2021 APR WATER UNIFORM SERVICE	Sewer Utility	301.91
				Total for Payment No.:		2,235.71

**Payment No: 651423**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/11/2021	HYDRAULIC CONTROLS	00494467	02421516	PN# 604VZ1-70111 - PRESSURE SW	Electric Utility	2,228.46
				Total for Payment No.:		2,228.46

**Payment No: 019665**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/11/2021	WAXIE SANITARY SUPPLY	00494244	80031664	TOILET PAPER	General Fund	189.44

06/11/2021	WAXIE SANITARY SUPPLY	00494245	80034734	TOILET PAPER	General Fund	189.44
06/11/2021	WAXIE SANITARY SUPPLY	00494248	80029191	PAPER TOWELS	General Fund	740.85
06/11/2021	WAXIE SANITARY SUPPLY	00494248	80029191	NABC	General Fund	141.13
06/11/2021	WAXIE SANITARY SUPPLY	00494249	80029189	PAPER TOWELS	General Fund	740.85
06/11/2021	WAXIE SANITARY SUPPLY	00494249	80029189	NABC	General Fund	141.13
Total for Payment No.:						2,142.84

**Payment No: 651387**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/11/2021	CONSOLIDATED ENGINEERING	00494804	186389	SERRA SUB REBUILD SOIL SAMPLES	Electric Utility Construction	2,137.86
Total for Payment No.:						2,137.86

**Payment No: 019560**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/04/2021	MIDWEST TAPE LLC	00493817	500431927	1241 AD MCDS	General Fund	503.87
06/04/2021	MIDWEST TAPE LLC	00493817	500431927	1241 AD DVD'S	General Fund	275.51
06/04/2021	MIDWEST TAPE LLC	00493817	500431927	1231 Juv DVD'S	General Fund	138.87
06/04/2021	MIDWEST TAPE LLC	00493817	500431927	1233 AD DVD'S	General Fund	87.39
06/04/2021	MIDWEST TAPE LLC	00493817	500431927	1235 Juv DVD'S	General Fund	111.09
06/04/2021	MIDWEST TAPE LLC	00493937	500433591	1235 Juv DVD'S	General Fund	107.82
06/04/2021	MIDWEST TAPE LLC	00493937	500433591	1241 AD DVD	General Fund	19.60
06/04/2021	MIDWEST TAPE LLC	00493937	500433591	1231 Juv DVD'S	General Fund	107.81
06/04/2021	MIDWEST TAPE LLC	00493937	500433591	1233 AD DVD	General Fund	19.60
06/04/2021	MIDWEST TAPE LLC	00493937	500433591	1235 AD DVD	General Fund	19.60
06/04/2021	MIDWEST TAPE LLC	00494056	500466031	1241 AD MCDS	General Fund	394.64
06/04/2021	MIDWEST TAPE LLC	00494056	500466031	1241 AD DVD'S	General Fund	126.03
06/04/2021	MIDWEST TAPE LLC	00494056	500466031	1235 AD DVD'S	General Fund	145.37
06/04/2021	MIDWEST TAPE LLC	00494056	500466031	1235 Juv DVD'S	General Fund	79.13
Total for Payment No.:						2,136.33

**Payment No: 019619**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/11/2021	INGRAM LIBRARY SERVICES INC	00494427	53168924	1241 AD BK	General Fund	417.46
06/11/2021	INGRAM LIBRARY SERVICES INC	00494427	53168924	1231 JUV BK	General Fund	1,129.01
06/11/2021	INGRAM LIBRARY SERVICES INC	00494427	53168924	1232 YA BK	General Fund	11.67
06/11/2021	INGRAM LIBRARY SERVICES INC	00494427	53168924	1233 AD BK	General Fund	28.79
06/11/2021	INGRAM LIBRARY SERVICES INC	00494429	53168941	1235 AD/JUV/YA BK	General Fund	419.15
06/11/2021	INGRAM LIBRARY SERVICES INC	00494430	53168956	1236 JUV BK	General Fund	19.88
06/11/2021	INGRAM LIBRARY SERVICES INC	00494431	53168957	1233 JUV BK	General Fund	91.20
Total for Payment No.:						2,117.16

**Payment No: 651264**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/04/2021	AAA FIRE PROTECTION SERVICES	00494151	9245562	LABOR TRITON	Public Buildings	550.00
06/04/2021	AAA FIRE PROTECTION SERVICES	00494151	9245562	MATERIAL	Public Buildings	390.22
06/04/2021	AAA FIRE PROTECTION SERVICES	00494152	9243157	CITY HALL LABOR	General Fund	1,100.00
06/04/2021	AAA FIRE PROTECTION SERVICES	00494152	9243157	MATERIAL	General Fund	65.40
Total for Payment No.:						2,105.62

**Payment No: 651315**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/04/2021	SCHAAF & WHEELER CONSULTING	00494480	34051	CHANGE ORDER #1: ADDITIONAL FU	Sewer Utility Construction	2,090.00
Total for Payment No.:						2,090.00

**Payment No: 019618**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/11/2021	IMPERIAL SPRINKLER SUPPLY INC	00494408	4559131-00	SUPPLIES-PNB	General Fund	13.85
06/11/2021	IMPERIAL SPRINKLER SUPPLY INC	00494409	4561348-00	SUPPLIES-PNB	General Fund	43.17

06/11/2021	IMPERIAL SPRINKLER SUPPLY INC	00494410	4607784-00	SUPPLIES-PNB	General Fund	62.53
06/11/2021	IMPERIAL SPRINKLER SUPPLY INC	00494411	4625007-00	SUPPLIES-PNB	General Fund	11.99
06/11/2021	IMPERIAL SPRINKLER SUPPLY INC	00494413	4654748-00	SUPPLIES-PNB	General Fund	161.25
06/11/2021	IMPERIAL SPRINKLER SUPPLY INC	00494414	4656674-00	SUPPLIES-PNB	General Fund	197.92
06/11/2021	IMPERIAL SPRINKLER SUPPLY INC	00494415	4610152-00	SUPPLIES-PNB	General Fund	261.19
06/11/2021	IMPERIAL SPRINKLER SUPPLY INC	00494644	4676959-00	SUPPLIES-STREET	General Fund	1,271.40
Total for Payment No.:						2,023.30

**Payment No: 651349**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/11/2021	JAKE TREVOR TOMLIN	00495065	25179	TUITION REIMB	General Fund	2,000.00
Total for Payment No.:						2,000.00

**Payment No: 651363**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/11/2021	101 COLLISION CENTER	00494366	1342	LABOR-V#3138 WO#130591	Fleet Operation Fund	656.50
06/11/2021	101 COLLISION CENTER	00494366	1342	HAZ WASTE -NONTABL V#3138	Fleet Operation Fund	10.00
06/11/2021	101 COLLISION CENTER	00494366	1342	PARTS-V#3138 WO#130591	Fleet Operation Fund	1,227.56
Total for Payment No.:						1,894.06

**Payment No: 651386**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/11/2021	CODE FOR FUN	00495087	1675	Instructor payment FY 20/21	General Fund	1,848.00
Total for Payment No.:						1,848.00

**Payment No: 019625**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/11/2021	LEHR AUTO ELECTRIC	00494378	SI61061	FREIGHT CHARGE- INV#SI60674	Vehicle Replacement Fund	402.72

06/11/2021	LEHR AUTO ELECTRIC	00494507	SI61533	PARTS- STOCK	Fleet Operation Fund	226.92
06/11/2021	LEHR AUTO ELECTRIC	00494508	SI61644	PARTS- V#2950	Fleet Operation Fund	1,209.01
				Total for Payment No.:		1,838.65

**Payment No: 019659**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/11/2021	██████████	00495064	31678	Credit Administration Fee to P	General Fund	-183.13
06/11/2021	██████████	00495064	31678	Legal Services - Freedom Circl	Planning Div-Prefund PlanRview	1,831.25
06/11/2021	██████████	00495064	31678	City 10% Administration Fee	Planning Div-Prefund PlanRview	183.13
				Total for Payment No.:		1,831.25

**Payment No: 651273**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/04/2021	BESOSIE GANAL	00494297	61559-01 CPV APR-2021	PBI APR-2021 PYMT #44 VALLY HO	Elec OperatingGrant Trust Fund	1,814.00
				Total for Payment No.:		1,814.00

**Payment No: 651294**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/04/2021	M R DILLINGHAM	00494469	13776	Contingency & Reimbursables 1.	Parks And Recreation	1,765.50
				Total for Payment No.:		1,765.50

**Payment No: 019596**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/11/2021	CINTAS CORP #630	00492229	4082094073	UNIFORMS	General Fund	68.39
06/11/2021	CINTAS CORP #630	00492230	4082457127	UNIFORMS	General Fund	112.57
06/11/2021	CINTAS CORP #630	00494157	4084794340	UNIFORMS	General Fund	64.74
06/11/2021	CINTAS CORP #630	00494330	4085473526	UNIFORMS	General Fund	73.59

06/11/2021	CINTAS CORP #630	00494331	4085141362	UNIFORMS	General Fund	96.22
06/11/2021	CINTAS CORP #630	00494685	4081580818	LAUNDRY SERVICE FY20/21 SVP FR	Electric Utility	35.85
06/11/2021	CINTAS CORP #630	00494686	4084217777	LAUNDRY SERVICE FY20/21 SVP FR	Electric Utility	35.85
06/11/2021	CINTAS CORP #630	00494687	4083553454	LAUNDRY SERVICE FY20/21 SVP FR	Electric Utility	35.85
06/11/2021	CINTAS CORP #630	00494688	4082942352	LAUNDRY SERVICE FY20/21 SVP FR	Electric Utility	35.85
06/11/2021	CINTAS CORP #630	00494689	4082268026	LAUNDRY SERVICE FY20/21 SVP FR	Electric Utility	35.85
06/11/2021	CINTAS CORP #630	00494690	4084909123	LAUNDRY SERVICE FY20/21 SVP FR	Electric Utility	35.85
06/11/2021	CINTAS CORP #630	00495002	4085595607	LAUNDRY SERVICE FY20/21 SVP FR	Electric Utility	35.85
06/11/2021	CINTAS CORP #630	00495003	4085595622	LAUNDRY SERVICE FY20/21 SVP FR	Electric Utility	129.37
06/11/2021	CINTAS CORP #630	00495004	4085595719	LAUNDRY SERVICE FY20/21 SVP FR	Electric Utility	105.71
06/11/2021	CINTAS CORP #630	00495005	4085595752	LAUNDRY SERVICE FY20/21 SVP FR	Electric Utility	236.34
06/11/2021	CINTAS CORP #630	00495006	4086160374	LAUNDRY SERVICE FY20/21 SVP FR	Electric Utility	577.46
				Total for Payment No.:		1,715.34

**Payment No: 651298**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/04/2021	NEWGEN STRATEGIES	00494308	11261	RATES, COST OF SVC ANALYSIS	Electric Utility	1,706.25
				Total for Payment No.:		1,706.25

**Payment No: 651459**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/11/2021	SANTA CLARA VALLEY HEALTH & HOSPITAL SYS	00494486	H7740391100	H7740391100 SART 20-112115	General Fund	1,679.00
Total for Payment No.:						1,679.00

**Payment No: 651462**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/11/2021	SIMPLEVIEW LLC	00494989	CI_13562	MONTHLY CHARGES -APRIL	Deposit Funds.	583.34
06/11/2021	SIMPLEVIEW LLC	00494990	CI_13683	MONTHLY CHARGES - MAY	Deposit Funds.	541.67
06/11/2021	SIMPLEVIEW LLC	00494991	CI_13801	MONTHLY CHARGES - JUNE	Deposit Funds.	541.67
Total for Payment No.:						1,666.68

**Payment No: 019573**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/04/2021	THERMAL MECHANICAL INC	00494166	81532	CITY HALL	General Fund	556.00
06/04/2021	THERMAL MECHANICAL INC	00494168	81533	TRITON	Public Buildings	499.00
06/04/2021	THERMAL MECHANICAL INC	00494253	81803	PREVENTATIVE MAINT APRIL 2021	Information Technology Service	583.00
Total for Payment No.:						1,638.00

**Payment No: 651389**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/11/2021	CRANE CERTIFICATION &	00494502	1135	ANNUAL INSPCTN- V#2656	Fleet Operation Fund	450.00
06/11/2021	CRANE CERTIFICATION &	00494502	1135	ANNUAL INSPCTN- V#3015	Fleet Operation Fund	450.00
06/11/2021	CRANE CERTIFICATION &	00494502	1135	ANNUAL INSPCTN- V#2568	Fleet Operation Fund	450.00
06/11/2021	CRANE CERTIFICATION &	00494502	1135	ANNUAL INSPCTN- V#3058	Fleet Operation Fund	200.00
Total for Payment No.:						1,550.00

**Payment No: 019606**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/11/2021	ESSENSE PARTNERS	00494629	20262	MKT ADMN SUPP REBATE MAY21	Elec OperatingGrant Trust Fund	295.00
06/11/2021	ESSENSE PARTNERS	00494629	20262	MKT ADMN SUPP REBATE MAY21	Elec OperatingGrant Trust Fund	350.00
06/11/2021	ESSENSE PARTNERS	00494629	20262	MKT ADMN SUPP REBATE MAY21	Electric Utility	904.50
				Total for Payment No.:		1,549.50

**Payment No: 651433**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/11/2021	LC ACTION POLICE SUPPLY	00494491	426529	Vest - B Swenson	General Fund	848.05
06/11/2021	LC ACTION POLICE SUPPLY	00494520	84114	Ammo	General Fund	693.81
				Total for Payment No.:		1,541.86

**Payment No: 651460**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/11/2021	SANTA CLARA WEEKLY	00494339	1245381	SCCC PUBLIC HEARING	Convention Cnt Maintenance Dis	1,536.00
				Total for Payment No.:		1,536.00

**Payment No: 019543**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/04/2021	BOATMAN-JACKLIN INC.	00494300	62112-02 CPV APR-2021	PBI SOLAR PROD PYMT #50 APR-20	Elec OperatingGrant Trust Fund	1,463.36
				Total for Payment No.:		1,463.36

**Payment No: 019668**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/11/2021	WORKTERRA	00494496	0099352-IN	FLEX ADMIN FEE - FEBRUARY 2021	General Fund	710.00
06/11/2021	WORKTERRA	00494497	0099685-IN	FLEX ADMIN FEE - MARCH 2021	General Fund	710.00
				Total for Payment No.:		1,420.00

**Payment No: 651461**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/11/2021	SANTA CLARA WINDUSTRIAL CO	00494335	020630 01	CRC BOILER	General Fund	1,395.32
Total for Payment No.:						1,395.32

**Payment No: 019666**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/11/2021	WILLIAMS SCOTSMAN INC	00494423	9010663644	CONTAINER RENTAL SERRA JUN21	Electric Utility Construction	575.99
06/11/2021	WILLIAMS SCOTSMAN INC	00494424	9010663645	40X8 CONTAINER RENT JUN21	Electric Utility Construction	459.63
06/11/2021	WILLIAMS SCOTSMAN INC	00494527	9010674480	40X8 CONTAINER RENT JUN21	Street Lighting	301.65
06/11/2021	WILLIAMS SCOTSMAN INC	00494527	9010674480	PERSONAL PROPERTY EXP JUN21	Street Lighting	12.07
06/11/2021	WILLIAMS SCOTSMAN INC	00494527	9010674480	LOCK RENTAL JUN21	Street Lighting	24.53
Total for Payment No.:						1,373.87

**Payment No: 019610**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/11/2021	GARDENLAND POWER EQUIPMENT	00494403	857669	SUPPLIES-STREET	General Fund	436.99
06/11/2021	GARDENLAND POWER EQUIPMENT	00494404	853869	SUPPLIES-PNB	General Fund	43.69
06/11/2021	GARDENLAND POWER EQUIPMENT	00494406	853875	SUPPLIES-PNB	General Fund	27.04
06/11/2021	GARDENLAND POWER EQUIPMENT	00494643	857745	SUPPLIES-PNB	General Fund	862.64
Total for Payment No.:						1,370.36

**Payment No: 651327**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/04/2021	VERIZON WIRELESS	00494307	9879345818	M2M CHARGES APR21	Electric Utility Construction	1,351.62
Total for Payment No.:						1,351.62

**Payment No: 651446**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/11/2021	PACIFIC WATER ART INC	00494969	65903	FY 2020-21 FOUNTAIN MAINTENANC	Convention Cnt Maintenance Dis	1,280.00
Total for Payment No.:						1,280.00

**Payment No: 651313**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/04/2021	SANTA CLARA LIGHTING, INC.	00494161	21422	TASMAN BALLAST	General Fund	654.00
06/04/2021	SANTA CLARA LIGHTING, INC.	00494162	21485	CENTRAL LIB	General Fund	393.49
06/04/2021	SANTA CLARA LIGHTING, INC.	00494163	21425	SUPPLIES	General Fund	154.02
Total for Payment No.:						1,201.51

**Payment No: 019580**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/04/2021	WILLDAN FINANCIAL SERVICES	00494057	010-47825	ARBITRAGE REBATE SRVC- ELECTRIC	Electric Utility-Debt Services	1,200.00
Total for Payment No.:						1,200.00

**Payment No: 651306**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/04/2021	QUALITY TECHNOLOGY SERVICES HOLDING, LLC	00494347	063687	CONDUIT LEASE JUN21	Electric Utility	1,090.00
06/04/2021	QUALITY TECHNOLOGY SERVICES HOLDING, LLC	00494347	063687	RACK: 2POST JUN21	Electric Utility	100.00
Total for Payment No.:						1,190.00

**Payment No: 019653**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/11/2021	SOFTWAREONE	00494457	US-PSI-1056744	MARCH 2021 AZURE OVERAGES	Information Technology Service	1,184.49

Total for Payment No.: 1,184.49

**Payment No: 651371**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/11/2021	AT&T CALNET	00494646	000016555571	STO WAN CKTS 5/01/21-5/31/21	Electric Utility	1,169.78
Total for Payment No.:						1,169.78

**Payment No: 019536**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/04/2021	CARIE T ROSE	00494558	05/16/21-05/29/21	WAGE ATTACHMENT B2111	Payroll Liability&ClearingAcct	1,153.85
Total for Payment No.:						1,153.85

**Payment No: 651457**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/11/2021	SAFETY-KLEEN SYSTEMS INC	00494584	85840570	50G VAT PARTS WASHER 5/3/21	Electric Utility	980.99
06/11/2021	SAFETY-KLEEN SYSTEMS INC	00494584	85840570	RECOVERY FEE	Electric Utility	88.29
Total for Payment No.:						1,069.28

**Payment No: 019611**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/11/2021	GEI CONSULTANTS, INC.	00494652	3090412	PRJ MGMT BUCKS CREEK APR21	Electric Utility Construction	1,046.49
Total for Payment No.:						1,046.49

**Payment No: 651265**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/04/2021	ACE SEAL CO	00494220	113078	EPDM FLAT GASKET	Water Utility	1,041.27
Total for Payment No.:						1,041.27

**Payment No: 002386**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/08/2021	NAVIA BENEFIT SOLUTIONS, INC	00495406	10355072	DD:NAVIA ADMIN FEE MAY	Payroll Liability&ClearingAcct	525.45
06/08/2021	NAVIA BENEFIT SOLUTIONS, INC	00495406	10355072	DD:NAVIA ADMIN FEE MAY	Payroll Liability&ClearingAcct	3.70
06/08/2021	NAVIA BENEFIT SOLUTIONS, INC	00495406	10355072	DD:NAVIA ADMIN FEE MAY	General Fund	89.30
06/08/2021	NAVIA BENEFIT SOLUTIONS, INC	00495406	10355072	DD:NAVIA ADMIN FEE MAY	General Fund	412.37
Total for Payment No.:						1,030.82

**Payment No: 019597**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/11/2021	CINTAS FIRE PROTECTION #F44	00494672	0F44752384	FIRE EXTINGUISHER SERVICE CUST	General Fund	508.76
06/11/2021	CINTAS FIRE PROTECTION #F44	00494672	0F44752384	NON TAXABLE	General Fund	516.12
Total for Payment No.:						1,024.88

**Payment No: 019658**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/11/2021	TIMOTHY D BOWEN	00495090	DB20400	Contractor Payment for FY 20/2	General Fund	1,000.00
Total for Payment No.:						1,000.00

**Payment No: 019624**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/11/2021	LEE'S FORKLIFT SERVICE	00494828	20689	FORKLIFT SERVICES	Fleet Operation Fund	250.00
06/11/2021	LEE'S FORKLIFT SERVICE	00494829	20691	FORKLIFT SERVICES	Fleet Operation Fund	250.00
06/11/2021	LEE'S FORKLIFT SERVICE	00494830	20690	FORKLIFT SERVICES	Fleet Operation Fund	250.00
06/11/2021	LEE'S FORKLIFT SERVICE	00494832	20688	FORKLIFT SERVICES	Fleet Operation Fund	250.00
Total for Payment No.:						1,000.00

**Payment No: 651366**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/11/2021	AMELITA REYES	00494697	R220-EVC-098	EV CHRGR REBATE; ACCT 67148-03	Elec OperatingGrant Trust Fund	1,000.00
				Total for Payment No.:		1,000.00

**Payment No: 651395**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/11/2021	DANIELLE ROMAIN	00494696	R220-EVC-099	EV REBATE CHRGER ACCT 82835-02	Elec OperatingGrant Trust Fund	1,000.00
				Total for Payment No.:		1,000.00

**Payment No: 651436**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/11/2021	M HASLETON	00494700	R220-EVC-094	EV CHRGR RABATE; 56620-03	Elec OperatingGrant Trust Fund	1,000.00
				Total for Payment No.:		1,000.00

**Payment No: 651418**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/11/2021	GULU GURBUXANI	00494699	R220-EVC-101	EV CHRGR REBATE; ACT 68553-02	Elec OperatingGrant Trust Fund	1,000.00
				Total for Payment No.:		1,000.00

**Payment No: 651388**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/11/2021	CORY BENNETT	00494698	R220-EVC-097	EV CHRGR REBATE; ACCT 40953-03	Elec OperatingGrant Trust Fund	1,000.00
				Total for Payment No.:		1,000.00

**Payment No: 651319**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/04/2021	SUMEET TALWAR	00494061	R220-EVC-090	EV CHRGR REBATE; 69575-03	Elec OperatingGrant Trust Fund	1,000.00
				Total for Payment No.:		1,000.00

**Payment No: W21352**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/04/2021	ICMA Retirement Corporation	00494544	05/16/21-05/29/21A	WT: B2111 457 PLN CONTRIBUTION	Fringe Benefits	1,000.00
				Total for Payment No.:		1,000.00

**Payment No: 019584**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/11/2021	AIR FILTER SUPPLY INC	00494317	I474262	SUPPLIES	General Fund	190.89
06/11/2021	AIR FILTER SUPPLY INC	00494318	I474647	SUPPLIES	General Fund	44.44
06/11/2021	AIR FILTER SUPPLY INC	00494319	I462182	SUPPLIES	General Fund	131.22
06/11/2021	AIR FILTER SUPPLY INC	00494321	I462675	SUPPLIES	General Fund	31.93
06/11/2021	AIR FILTER SUPPLY INC	00494322	I463319	SUPPLIES	General Fund	259.92
06/11/2021	AIR FILTER SUPPLY INC	00494323	I465180	SUPPLIES	General Fund	286.33
				Total for Payment No.:		944.73

**Payment No: 651477**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/11/2021	UNIVAR SOLUTIONS USA INC	00495094	49191642	BULK CHEMICALS	Electric Utility	938.94
				Total for Payment No.:		938.94

**Payment No: 651409**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/11/2021	FIRST ALARM SECURITY & PATROL,	00494838	11203601	2-HOUR NIGHTLY SITE PATROL FEB	General Fund	910.00
				Total for Payment No.:		910.00

**Payment No: 651359**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/11/2021	NODIRA KLYCHEVA	00494675	PRCK#81497	REPLACE PRCK#81497	Payroll Liability&ClearingAcct	594.42
06/11/2021	NODIRA KLYCHEVA	00494676	PRCK#81856	REPLACE PRCK#81856	Payroll Liability&ClearingAcct	307.02
Total for Payment No.:						901.44

**Payment No: 651392**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/11/2021	D & M POLYGRAPH	00494477	24084MAY2021	Polygraph	General Fund	900.00
Total for Payment No.:						900.00

**Payment No: 019552**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/04/2021	GRAINGER-SAN JOSE	00494159	9897678190	CH LIGHT	General Fund	125.10
06/04/2021	GRAINGER-SAN JOSE	00494160	9890264105	CRC PARKS	General Fund	21.89
06/04/2021	GRAINGER-SAN JOSE	00494225	9669334956	INCADESCENT BULB	Electric Utility	-23.11
06/04/2021	GRAINGER-SAN JOSE	00494226	9898914511	WATER HOSE	Sewer Utility	100.36
06/04/2021	GRAINGER-SAN JOSE	00494227	9905530516	ASSORTED TOOLS	Sewer Utility	588.01
06/04/2021	GRAINGER-SAN JOSE	00494228	9905530524	FLAT-FREE WHEEL	Sewer Utility	74.37
Total for Payment No.:						886.62

**Payment No: 651270**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/04/2021	AT&T CALNET	00494343	000016513251	BN9391023721 4/25/21-5/24/21	Electric Utility	880.13
Total for Payment No.:						880.13

**Payment No: 651281**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
--------------	-------------	-------------	-------------	-------------	-----------	-------------

06/04/2021	EDELMAN CORP	00494196	215649	Access Cards	General Fund	878.60
				Total for Payment No.:		878.60

**Payment No: 019639**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/11/2021	PAN ASIAN PUBLICATIONS (USA) INC	00494412	U-16801	1241 AD BK	General Fund	878.14
				Total for Payment No.:		878.14

**Payment No: 019663**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/11/2021	UNITY COURIER SERVICES, INC	00494595	469581	LINK+ DELIVERY	General Fund	878.00
				Total for Payment No.:		878.00

**Payment No: W21351**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/04/2021	ICMA Retirement Corporation	00494543	05/16/21-05/29/21	WT: B2111 401 (A) PLAN CONTRIB	Fringe Benefits	862.48
				Total for Payment No.:		862.48

**Payment No: 651402**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/11/2021	EDWARD JOHNSON	00494996	20606JUN2021	ADMINISTRATIVE HEARING SERVICE	General Fund	860.00
				Total for Payment No.:		860.00

**Payment No: 651454**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/11/2021	R.S. HUGHES COMPANY, INC.	00494246	79110634-00	MULTIRAE CALIBRATION SERVICE	General Fund	81.80
06/11/2021	R.S. HUGHES COMPANY, INC.	00494246	79110634-00	MULTIRAE CALIB LABOR NONTAX	General Fund	52.50
06/11/2021	R.S. HUGHES COMPANY, INC.	00494246	79110634-00	MULTIRAE O2 SENSOR	General Fund	243.25

06/11/2021	R.S. HUGHES COMPANY, INC.	00494246	79110634-00	MULTIRAE COMBUST SENSOR	General Fund	243.25
06/11/2021	R.S. HUGHES COMPANY, INC.	00494247	79117024-00	ISOBUTYLENE	General Fund	130.70
06/11/2021	R.S. HUGHES COMPANY, INC.	00494247	79117024-00	MULTIRAE CHARGER & ADAPTER	General Fund	103.95
				Total for Payment No.:		855.45

**Payment No: 651407**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/11/2021	FAST UNDERCAR SANTA CLARA	00494373	264557	PARTS-V#3238	Fleet Operation Fund	126.45
06/11/2021	FAST UNDERCAR SANTA CLARA	00494374	265579	PARTS-STOCK	Fleet Operation Fund	144.68
06/11/2021	FAST UNDERCAR SANTA CLARA	00494504	265324	PARTS- V#3022	Fleet Operation Fund	569.96
				Total for Payment No.:		841.09

**Payment No: 019599**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/11/2021	COMCAST	00494706	5/23/21AC8155400650182 213	CH 1500 WARBURTON AVE	Information Technology Service	158.04
06/11/2021	COMCAST	00494706	5/23/21AC8155400650182 213	IT 1405 CIVIC CNTR DR	Information Technology Service	55.81
06/11/2021	COMCAST	00494706	5/23/21AC8155400650182 213	PD 1990 WALSH AVE	General Fund	141.45
06/11/2021	COMCAST	00494706	5/23/21AC8155400650182 213	FIRE 1177 ALVISO ST	General Fund	32.37
06/11/2021	COMCAST	00494706	5/23/21AC8155400650182 213	FIRE 1177 ALVISO ST	General Fund	40.93
06/11/2021	COMCAST	00494706	5/23/21AC8155400650182 213	PD 601 EL CAMINO REAL	General Fund	229.71
06/11/2021	COMCAST	00494706	5/23/21AC8155400650182 213	PD 3992 RIVERMARK PLZ	General Fund	29.82
06/11/2021	COMCAST	00494706	5/23/21AC8155400650182 213	SR CNTR 1303 FREMONT ST	General Fund	147.75
				Total for Payment No.:		835.88

**Payment No: 019614**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/11/2021	GURUS EDUCATIONAL SERVICES INC	00494823	2021S4016	Contractor Payment for classes	General Fund	822.54
				Total for Payment No.:		822.54

**Payment No: 651369**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/11/2021	ARAMARK UNIFORM SERVICES	00494691	511000065105	CLEANING SVC / SHOP TOWELS	Electric Utility	408.56
06/11/2021	ARAMARK UNIFORM SERVICES	00495009	511000069128	CLEANING SVC / SHOP TOWELS	Electric Utility	408.56
				Total for Payment No.:		817.12

**Payment No: 651259**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/04/2021	CA FRANCHISE TAX BOARD	00494550	05/16/21-05/29/21JC	WAGE ATTACHMENT B2111	Payroll Liability&ClearingAcct	806.79
				Total for Payment No.:		806.79

**Payment No: 651272**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/04/2021	BAY AREA PL SERVICES	00494439	6959	LAB FEES FOR APRIL 2021	General Fund	785.00
				Total for Payment No.:		785.00

**Payment No: 651331**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/04/2021	ZORO TOOLS INC.	00494294	INV9584153	BATHROOM FAUCET	General Fund	739.87
				Total for Payment No.:		739.87

**Payment No: 019667**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/11/2021	WORKTERRA	00494495	0099126-IN	FLEX ADMIN FEE - JAN. 2021	General Fund	710.00

Total for Payment No.: 710.00

**Payment No: 651284**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/04/2021	FIRST ALARM SECURITY & PATROL,	00494154	11330539	TASMAN JUNE	General Fund	690.00
Total for Payment No.:						690.00

**Payment No: 651316**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/04/2021	SHRED-IT USA LLC	00494111	8181987482	CITY ATTORNEY'S OFFICE	General Fund	76.52
06/04/2021	SHRED-IT USA LLC	00494111	8181987482	CCO - RECORDS CENTER	General Fund	76.52
06/04/2021	SHRED-IT USA LLC	00494111	8181987482	FINANCE - ACCOUNTING & PAYROLL	General Fund	153.06
06/04/2021	SHRED-IT USA LLC	00494111	8181987482	FINANCE - MUNICIPAL SERVICES	General Fund	76.53
06/04/2021	SHRED-IT USA LLC	00494111	8181987482	HOUSING	General Fund	76.52
06/04/2021	SHRED-IT USA LLC	00494111	8181987482	HUMAN RESOURCES	General Fund	76.52
06/04/2021	SHRED-IT USA LLC	00494111	8181987482	INFORMATION TECHNOLOGY	Information Technology Service	153.04
Total for Payment No.:						688.71

**Payment No: 019578**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/04/2021	VALBRIDGE PROPERTY ADVISORS	00494359	30732	PROP APPRAISAL/ VP MAI APPRAIS	Electric Utility Construction	684.00
Total for Payment No.:						684.00

**Payment No: 651406**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/11/2021	EZ CUT PRODUCTS	00494402	0178141-IN	SUPPLIES-STREET	General Fund	671.44
Total for Payment No.:						671.44

**Payment No: 651468**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/11/2021	SUNNYVALE FORD	00494389	187652	PARTS-STOCK	Fleet Operation Fund	123.39
06/11/2021	SUNNYVALE FORD	00494390	187654	PARTS-V#3101	Fleet Operation Fund	26.57
06/11/2021	SUNNYVALE FORD	00494391	187708	PARTS-V#3077	Fleet Operation Fund	83.93
06/11/2021	SUNNYVALE FORD	00494392	187758	PARTS-STOCK	Fleet Operation Fund	351.78
06/11/2021	SUNNYVALE FORD	00494514	187380	PARTS-V#3528	Fleet Operation Fund	78.22
Total for Payment No.:						663.89

**Payment No: 651367**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/11/2021	AMY MOORE, PSY.D.	00494252	35988APR2021	COUNSELING SCFD01 SESS 8-11	General Fund	660.00
Total for Payment No.:						660.00

**Payment No: 651485**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/11/2021	VERIZON WIRELESS	00494526	9880463181	FIRE PREVENTION WIRELESS	General Fund	638.82
Total for Payment No.:						638.82

**Payment No: 651267**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/04/2021	ALTEC INDUSTRIES INC	00494064	11645746	PARTS-V#3506	Fleet Operation Fund	321.09
06/04/2021	ALTEC INDUSTRIES INC	00494067	11647637	PARTS-V#D1321 WO#130098	Fleet Operation Fund	261.13
Total for Payment No.:						582.22

**Payment No: 019553**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/04/2021	IMPERIAL SPRINKLER SUPPLY INC	00494286	4597470-00	SPRINKLER MAINTENANCE	General Fund	187.23
06/04/2021	IMPERIAL SPRINKLER SUPPLY INC	00494287	4597258-00	SPRINKLER MAINTENANCE	General Fund	57.60

06/04/2021	IMPERIAL SPRINKLER SUPPLY INC	00494288	4580736-00	SPRINKLER MAINTENANCE	General Fund	19.75
06/04/2021	IMPERIAL SPRINKLER SUPPLY INC	00494289	4610770-00	SPRINKLER MAINTENANCE	General Fund	283.85
06/04/2021	IMPERIAL SPRINKLER SUPPLY INC	00494292	4664092-00	SPRINKLER MAINTENANCE	General Fund	17.43
06/04/2021	IMPERIAL SPRINKLER SUPPLY INC	00494293	4660365-00	SPRINKLER MAINTENANCE	General Fund	7.11
06/04/2021	IMPERIAL SPRINKLER SUPPLY INC	00494349	4671703-00	SPRINKLER MAINTENANCE	General Fund	8.91
Total for Payment No.:						581.88

**Payment No: 019544**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/04/2021	CA DEPT OF JUSTICE	00494144	507394	PD Hiring	General Fund	200.00
06/04/2021	CA DEPT OF JUSTICE	00494144	507394	PD PAL Plus	General Fund	219.00
06/04/2021	CA DEPT OF JUSTICE	00494144	507394	CIP 6118	General Government - Other	160.00
Total for Payment No.:						579.00

**Payment No: 651458**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/11/2021	SANTA CLARA LIGHTING, INC.	00492235	21292	CENTRAL LIB LIGHTS	General Fund	207.97
06/11/2021	SANTA CLARA LIGHTING, INC.	00492236	21306	CH LIGHTS	General Fund	13.63
06/11/2021	SANTA CLARA LIGHTING, INC.	00492237	20887	FS 2 LIGHTS	General Fund	340.63
Total for Payment No.:						562.23

**Payment No: 651471**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/11/2021	THREE RIVERS COUNSELING	00494250	1002	COUNSELING #526 - SESS 2-5	General Fund	560.00
Total for Payment No.:						560.00

**Payment No: 651434**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
--------------	-------------	-------------	-------------	-------------	-----------	-------------

06/11/2021	LEXISNEXIS PO BOX 894166	00494580	3093277871	ONLINE SERVICE CHARGES MAY21	Electric Utility	560.00
Total for Payment No.:						560.00

**Payment No: 651452**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/11/2021	QIAO YAN	00494701	R220-EVC-095	EV CHRGR REBATE; ACCT 82821-02	Elec OperatingGrant Trust Fund	550.00
Total for Payment No.:						550.00

**Payment No: 651475**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/11/2021	UNIQUE TOWING	00495074	00175329	TOWED TO AUTO YARD	General Fund	215.00
06/11/2021	UNIQUE TOWING	00495075	176206	TOWED TO PD -EVIDENCE	General Fund	215.00
06/11/2021	UNIQUE TOWING	00495076	176249	LOCKOUT TOYOTA HIGHLANDER	General Fund	107.50
Total for Payment No.:						537.50

**Payment No: 019646**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/11/2021	PITNEY BOWES	00494364	1018205280	SUPPLIES	General Fund	510.47
06/11/2021	PITNEY BOWES	00494364	1018205280	SHIPPING AND HANDLING	General Fund	26.99
Total for Payment No.:						537.46

**Payment No: 651466**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/11/2021	STERICYCLE INC	00494494	3005562347	Streets	Solid Waste Program	67.71
06/11/2021	STERICYCLE INC	00494494	3005562347	PD	General Fund	451.58
Total for Payment No.:						519.29

**Payment No: 651453**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/11/2021	R&B COMPANY	00494784	O260919	MJ TEE 12INx4IN	Water Utility Construction	501.33
				Total for Payment No.:		501.33

**Payment No: 651329**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/04/2021	WESTERN SIGN COMPANY	00494362	36615MAY2021	Building Permit BLD2021-61099	General Fund	334.82
06/04/2021	WESTERN SIGN COMPANY	00494362	36615MAY2021	Electric Permit	General Fund	164.00
				Total for Payment No.:		498.82

**Payment No: 019629**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/11/2021	MCCAMPBELL ANALYTICAL INC	00494693	2105575	Laboratory Services with McCam	Water Utility	493.00
				Total for Payment No.:		493.00

**Payment No: 651291**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/04/2021	LAWSON PRODUCTS, INC	00494069	9308439501	PARTS-SHOP USE	Fleet Operation Fund	470.38
				Total for Payment No.:		470.38

**Payment No: 019598**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/11/2021	COAST COUNTIES TRUCK	00494370	01129610P	PARTS-V#3435	Fleet Operation Fund	123.75
06/11/2021	COAST COUNTIES TRUCK	00494371	01129884P	PARTS-STOCK	Fleet Operation Fund	246.95
06/11/2021	COAST COUNTIES TRUCK	00494372	01130015P	PARTS-V#3413	Fleet Operation Fund	96.28
				Total for Payment No.:		466.98

**Payment No: 651289**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/04/2021	INTER DISPOSAL CORP OF CA	00494175	5127-000036724	TIMBER/TREATED/OLD POLES	Electric Utility Construction	459.78
				Total for Payment No.:		459.78

**Payment No: 651455**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/11/2021	ROYAL BRASS INC	00494744	946740-002	FF-371-8FP-BODY ASSEMBLY	General Fund	161.27
06/11/2021	ROYAL BRASS INC	00494745	947031-001	BST-3 NON VALVED COUP	General Fund	283.38
				Total for Payment No.:		444.65

**Payment No: 651413**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/11/2021	GENERAL PACIFIC INC	00494792	1398747	LETTER PLATE, ALUMINUM, F 3-3/	Electric Utility	441.45
				Total for Payment No.:		441.45

**Payment No: 019643**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/11/2021	PG&E	00494581	3847680626-0 MAY2021	ELEC SVC GRZ INTAKE TWR MAY21	Electric Utility	424.18
				Total for Payment No.:		424.18

**Payment No: 651255**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/04/2021	METLIFE INDIVIDUAL LONG TERM	00494561	19647956 JUN2021	BIWEEKLY PR METLIFE LONG TERM	Payroll Liability&ClearingAcct	421.83
				Total for Payment No.:		421.83

**Payment No: 651424**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
--------------	-------------	-------------	-------------	-------------	-----------	-------------

06/11/2021	HZR HOME DESIGNERS	00494273	2101-1	ARCHITECTURAL PLANS - ORTEGA	H.U.D Capital Projects	400.00
06/11/2021	HZR HOME DESIGNERS	00494273	2101-1	ORTEGA - 10574	H.U.D Capital Projects	400.00
06/11/2021	HZR HOME DESIGNERS	00494273	2101-1	ORTEGA - 10574	H.U.D Capital Projects	-400.00
				Total for Payment No.:		400.00

**Payment No: 651263**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/04/2021	A TOOL SHED	00494275	1499150-4	SKID STEER TRACTOR	General Fund	369.60
06/04/2021	A TOOL SHED	00494275	1499150-4	TAXABLE	General Fund	36.96
				Total for Payment No.:		406.56

**Payment No: 019541**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/04/2021	BAKER & TAYLOR BOOKS	00494177	2035984843	1235 AD BK	General Fund	71.68
06/04/2021	BAKER & TAYLOR BOOKS	00494178	CI241276	1241 AD BK	General Fund	320.74
				Total for Payment No.:		392.42

**Payment No: 651428**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/11/2021	JAM SERVICES INC	00494786	145228	ADAPTER, ALUMINUM, POST TOP MO	Electric Utility	392.40
				Total for Payment No.:		392.40

**Payment No: 651344**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/11/2021	DOMINIC GAMBOA	00494679	PRCK#81637	REPLACE PRCK#81637	Payroll Liability&ClearingAcct	242.25
06/11/2021	DOMINIC GAMBOA	00494680	PRCK#81981	REPLACE PRCK#81981	Payroll Liability&ClearingAcct	144.05
				Total for Payment No.:		386.30

**Payment No: 651288**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/04/2021	INSTANT STORAGE SERVICE	00494164	150489	Storage Container Aug 2020	General Fund	92.65
06/04/2021	INSTANT STORAGE SERVICE	00494167	150610	Storage Container Sept 2020	General Fund	92.65
06/04/2021	INSTANT STORAGE SERVICE	00494170	150723	Storage Container Oct 2020	General Fund	92.65
06/04/2021	INSTANT STORAGE SERVICE	00494173	150834	Storage Container Nov 2020	General Fund	92.65
Total for Payment No.:						370.60

**Payment No: 651427**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/11/2021	INSTANT STORAGE SERVICE	00494718	150943	Storage Container Rental	General Fund	92.65
06/11/2021	INSTANT STORAGE SERVICE	00494719	151074	Storage Rental	General Fund	92.65
06/11/2021	INSTANT STORAGE SERVICE	00494720	151184	Storage Rental	General Fund	92.65
06/11/2021	INSTANT STORAGE SERVICE	00494721	151289	Storage Rental	General Fund	92.65
Total for Payment No.:						370.60

**Payment No: 651354**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/11/2021	KHOI TRAN	00494348	29126MAY2021	2021 BOOT RMBRSMNT UNIT 7	General Fund	237.00
06/11/2021	KHOI TRAN	00494351	29126MAY2021A	2021 RAINGEAR RMBRSMNT UNIT 7	General Fund	109.24
Total for Payment No.:						346.24

**Payment No: 019551**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/04/2021	GRAINGER	00494284	9900494130	BATTERIES,GLOVES, TISSUES	General Fund	341.65
Total for Payment No.:						341.65

**Payment No: 651422**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/11/2021	HOYA OPTICAL LABS OF AMERICA, INC.	00494492	02648593	SAFETY GLASSES - A. FERRARIS	General Fund	137.11
06/11/2021	HOYA OPTICAL LABS OF AMERICA, INC.	00494492	02648593	DISPENSING FEE	General Fund	28.00
06/11/2021	HOYA OPTICAL LABS OF AMERICA, INC.	00494493	02648594	SAFETY TINT - A. FERRARIS	General Fund	143.67
06/11/2021	HOYA OPTICAL LABS OF AMERICA, INC.	00494493	02648594	DISPENSING FEE	General Fund	28.00
Total for Payment No.:						336.78

**Payment No: 651310**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/04/2021	ROYAL BRASS INC	00494079	955092-001	PARTS-V#D2211	Fleet Operation Fund	323.74
Total for Payment No.:						323.74

**Payment No: 019644**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/11/2021	PG&E	00494582	3889347290-2 MAY2021	ELE SV GRIZ MICROWAV MAY21	Electric Utility	322.22
Total for Payment No.:						322.22

**Payment No: 651252**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/04/2021	DEBBIE SHORT	00494437	36608MAY2021	REIMB CHANGE IN ARRANGEMENTS	Cemetery	319.00
Total for Payment No.:						319.00

**Payment No: 651483**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/11/2021	VERIZON WIRELESS	00494524	9879093455	WATER SEWER WIRELESS	Water Utility	126.33
06/11/2021	VERIZON WIRELESS	00494524	9879093455	WATER SEWER WIRELESS	Water Recycling Program	63.17

06/11/2021	VERIZON WIRELESS	00494524	9879093455	WATER SEWER WIRELESS	Sewer Utility	126.33
				Total for Payment No.:		315.83

**Payment No: 651480**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/11/2021	VERIZON WIRELESS	00494521	9880472355	METER READERS WIRELESS	General Fund	306.97
				Total for Payment No.:		306.97

**Payment No: 651295**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/04/2021	METRO MOBILE COMMUNICATIONS	00494195	45427	Motors Wireless Mic Refurb	General Fund	304.11
				Total for Payment No.:		304.11

**Payment No: 019576**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/04/2021	UNITED REFRIGERATION INC	00494169	78581687-00	PARKS SWAMP COOLER	General Fund	132.78
06/04/2021	UNITED REFRIGERATION INC	00494171	78559253-00	SUPPLIES	General Fund	99.48
06/04/2021	UNITED REFRIGERATION INC	00494172	78452089-00	SUPPLIES	General Fund	58.34
				Total for Payment No.:		290.60

**Payment No: 651254**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/04/2021	JUSTIN WEBB	00494329	28584MAY2021	FY20-21 BOOT/CLOTHING REIMB	Electric Utility	278.56
				Total for Payment No.:		278.56

**Payment No: 651467**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/11/2021	STEVENS CREEK TOYOTA	00494513	387906	PARTS-V#2868	Fleet Operation Fund	276.03

Total for Payment No.: 276.03

**Payment No: 019622**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/11/2021	JP GRAPHICS INC	00494416	90361	SUPPLIES-JP GRAPHICS	General Fund	272.50
Total for Payment No.:						272.50

**Payment No: 651297**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/04/2021	NAPA AUTO PARTS	00494072	5983-661729	PARTS-V#3077	Fleet Operation Fund	25.33
06/04/2021	NAPA AUTO PARTS	00494073	5983-662273	PARTS-STOCK	Fleet Operation Fund	176.17
06/04/2021	NAPA AUTO PARTS	00494074	5983-662277	PARTS-V#3144	Fleet Operation Fund	16.13
06/04/2021	NAPA AUTO PARTS	00494075	5983-662278	PARTS-STOCK	Fleet Operation Fund	19.97
06/04/2021	NAPA AUTO PARTS	00494076	5983-662402	PARTS-STOCK	Fleet Operation Fund	34.86
Total for Payment No.:						272.46

**Payment No: 651464**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/11/2021	STATE CONTROLLERS OFFICE	00494398	FTB-00002854	TAX INTERCEPT ADMIN FEE - 2020	Electric Utility	270.49
Total for Payment No.:						270.49

**Payment No: 651318**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/04/2021	STATCOMM INC	00494309	W14362	GATE REPAIR RAYMOND SUB4/22/21	Electric Utility	270.00
Total for Payment No.:						270.00

**Payment No: 651463**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
--------------	-------------	-------------	-------------	-------------	-----------	-------------

06/11/2021	SMART CITY NETWORKS, L.P.	00494992	070-001-04-2021	IT MONTHLY SVC FEE APRIL21	Deposit Funds.	264.00
					Total for Payment No.:	264.00

**Payment No: 651365**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/11/2021	ALLIED AUTO STORES	00494501	610335B	PARTS-STOCK	Fleet Operation Fund	263.97
					Total for Payment No.:	263.97

**Payment No: 651377**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/11/2021	BOBCAT OF FREMONT	00494368	P40402	PARTS-V#3286	Fleet Operation Fund	263.20
					Total for Payment No.:	263.20

**Payment No: 651283**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/04/2021	ELIZABETH JIMENEZ	00494197	36621MAY2021	Sculpture Exhibition Winner	General Fund	250.00
					Total for Payment No.:	250.00

**Payment No: 651260**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/04/2021	CA FRANCHISE TAX BOARD	00494553	05/16/21-05/29/21NG	WAGE ATTACHMENT B2111	Payroll Liability&ClearingAcct	250.00
					Total for Payment No.:	250.00

**Payment No: 019546**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/04/2021	CINTAS CORP #630	00494155	4084445842	UNIFORMS	General Fund	96.22
06/04/2021	CINTAS CORP #630	00494156	4084066748	UNIFORMS	General Fund	152.43
					Total for Payment No.:	248.65

**Payment No: 651347**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/11/2021	HUNG LUU	00494344	1660MAY2021	2021 BOOT RMBRSMNT UNIT 7	General Fund	237.00
				Total for Payment No.:		237.00

**Payment No: 651350**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/11/2021	JEFF SHULTZ	00494600	25992MAY2021	SafetyBootReimbursementFY20-21	General Fund	237.00
				Total for Payment No.:		237.00

**Payment No: 651361**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/11/2021	ROBERT FERNANDEZ	00494965	8618MAY2021	SAFETY BOOTS REIMBURSEMENT	Electric Utility	234.83
				Total for Payment No.:		234.83

**Payment No: 651336**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/11/2021	ANDREW PAUL	00495079	30991JUN2021	MILEAGE REIMB JUN20-JUN21	General Fund	223.97
				Total for Payment No.:		223.97

**Payment No: 651355**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/11/2021	KONSTANTIN KHEYFETS	00494589	26325MAY2021	SafetyBootReimbursementFY20-21	General Fund	52.43
06/11/2021	KONSTANTIN KHEYFETS	00494590	26325MAY2021A	SafetyBootReimbursementFY20-21	General Fund	170.33
				Total for Payment No.:		222.76

**Payment No: 019626**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
--------------	-------------	-------------	-------------	-------------	-----------	-------------

06/11/2021	LIEM CONG HUYNH	00494962	24863MAY2021	SAFETY BOOTS REIMBURSEMENT	Electric Utility	218.45
Total for Payment No.:						218.45

**Payment No: 651333**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/11/2021	ALBERT A JOHNSON	00494535	33287JUN2021	Safety Boot Reimbursement	General Fund	217.49
Total for Payment No.:						217.49

**Payment No: 651304**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/04/2021	POCO SOLAR ENERGY INC	00494281	118138	2021 SOLAR 40 TIE DOWN ATACHMT	Water Utility	216.80
Total for Payment No.:						216.80

**Payment No: 651334**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/11/2021	ALEC GRUBB	00494677	PRCK#82503	REPLACE PRCK#82503	Payroll Liability&ClearingAcct	205.90
Total for Payment No.:						205.90

**Payment No: 019539**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/04/2021	ALL GUARD ALARM SYSTEMS INC	00494153	S106734	TRITON	Public Buildings	38.15
06/04/2021	ALL GUARD ALARM SYSTEMS INC	00494153	S106734	LABOR	Public Buildings	162.50
Total for Payment No.:						200.65

**Payment No: 651351**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/11/2021	JOHN RUCH	00494500	35339JUN2021	CASp Renewal	Building Fee Admin Retainage	200.00

Total for Payment No.: 200.00

**Payment No: 651482**

<b>Payment Date</b>	<b>Vendor Name</b>	<b>Voucher No.</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Fund Code</b>	<b>Amount Paid</b>
06/11/2021	VERIZON WIRELESS	00494523	9880479112	FIRE EMS WIRELESS	General Fund	197.46
Total for Payment No.:						197.46

**Payment No: 651337**

<b>Payment Date</b>	<b>Vendor Name</b>	<b>Voucher No.</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Fund Code</b>	<b>Amount Paid</b>
06/11/2021	BRIAN CARLSON	00494369	12753MAY2021	FY20-21 BOOT REIMBRSMNT	General Fund	185.29
Total for Payment No.:						185.29

**Payment No: 019569**

<b>Payment Date</b>	<b>Vendor Name</b>	<b>Voucher No.</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Fund Code</b>	<b>Amount Paid</b>
06/04/2021	PRAXAIR DISTRIBUTION INC	00494350	63726100	CYLINDER RENTAL	General Fund	184.38
Total for Payment No.:						184.38

**Payment No: 651416**

<b>Payment Date</b>	<b>Vendor Name</b>	<b>Voucher No.</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Fund Code</b>	<b>Amount Paid</b>
06/11/2021	GOLDEN STATE EMERGENCY VEHICLE SERV, INC	00494375	CI028326	PARTS-V#3288	Fleet Operation Fund	141.10
06/11/2021	GOLDEN STATE EMERGENCY VEHICLE SERV, INC	00494376	CI028362	PARTS-V#3288	Fleet Operation Fund	41.88
Total for Payment No.:						182.98

**Payment No: 019664**

<b>Payment Date</b>	<b>Vendor Name</b>	<b>Voucher No.</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Fund Code</b>	<b>Amount Paid</b>
06/11/2021	UNIVERSAL SITE SERVICES	00492239	21020100	SCCC GATE ARM CC	Convention Cnt Maintenance Dis	54.07
06/11/2021	UNIVERSAL SITE SERVICES	00492239	21020100	SCCC GATE ARM HYATT	Convention Cnt	39.82

06/11/2021	UNIVERSAL SITE SERVICES	00492239	21020100	SCCC GATE ARM TECH	Maintenance Dis Convention Cnt Maintenance Dis	86.11
					Total for Payment No.:	180.00

**Payment No: 651341**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/11/2021	CA DEPT OF CONSUMER AFFAIRS	00494342	3414MAY2021A	CE LCNS RNWL DENG 063023	General Fund	180.00
					Total for Payment No.:	180.00

**Payment No: 651340**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/11/2021	CA DEPT OF CONSUMER AFFAIRS	00494340	3414MAY2021B	RNWL SE LCNS LIANG 063023	General Fund	180.00
					Total for Payment No.:	180.00

**Payment No: 651339**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/11/2021	CA DEPT OF CONSUMER AFFAIRS	00494337	3414MAY2021C	RNWL CE LCNS LIANG 063023	General Fund	180.00
					Total for Payment No.:	180.00

**Payment No: 651338**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/11/2021	CA DEPT OF CONSUMER AFFAIRS	00494333	3414MAY2021	CE RNWL NGUYEN 063023	General Fund	180.00
					Total for Payment No.:	180.00

**Payment No: 651251**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/04/2021	CHARLES QUANZ	00494078	3316MAY2021	FY20-21 BOOT & RAINGEAR REIMBR	General Fund	177.61

Total for Payment No.: 177.61

**Payment No: 651323**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/04/2021	TOMMY WOO CONSTRUCTION	00494361	36562MAY2021	Electric Permit BLD2021-60187	General Fund	164.00
Total for Payment No.:						164.00

**Payment No: 019605**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/11/2021	ESOSOFT CORP	00494628	106036	ML CLASSICO (COGENSTEAM)	Electric Utility	32.72
06/11/2021	ESOSOFT CORP	00494628	106036	ML CLASSICO (KEYACCOUNTS)	Electric Utility	32.72
06/11/2021	ESOSOFT CORP	00494628	106036	ML CLASSICO (KEYACCOUNTSPAGIN)	Electric Utility	32.72
06/11/2021	ESOSOFT CORP	00494628	106036	ML CLASSICO (POWERPOOL)	Electric Utility	32.72
06/11/2021	ESOSOFT CORP	00494628	106036	ML CLASSICO (ENERGYALERT)	Electric Utility	32.72
Total for Payment No.:						163.60

**Payment No: 019586**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/11/2021	ALL GUARD ALARM SYSTEMS INC	00494324	S106048	AUTO SHOP	Fleet Operation Fund	162.50
Total for Payment No.:						162.50

**Payment No: 651439**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/11/2021	MULTICULTURAL BOOKS & VIDEOS	00494518	21-0855	1241 AD BK	General Fund	160.27
Total for Payment No.:						160.27

**Payment No: 651360**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
--------------	-------------	-------------	-------------	-------------	-----------	-------------

06/11/2021	OSUNA, ESTEVAN	00494682	PRCK#90476	REPLACE PRCK#90476	Payroll Liability&ClearingAcct	157.74
------------	----------------	----------	------------	--------------------	-----------------------------------	--------

Total for Payment No.:						157.74
------------------------	--	--	--	--	--	--------

**Payment No: 651258**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/04/2021	CA FRANCHISE TAX BOARD	00494548	05/16/21-05/29/21CB	WAGE ATTACHMENT B2111	Payroll Liability&ClearingAcct	150.00

Total for Payment No.:						150.00
------------------------	--	--	--	--	--	--------

**Payment No: 651248**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/04/2021	AUSTIN LIN	00494336	12752MAY2021	BOOT/CLOTHING REIMB FY20-21	Electric Utility	148.90

Total for Payment No.:						148.90
------------------------	--	--	--	--	--	--------

**Payment No: 651300**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/04/2021	OEM PARTS NETWORK INC	00494345	187712	SALES TAX PCARD INVOICE 187712	Electric Utility	148.50

Total for Payment No.:						148.50
------------------------	--	--	--	--	--	--------

**Payment No: 651362**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/11/2021	VICTOR NIEVES	00494387	14498MAY2021	FY20-21 RAINGEAR REIMBURSEMNT	General Fund	142.02

Total for Payment No.:						142.02
------------------------	--	--	--	--	--	--------

**Payment No: 651250**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/04/2021	CAL PERS LONG TERM CARE PROGRAM	00494556	13916761	BIWEEKLY PR CALPERS LT B2111	Payroll Liability&ClearingAcct	138.01

Total for Payment No.: 138.01

**Payment No: 019620**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/11/2021	INTERSTATE TRAFFIC CONTROL	00494417	244110	SUPPLIES-STREET	General Fund	124.87
Total for Payment No.:						124.87

**Payment No: 651440**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/11/2021	NAPA AUTO PARTS	00494383	624510	PARTS-V#3142	Fleet Operation Fund	26.89
06/11/2021	NAPA AUTO PARTS	00494384	5983-662606	PARTS-STOCK	Fleet Operation Fund	38.20
06/11/2021	NAPA AUTO PARTS	00494385	5983-662785	PARTS-STOCK	Fleet Operation Fund	17.01
06/11/2021	NAPA AUTO PARTS	00494386	5983-663009	PARTS-V#3327	Fleet Operation Fund	27.61
06/11/2021	NAPA AUTO PARTS	00494511	5983-663427	PARTS-V#3535	Fleet Operation Fund	4.87
06/11/2021	NAPA AUTO PARTS	00494512	5983-663751	PARTS-V#2920	Fleet Operation Fund	10.17
Total for Payment No.:						124.75

**Payment No: 019550**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/04/2021	FASTENAL CO	00494224	CASA668714	THREADLOCKER EXPANSION ANCHOR	Electric Utility	124.74
Total for Payment No.:						124.74

**Payment No: 019662**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/11/2021	UNITED REFRIGERATION INC	00494338	78452022-00	PD IDF ROOM	General Fund	123.54
Total for Payment No.:						123.54

**Payment No: 651320**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/04/2021	SUNNYVALE FORD	00494088	187432	PARTS-V#3299	Fleet Operation Fund	122.79
				Total for Payment No.:		122.79

**Payment No: 651256**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/04/2021	ROBERTO GUTIERREZ	00493970	17908OCT2020	SIG SAUER 365 ARMORER COURSE	General Fund	122.00
				Total for Payment No.:		122.00

**Payment No: 651484**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/11/2021	VERIZON WIRELESS	00494525	9880463182	CMO WIRELESS	General Fund	76.02
06/11/2021	VERIZON WIRELESS	00494525	9880463182	CDD WIRELESS	General Government - Other	38.01
06/11/2021	VERIZON WIRELESS	00494525	9880463182	DPW & PD STADIUM WIRELESS	Information Technology Service	1.26
				Total for Payment No.:		115.29

**Payment No: 651358**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/11/2021	NICOLE JARVIS	00495078	30993JUN2021	MILEAGE REIMB OCT20-MAY21	General Fund	113.08
				Total for Payment No.:		113.08

**Payment No: 651330**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/04/2021	YOUNGKIL KANG	00494363	36613MAY2021	Bldg Plan Review BLD2021-61193	General Fund	107.57
				Total for Payment No.:		107.57

**Payment No: 651292**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/04/2021	LOURDES MARASIGAN	00494071	19454MAY2021	REIMBURSMENT-- AMAZON CHRG	General Fund	106.99
				Total for Payment No.:		106.99

**Payment No: 651322**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/04/2021	THE HOME DEPOT PRO	00494262	617918958	JANITORIAL SUPPLIES	General Fund	53.10
06/04/2021	THE HOME DEPOT PRO	00494264	617918966	JANITORIAL SUPPLIES	General Fund	53.10
				Total for Payment No.:		106.20

**Payment No: 651356**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/11/2021	MARLON CRUZ	00494681	PRCK#86147	REPLACE PRCK#86147	Payroll Liability&ClearingAcct	103.38
				Total for Payment No.:		103.38

**Payment No: 651276**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/04/2021	CRESCO EQUIPMENT RENTALS	00494223	5417719-0001	FORK LIFT PROPANE	Water Utility	33.38
06/04/2021	CRESCO EQUIPMENT RENTALS	00494223	5417719-0001	FORK LIFT PROPANE	Electric Utility	33.36
06/04/2021	CRESCO EQUIPMENT RENTALS	00494463	5416312-0001	EQUIPMENT RENTAL	Electric Utility	34.44
				Total for Payment No.:		101.18

**Payment No: 651353**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/11/2021	JOSEPH GEE	00494678	PRCK#83097	REPLACE PRCK#83097	Payroll Liability&ClearingAcct	96.82
				Total for Payment No.:		96.82

**Payment No: 651421**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/11/2021	HOME DEPOT USA	00494365	618461818	NS FACILITIES SUPPLIES	General Fund	91.43
				Total for Payment No.:		91.43

**Payment No: 651280**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/04/2021	DUNN-EDWARDS CORP	00494346	2011171891	SUPREMA BASE PAINT	General Fund	90.87
				Total for Payment No.:		90.87

**Payment No: 651375**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/11/2021	BAKER DISTRIBUTING COMPANY LLC	00492228	BZ47340	CENTRAL LIB RETURN GRILLS	General Fund	90.38
				Total for Payment No.:		90.38

**Payment No: 651301**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/04/2021	PACIFIC TELEMAGEMENT SVCS	00493999	2067734	PAY PHONE	Information Technology Service	78.00
				Total for Payment No.:		78.00

**Payment No: 651352**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/11/2021	JORGE RODRIGUEZ	00494503	35392JUN2021	SFTY CLOTH/BOOT REIM FY 2021	Electric Utility	76.22
				Total for Payment No.:		76.22

**Payment No: 019568**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/04/2021	PG&E	00494278	8311198632-5 MAY2021	2021 MAY GUADALUPE CHART	Sewer Utility	20.42

06/04/2021	PG&E	00494279	8978316890-2 APR2021	STATN 2021 APR GUADALUPE CHART STATN	Sewer Utility	55.53
Total for Payment No.:						75.95

**Payment No: 651410**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/11/2021	FLEETPRIDE, INC.	00494505	74737139	PARTS- V#3157	Fleet Operation Fund	71.64
Total for Payment No.:						71.64

**Payment No: 651277**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/04/2021	CRIME SCENE CLEANERS INC	00494438	81115	CLEAN VEHICLE 3536	General Fund	70.00
Total for Payment No.:						70.00

**Payment No: 651488**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/11/2021	WONDER ICE CREAM INC	00494394	90004257	CTFD SCALE WEIGHT: CGA3507	Fleet Operation Fund	15.00
06/11/2021	WONDER ICE CREAM INC	00494395	90004258	CTFD SCALE WEIGHT: CGA3216	Fleet Operation Fund	15.00
06/11/2021	WONDER ICE CREAM INC	00494396	90004259	CTFD SCALE WEIGHT: CGA3028	Fleet Operation Fund	15.00
06/11/2021	WONDER ICE CREAM INC	00494397	90004282	CTFD SCALE WEIGHT: CGA2785	Fleet Operation Fund	15.00
Total for Payment No.:						60.00

**Payment No: 651476**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/11/2021	UNITED PARCEL SERVICE	00495080	00009882E5221A	DELIVERY CHARGES	Fleet Operation Fund	16.28
06/11/2021	UNITED PARCEL SERVICE	00495080	00009882E5221A	DELIVERY CHARGES	General Fund	41.81
Total for Payment No.:						58.09

**Payment No: 651262**

<b>Payment Date</b>	<b>Vendor Name</b>	<b>Voucher No.</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Fund Code</b>	<b>Amount Paid</b>
06/04/2021	US TREASURY	00494555	05/16/21-05/29/21JO	WAGE ATTACHMENT B2111	Payroll Liability&ClearingAcct	50.00
Total for Payment No.:						50.00

**Payment No: 651408**

<b>Payment Date</b>	<b>Vendor Name</b>	<b>Voucher No.</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Fund Code</b>	<b>Amount Paid</b>
06/11/2021	FEDERAL EXPRESS	00494282	7-372-31235	AGRIHOOD CLOSING	Housing Successor	12.78
06/11/2021	FEDERAL EXPRESS	00494578	7-371-27377	MISC. SHIPPING SYSTEMS SUPPORT	Electric Utility	36.28
Total for Payment No.:						49.06

**Payment No: 651474**

<b>Payment Date</b>	<b>Vendor Name</b>	<b>Voucher No.</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Fund Code</b>	<b>Amount Paid</b>
06/11/2021	TURF & INDUSTRIAL EQUIPMENT CO	00494516	IV39168	PARTS-STOCK	Fleet Operation Fund	47.20
Total for Payment No.:						47.20

**Payment No: 651419**

<b>Payment Date</b>	<b>Vendor Name</b>	<b>Voucher No.</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Fund Code</b>	<b>Amount Paid</b>
06/11/2021	<span style="background-color: black; color: black;">XXXXXXXXXX</span>	00494785	1292287	LEGAL SERVICES	Special Liability Insurance	43.20
Total for Payment No.:						43.20

**Payment No: 651414**

<b>Payment Date</b>	<b>Vendor Name</b>	<b>Voucher No.</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Fund Code</b>	<b>Amount Paid</b>
06/11/2021	GEORGE NICZEWICZ	00474175	35084JUN2020	PARTIAL REFUND LEADERSHIP SC	General Fund	42.87
Total for Payment No.:						42.87

**Payment No: 651343**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/11/2021	CONRAD REYNOLDS	00494487	2299JUN2021	CAP REIMBURSE - JUNE 2021	General Fund	40.00
				Total for Payment No.:		40.00

**Payment No: 651364**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/11/2021	ALHAMBRA & SIERRA SPRINGS	00494367	4973747 051421	WATER- OFFICE USE APRIL 2021	Fleet Operation Fund	38.21
				Total for Payment No.:		38.21

**Payment No: 651404**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/11/2021	EQUIFAX CREDIT INFORMATION SVC	00494479	6176106	Equifax Jan 2021	General Fund	37.14
				Total for Payment No.:		37.14

**Payment No: 651325**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/04/2021	UNITED PARCEL SERVICE	00494471	00009882E5211A	DELIVERY CHARGES	General Fund	27.02
06/04/2021	UNITED PARCEL SERVICE	00494471	00009882E5211A	DELIVERY CHARGES	General Fund	9.46
				Total for Payment No.:		36.48

**Payment No: 651335**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/11/2021	ALLSTAR ACADEMY	00465999	62605-02 Utility Refund	UTILITY REFUND	General Fund	27.43
				Total for Payment No.:		27.43

**Payment No: 019641**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/11/2021	PELICAN SIGN SERVICE INC	00494488	62553	NAME PLATE - IULIA PANESCU	General Fund	27.12

Total for Payment No.: 27.12

**Payment No: 651430**

<b>Payment Date</b>	<b>Vendor Name</b>	<b>Voucher No.</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Fund Code</b>	<b>Amount Paid</b>
06/11/2021	KALLCENTS	00494485	E42516053121	Monthly Q-Card	General Fund	22.77
Total for Payment No.:						22.77

**Payment No: 651275**

<b>Payment Date</b>	<b>Vendor Name</b>	<b>Voucher No.</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Fund Code</b>	<b>Amount Paid</b>
06/04/2021	CONSOLIDATED PARTS INC	00494158	5067260	AGNEW PARK	General Fund	20.71
Total for Payment No.:						20.71

**Payment No: 651357**

<b>Payment Date</b>	<b>Vendor Name</b>	<b>Voucher No.</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Fund Code</b>	<b>Amount Paid</b>
06/11/2021	MIKE DAVIES	00477580	79035-02 Utility Refund	UTILITY REFUND	General Fund	19.55
Total for Payment No.:						19.55

**Payment No: 019574**

<b>Payment Date</b>	<b>Vendor Name</b>	<b>Voucher No.</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Fund Code</b>	<b>Amount Paid</b>
06/04/2021	TIMOTHY D BOWEN	00494473	DB20395	Contractor Payment for FY 20/2	General Fund	16.00
Total for Payment No.:						16.00

**Payment No: 651412**

<b>Payment Date</b>	<b>Vendor Name</b>	<b>Voucher No.</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Fund Code</b>	<b>Amount Paid</b>
06/11/2021	FRONTIER FORD	00494506	653349	PARTS- V#3535	Fleet Operation Fund	14.27
Total for Payment No.:						14.27

**Payment No: 019567**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/04/2021	PENINSULA BUILDING MATERIALS	00494229	79881	BAG OF CRUSHED ROCK	Sewer Utility	14.17
				Total for Payment No.:		14.17

**Payment No: 651481**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/11/2021	VERIZON WIRELESS	00494522	9880479111	FIRE - STADIUM WIRELESS	General Fund	10.02
				Total for Payment No.:		10.02

**Payment No: 651346**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/11/2021	GINA SAPORITO	00495077	29051JUN2021	MILEAGE REIMB LSAP SITE	Parks And Recreation	7.84
				Total for Payment No.:		7.84

**Payment No: 019547**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
06/04/2021	COAST COUNTIES TRUCK	00494068	01129200P	PARTS-V#3224	Fleet Operation Fund	4.60
				Total for Payment No.:		4.60

Overall Total 28,490,935.53



## Agenda Report

21-234

Agenda Date: 7/6/2021

### REPORT TO COUNCIL

#### SUBJECT

Action on an Agreement with Gates and Associates Landscape Architecture, Inc. for Design Professional Services for the Westwood Oaks Playground Rehabilitation Project

#### COUNCIL PILLARS

Deliver and Enhance High Quality Efficient Services and Infrastructure; Enhance Community Sports, Recreational and Arts Assets

#### BACKGROUND

Dedicated in 1961, Westwood Oaks Park (Park) is located at 460 La Herran Drive, bounded by La Herran Drive to the east, and residential properties to the north, west, and south. The 1.75-acre Park contains a recreation building, restrooms, open play area, playground, basketball court, and various park amenities. The 2018 facility condition assessment report found that the playground and amenities are in critical condition and the building is in poor condition.

The Westwood Oaks Playground Rehabilitation Project (Project) will be completed in two phases. The first phase of the Project includes reviewing the condition of the park, obtaining community input, developing an overall plan for renovating the park, and completing the schematic design for the playground rehabilitation. The second phase of the Project includes designing and developing the construction plans/specifications for the reconstruction of the playground according to the approved schematic design.

The proposed Agreement for the first phase of the Project includes the following scope of work: conducting a detailed site and facility condition assessment, technology needs assessment, ADA evaluation, community outreach, and preparing an overall site specific plan and schematic design for the playground rehabilitation plan, as well as providing assistance with presenting the proposed plans to the Parks & Recreation Commission and City Council. The scope of work for the second phase of the Project will depend on the results of the first phase, but will generally include: preparing bid documents (plans, specifications, and engineer's estimate - PS&E) for public works bidding based on selected schematic playground rehabilitation plan, assisting with obtaining Building and Fire permits for the design plans, and providing engineering support services during bid and award, construction, and post-construction phases of the Project.

#### DISCUSSION

In October 2020, the City issued a Statement of Qualifications (SOQ) seeking proposals from qualified consultant firms to establish the 2020-25 Parks & Recreation Department Pre-qualified Consultant List. A formal selection process was used to solicit qualifications from consultants. The final Pre-qualified Consultant List includes the top 10 most qualified consultant firms and is intended to be utilized for any potential design services for upcoming park improvement projects.

On February 8, 2021, the City issued a Request for Proposals (RFP) to solicit proposals for both phases of the Project from all 10 firms on the Pre-qualified Consultant List. Staff received proposals from four firms: Gates and Associates Landscape Architecture, Inc., RHAA, SSA Landscape Architecture, and Verde Design. A proposal review panel consisting of staff from the Department of Public Works and Parks & Recreation Department evaluated each proposal against the criteria set forth in the RFP, including pricing, responsiveness to the RFP, project approach, and ability to complete the project within the proposed schedule.

Based on the panel's evaluation, Gates and Associates Landscape Architecture, Inc. (Gates & Associates) is recommended for the award of contract having submitted the best value proposal. Gates & Associates is a landscape architecture firm that has a wealth of knowledge and experience designing parks for numerous municipalities in the Bay Area. They demonstrated a strong project understanding and provided an excellent project approach to investigate and resolve the issues presented in the RFP. In addition, Gates & Associates has received recognition and awards from the American Public Works Association, Silicon Valley Chapter for various projects they have designed.

Staff recommends entering into the Agreement with Gates and Associates Landscape Architecture, Inc. to complete services for the first phase of the Westwood Oaks Playground Rehabilitation Project (Attachment 1). It is anticipated that staff will return to City Council before summer 2022 to obtain approval for the schematic design and amend the Agreement with Gates and Associates to enable them to complete the second phase of the Project. The Agreement includes a section covering prevailing wage requirements.

#### ENVIRONMENTAL REVIEW

This action is for design professional services and the action being considered does not constitute a "project" within the meaning of the California Environmental Quality Act ("CEQA") Guidelines section 15378 because it does not pose a potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment.

#### FISCAL IMPACT

The proposed Agreement is for a total not-to-exceed amount of \$92,817. This amount includes \$80,710 for basic services and \$12,107 for additional services. Staff is requesting 15 percent contingency for additional services due to the age of the park buildings and playgrounds and potential unforeseen conditions that may require additional efforts. There is sufficient funding for this agreement in the FY 2020/21 Adopted Capital Budget in the Westwood Oaks Park Playground Rehabilitation Project (Parks & Recreation Capital Fund) totaling \$1,149,800, and these funds are planned to be carried forward to FY 2021/22 as part of the adoption of the FY 2021/22 budget.

#### COORDINATION

This report has been coordinated with the Parks & Recreation Department, 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**

1. Approve and authorize the City Manager to execute an agreement with Gates and Associates Landscape Architecture, Inc. for the Westwood Oaks Playground Rehabilitation Project in the amount not-to-exceed \$92,817; and
2. Authorize the City Manager to make minor modifications, if needed.

Reviewed by: Craig Mobeck, Director of Public Works

Approved by: Deanna J. Santana, City Manager

**ATTACHMENTS**

1. Agreement

**AGREEMENT FOR DESIGN PROFESSIONAL SERVICES  
BETWEEN THE  
CITY OF SANTA CLARA, CALIFORNIA,  
AND  
GATES AND ASSOCIATES LANDSCAPE ARCHITECTURE, INC.  
FOR  
WESTWOOD OAKS PLAYGROUND REHABILITATION PROJECT**

**PREAMBLE**

This Agreement is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Gates and Associates Landscape Architecture, Inc., a California Corporation, (Consultant). City and Consultant may be referred to individually as a “Party” or collectively as the “Parties” or the “Parties to this Agreement.”

**RECITALS**

- A. City desires to secure the design professional services more fully described in this Agreement, at Exhibit A, entitled “Scope of Services”;
- B. “Design professional” includes licensed architects, licensed landscape architects, registered professional engineers and licensed professional land surveyors;
- C. Consultant represents that it, and its subconsultants, if any, have the professional qualifications, expertise, necessary licenses and desire to provide certain goods and/or required services of the quality and type which meet objectives and requirements of City; and,
- D. The Parties have specified herein the terms and conditions under which such services will be provided and paid for.

The Parties agree as follows:

**AGREEMENT TERMS AND CONDITIONS**

**1. AGREEMENT DOCUMENTS**

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

Exhibit A – Scope of Services

Exhibit B – Schedule of Fees

Exhibit C – Insurance Requirements

Exhibit D – Labor Compliance Addendum (if applicable)

Exhibit E – Milestone Schedule

Exhibit F - Project Management Document Software

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

## **2. TERM OF AGREEMENT**

Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on the July 1, 2021 and terminate on at the completion of work described in Exhibit A – Scope of Services.

## **3. SCOPE OF SERVICES & PERFORMANCE SCHEDULE**

Consultant shall perform those Services specified in Exhibit A within the time stated in Exhibit B. Time is of the essence.

- A. All reports, costs estimates, plans and other documentation which may be submitted or furnished by Consultant shall be approved and signed by an appropriate qualified licensed professional in the State of California.
- B. The title sheet for specifications and reports, and each sheet of plans, shall bear the professional seal, certificate number, registration classification, expiration date of certificate and signature of the design professional responsible for their preparation.

## **4. WARRANTY**

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

## 5. QUALIFICATIONS OF CONSULTANT - STANDARD OF CARE

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

All documents furnished under Exhibit A shall be of a quality acceptable to City. The criteria for acceptance of the work provided under this Agreement shall be a product of neat appearance, well organized, that is technically and grammatically correct, checked and having the maker and checker identified. The minimum standard of appearance, organization and content of the drawings shall be that used by City for similar projects.

## 6. COMPENSATION AND PAYMENT

In consideration for Consultant's complete performance of Services, City shall pay Consultant for all materials provided and Services rendered by Consultant in accordance with Exhibit B, entitled "SCHEDULE OF FEES." The maximum compensation of this Agreement is ninety-two thousand eight hundred seventeen dollars (\$92,817) subject to budget appropriations, which includes all payments that may be authorized for Services and for expenses, supplies, materials and equipment required to perform the Services. All work performed or materials provided in excess of the maximum compensation shall be at Consultant's expense. Consultant shall not be entitled to any payment above the maximum compensation under any circumstance.

## 7. TERMINATION

- A. Termination for Convenience. City shall have the right to terminate this Agreement, without cause or penalty, by giving not less than Thirty (30) days' prior written notice to Consultant.
- B. Termination for Default. If Consultant fails to perform any of its material obligations under this Agreement, in addition to all other remedies provided by law, City may terminate this Agreement immediately upon written notice to Consultant.
- C. Upon termination, each Party shall assist the other in arranging an orderly transfer and close-out of services. As soon as possible following the notice of termination, but no later than ten (10) days after the notice of termination, Consultant will deliver to City all City information or material that Consultant has in its possession.

**8. ASSIGNMENT AND SUBCONTRACTING**

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

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

**9. NO THIRD PARTY BENEFICIARY**

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

**10. INDEPENDENT CONSULTANT**

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

**11. CONFIDENTIALITY OF MATERIAL**

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

**12. OWNERSHIP OF MATERIAL**

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

**13. RIGHT OF CITY TO INSPECT RECORDS OF CONSULTANT**

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

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

**14. HOLD HARMLESS/INDEMNIFICATION**

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

**15. INSURANCE REQUIREMENTS**

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

**16. WAIVER**

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

## 17. NOTICES

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

City of Santa Clara  
Attention: Department of Public Works – Design Division  
1500 Warburton Avenue  
Santa Clara, CA 95050  
and by e-mail at [engineering@santaclaraca.gov](mailto:engineering@santaclaraca.gov), and  
[manager@santaclaraca.gov](mailto:manager@santaclaraca.gov)

And to Consultant addressed as follows:

GATES AND ASSOCIATES LANDSCAPE ARCHITECTURE, INC.  
Attention: Linda Gates  
2077 Gateway Place, Suite 550  
San Jose, CA 95110  
and by e-mail at [linda@dgates.com](mailto:linda@dgates.com)

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

## 18. COMPLIANCE WITH LAWS

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

## 19. CONFLICTS OF INTEREST

Consultant certifies that to the best of its knowledge, no City officer, employee or authorized representative has any financial interest in the business of Consultant and that no person associated with Consultant has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement. Consultant is familiar with the provisions of California Government Code section 87100 and

following, and certifies that it does not know of any facts which would violate these code provisions. Consultant will advise City if a conflict arises.

**20. FAIR EMPLOYMENT**

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

**21. NO USE OF CITY NAME OR EMBLEM**

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

**22. GOVERNING LAW AND VENUE**

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

**23. SEVERABILITY CLAUSE**

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

**24. AMENDMENTS**

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

**25. COUNTERPARTS**

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

**26. STATEMENT OF ECONOMIC INTERESTS**

Due to the nature of the Services to be performed, Consultant shall promptly file a Statement of Economic Interests (Form 700) upon commencement of the

Agreement in accordance with California Government Code section 87200, et seq.

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

**CITY OF SANTA CLARA, CALIFORNIA**  
a chartered California municipal corporation

Approved as to Form: \_\_\_\_\_

Dated: \_\_\_\_\_

\_\_\_\_\_  
BRIAN DOYLE  
City Attorney

\_\_\_\_\_  
DEANNA J. SANTANA  
City Manager  
1500 Warburton Avenue  
Santa Clara, CA 95050  
Telephone: (408) 615-2210  
Fax: (408) 241-6771

"CITY"

**GATES AND ASSOCIATES LANDSCAPE ARCHITECTURE, INC.**  
a California Corporation

Dated: \_\_\_\_\_

By (Signature): \_\_\_\_\_

Name: Linda Gates

Title: Director of Strategy

Principal Place of 2671 Crow Canyon Road

Business Address: San Ramon, California 94583

Email Address: Linda@dgates.com

Telephone: (925) 736-8176

Fax: (925) 833-8901

"CONSULTANT"

**AGREEMENT FOR DESIGN PROFESSIONAL SERVICES  
BETWEEN THE  
CITY OF SANTA CLARA, CALIFORNIA,  
AND  
GATES AND ASSOCIATES LANDSCAPE ARCHITECTURE, INC.  
FOR  
WESTWOOD OAKS PLAYGROUND REHABILITATION PROJECT**

**EXHIBIT A  
SCOPE OF SERVICES**

The Services to be performed for the City by the Consultant under this Agreement are set forth below.

**I. GENERAL**

This Scope of Services is anticipated as necessary to meet City's objectives as described under Section II, BACKGROUND AND PROJECT, and Section III, DESCRIPTION OF SERVICES of this document. Consultant and City agree that this Scope of Services incorporates Consultant's professional qualifications and experience and will meet the City's objectives.

Consultant will be expected to provide complete, professional, high-quality Services and products; to consult City personnel, and others who are involved with the project; and to provide the expertise, guidance, advice, and assistance in accomplishing the work.

**II. BACKGROUND AND PROJECT**

Dedicated in 1961, 1.75 acres Westwood Oaks Park (Park) contains a recreation building, restrooms, an open play area, a playground, and various park amenities. The Park is bounded by La Herran Drive to the east, and residential properties to the north, west, and south. Park's playground and community building are located at 460 La Herran Drive. The site was assessed for condition in 2017 and the playground was deemed to be in critical condition while the building is in poor condition.

The Westwood Oaks Playground Rehabilitation Project (PROJECT) will be completed in two distinct phases. The first phase of the PROJECT is covered by this Agreement and includes the following scope of work: site, facility, and technology assessment; ADA evaluation, community outreach; develop a site specific master plan and schematic playground rehabilitation plan; obtain a recommendation for approval from the Parks & Recreation Commission and City Council. After City Council has approved the site specific master plan and schematic playground rehabilitation plan, the City will coordinate with the Consultant to amend this Agreement to include the second phase of the

PROJECT. The second phase scope of work includes develop selected playground schematic playground rehabilitation plan into bid documents (plans, specifications, and engineer's estimate - PS&E) for public works bidding; provide assistance in obtaining Building and Fire permits for the design plans; and provide engineering support services during bid and award, construction, and post-construction phases.

### **III. DESCRIPTION OF SERVICES**

All design work shall be done in accordance with the Department of Transportation Standard Specifications and Details, City Standard Plans and Specifications, ADA Design Guidelines, latest building and fire codes, and other applicable codes and standards recommended by the Consultant. Below is an outline of required services; however, it is the responsibility of the consultant to independently assess the PROJECT and provide improvement recommendations to meet the goals for this PROJECT.

#### Phase I of the PROJECT:

1. Perform site, architectural, facility, and technology assessment (for the park building).
2. Evaluate ADA pedestrian pathway
3. Perform robust community outreach (surveys, meetings, consensus building etc.), to develop Site Specific Master Plan and Playground Schematic Plan (all inclusive)
4. Obtain a recommendation for approval from the PRC and subsequent approval from CC.

Consultant shall provide the Services described herein through a project team, comprised of Consultant and sub-consultants identified as follows:

1. Consultant: GATES AND ASSOCIATES LANDSCAPE ARCHITECTURE, INC.
2. Sub-consultants to GATES AND ASSOCIATES LANDSCAPE ARCHITECTURE, INC.:
  - 1) Sandis – Surveying and Civil Engineering
  - 2) BSK Engineers – Geotechnical Engineering
  - 3) HY Architects – Building Assessment
  - 4) Atium Engineer – Electrical Engineering
  - 5) Hortscience – Arborist
  - 6) Capital Engineering – Mechanical and Plumbing Engineering
  - 7) KYASE – Structural Engineering
  - 8) David Powers & Associates – Environmental
  - 9) Proactive Risk Solutions – Certified Playground Inspector

Any changes to the project team through the course of the Services shall be approved in writing by City.

#### **IV. RESPONSIBILITIES OF CITY**

CITY will provide the following information and support for the project as-available and applicable:

- A. Record drawings (as-available)
- B. CITY's Standard Details, Specifications, Benchmark, and Design Criteria.
- C. Storm Drain (SD), Sanitary Sewer (SS), Electric, Fiber, Water and Recycled Water Block Book Maps (as-available).
- D. Geographic Information System (GIS) data including land parcels, street centerlines, City sanitary sewers, City storm drains, and aerial photographic tiles
- E. Payment of permit application fees with other internal departments, if required.
- F. Filing exemption under the California Environmental Quality Act, if applicable.

Besides the above, the City will work closely with the consultant to provide any other data or records, as available and necessary for the work involved.

#### **V. BASIC SCOPE OF SERVICES**

##### **PROJECT MANAGEMENT**

CONSULTANT shall:

- 1.1** Manage its team and overall project activities consistent with the direction from CITY in order to meet the project schedule and budget. Manage sub-consultants, maintain schedule and budget, anticipate and mitigate potential design issues and delays and coordinate and update the City on the overall progress of the Project.
- 1.2** Any field work that involves subsurface excavation and/or coring, consultant is required to submit plan of work to the City for review and approval prior to proceeding.
- 1.3** Organize and attend project meetings with the City to discuss project progress, decisions, and direction and to coordinate activities. Meetings shall be held at key project milestones and shall include, but are not limited to:
  - 1.3.1** Kick-off Meeting (Phase I)
  - 1.3.2** Preliminary/Evaluation Meeting (Phase I)
  - 1.3.3** Community meeting (Phase I)
  - 1.3.4** Parks and Recreation Commission Meeting (Phase I)
  - 1.3.5** City Council Meeting (Phase I)

- 1.4** Coordinate with CITY, design team members, consultants, utility companies, other government agencies, and other affected parties as required throughout the duration of the project as well as the Quality Assurance/Quality Control (QA/QC) activities for project deliverables.
- 1.5** Prepare, monitor, and update progress schedule in MS Project format beginning at the kickoff meeting and ending at contract award for the last submittal package. Schedule shall show significant milestones for the project. CONSULTANT shall notify CITY if there are delays or potential delays in any phase of the project. In such cases, CONSULTANT shall make up the schedule in subsequent phases of the project or provide information to CITY substantiating a request for time extension (which may not be approved). The schedule shall be maintained at all times and shall be updated each time progress and milestones are achieved and/or changed.
- 1.6** Meetings: Meetings shall be budgeted for and invoiced under each respective Task or activity requiring a meeting and not as project management. Preparation for meetings shall be considered as included in the Task or activity for which the meeting is involved. A kick-off meeting shall be conducted with designated CITY staff prior to beginning work to review anticipated Tasks and schedule, review available information and needs, and address any outstanding questions regarding the project moving forward raised by CITY or CONSULTANT. During the course of Services while there is active work on the PROJECT, CONSULTANT shall schedule and attend brief bi-weekly (every other week) conference calls with CITY. The purpose of the bi-weekly conference calls will be to keep CITY apprised on the PROJECT's progress and address any issues that may arise during the course of Services.
- 1.7** Provide monthly progress reports.
- 1.8** Stakeholder Coordination: CONSULTANT shall coordinate with project stakeholders as needed to inform each stakeholder of the project work and incorporate any necessary accommodations into the final submittal documents.
- 1.9** Provide Review/Plan Check Log (Response Matrix) summarizing comments received from various City Departments/Divisions and agencies. Response Matrix shall include, but not be limited to, commenting department/division or agency, comments, response to comments, action items, and person responsible for follow up. Consultant shall be responsible for resolving comments from each commenter and shall identify to City any comments that cannot be resolved to have final discussion and resolution. Submit Response Matrix in electronic format with each route of plan check submittal.
- 1.10** Conduct QC reviews in accordance with its QA Program guidelines. CONSULTANT shall provide a copy of its QA Program guidelines and shall provide a QC report at the end of each Task. Time spent for QA-QC reviews for specific

deliverables shall be budgeted and billed under each respective task requiring QA-QC review and not as Project Management.

- 1.11 Invoicing and Contract Administration:** CONSULTANT administrative staff time spent preparing invoices for Services complete shall be considered as included in the overhead of the CONSULTANT's basic hourly rates and shall not be billed. Additionally, addressing administrative issues regarding the professional Services agreement, such as preparing additional Services requests or budget modifications, shall also be considered as included in the overhead of the CONSULTANT's basic hourly rates and shall not be billed.

**Deliverables:**

1. Progress schedules in MS Project format (submitted electronically as an 11" x 17" pdf file and in native MS Project format).
2. QA Program guidelines and QC reports for each Task (in pdf file).
3. Meeting agendas, preparation materials, and meeting minutes for each project meeting (in pdf file).
4. Monthly progress reports and invoices (in pdf file).

**Phase I**

**Task 1.0: Preliminary Engineering/Evaluation**

- 1.1 Attend Project Kick-Off Meeting.
- 1.2 Visit Project's site to inspect site conditions, existing equipment, and facilities to determine the existing conditions and propose recommendations to City for the improvements. Contact all regulatory agencies that will affect the proposed works to determine applicable codes and ordinances.
- 1.3 Perform necessary evaluations of the site, equipment, facilities, and ADA pathway to identify opportunities and constraints and review Facility Condition Assessment completed by the City in 2017. Prepare an evaluation report for the site noting condition of existing facilities, infrastructures, code issues, and regulatory issues. Provide upgrade or replacement recommendations according to the evaluation and report review.
- 1.4 Provide draft community and stakeholder engagement strategies.
- 1.5 Meet with City staff to obtain additional information and input as needed. Provide all necessary design services, including but not limited to landscape, civil, structural, electrical, and mechanical design according to the evaluation and recommendations, and the following design criteria:
  - 1.5.1 2019 California Building Codes.
  - 1.5.2 2019 California Fire Codes.

- 1.5.3 2019 National Fire Protection Association (NFPA): 2019 NFPA 72.
  - 1.5.4 Playcore grant requirements.
  - 1.5.5 Remote alarm/communication for HVAC system.
  - 1.5.6 WIFI and electronic access for building.
  - 1.5.7 Parks and Recreations Design Standards.
  - 1.5.8 Comply with age-friendly, inclusionary design standards, and values.
  - 1.5.9 Sustainability and green infrastructure guidelines in National Recreation and Park Association (NRPA).
  - 1.5.10 Fall protection system for roof-top equipment (if needed).
  - 1.5.11 Playground safety, hazard identification, equipment specifications, surfacing/space requirements guidelines in NRPA's Certified Playground Safety Inspector (CPSI) program. Consultant shall have CPSI as part of its team.
- 1.6 Perform geotechnical investigation and provide report.
  - 1.7 Work with City staff and community to develop park master and playground schematic plan(s).
  - 1.8 Perform needed topographic survey for existing site, plans layout, and final approved improvements (from the evaluation/recommendation) for use as base layout for the Project's master and playground schematic plans.
  - 1.9 Provide project estimate that includes an itemized list of bid items. The project estimate shall be accurate and prepared based upon current construction pricing and escalated to mid construction. CONSULTANT shall review recent bids, and contact vendors, suppliers, and contractors as necessary to develop an accurate cost estimate. The CONSULTANT shall provide the assumptions and supporting documents used to prepare the estimate. The project estimate shall consider the following factors:
    - 1. Recent similar Projects bided in the Bay Area, especially in the South Bay.
    - 2. Current economic trend.
    - 3. When the Project will be bided.
    - 4. When construction will occur.
    - 5. The risks that contractors need to consider for the Project.
  - 1.10 Develop project schedule. Schedule shall include all needed times to complete all tasks, including City's review times, permitting process, and construction period.
  - 1.11 Meet with City staff to review City comments on park master and schematic design, and gain concurrence as to how the documents will be revised as appropriate to incorporate City comments.
  - 1.12 Plan, coordinate, schedule, attend meetings, and produce meeting minutes with action items for all meetings with the City as deemed necessary to efficiently complete this phase of the design in a timely manner.

### Task 1 Deliverables – Electronic and hard copy format:

1. Evaluation report (draft and final) – One (1) PDF of draft and final report and one (1) Microsoft Word file of final report.
2. Soil report – One (1) PDF
3. Draft park master & schematic plans: One (1) PDF and one (1) AutoCAD file.
4. Consultant's CPSI signs off on schematic design for playground with emphasis on all elements of play and related requirements for the playground.
5. Project schedule – One (1) PDF and one (1) Microsoft Project file.
6. Budget estimate – One (1) PDF and one (1) Microsoft Excel file.
7. Miscellaneous project information (as requested).
8. Meeting minutes – one (1) PDF and one (1) Microsoft Word file.

### Task 2.0: Community Outreach

Consultant shall work closely with City staff to develop meeting strategy and format to engage the community.

- 2.1 Develop presentation materials, exhibits, design alternatives, and questionnaires for public workshops/meetings.
- 2.2 Plan, coordinate, schedule, attend workshops/meetings, and produce meeting minutes. Plan for three (3) workshops/meetings.
- 2.3 Based on community's input, refine, and develop final park master plan and playground schematic plan.
- 2.4 Produce meeting minutes with action items.

### Task 2 Deliverables – Electronic and hard copy format:

1. Exhibits, alternative, & questionnaires – PDFs and hard copies as needed.
2. Final master & schematic plans: One (1) PDF and one (1) AutoCAD file
3. Miscellaneous Project information (as requested).
4. Meeting minutes – one (1) PDF and one (1) Microsoft Word file.

### Task 3.0: PRC & CC Meetings

Consultant shall assist City staff to present the Project to Parks & Recreation Commission and City Council.

- 3.1 Prepare PowerPoint presentation using City template, including plans and alternatives, for Parks & Recreation Commission meetings. Plan for two (2) PRC meetings.
- 3.2 Prepare PowerPoint presentation, including plans and alternatives, for City Council Meetings. Plan for two (2) meetings.

- 3.3 Produce meeting minutes with action items, if applicable.
- 3.4 Provide CEQA determination and assist in filing paperwork.

Task 3 Deliverables – Electronic and hard copy format:

1. Presentation materials, exhibits, & alternative – PDFs and MS PowerPoint file.
2. Revised final master & schematic plans: One (1) PDF and one (1) AutoCAD file.
3. Miscellaneous Project information (as requested).
4. Meeting minutes – one (1) PDF and one (1) Microsoft Word file

**AGREEMENT FOR DESIGN PROFESSIONAL SERVICES  
BETWEEN THE  
CITY OF SANTA CLARA, CALIFORNIA,  
AND  
GATES AND ASSOCIATES LANDSCAPE ARCHITECTURE, INC.  
FOR  
WESTWOOD OAKS PLAYGROUND REHABILITATION PROJECT**

**EXHIBIT B  
SCHEDULE OF FEES**

**I. GENERAL PAYMENT**

The total payment to the Consultant for Basic Services, as stated in **Exhibit A**, shall not exceed \$80,710. The amount billed to City for pre-approved Additional Services shall not exceed the sum of \$12,107. In no event shall the amount billed to City by Consultant for Services under this Agreement exceed \$92,817, subject to budget appropriations.

Consultant shall bill City on a monthly basis for Services provided by Consultant during the preceding month on an invoice and in a format approved by City and subject to verification and approval by City. Billing shall be proportionate to the Services performed for each task completed. The invoice shall describe the Task completed, and percentage completed by Task, and total during the invoice period. The invoice shall also show the total to be paid for the invoice period. City will pay Consultant within thirty (30) days of City's receipt of an approved invoice.

**II. BASIC SERVICES**

The total payment to Consultant for all work necessary for performing all Tasks, as stated in **Exhibit A**, shall be in proportion to Services rendered and on a Time-and-Material not-to-exceed basis.

The Consultant fee allocated to each Task, as shown below, shall be the Consultant's full compensation for all the Consultant Services required for the Project and by this Agreement, as directed by the City, and no additional compensation shall be allowed. The total amount of all the Tasks is a not-to-exceed amount.

The amount for each Task and the total amount of all the Tasks are as listed below:

<u>Description of work and task</u>	<u>Cost for Basic Services</u>
Task No. 1 – Preliminary Engineering and Evaluation	\$59,725
Task No. 2 – Community Outreach	\$13,865
Task No. 3 – Parks and Recreation Commission and City Council’s Approval	\$7,120
TOTAL COST	\$80,710

In no event shall the amount billed to City by Consultant for BASIC SERVICES under this Agreement exceed eighty thousand seven hundred ten dollars (\$80,710).

**III. REIMBURSABLE EXPENSES**

There are no reimbursable expenses.

**IV. ADDITIONAL SERVICES**

Additional Services consists of work not included in the Scope of Services outlined within this Agreement. Pre-approved Additional Services shall be billed to City at the fixed hourly rates shown below in Section V, RATE SCHEDULE, or at an agreed negotiated lump sum price. Monthly billing for Additional Services shall be consistent with the term set forth in this Agreement. Payment for any Additional Services is allowed only if written authorization is given by the City Engineer in advance of the work to be performed. Additional Services shall not exceed \$12,107.

**V. RATE SCHEDULE**

**Personnel Charges**

Charges for personnel engaged in professional and/or technical work are based on the actual hours directly chargeable to the project.

The pay rates for the project by classification are listed below:

**Primary Consultant – GATES AND ASSOCIATES LANDSCAPE ARCHITECTURE, INC.:**

**I. HOURLY FEES**

<b>HOURLY FEES FOR SERVICES OF:</b>	<b>RATE PER HOUR:</b>
Partner	\$190.00 - \$225.00
Principal	\$160.00 - \$195.00
Associate Principal	\$140.00 - \$165.00
Senior Associate	\$130.00 - \$145.00
Job Captain	\$120.00 - \$135.00
Sr. Irrigation Designer	\$145.00 - \$170.00
Irrigation Design Technician	\$95.00 - \$115.00
Sr. Visual Communications Designer	\$130.00 - \$155.00
Community Outreach Facilitator	\$145.00 - \$175.00
Marketing Coordinator	\$95.00 - \$145.00
Administrative/Drafter	\$90.00 - \$125.00

**II. EXPENSES (REIMBURSABLES)**

- A. Consultants at approximately the same rates indicated above or on consultant fee schedules.
- B. Other direct expenses at cost which may include:
  - 1. Printing and reproduction costs.
  - 2. Mileage and travel costs.
  - 3. Miscellaneous

Hourly rates may be adjusted on January 1 of each year and shall apply for any services rendered after that date.

---

## Subconsultant Billing Rates:



### SANDIS STANDARD HOURLY CHARGE RATES

Enforced January 1, 2021 Through December 31, 2021

#### ENGINEERING AND QSD/P SERVICES

#### HOURLY RATE

Project Control Specialist/ Clerical		\$90.00
Computer/ Field/ Engineer Technician	Level I	\$105.00
	Level II	\$115.00
	Level III	\$125.00
Sr. Engineer Technician		\$130.00
Field Technician	Level I	\$105.00
	Level II	\$125.00
	Level III	\$135.00
Design Engineer	Level I	\$120.00
	Level II	\$125.00
	Level III	\$130.00
Project Engineer/ Traffic Engineer	Level I	\$140.00
	Level II	\$155.00
	Level III	\$175.00
Senior Engineer	Level I	\$190.00
Engineering Project Manager	Level I	\$185.00
	Level II	\$215.00
Associate Project Manager/ Senior Project Manager/ Senior Traffic Engineer		\$235.00
Principal		\$350.00
Forensic Review/ Analysis/ Claim Support		\$250.00

#### SURVEYING SERVICES / HIGH DEFINITION SCANNING / 3-D MODELING SERVICES

CAD/ Surveying/ Scanning Technician	Level I	\$105.00
	Level II	\$110.00
	Level III	\$125.00
Project Surveyor/ Scanning Specialist	Level I	\$135.00
	Level II	\$145.00
	Level III	\$175.00
Survey Project Manager	Level I	\$185.00
	Level II	\$215.00
Senior Field Survey Supervisor (PLS)		\$235.00
Utility Locating Services 1-Person Crew		\$175.00
Utility Locating Manager		\$150.00
Traffic Safety Flagger		\$115.00
1-Person Survey Crew		\$195.00
2-Person Crew		\$305.00
2-Person Survey Crew w/ Apprentice		\$385.00

**Reimbursable Costs** Printing, monuments, materials, outside services and consultants, courier/delivery services, express/ overnight mail, travel/per diem, agency fees advances, etc., at cost plus 10%.

**Overtime** All overtime charges are invoiced on the basis of one and one-half times the above rates. Double time invoiced at two times the above rates.

**Escalation** Escalation for future years shall be at a minimum of 3.5% increase per year. Sandis at its sole discretion may utilize its subsidiaries to perform the services presented in this proposal.

## FEE SCHEDULE



### Hourly Rates

Principal	\$235/hr.
Associate	\$190/hr.
Architect 3	\$180/hr.
Architect 2	\$160/hr.
Architect 1	\$150/hr.
Job Captain	\$130/hr.
Senior Draftsperson	\$120/hr.
Draftsperson	\$115/hr.
Jr. Draftsperson	\$105/hr.
Int. Project Designer	\$130/hr.
Int. Staff Designer	\$110/hr.
Administrative Staff	\$ 85/hr.

## BSK Associates - January 1, 2021 to June 30, 2021 Prevailing Wage Schedule of Fees

PERSONNEL RATES	
<b>PROFESSIONAL STAFF</b>	
Principal	\$ 248.00
Senior Professional	\$ 221.00
Project Professional II	\$ 204.00
Project Professional I	\$ 171.00
Staff Professional II	\$ 154.00
Staff Professional I	\$ 138.00
Seismic GIS	\$ 193.00
GIS Specialist	\$ 138.00
Information Specialist II	\$ 154.00
Information Specialist I	\$ 138.00
CAD	\$ 100.00
Project Administrator	\$ 95.00
<b>EQUIPMENT</b>	
Nuclear Gauge (Day)	\$ 61.00
Ultrasonic Weld Equipment (Day)	\$ 61.00
Torque Wrench (Day)	\$ 61.00
Proof Load Equipment (Day)	\$ 61.00
Rebar Locator / Pachometer	\$ 110.00
Hand Auger (Day)	\$ 221.00
Water Meter (Day)	\$ 56.00
Drilling Kit - Paint, stakes and lath - (Project)	\$ 29.00
Drilling Supplies - Reuse of tubes/caps (Project)	\$ 276.00
Manometer (Day)	\$ 221.00
Double Ring Infiltrometer (Day)	\$ 551.00
<b>ANALYSIS SOFTWARE USAGE FEES</b>	
gINT (Project)	\$ 56.00
LPile (Project)	\$ 56.00
APile (Project)	\$ 56.00
SHAFT (Project)	\$ 56.00
GROUP (Project)	\$ 110.00
Cliq (Project)	\$ 56.00
LiquefyPro (Project)	\$ 56.00
LiqIT (Project)	\$ 56.00
NovoLIQ (Project)	\$ 56.00
Slide (Project)	\$ 110.00
Settle3D (Project)	\$ 110.00
ArcGIS (Project)	\$ 56.00
EZ-FRISK (Per Project Site / Site Class)	\$ 525.00
<b>TECHNICAL STAFF (PREVAILING WAGE)</b>	
Field Supervisor	\$ 171.00
Group 1 - Special Inspector	\$ 149.00
Group 2 - Special Inspector	\$ 142.00
Group 3 - Engineering Technician	\$ 129.00
Group 4 - Technician	\$ 112.00
Ground Penetrating Radar Scanning Technician	\$ 289.00
Core Drilling Technician	\$ 210.00
Floor Flatness Testing Technician	\$ 189.00
Sample Pickup / Transportation / Delivery	\$ 108.00
Laboratory Technician	\$ 108.00
Administrative Assistant / Clerical	\$ 86.00
Litigation support	1.5x standard rate
<b>BASIS OF CHARGES FOR FIELD TECHNICIAN SERVICES</b>	
Certified Payroll / DIR Upload	Bill 4 hours
Field Work from 0 to 4 hours	Bill 4 hours
Field Work from 4 to 8 hours	Bill 8 hours
Field Work over 8 hours / Saturdays	Bill time and a half
Sundays, holidays and over 12 hours	Bill doubletime
Swing shift (4:00pm to Midnight)	Add \$20.00 per hour
Graveyard Shift	Add \$30.00 per hour
Show-up time (no work performed)	Bill 2 hours
Sampling or cylinder pickup, minimum charge	Bill 2 hours
<b>DIR/PREVAILING WAGE ADMINISTRATION FEES (MONTHLY)</b>	
Certified Payroll / DIR Upload	\$ 300.00
Non-Performance Certified Payroll / DIR Upload	\$ 100.00
Subcontractor Management / Compliance Forms	\$ 100.00
Additional LCP Tracker or Other Compliance Software	\$ 200.00
Additional Special Forms, as required	\$ 150.00
<b>REIMBURSABLES</b>	
Mileage (Portal to Portal)	\$ 0.88
Per Diem (as required)	\$ 150.00
Bridge Toll	Cost + 15%
Parking Fees	Cost + 15%
Subconsultant/Subcontractor Services, Vendors, and Expenses	Cost + 15%
Project Administration Fees	7% of Invoice
DIR Administration Fees	3% of Invoice
Project Setup (Project)	\$500.00
<b>MATERIALS LABORATORY TESTS</b>	
<b>SOILS</b>	
<b>Moisture Density Curves</b>	
Standard Proctor, 4" (ASTM/AASHTO)	\$ 256.00
Modified Proctor, 4" Mold (ASTM/AASHTO)	\$ 256.00
Modified Proctor, 6" mold (ASTM D1557)	\$ 272.00
Caltrans Maximum Wet Density (CT 216)	\$ 233.00
Check Point	\$ 148.00
<b>Particle Size Analysis</b>	
Sieve Analysis w/ Wash (ASTM D422)	\$ 185.00
Minus #200 Wash, Soil (ASTM D1140)	\$ 90.00
Hydrometer Analysis (ASTM D422)	\$ 244.00
Double Hydrometer (ASTM D4221)	\$ 340.00
Specific Gravity of Soil (ASTM D854)	\$ 174.00
Visual Classification (ASTM D2488)	\$ 47.00
Sand Equivalent (ASTM D2419)	\$ 137.00
% Organics in Soil (ASTM D2974)	\$ 149.00
<b>Atterberg Limits / Swell Tests</b>	
Plasticity Index (ASTM D4318)	\$ 238.00
Shrinkage Limits of Soils (ASTM D427)	\$ 222.00
Expansion Index of Soils (UBC No. 29)	\$ 256.00
<b>Moisture Density Test</b>	
Tube Density	\$ 54.00
Moisture Content of Soils (ASTM D2216)	\$ 47.00
<b>"R" Value Determination</b>	
R-Value of Soils (CT 301)	\$ 432.00
R-Value of Treated Materials (CT 301))	\$ 478.00
<b>Consolidation Tests</b>	
Consolidation (ASTM D2435)	\$ 455.00
Consolidation , Extra Points (ASTM D2435)	\$ 61.00
Collapse Potential of Soils (ASTM D2435)	\$ 222.00
Remolded Consolidation (ASTM D2435)	\$ 386.00
One-Dimen Swell of Soil (ASTM D4546)	\$ 142.00
<b>California Bearing Ratio (CBR)</b>	
CBR at 100% (ASTM D1883 or AASHTO T-180)	\$ 557.00
CBR at 95% (ASTM D1883 or AASHTO T-180)	\$ 1,079.00
<b>Permeability Tests</b>	
Rigid Wall Permeability (ASTM D2434)	\$ 307.00
Flexible Wall Permeability (ASTM D5084)	\$ 478.00
Remolded Flexwall Perm (ASTM D5084)	\$ 608.00
<b>Soil Corrosivity Tests</b>	
Minimum Resistivity of Soils (CT 643)	\$ 153.00
pH	\$ 71.00
Soluble Sulfate, Chloride and Sulfide	\$ 142.00
Oxidation Reduction of Soil	\$ 61.00
<b>Soil Cement Tests</b>	
Freeze Thaw Abrasion (ASTM D560)	\$ 681.00
Wetting-Drying Abrasion (ASTM D559)	\$ 647.00
Preparation of Freeze-Thaw or Wetting-Drying Tests	\$ 818.00
Soil Cement Compression (ASTM D1633)	\$ 261.00
Cement Content Soil Cement (ASTM C1084)	\$ 261.00
<b>Other</b>	
Sample Preparation	\$ 71.00
Crumb Test Disperstion (ASTM D6572)	\$ 85.00
Pinhole Dispersion Test (ASTM)	\$ 272.00
Sand Density Calibration (ASTM D1566)	\$ 102.00
<b>Unconfined Compression</b>	
Unconfined Compression (ASTM D2166)	\$ 137.00
<b>Shear Tests</b>	
Direct Shear, Undisturbed (ASTM D3080)	\$ 238.00
Direct Shear, Remolded (ASTM D3080)	\$ 285.00
Triaxial Compression Testing	QUOTE



***Fees for Services***

HortScience | Bartlett Consulting

---

**Hourly Rates**

Principals	\$220.00/hour
Consulting Arborist	\$180.00/hour
Expert Witness	\$300.00/hour
Arborist	\$150.00/hour
GIS/CAD Specialist	\$150.00/hour
Clerk	\$70.00/hour

---

Hourly fees are portal-to-portal. Direct expenses such as reproduction and shipping shall be reimbursed at cost plus 15%. Mileage shall be reimbursed at the latest published IRS rate, currently \$0.56 per mile (from Pleasanton).

---

March 2021



**CHARGE RATE SCHEDULE<sup>1</sup>**

<u>Title</u>	<u>Hourly Rate</u>
Senior Principal	\$ 300.00
Principal Project Manager	\$ 275.00
Senior Environmental Specialist	\$ 240.00
Senior Project Manager	\$ 215.00
Environmental Specialist	\$ 200.00
Biologist	\$ 190.00
Project Manager	\$ 190.00
Associate Project Manager	\$ 160.00
Assistant Project Manager	\$ 130.00
Researcher	\$ 115.00
Draftsperson/Graphic Artist	\$ 120.00
Document Processor/Quality Control	\$ 110.00
Administrative Manager	\$ 110.00
Office Support	\$ 95.00

Materials, outside services and subconsultants include a 15% administration fee.  
 Mileage will be charged per the current IRS standard mileage rate at the time costs occur.  
 Subject to revision June 1, 2021.

<sup>1</sup> David J. Powers & Associates, Inc. (DJP&A) provides regular, clear, and accurate invoices, in accordance with normal company billing procedures. The cost estimate prepared for this project does not include special accounting or bookkeeping procedures, nor does it include preparation of extraordinary or unique statements or

**RATE SCHEDULE**

ATIUM ENGINEERING

**HOURLY FEES**

**HOURLY FEES FOR SERVICES OF:**

Engineering  
Drafting  
Administrative

**RATE PER HOUR:**

\$180  
\$125  
\$90

**RATE SCHEDULE**

PROACTIVE RISK SOLUTIONS

**HOURLY FEES**

**HOURLY FEES FOR SERVICES OF:**

Doug Evers

**RATE PER HOUR:**

\$95 - \$125



**Capital Engineering Consultants, Inc.  
2021 Billing Rates**

Sr. Principal	\$230.00 / hour
Principal	\$210.00 / hour
Director	\$200.00 / hour
Sr. Project Manager	\$190.00 / hour
Project Manager	\$182.00 / hour
Field Services	\$180.00 / hour
Senior Engineer	\$164.00 / hour
Engineer	\$149.00 / hour
Senior Designer	\$139.00 / hour
Designer	\$128.00 / hour
Technician / CADD	\$118.00 / hour
Intern	\$113.00 / hour
Project Administrator	\$98.00 / hour
Sr. Admin.	\$67.00 / hour
Clerical / Admin.	\$54.00 / hour



**KAM YAN & ASSOCIATES**

Structural Engineers

---

BILLING RATE SCHEDULE

*January, 2021*

**STAFF**

**HOURLY RATE**

Principal Engineer	\$225 per hour
Project Manager	\$190 per hour
Senior Structural Engineer	\$175 per hour
Staff Engineer	\$150 per hour
CAD Drafters	\$110 per hour

**AGREEMENT FOR DESIGN PROFESSIONAL SERVICES  
BETWEEN THE  
CITY OF SANTA CLARA, CALIFORNIA,  
AND  
GATES AND ASSOCIATES LANDSCAPE ARCHITECTURE, INC.  
FOR  
WESTWOOD OAKS PLAYGROUND REHABILITATION PROJECT**

**EXHIBIT C  
INSURANCE REQUIREMENTS**

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

**A. COMMERCIAL GENERAL LIABILITY INSURANCE**

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

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

2. Exact structure and layering of the coverage shall be left to the discretion of Contractor; however, any excess or umbrella policies used to meet the required limits shall be at least as broad as the underlying coverage and shall otherwise follow form.
3. The following provisions shall apply to the Commercial Liability policy as well as any umbrella policy maintained by the Contractor to comply with the insurance requirements of this Agreement:
  - a. Coverage shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits;
  - b. There shall be no cross liability exclusion which precludes coverage for claims or suits by one insured against another; and

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

## B. BUSINESS AUTOMOBILE LIABILITY INSURANCE

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

In the event that the Work being performed under this Agreement involves transporting of hazardous or regulated substances, hazardous or regulated wastes and/or hazardous or regulated materials, Contractor and/or its subcontractors involved in such activities shall provide coverage with a limit of one million dollars (\$1,000,000) per accident covering transportation of such materials by the addition to the Business Auto Coverage Policy of Environmental Impairment Endorsement MCS90 or ISO endorsement form CA 99 48, which amends the pollution exclusion in the standard Business Automobile Policy to cover pollutants that are in or upon, being transported or towed by, being loaded onto, or being unloaded from a covered auto.

## C. WORKERS' COMPENSATION

1. Workers' Compensation Insurance Policy as required by statute and employer's liability with limits of at least one million dollars (\$1,000,000) policy limit Bodily Injury by disease, one million dollars (\$1,000,000) each accident/Bodily Injury and one million dollars (\$1,000,000) each employee Bodily Injury by disease.
2. The indemnification and hold harmless obligations of Contractor included in this Agreement shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefit payable by or for Contractor or any subcontractor under any Workers' Compensation Act(s), Disability Benefits Act(s) or other employee benefits act(s).
3. This policy must include a Waiver of Subrogation in favor of the City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents.

## D. PROFESSIONAL LIABILITY

Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designed to protect against negligent acts, errors or omissions of the Contractor. Covered services as designated in the policy must specifically include work performed under this agreement. Coverage shall be in an amount of not less than one million dollars (\$1,000,000) per claim or

two million dollars (\$2,000,000) aggregate. Any coverage containing a deductible or self-retention must first be approved in writing by the City Attorney's Office.

#### E. COMPLIANCE WITH REQUIREMENTS

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

1. Additional Insureds. City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents are hereby added as additional insureds in respect to liability arising out of Contractor's work for City, using ISO Endorsement CG 20 10 11 85, or the combination of CG 20 10 03 97 and CG 20 37 10 01, or its equivalent.
2. Primary and non-contributing. Each insurance policy provided by Contractor shall contain language or be endorsed to contain wording making it primary insurance as respects to, and not requiring contribution from, any other insurance which the indemnities may possess, including any self-insurance or self-insured retention they may have. Any other insurance indemnities may possess shall be considered excess insurance only and shall not be called upon to contribute with Contractor's insurance.
3. Cancellation.
  - a. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided due to non-payment of premiums shall be effective until written notice has been given to City at least ten (10) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least ten (10) days prior to the effective date of non-renewal.
  - b. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided for any cause save and except non-payment of premiums shall be effective until written notice has been given to City at least thirty (30) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least thirty (30) days prior to the effective date of non-renewal.
4. Other Endorsements. Other endorsements may be required for policies other than the commercial general liability policy if specified in the description of required insurance set forth in Sections A through E of this Exhibit C, above.

## F. ADDITIONAL INSURANCE RELATED PROVISIONS

Contractor and City agree as follows:

1. Contractor agrees to ensure that subcontractors, and any other party involved with the Services, who is brought onto or involved in the performance of the Services by Contractor, provide the same minimum insurance coverage required of Contractor, except as with respect to limits. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. Contractor agrees that upon request by City, all agreements with, and insurance compliance documents provided by, such subcontractors and others engaged in the project will be submitted to City for review.
2. Contractor agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Contractor for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.
3. The City reserves the right to withhold payments from the Contractor in the event of material noncompliance with the insurance requirements set forth in this Agreement.

## G. EVIDENCE OF COVERAGE

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

## H. EVIDENCE OF COMPLIANCE

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

certificates, endorsements, coverage verifications and other items required to be delivered to City pursuant to this Agreement shall be mailed to:

EBIX Inc.

City of Santa Clara – Public Works Department

P.O. Box 100085 – S2

or

1 Ebix Way

Duluth, GA 30096

John's Creek, GA 30097

Telephone number: 951-766-2280

Fax number: 770-325-0409

Email address: [ctsantaclara@ebix.com](mailto:ctsantaclara@ebix.com)

#### I. QUALIFYING INSURERS

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

**AGREEMENT FOR DESIGN PROFESSIONAL SERVICES  
BETWEEN THE  
CITY OF SANTA CLARA, CALIFORNIA,  
AND  
GATES AND ASSOCIATES LANDSCAPE ARCHITECTURE, INC.  
FOR  
WESTWOOD OAKS PLAYGROUND REHABILITATION PROJECT**

**EXHIBIT D  
LABOR COMPLIANCE ADDENDUM**

This Agreement is subject to the requirements of California Labor Code section 1720 et seq. requiring the payment of prevailing wages, the training of apprentices, and compliance with other applicable requirements. If applicable to the Services, Consultant or its subconsultant(s), as applicable, shall comply with the following requirements.

A. Prevailing Wage Requirements

1. Consultant shall be obligated to pay not less than the General Prevailing Wage Rate, which can be found at [www.dir.ca.gov](http://www.dir.ca.gov) and are on file with the City Clerk's office, which shall be available to any interested party upon request. Consultant is also required to have a copy of the applicable wage determination posted and/or available at each job site.
2. Specifically, consultants are reminded of the need for compliance with Labor Code Section 1774-1775 (the payment of prevailing wages and documentation of such), Section 1776 (the keeping and submission of accurate certified payrolls) and 1777.5 in the employment of apprentices on public works projects. Further, overtime must be paid for work in excess of 8 hours per day or 40 hours per week pursuant to Labor Code Section 1811-1813.
3. Special prevailing wage rates generally apply to work performed on weekends, holidays and for certain shift work. Depending on the location of the project and the amount of travel incurred by workers on the project, certain travel and subsistence payments may also be required. Consultants and subconsultants are on notice that information about such special rates, holidays, premium pay, shift work and travel and subsistence requirements can be found at [www.dir.ca.gov](http://www.dir.ca.gov) .
4. Only bona fide apprentices actively enrolled in a California Division of Apprenticeship Standards approved program may be employed on the project as an apprentice and receive the applicable apprenticeship prevailing wage rates. Apprentices who are not properly supervised and employed in the appropriate ratio shall be paid the full journeyman wages for the classification of work performed.

5. As a condition to receiving progress payments, final payment and payment of retention on any and all projects on which the payment of prevailing wages is required, Consultant agrees to present to City, along with its request for payment, all applicable and necessary certified payrolls (for itself and all applicable subconsultants) for the time period covering such payment request. The term "certified payroll" shall include all required documentation to comply with the mandates set forth in Labor Code Section 1720 *et seq*, as well as any additional documentation requested by the City or its designee including, but not limited to: certified payroll, fringe benefit statements and backup documentation such as monthly benefit statements, employee timecards, copies of wage statements and cancelled checks, proof of training contributions (CAC2 if applicable), and apprenticeship forms such as DAS-140 and DAS-142.
6. In addition to submitting the certified payrolls and related documentation to City, Consultant and all subconsultants shall be required to submit certified payroll and related documents electronically to the California Department of Industrial Relations. Failure to submit payrolls to the DIR when mandated by the project parameters shall also result in the withholding of progress, retention and/or final payment.
7. No consultant or subconsultant may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
8. No consultant or subconsultant may be awarded a contract for public work on a public works project, unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. Consultants **MUST** be a registered "public works consultant" with the DIR **AT THE TIME OF BID**. Where the prime contract is less than \$15,000 for maintenance work or less than \$25,000 for construction alternation, demolition or repair work, registration is not required.
9. All consultants/subconsultants and related construction Services subject to prevailing wage, including but not limited to: trucking, surveying and inspection work must be registered with the Department of Industrial Relations as a "public works consultant". Those you fail to register and maintain their status as a public works consultant shall not be permitted to perform work on the project.
10. Should any consultant or subconsultants not be a registered public works consultant and perform work on the project, Consultant agrees to fully indemnify the City for any fines assessed by the California Department of Industrial Relations against the City for such violation, including all staff costs and attorney's fee relating to such fine.

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

B. Audit Rights

All records or documents required to be kept pursuant to this Agreement to verify compliance with this Addendum shall be made available for audit at no cost to City, at any time during regular business hours, upon written request by the City Attorney, City Auditor, City Manager, or a designated representative of any of these officers. Copies of such records or documents shall be provided to City for audit at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records or documents shall be made available at Consultant's address indicated for receipt of notices in this Agreement.

C. Enforcement

1. City shall withhold any portion of a payment; including the entire payment amount, until certified payroll forms and related documentation are properly submitted, reviewed and found to be in full compliance. In the event that certified payroll forms do not comply with the requirements of Labor Code Section 1720 et seq., City may continue to hold sufficient funds to cover estimated wages and penalties under the Agreement.
2. Based on State funding sources, this project may be subject to special labor compliance requirements of Proposition 84.
3. The City is not obligated to make any payment due to Consultant until Consultant has performed all of its obligations under these provisions. This provision means that City can withhold all or part of a payment to Consultant until all required documentation is submitted. Any payment by the City despite Consultant's failure to fully perform its obligations under these provisions shall not be deemed to be a waiver of any other term or condition contained in this Agreement or a waiver of the right to withhold payment for any subsequent breach of this Addendum.

City or the California Department of Industrial Relations may impose penalties upon consultants and subconsultants for failure to comply with prevailing wage requirements. These penalties are up to \$200 per day per worker for each wage violation identified; \$100 per day per worker for failure to provide the required paperwork and documentation requested within a 10-day window; and \$25 per day per worker for any overtime violation.

**AGREEMENT FOR DESIGN PROFESSIONAL SERVICES  
BETWEEN THE  
CITY OF SANTA CLARA, CALIFORNIA,  
AND  
GATES AND ASSOCIATES LANDSCAPE ARCHITECTURE, INC.  
FOR  
WESTWOOD OAKS PLAYGROUND REHABILITATION PROJECT**

**EXHIBIT E  
MILESTONE SCHEDULE**

<b><u>Phase I</u></b>	<b><u>Duration</u></b>
Preliminary Engineering/Evaluation	7 weeks
Community Outreach	7 weeks
Parks and Recreation Commission & City Council Meeting	8 weeks

**AGREEMENT FOR DESIGN PROFESSIONAL SERVICES  
BETWEEN THE  
CITY OF SANTA CLARA, CALIFORNIA,  
AND  
GATES AND ASSOCIATES LANDSCAPE ARCHITECTURE, INC.  
FOR  
WESTWOOD OAKS PLAYGROUND REHABILITATION PROJECT**

**EXHIBIT F  
PROJECT MANAGEMENT DOCUMENTATION SOFTWARE**

**1.0 GENERAL**

This section is intended to describe the use of e-Builder Enterprise™ (e-Builder) a web-base project management software, as the median for project documentation and reporting. All costs associated with the use of the software is inclusive of the Project Exhibit B – Schedule of Fees.

**2.0 e-BUILDER PROJECT MANAGEMENT SOFTWARE PROGRAM**

The City of Santa Clara is currently using e-Builder Project Management for all related project management tasks. Consultant is required to comply with all requirements specified in this Exhibit F – PROJECT MANAGEMENT DOCUMENTATON SOFTWARE.

**3.0 REQUIREMENTS**

**A. General Requirements:**

1. Consultant and Subconsultants shall provide at a minimum, the following to its staff:
  - a) Computer: Minimum Intel Pentium® 4 Processor 2.4 GHz or equivalent processor with 512MB of RAM; recommended Centrino Duo® Processors 1.6 GHz or equivalent with 2GB of RAM, or higher;
  - b) Computer Operation System: Windows XP or later and OS X v10.8 or later;
  - c) Web Browser: Microsoft Internet Explorer 11.0 or later, Google Chrome v29.0.1 or later, Mozilla Firefox v35.0.1 or later, Safari v6.0.4 or later, Safari for iOS mobile v6.1 or later. Other browsers such as Microsoft Edge, Google Chrome for iOS, and Google Chrome for Android are available on e-Builder; however, but some features might not work as expected;

- d) Work and Spreadsheet Processors: Microsoft Office Word, Excel and Outlook;
  - e) Scheduling Software: Microsoft Project or Primavera;
  - f) Internet Service Provider: A reliable ISP in the area of the Project;
  - g) Connection Speed/Minimum Bandwidth: DSL, ADSL or T1 Line for transferring a minimum of 3 Mbps Downstream and 512 Kbps Upstream.
2. Consultant and Subconsultants shall provide its management personnel assigned to this Project with access to personal computers and the Internet on a daily basis

**B. Project Web Requirements:**

1. This project utilizes a web-based project management tool, e-Builder. This web-based application is a collaboration tool, which will allow all project team members continuous access through the Internet to important project data as well as up to the minute decision and approval status information.
2. Consultant and Subconsultants shall conduct Project controls, outlined by the City, utilizing e-Builder. This designated web-based application will be provided by the City at no costs to the Consultant and the Subconsultants. No additional software will be required. Furthermore, the City Project Manager will assist Consultant in providing training of Subconsultant's personnel.
3. Consultant and Subconsultants shall have the responsibility for visiting the Project web site on a daily basis, and as necessary to be kept fully apprised of Project developments, for correspondence, assigned tasks and other matters that transpire on the site. These may include, but are not limited to: Contracts, Contract Exhibits, Contract Amendments, Drawing Issuances, Addenda, Bulletins, Permits, Insurance & Bonds, Safety Program Procedures, Safety Notices, Accident Reports, Personnel Injury Reports, Schedules, Site Logistics, Progress Reports, Daily Logs, Non-Conformance Notices, Quality Control Notices, Punch Lists, Meeting Minutes, Requests for Information, Submittal Packages, Substitution Requests, Monthly Payment Request Applications, Supplemental Instructions, Construction Change Directives, Potential Change Orders, Change Order Requests, Change Orders, etc. All supporting data including, but not limited to, shop drawings, product data sheets, manufacturer data sheets and instructions, method statements, safety MSDS sheets, Substitution Requests, Submittals, etc. and the like will be submitted in digital format via e-Builder.

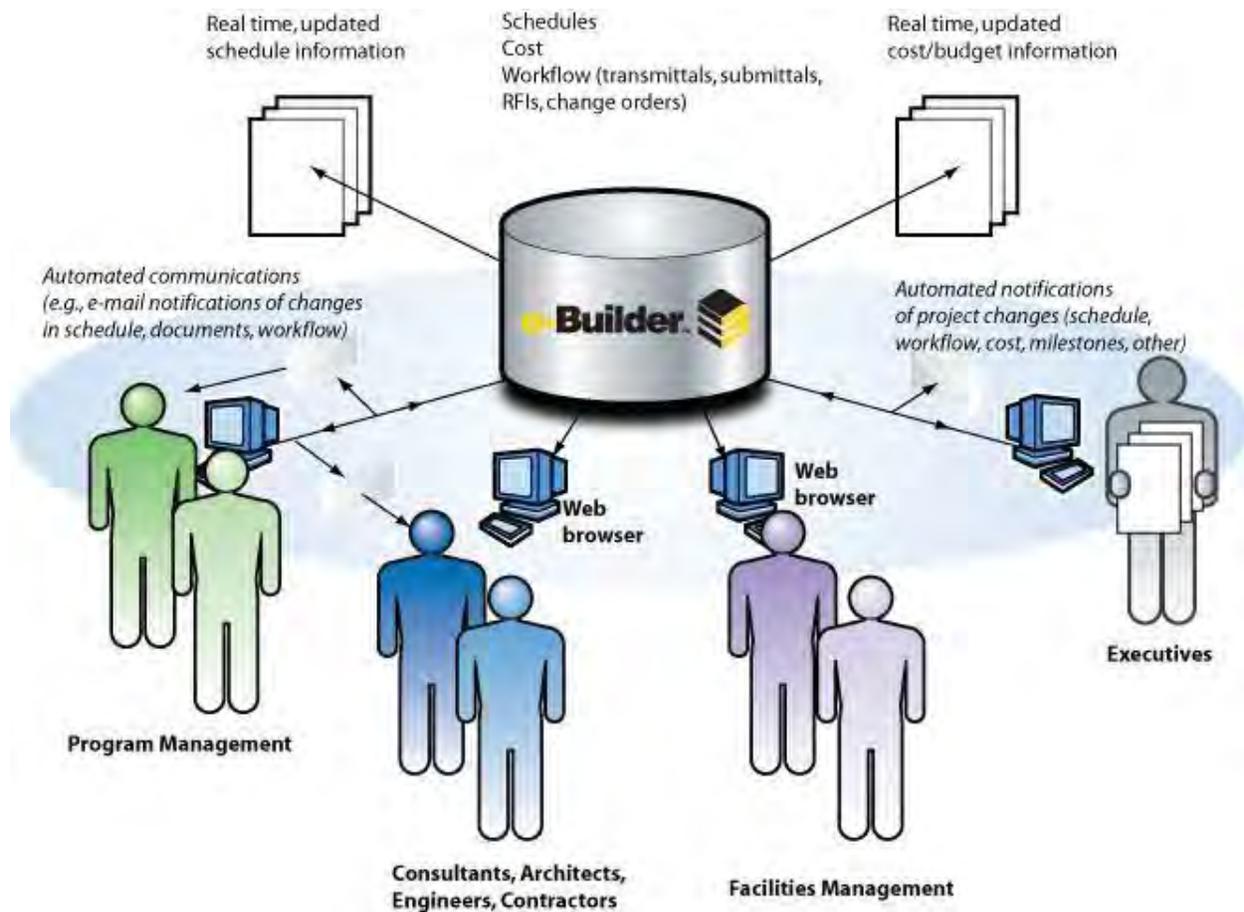
**C. Electronic File Requirements:**

Design Professional Agreement with GATES AND ASSOCIATES LANDSCAPE ARCHITECTURE, INC./Exhibit F- Project Management Documentation Software

1. In addition to the standard closeout submittal requirements detailed elsewhere in the Contract Documents, the Consultant and Subconsultants shall also submit all closeout documents including all “As-Built Drawings”, catalog cuts, and Owner’s Operation and Maintenance manuals in digital format. All documents (including as-built drawings) shall be converted or scanned into the Portable Document Format (PDF) file and uploaded to e-Builder.

#### **4.0 IMPLEMENTATION REQUIREMENTS**

- A. e-Builder is a comprehensive Project and Program Management system that will be implemented for managing documents, communications, and costs between the Contractor, Sub-contractors, Consultant, Sub-consultants, and Owner. e-Builder includes extensive reporting capabilities to facilitate detailed.
- B. Project reporting in a web-based environment that is accessible to all parties and easy to use.
- C. Central Document Vault: e-Builder system includes a central database that maintains all project information and manages project communications amongst team members.
- D. Communication/Correspondence: e-Builder provides electronic routable communication forms that provide historical tracking, documentation, and increased accountability of project members.
- E. Project Calendars: Meetings will be scheduled and maintained centrally on e-Builder by the City.
- F. Reporting: All of the project and program data including documents, communications, and costs are accessible through integrated online reports. These reporting tools are completely configurable by each user. All reports can be exported to Excel for added flexibility.



## 5.0 LICENSING REQUIREMENT

- A. User Licenses: Each user license is for access to the site consisting of unlimited data storage. Users can be direct employees of the Consultant as well as its Subconsultants and/or Suppliers.
- B. Each user license includes full access to e-Builder, including all of the documents and reports mentioned above. Furthermore, each user license provides the e-Builder software as a service (SaS) including:
  1. All hosting, operation, maintenance, and data backup of the e-Builder software and documents which are maintained in state-of-the-art data centers located throughout the United States.
  2. Quarterly e-Builder software enhancements.
  3. Unlimited phone, email, and web-based support 24-hours.

- C. e-Builder user licenses shall be obtained by the City, Owner Manager, and QA/QC Agencies for which the Design Consultant is not responsible.



## Agenda Report

21-660

Agenda Date: 7/6/2021

---

### REPORT TO COUNCIL

#### SUBJECT

Action on Agreements with DKS Associates, Kimley-Horn and Associates, Inc., and W-Trans for Traffic Engineering Consulting Support

#### COUNCIL PILLAR

Deliver and Enhance High Quality Efficient Services and Infrastructure.

#### BACKGROUND

The Department of Public Works (DPW) performs various services for the City, including applying for and administering transportation grants, multimodal transportation planning, reviewing development proposals and traffic impact analyses, approving construction traffic control plans, investigating public requests, operating and monitoring traffic signals, and implementing transportation capital projects. Based on available staffing resources and to keep up with the workload, it is necessary to use consultants to assist with these services.

Included in the Adopted Biennial Capital Improvement Program Budget for FY 2020/21 and FY 2021/22 is \$250,000 for a transportation project (Project No. 1256) titled, Traffic Engineering Consultant Support (1256). This project provides funding of \$125,000 for FY 2020/21, which was carried forward to FY 2021/22 as part of the FY 2021/22 and FY 2022/23 Adopted Operating Budget, and \$125,000 for FY 2021/22 to hire consultants to assist DPW staff in performing the services described above.

#### DISCUSSION

In February 2020, a competitive Statement of Qualifications (SOQ) was advertised on the City's bid notification system, BidSync seeking proposals from qualified consultants in order to create a shortlist of consultants for traffic engineering services. A total of 15 proposals were submitted in response to the SOQ. Proposals were independently evaluated by two DPW staff members against the criteria set forth in the SOQ, including understanding the services to be performed, firm experience, expertise, and qualifications. Based on the outcome of the evaluation, six finalists were found to be the most qualified and were selected to be on the short list of consultants: Advanced Mobility Group, DKS Associates, Hexagon, Iteris, Kimley-Horn and Associates, Inc., and W-Trans.

In November 2020, the City issued a Request for Proposals (RFP) to the six finalists to solicit proposals for traffic engineering services as part of capital project Traffic Engineering Consultant Support (1256). Staff received proposals from five of the six firms: Advanced Mobility Group, DKS Associates, Hexagon, Kimley-Horn and Associates, Inc., and W-Trans. The final proposals were independently evaluated by three DPW staff against the criteria set forth in the RFP, including staff expertise and cost.

Based on staff's evaluation, DKS Associates, Kimley-Horn and Associates, Inc., and W-Trans are recommended for award of contract having submitted the best value proposals. Issuing contracts to three firms is beneficial to the City in case a firm does not have staff available to perform services or there is a need for multiple services at the same time. Staff will request proposals from each firm for specific assignments and will assign work based on the firm's availability and proposed costs.

The proposed agreements are time and materials based and the term for each agreement is two years, ending on or about July 1, 2023.

### ENVIRONMENTAL REVIEW

The action being considered does not constitute a "project" within the meaning of the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines Section 15378(a) as it has no potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment.

### FISCAL IMPACT

The proposed agreements are for a total aggregate not-to-exceed amount of \$250,000. The FY 2021/22 and FY 2022/23 Adopted Operating Budget provides adequate funding in the existing capital project Traffic Engineering Consultant Support (1256) in the Streets and Highways Capital Fund for FY 2021/22.

### 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. Approve and authorize the City Manager to execute an agreement with DKS Associates for traffic engineering consulting support services, for a term ending on or about July 1, 2023 for a total amount not-to exceed \$83,300, subject to the appropriation of funds;
2. Approve and authorize the City Manager to execute an agreement with Kimley-Horn and Associates, Inc. for traffic engineering consulting support services, for a term ending on or about July 1, 2023 for a total amount not-to exceed \$83,300, subject to the appropriation of funds;
3. Approve and authorize the City Manager to execute an agreement with Whitelock & Weinberger Transportation, Inc., dba W-Trans, for traffic engineering consulting support services, for a term ending on or about July 1, 2023 for a total amount not-to exceed \$83,300, subject to the appropriation of funds;
4. Authorize the City Manager to make minor modifications to the agreements, including amending the not-to-exceed amounts, as long as the cumulative compensation of all three agreements does not exceed \$250,000 for the initial two-year term, if necessary; and
5. Authorize the City Manager to exercise up to two one-year options to extend the agreements after the initial two-year term, with the final term ending on July 1, 2025 if all options are exercised, and

subject to the appropriation of funds.

Reviewed by: Craig Mobeck, Director of Public Works

Approved by: Deanna J. Santana, City Manager

**ATTACHMENTS**

1. Agreement with DKS Associates
2. Agreement with Kimley-Horn and Associates, Inc.
3. Agreement with W-Trans

**AGREEMENT FOR DESIGN PROFESSIONAL SERVICES  
BETWEEN THE  
CITY OF SANTA CLARA, CALIFORNIA,  
AND  
DKS ASSOCIATES**

**PREAMBLE**

This Agreement is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and DKS Associates, a California corporation, doing business as DKS, (Consultant). City and Consultant may be referred to individually as a “Party” or collectively as the “Parties” or the “Parties to this Agreement.”

**RECITALS**

- A. City desires to secure the design professional services, more fully described in this Agreement, at Exhibit A, entitled “Scope of Services”;
- B. “Design professional” includes licensed architects, licensed landscape architects, registered professional engineers and licensed professional land surveyors;
- C. Consultant represents that it, and its subconsultants, if any, have the professional qualifications, expertise, necessary licenses and desire to provide certain goods and/or required services of the quality and type which meet objectives and requirements of City; and,
- D. The Parties have specified herein the terms and conditions under which such services will be provided and paid for.

The Parties agree as follows:

**AGREEMENT TERMS AND CONDITIONS**

**1. AGREEMENT DOCUMENTS**

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

Exhibit A – Scope of Services

Exhibit B – Schedule of Fees

Exhibit C – Insurance Requirements

Exhibit D – Labor Compliance Addendum

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

**2. TERM OF AGREEMENT**

Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on July 1, 2021 and terminate on July 1, 2023.

**3. SCOPE OF SERVICES & PERFORMANCE SCHEDULE**

Consultant shall perform those Services specified in Exhibit A within the time stated in Exhibit A. Time is of the essence.

**4. WARRANTY**

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

**5. QUALIFICATIONS OF CONSULTANT - STANDARD OF CARE**

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

**6. COMPENSATION AND PAYMENT**

In consideration for Consultant's complete performance of Services, City shall pay Consultant for all materials provided and Services rendered by Consultant in accordance with Exhibit B, entitled "SCHEDULE OF FEES." The maximum compensation of this Agreement is eighty-three thousand three hundred dollars (\$83,300), subject to budget appropriations, which includes all payments that may be authorized for Services and for expenses, supplies, materials and

equipment required to perform the Services. All work performed or materials provided in excess of the maximum compensation shall be at Consultant's expense. Consultant shall not be entitled to any payment above the maximum compensation under any circumstance.

## **7. TERMINATION**

- A. Termination for Convenience. City shall have the right to terminate this Agreement, without cause or penalty, by giving not less than Thirty (30) days' prior written notice to Consultant.
- B. Termination for Default. If Consultant fails to perform any of its material obligations under this Agreement, in addition to all other remedies provided by law, City may terminate this Agreement immediately upon written notice to Consultant.
- C. Upon termination, each Party shall assist the other in arranging an orderly transfer and close-out of services. As soon as possible following the notice of termination, but no later than ten (10) days after the notice of termination, Consultant will deliver to City all City information or material that Consultant has in its possession.

## **8. ASSIGNMENT AND SUBCONTRACTING**

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

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

## **9. NO THIRD PARTY BENEFICIARY**

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

## **10. INDEPENDENT CONSULTANT**

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

## **11. CONFIDENTIALITY OF MATERIAL**

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

## **12. OWNERSHIP OF MATERIAL**

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

## **13. RIGHT OF CITY TO INSPECT RECORDS OF CONSULTANT**

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

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

## **14. HOLD HARMLESS/INDEMNIFICATION**

To the extent permitted by law, Consultant agrees to protect, defend, hold harmless and indemnify City, its City Council, commissions, officers, employees, volunteers and agents from and against any claim, injury, liability, loss, cost,

and/or expense or damage, including all costs and attorney's fees in providing a defense to any such claim or other action, and whether sounding in law, contract, tort, or equity, to the extent arising out of, pertaining to, or related to the negligence, recklessness, or willful misconduct of the Consultant, its employees, subconsultants, or agents in the performance, or non-performance, of Services under this Agreement.

**15. INSURANCE REQUIREMENTS**

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

**16. WAIVER**

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

**17. NOTICES**

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

City of Santa Clara  
Attention: Department of Public Works  
1500 Warburton Avenue  
Santa Clara, CA 95050  
and by e-mail at [JYEE@santaclaraca.gov](mailto:JYEE@santaclaraca.gov) , and  
[MANAGER@santaclaraca.gov](mailto:MANAGER@santaclaraca.gov)

And to Consultant addressed as follows:

DKS Associates  
Attention: David Mahama, Project Manager  
1970 Broadway, Suite 740  
Oakland, CA 94612  
and by e-mail at [dcm@dksassociates.com](mailto:dcm@dksassociates.com)

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

## **18. COMPLIANCE WITH LAWS**

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

## **19. CONFLICTS OF INTEREST**

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

## **20. FAIR EMPLOYMENT**

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

## **21. NO USE OF CITY NAME OR EMBLEM**

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

## **22. GOVERNING LAW AND VENUE**

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

**23. SEVERABILITY CLAUSE**

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

**24. AMENDMENTS**

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

**25. COUNTERPARTS**

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

**CONTINUED ON PAGE 8**

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

**CITY OF SANTA CLARA, CALIFORNIA**  
a chartered California municipal corporation

Approved as to Form:

Dated: \_\_\_\_\_

\_\_\_\_\_  
BRIAN DOYLE  
City Attorney

\_\_\_\_\_  
DEANNA J. SANTANA  
City Manager  
1500 Warburton Avenue  
Santa Clara, CA 95050  
Telephone: (408) 615-2210  
Fax: (408) 241-6771

"CITY"

**DKS ASSOCIATES** California corporation

Dated: 05/20/2021

By (Signature): Terry Klim

Name: Terry Klim

Title: Principal

Principal Place of Business Address: 720 SW Washington, #500, Portland, OR 97205

Email Address: terry.klim@dksassociates.com

Telephone: (510) 763-2061

Fax: (510) 268-1739

"CONSULTANT"

## **EXHIBIT A**

### **SCOPE OF SERVICES**

The Services to be performed for the City by the Consultant under this Agreement are set forth below.

#### **I. BACKGROUND**

On February 26, 2020, the City of Santa Clara (“City”) Public Works Traffic Division released a Statement of Qualifications (SOQ#DPW-15) to create an on-call list of pre-qualified consultants. The resulting list had six (6) firms and the position on the list is not ranked, Advanced Mobility Group, DKS, Hexagon, Iteris, Kimley Horn, and W-Trans. On November 16, 2020, the City Public Works Traffic Division released a Request for Proposal to these six (6) firms to receive proposals for these services.

#### **II. BASIC SCOPE OF SERVICES**

##### **A. Review Traffic Control Plans**

1. Review to ensure compliance with the California Manual on Uniform Traffic Control Devices (CAMUTCD).
2. Verify accuracy of base map including curb alignments, driveway locations, existing striping, existing street signs.
3. Check for proper cone taper length, cone spacing, advance warning signs, accommodation to impacted bike lane, minimum lane width.
4. Check for proposed work hours and avoid lane closure during rush hours.
5. Check for adequacy of work zone or proposed lane closure for maintaining turning movements and traffic signal operations
6. Check to ensure traffic facilities are protected properly

##### **B. Traffic Impact Analysis QA/QC Peer Review**

1. Review count data, roadway geometry and assumptions made in the traffic study. Ensure that assumptions are reasonable and consistent with VTA guidelines and City policies.
2. Review the analysis of existing, background and cumulative traffic conditions. Ensure that the numbers “add” up.
3. Review the calculated CEQA impacts (VMT, policy consistency, etc.) and non-CEQA impacts (i.e. Level of Service) in accordance with City of Santa Clara and responsible agency policies.

##### **C. Traffic Related Studies**

1. Work with City staff to complete various analyses for resident requests such as intersection control warrants, crosswalk requests, and

intersection visibility improvement requests.

2. Conduct field visit, when necessary, to observe up to date field conditions.
3. Use City provided traffic count data and collision reports to determine the appropriate solution to the request.

#### D. Other Services

1. Review other traffic studies, designs, calculations, or standards prepared by the City or other consultants
2. Support grant application activities (scope of work, exhibits/maps, cost estimates, and other calculations) as requested by the City
3. Complete various traffic engineering studies, conceptual design, or preliminary engineering for capital projects

### III. RESPONSIBILITIES OF CITY

CITY will provide the following information and support regarding the project as-available and applicable:

- Record drawings (as-available)
- CITY's Standard Details, Specifications, and Design Criteria.
- City of Santa Clara's Pedestrian Master Plan 2019
- City of Santa Clara's Bicycle Plan Update 2018
- Traffic count data
- Collision record reports

**EXHIBIT B**  
**SCHEDULE OF FEES**

Contractor will bill City on a monthly basis for Services provided by Contractor during the preceding month on an invoice and in a format approved by City and subject to verification and approval by City. City will pay Contractor within thirty (30) days of City's receipt of an approved invoice.

The schedule of rates includes all billing amounts and costs as follows, such as charges for equipment, travel time and costs, per diem expenses, and expendable material costs.

In no event shall the amount billed to City by Consultant for services under this Agreement exceed \$83,300, subject to budget appropriations.

Charges for personnel engaged in services shall be based on the actual hours directly charged to the project.

Rates by classification are listed below and are effective as of July 1, 2021. No adjustment to the rates will be allowed during the term of this Agreement, July 1, 2021 to July 1, 2023, unless otherwise agreed in writing by the City. Billings will show the actual staff name, hours charged, and corresponding classification listed below.



<b>Fee Schedule</b>					
<i>Effective January 1, 2021 through December 31, 2021</i>					
<i>ENGINEERS and PLANNERS</i>				<i>TECHNICIANS and SUPPORT STAFF</i>	
Grade	Hourly Rate	Grade	Hourly Rate	Tech Level	Hourly Rate
Grade 1	\$ 55.00	Grade 32	210.00	Tech Level A	\$ 35.00
Grade 2	60.00	Grade 33	215.00	Tech Level B	40.00
Grade 3	65.00	Grade 34	220.00	Tech Level C	45.00
Grade 4	70.00	Grade 35	225.00	Tech Level D	50.00
Grade 5	75.00	Grade 36	230.00	Tech Level E	55.00
Grade 6	80.00	Grade 37	235.00	Tech Level F	60.00
Grade 7	85.00	Grade 38	240.00	Tech Level G	65.00
Grade 8	90.00	Grade 39	245.00	Tech Level H	70.00
Grade 9	95.00	Grade 40	250.00	Tech Level I	75.00
Grade 10	100.00	Grade 41	255.00	Tech Level J	80.00
Grade 11	105.00	Grade 42	260.00	Tech Level K	85.00
Grade 12	110.00	Grade 43	265.00	Tech Level L	90.00
Grade 13	115.00	Grade 44	270.00	Tech Level M	95.00
Grade 14	120.00	Grade 45	275.00	Tech Level N	100.00
Grade 15	125.00	Grade 46	280.00	Tech Level O	105.00
Grade 16	130.00	Grade 47	285.00	Tech Level P	110.00
Grade 17	135.00	Grade 48	290.00	Tech Level Q	115.00
Grade 18	140.00	Grade 49	295.00	Tech Level R	120.00
Grade 19	145.00	Grade 50	300.00	Tech Level S	125.00
Grade 20	150.00	Grade 51	305.00	Tech Level T	130.00
Grade 21	155.00	Grade 52	310.00	Tech Level U	135.00
Grade 22	160.00	Grade 53	315.00	Tech Level V	140.00
Grade 23	165.00	Grade 54	320.00	Tech Level W	145.00
Grade 24	170.00	Grade 55	325.00	Tech Level X	150.00
Grade 25	175.00	Grade 56	330.00	Tech Level Y	155.00
Grade 26	180.00	Grade 57	335.00	Tech Level Z	160.00
Grade 27	185.00	Grade 58	340.00	Tech Level AA	165.00
Grade 28	190.00	Grade 59	345.00	Tech Level AB	170.00
Grade 29	195.00	Grade 60	350.00	Tech Level AC	175.00
Grade 30	200.00	Grade 61	355.00	Tech Level AD	180.00
Grade 31	205.00	Grade 62	360.00	Tech Level AE	185.00

<ul style="list-style-type: none"> <li>• Project expenses will be billed at <i>cost plus ten percent</i> for service and handling. Project expenses include project-related costs such as reproduction through outside services, transportation, subsistence, delivery/postage, and vendor and subcontractor services.</li> <li>• All invoices are due and payable within 30 days of date of invoice. Invoices outstanding over 30 days will be assessed a 1 1/4 percent service charge, compounded, for each 30 days outstanding beyond the initial payment period. Service charges are not included in any agreement for maximum charges.</li> </ul>
--

## **EXHIBIT C INSURANCE REQUIREMENTS**

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

### **A. COMMERCIAL GENERAL LIABILITY INSURANCE**

1. Commercial General Liability Insurance policy which provides coverage at least as broad as Insurance Services Office form CG 00 01. Policy limits are subject to review, but shall in no event be less than, the following:
  - \$1,000,000 Each Occurrence
  - \$2,000,000 General Aggregate
  - \$2,000,000 Products/Completed Operations Aggregate
  - \$1,000,000 Personal Injury
2. Exact structure and layering of the coverage shall be left to the discretion of Consultant; however, any excess or umbrella policies used to meet the required limits shall be at least as broad as the underlying coverage and shall otherwise follow form.
3. The following provisions shall apply to the Commercial Liability policy as well as any umbrella policy maintained by the Consultant to comply with the insurance requirements of this Agreement:
  - a. Coverage shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits;
  - b. There shall be no cross liability exclusion which precludes coverage for claims or suits by one insured against another; and
  - c. Coverage shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of liability.

### **B. BUSINESS AUTOMOBILE LIABILITY INSURANCE**

Business automobile liability insurance policy which provides coverage at least as broad as ISO form CA 00 01 with policy limits a minimum limit of not less than one million dollars (\$1,000,000) each accident using, or providing coverage at

least as broad as, Insurance Services Office form CA 00 01. Liability coverage shall apply to all owned (if any), non-owned and hired autos.

In the event that the Work being performed under this Agreement involves transporting of hazardous or regulated substances, hazardous or regulated wastes and/or hazardous or regulated materials, Consultant and/or its subconsultants involved in such activities shall provide coverage with a limit of one million dollars (\$1,000,000) per accident covering transportation of such materials by the addition to the Business Auto Coverage Policy of Environmental Impairment Endorsement MCS90 or Insurance Services Office endorsement form CA 99 48, which amends the pollution exclusion in the standard Business Automobile Policy to cover pollutants that are in or upon, being transported or towed by, being loaded onto, or being unloaded from a covered auto.

#### C. WORKERS' COMPENSATION

1. Workers' Compensation Insurance Policy as required by statute and employer's liability with limits of at least one million dollars (\$1,000,000) policy limit Bodily Injury by disease, one million dollars (\$1,000,000) each accident/Bodily Injury and one million dollars (\$1,000,000) each employee Bodily Injury by disease.
2. The indemnification and hold harmless obligations of Consultant included in this Agreement shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefit payable by or for Consultant or any subconsultant under any Workers' Compensation Act(s), Disability Benefits Act(s) or other employee benefits act(s).
3. This policy must include a Waiver of Subrogation in favor of the City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents.

#### D. PROFESSIONAL LIABILITY

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

#### E. COMPLIANCE WITH REQUIREMENTS

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

1. Additional Insureds. City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents are hereby added as additional insureds in respect to liability arising out of Consultant's work for City, using Insurance Services Office (ISO) Endorsement CG 20 10 11 85, or the combination of CG 20 10 03 97 and CG 20 37 10 01, or its equivalent.
2. Primary and non-contributing. Each insurance policy provided by Consultant shall contain language or be endorsed to contain wording making it primary insurance as respects to, and not requiring contribution from, any other insurance which the indemnitied may possess, including any self-insurance or self-insured retention they may have. Any other insurance indemnities may possess shall be considered excess insurance only and shall not be called upon to contribute with Consultant's insurance.
3. Cancellation.
  - a. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided due to non-payment of premiums shall be effective until written notice has been given to City at least ten (10) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least ten (10) days prior to the effective date of non-renewal.
  - b. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided for any cause save and except non-payment of premiums shall be effective until written notice has been given to City at least thirty (30) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least thirty (30) days prior to the effective date of non-renewal.
4. Other Endorsements. Other endorsements may be required for policies other than the commercial general liability policy if specified in the description of required insurance set forth in Sections A through E of this Exhibit C, above.

#### F. ADDITIONAL INSURANCE RELATED PROVISIONS

Consultant and City agree as follows:

1. Consultant agrees to ensure that subconsultants, and any other party involved with the Services, who is brought onto or involved in the performance of the Services by Consultant, provide the same minimum

insurance coverage required of Consultant, except as with respect to limits. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. Consultant agrees that upon request by City, all agreements with, and insurance compliance documents provided by, such subconsultants and others engaged in the project will be submitted to City for review.

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

#### G. EVIDENCE OF COVERAGE

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

#### H. EVIDENCE OF COMPLIANCE

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

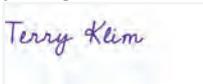




**SIGNATURE CERTIFICATE**

TRANSACTION DETAILS	DOCUMENT DETAILS
<b>Reference Number</b> E5714D4B-8253-4907-B696-2ECF142C7F33 <b>Transaction Type</b> Signature Request <b>Sent At</b> 05/20/2021 15:47 EDT <b>Executed At</b> 05/20/2021 16:53 EDT <b>Identity Method</b> email <b>Distribution Method</b> email <b>Signed Checksum</b> 95270a8ac19dc4cd60ce8014aa3f09f03f49a3988a2d02af666ea9714b8b802 <b>Signer Sequencing</b> Disabled <b>Document Passcode</b> Disabled	<b>Document Name</b> Dks - Agreement Te Support-Draft9 <b>Filename</b> dks_-_agreement_te_support-draft9.pdf <b>Pages</b> 17 pages <b>Content Type</b> application/pdf <b>File Size</b> 827 KB <b>Original Checksum</b> 042f139d470068790663ce9754f8371880fcf62f3ebaac67240f528600e64d63

**SIGNERS**

SIGNER	E-SIGNATURE	EVENTS
<b>Name</b> Terry Klim <b>Email</b> trk@dksassociates.com <b>Components</b> 2	<b>Status</b> signed <b>Multi-factor Digital Fingerprint Checksum</b> 26cd89f5daaf5fde06c7334ce7916668ced5190ef01b2e59d393befb592138fc <b>IP Address</b> 99.167.204.157 <b>Device</b> Chrome via Windows <b>Typed Signature</b>  <b>Signature Reference ID</b> E46B4745	<b>Viewed At</b> 05/20/2021 16:53 EDT <b>Identity Authenticated At</b> 05/20/2021 16:53 EDT <b>Signed At</b> 05/20/2021 16:53 EDT

**AUDITS**

TIMESTAMP	AUDIT
05/20/2021 15:47 EDT	Elizabeth Aguilar (elizabeth.aguilar@dksassociates.com) created document 'dks_-_agreement_te_support-draft9.pdf' on Chrome via Windows from 50.226.71.86.
05/20/2021 15:47 EDT	Terry Klim (trk@dksassociates.com) was emailed a link to sign.
05/20/2021 16:53 EDT	Terry Klim (trk@dksassociates.com) viewed the document on Chrome via Windows from 99.167.204.157.
05/20/2021 16:53 EDT	Terry Klim (trk@dksassociates.com) authenticated via email on Chrome via Windows from 99.167.204.157.
05/20/2021 16:53 EDT	Terry Klim (trk@dksassociates.com) signed the document on Chrome via Windows from 99.167.204.157.

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

**PREAMBLE**

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

**RECITALS**

- A. City desires to secure the design professional services more fully described in this Agreement, at Exhibit A, entitled “Scope of Services”;
- B. “Design professional” includes licensed architects, licensed landscape architects, registered professional engineers and licensed professional land surveyors;
- C. Contractor represents that it, and its subcontractors, if any, have the professional qualifications, expertise, necessary licenses and desire to provide certain goods and/or required services of the quality and type which meet objectives and requirements of City; and,
- D. The Parties have specified herein the terms and conditions under which such services will be provided and paid for.

The Parties agree as follows:

**AGREEMENT TERMS AND CONDITIONS**

**1. AGREEMENT DOCUMENTS**

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

Exhibit A – Scope of Services

Exhibit B – Schedule of Fees

Exhibit C – Insurance Requirements

Exhibit D – Labor Compliance Addendum (if applicable)

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

## **2. TERM OF AGREEMENT**

Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on July 1, 2021 and terminate on July 1, 2023.

## **3. SCOPE OF SERVICES & PERFORMANCE SCHEDULE**

Contractor shall perform those Services specified in Exhibit A within the time stated in Exhibit A. Time is of the essence.

- A. All reports, costs estimates, plans and other documentation which may be submitted or furnished by Contractor shall be approved and signed by an appropriate qualified licensed professional in the State of California.
- B. The title sheet for specifications and reports, and each sheet of plans, shall bear the professional seal, certificate number, registration classification, expiration date of certificate and signature of the design professional responsible for their preparation.

## **4. WARRANTY**

Contractor agrees to promptly replace or correct any incomplete, inaccurate or defective Services at no further cost to City when defects are due to the negligence, errors or omissions of Contractor. If Contractor fails to promptly correct or replace materials or services, City may make corrections or replace materials or services and charge Contractor for the cost incurred by City.

## **5. QUALIFICATIONS OF CONTRACTOR - STANDARD OF CARE**

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

## **6. COMPENSATION AND PAYMENT**

In consideration for Contractor's complete performance of Services, City shall pay Contractor for all materials provided and Services rendered by Contractor in

accordance with Exhibit B, entitled "SCHEDULE OF FEES." The maximum compensation of this Agreement is eighty-three thousand three hundred dollars (\$83,300), subject to budget appropriations, which includes all payments that may be authorized for Services and for expenses, supplies, materials and equipment required to perform the Services. All work performed or materials provided in excess of the maximum compensation shall be at Contractor's expense. Contractor shall not be entitled to any payment above the maximum compensation under any circumstance.

## **7. TERMINATION**

- A. Termination for Convenience. City shall have the right to terminate this Agreement, without cause or penalty, by giving not less than Thirty (30) days' prior written notice to Contractor.
- B. Termination for Default. If Contractor fails to perform any of its material obligations under this Agreement, in addition to all other remedies provided by law, City may terminate this Agreement immediately upon written notice to Contractor.
- C. Upon termination, each Party shall assist the other in arranging an orderly transfer and close-out of services. As soon as possible following the notice of termination, but no later than ten (10) days after the notice of termination, Contractor will deliver to City all City information or material that Contractor has in its possession.
- D. The Contractor shall have the right to terminate this agreement upon ten days written notice to the City upon breach by City of any of its obligations under this Agreement. In the event of termination, the Contractor shall be paid for all services performed up to the effective date of the termination and all damages, if any, resulting from the City's breach of this Agreement.

## **8. ASSIGNMENT AND SUBCONTRACTING**

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

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

**9. NO THIRD PARTY BENEFICIARY**

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

**10. INDEPENDENT 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 City. Contractor has full rights to manage its employees in their performance of Services under this Agreement.

**11. CONFIDENTIALITY OF MATERIAL**

All ideas, memoranda, specifications, plans, manufacturing procedures, data, drawings, descriptions, documents, discussions or other information developed or received by or for 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 City, be used for any purposes other than the performance of the Services nor be disclosed to an entity not connected with performance of the Services. Nothing furnished to Contractor which is otherwise known to Contractor or becomes generally known to the related industry shall be deemed confidential.

**12. OWNERSHIP OF MATERIAL**

All material, which shall include, but not be limited to, data, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports, designs, technology, programming, works of authorship and other material developed, collected, prepared or caused to be prepared under this Agreement shall be the property of City but Contractor may retain and use copies thereof. City shall not be limited in any way or at any time in its use of said material. However, Contractor shall not be responsible for damages resulting from the use of said material for work other than Project, including, but not limited to, the release of this material to third parties.

**13. RIGHT OF CITY TO INSPECT RECORDS OF CONTRACTOR**

City, through its authorized employees, representatives or agents shall have the right during the term of this Agreement and for four (4) years from the date of final payment for goods or services provided under this Agreement, to audit the books and records of 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 City. Any expenses not so recorded shall be disallowed by City. Contractor shall bear the

cost of the audit if the audit determines that there has been a substantial billing deviation in excess of five (5) percent adverse to the City.

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

**14. HOLD HARMLESS/INDEMNIFICATION**

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

**15. INSURANCE REQUIREMENTS**

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

**16. WAIVER**

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

**17. NOTICES**

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

City of Santa Clara  
Attention: Department of Public Works  
1500 Warburton Avenue  
Santa Clara, CA 95050  
and by e-mail at [JYEE@santaclaraca.gov](mailto:JYEE@santaclaraca.gov) and  
[MANAGER@santaclaraca.gov](mailto:MANAGER@santaclaraca.gov)

And to Contractor addressed as follows:

Kimley-Horn and Associates, Inc.  
Attention: Randy Durrenberger  
1300 Clay Street, Suite 325  
Oakland, CA 94612  
and by e-mail at [randy.durrenberger@kimley-horn.com](mailto:randy.durrenberger@kimley-horn.com)

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

**18. COMPLIANCE WITH LAWS**

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

**19. CONFLICTS OF INTEREST**

Contractor certifies that to the best of its knowledge, no 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 City if a conflict arises.

**20. FAIR EMPLOYMENT**

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

**21. NO USE OF CITY NAME OR EMBLEM**

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

**22. GOVERNING LAW AND VENUE**

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

**23. SEVERABILITY CLAUSE**

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

**24. AMENDMENTS**

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

**25. COUNTERPARTS**

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

**CONTINUED ON PAGE 8**

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

**CITY OF SANTA CLARA, CALIFORNIA**  
a chartered California municipal corporation

Approved as to Form:

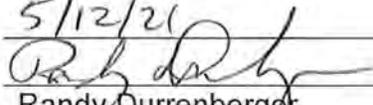
Dated: \_\_\_\_\_

\_\_\_\_\_  
BRIAN DOYLE  
City Attorney

\_\_\_\_\_  
DEANNA J. SANTANA  
City Manager  
1500 Warburton Avenue  
Santa Clara, CA 95050  
Telephone: (408) 615-2210  
Fax: (408) 241-6771

"CITY"

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

Dated: 5/12/21  
By (Signature):   
Name: Randy Durrenberger  
Title: Senior Vice President  
Principal Place of Business Address: 1300 Clay Street, Suite 325  
Oakland, CA 94612  
Email Address: randy.durrenberger@kimley-horn.com  
Telephone: (510) 625-0712  
Fax: (714) 938-0488

"CONTRACTOR"

## **EXHIBIT A SCOPE OF SERVICES**

The Services to be performed for the City by the Contractor under this Agreement are set forth below.

### **I. BACKGROUND**

On February 26, 2020, the City of Santa Clara ("City") Public Works Traffic Division released a Statement of Qualifications (SOQ#DPW-15) to create an on-call list of pre-qualified consultants. The resulting list had six (6) firms and the position on the list is not ranked, Advanced Mobility Group, DKS, Hexagon, Iteris, Kimley Horn, and W-Trans. On November 16, 2020, the City Public Works Traffic Division released a Request for Proposal to these six (6) firms to receive proposals for these services.

### **II. BASIC SCOPE OF SERVICES**

#### **A. Review Traffic Control Plans**

1. Review to ensure compliance with the California Manual on Uniform Traffic Control Devices (CAMUTCD).
2. Verify accuracy of base map including curb alignments, driveway locations, existing striping, existing street signs.
3. Check for proper cone taper length, cone spacing, advance warning signs, accommodation to impacted bike lane, minimum lane width.
4. Check for proposed work hours and avoid lane closure during rush hours.
5. Check for adequacy of work zone or proposed lane closure for maintaining turning movements and traffic signal operations
6. Check to ensure traffic facilities are protected properly

#### **B. Traffic Impact Analysis QA/QC Peer Review**

1. Review count data, roadway geometry and assumptions made in the traffic study. Ensure that assumptions are reasonable and consistent with VTA guidelines and City policies.
2. Review the analysis of existing, background and cumulative traffic conditions. Ensure that the numbers "add" up.
3. Review the calculated CEQA impacts (VMT, policy consistency, etc.) and non-CEQA impacts (i.e. Level of Service) in accordance with City of Santa Clara and responsible agency policies.

#### **C. Traffic Related Studies**

1. Work with City staff to complete various analyses for resident requests such as intersection control warrants, crosswalk requests, and intersection visibility improvement requests.

2. Conduct field visit, when necessary, to observe up to date field conditions.
3. Use City provided traffic count data and collision reports to determine the appropriate solution to the request.

D. Other Services

1. Review other traffic studies, designs, calculations, or standards prepared by the City or other consultants
2. Support grant application activities (scope of work, exhibits/maps, cost estimates, and other calculations) as requested by the City
3. Complete various traffic engineering studies, conceptual design, or preliminary engineering for capital projects

**III. RESPONSIBILITIES OF CITY**

CITY will provide the following information and support regarding the project as-available and applicable:

- Record drawings (as-available)
- CITY's Standard Details, Specifications, and Design Criteria.
- City of Santa Clara's Pedestrian Master Plan 2019
- City of Santa Clara's Bicycle Plan Update 2018
- Traffic count data
- Collision record reports

**EXHIBIT B  
SCHEDULE OF FEES**

Contractor will bill City on a monthly basis for Services provided by Contractor during the preceding month on an invoice and in a format approved by City and subject to verification and approval by City. City will pay Contractor within thirty (30) days of City's receipt of an approved invoice.

The schedule of rates includes all billing amounts and costs as follows, such as charges for equipment, travel time and costs, per diem expenses, and expendable material costs.

In no event shall the amount billed to City by Consultant for services under this Agreement exceed \$83,300, subject to budget appropriations.

Charges for personnel engaged in services shall be based on the actual hours directly charged to the project.

Rates by classification are listed below and are effective as of July 1, 2021. No adjustment to the rates will be allowed during the term of this Agreement, July 1, 2021 to July 1, 2023, unless otherwise agreed in writing by City.

<b>Staff Classification</b>	<b>Hourly Rate</b>
Principal	\$325
Sr. Professional 5	\$295
Sr. Professional 4	\$280
Sr. Professional 3	\$265
Sr. Professional 2	\$255
Sr. Professional 1	\$245
Sr. Professional	\$235
Professional 4	\$225
Professional 3	\$215
Professional 2	\$205
Professional 1	\$195
Professional	\$185
Analyst 4	\$170
Analyst 3	\$160
Analyst 2	\$150
Analyst 1	\$140
Sr. CADD	\$130
CADD	\$120
Sr. Support Staff 2	\$125
Sr. Support Staff 1	\$115
Support Staff 2	\$105
Support Staff 1	\$100

**EXHIBIT C**  
**INSURANCE REQUIREMENTS**

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

**A. COMMERCIAL GENERAL LIABILITY INSURANCE**

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

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

2. Exact structure and layering of the coverage shall be left to the discretion of Consultant; however, any excess or umbrella policies used to meet the required limits shall be at least as broad as the underlying coverage and shall otherwise follow form.
3. The following provisions shall apply to the Commercial Liability policy as well as any umbrella policy maintained by the Consultant to comply with the insurance requirements of this Agreement:
  - a. Coverage shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits;
  - b. There shall be no cross liability exclusion which precludes coverage for claims or suits by one insured against another; and
  - c. Coverage shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of liability.

**B. BUSINESS AUTOMOBILE LIABILITY INSURANCE**

Business automobile liability insurance policy which provides coverage at least as broad as ISO form CA 00 01 with policy limits a minimum limit of not less than one million dollars (\$1,000,000) each accident using, or providing coverage at

least as broad as, Insurance Services Office form CA 00 01. Liability coverage shall apply to all owned (if any), non-owned and hired autos.

In the event that the Work being performed under this Agreement involves transporting of hazardous or regulated substances, hazardous or regulated wastes and/or hazardous or regulated materials, Consultant and/or its subconsultants involved in such activities shall provide coverage with a limit of one million dollars (\$1,000,000) per accident covering transportation of such materials by the addition to the Business Auto Coverage Policy of Environmental Impairment Endorsement MCS90 or Insurance Services Office endorsement form CA 99 48, which amends the pollution exclusion in the standard Business Automobile Policy to cover pollutants that are in or upon, being transported or towed by, being loaded onto, or being unloaded from a covered auto.

#### C. WORKERS' COMPENSATION

1. Workers' Compensation Insurance Policy as required by statute and employer's liability with limits of at least one million dollars (\$1,000,000) policy limit Bodily Injury by disease, one million dollars (\$1,000,000) each accident/Bodily Injury and one million dollars (\$1,000,000) each employee Bodily Injury by disease.
2. The indemnification and hold harmless obligations of Consultant included in this Agreement shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefit payable by or for Consultant or any subconsultant under any Workers' Compensation Act(s), Disability Benefits Act(s) or other employee benefits act(s).
3. This policy must include a Waiver of Subrogation in favor of the City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents.

#### D. PROFESSIONAL LIABILITY

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

#### E. COMPLIANCE WITH REQUIREMENTS

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

1. Additional Insureds. City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents are hereby added as additional insureds in respect to liability arising out of Consultant's work for City, using Insurance Services Office (ISO) Endorsement CG 20 10 11 85, or the combination of CG 20 10 03 97 and CG 20 37 10 01, or its equivalent.
2. Primary and non-contributing. Each insurance policy provided by Consultant shall contain language or be endorsed to contain wording making it primary insurance as respects to, and not requiring contribution from, any other insurance which the indemnitied may possess, including any self-insurance or self-insured retention they may have. Any other insurance indemnities may possess shall be considered excess insurance only and shall not be called upon to contribute with Consultant's insurance.
3. Cancellation.
  - a. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided due to non-payment of premiums shall be effective until written notice has been given to City at least ten (10) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least ten (10) days prior to the effective date of non-renewal.
  - b. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided for any cause save and except non-payment of premiums shall be effective until written notice has been given to City at least thirty (30) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least thirty (30) days prior to the effective date of non-renewal.
4. Other Endorsements. Other endorsements may be required for policies other than the commercial general liability policy if specified in the description of required insurance set forth in Sections A through E of this Exhibit C, above.

#### F. ADDITIONAL INSURANCE RELATED PROVISIONS

Consultant and City agree as follows:

1. Consultant agrees to ensure that subconsultants, and any other party involved with the Services, who is brought onto or involved in the performance of the Services by Consultant, provide the same minimum

insurance coverage required of Consultant, except as with respect to limits. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. Consultant agrees that upon request by City, all agreements with, and insurance compliance documents provided by, such subconsultants and others engaged in the project will be submitted to City for review.

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

#### G. EVIDENCE OF COVERAGE

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

#### H. EVIDENCE OF COMPLIANCE

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



**AGREEMENT FOR DESIGN PROFESSIONAL SERVICES  
BETWEEN THE  
CITY OF SANTA CLARA, CALIFORNIA,  
AND  
WHITELOCK & WEINBERGER TRANSPORTATION, INC., DBA W-TRANS**

**PREAMBLE**

This Agreement is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Whitlock & Weinberger Transportation, Inc., a California corporation, doing business as W-Trans, (Consultant). City and Consultant may be referred to individually as a “Party” or collectively as the “Parties” or the “Parties to this Agreement.”

**RECITALS**

- A. City desires to secure the design professional services, more fully described in this Agreement, at Exhibit A, entitled “Scope of Services”;
- B. “Design professional” includes licensed architects, licensed landscape architects, registered professional engineers and licensed professional land surveyors;
- C. Consultant represents that it, and its subconsultants, if any, have the professional qualifications, expertise, necessary licenses and desire to provide certain goods and/or required services of the quality and type which meet objectives and requirements of City; and,
- D. The Parties have specified herein the terms and conditions under which such services will be provided and paid for.

The Parties agree as follows:

**AGREEMENT TERMS AND CONDITIONS**

**1. AGREEMENT DOCUMENTS**

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

Exhibit A – Scope of Services

Exhibit B – Schedule of Fees

Exhibit C – Insurance Requirements

Exhibit D – Labor Compliance Addendum

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

**2. TERM OF AGREEMENT**

Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on July 1, 2021 and terminate on July 1, 2023.

**3. SCOPE OF SERVICES & PERFORMANCE SCHEDULE**

Consultant shall perform those Services specified in Exhibit A within the time stated in Exhibit A. Time is of the essence.

**4. WARRANTY**

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

**5. QUALIFICATIONS OF CONSULTANT - STANDARD OF CARE**

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

**6. COMPENSATION AND PAYMENT**

In consideration for Consultant's complete performance of Services, City shall pay Consultant for all materials provided and Services rendered by Consultant in accordance with Exhibit B, entitled "SCHEDULE OF FEES." The maximum compensation of this Agreement is eighty-three thousand three hundred dollars (\$83,300), subject to budget appropriations, which includes all payments that may be authorized for Services and for expenses, supplies, materials and

equipment required to perform the Services. All work performed or materials provided in excess of the maximum compensation shall be at Consultant's expense. Consultant shall not be entitled to any payment above the maximum compensation under any circumstance.

## **7. TERMINATION**

- A. Termination for Convenience. City shall have the right to terminate this Agreement, without cause or penalty, by giving not less than Thirty (30) days' prior written notice to Consultant.
- B. Termination for Default. If Consultant fails to perform any of its material obligations under this Agreement, in addition to all other remedies provided by law, City may terminate this Agreement immediately upon written notice to Consultant.
- C. Upon termination, each Party shall assist the other in arranging an orderly transfer and close-out of services. As soon as possible following the notice of termination, but no later than ten (10) days after the notice of termination, Consultant will deliver to City all City information or material that Consultant has in its possession.

## **8. ASSIGNMENT AND SUBCONTRACTING**

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

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

## **9. NO THIRD PARTY BENEFICIARY**

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

## **10. INDEPENDENT CONSULTANT**

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

## **11. CONFIDENTIALITY OF MATERIAL**

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

## **12. OWNERSHIP OF MATERIAL**

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

## **13. RIGHT OF CITY TO INSPECT RECORDS OF CONSULTANT**

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

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

## **14. HOLD HARMLESS/INDEMNIFICATION**

To the extent permitted by law, Consultant agrees to protect, defend, hold harmless and indemnify City, its City Council, commissions, officers, employees, volunteers and agents from and against any claim, injury, liability, loss, cost,

and/or expense or damage, including all costs and attorney's fees in providing a defense to any such claim or other action, and whether sounding in law, contract, tort, or equity, to the extent arising out of, pertaining to, or related to the negligence, recklessness, or willful misconduct of the Consultant, its employees, subconsultants, or agents in the performance, or non-performance, of Services under this Agreement.

## **15. INSURANCE REQUIREMENTS**

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

## **16. WAIVER**

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

## **17. NOTICES**

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

City of Santa Clara  
Attention: Department of Public Works  
1500 Warburton Avenue  
Santa Clara, CA 95050  
and by e-mail at [JYEE@santaclaraca.gov](mailto:JYEE@santaclaraca.gov) , and  
[MANAGER@santaclaraca.gov](mailto:MANAGER@santaclaraca.gov)

And to Consultant addressed as follows:

W-Trans, Inc.  
Attention: Mark Spencer, Senior Principle  
7901 Oakport Street, Suite 1500,  
Oakland, CA 94621  
and by e-mail at [m Spencer@w-trans.com](mailto:m Spencer@w-trans.com)

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

**18. COMPLIANCE WITH LAWS**

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

**19. CONFLICTS OF INTEREST**

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

**20. FAIR EMPLOYMENT**

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

**21. NO USE OF CITY NAME OR EMBLEM**

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

**22. GOVERNING LAW AND VENUE**

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

**23. SEVERABILITY CLAUSE**

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

**24. AMENDMENTS**

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

**25. COUNTERPARTS**

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

**CONTINUED ON PAGE 8**

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

**CITY OF SANTA CLARA, CALIFORNIA**  
a chartered California municipal corporation

Approved as to Form: \_\_\_\_\_

Dated: \_\_\_\_\_

\_\_\_\_\_  
BRIAN DOYLE  
City Attorney

\_\_\_\_\_  
DEANNA J. SANTANA  
City Manager  
1500 Warburton Avenue  
Santa Clara, CA 95050  
Telephone: (408) 615-2210  
Fax: (408) 241-6771

"CITY"

**WHITLOCK & WEINBERGER TRANSPORTATION, INC. (DBA W-TRANS)**

Dated: May 11, 2021

By (Signature): 

Name: Mark Spencer, PE

Title: Senior Principal

Principal Place of Business Address: 7901 Oakport Street, Suite 1500  
Oakland, CA 94621

Email Address: [mspencer@w-trans.com](mailto:mspencer@w-trans.com)

Telephone: (510) 444-2600

Fax: ( ) Not available

"CONSULTANT"

## **EXHIBIT A SCOPE OF SERVICES**

The Services to be performed for the City by the Consultant under this Agreement are set forth below.

### **I. BACKGROUND**

On February 26, 2020, the City of Santa Clara ("City") Public Works Traffic Division released a Statement of Qualifications (SOQ#DPW-15) to create an on-call list of pre-qualified consultants. The resulting list had six (6) firms and the position on the list is not ranked, Advanced Mobility Group, DKS, Hexagon, Iteris, Kimley Horn, and W-Trans. On November 16, 2020, the City Public Works Traffic Division released a Request for Proposal to these six (6) firms to receive proposals for these services.

### **II. BASIC SCOPE OF SERVICES**

#### **A. Review Traffic Control Plans**

1. Review to ensure compliance with the California Manual on Uniform Traffic Control Devices (CAMUTCD).
2. Verify accuracy of base map including curb alignments, driveway locations, existing striping, existing street signs.
3. Check for proper cone taper length, cone spacing, advance warning signs, accommodation to impacted bike lane, minimum lane width.
4. Check for proposed work hours and avoid lane closure during rush hours.
5. Check for adequacy of work zone or proposed lane closure for maintaining turning movements and traffic signal operations
6. Check to ensure traffic facilities are protected properly

#### **B. Traffic Impact Analysis QA/QC Peer Review**

1. Review count data, roadway geometry and assumptions made in the traffic study. Ensure that assumptions are reasonable and consistent with VTA guidelines and City policies.
2. Review the analysis of existing, background and cumulative traffic conditions. Ensure that the numbers "add" up.
3. Review the calculated CEQA impacts (VMT, policy consistency, etc.) and non-CEQA impacts (i.e. Level of Service) in accordance with City of Santa Clara and responsible agency policies.

#### **C. Traffic Related Studies**

1. Work with City staff to complete various analyses for resident requests

such as intersection control warrants, crosswalk requests, and intersection visibility improvement requests.

2. Conduct field visit, when necessary, to observe up to date field conditions.
3. Use City provided traffic count data and collision reports to determine the appropriate solution to the request.

#### D. Other Services

1. Review other traffic studies, designs, calculations, or standards prepared by the City or other consultants
2. Support grant application activities (scope of work, exhibits/maps, cost estimates, and other calculations) as requested by the City
3. Complete various traffic engineering studies, conceptual design, or preliminary engineering for capital projects

### III. RESPONSIBILITIES OF CITY

CITY will provide the following information and support regarding the project as-available and applicable:

- Record drawings (as-available)
- CITY's Standard Details, Specifications, and Design Criteria.
- City of Santa Clara's Pedestrian Master Plan 2019
- City of Santa Clara's Bicycle Plan Update 2018
- Traffic count data
- Collision record reports

**EXHIBIT B  
SCHEDULE OF FEES**

Contractor will bill City on a monthly basis for Services provided by Contractor during the preceding month on an invoice and in a format approved by City and subject to verification and approval by City. City will pay Contractor within thirty (30) days of City's receipt of an approved invoice.

The schedule of rates includes all billing amounts and costs as follows, such as charges for equipment, travel time and costs, per diem expenses, and expendable material costs.

In no event shall the amount billed to City by Consultant for services under this Agreement exceed \$83,300, subject to budget appropriations.

Charges for personnel engaged in services shall be based on the actual hours directly charged to the project.

Rates by classification are listed below and are effective as of July 1, 2021. No adjustment to the rates will be allowed during the term of this Agreement, July 1, 2021 to July 1, 2023 unless otherwise agreed in writing by City.

<b>Position</b>	<b>FY 2021 Billing Rate Through 6/30/21 (per hour)</b>	<b>FY 2022 Billing Rate 7/1/21 – 6/30/22 (per hour)</b>	<b>FY 2023 Billing Rate 7/1/22 – 6/30/23 (per hour)</b>
Senior Principal	\$280 – \$325	\$285 – \$330	\$290 – \$335
Principal	\$220 – \$275	\$225 – \$280	\$230 – \$285
Senior Engineer/Planner	\$195 – \$210	\$200 – \$215	\$205 – \$220
Engineer/Planner	\$155 – \$170	\$160 – \$175	\$165 – \$180
Associate Engineer/Planner	\$135 – \$150	\$140 – \$155	\$145 – \$160
Assistant Engineer/Planner	\$110 – \$130	\$115 – \$135	\$120 – \$140
Technician/Administrative	\$95 – \$115	\$100 – \$120	\$105 – \$125
Intern	\$30 – \$80	\$35 – \$85	\$40 – \$90
Field Technician	\$30 – \$75	\$35 – \$80	\$40 – \$85

**FY 2021-FY 2023 Expense Charges**

<b>Item</b>	<b>Charge</b>
Mileage	at IRS GSA Rate/mile*
Services and Expenses	10% surcharge

\* Mileage charge will be based on the IRS Standard Mileage Rate (set at \$0.56/mile effective January 1, 2021, with annual changes set by GSA) plus 10 percent.

## **EXHIBIT C INSURANCE REQUIREMENTS**

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

### **A. COMMERCIAL GENERAL LIABILITY INSURANCE**

1. Commercial General Liability Insurance policy which provides coverage at least as broad as Insurance Services Office form CG 00 01. Policy limits are subject to review, but shall in no event be less than, the following:
  - \$1,000,000 Each Occurrence
  - \$2,000,000 General Aggregate
  - \$2,000,000 Products/Completed Operations Aggregate
  - \$1,000,000 Personal Injury
2. Exact structure and layering of the coverage shall be left to the discretion of Consultant; however, any excess or umbrella policies used to meet the required limits shall be at least as broad as the underlying coverage and shall otherwise follow form.
3. The following provisions shall apply to the Commercial Liability policy as well as any umbrella policy maintained by the Consultant to comply with the insurance requirements of this Agreement:
  - a. Coverage shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits;
  - b. There shall be no cross liability exclusion which precludes coverage for claims or suits by one insured against another; and
  - c. Coverage shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of liability.

### **B. BUSINESS AUTOMOBILE LIABILITY INSURANCE**

Business automobile liability insurance policy which provides coverage at least as broad as ISO form CA 00 01 with policy limits a minimum limit of not less than

one million dollars (\$1,000,000) each accident using, or providing coverage at least as broad as, Insurance Services Office form CA 00 01. Liability coverage shall apply to all owned (if any), non-owned and hired autos.

In the event that the Work being performed under this Agreement involves transporting of hazardous or regulated substances, hazardous or regulated wastes and/or hazardous or regulated materials, Consultant and/or its subconsultants involved in such activities shall provide coverage with a limit of one million dollars (\$1,000,000) per accident covering transportation of such materials by the addition to the Business Auto Coverage Policy of Environmental Impairment Endorsement MCS90 or Insurance Services Office endorsement form CA 99 48, which amends the pollution exclusion in the standard Business Automobile Policy to cover pollutants that are in or upon, being transported or towed by, being loaded onto, or being unloaded from a covered auto.

#### C. WORKERS' COMPENSATION

1. Workers' Compensation Insurance Policy as required by statute and employer's liability with limits of at least one million dollars (\$1,000,000) policy limit Bodily Injury by disease, one million dollars (\$1,000,000) each accident/Bodily Injury and one million dollars (\$1,000,000) each employee Bodily Injury by disease.
2. The indemnification and hold harmless obligations of Consultant included in this Agreement shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefit payable by or for Consultant or any subconsultant under any Workers' Compensation Act(s), Disability Benefits Act(s) or other employee benefits act(s).
3. This policy must include a Waiver of Subrogation in favor of the City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents.

#### D. PROFESSIONAL LIABILITY

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

## E. COMPLIANCE WITH REQUIREMENTS

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

1. Additional Insureds. City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents are hereby added as additional insureds in respect to liability arising out of Consultant's work for City, using Insurance Services Office (ISO) Endorsement CG 20 10 11 85, or the combination of CG 20 10 03 97 and CG 20 37 10 01, or its equivalent.
2. Primary and non-contributing. Each insurance policy provided by Consultant shall contain language or be endorsed to contain wording making it primary insurance as respects to, and not requiring contribution from, any other insurance which the indemnitied may possess, including any self-insurance or self-insured retention they may have. Any other insurance indemnities may possess shall be considered excess insurance only and shall not be called upon to contribute with Consultant's insurance.
3. Cancellation.
  - a. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided due to non-payment of premiums shall be effective until written notice has been given to City at least ten (10) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least ten (10) days prior to the effective date of non-renewal.
  - b. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided for any cause save and except non-payment of premiums shall be effective until written notice has been given to City at least thirty (30) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least thirty (30) days prior to the effective date of non-renewal.
4. Other Endorsements. Other endorsements may be required for policies other than the commercial general liability policy if specified in the description of required insurance set forth in Sections A through E of this Exhibit C, above.

## F. ADDITIONAL INSURANCE RELATED PROVISIONS

Consultant and City agree as follows:

1. Consultant agrees to ensure that subconsultants, and any other party involved with the Services, who is brought onto or involved in the performance of the Services by Consultant, provide the same minimum insurance coverage required of Consultant, except as with respect to limits. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. Consultant agrees that upon request by City, all agreements with, and insurance compliance documents provided by, such subconsultants and others engaged in the project will be submitted to City for review.
2. Consultant agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Consultant for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.
3. The City reserves the right to withhold payments from the Consultant in the event of material noncompliance with the insurance requirements set forth in this Agreement.

## G. EVIDENCE OF COVERAGE

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

## H. EVIDENCE OF COMPLIANCE

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





## Agenda Report

21-758

Agenda Date: 7/6/2021

---

### REPORT TO COUNCIL

#### SUBJECT

Action on Amendment No. 2 to the Agreement with Orchard Commercial, Inc. for Property Management Services for the Santa Clara Convention Center Complex located at 5001, 5101, and 5201 Great America Parkway

#### COUNCIL PILLAR

Deliver and Enhance High Quality Efficient Services and Infrastructure.

#### BACKGROUND

The Department of Public Works is responsible for administering and coordinating the ongoing maintenance of the Santa Clara Convention Center Complex (Maintenance District No. 183). Maintenance obligations include items such as parking lots, landscaping, electrical, painting, janitorial, water fountain, security, and parking control.

In 2016, the City entered into an agreement with Orchard Commercial, Inc. (OCI) for property management services at the Santa Clara Convention Center Complex. OCI was selected through a competitive Request for Proposal (RFP) process.

#### DISCUSSION

OCI has been providing property management services for the Santa Clara Convention Center Complex (SCCC) since 2016. The initial term of the original Agreement with OCI was for three years, with an expiration date of July 31, 2019. The original Agreement and Agenda Report are included as Attachments 1 and 2. In July 2019, Council approved Amendment No. 1 to extend the Agreement for an additional two years, bringing the new expiration date to July 31, 2021. Amendment No. 1 and the related Agenda Report are included as Attachments 3 and 4.

Staff is recommending a one-year extension to the existing Agreement with OCI for continued property management services. Staff is currently working on seven solicitations for the SCCC site for services such as as-needed parking, electrical maintenance and repair, sweeping, janitorial, landscaping, and fountain maintenance that are set to term out prior to June 30, 2022. If new vendors are selected, OCI's oversight, expertise and continuity of service will allow us to onboard new vendors and provide necessary training and guidance. Staff will conduct a new RFP process with sufficient time to transition to a new vendor prior to the expiration date of this Amendment. OCI has agreed to not increase their base management fee of \$6,450 per month during the one-year extension period. OCI has been performing well under the current agreement and the Convention Center Maintenance District partners are supportive of a one-year extension.

#### ENVIRONMENTAL REVIEW

The action being considered is not a project subject to CEQA review according to section 15378(b)(2)

---

of the CEQA Guidelines, as property management services are a continuing maintenance activity.

### FISCAL IMPACT

The current not-to-exceed compensation with OCI is \$395,518, including contingency. The proposed not-to-exceed compensation to be paid to OCI under Amendment No. 2 is \$77,400. This will increase the total not-to-exceed compensation amount to \$472,918, subject to budget appropriation. These costs were included in the Maintenance District No. 183 Proposed FY 2021/22 and FY 2022/23 Operating Budgets.

### 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>> or at the public information desk at any City of Santa Clara public library.

### RECOMMENDATION

Authorize the City Manager to execute Amendment No. 2 to the Agreement with Orchard Commercial, Inc. for property management services to increase the amount of the agreement by \$77,400 and to extend the term of the agreement through July 31, 2022 for a revised not-to-exceed maximum compensation of \$472,918, subject to the appropriation of funds.

Reviewed by: Craig Mobeck, Director of Public Works

Approved by: Deanna J. Santana, City Manager

### ATTACHMENTS

1. Original Agreement
2. Agenda Report for Original Agreement
3. Amendment No. 1
4. Agenda Report for Amendment No. 1
5. Amendment No. 2

**AGREEMENT FOR THE PERFORMANCE OF SERVICES  
BY AND BETWEEN THE  
CITY OF SANTA CLARA, CALIFORNIA,  
AND  
ORCHARD COMMERCIAL, INC.  
PROPERTY MANAGEMENT SERVICES FOR THE SANTA CLARA CONVENTION  
CENTER (MD#183)**

**PREAMBLE**

This agreement for the performance of services (“Agreement”) is by and between Orchard Commercial, Inc., a California corporation, with its principal place of business located at 2055 Laurelwood Road, Suite 130, Santa Clara, California 95054 (“Contractor”), 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 (“City”). City and Contractor may be referred to individually as a “Party” or collectively as the “Parties” or the “Parties to this Agreement.”

**RECITALS**

- A. City desires to secure professional services more fully described in this Agreement, at Exhibit A, entitled “Scope of Services”; and
- B. Contractor represents that it, and its subcontractors, if any, have the professional qualifications, expertise, necessary licenses and desire to provide certain goods and/or required services of the quality and type which meet objectives and requirements of City; and,
- C. The Parties have specified herein the terms and conditions under which such services will be provided and paid for.

The Parties agree as follows:

**AGREEMENT PROVISIONS**

**1. EMPLOYMENT OF CONTRACTOR.**

City hereby employs Contractor to perform services set forth in this Agreement. To accomplish that end, City may assign a Project Manager to personally direct the Services to be provided by Contractor and will notify Contractor in writing of City’s choice. City shall pay for all such materials and services provided which are consistent with the terms of this Agreement.

**2. SERVICES TO BE PROVIDED.**

Except as specified in this Agreement, Contractor shall furnish all technical and professional services, including labor, material, equipment, transportation, supervision

and expertise (collectively referred to as "Services") to satisfactorily complete the work required by City at his/her own risk and expense. Services to be provided to City are more fully described in Exhibit A entitled "SCOPE OF SERVICES." All of the exhibits referenced in this Agreement are attached and are incorporated by this reference.

**3. COMMENCEMENT AND COMPLETION OF SERVICES.**

- A. Contractor shall begin providing the services under the requirements of this Agreement upon receipt of written Notice to Proceed from City. Such notice shall be deemed to have occurred three (3) calendar days after it has been deposited in the regular United States mail. Contractor shall complete the Services within the time limits set forth in the Scope of Services or as mutually determined in writing by the Parties.
- B. When City determines that Contractor has satisfactorily completed the Services, City shall give Contractor written Notice of Final Acceptance. Upon receipt of such notice, Contractor shall not incur any further costs under this Agreement. Contractor may request this determination of completion be made when, in its opinion, the Services have been satisfactorily completed. If so requested by the contractor, City shall make this determination within fourteen (14) days of its receipt of such request.

**4. QUALIFICATIONS OF CONTRACTOR - STANDARD OF WORKMANSHIP.**

Contractor represents and maintains that it has the necessary expertise in the professional calling necessary to perform services, and its duties and obligations, expressed and implied, contained herein, and City expressly relies upon Contractor's representations regarding its skills and knowledge. Contractor shall perform such services and duties in conformance to and consistent with the professional standards of a specialist in the same discipline in the State of California.

The plans, designs, specifications, estimates, calculations, reports and other documents furnished under Exhibit A shall be of a quality acceptable to City. The criteria for acceptance of the work provided under this Agreement shall be a product of neat appearance, well organized, that is technically and grammatically correct, checked and having the maker and checker identified. The minimum standard of appearance, organization and content of the drawings shall be that used by City for similar projects.

**5. TERM OF AGREEMENT.**

Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on the Effective Date of this Agreement and terminate on July 31, 2019.

**6. MONITORING OF SERVICES.**

City may monitor the Services performed under this Agreement to determine whether Contractor's operation conforms to City policy and to the terms of this Agreement. City may also monitor the Services to be performed to determine whether financial operations

are conducted in accord with applicable City, county, state, and federal requirements. If any action of Contractor constitutes a breach, City may terminate this Agreement pursuant to the provisions described herein.

**7. WARRANTY.**

Contractor expressly warrants that all materials and services covered by this Agreement shall be fit for the purpose intended, shall be free from defect, and shall conform to the specifications, requirements, and instructions upon which this Agreement is based. Contractor agrees to promptly replace or correct any incomplete, inaccurate, or defective Services at no further cost to City when defects are due to the negligence, errors or omissions of Contractor. If Contractor fails to promptly correct or replace materials or services, City may make corrections or replace materials or services and charge Contractor for the cost incurred by City.

**8. PERFORMANCE OF SERVICES.**

Contractor shall perform all requested services in an efficient and expeditious manner and shall work closely with and be guided by City. Contractor shall be as fully responsible to City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as 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 federal, state and local operation and safety regulations.

**9. BUSINESS TAX LICENSE REQUIRED.**

Contractor must comply with Santa Clara City Code section 3.40.060, as that section may be amended from time to time or renumbered, which requires that any person who transacts or carries on any business in the City of Santa Clara pay business license tax to the City. A business tax certificate may be obtained by completing the Business Tax Affidavit Form and paying the applicable fee at the Santa Clara City Hall Municipal Services Division.

**10. RESPONSIBILITY OF CONTRACTOR.**

Contractor shall be responsible for the professional quality, technical accuracy and coordination of the Services furnished by it under this Agreement. Neither City'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 City in accordance with applicable law for all damages to City caused by Contractor negligent performance of any of the Services furnished under this Agreement.

Any acceptance by City 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 federal, state, county, and/or municipal laws, ordinances, regulations, rules and orders.

**11. COMPENSATION AND PAYMENT.**

In consideration for Contractor's complete performance of Services, City shall pay Contractor for all materials provided and services rendered by Contractor at the rate per hour for labor and cost per unit for materials as outlined in Exhibit B, entitled "SCHEDULE OF FEES."

Contractor will bill City on a monthly basis for Services provided by Contractor during the preceding month, subject to verification by City. City will pay Contractor within thirty (30) days of City's receipt of invoice.

**12. TERMINATION OF AGREEMENT.**

Either Party may terminate this Agreement without cause by giving the other Party written notice ("Notice of Termination") which clearly expresses that Party's intent to terminate the Agreement. Notice of Termination shall become effective no less than thirty (30) calendar days after a Party receives such notice. After either Party terminates the Agreement, Contractor shall discontinue further services as of the effective date of termination, and City shall pay Contractor for all Services satisfactorily performed up to such date.

**13. NO ASSIGNMENT OR SUBCONTRACTING OF AGREEMENT.**

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

**14. NO THIRD PARTY BENEFICIARY.**

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

**15. INDEPENDENT CONTRACTOR.**

Contractor and all person(s) employed by or contracted with Contractor to furnish labor and/or materials under this Agreement are independent contractors and do not act as agent(s) or employee(s) of City. Contractor has full rights, however, to manage its employees in their performance of Services under this Agreement. Contractor is not authorized to bind City to any contracts or other obligations.

**16. NO PLEDGING OF CITY'S CREDIT.**

Under no circumstances shall Contractor have the authority or power to pledge the credit of City or incur any obligation in the name of City. Contractor shall save and hold harmless the City, its City Council, its officers, employees, boards and commissions for expenses arising out of any unauthorized pledges of City's credit by Contractor under this Agreement.

**17. CONFIDENTIALITY OF MATERIAL.**

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

**18. USE OF CITY NAME OR EMBLEM.**

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

**19. OWNERSHIP OF MATERIAL.**

All material, including information developed on computer(s), which shall include, but not be limited to, data, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports and other material developed, collected, prepared or caused to be prepared under this Agreement shall be the property of City but Contractor may retain and use copies thereof. City shall not be limited in any way or at any time in its use of said material. However, Contractor shall not be responsible for damages resulting from the use of said material for work other than Project, including, but not limited to, the release of this material to third parties.

**20. RIGHT OF CITY TO INSPECT RECORDS OF CONTRACTOR.**

City, 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 goods or services provided under this Agreement, 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 City. Any expenses not so recorded shall be disallowed by City.

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

**21. CORRECTION OF SERVICES.**

Contractor agrees to correct any incomplete, inaccurate or defective Services at no further costs to City, when such defects are due to the negligence, errors or omissions of Contractor.

**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 state or federal law.

**23. HOLD HARMLESS/INDEMNIFICATION.**

To the extent permitted by law, Contractor 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 claim arising therefrom, for which City shall become liable arising from Contractor's negligent, reckless or wrongful acts, errors, or omissions with respect to or in any way connected with the Services performed by Contractor pursuant to this Agreement.

**24. INSURANCE REQUIREMENTS.**

During the term of this Agreement, and for any time period set forth in Exhibit C, Contractor shall provide and maintain in full force and effect, at no cost to City insurance policies with respect to employees and vehicles assigned to the Performance of Services under this Agreement with coverage amounts, required endorsements, certificates of insurance, and coverage verifications as defined in Exhibit C.

**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 City and Contractor. No other understanding, agreements, conversations, or otherwise, with any representative of City 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 City.

**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 City of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement.

**29. NOTICES.**

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

City of Santa Clara  
Attention: [Building Maintenance]  
1500 Warburton Avenue  
Santa Clara, California 95050  
or by facsimile at (408) 247-0594

And to Contractor addressed as follows:

Name: Orchard Commercial, Inc.  
Address: 2055 Laurelwood Rd. Suite 130  
Santa Clara, California 95054  
or by facsimile at (408) 922-0157

If notice is sent via facsimile, a signed, hard copy of the material shall also be mailed. The workday the facsimile was sent shall control the date notice was deemed given if there is a facsimile machine generated document on the date of transmission. A facsimile 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 City 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). The Parties may agree to extend the time allowed for mediation under this Agreement.
- C. The costs of mediation shall be borne by the Parties equally.
- D. For any contract dispute, mediation under this section is a condition precedent to filing an action in any court. In the event of mediation which arises out of any dispute related to this Agreement, the Parties shall each pay their respective attorney's fees, expert witness costs and cost of suit through mediation only. In the event of litigation, the prevailing Party shall recover its reasonable costs of suit, expert's fees, and attorney's fees. If mediation does not resolve the dispute, the Parties agree that the matter shall be litigated in a court of law, and not subject to the arbitration provisions of the Public Contracts Code.

**33. COMPLIANCE WITH ETHICAL STANDARDS.**

Contractor shall:

- A. Read Exhibit D, entitled "ETHICAL STANDARDS FOR CONTRACTORS SEEKING TO ENTER INTO AN AGREEMENT WITH THE CITY OF SANTA CLARA, CALIFORNIA"; and,
- B. Execute Exhibit E, entitled "AFFIDAVIT OF COMPLIANCE WITH ETHICAL STANDARDS."

**34. AFFORDABLE CARE ACT OBLIGATIONS**

To the extent Contractor is obligated to provide health insurance coverage to its employees pursuant to the Affordable Care Act ("Act") and/or any other similar federal or state law, Contractor warrants that it is meeting its obligations under the Act and will fully indemnify and hold harmless City for any penalties, fines, adverse rulings, or tax payments associated with Contractor's responsibilities under the Act.

## **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 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 City if a conflict arises.

### **35. PROGRESS SCHEDULE.**

The Progress Schedule will be as set forth in the attached Exhibit F, entitled "MILESTONE SCHEDULE" if applicable.

### **36. PREVAILING WAGES.**

Labor Code Compliance. Contractor must conform to the provisions of Labor Code sections 1720 through 1815, and all applicable provisions of California Code of Regulations found in Title 8, Chapter 8, Subchapter 3, Articles 1-7. Contractor agrees to include prevailing wage requirements in its contracts for the Project.

Requirements in Subcontracts. Contractor shall require its contractors to include prevailing wage requirements in all subcontracts funded by this Agreement. Subcontracts shall include all prevailing wage requirements set forth in Contractor's contracts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument; and, the Parties agree that signatures on this Agreement, including those transmitted by facsimile, shall be sufficient to bind the Parties.

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.

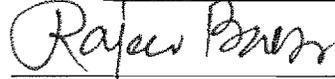
**CITY OF SANTA CLARA, CALIFORNIA**  
a chartered California municipal corporation

APPROVED AS TO FORM:



RICHARD E. NOSKY, JR.  
City Attorney

Dated: 8.4.16



RAJEEV BATRA  
Acting City Manager  
1500 Warburton Avenue  
Santa Clara, CA 95050  
Telephone: (408) 615-2210  
Fax: (408) 241-6771

ATTEST:

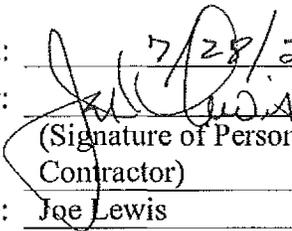


ROD DIRIDON, JR.  
City Clerk

"CITY"

**ORCHARD COMMERCIAL, INC.**  
California corporation

Dated: 7/28/2016

By: 

(Signature of Person executing the Agreement on behalf of Contractor)

Name: Joe Lewis

Title: President

Local Address: 2055 Laurelwood Road, Suite 130

Santa Clara, California 95054

Email Address: jlewis@orchardcommercial.com

Telephone: (408) 922-0400

Fax: (408) 922-0157

"CONTRACTOR"

S:\Attorney\AGREEMENTS\Service\OVER \$50K SERVICE AGREEMENT FORM.doc

**AGREEMENT FOR THE PERFORMANCE OF SERVICES  
BY AND BETWEEN THE  
CITY OF SANTA CLARA, CALIFORNIA,  
AND  
ORCHARD COMMERCIAL, INC.  
PROPERTY MANAGEMENT SERVICES FOR THE SANTA CLARA CONVENTION  
CENTER (MD#183)**

**EXHIBIT A**

**SCOPE OF SERVICES**

The Services to be performed for the City by the Contractor under this Agreement are more fully described in the Contractor's proposal entitled, "Property Management Services for Santa Clara Convention Center Complex (MD #183)" dated May 2, 2016, which is attached to this Exhibit A.

**SCOPE OF SERVICES**

**A. Project Objective**

The services to be provided by the Contractor under this Agreement are to provide the property management services necessary to operate, repair, and maintain the Santa Clara Convention Center Complex Maintenance District No. 183 ("District") common area property and facilities in a first-class condition consistent with the needs and operations of the Convention Center, Hotel, and Techmart office building uses of these common areas, and coordinate with the City for contract approvals and payments, and annual budget preparation. The common area improvements generally consist of, but are not limited to, surface and structural (parking garage) parking, landscaping, trees, paving, pedestrian bridges, space frames, lighting, fountains, elevators, banners, reader boards, and appurtenances. The project site is presented in Plate A, and is located at 5001, 5101, and 5201 Great America Parkway, Santa Clara, CA (at the corner of Great America Parkway and Tasman Drive).

**B. Professional Property Management Standards**

Contractor represents and warrants to City that Contractor has the skill and professional competence, experience and expertise to undertake the obligations imposed by this Agreement. The Contractor shall exert its best efforts, to use diligence in the performance of this Agreement, to furnish the services of its firm for the operation and management of the Property, and to exercise the highest degree of professional competence in managing the Property so as to provide the

City with first class services, conducted in a timely manner within operational limits requested by District entities, and at a reasonable cost.

**C. Base Property Management Services**

1. Manage, coordinate and inspect the exterior operation, maintenance and repair activities at the site. Duties include, but may not be limited to, oversight of the existing vendor base, and take actions necessary to assure vendors are providing services as agreed upon by contracts for:
  - a. Landscape services (which includes exterior janitorial work) (onsite 7 days a week), including significant number of high cost palm trees
  - b. Parking lot sweeping services (7 days/week in most areas)
  - c. Security services (7 nights and weekend service)
  - d. Space frame cleaning at Hotel and Techmart entries and crosswalk
  - e. Garage elevator contract maintenance
  - f. Minor repair and maintenance of three onsite fountains
  - g. Banner change outs six times a year
  - h. Exterior electrical maintenance/lighting, including two reader boards
  - i. Occasional ordering of additional services for large events
  - j. Securing other service providers on an as-needed/when-needed basis
  - k. Site cleaning and painting of all surfaces, and graffiti removal
  - l. Trimming of trees greater than 15 feet
2. Manage, coordinate and visit the property frequently to inspect the exterior maintenance and repair activities at the site.
3. Coordinate with Convention Center staff the review and approval of payment of parking services contractor invoice for onsite dynamic parking control

4. Periodic bidding of services to assure competitive pricing. All services listed in C.1. above are current with new three-year contracts, which are current until the end of 2013 or 2014. One time repairs and other incidental services are bid on an ongoing basis. Periodic review to determine if greater efficiencies may be achievable within the current contracts while still maintaining common areas in first-class condition.
5. Respond with appropriate actions at any time of day or night to deal with requests needing immediate actions by site contractors.
6. Review and recommend to City approval for payment of Contractor invoices for services in a timely manner. City shall pay all bills, which are related to the Property. Contractor shall forward any bills/invoices Contractor receives to the City for payment. Contractor shall not have any bank accounts on behalf of the City. All security deposits, rents, monies regarding the Property shall be forwarded to City and shall be maintained by City in City's bank account. City is responsible to handle all monies of the Property. City is responsible to pay all invoices/bills of the Property. If City fails to pay bills/invoices of the Property, then Contractor shall be excused from performing the services or any other duties under this Agreement to the extent of such failure.
7. The City of Santa Clara provides insurance, and passes the cost through to the District. Continue to coordinate as-needed with the City of Santa Clara for insurance.
8. Conduct monthly meetings of the site contractors, the City, and the three partners (Hotel, Convention Center and Techmart) to keep them informed of operations in the common areas, and prepare and distribute meeting minutes.
9. Produce draft annual budget with sufficient detail and in a timely manner on or before January 30. Capital or one-time expense budget to include recommendations for future years. Revise annual budget as directed by the City and District entities. Contractor shall not be deemed to have made any guarantee, warranty or representation whatsoever in connection with the Approved Budget or with respect to the performance of the Property, and City acknowledges that the Approved Budget and any other projections previously or hereafter prepared by Contractor are intended only to be reasonable estimates and that, notwithstanding Contractor's best efforts to operate the Property in accordance with the Approved Budget, actual results may vary due to unanticipated events and circumstances occurring after the preparation of the Approved Budget or other projection.
10. Other duties typical for professional management of exterior common areas.

11. Annual reconciliations of operating expenses.
12. At least quarterly financial reports on District expenses – exact format to be developed by successful proposer and approved by the City and District members.
13. Take necessary actions to prepare scopes of work and secure price quotations for District approved capital repairs, replacements, and restoration work within annual budgeted amounts. Upon approval to proceed contract, coordinate, inspect work, and correct any deficiencies. Obtain and assemble any warranties and operation/maintenance manuals.
14. Contractor will assist in coordination of property activities and be in frequent contact with the District entities to ensure smooth operations of their business activities.
15. Contractor is a property manager who shall coordinate contracts for vendors of the City. The contracts for the vendors, including but not limited to landscapers, tree trimmers, janitors, etc., shall be contracts entered into directly by the City with the vendor. The Contractor is not executing contracts directly with these vendors and these vendors are not the subcontractors of Contractor.

**D. Assessment of Vendor Agreements**

1. Upon commencement of this agreement, Contractor shall:
  - a. Review all existing contracts and services.
  - b. Identify appropriate scope of work and frequency of services.
  - c. Meet with each vendor to walk site and discuss specific duties and contractual expectations.
  - d. Set clear goals with vendor and prepare written documentation for review of measurable results.
  - e. Supervise, manage, inspect, and coordinate all maintenance and repair activities at the project on a routine and periodic basis.
2. Vendor Performance
  - a. Document vendor performance and any deficiencies.
  - b. Contractor shall work with vendor to immediately take steps to correct any deficiencies, and contact City representative immediately if vendor fails to correct deficiencies in a timely manner.

**E. Periodic Vendor Proposal Process**

1. Prior to the expiration of any vendor agreement, or when directed by the City, Contractor shall obtain proposals for routine maintenance services, and maintenance and repair.
2. Contractor shall coordinate with City to identify scope of work for maintenance and repair projects or utilize scope of work from routine maintenance activities already in place.
3. Contractor shall utilize City's existing vendor list, and any other approved vendors with the required expertise to participate in the proposal process.
4. Contractor shall, if necessary, meet with City, and/or potential vendors to review scope of work and to perform a site inspection of the area of work.
5. Provide to City a written scope of work, propose deadline and request references or other additional information as needed.
6. Contractor shall review each proposal package for accuracy and completeness.
7. Create a detailed analysis indicating price, vendor and any proposal variances or optional items.
8. Recommend to City vendor best suited to perform work.

**F. Direction and Communication**

1. The Contractor shall not be deemed an employee of the City, but shall at all times be an independent contractor performing property management services at the direction of the City.
2. Designated contacts from each District entity (Convention Center, Hotel, Techmart) may from time to time contact Contractor concerning needs, repairs, and vendor deficiencies. Contractor is authorized to take action to implement any repairs or corrections needed to:
  - a. Protect the property from imminent danger or damage
  - b. Prevent injury to persons
  - c. Avoid suspension of any necessary service to the property
  - d. Avoid penalties or fines
  - e. Direct vendors to correct contractual deficiencies
3. As soon as possible, Contractor shall notify the City of any unbudgeted repairs or corrections made, or requested, as soon as possible. City and Contractor shall coordinate presentation of unbudgeted requests to District entities for consideration.

**AGREEMENT FOR THE PERFORMANCE OF SERVICES  
BY AND BETWEEN THE  
CITY OF SANTA CLARA, CALIFORNIA,  
AND  
ORCHARD COMMERCIAL, INC.  
PROPERTY MANAGEMENT SERVICES FOR THE SANTA CLARA CONVENTION  
CENTER (MD#183)**

**EXHIBIT B**

**FEE SCHEDULE**

In no event shall the amount billed to City by Contractor for services under this Agreement exceed two hundred and two hundred twenty five thousand dollars (\$225,000), subject to budget appropriations.

Orchard's team will function as a unit and dedicate approximately 70 hours per month to this assignment based on our understanding of the scope of work. Our fee will be fixed on a monthly basis and is intended to compensate for the estimated time and resources required of the team. We anticipate the breakdown of time per position to be as follows:

VP/Senior Property Manager	5 hrs. @ \$75 + 30% burden = \$487
Property Manager	30 hrs. @ \$50 + 30% burden = \$1950
Assistant Property Manager	20 hrs. @ \$40 + 30% burden = \$1950
Admin Assistant.	15 hrs. @ \$30 + 30% burden = <u>\$585</u>

<b>Total Labor Cost</b>	<b>\$4972</b>
<b>Overhead/Profit</b>	<b><u>\$1278</u></b>
<b>Monthly Fee</b>	<b>\$6250</b>

**AGREEMENT FOR THE PERFORMANCE OF SERVICES  
BY AND BETWEEN THE  
CITY OF SANTA CLARA, CALIFORNIA,  
AND  
ORCHARD COMMERCIAL, INC.  
PROPERTY MANAGEMENT SERVICES FOR THE SANTA CLARA CONVENTION  
CENTER (MD#183)**

**EXHIBIT C**

**INSURANCE REQUIREMENTS**

Without limiting the Contractor's indemnification of the City, and prior to commencing any of the Services required under this Agreement, the Contractor shall provide and maintain in full force and effect, at its sole cost and expense, the following insurance policies with at least the indicated coverages, provisions and endorsements:

**D. COMMERCIAL GENERAL LIABILITY INSURANCE**

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

\$2,000,000 Each occurrence  
\$2,000,000 General aggregate  
\$2,000,000 Products/Completed Operations aggregate  
\$2,000,000 Personal Injury

2. Exact structure and layering of the coverage shall be left to the discretion of Contractor; however, any excess or umbrella policies used to meet the required limits shall be at least as broad as the underlying coverage and shall otherwise follow form.
3. The following provisions shall apply to the Commercial Liability policy as well as any umbrella policy maintained by the Contractor to comply with the insurance requirements of this Agreement:
  - a. Coverage shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits;
  - b. There shall be no cross liability exclusion which precludes coverage for claims or suits by one insured against another; and
  - c. Coverage shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of liability.

#### E. BUSINESS AUTOMOBILE LIABILITY INSURANCE

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

In the event that the Work being performed under this Agreement involves transporting of hazardous or regulated substances, hazardous or regulated wastes and/or hazardous or regulated materials, Contractor and/or its subcontractors involved in such activities shall provide coverage with a limit of two million dollars (\$2,000,000) per accident covering transportation of such materials by the addition to the Business Auto Coverage Policy of Environmental Impairment Endorsement MCS90 or Insurance Services Office endorsement form CA 99 48, which amends the pollution exclusion in the standard Business Automobile Policy to cover pollutants that are in or upon, being transported or towed by, being loaded onto, or being unloaded from a covered auto.

#### F. WORKERS' COMPENSATION

1. Workers' Compensation Insurance Policy as required by statute and employer's liability with limits of at least one million dollars (\$1,000,000) policy limit Bodily Injury by disease, one million dollars (\$1,000,000) each accident/Bodily Injury and one million dollars (\$1,000,000) each employee Bodily Injury by disease.
2. The indemnification and hold harmless obligations of Contractor included in this Agreement shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefit payable by or for Contractor or any subcontractor under any Workers' Compensation Act(s), Disability Benefits Act(s) or other employee benefits act(s).
3. This policy must include a Waiver of Subrogation in favor of the City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents.

#### G. COMPLIANCE WITH REQUIREMENTS

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

1. Additional Insureds. City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents are hereby added as additional insureds in respect to liability arising out of Contractor's work for City, using Insurance Services Office (ISO) Endorsement CG 20 10 11 85 or the combination of CG 20 10 03 97 and CG 20 37 10 01, or its equivalent.
2. Primary and non-contributing. Each insurance policy provided by Contractor shall contain language or be endorsed to contain wording making it primary insurance as respects to, and not requiring contribution from, any other insurance which the

Indemnities may possess, including any self-insurance or self-insured retention they may have. Any other insurance Indemnities may possess shall be considered excess insurance only and shall not be called upon to contribute with Contractor's insurance.

3. General Aggregate. The general aggregate limits shall apply separately to Contractor's work under this Agreement providing coverage at least as broad as Insurance Services Office (ISO) Endorsement CG 2503, 1985 Edition, or insurer's equivalent (CGL);
4. Cancellation.
  - a. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided due to non-payment of premiums shall be effective until written notice has been given to City at least ten (10) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least ten (10) days prior to the effective date of non-renewal.
  - b. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided for any cause save and except non-payment of premiums shall be effective until written notice has been given to City at least thirty (30) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least thirty (30) days prior to the effective date of non-renewal.
5. Other Endorsements. Other endorsements may be required for policies other than the commercial general liability policy if specified in the description of required insurance set forth in Sections A through D of this Exhibit C, above.

#### H. ADDITIONAL INSURANCE RELATED PROVISIONS

Contractor and City agree as follows:

1. Contractor agrees to ensure that subcontractors, and any other party involved with the Services who is brought onto or involved in the performance of the Services by Contractor, provide the same minimum insurance coverage required of Contractor, except as with respect to limits. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. Contractor agrees that upon request by City, all agreements with, and insurance compliance documents provided by, such subcontractors and others engaged in the project will be submitted to City for review.
2. Contractor agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or



**AGREEMENT FOR THE PERFORMANCE OF SERVICES  
BY AND BETWEEN THE  
CITY OF SANTA CLARA, CALIFORNIA,  
AND  
ORCHARD COMMERCIAL, INC.  
PROPERTY MANAGEMENT SERVICES FOR THE SANTA CLARA CONVENTION  
CENTER (MD#183)**

**EXHIBIT D**

**ETHICAL STANDARDS FOR CONTRACTORS SEEKING TO ENTER INTO AN  
AGREEMENT WITH THE CITY OF SANTA CLARA, CALIFORNIA**

**Termination of Agreement for Certain Acts.**

- A. The City 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 Federal, State or local law or regulation;
    - 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 City contractor or subcontractor; and/or,
    - e. Made (or makes) any false statement(s) or representation(s) with respect to this Agreement.

---

<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.

2. If fraudulent, criminal or other seriously improper conduct of any officer, director, shareholder, partner, employee or other individual associated with the Contractor can be imputed to the Contractor when the conduct occurred in connection with the individual's performance of duties for or on behalf of the Contractor, with the Contractor's knowledge, approval or acquiescence, the Contractor's acceptance of the benefits derived from the conduct shall be evidence of such knowledge, approval or acquiescence.
- B. The City may also terminate this Agreement in the event any one or more of the following occurs:
1. The City 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 City determines that the Contractor fails to submit information, or submits false information, which is required to perform or be awarded a contract with City, including, but not limited to, Contractor's failure to maintain a required State issued license, failure to obtain a City business license (if applicable) or failure to provide 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 City's action to the City Council by filing a written request with the City Clerk within ten (10) days of the notice given by City to have the matter heard. The matter will be heard within thirty (30) days of the filing of the appeal request with the City Clerk. The Contractor will have the burden of proof on the appeal. The Contractor shall have the opportunity to present evidence, both oral and documentary, and argument.

---

<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 the City for the successful performance of the obligations of the Contractor to the City.

**AGREEMENT FOR THE PERFORMANCE OF SERVICES  
BY AND BETWEEN THE  
CITY OF SANTA CLARA, CALIFORNIA,  
AND  
ORCHARD COMMERCIAL, INC.**

**EXHIBIT E**

**AFFIDAVIT OF COMPLIANCE WITH ETHICAL STANDARDS**

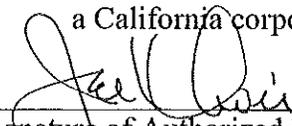
I hereby state that I have read and understand the language, entitled "Ethical Standards" set forth in Exhibit D. I have the authority to make these representations on my own behalf or on behalf of the legal entity identified herein. I have examined appropriate business records, and I have made appropriate inquiry of those individuals potentially included within the definition of "Contractor" contained in Ethical Standards at footnote 1.

Based on my review of the appropriate documents and my good-faith review of the necessary inquiry responses, I hereby state that neither the business entity nor any individual(s) belonging to said "Contractor" category [i.e., owner or co-owner of a sole proprietorship, general partner, person who controls or has power to control a business entity, etc.] has been convicted of any one or more of the crimes identified in the Ethical Standards within the past five (5) years.

The above assertions are true and correct and are made under penalty of perjury under the laws of the State of California.

Orchard Commercial, Inc.

a California corporation

By:   
Signature of Authorized Person or Representative

Name: JOE LEWIS

Title: PRESIDENT ORCHARD COMMERCIAL, INC.

**NOTARY'S ACKNOWLEDGMENT TO BE ATTACHED**

Please execute the affidavit and attach a notary public's acknowledgment of execution of the affidavit by the signatory. If the affidavit is on behalf of a corporation, partnership, or other legal entity, the entity's complete legal name and the title of the person signing on behalf of the legal entity shall appear above. Written evidence of the authority of the person executing this affidavit on behalf of a corporation, partnership, joint venture, or any other legal entity, other than a sole proprietorship, shall be attached.

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )

County of Santa Clara )

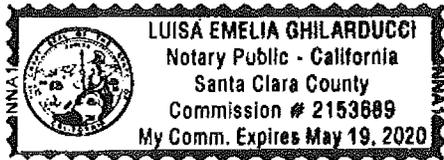
On July 28<sup>th</sup>, 2016 before me, Luisa Emelia Ghilarducci, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Joe Ted Lewis, President  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Handwritten Signature]  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_

Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

Corporate Officer — Title(s): \_\_\_\_\_

Partner —  Limited  General

Individual  Attorney in Fact

Trustee  Guardian or Conservator

Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

Corporate Officer — Title(s): \_\_\_\_\_

Partner —  Limited  General

Individual  Attorney in Fact

Trustee  Guardian or Conservator

Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_





**Date:** COUNCIL RECESS 2016

**To:** City Manager for Council Action

**From:** Director of Public Works/City Engineer

**Subject:** Recess 2016: Approval of the Property Management Services Agreement for the Santa Clara Convention Center Complex (Maintenance District #183) with Orchard Commercial, Inc.

#### **EXECUTIVE SUMMARY**

The Public Works Department is responsible for administering and coordinating the ongoing maintenance of the Santa Clara Convention Center Complex (Maintenance District #183). The Public Works Department conducted a Request for Quote for Property Management Services. The City and the District Partners evaluated four Property Management Companies. Through an extensive interview process, it was agreed upon by the District Partners, which include the Santa Clara Convention Center, Hyatt Regency and Equity Offices (Techmart), to hire Orchard Commercial, Inc. as the Property Management firm to assist the Public Works Department in providing property maintenance services for Maintenance District #183. The No.1 ranked proposer was unable to meet City's standard insurance requirements. Orchard Commercial Inc, is the next highest ranked proposer, and is able to satisfy all the City's contractual requirements.

The base management fee is \$6,250 per month.

#### **ADVANTAGES AND DISADVANTAGES OF ISSUE**

Approval of this 3 year agreement would assist the Public Works Department in managing and maintaining the Maintenance District #183 infrastructure until 7/31/2019.

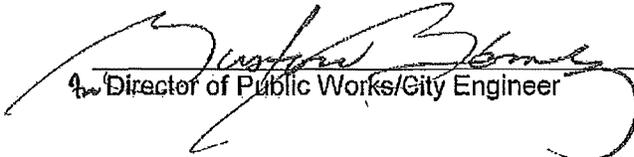
#### **ECONOMIC/FISCAL IMPACT**

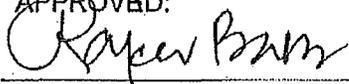
The amount paid to Orchard Commercial, Inc. for property management services for Maintenance District #183 will be \$225,000 over 3 years. Funds are available in the Santa Clara Convention Center Maintenance District account (026-2961-87870).

Subject: Recess 2016: Approval of the Property Management Services Agreement for the Santa Clara Convention Center Complex (Maintenance District #183) with Orchard Commercial, Inc.  
Page 2

**RECOMMENDATION**

That the Council approve and authorize the City Manager to execute the Agreement for the Performance of Services by and between the City of Santa Clara and Orchard Commercial, Inc. to provide daily ongoing property management services at the Santa Clara Convention Center Complex (Maintenance District #183) in an amount of \$75,000 for FY 2016-17, \$75,000 for FY 2017-18 and \$75,000 for FY 2018-19, not to exceed \$225,000 for the 3-year term expiring on July 31, 2019, subject to budget appropriations.

  
\_\_\_\_\_  
Director of Public Works/City Engineer

APPROVED:  
  
\_\_\_\_\_  
Rajeev Batra  
Acting City Manager

Certified as to Availability of Funds: *OK*  
026-2961-87870                      \$75,000

  
\_\_\_\_\_  
Sup Gary Ameling  
Director of Finance

**MAJORITY VOTE OF COUNCIL**

Documents Related to this Report:  
1) Agreement

**AMENDMENT NO. 1  
TO THE AGREEMENT FOR THE PERFORMANCE OF SERVICES  
BY AND BETWEEN THE  
CITY OF SANTA CLARA, CALIFORNIA,  
AND  
ORCHARD COMMERCIAL, INC.  
PROPERTY MANAGEMENT SERVICES FOR THE SANTA CLARA CONVENTION  
CENTER (MD #183)**

**PREAMBLE**

This agreement ("Amendment No. 1") is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Orchard Commercial, Inc., a California corporation, (Contractor). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

**RECITALS**

- A. The Parties previously entered into an agreement entitled "Agreement for the Performance of Services by and between the City of Santa Clara and Orchard Commercial, Inc. Property Management Services for the Santa Clara Convention Center (MD #183)", dated August 4, 2016 (the "Original Agreement"); and
- B. The Parties entered into the Original Agreement for the purpose of having Contractor provide property management service for the Santa Clara Convention Center Complex (MD #183), and the Parties now wish to amend the Original Agreement to increase the amount of the Contract and extend for an additional two (2) years.
- C. The Parties agree as follows:

**AGREEMENT TERMS AND CONDITIONS**

**1. AMENDMENT TERMS AND CONDITIONS**

That the first paragraph of Exhibit B ("Schedule of Fees") of the Original Agreement is hereby amended to read as follows:

"In no event the amount billed to City by Contractor for services under this Agreement exceed three hundred ninety-five thousand five hundred and eight-teen dollars (\$395,518), subject to budget appropriations.

**2. AMENDMENT TERMS AND CONDITIONS**

That paragraph number 5 of Section "Agreement Provisions" of the Original Agreement, entitled "Term of Agreement" is hereby amended by deleting the existing Section 5 in its entirety and replacing it with the following:

"Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on the Effective Date of this Agreement and terminated July 31, 2021."

**3. TERMS**

All other terms of the Original Agreement which are not in conflict with the provisions of this Amendment No. 1 shall remain unchanged in full force and effect. In case of a conflict in the terms of the Original Agreement and this Amendment No. 1, the provisions of this Amendment No. 1 shall control.

**4. COUNTERPARTS**

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

(Signatures continue on Page 3 of 3)

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:

Approved as to Form:

Dated:

8-27-19



BRIAN DOYLE  
City Attorney

DEANNA J. SANTANA  
City Manager  
1500 Warburton Avenue  
Santa Clara, CA 95050  
Telephone: (408) 615-2210  
Fax: (408) 241-6771

"CITY"

**ORCHARD COMMERCIAL, INC.**  
California corporation

Dated:

3/20/2019

By (Signature):

Name: Joe Lewis

Title: President

Principal Place of Business Address: 2055 Laurelwood Road, Suite 130, Santa Clara, California 95054

Email Address: jlewis@orchardcommercial.com

Telephone: (408) 922-0400

Fax: (408) 922-0157

"CONTRACTOR"



## Agenda Report

19-284

Agenda Date: 7/9/2019

---

### REPORT TO COUNCIL

#### SUBJECT

Action on an Amendment No. 1 to an Agreement with Orchard Commercial, Inc. to Assist in Providing Property Management Services for Maintenance District 183

#### BACKGROUND

The Department of Public Works is responsible for administering and coordinating Maintenance District 183 (District) for the ongoing maintenance of the Santa Clara Convention Center complex grounds (Convention Center). Maintenance obligations include landscaping, janitorial, water fountain maintenance, security and parking control. In 2016, DPW advertised a Request for Proposals for Property Management Services and received four proposals. The City and its three District partners, which include managers of the Convention Center, Hyatt Regency and Techmart properties, evaluated the proposals and conducted interviews. Based on the results of this evaluation process the District partners unanimously agreed to hire Orchard Commercial, Inc. (OCI) as the property management firm to assist DPW in providing property management services for the District. OCI was selected because of their local experience, adequate staffing and experience managing large commercial properties.

#### DISCUSSION

OCI has been providing property management services at the Convention Center for approximately three years. The initial term of the Agreement with OCI was for three years and is expiring on July 31, 2019. OCI has been performing very well under the current Agreement and all three members of the District have been very satisfied with their performance. OCI has experienced, qualified staff and has done a great job coordinating with the District overseeing the maintenance of the property and completing projects within budget. District partners have met, voted and reached a unanimous decision to recommend that the management agreement with OCI be extended for the reasons previously mentioned.

Staff is recommending a two-year extension to the existing agreement with OCI. The base management fee was \$6,250 per month and will now be amended to \$6,459 per month for the next two-year term. Staff evaluated this to be a reasonable price and represents a modest increase to the existing fees. OCI has agreed to the proposed fees for both years of the extension.

#### ENVIRONMENTAL REVIEW

The action being considered is exempt from the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15301 "Existing Facilities" as the activity consists of the restoration or rehabilitation of deteriorated or damaged structures, facilities, or mechanical equipment.

---

### FISCAL IMPACT

The existing agreement with Orchard Commercial, Inc. is \$225,000 including contingency. The amount to be paid to Orchard Commercial, Inc. for the two-year amendment is \$170,518 which is \$77,508 per year and includes a contingency of \$15,502 for unforeseen services. The total amended agreement amount is \$395,518, which shall be subject to future budget appropriations. These costs were included in the Proposed FY 2019/20 and FY 20/21 Operating Budgets.

### 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>> or at the public information desk at any City of Santa Clara public library.

### RECOMMENDATION

1. Approve and authorize the City Manager to execute Amendment No. 1 with Orchard Commercial inc. to Assist in Providing Property Management Services for Maintenance District 183 for a two-year extension in an amount not-to-exceed \$170,518, subject to future budget appropriations; and
2. Authorize the City Manager to make minor modifications to Amendment No. 1, if necessary.

Reviewed by: Craig Mobeck, Director of Public Works

Approved by: Deanna J. Santana, City Manager

### ATTACHMENTS

1. Amendment No. 1

**AMENDMENT NO. 2  
TO THE AGREEMENT FOR SERVICES  
BETWEEN THE  
CITY OF SANTA CLARA, CALIFORNIA,  
AND  
ORCHARD COMMERCIAL, INC.**

**PREAMBLE**

This agreement ("Amendment No. 2") is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Orchard Commercial, Inc., a California corporation, (Contractor). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

**RECITALS**

- A. The Parties previously entered into an agreement entitled "Agreement for the Performance of Services By and Between the City of Santa Clara, California, and Orchard Commercial, Inc. Property Management Services for the Santa Clara Convention Center (MD #183)", dated August 4, 2016 (Agreement);
- B. The Agreement was previously amended by Amendment No. 1, dated August 27, 2019, and is again amended by this Amendment No. 2. The Agreement and all previous amendments are collectively referred to herein as the "Agreement as Amended"; and
- C. The Parties entered into the Agreement as Amended for the purpose of having Contractor provide property management services for the Santa Clara Convention Center Complex, and the Parties now wish to amend the Agreement as Amended to increase the maximum not-to-exceed compensation and to extend the term of the agreement for one additional year through July 31, 2022.

NOW, THEREFORE, the Parties agree as follows:

**AMENDMENT TERMS AND CONDITIONS**

1. Section 5 of the Agreement as Amended, entitled "TERM OF AGREEMENT" is amended to read as follows:

"Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of the Agreement shall begin on the Effective Date of this Agreement and terminate on July 31, 2022."

2. Revised Exhibit B of the Agreement as Amended, entitled "Fee Schedule" is hereby amended to read as shown in Second Revised Exhibit B, attached herein.
3. Except as set forth herein, all other terms and conditions of the Agreement as Amended shall remain in full force and effect. In case of a conflict in the terms of the Agreement as Amended and this Amendment No. 2, the provisions of this Amendment No. 2 shall control.

The Parties acknowledge and accept the terms and conditions of this Amendment No. 2 as evidenced by the following signatures of their duly authorized representatives.

**CITY OF SANTA CLARA, CALIFORNIA**  
a chartered California municipal corporation

Approved as to Form: \_\_\_\_\_

Dated: \_\_\_\_\_

\_\_\_\_\_  
BRIAN DOYLE  
City Attorney

\_\_\_\_\_  
DEANNA J. SANTANA  
City Manager  
1500 Warburton Avenue  
Santa Clara, CA 95050  
Telephone: (408) 615-2210  
Fax: (408) 241-6771

"CITY"

**ORCHARD COMMERCIAL, INC.**  
a California corporation

June 28, 2021

Dated: \_\_\_\_\_

By (Signature):  \_\_\_\_\_

Name: Byron Renfro

Title: President/COO

Principal Place of Business Address: 2055 Laurelwood Road, Suite 130  
Santa Clara, CA 95054

Email Address: brenfro@orchardcommercial.com

Telephone: (408) 922-0400

Fax: (408) 922-0157

"CONTRACTOR"

**SECOND REVISED EXHIBIT B  
FEE SCHEDULE**

In no event shall the amount billed to the City by Contractor for services under this Agreement exceed **Four Hundred Seventy-Two Thousand Nine Hundred Eighteen Dollars (\$472,918)**, subject to the appropriation of funds.

Orchard’s team will function as a unit and dedicate approximately 70 hours per month to this assignment based on our understanding of the scope of work. Our fee will be fixed on a monthly basis and is intended to compensate for the estimated time and resources required of the team. The monthly rate is established as below in Table B1:

**Table B1: Fees**

DESCRIPTION	MONTHLY FEE	TOTAL
<b>Original Agreement (08/04/16 - 07/31/19)</b>		
Property Management Service Fee	\$ 6,250	\$ 225,000
<b>Original Agreement Total</b>		<b>\$ 225,000</b>
<b>Amendment No. 1 (08/01/19 - 07/31/21)</b>		
Property Management Service Fee	\$ 6,459	\$ 155,016
Contingency		\$ 15,502
Amendment No. 1 Total		\$ 170,518
<b>Revised Maximum Not-To-Exceed Compensation</b>		<b>\$ 395,518</b>
<b>Amendment No. 2 (08/01/21 - 7/31/22)</b>		
Property Management Service Fee	\$ 6,450	\$ 77,400
Amendment No. 2 Total		\$ 77,400
<b>SECOND REVISED MAXIMUM NOT-TO-EXCEED COMPENSATION</b>		<b>\$ 472,918</b>



## Agenda Report

21-543

Agenda Date: 7/6/2021

### REPORT TO COUNCIL

#### SUBJECT

Approval of the 2021 Santa Clara County Multi-Jurisdictional Program for Public Information; a program under the Community Rating System of the Federal Emergency Management Agency's National Flood Insurance Program

#### COUNCIL PILLAR

Deliver and Enhance High Quality Efficient Services and Infrastructure

#### BACKGROUND

The Federal Emergency Management Agency (FEMA) requires the elected body of each community who participates in the National Flood Insurance Program's (NFIP) Community Rating System (CRS) to approve a Multi-Jurisdictional Program for Public Information (PPI) (5-Year Plan) in order to receive points under the CRS program. CRS is a voluntary program under the NFIP that allows communities to earn flood insurance premium discounts for their residents and businesses. Communities earn CRS points for activities that promote flood risk reduction practices, including implementation of outreach activities under the PPI. Communities are assigned class ratings based on the points earned. CRS Class ratings are assigned at 500-point increments and each improvement in class rating nets an additional 5 percent discount for property owners who pay flood insurance premiums in participating communities. Since Valley Water is not a land-use agency, the points they earn as a "fictitious community" (a special FEMA designation) provide a foundation for communities to build upon. FEMA approved this unique arrangement in 1998. Based on calculations from November 2020, the total savings for City of Santa Clara residents and businesses from CRS discounts is approximately \$90,000 a year with the current classification of Class 7. Total savings for Santa Clara County residents from CRS discounts is approximately \$2.37 million a year.

The PPI was introduced into Santa Clara County's CRS program in 2013 and participation is voluntary. As part of the PPI process, local communities work together to decide which flood risk reduction messages are the most appropriate and design a program to deliver those messages. The number of points earned as a result of having an approved PPI will vary depending on how extensive the program implemented is within each participating community's jurisdiction. Santa Clara Valley Water District (Valley Water) staff estimates that the 2021 Santa Clara County PPI (Attachment 1) being recommended will earn in the range of 80-200 points for each participating community within Valley Water's CRS User Group. These points contribute to discounts on flood insurance for the participating communities' constituents.

CRS communities must reconvene each year to evaluate whether the flood risk reduction messages are still appropriate and adjust the PPI if needed, while a complete update to the PPI must occur every five years. Additionally, a report must be submitted to FEMA annually and shared with each participating community governing body describing the PPI implementation and the report. On April

---

14, 2015, Valley Water's Board adopted the original 2015 Santa Clara County PPI 5-Year Plan. City of Santa Clara City Council approved the original 2015 PPI Plan on July 14, 2015.

In February 2020, Valley Water hosted the start of the five-year PPI process, in which 15 communities worked together to review and update the 2015 PPI Plan. These communities included the current 11 participating CRS communities (the Cities of Cupertino, Gilroy, Los Altos, Milpitas, Morgan Hill, Mountain View, Palo Alto, San Jose, Santa Clara, Sunnyvale, and Valley Water) and four communities that were interested in applying to become a CRS community (the Town of Los Gatos, the Town of Los Altos Hills, the City of Saratoga, and the County of Santa Clara). Staff and external stakeholders from each of the communities participated in drafting the revised PPI document. Due to the COVID-19 pandemic, many communities had to shift priorities to respond to the public health crisis; therefore, FEMA provided an extension for completing the PPI to early 2021. Valley Water reconvened the participating communities and stakeholders in October 2020 to begin developing the new 5-year PPI for Santa Clara County.

The PPI must be developed by a committee comprised of both staff and non-governmental representatives from each of the participating communities, known as the PPI Committee. The variety of participants ensures that unique perspectives and suggestions are considered that enhance the outreach plan. In addition to FEMA's standard messages, two other important messages were identified for Santa Clara County. The first was encouraging residents and workers to make a personal family emergency plan. The second was urging drivers to slow down on wet roads and avoid driving through ponded water to reduce traffic accidents.

The draft PPI was reviewed by FEMA to ensure its provisions fully comply with FEMA requirements prior to approval by any participating agency's government body. Valley Water approved the 2021 PPI 5-Year Plan on April 27, 2021 and provided the final approved 5-Year Plan to all the participating CRS communities, including the City of Santa Clara to present to City Council for approval and implementation.

### DISCUSSION

As part of the PPI Plan, during the five-year cycle the City must be visited by a CRS specialist to evaluate and audit the City's creditable flood risk reduction activities in order to determine the CRS class rating. Following the last CRS specialist visit in 2018, the City earned the maximum points achievable under the 2015 PPI 5-Year Plan, which contributed to the City's CRS class rating improving from Class 8 to Class 7 in 2019. Through this improvement the flood insurance discount for City of Santa Clara residents increased from 10 percent to 15 percent. Staff anticipates earning the maximum points available under the 2021 PPI 5-Year Plan at the next five-year cycle visit, which will help the City to maintain its Class 7 rating and provide the same flood insurance premium discount that Santa Clara residents and businesses currently enjoy.

One major difference between the 2015 and the 2021 PPI 5-Year Plan is the inclusion of a Flood Response Program (FRP). In 2018 Public Works staff lead the effort with staff from the Office of Emergency Services and the City's Communication Department to create the City's first FRP that provides a road map for City staff in various departments to quickly distribute prescribed messages through several social media outlets before, during, and after a storm event. This 2018 FRP was not part of the original 2015 PPI. In 2019, after the City received the maximum available CRS points under the 2015 PPI 5-Year Plan, staff shared the FRP with other communities in Santa Clara County and Valley Water, who expressed a high level of interest in adopting the City's FRP model. The 2021

---

PPI 5-Year Plan includes an enhanced FRP for all communities in Santa Clara County to implement.

As stated previously, FEMA requires the elected body of each community who participates in the NFIP's CRS to approve a Multi-Jurisdictional Program for Public Information (PPI) 5-Year Plan in order to receive PPI points under the CRS program. Council approval of the 2021 PPI Plan is necessary for the City to retain its CRS Class 7 rating and to receive the subsequent flood insurance premium discounts for Santa Clara residents and businesses. Without the PPI points, the City would be downgraded to CRS Class 8 rating, and Santa Clara residents and businesses would receive less flood insurance premium discounts.

#### ENVIRONMENTAL REVIEW

The recommendation action does not constitute a project under CEQA because it does not have the potential for resulting in direct or reasonably foreseeable indirect physical change in the environment.

#### FISCAL IMPACT

There is no financial impact associated with this item.

#### 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

Approve the implementation of the 2021 Santa Clara County Multi-Jurisdictional Program for Public Information 5-Year Plan for the Community Rating System Program.

Reviewed by: Craig Mobeck, Director of Public Works

Approved by: Deanna J. Santana, City Manager

#### ATTACHMENTS

1. 2021 Santa Clara County Multi-Jurisdictional PPI
2. PPI Appendix A
3. PPI Appendix D

# Santa Clara County Multi-Jurisdictional Program for Public Information 2021 (5-Year Plan)



CITY OF  
**PALO  
ALTO**



CITY OF  
**CUPERTINO**



Sunnyvale



April 2021

Prepared by:

Santa Clara Valley Water District

and

Participating County of Santa Clara Communities

# TABLE OF CONTENTS

	Page
LIST OF ABBREVIATIONS	iii
I. BACKGROUND.....	1
II. GOALS.....	2
III. PPI COMMITTEE .....	3
IV. COMMUNITIES' FLOOD HAZARD AREA.....	8
a. County of Santa Clara	
b. Cupertino	
c. Gilroy	
d. Los Altos	
e. Los Altos Hills (town)	
f. Los Gatos (town)	
g. Milpitas	
h. Morgan Hill	
i. Mountain View	
j. Palo Alto	
k. San José	
l. Santa Clara	
m. Saratoga	
n. Sunnyvale	
V. TARGET AUDIENCES .....	40
VI. OTHER PUBLIC INFORMATION EFFORTS.....	42
VII. COMMUNICATION STRATEGY, PROJECTS, AND INITIATIVES .....	44
VIII. ANNUAL EVALUATION .....	66
IX. FIVE-YEAR PPI REVISIONS .....	67
X. ADOPTION .....	67
XI. REFERENCES.....	67
XII. APPENDIX A: CRS Creditable Outreach and Flood Response Projects by Community (in separate electronic file).....	69
XIII. APPENDIX B: Additional CRS Outreach Projects .....	78
XIV. APPENDIX C: Past Members of the Santa Clara County 2015 PPI Committee.....	87
XV. APPENDIX D: Definitions of FEMA Flood Zone Designations.....	88

## List of Abbreviations

<b>Abbreviation</b>	<b>Description</b>
AFN	Access and Functional Needs
ALERT	Automated Local Evaluation in Real Time
ARES	Amateur Radio Emergency Services
CADRE	Collaborating Agencies' Disaster Relief Effort
CAL	Communities at Large
CCD	Coastal Clean-Up Day
CERT	Community Emergency Response Team
CFM	Certified Floodplain Manager
CFPW	California Flood Preparedness Week
CIP	Capital Improvement Projects
COVID	Corona Virus Disease
CP	Coverage Improvement Plan
CPI	Coverage Improvement Plan Implementation
CPRU	Community Project Review Unit
CRS	Community Rating System
CUP	City of Cupertino
CWM	Countywide Mailer
DFH	Disclosure of Flood Hazard
DWR	Department of Water Resources
ECHO	Executive Council of Homeowners
EOC	Emergency Operations Center
ED	Earth Day
ESV	Emergency Services Volunteers
FAA	Financial Assistance Advice
FEMA	Federal Emergency Management Agency
FIRM	Flood Insurance Rate Map
FPM	Floodplain Manager or Floodplain Mailer
FRP	Flood Response Preparations
GIL	City of Gilroy
GIS	Geographic Information System
GF	Gilroy Garlic Festival
HOA	Homeowners Association
ISO	Insurance Services Office
JPA	Joint Powers Authority
LA	City of Los Altos
LAH	Town of Los Altos Hills
LG	Town of Los Gatos
MS4s	Municipal Separate Storm Sewer Systems
NFIP	National Flood Insurance Program
NOAA	National Ocean & Atmospheric Administration
NPDES	National Pollutant Discharge Elimination System

NRCD	National River Clean-Up Day
OA	Operational Area
OEM	Office of Emergency Management
OES	Office of Emergency Services
O&M	Operations & Maintainance
OP	Outreach Project
MCOH	Municipal Corporation Open House
MIL	City of Milpitas
MH	City of Morgan Hill
MV	City of Mountain View
MVA&WF	Mountain View Art & Wine Festival
PA	City of Palo Alto
PE	Professional Engineer
PG&E	Pacific Gas & Electric
PPA	Property Protection Advice
PPI	Program for Public Information
PPV	Protection Advice Provided after a Site Visit
PWWCOH	Public Works Week Community Open House
RACES	Radio Amateur Civil Emergency Service
ReadySCC	Ready Santa Clara County
REB	Real Estate Agent Brochure
RL	Repetitive Loss
SAR	City of Saratoga
SC	City of Santa Clara
SCC	Santa Clara County
SCVURPP	Santa Clara Valley Urban Runoff Pollution Prevention Program
SFHA	Special Flood Hazard Area
SJ	City of San José
SU	City of Sunnyvale
TA	Target Audience
TNL	Thursday Night Live
TP	Town Picnic
USACOE	United States Army Corps of Engineers
USGS	United States Geological Survey
VW	Valley Water
WDR	Waste Discharge Requirements
WEB	Flood Protection Website

## I. BACKGROUND

Santa Clara County is located at the south end of San Francisco Bay and has come to be known as Silicon Valley. Currently, eleven (11) of the seventeen (17) communities in Santa Clara County participate in the Federal Emergency Management Agency's (FEMA), National Flood Insurance Program (NFIP), Community Rating System (CRS), a program to provide discounts on flood insurance premiums. Santa Clara Valley Water District (Valley Water), the water management agency for Santa Clara County, participates as one of the few fictitious communities in the nation. This unique arrangement was set up with FEMA in 1998 so participating Santa Clara County CRS communities could take advantage of Valley Water's point-earning efforts. Essentially, this allows Valley Water's activities to provide a foundation of points with simplified bookkeeping, since FEMA has already approved the activities through Valley Water's 5-year verification visits and subsequent annual recertifications.

Flooding in Santa Clara County comes from heavy local rainstorms that occur during the winter months of December through March. Occasionally, the rainy season extends into April, but little rain falls between May to October. Valley Water designs and carries out extensive flood protection outreach programs. For example, Valley Water shares social media videos and postings, digital banners, newspaper advertorials, radio, and television/mobile ads targeted by area and language and maintains an extensive website of flood protection information. Communities have augmented Valley Water's efforts through other efforts targeted within their specific jurisdiction. Until the Program for Public Information (PPI) process started, there had been little discussion between the communities and Valley Water about the effectiveness of these programs and if they contained the most significant messages.

Since becoming part of the program, Valley Water has led meetings to educate participating communities floodplain managers and increase participation in CRS. In 2012, Valley Water hosted a 5-day FEMA class on Floodplain Management, to help prepare staff from local cities for the Certified Floodplain Manager (CFM) exam. Based on the high number of participants, it was clear that local communities were interested in working with their counterparts in other communities to understand the CRS program better and maximize their own jurisdiction's CRS points.

The California Department of Water Resources (DWR) provides statewide NFIP workshops that are designed to interpret and explain the NFIP regulations and to give an overview of the need for community-based floodplain management. DWR and FEMA conduct workshops for floodplain management agencies, including State and local officials. The workshops allow floodplain management officials to have a greater understanding of FEMA's minimum regulation requirements and how to meet them. Valley Water continues to coordinate with the DWR to ensure these trainings and workshops can be offered locally to our area's CFMs and floodplain management officials by hosting these events, at a minimum, every other year.

The new Program for Public Information (PPI) introduced in the *FEMA NFIP CRS Coordinator's Manual (Edition 2013)* was recognized as an excellent project to work on jointly with the CRS communities of Santa Clara County. As stated in the example PPI from Snohomish County, Washington:

*The Program for Public Information is a planning tool to provide a step-by-step coordinated approach to flood hazard outreach. The PPI can be developed and implemented by a single community or with other communities as a multi-jurisdictional effort. The purpose is the same: to improve communication with citizens, and to provide information about flood hazards, flood safety, flood insurance and ways to protect property and natural floodplain functions to those who can benefit from it. The intent of the CRS program, and the PPI, is to reduce injury to people and damage to property from future floods. Coordination between jurisdictions through a Multi-Jurisdictional Program for Public*

*Information further increases efficiency in resources and improves communication with citizens.*

Additionally, developing a Multi-Jurisdictional PPI in Santa Clara County was a way to earn significant CRS points, which may translate into greater discounts on flood insurance premiums for our policy holders. The Multi-Jurisdictional PPI rewards participants for developing messages that are tailored to local needs.

In November 2013, Valley Water proceeded to convene a meeting of all the CRS coordinators in the county to explain the PPI process and gauge interest for developing a Multi-Jurisdictional PPI for Santa Clara County. Although Valley Water offered to host the process and provided staffing, it was understood that for the 2015 PPI development each participating community would be required to: 1) conduct the CRS Self-Assessment; 2) recruit a non-governmental stakeholder; 3) participate in the PPI Committee meetings and 4) bring the PPI to their elected body for approval. With the enthusiastic support of the CRS coordinators, the PPI process was started.

In 2015, twelve (12) communities agreed to develop the PPI. These communities were comprised of the ten (10) incorporated cities, County of Santa Clara, and Valley Water. For the original twelve (12) communities, several factors encouraged development of the PPI in 2015. First, the California Department of Water Resources (DWR) *Flood Futures Report*, released in November of 2013, took a comprehensive look at flood risk across the entire state. Santa Clara County was listed second in California in two important flood risk categories: most-people-exposed-to-flooding and most-property-exposed-to-flooding. Additionally, the threat of sea-level rise and increases in storm intensity expected from climate change may make flooding more severe locally. Finally, the local Insurance Service Office (ISO) CRS Specialist brought it to Valley Water's attention as something that would work well with the agency's role as a fictitious community.

The six priority topics of the revised CRS program are essentially best management practices for households but are not necessarily focused on businesses. The major employers of Silicon Valley form a ring around the edge of the bay, located in areas subject to tidal flooding. As sea levels rise due to climate change, these industrial parks will be subject to more frequent flooding. Although the buildings may be designed to withstand floods, issues associated with flooded roads may create problems for thousands of workers getting to and from work. Each person who works in the tidal flooding zone will need to develop emergency plans for getting home before freeways flood, communicate with their families, and take care of them.

In Santa Clara County, most of the flood risk to households is from fluvial flooding (creek flooding). Since Santa Clara County is adjacent to San Francisco Bay, tidal and fluvial flooding both pose risks. Historically, fluvial flooding has caused most of the flood damage that has occurred here, but in the future, the risk of tidal flooding is expected to increase due to climate change-induced sea-level rise. The PPI Committee meetings have provided an opportunity for staff from the various cities and Valley Water, who work on CRS regularly, to talk about what the local flood messages really need to say and what aspects of the extensive public outreach plan are already in place and are working well. As electronic forms of communication become more and more a part of daily living, information is expected to be just a few clicks away. The role of local flood professionals is to make sure that the information is in place for people to find when they need it. In the PPI meetings, discussions have occurred as to what makes up that "needed information."

## II. GOALS

The PPI participants share a vision to improve the efficiency of the communities' collective outreach efforts and to tailor outreach messages better to local needs. The participants also see the PPI as the backbone activity of an ongoing CRS Users Group that will help the local governments maintain or improve their individual CRS ratings by encouraging the purchase of flood insurance and promoting best practices that reduce flood risk.

At the beginning of the PPI process, it was recognized that getting the twelve (12) communities to meet all the FEMA requirements for participation would be a challenge. Consequently, the goal was set for the first year's PPI as getting the process going with as many communities as possible and developing a track record of success. Given that Valley Water has had an extensive public outreach program for many years, the goal was not to increase the size and scope of the program but to tailor the existing programs to be more effective and efficient.

Through discussions with stakeholders during the PPI meetings, the PPI process was determined to be a good way to evaluate the existing outreach system and build on what works well. The cities' staff had good insight about what aspects of Valley Water's program were well-received with their residents through questions, complaints, and comments they have gotten from the public over the years. The stakeholders shared reactions to various components of past outreach efforts and their effectiveness in conveying the message.

Several messages relating to public safety came out of the discussions as messages that need to be stressed. One was to "*slow down on wet roads*" and the other is "*never drive through water.*" Even though these are common sense messages, there are accidents every rainy season because some people do not follow them.

The lack of personal emergency plans was also seen as an ongoing problem. Although it is easy to prepare these plans, many families do not get around to it until after the emergency has already happened. For the most part, the family emergency plan is the same for a whole range of emergencies. Locally, the most likely emergencies are related to fire, earthquake, or flooding.

Another goal that surfaced through the discussions is collaborating with non-governmental organizations like American Red Cross and Pacific Gas & Electric (PG&E), who conduct their own outreach. A few slides will be added to the standard American Red Cross and/or PG&E presentations on flooding and encouraging people to purchase flood insurance. The PPI participants may send speakers with knowledge of flooding to appropriate groups.

## III. PPI COMMITTEE

### 2015 PPI Committee

FEMA requires that each community provide at least two representatives to the regional PPI Committee, with at least half of the representatives from outside of the local government. Additionally, at least half of the representatives must attend all the meetings of the regional committee. The past 2015 PPI Committee is listed in Appendix C.

Each PPI Committee member was asked to share their perspectives on flood information needs and how the existing programs worked.

The meetings were organized to follow the example in the FEMA report *Developing a Program for Public Information (March 2013)* which breaks the process into the following seven (7) steps:

- Step 1: Establish a PPI Committee.
- Step 2: Assess the community's public information needs and inventory existing public information and outreach efforts.
- Step 3: Formulate messages.
- Step 4: Identify outreach projects to convey the messages.
- Step 5: Examine other public information initiatives.
- Step 6: Prepare the PPI document.
- Step 7: Implement, monitor, and evaluate the program.

The process was designed to be accomplished in four meetings to allow time for a wide range of discussions. Between the third and the fourth meeting, a subgroup worked on drafting the PPI for the rest of the committee members to review. The dates were set at the beginning of the process for participants to arrange their schedules accordingly. Even with a lot of lead time, getting participation was challenging. Part of the issue may have been local weather conditions. Severe drought made planning for flood protection seem less relevant than normal.

The first stakeholder meeting was held on February 12, 2014. Communities were asked to complete FEMA's self-assessment before the meeting. The participants got to know each other by sharing the flood risk characteristics and flood insurance statistics identified from the self-assessments. These characteristics were translated into the public information needs (Step 2) and target audiences. Step 3 was started by formulating messages and Step 4 by identifying projects for the PPI.

The second meeting was held on March 27, 2014. The information from the previous meeting had been captured in a draft of the PPI worksheet and it was agreed to use this draft worksheet as minutes of the discussion. A presentation was given on the outreach program operated by Valley Water and discussion ensued regarding the effectiveness of these programs based on perceptions of the stakeholders. Significant progress was made on Steps 3, 4, and 5. In addition to outreach projects, the importance of other public information initiatives (Step 5) was discussed. As our society gets more web-based, people expect to find the information they seek at any time day or night within a few clicks. The consensus was that as the flood protection professionals for the county, it is our job to make sure that the information is available on our websites for our residents to find when they need it.

The third meeting was held on April 24, 2014. The American Red Cross presented their outreach programs, which are designed for disaster planning in general, not necessarily for flooding disasters. PG&E also briefly presented. This finished Step 2. The PPI worksheet was updated again.

During the April meeting, a sub-committee was convened to draft the PPI. Three working meetings were held to work through issues related to the draft. Writing assignments were shared to produce a draft for the full PPI Committee to review. Messages were formulated (Step 3) and outreach projects to convey the messages (Step 4) were identified.

The fourth meeting was held on June 26, 2014, to discuss the draft of the PPI and to finish filling out the assignments for the PPI worksheet. Based on the comments received at the meeting, another draft was circulated by email for the PPI stakeholders to approve.

## **2021 PPI Committee**

Every five years, the PPI Committee reconvenes to review and revise the PPI document. The 2021 PPI Committee (see Table 1) initially met on February 27, 2020, to update the 2015 PPI; due to sunset in April 2020. The meeting outcomes included: 1) gathering communities' input on how the 2015 PPI worked in FY20; 2) planning and confirming the PPI messages to finalize the Annual Evaluation Report for FY20 (Year 5), and 3) reviewing and updating the 2015 PPI to develop the 2021 PPI in accordance with the *FEMA NFIP CRS Coordinator's Manual (Edition 2017)*.

Shortly after the meeting, on March 4, 2020, Governor Gavin Newsom issued a Proclamation of a State of Emergency in the State of California in response to the COVID-19 pandemic. On March 16, 2020, the County of Santa Clara Public Health Officer issued a legal order directing all residents to shelter-in-place starting March 17, 2020. In compliance with the Public Health Order, all upcoming Santa Clara County PPI Meetings were postponed until further notice.

On October 29, 2020, the PPI Committee reconvened virtually to discuss the revisions on the 2015 PPI. It was the consensus of the committee to amend the existing 2015 PPI, rather than create a new document.

On December 11, 2020, the PPI Committee met virtually to review the newly drafted 2021 PPI. During the meeting, Valley Water's 2020-21 Flood Awareness Campaign was discussed, including Valley Water's Annual Floodplain Mailer. The committee also reviewed the previous year's 2019-20 Flood Awareness Campaign survey data results. Valley Water shared the 'Social Media Resource Guide' available to all Santa Clara County cities and the county.

The PPI Committee reviewed the additional outreach projects for Activity 360 - Flood Protection Assistance and outreach projects for Activity 370 - Flood Insurance Promotion. Additionally, the PPI Committee agreed to create two Appendices. Appendix A documents the creditable CRS activities each community will report on during their verification cycle visit and Appendix B documents the non-creditable Activity 330 Outreach Projects conducted in the community. The non-creditable CRS activities are other additional flood preparedness outreach efforts the community undertakes; however, outreach projects identified in Appendix B may be creditable under other CRS activities/element, such as Activity 350, c). Flood protection website (WEB).

For the benefit of communities/representatives who were unable to join the PPI meetings scheduled on February 27, 2020, October 29, 2020, or December 11, 2020, Zoom videos of the October and December meetings were shared with PPI Committee members following each meeting.

For the 2021 PPI Committee, there are 15 participating communities, 11 (eleven) participating CRS communities and four (4) communities who are showing an interest in applying to become a CRS community. These four communities are the County of Santa Clara, the Town of Los Altos Hills, the Town of Los Gatos, and the City of Saratoga.

### **Stakeholder Definition and Responsibilities**

According to the *FEMA NFIP CRS Coordinator's Manual (Edition 2017)* (page 330-23), "a stakeholder can be any agency, organization, or person (other than the community itself) that supports the message." For example, a city resident or floodplain resident, business leader, insurance agent, civic group, academia, a non-profit organization, major employers, managers of critical facilities, farmer, landowner, developer, and other participants with no attachment to the local government can be a stakeholder.

The responsibilities of a stakeholder are as follows:

Annually:

- 1) Attend Santa Clara County PPI Committee Meetings (internal/external stakeholder) meetings (typically two (2) meetings a year); and
- 2) Provide input on the development of the Annual Evaluation Report for the PPI.

Every Five Years:

- 1) Provide input on the development of the Santa Clara County Multi-Jurisdictional Program for Public Information (PPI) with the perspective of a resident/business/organization (typically 2-4 meetings every five (5) years).

**THIS PAGE INTENTIONALLY LEFT BLANK**

**Table 1. Members of the Santa Clara County Multi-Jurisdictional 2021 PPI Committee**

Community	Local Government Representative and Alternates	External Stakeholders
County of Santa Clara	<b>Chris Freitas</b> , Sr. Civil Engineer <b>Neville R. Pereira</b> , PE, Development Services Manager, Department of Planning and Development, Floodplain Manager	<b>Marsha Hovey</b> , CADRE Board Chair
Cupertino	<b>Chad Mosley</b> , Assistant Public Works Director/City Engineer, Public Works Department, Floodplain Manager <b>Jennifer Chu</b> , Senior Civil Engineer Public Works Department	<b>Jim Oberhofer</b> , Emergency Coordinator Cupertino ARES/RACES
Gilroy	<b>Gary Heap</b> , City Engineer Public Works Department <b>Jorge Duran</b> , Senior Civil Engineer, Floodplain Manager Public Works Department	<b>Merna Leal</b> , City of Gilroy resident
Los Altos	<b>Steven Golden</b> , Senior Planner, Floodplain Manager <b>Andrea Trese</b> , Associate Civil Engineer	<b>Christopher Wilson</b> , Operations Manager, Los Altos Suburban District, California Water Company
Los Altos Hill	<b>Carl Cahill</b> , City Manager, Floodplain Manager <b>Nichol Bowersox</b> , Public Works Director/ City Engineer <b>Christine Hoffmann</b> , Assistant Engineer (DPW)	<b>Phil Witt</b> , General Manager Purissima Hills Water District
Los Gatos	<b>WooJae Kim</b> , P.E, Town Engineer Parks and Public Works, Floodplain Manager	<b>Annamaria Swardenski</b> , Swardenski Consulting
Milpitas	<b>Steven Erickson</b> , City Engineer/Engineering Director, Floodplain Manager <b>Kan Xu</b> , Principal Civil Engineer, Engineering Land Development Section <b>Brian Petrovic</b> , Associate Civil Engineer Engineering Land Development Section <b>Elizabeth Koo</b> , Administrative Analyst, Engineering Land Development Section	<b>Warren Wettenstein</b> , Chairman of the Economic Development & Trade Commission and President of the Milpitas Chamber
Morgan Hill	<b>Maria Angeles</b> , Senior Civil Engineer, Floodplain Manager, CFM <b>Charlie Ha</b> , Supervising Civil Engineer Engineering & Utilities Department	<b>Swanee Edwards</b> , City of Morgan Hill resident
Mountain View	<b>Renee Gunn</b> , Senior Civil Engineer, Public Works Department <b>Gabrielle Abdon</b> , Assistant Engineer, CFM	<b>Kevin Conant</b> , PG&E
Palo Alto	<b>Rajeev Hada</b> , Project Engineer, CFM Public Works Department, Engineering Services Division, Floodplain Manager	<b>Dan Melick</b> , CERT Volunteer City of Palo Alto resident
San José	<b>Arlene Lew</b> , Principal Engineering Technician <b>Vivian Tom</b> , Senior Transportation Specialist Department of Public Works Development Services Division	<b>Shari Carlet</b> , City of San José resident, certified Floodplain Manager
Santa Clara	<b>Evelyn Liang</b> , Senior Civil Engineer <b>Falguni Amin</b> , Principal Engineer Public Works – Engineering	<b>Kevin Moore</b> , Retired City Council member
Saratoga	<b>David Dorcich</b> , PE, QSP/D, Associate Civil Engineer, Community Development Department, Floodplain Manager	<b>Rebecca Gallardo</b> , Real Estate Agent for Interio, a Berkshire Hathaway Affiliate, servicing all areas of the Bay Area
Sunnyvale	<b>Tamara Davis</b> , Senior Management Analyst	<b>Jeff Holzman</b> , Director, Real Estate District Development Google <b>Agnes Veith</b> , City of Sunnyvale resident
Valley Water	<b>Trisha Howard</b> , Program Administrator <b>Paola Giles</b> , Public Information Representative III <b>Sherilyn Tran</b> , Office of Civic Engagement Unit Manager	<b>Nikki Rowe</b> , American Red Cross

#### IV. COMMUNITIES' FLOOD HAZARD AREAS

The sections below provide a description of each participating community and their flood hazard areas. In Santa Clara County, careful attention needs to be paid to flood protection for the businesses that make up Silicon Valley. Many of these large employers are located in a ring of office parks near the edge of the San Francisco Bay in areas subject to both fluvial and tidal flooding. This is particularly true for the communities of Palo Alto, Mountain View, Sunnyvale, Santa Clara, San José, and Milpitas.

##### **Data Sources for Individual Community Sections:**

Community Description: The introductory community description sections were provided by each community.

Population Data: In the below individual city/county pages, the population data were obtained from the US Census Bureau population estimates dated July 1, 2019:  
<https://www.census.gov/quickfacts/fact/table>.

Flood Hazard Data: The Flood Hazard Data was provided by each community.

Flood Insurance Data: The Flood Insurance Data was provided by the CRS Technical Reviewer, ISO representative Dave Arkens on November 15 and 18, 2020, from the FEMA Community Information System (CIS) database. These estimates are dated as of November 2, 2020.

The insurance occupancy zone data indicates residential land use. The insurance flood zone data indicates policies in different flood zones, including non-flood zones.

For the definitions of the FEMA flood zone designations in the insurance occupancy and flood zone, please see Appendix D.

FEMA Flood Hazard Area Maps: The FEMA Flood Hazard Area Maps were provided by Valley Water's Geographic Information System (GIS) team through the Flood Insurance Rate Map (FIRM) database and are dated as of November 2020.

The FIRM is the basis for floodplain management, mitigation, and insurance activities for the NFIP. Insurance applications include enforcement of the mandatory purchase requirement of the Flood Disaster Protection Act, which "... requires the purchase of flood insurance by property owners who are being assisted by Federal programs or by Federally supervised, regulated or insured agencies or institutions in the acquisition or improvement of land facilities located or to be located in identified areas having special flood hazards, " Section 2(b)(4) of the Flood Disaster Protection Act of 1973.

In addition to the identification of SFHAs, the risk zones shown on the FIRMs are the basis for the establishment of premium rates for flood coverage offered through the NFIP. The FIRM Database presents the flood risk information depicted on the FIRM in a digital format suitable for use in electronic mapping applications. The FIRM Database serves to archive the information collected during the Flood Risk Project.

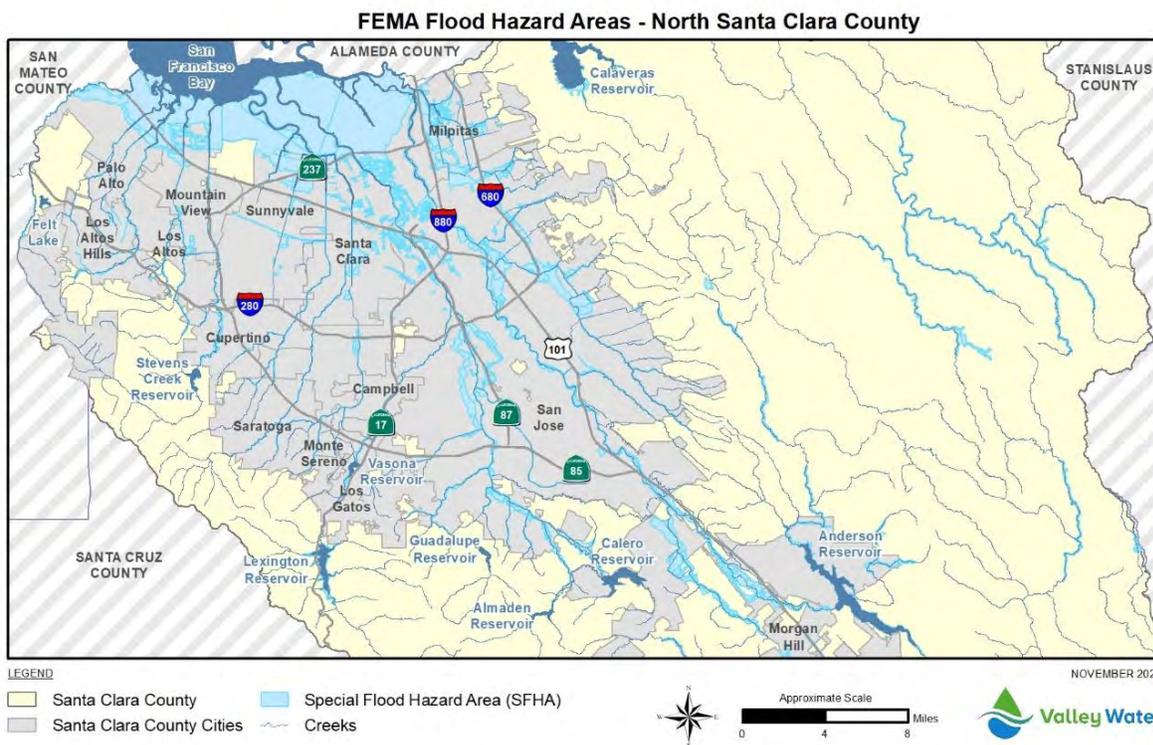
## County of Santa Clara, Unincorporated Areas

The County of Santa Clara is located at the south end of San Francisco Bay between Alameda and San Mateo counties. The county has a population of about 1,927,852 residents. There are 13 incorporated cities and two (2) incorporated towns located in Santa Clara County. Most are concentrated in the northern half of the county near San Francisco Bay and these cities are jointly known as Silicon Valley. Gilroy and Morgan Hill are located in the southern half of the county. Santa Clara County also falls in two (2) major watersheds. The northern section flows to San Francisco Bay through Coyote Creek, the Guadalupe River, Stevens Creek, San Francisquito Creek, and a few smaller creeks. The southern section flows to Monterey Bay through the Pajaro River.

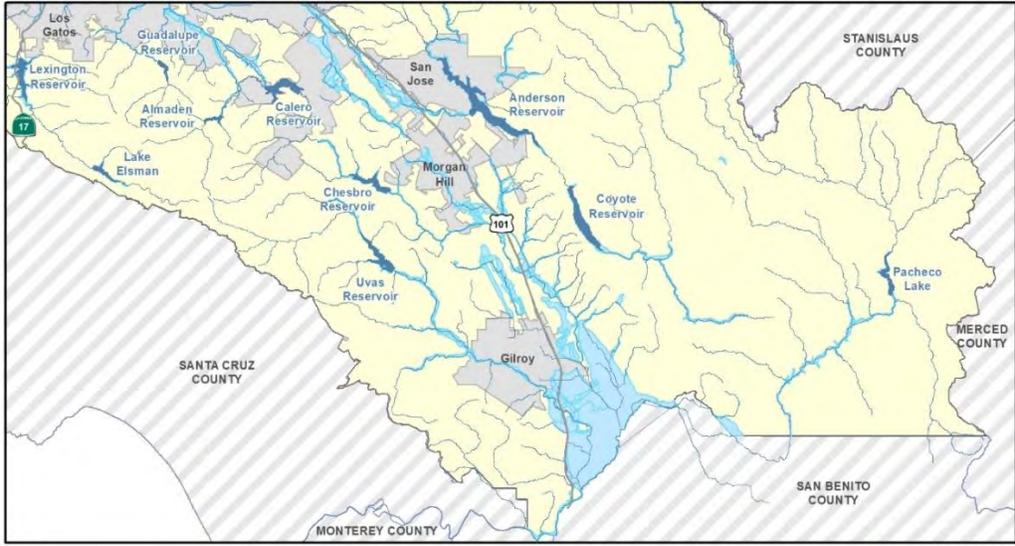
Although 73 percent of the land is unincorporated or not included within any city; only five (5) percent of the County's population lives outside of the cities. Most of the unincorporated land is used for agriculture (63 percent), 19 percent is in low-density residential, 17 percent is in parks and open space preserves with about one (1) percent in commercial and industrial uses.

**Flood Hazard** On the FEMA floodplain maps, four (4) Special Flood Hazard Area (SFHA) zones are identified. They are A, AE, AO, and AH. The number of structures in the SFHA is unknown, but most are included in low-density residential zones except for eight (8) trailer parks in the unincorporated County. Most of the flooding in the unincorporated County occurs along Llagas Creek between Morgan Hill and Gilroy, flowing south to and along the Pajaro River which forms

part of the southern boundary of the County. There are levees included in the SFHA and they have been re-certified within the last seven years. Though the county has experienced isolated local flooding events in the last ten years, no events of note have been experienced since the storm events of 1995, 1997, and 1998 (Disaster DR-1046, DR-1155, and DR-1203, respectively).



FEMA Flood Hazard Areas - South Santa Clara County



LEGEND  
 Santa Clara County      Special Flood Hazard Area (SFHA)  
 Santa Clara County Cities      Creeks

Approximate Scale  
 0 4 8 Miles

NOVEMBER 2020  
 Valley Water

©2041023\2020\_0411Pp\City\FloodZone\_SSCsouth.mxd 6x4 11/20/2020

**Repetitive Loss Properties** The unincorporated section in the areas of County of Santa Clara have three (3) repetitive loss properties.

**County of Santa Clara Flood Insurance Data (as of 11/02/20)**

*Insurance by Occupancy*

	Policies in Force	Premium	Insurance in Force	Number of Closed Paid Losses	\$ of Closed Paid Losses	Adjustment Expense
Single Family	338	\$517,704	\$88,651,200	124	\$1,586,157.90	\$71,472.81
2.4 Family	5	\$8,006	\$1,250,000	2	\$2,520.04	\$425.00
All Other Residential	4	\$8,173	\$1,785,900	6	\$144,245.01	\$3,425.00
Non Residential	38	\$122,904	\$7,434,600	9	\$126,397.89	\$3,385.00
<b>Total</b>	<b>385</b>	<b>\$656,787</b>	<b>\$99,121,700</b>	<b>141</b>	<b>\$1,859,320.84</b>	<b>\$78,707.81</b>

*Insurance by Zone*

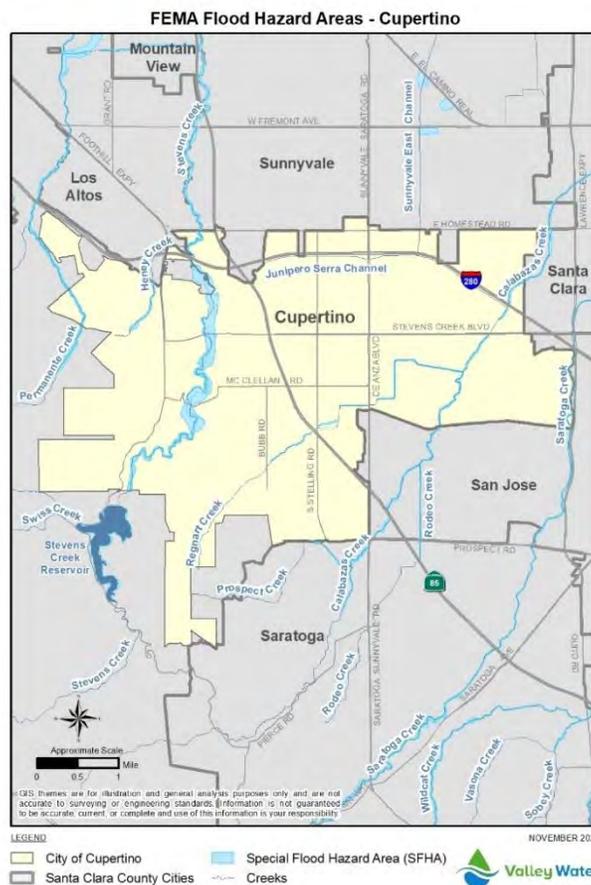
	Policies in Force	Premium	Insurance in Force	Number of Closed Paid Losses	\$ of Closed Paid Losses	Adjustment Expense
A01-30 & AE Zones	123	\$222,993	\$30,144,600	50	\$869,607.32	\$32,150.78
A Zones	104	\$259,113	\$24,952,100	40	\$180,129.76	\$11,820.00
AO Zones	57	\$62,601	\$15,199,500	16	\$306,699.26	\$14,577.03
AH Zones	10	\$10,640	\$2,544,600	2	\$14,080.36	\$370.00
AR Zones	0	\$0	\$0	0	\$0.00	\$0.00
A99 Zones	0	\$0	\$0	0	\$0.00	\$0.00
V01-30 & VE Zones	0	\$0	\$0	0	\$0.00	\$0.00
V Zones	0	\$0	\$0	0	\$0.00	\$0.00
D Zones	41	\$76,355	\$10,485,300	15	\$421,076.92	\$14,065.00
B, C & X Zone						
Standard	21	\$15,307	\$7,393,100	4	\$15,559.56	\$1,925.00
Preferred	11	\$4,307	\$3,850,000	2	\$0.00	\$495.00
<b>Total</b>	<b>367</b>	<b>\$651,316</b>	<b>\$94,569,200</b>	<b>129</b>	<b>\$1,807,153.18</b>	<b>\$75,402.81</b>

# City of Cupertino

The City of Cupertino is located at the southern end of San Francisco Bay, on the western edge of the Santa Clara Valley. It is approximately ten (10) miles southwest of the Mineta San José International Airport with convenient freeway access via State Route 85 and Interstate 280. The city, home of Apple's corporate headquarters and De Anza College, has a population of over 59,276 residents and encompasses 11.3 square miles or 7,230 acres.

**Flood Hazard** Under the current FIRMs, the City of Cupertino has 130 structures in the Special Flood Hazard Area (SFHA). The city's SFHAs consist solely of designated zones A and AE. Of the total number of structures in the SHFA, 80 percent are single-family (1-4 units), one (1) percent is multi-family (5 or more units), and 19 percent are commercial or non-residential. Several streams run through Cupertino that flow into the San Francisco Bay, including Calabazas Creek, Saratoga Creek, Stevens Creek, Regnart Creek, Heney Creek, Prospect Creek and Permanente Creek. Specific areas that are susceptible to flooding are near Stevens Creek and Heney Creek. The city had experienced flooding around Calabazas Creek in 1998, but flood protection projects completed by Valley Water have decreased the risk of flooding significantly.

**Repetitive Loss Properties** There are currently no repetitive loss properties in the city. The city had one (1) repetitive loss property within its jurisdiction and the property was purchased by the city in 2014.



**City of Cupertino Flood Insurance Data** (as of 11/02/20)

*Insurance by Occupancy*

	Policies in Force	Premium	Insurance in Force	Number of Closed Paid Losses	\$ of Closed Paid Losses	Adjustment Expense
Single Family	66	\$65,619	\$19,769,000	11	\$56,103.61	\$3,130.00
2-4 Family	5	\$1,584	\$1,352,400	1	\$751.13	\$225.00
All Other Residential	4	\$11,089	\$2,400,000	7	\$755,315.99	\$23,069.98
Non Residential	4	\$7,797	\$2,200,000	1	\$0.00	\$275.00
<b>Total</b>	<b>79</b>	<b>\$86,089</b>	<b>\$25,721,400</b>	<b>20</b>	<b>\$812,170.73</b>	<b>\$26,699.98</b>

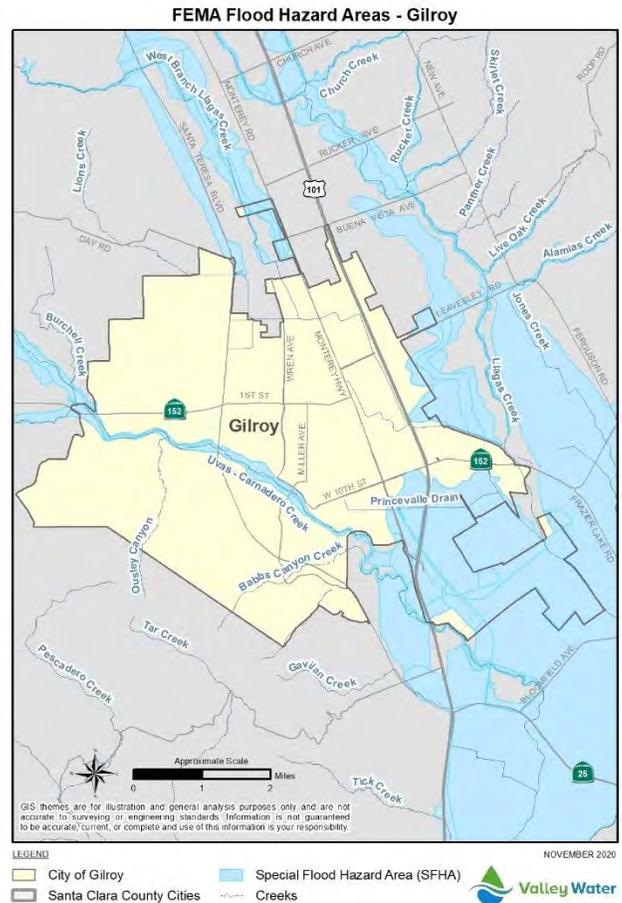
*Insurance by Zone*

	Policies in Force	Premium	Insurance in Force	Number of Closed Paid Losses	\$ of Closed Paid Losses	Adjustment Expense
A01-30 & AE Zones	23	\$38,838	\$5,767,400	4	\$7,595.12	\$975.00
A Zones	1	\$1,918	\$250,000	2	\$49,259.62	\$1,750.00
AO Zones	0	\$0	\$0	0	\$0.00	\$0.00
AH Zones	0	\$0	\$0	0	\$0.00	\$0.00
AR Zones	0	\$0	\$0	0	\$0.00	\$0.00
A99 Zones	0	\$0	\$0	0	\$0.00	\$0.00
V01-30 & VE Zones	0	\$0	\$0	0	\$0.00	\$0.00
V Zones	0	\$0	\$0	0	\$0.00	\$0.00
D Zones	4	\$6,475	\$788,500	0	\$0.00	\$0.00
B, C & X Zone						
Standard	11	\$21,342	\$4,680,500	6	\$38,500.00	\$1,810.00
Preferred	37	\$16,618	\$13,235,000	7	\$716,815.99	\$22,094.98
<b>Total</b>	<b>76</b>	<b>\$85,191</b>	<b>\$24,721,400</b>	<b>19</b>	<b>\$812,170.73</b>	<b>\$26,629.98</b>

## City of Gilroy

The City of Gilroy is situated in South Santa Clara County at the crossing of U.S. Highway 101 and State Highway 152. The city is located approximately 16 miles south of San José to Monterey/Day Road on U.S. Route 101 and 19 miles inland from the Pacific Coast. The city has a population of about 59,032 residents and has a total area of 10,340 acres or approximately 16.156 square miles. Approximately seven (7) percent of this area in parks and preserves and another 29 percent consists of agriculture and other open space uses. The remaining area is nearly completely developed, with the predominance of single-family residences. The City of Gilroy has about 19 percent of vacant areas (developable land).

**Flood Hazard** Under the current FIRMs, the City of Gilroy has 96 structures in the Special Flood Hazard Area (SFHA). The SFHAs are mainly in FEMA designated Zones A, AE, AH, and AO. Of the total structures in the SFHA, 26 percent are single-family (1-4 units), none are multi-family (5 or more units), and four (4) percent are commercial or non-residential. The City of Gilroy receives waters from Lions, Llagas, Uvas, North and South Morey Creek. Specific areas that are susceptible to flooding are around Uvas Creek. The levee on Uvas Creek has been certified by FEMA. The City of Gilroy experienced flooding during the storms of December 14 to 28 in 1955. The heaviest precipitation occurred during the 3-day period ending December 23<sup>rd</sup>. The 12.9 inches of rain reported in the Gilroy area resulted in the Uvas and Carnadero Creeks creating a flow of 14,000 cubic feet per second (CFS) at U.S. Highway 101. Miller Slough was the principal flood problem in January 1963. A rainfall of 3.21 inches for 24 hours caused severe flooding of Forest Street, Church Street, and Sixth Street, with all the water flowing from Miller Slough.



**FEMA Flood Hazard Areas** Some zone designation areas in Gilroy are being reviewed. Please contact the city's Floodplain Manager for information regarding the zones that are being reviewed.

**Repetitive Loss Properties** There are no repetitive loss properties in Gilroy.

**City of Gilroy Flood Insurance Data** (as of 11/02/20)

*Insurance by Occupancy*

	Policies in Force	Premium	Insurance in Force	Number of Closed Paid Losses	\$ of Closed Paid Losses	Adjustment Expense
Single Family	52	\$27,172	\$15,989,900	27	\$211,308.55	\$7,395.00
2-4 Family	0	\$0	\$0	0	\$0.00	\$0.00
All Other Residential	10	\$2,502	\$1,040,000	3	\$0.00	\$210.00
Non Residential	74	\$145,420	\$37,758,200	5	\$90,808.78	\$4,995.00
Total	136	\$175,094	\$54,788,100	35	\$302,117.33	\$12,600.00

*Insurance by Zone*

	Policies in Force	Premium	Insurance in Force	Number of Closed Paid Losses	\$ of Closed Paid Losses	Adjustment Expense
A01-30 & AE Zones	42	\$34,114	\$18,928,800	4	\$6,014.40	\$785.00
A Zones	14	\$49,594	\$5,054,700	12	\$70,557.19	\$2,520.00
AO Zones	1	\$3,290	\$722,200	1	\$0.00	\$70.00
AH Zones	18	\$40,754	\$7,461,000	1	\$52,940.47	\$800.00
AR Zones	0	\$0	\$0	0	\$0.00	\$0.00
A99 Zones	0	\$0	\$0	0	\$0.00	\$0.00
V01-30 & VE Zones	0	\$0	\$0	0	\$0.00	\$0.00
V Zones	0	\$0	\$0	0	\$0.00	\$0.00
D Zones	2	\$4,786	\$700,000	0	\$0.00	\$0.00
B, C & X Zone						
Standard	12	\$22,353	\$5,550,000	16	\$174,799.72	\$8,575.00
Preferred	34	\$15,064	\$11,535,000	0	\$0.00	\$0.00
Total	123	\$169,955	\$49,951,700	34	\$304,311.78	\$12,750.00

# City of Los Altos

The City of Los Altos is located at the base of the San Francisco Peninsula, 40 miles south of San Francisco. The approximately 6.3 square-mile city is developed primarily for single-family residential with small businesses, schools, libraries, and churches. According to the 2019 census, it has a population of 30,089, with a population density of 4,466.8 people per square mile, and an average household size of 2.61 people.

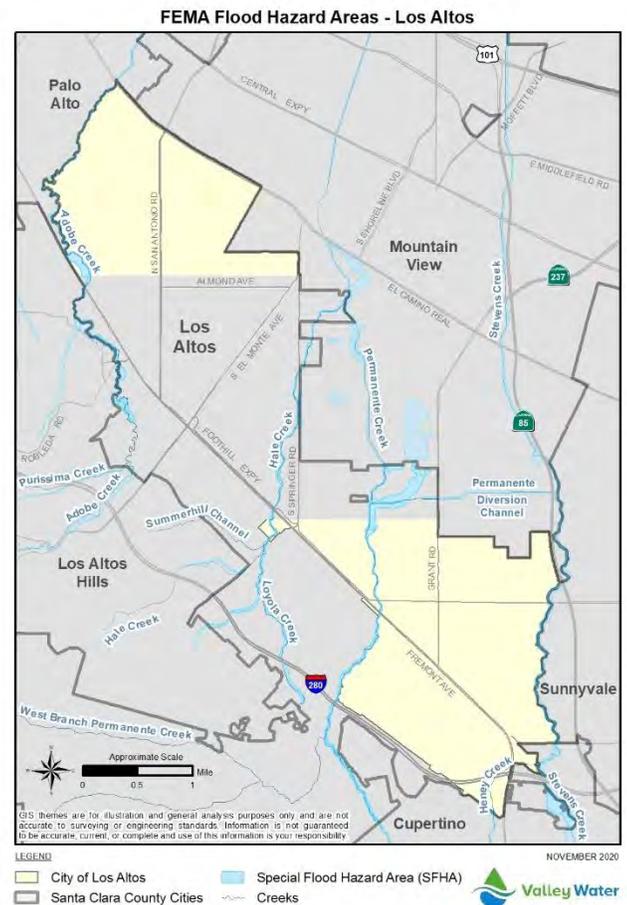
Los Altos' climate is marine-influenced with an average summertime high temperature of 78°F and an average low of 57°F, dropping to an average winter nighttime low temperature of 41°F and an average high of 60°F. Mean annual precipitation ranges from 15 to 22 inches, with most precipitation falling from November through March. Precipitation occurs entirely as rainfall. Snowmelt is not a hydrologic process that significantly affects runoff in the city.

**Flood Hazard** Under the current FIRMs, the City of Los Altos has approximately 550 properties in the Special Flood Hazard Area (SFHA). SFHAs are mainly in FEMA designated Zones A, AH, AE and AO. Of the total structures in the SFHA, 99 percent are single-family, and one (1) percent are commercial or non-residential. The city has four (4) creeks: Adobe Creek, Hale Creek, Permanente Creek, and Stevens Creek. Specific areas that are susceptible to flooding are around Adobe, Permanente, and Hale Creeks.

Precipitation that falls within the City of Los Altos generates stormwater runoff. This runoff is conveyed in several mostly manmade flood protection systems that discharge to the creeks. Most of these systems do not interact with one another, and potential improvements to one system should not impact the performance of other systems. The total land area within the city limits is roughly 6.3 square miles (approximately 4,000 acres). To create a rural aesthetic, many of the streets in Los Altos do not have traditional suburban curb and gutter-lined streets. This layout provides some attenuation before runoff reaches a storm drain inlet.

In addition to storm drains, flood protection is provided to the City of Los Altos by Valley Water and its maintenance of our four creeks (Hale, Stevens, Adobe, and Permanente) that convey storm-generated runoff north to the San Francisco Bay.

**Repetitive Loss Properties** There are no repetitive loss properties in the City of Los Altos.



**City of Los Altos Flood Insurance Data** (as of 11/02/20)

*Insurance by Occupancy*

	Policies in Force	Premium	Insurance in Force	Number of Closed Paid Losses	\$ of Closed Paid Losses	Adjustment Expense
Single Family	112	\$84,511	\$34,838,600	13	\$32,874.17	\$2,655.00
2-4 Family	2	\$784	\$700,000	0	\$0.00	\$0.00
All Other Residential	2	\$760	\$780,000	0	\$0.00	\$0.00
Non Residential	0	\$0	\$0	0	\$0.00	\$0.00
<b>Total</b>	<b>116</b>	<b>\$86,055</b>	<b>\$36,318,600</b>	<b>13</b>	<b>\$32,874.17</b>	<b>\$2,655.00</b>

*Insurance by Zone*

	Policies in Force	Premium	Insurance in Force	Number of Closed Paid Losses	\$ of Closed Paid Losses	Adjustment Expense
A01-30 & AE Zones	12	\$21,659	\$3,079,600	5	\$0.00	\$570.00
A Zones	3	\$10,794	\$440,800	4	\$27,633.02	\$800.00
AO Zones	16	\$14,900	\$4,104,300	0	\$0.00	\$0.00
AH Zones	3	\$2,730	\$768,900	0	\$0.00	\$0.00
AR Zones	0	\$0	\$0	0	\$0.00	\$0.00
A99 Zones	0	\$0	\$0	0	\$0.00	\$0.00
V01-30 & VE Zones	0	\$0	\$0	0	\$0.00	\$0.00
V Zones	0	\$0	\$0	0	\$0.00	\$0.00
D Zones	0	\$0	\$0	0	\$0.00	\$0.00
<b>B, C &amp; X Zone</b>						
Standard	12	\$8,296	\$4,000,000	2	\$0.00	\$185.00
Preferred	68	\$27,156	\$23,425,000	2	\$5,241.15	\$1,100.00
<b>Total</b>	<b>114</b>	<b>\$85,535</b>	<b>\$35,818,600</b>	<b>13</b>	<b>\$32,874.17</b>	<b>\$2,655.00</b>

## Town of Los Altos Hills

The Town of Los Altos Hills is a residential community in the northwestern region of Santa Clara County. The Town is located adjacent to the City of Los Altos, 35 miles south of San Francisco, five (5) miles south of Stanford University, and 17 miles north of downtown San Jose. The town encompasses approximately nine (9) square miles and contains primarily single-family residences. According to the 2019 Census Bureau, the population is 8,423 with a population density of 918 people per square mile.

There are no commercial or industrial uses within the town limits. As the town has developed over the past 50 years, residents have continued to support the preservation of low-density residential development and the semi-rural character of the community through one-acre zoning, the right to keep horses on private property, and the protection of open space, creek corridors, wildlife habitat, and heritage oak trees.

The town has a mild climate with average summertime highs of 78 degrees, and average wintertime lows of 43 degrees. The town receives approximately 21 inches of rain per year, of which most occurs between November and April. The town does not typically receive any precipitation in the form of snow and does not typically receive any snowmelt runoff.

**Flood Hazard:** The town has six (6) creeks: Adobe Creek, Barron Creek, Deer Creek, Hale Creek, Matadero Creek, and Purissima Creek. Under the current Flood Insurance Rate Maps (FIRMs), the Town has properties in the Special Flood Hazard Area (SFHA) along each of the creeks. SFHAs are shown on the FIRMs as Zone A, V, AE, AO, AH, VE, or AR. The SFHAs included in the town are Zone A and AE. Approximately one (1) percent of structures in the town are located in the one (1) percent annual chance floodplain (SFHAs).

Stormwater runoff, which is generated by precipitation within Los Altos Hills, is conveyed either in the manmade storm drain system or allowed to naturally attenuate as overland flow. The storm drain system discharges to the creeks mentioned above. The system is comprised of small, localized systems that do not interact with one another. To maintain the semi-rural character of the town, many of the streets do not contain traditional curb and gutter lined streets. The lack of curb and gutter allows for some natural attenuation of runoff. In addition to the storm drain system, flood protection is provided to the town by Valley Water maintenance of Adobe Creek, Barron Creek, Deer Creek, Hale Creek, Matadero Creek, and Purissima Creek. These creeks convey storm-generated runoff to the San Francisco Bay.



**Repetitive Loss Properties:** There are no repetitive loss properties in the Town of Los Altos Hills.

**Town of Los Altos Hills Flood Insurance Data** (as of 11/02/20)

*Insurance by Occupancy*

	Policies in Force	Premium	Insurance in Force	Number of Closed Paid Losses	\$ of Closed Paid Losses	Adjustment Expense
Single Family	47	\$47,709	\$14,707,200	16	\$45,661.56	\$3,355.00
2-4 Family	0	\$0	\$0	0	\$0.00	\$0.00
All Other Residential	0	\$0	\$0	0	\$0.00	\$0.00
Non Residential	1	\$1,628	\$60,000	0	\$0.00	\$0.00
<b>Total</b>	<b>48</b>	<b>\$49,337</b>	<b>\$14,767,200</b>	<b>16</b>	<b>\$45,661.56</b>	<b>\$3,355.00</b>

*Insurance by Zone*

	Policies in Force	Premium	Insurance in Force	Number of Closed Paid Losses	\$ of Closed Paid Losses	Adjustment Expense
A01-30 & AE Zones	12	\$23,104	\$2,807,200	6	\$3,723.91	\$875.00
A Zones	5	\$11,939	\$1,250,000	2	\$4,779.05	\$495.00
AO Zones	0	\$0	\$0	0	\$0.00	\$0.00
AH Zones	0	\$0	\$0	0	\$0.00	\$0.00
AR Zones	0	\$0	\$0	0	\$0.00	\$0.00
A99 Zones	0	\$0	\$0	0	\$0.00	\$0.00
V01-30 & VE Zones	0	\$0	\$0	0	\$0.00	\$0.00
V Zones	0	\$0	\$0	0	\$0.00	\$0.00
D Zones	0	\$0	\$0	0	\$0.00	\$0.00
B, C & X Zone						
Standard	5	\$3,768	\$1,750,000	6	\$19,102.18	\$810.00
Preferred	26	\$10,526	\$8,960,000	2	\$18,056.42	\$1,175.00
<b>Total</b>	<b>48</b>	<b>\$49,337</b>	<b>\$14,767,200</b>	<b>16</b>	<b>\$45,661.56</b>	<b>\$3,355.00</b>



**Town of Los Gatos Flood Insurance Data** (as of 11/02/20)

*Insurance by Occupancy*

	Policies in Force	Premium	Insurance in Force	Number of Closed Paid Losses	\$ of Closed Paid Losses	Adjustment Expense
Single Family	82	\$47,653	\$25,643,100	21	\$51,957.41	\$4,240.00
2-4 Family	0	\$0	\$0	0	\$0.00	\$0.00
All Other Residential	3	\$1,602	\$1,112,000	0	\$0.00	\$0.00
Non Residential	0	\$0	\$0	0	\$0.00	\$0.00
<b>Total</b>	<b>85</b>	<b>\$49,255</b>	<b>\$26,755,100</b>	<b>21</b>	<b>\$51,957.41</b>	<b>\$4,240.00</b>

*Insurance by Zone*

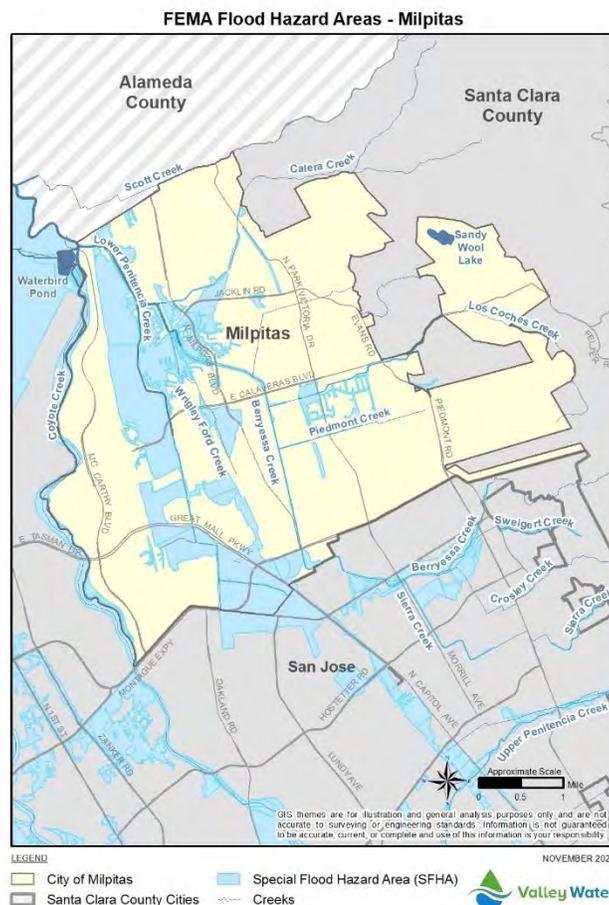
	Policies in Force	Premium	Insurance in Force	Number of Closed Paid Losses	\$ of Closed Paid Losses	Adjustment Expense
A01-30 & AE Zones	10	\$14,736	\$2,525,000	0	\$0.00	\$0.00
A Zones	1	\$1,981	\$250,000	8	\$28,297.59	\$1,725.00
AO Zones	0	\$0	\$0	0	\$0.00	\$0.00
AH Zones	0	\$0	\$0	0	\$0.00	\$0.00
AR Zones	0	\$0	\$0	0	\$0.00	\$0.00
A99 Zones	0	\$0	\$0	0	\$0.00	\$0.00
V01-30 & VE Zones	0	\$0	\$0	0	\$0.00	\$0.00
V Zones	0	\$0	\$0	0	\$0.00	\$0.00
D Zones	0	\$0	\$0	0	\$0.00	\$0.00
<b>B, C &amp; X Zone</b>						
Standard	7	\$6,049	\$1,533,100	9	\$19,061.87	\$1,600.00
Preferred	67	\$26,489	\$22,447,000	3	\$4,597.95	\$845.00
<b>Total</b>	<b>85</b>	<b>\$49,255</b>	<b>\$26,755,100</b>	<b>20</b>	<b>\$51,957.41</b>	<b>\$4,170.00</b>

## City of Milpitas

The City of Milpitas, located at the southern tip of the San Francisco Bay, is a progressive community that is an integral part of the high-tech Silicon Valley. With a diverse resident population of 84,196, Milpitas features quality schools, conveniently located neighborhood parks and shopping centers. Milpitas is often called the “Crossroads of Silicon Valley”, with most of its 8,680 Acres or 13.63 square miles of land situated between two major freeways (I-880 and I-680), State Route 237, and a county expressway. A new light rail line opened for service in 2004 and an extension of the BART subway system is underway. The city encompasses 8,680 acres of land. Approximately 12 percent of this area is in parks and preserves, less than one (1) percent consists of agricultural uses and other open space uses, 31 percent in low-density residential uses, four (4) percent in medium-density residential uses, eight (8) percent in high-density residential use, 12 percent in commercial/educational uses and 17 percent in industrial uses. There are approximately 1,790 acres, or 2.9 square miles, designated for various industrial uses. About 271 acres are vacant and available in parcels ranging from ½ acre to 75 acres. There are eight existing industrial parks and 550 manufacturing plants in Milpitas.

**Flood Hazard** The City of Milpitas manages a floodplain that includes several local and regional creeks that convey stormwater to other jurisdictions, bay lands and marshes of the San Francisco Bay. Calera, Coyote, Penitencia, Berryessa, Los Coches Piedmont, Wrigley/Ford, and Tularcitos Creeks are among the major creeks that receive this stormwater. The City of Milpitas has 3,000 properties and 3,300 structures in the Special Flood Hazard Area (SFHA). SFHAs are mainly in FEMA designated zones A, AE, AH, and AO and are located near Calera, Penitencia, Berryessa, Los Coches and Tularcitos Creeks.

**Repetitive Loss Properties** The city does not have repetitive loss properties.



R2041023/2020\_041\Ppl\Cty\FloodZone\_Milpitas.mxd 4x6 11/19/2020

**City of Milpitas Flood Insurance Data** (as of 11/02/20)

*Insurance by Occupancy*

	Policies in Force	Premium	Insurance in Force	Number of Closed Paid Losses	\$ of Closed Paid Losses	Adjustment Expense
Single Family	861	\$930,877	\$217,612,800	64	\$72,077.29	\$11,620.00
2-4 Family	103	\$43,713	\$24,465,100	4	\$3,259.08	\$525.00
All Other Residential	193	\$59,584	\$42,116,500	1	\$0.00	\$125.00
Non Residential	92	\$191,745	\$48,877,500	4	\$0.00	\$445.00
<b>Total</b>	<b>1,249</b>	<b>\$1,225,919</b>	<b>\$333,071,900</b>	<b>73</b>	<b>\$75,336.37</b>	<b>\$12,715.00</b>

*Insurance by Zone*

	Policies in Force	Premium	Insurance in Force	Number of Closed Paid Losses	\$ of Closed Paid Losses	Adjustment Expense
A01-30 & AE Zones	313	\$612,811	\$78,773,400	7	\$0.00	\$1,515.00
A Zones	2	\$2,199	\$526,300	29	\$46,730.91	\$4,730.00
AO Zones	146	\$178,946	\$43,627,900	5	\$6,706.92	\$2,055.00
AH Zones	424	\$258,998	\$97,639,700	14	\$8,802.44	\$2,010.00
AR Zones	0	\$0	\$0	0	\$0.00	\$0.00
A99 Zones	0	\$0	\$0	0	\$0.00	\$0.00
V01-30 & VE Zones	0	\$0	\$0	0	\$0.00	\$0.00
V Zones	0	\$0	\$0	0	\$0.00	\$0.00
D Zones	3	\$3,831	\$705,000	0	\$0.00	\$0.00
B, C & X Zone						
Standard	57	\$52,889	\$17,360,500	6	\$2,877.70	\$960.00
Preferred	83	\$49,683	\$28,988,000	0	\$0.00	\$0.00
<b>Total</b>	<b>1,028</b>	<b>\$1,159,357</b>	<b>\$267,620,800</b>	<b>61</b>	<b>\$65,117.97</b>	<b>\$11,270.00</b>

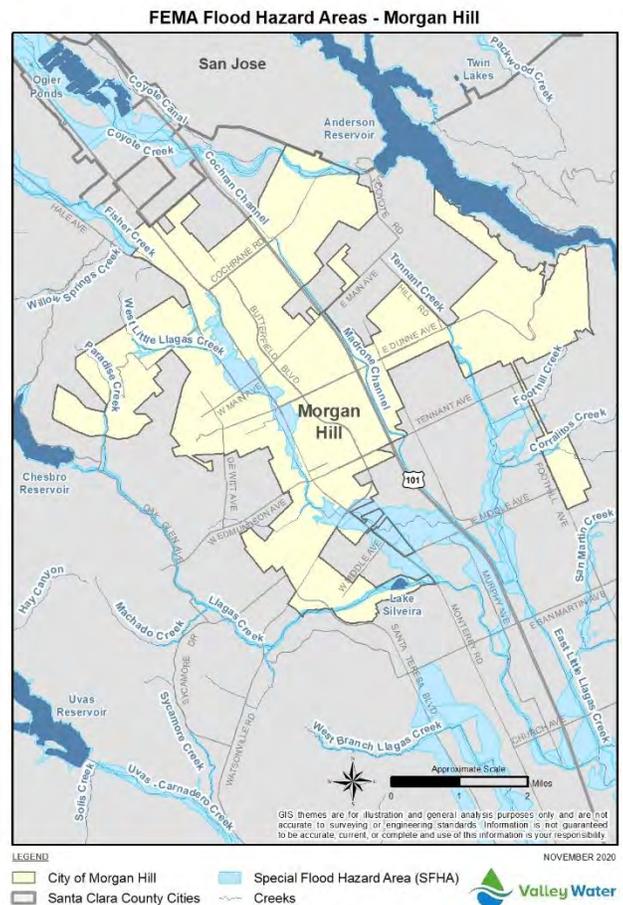
## City of Morgan Hill

The City of Morgan Hill is located within South Santa Clara County between the City of San José and the City of Gilroy; Morgan Hill is about 65 miles south of San Francisco. The city has an approximate population of 45,952 residents with an area of 8,206 acres or approximately 13 square miles, with the following breakdown in land use:

a. Commercial	705 acres (10.8 percent)
b. Industrial	718 acres (11.0 percent)
c. Mixed-Use	238 acres (3.6 percent)
d. Open Space	1,328 acres (20.3 percent)
e. Public Facilities	301 acres (4.6 percent)
f. High-Density Res. (6 to 12 DU/ac.)	242 acres (3.7 percent)
g. Medium-Density Res. (up to 7 DU/ac)	744 acres (11.4 percent)
h. Low-Density Res. (0 to 4 DU/ac)	2,259 acres (34.6 percent)

**Flood Hazard** Under the current FIRMs, the City of Morgan Hill has approximately 643 structures (as of 2018) in the Special Flood Hazard Area (SFHA). SFHAs are mainly in the FEMA designated Zone A, AE, AH, and AO. Of the total structures in the SFHA, 34 percent (221 structures) are low-density residences, 31 percent (197 structures) are medium-density residences, and 15 percent (96 structures) are high-density residences. There is one (1) main creek, West Little Llagas Creek, which runs through the west side of Morgan Hill and flows south; it is along West Little Llagas Creek where residents and commercial properties are susceptible to flooding. West Little Llagas Creek is tributary to Llagas Creek which conveys water to the south to Gilroy and eventually the Monterey Bay.

**Repetitive Loss Properties** The city has four (4) repetitive loss properties with 19 structures in the repetitive loss areas in FEMA designated Zone A, AE, AH, or AO zones.



**City of Morgan Hill Flood Insurance Data** (as of 11/02/20)

*Insurance by Occupancy*

	<b>Policies in Force</b>	<b>Premium</b>	<b>Insurance in Force</b>	<b>Number of Closed Paid Losses</b>	<b>\$ of Closed Paid Losses</b>	<b>Adjustment Expense</b>
Single Family	295	\$252,228	\$84,389,900	59	\$341,180.11	\$24,139.57
2-4 Family	26	\$31,752	\$6,742,500	3	\$36,652.84	\$1,650.00
All Other Residential	67	\$40,040	\$18,646,000	0	\$0.00	\$0.00
Non Residential	38	\$104,181	\$15,456,100	11	\$233,120.31	\$10,228.45
<b>Total</b>	<b>426</b>	<b>\$428,201</b>	<b>\$125,234,500</b>	<b>73</b>	<b>\$610,953.26</b>	<b>\$36,018.02</b>

*Insurance by Zone*

	<b>Policies in Force</b>	<b>Premium</b>	<b>Insurance in Force</b>	<b>Number of Closed Paid Losses</b>	<b>\$ of Closed Paid Losses</b>	<b>Adjustment Expense</b>
A01-30 & AE Zones	177	\$272,444	\$48,771,900	31	\$396,189.98	\$23,743.02
A Zones	2	\$7,110	\$500,000	10	\$53,522.39	\$2,455.00
AO Zones	10	\$12,082	\$2,785,300	9	\$50,199.67	\$2,775.00
AH Zones	22	\$18,492	\$5,629,200	0	\$0.00	\$0.00
AR Zones	0	\$0	\$0	0	\$0.00	\$0.00
A99 Zones	0	\$0	\$0	0	\$0.00	\$0.00
V01-30 & VE Zones	0	\$0	\$0	0	\$0.00	\$0.00
V Zones	0	\$0	\$0	0	\$0.00	\$0.00
D Zones	0	\$0	\$0	0	\$0.00	\$0.00
<b>B, C &amp; X Zone</b>						
Standard	81	\$63,729	\$22,765,100	15	\$106,045.67	\$5,500.00
Preferred	123	\$50,983	\$41,599,000	4	\$2,469.44	\$1,000.00
<b>Total</b>	<b>415</b>	<b>\$424,840</b>	<b>\$122,050,500</b>	<b>69</b>	<b>\$608,427.15</b>	<b>\$35,473.02</b>

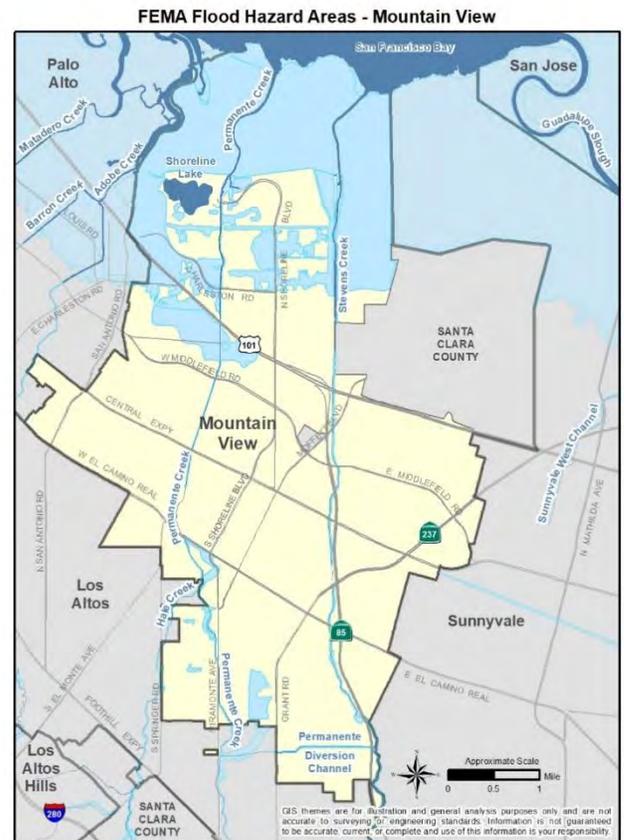
## City of Mountain View

Just over 12 square miles and home to approximately 82,739 residents, while the daytime population exceeds 125,000. The size and population of Mountain View may be modest, yet it has a prominent role on the world stage as the center of innovation for Silicon Valley, being the home to some of the most prominent tech companies in the world as well as hundreds of startups. The vibrant downtown draws people from all over the world to visit its shops and restaurants. The wonderful parks and network of trails delight people of all ages.

Mountain View boasts strong safety and public education records and is considered one of the best places to live in the Bay Area.

**Flood Hazard** Under the current FIRMs, the City of Mountain View has 1,139 parcels in the Special Flood Hazard Area (SFHA). SFHAs are in FEMA designated Zones A, AE, AH, and AO (1 & 2). Stevens Creek, Permanente Creek, Permanente Diversion Channel, and Hale Creek all flow through the City of Mountain View. The city is also subject to tidal flooding from San Francisco Bay.

**Repetitive Loss Properties** There are no repetitive loss properties in the City of Mountain View.



02041023/2020\_041PsrCityFloodZone\_MtView.mxd 4x6 11/5/2020

**City of Mountain View Flood Insurance Data** (as of 11/02/20)

*Insurance by Occupancy*

	Policies in Force	Premium	Insurance in Force	Number of Closed Paid Losses	\$ of Closed Paid Losses	Adjustment Expense
Single Family	222	\$132,091	\$62,229,600	1	\$274.58	\$225.00
2-4 Family	61	\$31,023	\$14,412,000	0	\$0.00	\$0.00
All Other Residential	69	\$63,971	\$17,685,000	6	\$10,645.22	\$1,500.00
Non Residential	76	\$170,634	\$38,347,600	2	\$0.00	\$400.00
<b>Total</b>	<b>428</b>	<b>\$397,719</b>	<b>\$132,674,200</b>	<b>9</b>	<b>\$10,919.80</b>	<b>\$2,125.00</b>

*Insurance by Zone*

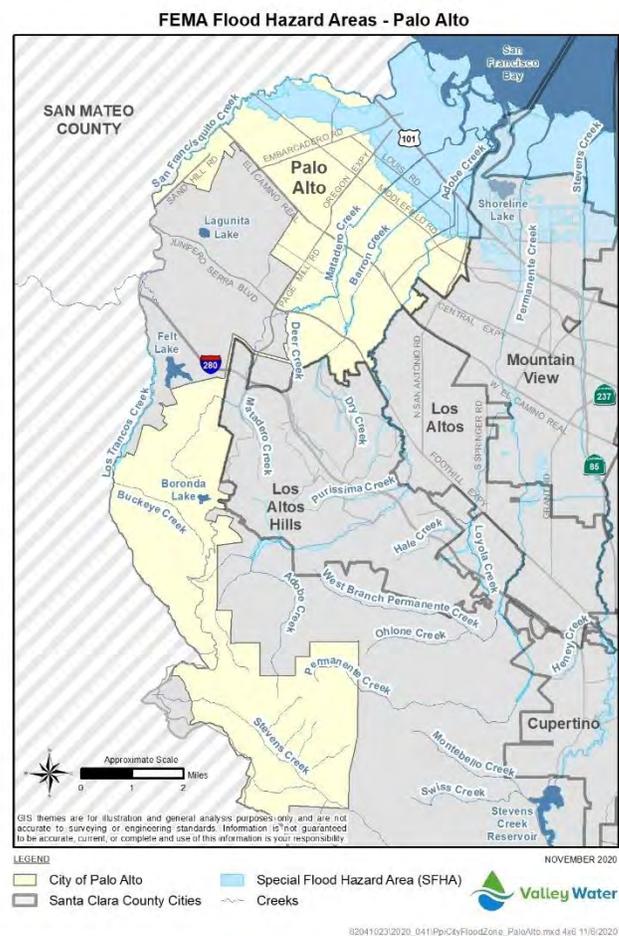
	Policies in Force	Premium	Insurance in Force	Number of Closed Paid Losses	\$ of Closed Paid Losses	Adjustment Expense
A01-30 & AE Zones	45	\$106,987	\$22,290,300	1	\$0.00	\$275.00
A Zones	1	\$823	\$76,000	0	\$0.00	\$0.00
AO Zones	150	\$190,528	\$43,098,400	2	\$2,450.59	\$575.00
AH Zones	5	\$5,475	\$1,277,100	0	\$0.00	\$0.00
AR Zones	0	\$0	\$0	0	\$0.00	\$0.00
A99 Zones	0	\$0	\$0	0	\$0.00	\$0.00
V01-30 & VE Zones	0	\$0	\$0	0	\$0.00	\$0.00
V Zones	0	\$0	\$0	0	\$0.00	\$0.00
D Zones	0	\$0	\$0	0	\$0.00	\$0.00
<b>B, C &amp; X Zone</b>						
Standard	33	\$32,030	\$9,924,400	3	\$5,653.35	\$750.00
Preferred	87	\$36,025	\$28,823,000	0	\$0.00	\$0.00
<b>Total</b>	<b>321</b>	<b>\$371,868</b>	<b>\$105,489,200</b>	<b>6</b>	<b>\$8,103.94</b>	<b>\$1,600.00</b>

## City of Palo Alto

The City of Palo Alto is located on the San Francisco Peninsula, at the southern end of San Francisco Bay. The city is 35 miles south of San Francisco and 14 miles north of San José and at the northern edge of Santa Clara County, between the cities of Mountain View and Menlo Park. The city has a population of around 65,364 residents and encompasses 16,627 acres or approximately 26 square miles. Approximately 40 percent of this area is in parks and preserves and another 15 percent consists of agriculture and other open space uses. The remaining area is nearly completely developed, with single-family uses predominating. Less than one (1) percent of the city's land area consists of vacant, developable land.

**Flood Hazard** Under the current FIRMs, the City of Palo Alto has 4,889 structures in the Special Flood Hazard Area (SFHA). SFHAs are mainly in FEMA designated zone A, AE, and AH. Of the total structures in the SFHA, 87 percent are single-family (1-4 units), 11 percent are multi-family (5 or more units), and two (2) percent are commercial or non-residential. The city has four (4) creeks, San Francisquito Creek, Matadero Creek, Adobe Creek, and Barron Creek, that flow to San Francisco Bay. San Francisquito Creek flows into San Francisco Bay, and Matadero Creek, Barron Creek and Adobe Creek flow into 600 acres Palo Alto Flood Basin. The flow of water from the flood basin to the bay passes through eight (8) box culverts controlled by flap gates in the box culverts. Specific areas that are susceptible to flooding are around San Francisquito Creek and San Francisco Bay, where the levees are not built to FEMA standard for a 100-year storm protection. The city had experienced flooding around San Francisquito Creek in 1955 and 1998 when water overtopped the levee and caused immense damage to properties. A Joint Powers Authority was established in the year 2000 to provide flood protection for the San Francisquito Watershed.

**Repetitive Loss Properties** There are five (5) repetitive loss areas in the city and there are 107 building structures on the five (5) repetitive loss areas.



**City of Palo Alto Flood Insurance Data** (as of 11/02/20)

*Insurance by Occupancy*

	<b>Policies in Force</b>	<b>Premium</b>	<b>Insurance in Force</b>	<b>Number of Closed Paid Losses</b>	<b>\$ of Closed Paid Losses</b>	<b>Adjustment Expense</b>
Single Family	2,288	\$2,649,633	\$610,650,100	454	\$8,574,374.89	\$372,073.59
2-4 Family	70	\$37,070	\$16,830,600	0	\$0.00	\$0.00
All Other Residential	394	\$179,738	\$85,876,800	12	\$238,321.38	\$8,625.00
Non Residential	96	\$580,340	\$45,317,000	14	\$192,278.78	\$8,162.56
<b>Total</b>	<b>2,848</b>	<b>\$3,446,781</b>	<b>\$758,674,500</b>	<b>480</b>	<b>\$9,004,975.05</b>	<b>\$388,861.15</b>

*Insurance by Zone*

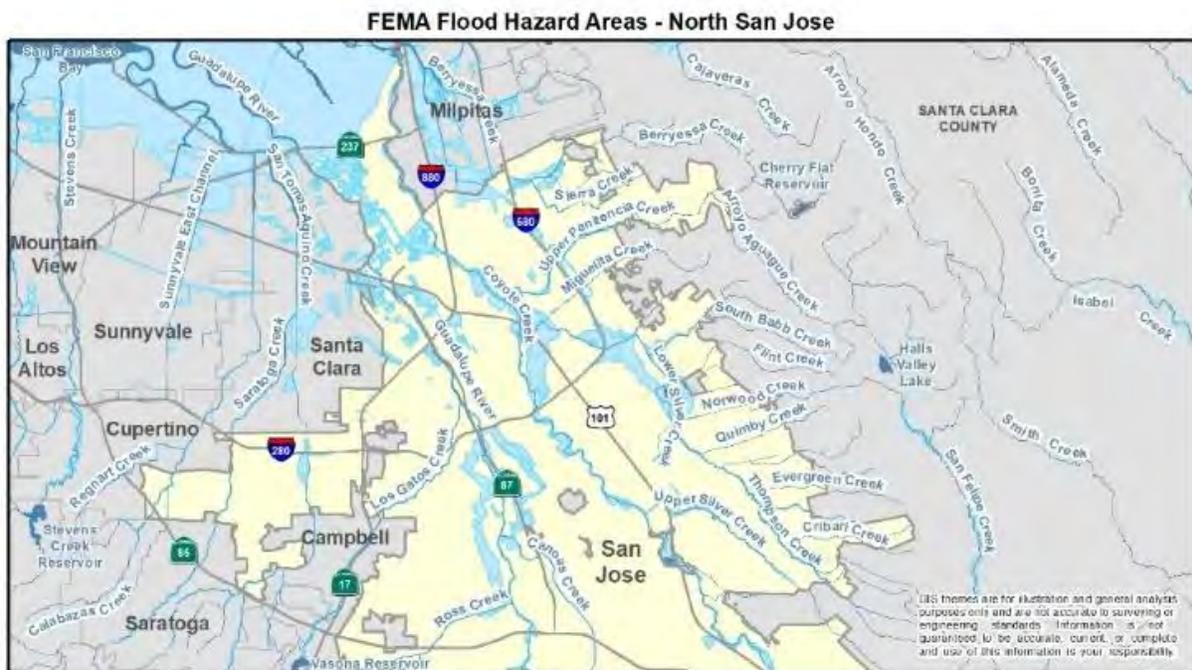
	<b>Policies in Force</b>	<b>Premium</b>	<b>Insurance in Force</b>	<b>Number of Closed Paid Losses</b>	<b>\$ of Closed Paid Losses</b>	<b>Adjustment Expense</b>
A01-30 & AE Zones	1,282	\$2,253,965	\$323,208,900	156	\$3,469,136.56	\$137,779.30
A Zones	38	\$78,125	\$9,262,300	27	\$646,228.60	\$24,191.23
AO Zones	37	\$37,081	\$9,607,900	159	\$3,463,894.86	\$141,374.06
AH Zones	762	\$720,210	\$193,982,900	31	\$323,129.25	\$19,769.84
AR Zones	0	\$0	\$0	0	\$0.00	\$0.00
A99 Zones	0	\$0	\$0	0	\$0.00	\$0.00
V01-30 & VE Zones	0	\$0	\$0	0	\$0.00	\$0.00
V Zones	0	\$0	\$0	0	\$0.00	\$0.00
D Zones	0	\$0	\$0	0	\$0.00	\$0.00
B, C & X Zone						
Standard	184	\$146,911	\$50,442,400	27	\$168,810.38	\$10,787.74
Preferred	317	\$151,274	\$111,583,000	32	\$247,978.43	\$14,123.11
<b>Total</b>	<b>2,620</b>	<b>\$3,387,566</b>	<b>\$698,087,400</b>	<b>432</b>	<b>\$8,319,178.08</b>	<b>\$348,025.28</b>

## City of San José

The City of San José is located at the southern tip of the San Francisco Bay. With a population of 1,021,795 residents. San José is the third-largest city in California. The city encompasses 115,200 acres or approximately 180 square miles. Approximately 17 percent of this area is in parks, agriculture, and other open space uses. Residential use is comprised of 34 percent single-family, two (2) percent two-family, four (4) percent multi-family and one (1) percent mobile homes. Other uses include four (4) percent in commercial, three (3) percent educational, and 10 percent in industrial uses.

**Flood Hazard** Under the current FIRMs, the City of San José has approximately 20,000 structures in the Special Flood Hazard Area (SFHA); 67 percent of these structures are single-family residences (1-4 units), 13 percent are multi-family (5 or more units), and 20 percent are other non-residential uses, including commercial and industrial. These structures are located in FEMA flood zone designations A, AE, AH and AO. There are two (2) main creeks/rivers that flow into the San Francisco Bay, the Coyote Creek, and the Guadalupe River. The areas that flood San José are from the many tributaries that drain into the Coyote Creek and the Guadalupe River.

**Repetitive Loss Properties** The City of San José has six (6) repetitive loss properties with a total of 11 structures.



**LEGEND**

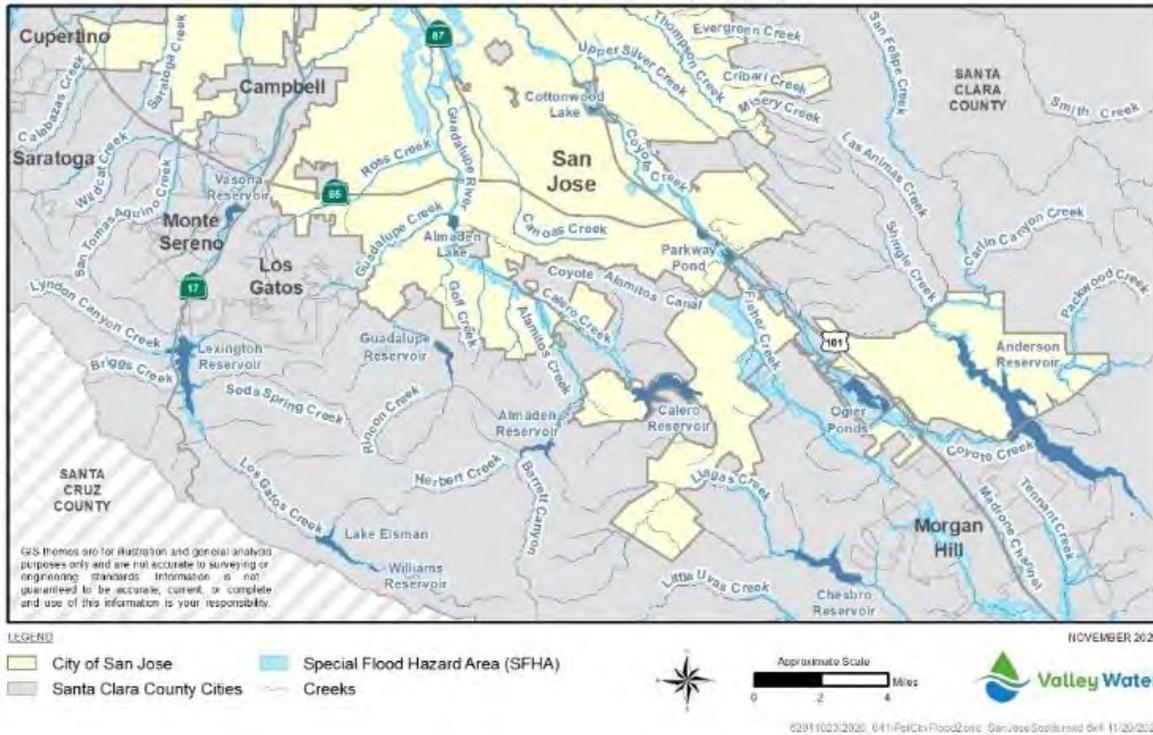
- City of San Jose
- Special Flood Hazard Area (SFHA)
- Santa Clara County Cities
- Creeks



NOVEMBER 2020

©2011-2020 Valley Water. All rights reserved. San Jose (v) 11/20/2020

### FEMA Flood Hazard Areas - South San Jose



### City of San José Flood Insurance Data (as of 11/02/20)

#### Insurance by Occupancy

	Policies in Force	Premium	Insurance in Force	Number of Closed Paid Losses	\$ of Closed Paid Losses	Adjustment Expense
Single Family	4,604	\$3,780,947	\$1,151,265,400	517	\$6,404,404.92	\$277,415.63
2-4 Family	531	\$398,700	\$127,607,700	76	\$2,866,636.23	\$111,657.24
All Other Residential	996	\$430,135	\$228,028,500	22	\$546,597.69	\$17,692.42
Non Residential	499	\$1,243,952	\$229,130,900	32	\$710,402.65	\$29,450.53
<b>Total</b>	<b>6,630</b>	<b>\$5,853,734</b>	<b>\$1,736,032,500</b>	<b>647</b>	<b>\$10,528,041.49</b>	<b>\$436,215.82</b>

#### Insurance by Zone

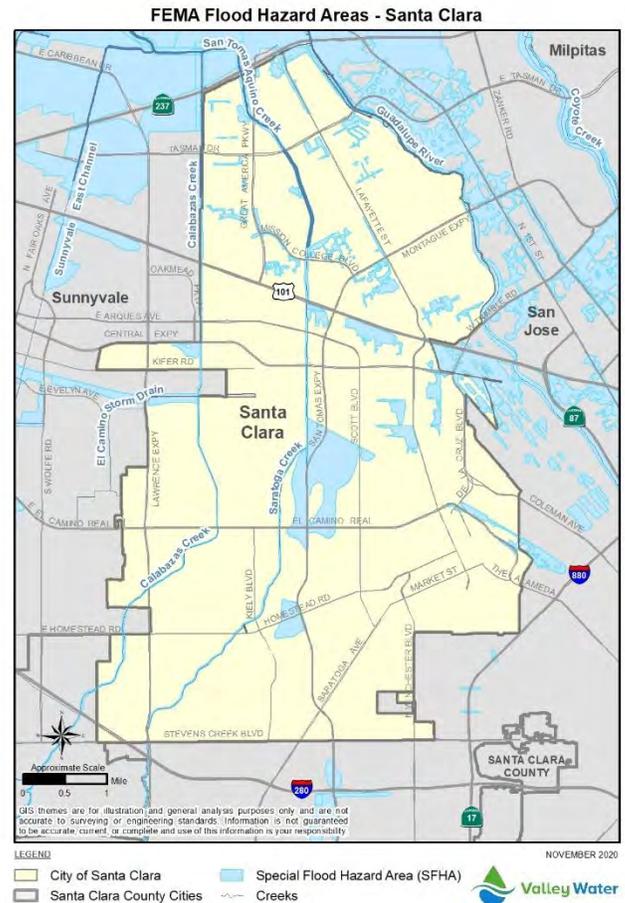
	Policies in Force	Premium	Insurance in Force	Number of Closed Paid Losses	\$ of Closed Paid Losses	Adjustment Expense
A01-30 & AE Zones	757	\$1,349,929	\$212,096,900	123	\$4,634,069.72	\$162,791.30
A Zones	20	\$48,250	\$5,095,200	79	\$725,661.42	\$24,699.40
AO Zones	2,532	\$2,576,621	\$644,679,500	176	\$2,674,644.82	\$135,066.19
AH Zones	1,008	\$831,852	\$244,809,200	47	\$239,089.26	\$15,540.00
AR Zones	0	\$0	\$0	0	\$0.00	\$0.00
A99 Zones	1	\$703	\$100,000	7	\$31,082.76	\$2,400.00
V01-30 & VE Zones	0	\$0	\$0	0	\$0.00	\$0.00
V Zones	0	\$0	\$0	0	\$0.00	\$0.00
D Zones	157	\$325,262	\$40,828,100	26	\$378,470.93	\$13,209.07
<b>B, C &amp; X Zone</b>						
Standard	122	\$116,773	\$42,579,800	4	\$175,631.38	\$6,124.17
Preferred	185	\$120,513	\$68,864,000	7	\$9,456.96	\$2,605.00
<b>Total</b>	<b>4,782</b>	<b>\$5,369,903</b>	<b>\$1,259,052,700</b>	<b>469</b>	<b>\$8,868,107.25</b>	<b>\$362,435.13</b>

# City of Santa Clara

The City of Santa Clara is located about 45 miles south of San Francisco. The city encompasses roughly 12,352 acres, or 19.3 square miles, and has a population of approximately 130,365. The city is categorized into areas consisting of approximately 43 percent residential, 27 percent commercial and industrial, 11 percent office/research and development, 11 percent public/quasi-public, and six (6) percent parks and open space, with the remaining area being categorized as vacant/unassigned.

**Flood Hazard** Under the current FIRMs, the City of Santa Clara has 1,012 properties in the Special Flood Hazard Area (SFHA). SFHA are mainly in FEMA designated zone A, AE, AH, and AO. Of the total properties in the SFHA, 50 percent are 1-4 family residential, 27 percent are multi-family (5 or more families), and the remaining 23 percent are non-residential areas. The city has four (4) creeks/rivers: Calabazas Creek, Saratoga Creek, San Tomas Aquino Creek, and Guadalupe River. The city has experienced flooding around Calabazas Creek and San Tomas Aquino Creek in 1983, 1986, and 1998 when water overtopped the levees and caused significant damage to properties.

**Repetitive Loss Properties** The city does not have repetitive loss properties.



**City of Santa Clara Flood Insurance Data** (as of 11/02/20)

*Insurance by Occupancy*

	Policies in Force	Premium	Insurance in Force	Number of Closed Paid Losses	\$ of Closed Paid Losses	Adjustment Expense
Single Family	375	\$238,589	\$102,884,800	25	\$296,887.02	\$8,865.00
2-4 Family	111	\$48,378	\$27,438,000	2	\$880.40	\$150.00
All Other Residential	202	\$134,805	\$55,039,000	4	\$0.00	\$590.00
Non Residential	112	\$237,210	\$65,019,000	1	\$11,985.67	\$750.00
Total	800	\$658,982	\$250,380,800	32	\$309,753.09	\$10,355.00

*Insurance by Zone*

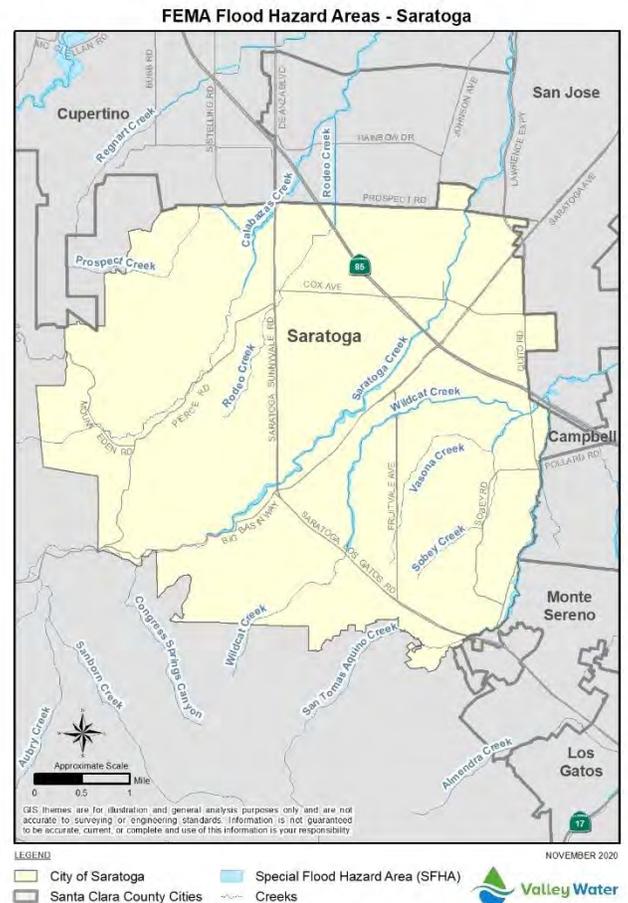
	Policies in Force	Premium	Insurance in Force	Number of Closed Paid Losses	\$ of Closed Paid Losses	Adjustment Expense
A01-30 & AE Zones	2	\$13,274	\$1,000,000	0	\$0.00	\$0.00
A Zones	0	\$0	\$0	14	\$176,693.06	\$4,745.00
AO Zones	240	\$252,011	\$67,834,400	6	\$880.40	\$800.00
AH Zones	131	\$192,854	\$45,846,400	3	\$266.54	\$160.00
AR Zones	0	\$0	\$0	0	\$0.00	\$0.00
A99 Zones	0	\$0	\$0	0	\$0.00	\$0.00
V01-30 & VE Zones	0	\$0	\$0	0	\$0.00	\$0.00
V Zones	0	\$0	\$0	0	\$0.00	\$0.00
D Zones	1	\$2,367	\$500,000	0	\$0.00	\$0.00
B, C & X Zone						
Standard	20	\$22,304	\$6,168,100	3	\$988.46	\$335.00
Preferred	135	\$109,191	\$52,631,000	4	\$253,483.06	\$6,495.00
Total	529	\$592,001	\$173,979,900	30	\$432,311.52	\$12,535.00

## City of Saratoga

The City of Saratoga is located on the west side of the Santa Clara Valley, directly west of San José, in the San Francisco Bay Area. The city is 48 miles south of San Francisco and 14 miles west of San José and at the southwest edge of Santa Clara County, between the cities of Cupertino and Los Gatos. The city has a population of 30,153 residents and encompasses 8,179 acres or approximately 13 square miles. Approximately 40 percent of this area is in parks and preserves, and another 15 percent consists of agriculture and other open space uses. The remaining area is nearly completely developed, with single-family uses predominating. Less than one (1) percent of the city's land area consists of vacant, developable land.

**Flood Hazard** Under the current FIRMs, the City of Saratoga has 128 structures in the Special Flood Hazard Area (SFHA). SFHA are mainly in FEMA designated zone A, AE, and AH. Of the total structures in the SFHA, 98 percent are single-family (1-4 units), and two (2) percent are commercial or non-residential. The city has six (6) creeks: Calabazas, Rodeo, Saratoga, Wildcat, Vasona, and San Tomas. In general, flooding from these creeks has been confined to the relatively narrow flood plain directly adjacent to the creeks.

**Repetitive Loss Properties** There are no repetitive loss properties within the city.



**City of Saratoga Flood Insurance Data** (as of 11/02/20)

*Insurance by Occupancy*

	Policies in Force	Premium	Insurance in Force	Number of Closed Paid Losses	\$ of Closed Paid Losses	Adjustment Expense
Single Family	75	\$54,033	\$23,780,100	18	\$53,675.76	\$12,075.00
2-4 Family	1	\$421	\$350,000	0	\$0.00	\$0.00
All Other Residential	2	\$2,881	\$739,700	0	\$0.00	\$0.00
Non Residential	3	\$7,564	\$2,150,000	0	\$0.00	\$0.00
Total	81	\$64,899	\$27,019,800	18	\$53,675.76	\$12,075.00

*Insurance by Zone*

	Policies in Force	Premium	Insurance in Force	Number of Closed Paid Losses	\$ of Closed Paid Losses	Adjustment Expense
A01-30 & AE Zones	16	\$28,614	\$4,423,100	3	\$17,303.34	\$1,025.00
A Zones	1	\$1,981	\$250,000	4	\$4,888.78	\$735.00
AO Zones	0	\$0	\$0	0	\$0.00	\$0.00
AH Zones	0	\$0	\$0	0	\$0.00	\$0.00
AR Zones	0	\$0	\$0	0	\$0.00	\$0.00
A99 Zones	0	\$0	\$0	0	\$0.00	\$0.00
V01-30 & VE Zones	0	\$0	\$0	0	\$0.00	\$0.00
V Zones	0	\$0	\$0	0	\$0.00	\$0.00
D Zones	0	\$0	\$0	0	\$0.00	\$0.00
B, C & X Zone						
Standard	9	\$8,425	\$2,944,700	8	\$4,488.41	\$1,120.00
Preferred	55	\$25,879	\$19,402,000	3	\$26,995.23	\$9,195.00
Total	81	\$64,899	\$27,019,800	18	\$53,675.76	\$12,075.00

# City of Sunnyvale

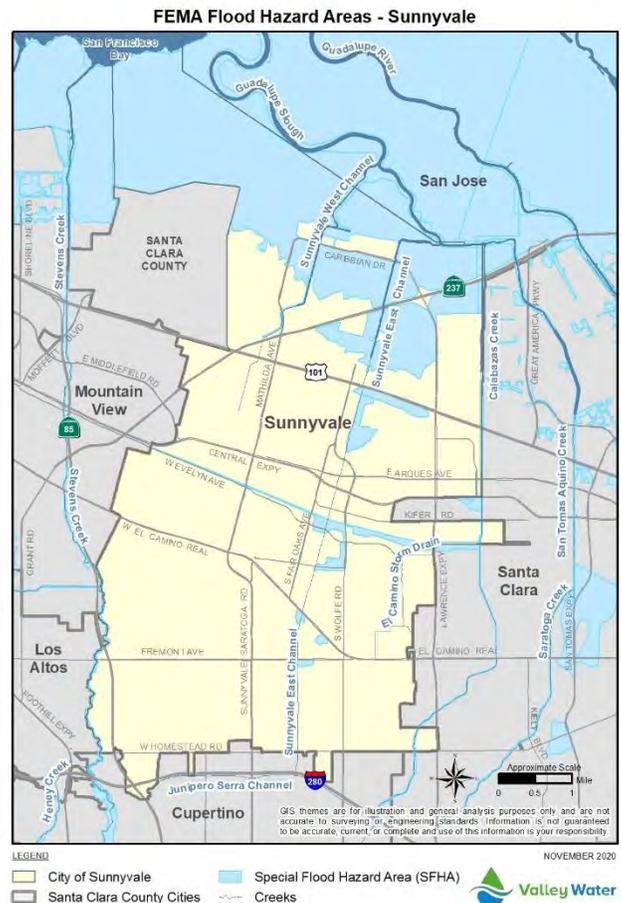
The City of Sunnyvale is one of the major cities that make up the Silicon Valley located in the San Francisco Bay Area. It is the second-highest populated city within Santa Clara County, with a population of 152,703. Sunnyvale is bordered by portions of San José to the north, Moffett Federal Airfield to the northwest, Mountain View to the west, Los Altos to the southwest, Cupertino to the south, and Santa Clara to the east.

The city's land area is approximately 22.87 square miles. Of this, 15.47 square miles are considered developable, as follows: 0.3 percent vacant, 54.7 percent residential, 22.4 percent office/industrial, 6.2 percent retail/service, 7.4 percent parks/open space, and 6.2 percent other uses.

**Flood Hazard** Under the current FIRMS, Sunnyvale has 1,270 parcels that lie within a Special Flood Hazard Area (SFHA). SFHA's in Sunnyvale are: Zones A, and V. Approximately 20 percent, or 254 parcels, are zoned for non-residential use. The remaining parcels within the SFHA are primarily single-family (1-4 units) residential (997 parcels), with only 19 parcels being multi-family residential (5+ units).

Areas subject to flooding in Sunnyvale are, in general, the northern portion of the city, selected areas flanking the East and West Channels, Calabazas Creek, El Camino Real, and US Highway 101. Both the East and West Channels and Calabazas Creek flow directly into the San Francisco Bay, which abuts the northerly boundary of the city.

**Repetitive Loss** There are no repetitive loss properties within the City of Sunnyvale.



**City of Sunnyvale Flood Insurance Data** (as of 11/02/20)

*Insurance by Occupancy*

	Policies in Force	Premium	Insurance in Force	Number of Closed Paid Losses	\$ of Closed Paid Losses	Adjustment Expense
Single Family	398	\$433,459	\$100,277,400	7	\$11,268.56	\$2,640.00
2-4 Family	198	\$101,139	\$48,134,000	0	\$0.00	\$0.00
All Other Residential	130	\$114,516	\$39,682,300	0	\$0.00	\$0.00
Non Residential	62	\$261,572	\$31,407,200	3	\$57,386.63	\$2,525.00
<b>Total</b>	<b>788</b>	<b>\$910,686</b>	<b>\$219,500,900</b>	<b>10</b>	<b>\$68,655.19</b>	<b>\$5,165.00</b>

*Insurance by Zone*

	Policies in Force	Premium	Insurance in Force	Number of Closed Paid Losses	\$ of Closed Paid Losses	Adjustment Expense
A01-30 & AE Zones	255	\$543,251	\$67,781,700	6	\$62,845.76	\$4,490.00
A Zones	3	\$6,163	\$750,000	0	\$0.00	\$0.00
AO Zones	134	\$164,907	\$38,067,100	1	\$0.00	\$125.00
AH Zones	0	\$0	\$0	0	\$0.00	\$0.00
AR Zones	0	\$0	\$0	0	\$0.00	\$0.00
A99 Zones	0	\$0	\$0	0	\$0.00	\$0.00
V01-30 & VE Zones	0	\$0	\$0	0	\$0.00	\$0.00
V Zones	0	\$0	\$0	0	\$0.00	\$0.00
D Zones	0	\$0	\$0	0	\$0.00	\$0.00
B, C & X Zone						
Standard	133	\$110,107	\$36,132,500	2	\$5,809.43	\$550.00
Preferred	141	\$61,947	\$44,123,000	1	\$0.00	\$0.00
<b>Total</b>	<b>666</b>	<b>\$886,375</b>	<b>\$186,854,300</b>	<b>10</b>	<b>\$68,655.19</b>	<b>\$5,165.00</b>

## V. TARGET AUDIENCES

The PPI Committee identified several key audiences that can be divided into categories: 1) those who are at risk of flood impacts; and 2) those who are a conduit to those who are at risk of flood impacts or “messengers to other target audiences.”

### **Priority Audiences and Areas:**

#### **1. Community at Large**

The PPI Committee recognized that the entire community that lives and/or works in Santa Clara County is subject to impacts due to flooding. CRS typically focuses on residential flooding; however, in the San Francisco Bay Area, flooding of businesses and roads is also significant.

Within the community-at-large, there are several sub-communities:

*Multi-lingual Communities:* Within the community-at-large, there are non-English language speakers and non-US citizens. More than 112 languages are spoken in the Bay Area; however, the top three non-English languages are Spanish, Vietnamese, and Mandarin Chinese.

*Groups with Special Evacuation Needs:* Within the community-at-large, access and functional need individuals require special evacuation support, such as seniors and fixed or low-income residents. These groups are of great concern during a flooding event and would need additional time, resources, and logistics to support them.

*New Residents, Visitors, and Tourists:* Within the community-at-large, there are residents, visitors, and tourists who are new to the area or visiting for a short duration and may be unfamiliar with the hazards specific to this region. They may be unaware of flood risks, the resources available to them, and where to locate them. Additionally, new residents are less likely to be aware of sandbag locations and how to flood-proof a structure.

#### **2. Special Flood Hazard Area (SFHA) Communities**

The PPI Committee identified several geographic areas that are particularly prone to flooding. This includes areas of Mountain View and Milpitas that are prone to shallow flooding; areas of Mountain View and Palo Alto that are prone to riverine flooding, especially north of Highway 101; areas subject to tidal flooding; Los Altos, near Permanente and Hale creeks; areas of Palo Alto prone to flooding from San Francisquito Creek; flood-prone areas of San José, including Alviso; Morgan Hill, especially the downtown area; the South County corridor between Morgan Hill and the county line.

A map of each community SFHA can be found on each community-specific page under Section IV: Communities' Flood Hazard Areas.

*Residents and Businesses in the Special Flood Hazard Area (SFHA):* The offices of the largest employers of Silicon Valley form a ring around the edge of the San Francisco Bay, located in areas that flood. Consequently, thousands of people

work in the zone subject to tidal flooding, driving into and out of the tidal zone every day on their way to and from work. Street flooding can impact workers' commutes. Major thoroughfares can be blocked by flooding, impeding access to residents, schools, hospitals, and workplaces.

Those at risk of flood impacts include property owners, renters, and workers. For people who work in the tidal zone, family emergency plans are critical. Individuals should have flood-safe routes identified to get safely out of the tidal flooding zone. For residents who live in the FEMA-designated SFHA, the emergency plan ensures individuals and families are prepared for a flood event.

Additionally, it is important for our communities to protect their property by purchasing flood insurance for home and business locations. Most homeowner insurance policies do not cover damage from natural disasters, such as flooding. Therefore, advising residents to purchase flood insurance to cover the contents in their homes is a critical message for this community.

Within the SFHA, there are several sub-communities:

*Low Lying Areas, Along Rivers and Creeks:* Within the SFHA, there are low-lying areas along rivers and creeks at risk for flooding.

*Coastal Communities at Risk for Sea Level Rise/Tsunamis:* Within the SFHA, there are coastal communities at risk for sea-level rise and tsunamis. These areas are identified through the base flood elevation. The bayfront cities in Santa Clara County with areas subject to fluvial and tidal flooding are Palo Alto, Mountain View, Sunnyvale, Santa Clara, San José, and Milpitas.

*Repetitive Loss (RL) Areas:* Within the SFHA, there are a few repetitive loss areas located in the County of Santa Clara and the cities of Morgan Hill, Palo Alto and San José. Additional information on these areas can be found on each community-specific page under Section IV: Communities' Flood Hazard Areas.

### **3. Messengers to Other Target Audiences (Organizations and Businesses Serving the Community)**

Lenders, real estate agencies or boards, developers/contractors, and appraisers all serve as a messenger to people who are at risk of flooding as they provide their respective business service. In addition, organizations or agencies that serve at-risk communities include PG&E, American Red Cross, Emergency Assistance Network (EAN), Community Emergency Response Teams (CERT), neighborhood associations, schools, churches, hospitals, and social services agencies. These messenger organizations and businesses function as another target audience for the PPI.

As government agencies work to reduce flood risk, they need to provide these messengers with the best information available and tailor the message to the County of Santa Clara's needs. In other words, the PPI needs to include training that convey the information that the messengers will need. This will be implemented by presentations to groups, website postings and newsletter

articles. While all the messages need to be conveyed to messengers from time to time, some messages are more pertinent than others. For instance, lenders need a detailed understanding of flood insurance, but neighborhood associations would be more interested in how to protect people and property from a flood.

All these audiences can be reached through a combination of messages from Valley Water, the cities, the county, and the American Red Cross.

## **VI. OTHER PUBLIC INFORMATION EFFORTS**

To develop an effective PPI, the committee inventoried a broad sample of current initiatives, programs, and training that focus on raising the community's awareness of local flood hazards and encouraging them to take action that will reduce risks (see Table 2).

Outside activity by agencies and organizations in Santa Clara County relating to flood protection generally falls into one of four categories: 1) training and courses; 2) community-based engagement events; 3) traditional and social media messaging, and 4) mailers. Many community events feature at least one agency providing information on disaster preparedness and safety. The information in all four categories is usually provided on websites as well, so it is readily available.

Additionally, phone and tablet apps have become particularly popular. The American Red Cross has developed a series of free apps related to disaster awareness such as flood protection, first aid, earthquake, and fire. The content of this messaging usually covers general hazard awareness and safety, with an increasing emphasis on preparedness, planning, and mitigation; however, the information can be applied to flood preparedness and safety.

**Table 2: Other Public Information Efforts**

Agency/Organization	Project/Effort	Message
American Red Cross Silicon Valley Chapter	<ul style="list-style-type: none"> <li>• <u>Training</u>: Personal preparedness, organizational preparedness. Audience: Adults, Seniors, Youth/Kids.</li> <li>• <u>Community events</u>: Regularly staff booths at community events and company health fairs to provide information about American Red Cross services and preparedness.</li> <li>• <u>Social media messaging</u>: Facebook, Twitter posts with updates on current disaster responses, seasonal tips on safety, preparedness.</li> <li>• <u>Website</u>: Downloadable materials.</li> <li>• <u>Other</u>: Smart device apps.</li> </ul>	<p>General hazard/disaster awareness, safety, and preparedness.</p> <p>The importance of preparing a family emergency plan.</p>
Collaborating Agencies Disaster Relief Effort (CADRE)	<ul style="list-style-type: none"> <li>• <u>Training</u>: Monthly meetings, workshops, annual conference, which include training sessions.</li> <li>• <u>Social media messaging</u>.</li> <li>• <u>Website</u>: <a href="http://www.cadresv.org">http://www.cadresv.org</a>.</li> <li>• <u>Other</u>: Newsletter.</li> </ul>	<p>Target CBOs, FBOs and nonprofit service providers.</p> <p>Organization disaster readiness and resiliency.</p>
Catholic Charities of Santa Clara County	<ul style="list-style-type: none"> <li>• <u>Training</u>: Disaster preparedness workshops.</li> </ul>	<p>Disaster readiness and preparedness.</p>
Community Emergency Response Training (CERT)	<ul style="list-style-type: none"> <li>• <u>Training</u>: Personal preparedness.</li> </ul>	<p>Disaster readiness and preparedness.</p>
Department of Water Resources	<ul style="list-style-type: none"> <li>• <u>Training</u>: Flood manager trainings, workshops, California Flood Preparedness prep meetings (Aug-Oct).</li> <li>• <u>Community events</u>: California Flood Preparedness Week (CFPW) every October.</li> <li>• <u>Social media messaging</u>: Social media toolkits for CFPW, social media messaging.</li> <li>• <u>Website</u>: Downloadable materials, toolkits, tips on flood safety: <a href="https://water.ca.gov/What-We-Do/Flood-Preparedness">https://water.ca.gov/What-We-Do/Flood-Preparedness</a>.</li> <li>• <u>Other</u>: YouTube channel.</li> </ul>	<p>Flood preparedness and safety messaging.</p>
Federal Emergency Management Agency (FEMA)	<ul style="list-style-type: none"> <li>• <u>Training</u>: Online trainings.</li> <li>• <u>Community events</u>: Community events in partnership with local city/county.</li> <li>• <u>Social media messaging</u>: Facebook, Twitter, social media toolkits, smart device app: FEMA app.</li> <li>• <u>Website</u>: <a href="https://www.Ready.gov/floods">https://www.Ready.gov/floods</a>.</li> <li>• <u>Other</u>: Youth education materials, YouTube channel.</li> </ul>	<p>Disaster readiness and preparedness.</p>

NOAA	<ul style="list-style-type: none"> <li>• <u>Training</u>: Online webinars.</li> <li>• <u>Social media messaging</u>: Facebook, Twitter, Smart device app: NOAA Weather Radio.</li> <li>• <u>Website</u>: Downloadable materials: <a href="https://www.weather.gov/safety/flood">https://www.weather.gov/safety/flood</a>.</li> <li>• <u>Other</u>: Youth education materials, YouTube channel.</li> </ul>	Flood preparedness and safety messaging.
Pacific Gas & Electric (PG&E)	<ul style="list-style-type: none"> <li>• <u>Other</u>: Utility bill inserts, radio safety ads.</li> </ul>	Safety tips related to winter storms.
Santa Clara County Department of Public Health	<ul style="list-style-type: none"> <li>• <u>Website</u>: Downloadable materials: <a href="https://www.sccgov.org/sites/phd/hi/phep/Pages/prep-home.aspx">https://www.sccgov.org/sites/phd/hi/phep/Pages/prep-home.aspx</a>.</li> </ul>	Disaster readiness and preparedness.
Santa Clara County Office of Emergency Management	<ul style="list-style-type: none"> <li>• <u>Website</u>: Downloadable materials: <a href="https://emergencymanagement.sccgov.org/home">https://emergencymanagement.sccgov.org/home</a>.</li> <li>• <u>Other</u>: Smart device app: ReadySCC.</li> </ul>	Disaster readiness and preparedness.
San José Fire Department (Office of Emergency Services)	<ul style="list-style-type: none"> <li>• <u>Training</u>: Personal preparedness.</li> </ul>	Disaster readiness and preparedness.
Silicon Valley Independent Living Center (SVILC)	<ul style="list-style-type: none"> <li>• <u>Training</u>: Personal preparedness.</li> </ul>	Disaster readiness and preparedness.
US Army Corps of Engineers	<ul style="list-style-type: none"> <li>• <u>Training</u>: Online webinars.</li> <li>• <u>Website</u>: Downloadable materials: <a href="https://www.usace.army.mil/">https://www.usace.army.mil/</a>.</li> <li>• <u>Other</u>: Youth education materials, YouTube channel.</li> </ul>	Flood preparedness and safety messaging.
Valley Water	<ul style="list-style-type: none"> <li>• <u>Training</u>: Virtual Flood Preparedness workshop, covering FEMA SFHA maps, stream gauges tools, community flooding hot spot awareness, flood insurance options, communication plans, emergency kits, and alerts and tips for avoiding floodwaters.</li> <li>• <u>Community events</u>: Flood awareness materials distributed at community fairs and events.</li> <li>• <u>Social media messaging</u>: Extensive multilingual flood awareness campaign with multilingual flood awareness videos and posts on Facebook, Instagram, Twitter, Nextdoor and YouTube, TV, radio, Pandora, print and digital newspapers, as well as email newsletter.</li> <li>• <u>Website</u>: Flood awareness blogs, videos, links, and preparedness resources available at <a href="http://www.valleywater.org/floodready">http://www.valleywater.org/floodready</a>.</li> <li>• <u>Other</u>: Mailers – Multi-lingual mailer with flood preparedness tips and resources distributed to 52,000 homes and 15 cities every winter.</li> </ul>	Flood preparedness and safety messaging.

## VII. COMMUNICATION STRATEGY, PROJECTS, AND INITIATIVES

The focus of the Multi-Jurisdictional PPI (5-Year Plan) is to encourage flood preparedness best practices for the following key audiences:

- The community-at-large;
- Special Flood Hazard Area (SFHA) communities; and
- Messengers to other target audiences.

The committee selected nine (9) topics with messages for each topic that need to be disseminated to the various audiences. The first six (6) are the same as the six (6) priority messages for the CRS program and included several public messages to select from. Three (3) additional topics were added by the committee and include one (1) priority message each (see Table 3).

**Table 3: CRS Priority Messages**

<b>Topic Number</b>	<b>Topic message</b>	<b>Public Message</b> <i>(select one message per topic)</i>
TOPIC #1	Know your flood hazard	<ul style="list-style-type: none"> <li>• Know your flood risk</li> <li>• Contact your floodplain manager to find out if your property is in a floodplain</li> <li>• Check if your home or business is in a Special Flood Hazard Area</li> </ul>
TOPIC #2	Insure your property for your flood hazard	<ul style="list-style-type: none"> <li>• Get flood insurance ahead of time</li> <li>• Insure your property</li> <li>• There is a 30-day waiting period for the policy to take place</li> </ul>
TOPIC #3	Protect people from the flood hazard	<ul style="list-style-type: none"> <li>• Put your 3-day emergency kit together</li> <li>• Follow evacuation orders</li> <li>• Learn the best route to high ground</li> </ul>
TOPIC #4	Protect your property from the flood hazard	<ul style="list-style-type: none"> <li>• Protect your home from flood threats</li> <li>• Prepare your home</li> <li>• Sandbags can offer protection against a foot or less of floodwater</li> <li>• Get sandbags before a flood</li> </ul>
TOPIC #5	Build responsibly	<ul style="list-style-type: none"> <li>• Build responsibly in floodplains</li> <li>• Comply with development requirements</li> <li>• Check with your city/county floodplain manager before you build</li> </ul>
TOPIC #6	Protect natural floodplain functions	<ul style="list-style-type: none"> <li>• Keep creeks clean and flowing</li> <li>• Keep debris and trash out of our streams</li> <li>• Don't pollute, dump, or drain anything in creeks</li> </ul>
<b>Additional Outreach Topic Messages</b> <i>(only one message per topic)</i>		
TOPIC #7	Develop an emergency plan	<ul style="list-style-type: none"> <li>• Develop an emergency plan</li> </ul>
TOPIC #8	Download disaster apps	<ul style="list-style-type: none"> <li>• Download disaster emergency apps</li> </ul>
TOPIC #9	Understand shallow flooding risks—don't drive through standing water	<ul style="list-style-type: none"> <li>• Understand shallow flooding risks - don't drive through standing water</li> </ul>

## **Flood Response Preparation Projects:**

City of Santa Clara's Flood Response Program (FRP) provides a road map for city staff in various departments to quickly distribute prescribed messages through several social media outlets before, during, and after a storm event. These messages serve to remind residents to prepare for an impending storm by cleaning up fallen leaves, picking up sandbags from the city, and preparing emergency kits for their household. During a storm or flood event, these messages inform residents how to stay safe. After a storm or a flood, these messages relay essential safety information and provide resources for reporting issues to the city or appropriate agencies.

1. Before a storm/flood: The City of Santa Clara's Office of Emergency Service notifies all departments whether localized or area-wide flooding is anticipated. The fire Department, Police Department, and the Department of Public Works post their pre-approved messages and informs the City Manager's Office.
2. During a storm/flood: The City of Santa Clara's Manager's Office and the Office of Emergency Services authorize public outreach activities during a flood event when the Emergency Operations Center (EOC) is activated. Specifically, for storms, each department posts its pre-approved message that applies to the current situation. In this situation, the City Manager's Office does not need to give authorization, but they must be informed.
3. After a flood: The City of Santa Clara's Manager's Office and Office of Emergency Services authorize public outreach activities following a flood event.

Additionally, many of our communities are developing their Flood Response Programs (FRP) message plan. One idea was to develop a regionwide FRP messaging plan (*listed as 'Other New Initiatives' Item No. 9*), which would encompass all the participating communities.

**Table 4: Flood Response Preparation Priority Messages:**

Topic Message	Public Message <i>(can select multiple messages per topic)</i>
<b>Messaging Before A Flood</b>	
<b>TOPIC #1:</b> Know your flood hazard	<ul style="list-style-type: none"> <li>• Your floodplain manager can provide you with flood insurance information and may have a FEMA Elevation Certificate for your property on file.</li> </ul>
<b>TOPIC #4:</b> Protect your property from the flood hazard	<ul style="list-style-type: none"> <li>• Prepare your house for the storm by gathering building materials like plywood, plastic sheeting, and sandbags.</li> <li>• Follow the sandbag guide to construct barriers to stop floodwater from entering your home.</li> <li>• To further protect your home from localized flooding, make sure to keep the gutter in front of your house clean.</li> </ul>
<b>TOPIC #6:</b> Protect natural floodplain functions	<ul style="list-style-type: none"> <li>• If you see a storm drain clogged/flooded or tree branches down, please call (number).</li> <li>• Place fallen leaves into your clean green container instead of blowing them onto the street and pick-up litter that can clog up storm drains.</li> </ul>
<b>TOPIC #7:</b> Develop an emergency plan	<ul style="list-style-type: none"> <li>• Make a family emergency plan and emergency kit for your home and car.</li> <li>• Sign up for AlertSCC.</li> </ul>
<b>Messaging During A Flood</b>	
<b>TOPIC #2:</b> Insure your property for your flood hazard	<ul style="list-style-type: none"> <li>• Collect your valuable documents, such as property insurance.</li> <li>• If you need to evacuate, take your property insurance documents and their contact number with you.</li> </ul>
<b>TOPIC #3:</b> Protect people from the flood hazard	<ul style="list-style-type: none"> <li>• If advised to evacuate, do so immediately.</li> <li>• Turn off utilities at the main switches or valves.</li> <li>• Disconnect electrical appliances.</li> <li>• Do not touch electrical equipment if you are wet or standing in water.</li> <li>• Check city/county website for the most up-to-date information on street closure, current situation, available shelter, and press releases.</li> <li>• Tune to radio stations KCBS (740 AM), KGO (810 AM), and KLIV (1590 AM) for emergency information.</li> </ul>
<b>TOPIC #9:</b> Understand shallow flooding risks—Don't drive through standing water	<ul style="list-style-type: none"> <li>• Avoid fast-moving water.</li> <li>• "Turn Around Don't Drown."</li> <li>• For puddles, let off the gas, keep the steering wheel straight, and don't slam on the brakes.</li> <li>• Do not drive into flooded areas.</li> </ul>

<b>Messaging After A Flood</b>	
<b>TOPIC #3:</b> Protect people from the flood hazard	<ul style="list-style-type: none"> <li>• Do not walk in floodwater.</li> <li>• Stay away from a downed power line and report them to Silicon Valley Power's 24-hour hotline at 408-615-5640.</li> <li>• Return home only when authorities indicate it is safe.</li> <li>• Don't attempt to re-enter your home before then, or you may be at risk of the building collapsing.</li> <li>• Check the city/county website for the most up-to-date information.</li> <li>• Check the city/county website for the most up-to-date information on street closure, current situation, available shelter, and press releases.</li> <li>• Listen for news reports on whether the community's water supply is safe to drink. Check on the city/county website or contact City Water Utility Department at (number) to confirm.</li> </ul>
<b>TOPIC #5:</b> Build responsibly	<ul style="list-style-type: none"> <li>• Get a permit for flood damage repairs to avoid future damages. The city/county has a permit process to help you get back into your house.</li> </ul>
<b>TOPIC #6:</b> Protect natural floodplain functions	<ul style="list-style-type: none"> <li>• If you see a storm drain clogged/flooded or tree branches down, please call (number).</li> </ul>

**Outreach Projects:**

Numerous outreach projects have been carried out over the past several years. Since they match the key audiences and are an effective means to disseminate the nine (9) topic messages, they will continue. Each outreach project includes one or more of the key messages. These projects are also reflected in Appendix A: CRS Creditable Outreach and Flood Response Projects by Community and Appendix B: Additional CRS Outreach Projects by Community (Non-Creditable Activities for Activity 330).

**1. Outreach and Flood Response Projects by CRS Community**

- a. **County of Santa Clara:** The County of Santa Clara's website includes a Santa Clara County "Storm and Flood Information and Resources" webpage available for all residents in the county: <https://www.sccgov.org/sites/opa/Pages/storm.aspx>. The storm and flood information page redirects residents to Valley Water's Flood Ready webpage, National Weather Service, American Red Cross, and [www.floodsmart.gov](http://www.floodsmart.gov), as useful resources.

The County has a Consumer Protection Division's website that also includes a "Flood Safety Information" webpage. The site redirects residents to Valley Water's Access Valley Water customer portal for reporting debris in creeks and flood-ready webpage and [www.Ready.gov](http://www.Ready.gov). Additionally, there are multi-language 'Flood Safety Information' documents for resident's use and other resourceful links: <https://cpd.sccgov.org/flood-safety-information>.

Every fall, the County sends annual letters to the properties in the unincorporated section of the county's mapped repetitive loss areas, as required by FEMA and is a prerequisite for a CRS Class 9.

As needed, the County's Office of Emergency Management shares Valley Water's digital social media resource links during the flood season. The "Floods Follow Fires. Are you Ready?" and "Got Sandbags" messages redirect to Valley Water's website and all messages are available in English, Spanish, Chinese, and Vietnamese. Messages are used on social media, short-form newsletter, short-form email, web, and Nextdoor.

The County's Office of Emergency Management's website has a "Be a Prepared Community Member" webpage that includes emergency preparedness information including, signing up for AlertSCC, making an emergency plan, downloading the ReadySCC App, building an emergency supply kit, packing a go-bag, checking on neighbors, "Do One Thing," 12-month preparedness calendar, and get CERT trained. <https://emergencymanagement.sccgov.org/be-prepared-community-member>.

The County's Office of Emergency Management's website has a "People with Access and Functional Needs (AFN)" webpage that provides resources to help enhance independence and readiness through emergency preparedness: <https://emergencymanagement.sccgov.org/people-access-and-functional-needs-afn>.

- b. City of Cupertino:** The City of Cupertino publishes annual flood notice in the local newsletter (The Cupertino Scene, a community-wide newsletter) that highlights nine (9) priority topics and is mailed to all residential and commercial properties within Cupertino's jurisdiction. These notices provide information on flood risks and flood safety and inform property owners on ways to protect themselves and their property. The notice is typically published before or at the beginning of the rainy season (October or November issue).

Although there are no longer any repetitive loss properties within the city, the City of Cupertino continues to send annual letters to these properties, highlighting five (5) of the nine (9) priority topics. The letter is typically mailed mid-year.

In addition, Valley Water conducts several general and informational outreach projects that distribute materials countywide, highlighting the nine (9) priority topics that Cupertino can take credit for. Some of these outreach materials include their latest Flood Ready campaign brochures and flood kits, FEMA flood-related materials, which have also been distributed at various Cupertino events/facilities.

The City of Cupertino recognizes the robust social media campaign led by Valley Water and has linked the city's main flood preparation webpage, 'Citizens Preparedness' to Valley Water's Flood Ready webpage.

The City's Office of Emergency Services also hosts a "Citizen Preparedness" webpage that includes emergency preparedness

information for different types of disaster such as floods. The webpage also includes re-directing to Valley Water's Flood Ready webpage. <https://www.cupertino.org/residents/community-services-programs/emergency-services/citizen-preparedness>.

Cupertino's Public Works Department and Community Development Department's Building Division also work closely together to provide Flood Protection Assistance, Property Protection Advice, site visits, and general flood protection assistance to interested community members. Advice and assistance are provided one-on-one, either over the phone, face-to-face at the public counter or through comments related to development review. Site visits, if requested, are also conducted, and scheduled directly with qualified city staff.

The city participates in yearly clean-up events: the annual National River Clean-up Day (each May) and Coastal Clean-up Day (each September) and coordinates volunteers. Staff coordinate with Valley Water on both these clean-up efforts. The city also participates in Valley Water's Adopt-a-Creek Program.

On a project-specific basis, the city provides homeowners and business owners of active construction sites a Winter Preparedness notification that informs them that during the winter season, they need to winterize their project(s) site. Certain soil disturbance activities are not allowed during the rainy season.

- c. **City of Gilroy:** The City of Gilroy recognizes Valley Water's Flood Awareness Campaign and has linked the city's main flood webpage to Valley Water's Flood Ready webpage. In addition, all the residents in the FEMA designated SFHA receive Valley Water's annual floodplain mailer. This mailer is kept in a static location at City Hall for residents to pick-up and is also distributed at various events throughout the year.

Gilroy participates in two fair/events. The Gilroy Garlic Festival, held typically at the end of July and the city's Public Works Week Community Open House, held typically in May. Both support promoting PPI topic messages – distributes flood preparedness materials.

- d. **City of Los Altos:** Annually, the City of Los Altos sends a letter, along with a "Are You Prepared for a Flood in Your Neighborhood?" brochure, each fall to property owners in the SFHA to inform them their property is within the SFHA, flood risk reduction information, requirements for development standards within the SFHA, availability of flood insurance, and where additional information can be found. The mailer contains information on the following topic messages:

- What to do before, during, and after
- Recognize the natural and beneficial functions of floodplains
- History of flooding in Los Altos
- Determine if your property is located in an area subject to flooding

- Purchase flood insurance
- Maintain drainage channels and pipes free of obstruction and debris
- Protect your property from flood damage
- Know floodplain development standards
- Comply with development requirements
- Plan for emergencies – Prepare a family disaster plan, make an emergency kit, sign-up for AlertSCC.

Also, in the fall, each year, two (2) newspapers ads are published in the 'Los Altos Town Crier,' which contain similar information as the "Are You Prepared for a Flood in Your Neighborhood?" brochure including flood insurance information.

- e. **Town of Los Altos Hills:** The Town of Los Altos Hills hosts a "Flood Information" webpage on the town's website. This webpage includes information on the PPI nine topics, including a supporting message. The webpage redirects to the following key resource websites: [www.valleywater.org/floodready](http://www.valleywater.org/floodready), [www.floodsmart.org](http://www.floodsmart.org), [www.ready.gov](http://www.ready.gov), and [www.weather.gov](http://www.weather.gov).

The town recognizes Valley Water's Flood Awareness Campaign and has linked the town's main flood webpage to Valley Water's Flood Ready webpage. In addition, all residents in the FEMA designated SFHA receiving Valley Water's annual floodplain mailer; the mailer is kept at a static location in the town hall for residents to pick-up.

The town's "Our Town" quarterly newsletter (fall issue) includes information on flood preparedness. The newsletter is mailed out town-wide and is also available online on the town's website.

The town participates in annual clean-up events: National River Clean-up Day (each May) and Coastal Clean-up Day (each September) and coordinates volunteers. They coordinate with Valley Water on both these clean-up efforts. The city also participates in Valley Water's Adopt-a-Creek Program.

Annually, the town hosts two events - Earth Day (held in the spring) and the Town Picnic (held late summer). The town distributes various flood preparedness and safety materials at these events, including Valley Water's annual floodplain mailer and promotional item (e.g., emergency starter kits, Get Flood Ready Emergency Supply Checklist tote bags, etc.). Additionally, Valley Water hosts a table at the Town Picnic event and distributes various flood readiness materials and information (i.e. FEMA flood insurance information, ReadySCC, and American Red Cross Flood apps, AlertSCC, sandbag guidelines, flood protection project-specific notices, FEMA NFIP materials, and preparedness activity/coloring books, etc.) to the public.

- f. **Town of Los Gatos:** The Town of Los Gatos' website encourages residents and businesses to purchase flood insurance and redirects visitors to [www.floodsmart.gov](http://www.floodsmart.gov).

The town recognizes Valley Water's Flood Awareness Campaign and has linked the town's main flood webpage to Valley Water's Flood Ready webpage. In addition, all residents in the FEMA designated SFHA receiving Valley Water's annual floodplain mailer; the mailer is kept at a static location in the town hall for residents to pick-up.

- g. **City of Milpitas:** Annually, the City of Milpitas mails out a brochure, "Flood Public Advisory" during the months of December or January to residents and businesses within SFHA and the community at large. The brochure promotes flood safety and flood preparedness messaging, including purchase flood insurance, SFHA, flood warning information, illegal dumping, ongoing flood mitigation projects, the city's participation in the CRS, elevation certificates, Flood Protection Assistance, permit requirements for floodplain development, floor elevations, substantial improvements, and substantial damage, and provides contact information for a number of flood-related issues. The city's "Flood Public Advisory" brochure, along with Valley Water's "Are You Flood Ready?" floodplain mailers are posted in the public libraries and at City Hall.

The city offers Flood Protection Assistance, Property Protection Advice and provides in-person flood risk consultation at the front counter. Anyone seeking flood zoning and flood mitigation information, can talk to a Registered Civil Engineer and/or a CFM from the Engineering Department. This service is advertised to the whole city by the 'Flood Public Advisory' that is mailed out annually between December-January. An engineer and/or CFM will visit the project site upon request and will provide an analysis report after the visit. A copy of any site visits and analysis report will be kept on file with the city.

On a project-specific basis, the city provides contractors a Winter Preparedness notification that informs them that during the winter season, they need to winterize their project(s) site. Certain soil disturbance activities are not allowed during the rainy season.

The city participates in annual clean-up events: National River Clean-up Day (each May) and Coastal Clean-up Day (each September) and coordinates volunteers. They coordinate with Valley Water on both these clean-up efforts. The city also participates in Valley Water's Adopt-a-Creek Program.

Year-round, the city distributes at various events the FEMA flood-related publications, including "Myths and Facts about the NFIP" and "Q&A NFIP Handbook" and the front counter area in a brochure rack.

The city's website has a "Flood Information" webpage contains information on several of the PPI message topics; the webpage also

redirects to Valley Water, FEMA, NOAA, [www.floodsmart.gov](http://www.floodsmart.gov), [www.Ready.gov](http://www.Ready.gov), and USGS webpages.

**h. City of Morgan Hill:** Annually, the City of Morgan Hill sends a citywide “Flood Report” close to or during the start of the rainy season. The report is for residents and businesses to understand the flood hazards in the City of Morgan Hill, to learn what they can do to protect themselves before the next rainy season and to find out about recent and planned improvements being made in the city. The Flood Report varies on PPI priority messages including:

- Know Your Flood Risk
  - Flood Insurance Rate Maps (FIRMS)
  - FEMA Flood Map Service Center (redirects to [www.msc.fema.gov](http://www.msc.fema.gov))
  - City contact information for flood map requests, flood protection assistance, and other flood-related inquiries
  - Major Creeks: Llagas, West Little Llagas, Edmundson, Foothill, Paradise, Tennant, Coyote, Maple, and Corralitos Creeks
- Build Responsibly - Morgan Hill Municipal Code Chapter 15.80
- SFHA
- Recent and Planned Improvements
- Keep Debris and Trash Out of Streams – It’s illegal to dump into our creeks; Do Not Dump
- Insure Your Property (redirects to [www.floodsmart.gov](http://www.floodsmart.gov))
- Be Prepared Before a Flood
  - Protect Your Property
- Elevation Certificates
- Be Prepared During a Flood
  - Register for AlertSCC
  - Follow evacuation orders
  - Stayed tuned (radio or TV) for possible warnings
  - Avoid floodwaters – “Turn Around Don’t Drown”
- 6” of moving water can knock you off your feet
- A car can be carried away by just 2’ of water
- Develop a Family Emergency Plan
  - Create a communications plan
  - Assemble an emergency kit
  - Keep a minimum 3-day supply of non-perishable food and bottled water
- Download Disaster and Emergency Apps
  - ReadySCC
  - Red Cross Flood App
- Redirects to [www.ValleyWater.org/FloodReady](http://www.ValleyWater.org/FloodReady)

From year-to-year, the Flood Report can also include additional messaging based on the current outreach efforts and publicity requirements on city’s CRS activities.

The city's website has a "Flood Information" webpage that contains the city's flooding information, which redirects to their Floodplain Management page and includes a link to the city's annual "Flood Report." The webpage redirects to Valley Water's Flood Ready webpage and also contains FEMA flood information.

Each summer, the city sends an annual notice to Repetitive Loss (RL) areas as required by FEMA and is a prerequisite for a CRS Class 9.

- i. **City of Mountain View:** The City of Mountain View sends information on flood risk, flood safety, and the importance of buying flood insurance in the Winter version of the city's newsletter called, "The View." The city publishes this newsletter bi-annually and is sent to all postal addresses in the City of Mountain View (over 17,000 addresses). The Fall edition of the newsletter includes a "Are You Flood Prepared?" section that provides a wealth of informs the public of flood risks including the nine priority flood messages including: know your flood risk, contact your floodplain manager to find out if your property is in a floodplain, how to insure your property, protect people from the flood hazard by creating a 3-day emergency kite, protect your property with city provided sandbags, build responsibly, protect the natural floodplain by keeping debris and trash out of our streams, develop an emergency plan, download the emergency apps and 'Turn around don't drown' messaging. The city's "Flood Protection and Insurance Information" webpage also provides information on many of these same topics and also redirects to Valley Water's webpage and www.floodsmart.gov.

Each year, all residents and businesses see these nine priority flood messages again as an insert in their utility bill that arrives between July-September.

The city participates in the Mountain View Art & Wine Festival (each September) and Thursday Night Live (months of June and July) and distributes Valley Water's annual floodplain mailer and the promotional item (e.g., emergency starter kits, Get Flood Ready Emergency Supply Checklist tote bags, etc.). Valley Water also hosts a table at the Mountain View Art & Wine Festival and distributes various flood readiness materials and information (i.e. Valley Water's floodplain mailer [containing all 9 PPI topic messages], FEMA NFIP flood insurance information, ReadySCC, and American Red Cross flood apps, AlertSCC, sandbag guidelines, flood protection project-specific notices, FEMA NFIP materials, and preparedness activity/coloring books, etc.) to the public.

The City of Mountain View does a social media notification about storm preparation for winter storms ahead of time. The notification directs residents to their "Flood Protection and Insurance Information" webpage. The city has also linked the city's webpage to Valley Water's Flood Ready webpage.

- j. **City of Palo Alto:** Annually, the City of Palo Alto's "Are You Ready for Winter Storms?" flyer (*aka utility insert*) is sent to all residents and

businesses in the city, in their utility bills in the fall. The flyer contains information on the nine (9) PPI topic messages, including: what to do before, during, and after a storm; prepare family emergency plans and emergency kits; sign up for AlertSCC; bookmark [cityofpaloalto.org/storms](http://cityofpaloalto.org/storms) webpage for up-to-date local storm information; stay powered safely; understand shallow flooding – Turn Around, Don't Drown; protect your property – know your flood hazard area, insure your property sufficiently, purchase flood insurance; identify flood zone designation; build responsibly; clean out roof gutters, downspouts, landscape inlets and swales; sandbags available/locations; report hazardous material spills and illegal dumping; **Do Not Dump**; emergency information: flood warning and creek levels; blocked storm drains, mud slides, and fallen trees; sign up to receive text or email notifications of flood conditions; get Red Cross flood app; become an Emergency Services Volunteers (ESV); and other general information including non-emergency; real-time public safety updates are posted on social media accounts on: Twitter, Nextdoor, Facebook, etc. Information on the link to real-time creek monitor page and San Francisquito Creek JPA early flood warning system is also provided.

The city distributes various flood preparedness and safety documents, including FEMA NFIP materials for public/policyholders (e.g. *Valley Water's annual floodplain mailer, FEMA's NFIP Why Do I Need Flood Insurance? Your Homeowners Insurance Does Not Cover Flooding, The Preferred Risk Policy for Homeowners and Renters, etc.*). These materials are available at the Public Works Department, the Development Center, and are also made available via the city's website, "Flood Information and Winter Storm Preparedness" webpage that redirects to 'Flood Information Documents' from the City of Palo Alto Library Digital Collection database. These materials are also distributed at the city's annual events noted below.

Annually, the city also sends out a utility announcement, "Anytime it can rain, it can flood. Don't get caught off-guard." The announcement includes a link to the city's flood safety tips webpage at [www.cityofpaloalto.org/storms](http://www.cityofpaloalto.org/storms). The announcement is sent once a year during the month of March/April. Messages included are: Valley Waters Flood Safety Tips, purchase flood insurance, prepare a family emergency plan, know the location of neighborhood streams and drainage channels, learn the best route to high ground; protect natural floodplains; protect your home and understand shallow flooding.

As required by FEMA and is a prerequisite for a CRS Class 9, the city also sends annual letters to the properties in the city's mapped repetitive loss areas, highlighting flood safety tips; the letter is typically mailed in the month of August/September.

Annually, at the beginning of the flood season (September/October), the city sends out letters to real estate agencies informing them of their responsibility to identify flood hazard areas and to take advantage of the

Flood Zone Lookup on the city's website on the Floodplain Management webpage.

The city participates in the annual clean-up events: National River Clean-up Day (each May) and Coastal Clean-up Day (each September). They coordinate with Valley Water on both these clean-up efforts. Additionally, the city participates in Valley Water's Adopt-A-Creek Program.

Trash booms are located in Matadero Creek and Adobe Creek. Annually, booms clean-ups are done on an as-needed basis. The city also assesses its hot spots and cleans up the local drainage system on an ongoing basis as part of the city's operations and maintenance.

Each April, city staff host a flood readiness table at the city's annual Earth Day event and at the City Municipal Corporation Open House held in July. Flood preparedness materials are distributed to the community, including Valley Water's outreach promotional item (varies from year to year) and their annual floodplain mailer, the city's "Are You Ready for Winter Storms?" utility insert, the Creekwise mailer/brochure, and runs a slideshow presentation of flood preparedness and protection. Upon request, the city also participates in other fairs and promotes flood readiness.

- k. **City of San José:** Annually, at the beginning of the flood season, the City of San José sends an annual flyer to properties in repetitive loss areas typically between September and December as required by FEMA and is a prerequisite for a CRS Class 9. The informs property owners that their property is in a flood-prone area. The flyer also details ways property owners can protect themselves and their property, such as be informed and know your flood risk, how to reduce this risk, how to protect your people and your property, including flood insurance (redirecting to [www.floodsmart.gov](http://www.floodsmart.gov)), build responsibly, and to practice flood safety.

The city's Public Works, Development Services, "Flood Hazard Zones" webpage located here: <https://www.sanjoseca.gov/your-government/departments/public-works/development-services/floodplain-management>, includes information on the following:

- **Flood Information**  
Public Works staff provides information regarding flood zones, flood insurance, Special Flood Hazard Area regulations, and maintains copies of elevation certificates. The public may also check if their property is in the flood zone by visiting [flood hazards zone map](#).
- **Flood Hazard Zones**  
The City of San José is a member of the [National Flood Insurance Program](#). Membership in the program allows residents of the City of San José to obtain federally backed mortgages and disaster assistance in the event of floods. In exchange, the city requires new land developments and remodels of existing buildings to

conform to rules that minimize flood damage. Public Works is responsible for administering this program and providing flood zone information to the citizens of San José.

- **Re-directs to Valley Water’s Flood Ready webpage** for more information about watersheds and historical flooding information. The city also has a link on its website to [www.floodsmart.gov](http://www.floodsmart.gov) for residents to learn more about purchasing flood insurance.

The city recognizes Valley Water’s Flood Awareness Campaign and has linked the city’s main flood webpage to Valley Water’s Flood Ready webpage. In addition, all the residents in the FEMA designated SFHA receive Valley Water’s annual floodplain mailer. This mailer is kept in a static location at City Hall for residents to pick-up and is also distributed at various events throughout the year.

Annually, at the beginning of the flood season (September–December), the city sends out letters to real estate and insurance agencies and lenders, informing them of their responsibility to identify flood hazard areas and to take advantage of the Flood Zone Lookup on the city’s website on the “Flood Hazard Zones webpage and advises to contact the city for map reading services and elevation certificates on file.

The city hosts an annual public safety event, ‘Building Permits and Home Safety Open House,’ typically held in May. Valley Water staff also participates in the city’s annual Pumpkins in the Park’ event, held in October. At both events, there are booths/tables with information/materials that support our PPI topic messages; flood prevention materials are distributed.

- I. **City of Santa Clara:** Each fall, the City of Santa Clara mails out a citywide newsletter for residents and businesses, including all addresses in the SFHA, called “Inside Santa Clara.” The fall issues have a “Are You Flood Ready” page that includes all nine (9) CRS key priority messages urging residents and business to purchase flood insurance, learn more about flood from [floodsmart.gov](http://floodsmart.gov), find out their flood zone and flood risk with available services from the city, prepare emergency kits and family emergency plans, sign up for ALERT SCC (the Santa Clara County emergency alert system), download emergency apps “ReadySCC” or the Red Cross Emergency App, make permanent improvements to reduce flood damages with free Flood Protection Assistance, Property Protection Advice service from the city, build responsibly and obtain building permits and elevation certificates in SFHA, protect properties from flood threats with sandbags available from the city, stay safe from shallow flood and flood water while driving or walking – Turn Around, Don’t Drown, keep storm drain inlet and catch basins clear of debris or leaves. The citywide newsletter also provided “How To” information on staying safe during a flood, proper sandbag usage, reporting storm drain blockage, and reporting illegal dumping in/near creeks to reduce flood and pollution risk. The newsletter is mailed to all residential and business addresses in the city. Additional copies of the newsletter are available for display and pick

up at City Hall, and it can also be accessed online on the city's website: <https://www.santaclaraca.gov/i-want-to/stay-informed/newsroom/city-publications/inside-santa-clara>.

City staff host a flood readiness table at the city's annual Art & Wine Festival held each September to display and distribute emergency preparedness kits, Valley Water's floodplain mailer and flood reporting phone number magnet and provide flood zone look up service. Valley Water also sponsors a table at the festival promoting flood preparedness and distributes various flood readiness materials to the community.

During the storm season, the City of Santa Clara publishes social media posts on Facebook, Twitter, and other platforms, focused on safety and urges residents to stay vigilant while walking or driving during heavy rains/storms; reminds them to keep storm drain inlets clear, and advises them to report blocked storm drain inlets. The city's Office of Emergency Services prepared a pre-flood plan (FRP) for public information projects that will be implemented before, during, and after a storm/flood, as well as identifying who is responsible for posting these messages, what type of events they apply to, what social media platforms to post to and how often. Before a storm/flood, the messages focus on emergency kit, plan, and app-sign-up preparation, and flood damage prevention. During a storm/flood, the messages focus on shallow flood risk, utility safety, and where to find accurate information on evacuation order, shelter, and road closure. After a flood, the messages focus on keeping people safe, reporting issues, where to find accurate information on the current status for drinking water, utility, road closure, evacuation order and shelter, and rebuilding and recovery.

The city's website, "Flood Protection Information" webpage contains valuable information on flood-related topics, such as local flood risk, FEMA flood zones, flood insurance, and flood emergency preparedness, among other things. Many FEMA publications containing a wealth of flood-related information are also available for viewing in hard copy at Santa Clara City Hall or at the City of Santa Clara Central Library: <https://www.santaclaraca.gov/our-city/departments-g-z/public-works/engineering/flood-protection>.

- m. **City of Saratoga:** The City of Saratoga's website encourages residents/businesses to purchase flood insurance and redirects visitors to [www.floodsmart.gov](http://www.floodsmart.gov): <https://www.saratoga.ca.us/218/Winter-Storms>.

The City of Saratoga does a social media notification about storm preparation for winter storms ahead of time. The notification directs residents to their "Staying Safe, Winter Storms" webpage. The City of Saratoga has also linked the city's Winter Storms webpage to Valley Water's Flood Ready webpage.

The City of Saratoga recognizes Valley Water's Flood Awareness Campaign and has linked the city's main flood webpage to Valley Water's Flood Ready webpage. In addition to all residents in the FEMA

designated SFHA receiving Valley Water's annual floodplain mailer, the mailer is kept static at the City Hall for residents to pick-up.

- n. **City of Sunnyvale:** The City of Sunnyvale sends two (2) mailers and one (1) newsletter article each October. The first mailer/postcard is targeted to all residents and businesses within the SFHA informing them of the requirement to purchase flood insurance and about the automatic 15% discount. The second mailer/postcard is targeted to real estate agents informing them of the client's responsibility for identification and purchase of flood insurance and the availability of the automatic 15% discount.

The City of Sunnyvale's annual fall "Horizon" newsletter, which come out in October, includes a "Know How to Be Flood Safe" article that promotes flood safety and flood preparedness messaging, including purchasing flood insurance and promotes [www.floodsmart.gov](http://www.floodsmart.gov), Flood Zone Lookup information, AlertSCC, Do Not Dump, and highlights the city's website.

Additionally, the City of Sunnyvale has permanent "Road May Flood" street signs in areas of the city prone to flooding and promotes the "Flood Zone Look Up" featured on the city's website.

Furthermore, during the rainy season (October-March), the City of Sunnyvale actively posts flood safety and preparedness messaging through the city's Environmental Services social media platforms (i.e., Facebook and Twitter).

- o. **Valley Water:** Valley Water sends an annual multi-language floodplain mailer countywide to all residents and businesses within the SFHA in Santa Clara County.

The floodplain mailer is an extensive mailer that includes language on all the nine (9) PPI priority messages, such as contact numbers for mapping services for each of the communities and flood response messaging on what to do before, during, and after a flood. The mailer is sent out each year between November/December to remind residents and businesses in the SFHA of the upcoming rainy season and urges them to prepare beforehand and to purchase flood insurance. An electronic version of the mailer is also available on Valley Water's website on the flood preparedness page at [www.valleywater.org](http://www.valleywater.org). It should be noted that this is not necessarily a mailer to every creek side owner. Many properties are adjacent to creeks but not in the SFHA and would not receive this mailer.

Hard copies of the floodplain mailer are provided to all the cities/county for their use to disseminate at various events (i.e. emergency preparedness fairs, festivals, public meetings, etc.), including keeping the mailer static in lobby areas for visitors to pick-up. Electronic copies are also provided to the CRS communities to post on their websites.

Additionally, Valley Water includes flooding messages in an annual multi-language countywide mailer sent to every postal address in the county in

late October/early November. This is a general mailer whose topics cover the full range of services Valley Water carries out; therefore, topics vary from year to year, but a minimum of six (6) topics are included. The importance of buying flood insurance is always mentioned and the 30-day waiting period for an NFIP policy to go into effect.

Every CRS community submits the floodplain and countywide mailers for CRS credit. Annually, Valley Water also distributes and provides each community with a flood promotional item to giveaway to the public at community events.

During the year, Valley Water participates in booth duty support at various events and fairs throughout the county, including Valley Water Capital project meetings, or other events, as requested by various organizations. A number of communities pursue Outreach Project (OP) credit under Activity 300 for this activity. Valley Water distributes flood preparedness and awareness outreach materials (e.g., annual floodplain and countywide mailers, FEMA NFIP materials, USACOE Disaster preparedness coloring book, etc.) to the public at various events/fairs throughout the county encouraging the public to “Get Flood Ready.” Valley Water maintains public outreach materials for use before, during and after a flood and safety messaging. The distributed materials cover all of the nine (9) key CRS messages: sandbag guideline and flood protection project(s) information; downloading flood/emergency apps; information to encourage creating a family emergency plan; encourage homeowners, business owners, and renters to purchase of flood insurance ahead of time; prepare emergency kits; to know your flood risk; protecting people and property from flood threats; keeping creeks clean and flowing; avoid floodwaters, and to build responsibly in floodplains. The materials that are distributed include several FEMA publications and Valley Water flood preparedness promotional items which can vary from year to year.

Annually, Valley Water Office of Government Relations participates in the below community events during the flood season (*from September-May*). Note: The below list of events is subject to be amended.)

**Table 5: Community Events During the Flood Season**

Month	Event
September	<ul style="list-style-type: none"> <li>- Santos Car Show (<i>Alviso/San José</i>)</li> <li>- Mountain View Chamber of Commerce Art &amp; Wine Festival (<i>Mountain View</i>)</li> <li>- Cupertino Chamber of Commerce Silicon Valley Fall Festival (<i>Cupertino</i>)</li> <li>- Morgan Hill Chamber of Commerce Taste of Morgan Hill (<i>Morgan Hill</i>)</li> </ul>
October	<ul style="list-style-type: none"> <li>- Day on the Bay Multicultural Festival (<i>hosted by Santa Clara County</i>)</li> <li>- Day in the Park (<i>hosted by the City of San José, District 8</i>)</li> <li>- Pumpkins in the Park (<i>hosted by Guadalupe River Park Conservancy, San José</i>)</li> <li>- Diwali Festival of Lights (<i>hosted by Cupertino Chamber of Commerce</i>)</li> <li>- Hispanic Chamber of Commerce of Silicon Valley Festiv'ALL (<i>sponsored by Valley Water and City of San José</i>)</li> </ul>

November	- Annual American Indian Heritage Celebration ( <i>hosted by ConXion to Community, San José</i> )
December	- Santa Visits Alviso ( <i>San José</i> )
January	- South Valley Science Fair (hosted by South Valley Science and Engineering fair, Morgan Hill) - San José Women's March (hosted by Women's March Bay Area, San José)
February	- Valley Medical Center's Women's Leadership Policy Summit (hosted by Valley Medical Center Foundation, Saratoga)
March	- Silicon Valley Leadership Group Regional Economic Forum (hosted by Silicon Valley Leadership Group, Campbell) - Tech Challenge (hosted by The Tech Interactive, San José) - Morgan Hill Wildflower Run (hosted by American Association of University Women, Morgan Hill)
April	- City of Palo Alto Great Race for Saving Water (hosted by City of Palo Alto)
May	- Berryessa Annual Art & Wine Festival (hosted by Berryessa Business Association & Bay Area Community Services, San José) - Campbell Chamber of Commerce Boogie on the Avenue (hosted by Campbell Chamber of Commerce, Campbell) - Mushroom Mardi Gras (hosted by Morgan Hill Mushroom Mardi Gras Inc., Morgan Hill)

Additionally, throughout the year, there are other countywide events that Valley Water participates in by hosting a table and distributing flood preparedness materials.

Valley Water's "Let's Talk Water" Speakers Bureau Program provides general presentations to various groups, including Homeowners Associations. The presentations talk about where your water comes from, reviews the history of Valley Water and how we operate. Presenters also discuss our water supply sources for our county, water quality, flood protection, including flood awareness/preparedness, and our creeks and ecosystems. Information is shared on the topic of flood protection includes, a brief description of the CRS program, how to find your flood risk, make your 3-day emergency kit, the importance of purchasing flood insurance, and Valley Water's ongoing flood protection projects: <https://www.valleywater.org/learning-center/lets-talk-water-speakers-bureau>.

Annually, Valley Water distributes a soft copy of our 'Flood Safety Tips' brochure for all SCC CRS communities' use (print hard copies to distribute at events and/or post of flood preparedness webpages. This brochure covers all nine (9) key priority topics and is also made available on Valley Water's Flood Ready website.

## 2. Valley Water’s Annual Flood Awareness Media Campaign

Annually, Valley Water conducts a flood awareness media campaign, reaching the community at large, including our multi-lingual community, groups with special evacuation needs, new residents, visitors, and tourists. The campaign runs the duration of the rainy season, typically from November to April, and features social media videos and postings on various platforms (i.e., Facebook, Twitter, Instagram, Nextdoor, etc.), digital banners, newspaper advertorials, radio ads, billboards, utility bill inserts for communities to use, communities re-direct to Valley Water’s flood ready website, and television/mobile ads targeting residents who live in flood-prone areas and multilingual ethnic communities.

As part of Valley Water’s annual flood awareness campaign, an annual floodplain mailer is sent to all addresses in the County of Santa Clara’s FEMA designated SFHA (see *Section 1. Outreach and Flood Response Projects by CRS Community, Item o. Valley Water*).

Additionally, as needed, Valley Water conducts an outreach campaign targeted to “hot spot” areas (i.e., locations Valley Water has identified as prone to flooding) by engaging in additional outreach with the public, as needed and/or requested. This outreach may include a live or virtual event where residents in hot spot areas receive additional info on how to prepare for a flood event and will include a Board member promoting for residents to purchase flood insurance. An annual ‘Winter Preparedness Emergency Resources Guide’ (postcard/flyer) is mailed to residents and/or businesses who live or are located within hot spot locations. The guide includes the following CRS messages:

- ‘Know Your Risk’ by visiting [www.msc.fema.gov](http://www.msc.fema.gov) to see your location on a FEMA SFHA map;
- ‘Prepare Your Home’ by downloading emergency apps and monitoring stream levels and finding sandbags locations; and
- ‘Get Insured’ by visiting [www.floodsmart.gov](http://www.floodsmart.gov) to find an agent in your areas.
- What to do Before, During, and After a Flood.

As part of the flood awareness campaign, a ‘Get Flood Ready, Social Media and Web Resources Guide’ is provided to each of the communities for their use as part of their outreach efforts.

## 3. Do Not Dump Program

- a. Storm Drain Stenciling/Medallion – For more than 20 years, the County of Santa Clara has a program to locate and label all storm drain inlets “Do Not Dump” stencils at storm drains. This program, which helps prevent shallow flooding continues. Several Santa Clara County cities/county and Valley Water participate in the Storm Drain Stenciling Program.
- b. Cities in Santa Clara County require all developments modifying or constructing new catch basins/storm drains/inlets to stencil the “No Dumping! Flows to Bay.” In addition, some of these cities require all bid documents for capital projects which are modifying or constructing new

catch basins and require the contractors to install the same stencil. The program is also highlighted on cities' websites.

In South County municipalities (permittees) are subject to the statewide "Phase II" Stormwater Permit: National Pollutant Discharge Elimination System (NPDES) General Permit for Waste Discharge Requirements (WDRs) for Storm Water Discharges from Small Municipal Separate Storm Sewer Systems (MS4s). The permit became effective July 1, 2013 and remains effective (as amended) until reissued. The last amendment was effective January 1, 2019.

The North County municipalities (permittees) are subject to the San Francisco Bay Municipal Regional Stormwater NPDES Permit. The permit was effective January 1, 2016 and was due to expire December 31, 2020 but has been administratively extended.

- c. The City of Cupertino's annual flood notices in the local newsletter, 'The Cupertino Scene,' contains dumping is illegal messaging and how to report.
- d. The City of Milpitas's annual "Flood Public Advisory" annual brochure contains dumping is illegal messaging and how to report.
- e. The City of Palo Alto's annual "Are You Ready for Winter Storms?" utility bill insert contains the Do Not Dump and report illegal dumping messages.
- f. The City of Sunnyvale's annual fall "Horizon" newsletter includes a "Know How to Be Flood Safe" article that promotes the Do Not Dump message.
- g. Valley Water places "Do Not Dump" signs by waterways/channels.
- h. Valley Water lists the Pollution Hotline number in all their Project Notices.

#### **4. Information for Use Before, During, and After a Flood**

- a. Valley Water maintains public outreach materials for use before, during, and after a flood, including safety messages, how to file insurance claims, the need for permits, etc. These materials include several FEMA publications and Valley Water collateral items. Several of these items are also available on our website. Valley Water distributes these outreach materials to the public at various events/fairs throughout the county, at public meetings, with stakeholders (e.g., Second Harvest Food Bank, HOA's, Fire Departments, etc.) to help disseminate our flood preparedness messaging. These items are also made available upon request to cities/county to distribute within their community.

Valley Water's website includes a 'Flood Safety Advice: Before, During, and After a Flood' webpage <https://www.valleywater.org/floodready/flood-safety-advice-during-after>.

- b. The City of Santa Clara has a plan that outlines flood response activities to carry out before, during, and after a storm/flood. The plan identifies how to disseminate information on social media (i.e., frequency and type of messaging, which media platforms, and who will be responsible for posting the messages).
- c. The City of Milpitas' 'Flood Public Advisory' annual brochures provide information on what to do before and during a flood.

### Other Public Information Initiatives

The PPI Committee reviewed other public information activities, in addition to outreach projects. Additional credit is available under Activities 340, 350, 360, and 540 if the element is described in the PPI document with specific recommendations on how it should be conducted.

**Activity 340** (DFH and REB) – Additional credit is provided if the PPI states that real estate agents should (or have agreed to) advise house hunters about the flood hazard and that real estate agents give house hunters a REB brochure.

- The **City of Morgan Hill** mails out during the rainy season an annual newsletter, "Ask Before You Buy: Know Your Flood Risk!", to local real estate agents that provide homebuyers help to determine the flood risk of the property being purchased.
- The **City of Palo Alto** sends out annual letters to real estate agencies, informing them of their responsibility to identify flood hazard areas and to take advantage of the Flood Zone Lookup on the city's website on the Floodplain Management webpage at the beginning of the flood season (September/October).
- The **City of San Jose** sends out letters to real estate and insurance agencies and lenders, informing them of their responsibility to identify flood hazard areas and to take advantage of the Flood Zone Lookup on the city's website on the "Flood Hazard Zones webpage and advises to contact the city for map reading services and elevation certificates on file (September–December).
- The **City of Sunnyvale** sends a mailer/postcard targeted to real estate agents informing them of the client's responsibility for identification and purchase of flood insurance and the availability of the automatic 15% discount.
- **Other communities** could follow suit and send out the info to real estate agents advising house hunters about flood hazards and advise real estate agents to give house hunters a REB brochure.

**Activity 350** (WEB1) – Additional bonus credit is provided if the communities website covers the additional priority messages (Topics 7-9) that are listed in the PPI, listed in *Table 3: CRS Priority Messages*.

- All communities' website flood protection resources webpage includes language that contains the three additional PPI priority messages noted below:
  7. Develop an emergency plan.
  8. Download disaster apps.
  9. Understand shallowing risks—don't drive through standing water.

**Activity 360** (PPA, PPV, FAA) – Additional bonus credit is provided if the PPI discusses how the community’s property protection services should be conducted (PPA), discusses site visits as part of the community’s property protection service (PPV), and discusses how the community’s financial assistance advisory service should be conducted (FAA).

- The **City of Cupertino** provides property protection advice, site visits, and general flood protection assistance to interested community members. Advice and assistance are provided one-on-one, either over the phone, face-to-face at the public counter or through comments related to development review. Site visits, if requested, are also conducted and scheduled directly with qualified city staff. This service is advertised to the entire community in their annual flood notices in the local newsletter (The Cupertino Scene, a community-wide newsletter). The notice is typically published before or at the beginning of the rainy season (October or November issue).
- The **City of Milpitas** offers Flood Protection Assistance and provides in-person flood risk consultation at the front counter. Anyone seeking flood zoning and flood mitigation information, can talk to a Registered Civil Engineer and/or a Certified Floodplain Manager (CFM) from the Engineering Department. This service is advertised to the whole city by the ‘Flood Public Advisory’ that is mailed out annually between December-January. An engineer and/or CFM will visit the project site upon request and will provide an analysis report after the visit. A copy of any site visits and analysis report will be kept on file with the city.
- The **City of Santa Clara** provides property protection advice, and general flood protection assistance to interested residents and businesses. Advice and assistance are provided one-on-one by reviewing site plans and site photos, either over the phone, or face-to-face at the permit center counter. Site visits, if requested, are also conducted and scheduled directly with qualified city staff. This service is advertised to the entire community every year in the fall issue of citywide newsletter “Inside Santa Clara”, which typically goes out every September.
- **Other communities** could follow suit and send out the info on how the community’s property protection services should be conducted, including site visits as part of the community’s property protection service and offer the community financial assistance advisory service.

**Activity 540** (Drainage System Maintenance) – Additional credit is provided if the PPI specifies the message and recommends the best way to disseminate it.

- Valley Water’s annual floodplain, countywide mailers and all project notices include messaging on Do Not Dump/Illegal Dumping. All communities comply with the Santa Clara County’s Storm Drain Stenciling/Medallion Program as developments that are modifying or constructing new catch basins/storm drains/inlets are required, per the below-noted permits, to stencil the “No Dumping Flows to Bay.” In addition, some of these cities require all bid documents for capital projects, which are modifying or constructing new catch basins, require the contractors to install the same stencil. The program is also highlighted on cities’ websites.

- *South County municipalities are subject to the statewide “Phase II” NPDES Permit*
- *North County municipalities are subject to the SF Bay Municipal Regional Stormwater NPDES Permit*

### **Other New Initiatives**

The PPI committee identified a number of new initiatives:

1. Continue and expand the standardized flood message prepared for each community to include flood messages in utility bills each year, including PG&E.
2. Expand on partnerships with local chambers of commerce to disseminate and share flood preparedness information.
3. Expand on outreach to the Asian and Latino communities who live in flood prone areas.
4. Expand on outreach to “hot spot” flood prone areas by hosting on-site or virtual events.
5. Expand on reaching local homeowners associations (HOA)s and apartment associations  
*(i.e. Executive Council of Homeowners [ECHO])*
6. Expand on reaching residents in marginal and low-income communities through partnering with organizations that reach these communities. *(i.e. Second Harvest Food Bank and others)*
7. Communities could pursue FEMA Matching Funds Grants for severe Repetitive Loss Areas.
8. Review and expand other public information activities, such as Flood Protection Assistance (Activity 360) and Flood Insurance Promotion (Activity 370).
9. Develop a regionwide Flood Response Program messaging plan.

### **VIII. ANNUAL EVALUATION REPORTS**

The Santa Clara County Multi-Jurisdictional PPI Committee will meet at least once per year to evaluate the PPI and incorporate any needed revisions. This meeting will be coordinated through the ongoing CRS User’s Group meetings which are expected to occur at least twice a year. The evaluation will cover:

- Reviewing projects that were completed.
- Evaluation of progress toward outcomes.
- Recommendations on projects that have not been completed.
- Recommendations for new projects not previously identified.
- Target Audience changes; and
- Impact of the program during a real flood event if one has occurred.

A report will be prepared by Valley Water or through a sub-committee of the PPI Committee for submission with each CRS community’s annual CRS recertification package.

During Fiscal Years 2016-19 (Years 1-4), the 2015 PPI Committee met a minimum of twice a year to complete annual evaluation reports for each year. Each community that participated in

the 2015 PPI sent annual evaluation reports to their respective governing body and included the report as part of their annual recertification submittals.

In 2020, the Insurance Services Office (ISO) authorized the exemption of the 2015 PPI Year 5 Annual Evaluation Report, as the Multi-Jurisdictional PPI was scheduled to be updated for its five (5) year revision.

## **IX. FIVE-YEAR REVISIONS**

Every five (5) years, the Santa Clara County Multi-Jurisdictional PPI Committee will meet to review and revise the PPI. At that time, the PPI Committee can decide to draft a new document or an addendum to the existing document that updates the needs assessment and all sections that should be changed based on evaluations of the projects.

The PPI is reviewed for CRS credit according to the *FEMA NFIP CRS Coordinator's Manual (Edition 2017)* currently in effect, not the version used when the community originally requested this credit. The update can qualify as the annual evaluation report for the year it was prepared. The updated PPI must be adopted following the same process as the adoption of the original document.

## **X. ADOPTION OF THE PPI**

The Multi-Jurisdictional PPI will be considered fully adopted after it has been approved by the elected body of each of the participating communities. Each CRS community is encouraged to use Valley Water's Board Agenda Memo so that all the elected officials receive the same information. This saves staff time and resources.

When a community develops a PPI as outlined in the *FEMA NFIP CRS Coordinator's Manual (Edition 2017)*, the PPI must be adopted by the community, through either:

- A formal vote by the community's governing body, or
- A formal vote by another body that has the authority and can provide the funding to implement the PPI, such as a flood control district. If this option is used, the PPI document must still be provided to the community's governing body for informational purposes.

In April of 2015, nine (9) of the twelve (12) CRS communities' governing bodies adopted the original Santa Clara County Multi-Jurisdictional 2015 PPI (5-Year Plan).

## **XI. REFERENCES**

1. Federal Deposit Insurance Corporation (FDIC), Flood Disaster Protection Act of 1973, <https://www.fdic.gov/regulations/laws/rules/6000-2400.html>, December 1973.
2. Federal Emergency Management Agency (FEMA), Developing a Program for Public Information, [https://crsresources.org/files/300/developing\\_a\\_ppi\\_for\\_credit\\_under\\_the\\_crs.pdf](https://crsresources.org/files/300/developing_a_ppi_for_credit_under_the_crs.pdf), March 2013.
3. Federal Emergency Management Agency (FEMA), National Flood Insurance Program Community Rating System Coordinator's Manual, <https://crsresources.org/>, 2017.

4. Federal Emergency Management Agency (FEMA), Flood Zones, <https://www.fema.gov/glossary/flood-zones>, July 2020.
5. Flood Insurance Sheets by Occupancy and by Zone provided by ISO, CRS Technical Reviewer, Dave Arkens on November 15 and 18, 2020.
6. Shawnee County, Kansas, Definitions of FEMA Flood Zone Designations, <https://snmapmod.snco.us/fmm/document/fema-flood-zone-definitions.pdf>.
7. Snohomish County Public Works Surface Water Management, Washington, Snohomish, City of Monroe, City of Sultan: Multi-Jurisdictional Program for Public Information, January 2013.
8. State of California et al, California's Flood Future: Recommendations for Managing the State's Flood Risks, November 2013.
9. US Census Bureau: Population Estimates, <https://www.census.gov/quickfacts/fact/table>, (V2019), July 1, 2019.
10. Town of Surfside Beach, South Carolina PPI, [https://crsresources.org/files/300/surfside\\_beach\\_example\\_ppi.pdf](https://crsresources.org/files/300/surfside_beach_example_ppi.pdf), November 2014.

## APPENDIX B

### Additional Non-Credited CRS Outreach Projects for Activity 330 by Community

*Please Note: Some of the below-identified Outreach Projects may be creditable under other CRS activities/element, such as Activity 350, c). Flood protection website (WEB)*

CRS Community	Outreach Projects
County of Santa Clara	<p>The County’s website includes a “Santa Clara County Storm and Flood Information and Resources” webpage available for all residents in the county. The storm and flood information page redirects residents to Valley Water’s Flood Ready webpage and <a href="http://www.floodsmart.gov">www.floodsmart.gov</a> as useful resources: <a href="https://www.sccgov.org/sites/opa/Pages/storm.aspx">https://www.sccgov.org/sites/opa/Pages/storm.aspx</a>.</p> <p>Santa Clara County has a Consumer Protection Division’s website that also includes a “Flood Safety Information” page. The site redirects residents to Valley Water’s Access Valley Water customer portal for reporting debris in creeks: <a href="https://cpd.sccgov.org/flood-safety-information">https://cpd.sccgov.org/flood-safety-information</a>.</p>
City of Cupertino	<p>City staff promotes the use of “Property Information” whenever possible. FIRM information is searchable by property address and easily viewed through the city’s “Property Information” web mapping application, an interactive map that allows public users to view data for any property in Cupertino. Interested community members can access Property Information from the city’s main webpage and immediately find out what flood zone and panel number their property is located in.</p>
City of Gilroy	<p>The city’s floodplain management regulations comply with Title 44 of the Code of Federal Regulations that regulates development within the city’s floodplains and meet state and federal minimum standards.</p> <p>Gilroy has a comprehensive Community Emergency Response Team (CERT) program that educates residents about disaster preparedness for the hazards, including flooding, that may impact their area and trains them in basic disaster response skills, such as fire safety, light search and rescue, team organization, and disaster medical operations. CERT offers a consistent, nationwide approach to volunteer training and organization that professional responders can rely on during disaster situations, which allows them to focus on more complex tasks. Through CERT, the capabilities to prepare for, respond to and recover from disasters are built and enhanced.</p> <p>CERT volunteers are trained to respond safely, responsibly, and effectively to emergency situations, but they can also support their communities during non-emergency events as well.</p>
City of Los Altos	<p>City Council adopts a Proclamation California Flood Preparedness Week.</p> <p>At the beginning of the flood season, the city’s Public Information Officer does social media on various platforms (e.g., City Manager community email, Facebook, Nextdoor, Twitter, etc.).</p> <p>The city’s Public Works Department hosts a ‘Flood Zone Information’ webpage on its website: <a href="https://www.losaltosca.gov/publicworks/page/flood-zone-information">https://www.losaltosca.gov/publicworks/page/flood-zone-information</a>. This page contains information on:</p> <ul style="list-style-type: none"> <li>• Creeks that run through Los Altos: Adobe Creek, Hale Creek, Permanente Creek, and Stevens Creek and the by-pass near Blach School, which carries overflow</li> </ul>

	<p>from Permanente Creek to Stevens Creek. All these creeks may subject property to flooding during periods of heavy storms.</p> <ul style="list-style-type: none"> <li>• Information for Insurance (redirects to FEMA’s NFIP, <a href="http://www.floodsmart.gov">www.floodsmart.gov</a>)</li> <li>• Flood zone information</li> <li>• Link to Valley Water’s Flood Protection, Flood Ready resource page and news blogs for various flood-related articles.</li> <li>• Link to Valley Water’s Sign-up for Emergency Alerts (Alert SCC, ReadySCC and American Red Cross Flood App)</li> <li>• FEMA NFIP</li> <li>• FEMA National Flood Hazard Mapping</li> <li>• FEMA Map Service Center</li> </ul> <p><i>Supporting Documents</i></p> <ul style="list-style-type: none"> <li>- Santa Clara Valley Water District: Contact Your Floodplain Manager</li> <li>- FEMA: Protecting Building Utilities from Flood Damage</li> <li>- FEMA: Protecting Structures Built on Fill</li> <li>- FEMA: Reducing Damage from Localize Flooding</li> <li>- FEMA: Reducing Flood Risk to Residential Building that Cannot be Elevated</li> <li>- FEMA: Substantial Improvement, Substantial Damage Desk Reference</li> <li>- 2019 PPI Annual Evaluation Report (updated annually)</li> <li>- Mailer to Property Owners – Special Flood Hazard Areas (SFHA)</li> </ul>
City of Milpitas	<p>The city distributes a Winter Preparedness flyer that informs contractors that the winter season will arrive, and they need to winterize their project(s) site. Certain soil disturbance activities are not allowed during the rainy season.</p> <p>The city participates in the annual National River Clean-up (each May) and Coastal Clean-up Day (each September). They coordinate with Valley Water on both these clean-up efforts.</p> <p>Year-round, the City of Milpitas distribute at various events the FEMA flood-related publications, including “Myths and Facts about the NFIP” and “Q&amp;A NFIP Handbook” and the front counter area in a brochure rack.</p> <p>The City of Milpitas’ “Important Flood Hazard Information” webpage contains information on several of the PPI message topics. The webpage also redirects to Valley Water, FEMA, NOAA, <a href="http://www.floodsmart.gov">www.floodsmart.gov</a>, <a href="http://www.Ready.gov">www.Ready.gov</a>, and USGS webpages: <a href="https://www.ci.milpitas.ca.gov/milpitas/departments/engineering/flood-information/">https://www.ci.milpitas.ca.gov/milpitas/departments/engineering/flood-information/</a>.</p>
City of Morgan Hill	<p>Citywide weekly newsletter/e-mail blast (called Weekly 411) sent out to subscribers during the rainy season include messages about flood safety, emergency preparedness, emergency Apps: AlertSCC, ReadySCC, and the Red Cross Flood App, sandbags, and flood insurance.</p> <p>The city’s Floodplain Management webpage includes a link to Valley Water’s Flood Ready webpage ALERT System Real-Time Data, as well as a link to FEMA’s Flood Map Service Center: <a href="http://www.morgan-hill.ca.gov/748/Floodplain-Management">http://www.morgan-hill.ca.gov/748/Floodplain-Management</a>.</p> <p>The city participates in National River Cleanup Day and Coastal Cleanup Day. Morgan Hill Creek Cleanup is advertised in the City’s Recreation Activity Guide on the City’s website.</p> <p>Each September, the city declares September as “National Preparedness Month.” The city’s weekly newsletters/e-mail blasts during the month of September include information on how to be prepared throughout the month.</p>

	<p>The city's <u>Emergency Preparedness webpage</u> has a link to the Department of Homeland Security's <a href="http://www.Ready.gov">www.Ready.gov</a> website which contains a fillable family emergency communication plan: <a href="http://www.morgan-hill.ca.gov/133/Emergency-Preparedness">http://www.morgan-hill.ca.gov/133/Emergency-Preparedness</a>.</p> <p>During the rainy season, the city mails out an annual newsletter, "Ask Before You Buy: Know Your Flood Risk!" to local real estate agents which are provided to homebuyers to help determine the flood risk of the property being purchased.</p> <p>The city has links to Valley Water's "Permits for Working on Valley Water Land or Easement" on the City's Floodplain Management webpage. Valley Water's webpage includes a link to the Water Resources Protection Ordinance.</p> <p>The city and/or Valley Water hosts an informational table at the annual city festivals: Mushroom Mardi Gras (each May) and the Taste of Morgan Hill (each September). Flood readiness information is disseminated to the public.</p>
<p>City of Mountain View</p>	<p>The city's Public Works Department hosts a "<u>Flood Protection and Insurance Information</u>" <u>webpage</u> on its website: <a href="https://www.mountainview.gov/depts/pw/flood_protection.asp">https://www.mountainview.gov/depts/pw/flood_protection.asp</a>. Topics include:</p> <ul style="list-style-type: none"> <li>Upcoming Storm Season Information</li> <li>Flood Protection – Sand and sandbags available; how to fill a sandbag</li> <li>See Santa Clara Valley Water District's floodplain mailer</li> <li>Flood Safety Tips (redirects to Valley Water's Flood Ready webpage) <ul style="list-style-type: none"> <li>What to do before, during, and after a flood</li> </ul> </li> <li>Protection Information</li> <li>Flood Safety</li> <li>Flood Insurance</li> <li>Flood Map Information (redirects to <a href="http://www.floodsmart.gov">www.floodsmart.gov</a>)</li> <li>Flood Protection Tips</li> <li>Preparing for Winter Storm Season</li> <li>Remove Fallen Leaves</li> <li>Emergency Contact Numbers</li> <li>Obtain Sandbags When Necessary</li> <li>Report Flooding or Standing Water</li> <li>Report Downed Trees and Limbs</li> <li>Do Not Touch Downed Power Lines</li> <li>Prepare at Home – Emergency kits</li> <li>Contact numbers to report power outages or downed power lines</li> </ul> <p>Trash capture devices are installed in the storm drains of some of the city's high generation rate area and we partner with Valley Water on trash removal on the two creeks in the city.</p>
<p>City of Palo Alto</p>	<p>The City of Palo Alto's website, <u>Public Works "Creek Monitor" webpage</u> includes real-time creek monitoring on San Francisquito Creek, Matadero Creek, and Adobe Creek. This webpage redirects visitors to the San Francisquito Creek Joint Power Authority (JPA), Flood Early Warning System website. The information on this JPA website updates every 15 minutes: <a href="https://www.cityofpaloalto.org/gov/depts/pwd/creek_monitor/default.asp">https://www.cityofpaloalto.org/gov/depts/pwd/creek_monitor/default.asp</a></p> <p>Additionally, the "<u>Creek Monitor" webpage</u> redirects to the National Weather Service, Palo Alto forecast and radar pages; USGS San Francisquito Creek stream gauge; and the California Nevada River Forecast Center websites: <a href="https://www.cityofpaloalto.org/gov/depts/pwd/creek_monitor/default.asp">https://www.cityofpaloalto.org/gov/depts/pwd/creek_monitor/default.asp</a></p>

	<p>The City of Palo Alto's "Floodplain Management" webpage provides relevant FEMA information, including Flood Zone Lookup for all interested residents. This page directs visitors to FEMA Elevation Certificate Information; FEMA NFIP; FEMA Technical Bulletins for Construction in the SFHA; Letter of Map Amendment application materials; and City of Palo Alto Development Center, Permits and Applications:  <a href="https://www.cityofpaloalto.org/gov/depts/pwd/stormwater/floodzones.asp">https://www.cityofpaloalto.org/gov/depts/pwd/stormwater/floodzones.asp</a></p> <p>The City of Palo Alto's Office of Emergency Services, "Flood Information and Winter Storm Preparedness" webpage contains useful information for flood readiness:  <a href="https://www.cityofpaloalto.org/services/public_safety/flood_information_winter_storms/default.asp">https://www.cityofpaloalto.org/services/public_safety/flood_information_winter_storms/default.asp</a></p>
<p>City of San José</p>	<p>The city has a "Flood Emergency Notifications" webpage that includes the following topics: <a href="https://www.sanjoseca.gov/news-stories/news/emergency-notifications/flood-emergency-notifications">https://www.sanjoseca.gov/news-stories/news/emergency-notifications/flood-emergency-notifications</a></p> <ul style="list-style-type: none"> <li>- Emergency public information notifications and updates are provided.</li> <li>- The city's Incident Management Team, a branch of the Emergency Operations Center communicates with <a href="#">Valley Water</a> and the <a href="#">National Weather Service</a> to actively monitor the situation and is ready to respond if conditions change. The city informs residents of significant changes that may cause flooding and ongoing efforts (i.e., Flood Watch or Flood Warnings, creek levels, localized flooding, and downed tree branches).</li> <li>- City field crews respond to routine storm maintenance calls.</li> <li>- Crews from PG&amp;E respond to localized power outages; residents can find the latest information on <a href="#">outages</a> on the PG&amp;E website and their Safety Action Center for <a href="#">preparedness tips</a> and more.</li> <li>- Evacuation Center(s) will open if needed and location(s) will be listed on the city's social media accounts if an evacuation warning or order is issued.</li> <li>- Expected weather conditions are updated. Residents are advised to stay safe by taking the following precautions: <ul style="list-style-type: none"> <li>• Monitor the news and follow the City of San José on social media, <a href="#">Facebook</a>, <a href="#">Twitter</a> and <a href="#">Instagram</a> for regular updates</li> <li>• Be ready and tell neighbors to be ready to evacuate, if needed</li> <li>• Protect property with sandbags to route water away from structures</li> <li>• Raise furniture on the first floor to reduce damage if water threatens to enter home</li> <li>• Seniors or mobility impaired: Alert family or friends, so they are prepared to assist should conditions change</li> <li>• Pack a bag with important documents, medicines, spare clothes</li> <li>• Report blocked drains and other storm-related issues at 408-794-1900</li> <li>• When driving, turn your car around if you encounter water on the road that looks to be 6 inches or deeper—or if you can't tell how deep it is. Be especially cautious at night when it is harder to recognize flood danger.</li> </ul> </li> </ul>

	<ul style="list-style-type: none"> <li>- <b>Sandbag Locations</b> within the City of San José are listed. A complete list of sandbag locations can be viewed by visiting: <a href="https://www.valleywater.org/sandbags">https://www.valleywater.org/sandbags</a>.</li> <li>- <b>Sign up for Text and Email Alerts</b> - Residents are advised to opt in to AlertSCC, the Santa Clara County emergency alert system: <a href="http://bit.ly/2BzQxt0">http://bit.ly/2BzQxt0</a>. AlertSCC is a free, easy, and confidential way for anyone who lives or works in Santa Clara County to <a href="#">get emergency warnings</a> sent directly to their cell phone, email, or landline. In addition to AlertSCC, the ReadySCC emergency preparedness mobile app is available.</li> <li>- <b>Warming Center</b> – If needed, the City of San José may open warming centers to service the homeless. Additional information can be found on the "<a href="#">Cold Weather Tips for Older Adults</a>" or <a href="#">find a warming center in Santa Clara County</a>.</li> </ul> <p>The City of San José has established policies that govern development within north San José as related to flood hazard mitigation and impact avoidance. The objective of the city is to provide consistent policies throughout the area to allow increased development density, protect new structures from flooding, minimize potential increases in flood depths, and ensure consistency with FEMA requirements and the city’s floodplain management ordinance.</p> <p>The city’s Municipal Code, Part 5. 17.08.600 defines the Requirements for Special Flood Hazard Areas: <a href="https://www.sanjoseca.gov/home/showpublisheddocument?id=66695">https://www.sanjoseca.gov/home/showpublisheddocument?id=66695</a>.</p> <p>The city’s Public Works, Development Services “Flood and General Inquiry” webpage allows for members of the public to submit inquiries on flood-related issues and questions, including flood zones: <a href="https://www.sanjoseca.gov/your-government/departments-offices/public-works/development-services/flood-general-inquiry">https://www.sanjoseca.gov/your-government/departments-offices/public-works/development-services/flood-general-inquiry</a>.</p> <p>The city also posts on their webpage the following materials:</p> <ul style="list-style-type: none"> <li>• Valley Water’s brochure “List of Creeks that are Flood Prone”: <a href="https://www.sanjoseca.gov/home/showpublisheddocument?id=9371">https://www.sanjoseca.gov/home/showpublisheddocument?id=9371</a>;</li> <li>• Valley Water’s brochure “Prepare for Winter Storms ARE YOU FLOOD-READY”: <a href="https://www.sanjoseca.gov/home/showpublisheddocument?id=40707">https://www.sanjoseca.gov/home/showpublisheddocument?id=40707</a>.</li> <li>• The American Red Cross Emergency Preparedness Checklist: <a href="https://www.sanjoseca.gov/home/showpublisheddocument?id=49753">https://www.sanjoseca.gov/home/showpublisheddocument?id=49753</a>.</li> </ul>
City of Santa Clara	<p>The city has an Adopt-A-Spot Program that encourages and supports volunteers to organize clean-up events in the city. The Adopt-A-Spot Program is designed to enable community groups, businesses, churches, schools, and other organizations to play an active role in keeping public spaces clean and beautiful while allowing them to set their own schedule. Information on the program and how to Adopt-A-Spot is posted on the city website.</p> <p>The city organizes volunteers for the National River clean-up event each year and event results of trash collected is posted on the city website.</p> <p>The city has a funded program to install hundreds of new storm drain inlet inserts every year.</p> <p>The city promotes ALERTSCC and ReadySCC on social media and during CERT training courses.</p>

	<p>The city hosts workshops to promote developing family emergency plans and kits. The city publishes a comprehensive and easy to follow guide on putting together an emergency kit and family emergency plan, and it is available on the city website.</p> <p>The City of Santa Clara City Hall and library have a wealth of flood awareness material available for check out or free to take home. Materials include flood awareness coloring books for children, flood insurance information in English and Spanish for residents and businesses, technical information on protecting a building from flood and more.</p> <p>The city posts social media messages including topics on protecting people and property from flood hazard, such as shallow flood danger and proper usage of sandbags and sandbags availability.</p> <p>The city's Public Works Department has a flood protection webpage on the city's website: <a href="https://www.santaclaraca.gov/our-city/departments-g-z/public-works/engineering/flood-protection">https://www.santaclaraca.gov/our-city/departments-g-z/public-works/engineering/flood-protection</a>.</p>
City of Sunnyvale	<p>The city hosts a link on its Flood Protection page on how to prevent stormwater pollution: <a href="http://www.mywatershedwatch.org/">http://www.mywatershedwatch.org/</a>.</p> <p>City staff, through Environmental Services, hosted Coastal Clean-up in Sunnyvale.</p> <p>City staff provided preparedness training/information at Farmer's Market and instructed people to download emergency and flood apps to stay informed about the latest emergencies and flood updates. Additionally, city staff provides flood safety information and distributes emergency starter kits at the city's Annual State of the City address.</p> <p>The city's website promotes:</p> <p>Topics on city's '<b>Flood Protection</b>' webpage: <a href="https://sunnyvale.ca.gov/property/floodprotection/default.htm">https://sunnyvale.ca.gov/property/floodprotection/default.htm</a></p> <p>Prepare for Storms</p> <ul style="list-style-type: none"> <li>Develop Family Emergency Plan</li> <li>Sign up to receive public safety and weather alerts on your phone</li> <li>Keep gutters free from debris</li> <li>Pick-up free sandbags, available at the city's Corporation Yard</li> </ul> <p>Flood Tips and Resources</p> <ul style="list-style-type: none"> <li>Find out what to do before, during, and after a flood or storm</li> <li>Get emergency preparedness apps from the Red Cross</li> <li>Download the FEMA app for safety, weather, and shelter information</li> <li>If you see a blocked storm drain, call our 24-hour Sewer and Storm Drain Response Hotline</li> </ul> <p>Other Related Topics</p> <ul style="list-style-type: none"> <li>Report broken limbs or fallen tree</li> <li>Report illegal dumping in storm drains</li> <li>Learn how to prevent stormwater pollution</li> <li>Learn about local improvements to prevent flooding</li> </ul> <p>Topics on city's '<b>Emergency Preparedness</b>' webpage: <a href="https://sunnyvale.ca.gov/government/safety/emergency.htm">https://sunnyvale.ca.gov/government/safety/emergency.htm</a></p>

	<ul style="list-style-type: none"> <li>- AlertSCC</li> <li>- Follow SunnvaleDPS Twitter feed for local information during an emergency.</li> <li>- Radio 1680AM on your portable or car radio for local information during a disaster.</li> <li>- ReadySCC</li> <li>- Listos California preparedness class, offered by Sunnyvale Emergency Response Volunteers (SERV).</li> <li>- <a href="http://www.Ready.gov">www.Ready.gov</a></li> </ul> <p>The city's Public Safety Department's Office of Emergency Services provides training, support, and services to ensure the city is prepared to respond to and recover from the effects of major emergencies.</p>
Valley Water	<p>Flood Ready webpage: Flood &amp; Safety, Flood Protection Resources <a href="https://www.valleywater.org/floodready">https://www.valleywater.org/floodready</a> includes:</p> <p>Valley Water in Your Area tool on website homepage: <a href="https://www.valleywater.org/">https://www.valleywater.org/</a></p> <ul style="list-style-type: none"> <li>- Nine Things to Know to Be Flood Ready <a href="https://www.valleywater.org/news-events/news-releases/9-things-you-need-know-be-flood-ready">https://www.valleywater.org/news-events/news-releases/9-things-you-need-know-be-flood-ready</a></li> <li>- Sign Up for Emergency Alerts: AlertSCC and ReadySCC <a href="https://www.valleywater.org/floodready/sign-up-for-emergency-alerts">https://www.valleywater.org/floodready/sign-up-for-emergency-alerts</a></li> <li>- Sandbags Distribution Sites <a href="https://www.valleywater.org/sandbags">https://www.valleywater.org/sandbags</a></li> <li>- ALERT System Real-Time Data - Stream, reservoir, surface water and precipitation gauge data <a href="https://www.valleywater.org/your-water/alert-system-real-time-data">https://www.valleywater.org/your-water/alert-system-real-time-data</a></li> <li>- Flood Safety Advice: Before, During, and After a Flood <a href="https://www.valleywater.org/floodready/flood-safety-advice-during-after">https://www.valleywater.org/floodready/flood-safety-advice-during-after</a></li> <li>- Is Your Home in a Flood Zone? (re-directing to <a href="http://www.floodsmart.gov">www.floodsmart.gov</a> using <a href="https://msc.fema.gov/portal">https://msc.fema.gov/portal</a> <a href="https://www.valleywater.org/floodready/is-your-home-in-a-flood-zone">https://www.valleywater.org/floodready/is-your-home-in-a-flood-zone</a>)</li> <li>- Report creek blockages, local flooding <a href="https://www.valleywater.org/floodready/report-creek-blockages-local-flooding">https://www.valleywater.org/floodready/report-creek-blockages-local-flooding</a></li> <li>- Flood Insurance (re-directing to <a href="http://www.floodsmart.gov">www.floodsmart.gov</a>) <a href="https://www.valleywater.org/floodready/flood-insurance">https://www.valleywater.org/floodready/flood-insurance</a></li> <li>- Flood Reports - Since 1967, Valley Water staff have prepared reports following instances of severe flooding <a href="https://www.valleywater.org/floodready/flood-reports">https://www.valleywater.org/floodready/flood-reports</a></li> <li>- Stream Maintenance Program <a href="https://www.valleywater.org/flooding-safety/stream-maintenance-program">https://www.valleywater.org/flooding-safety/stream-maintenance-program</a></li> <li>- Dam Safety Program <a href="https://www.valleywater.org/flooding-safety/dam-safety-program">https://www.valleywater.org/flooding-safety/dam-safety-program</a></li> <li>- Climate Change <a href="https://www.valleywater.org/your-water/water-supply-planning/climate-change">https://www.valleywater.org/your-water/water-supply-planning/climate-change</a></li> <li>- Levee Safety <a href="https://www.valleywater.org/flooding-safety/levee-safety">https://www.valleywater.org/flooding-safety/levee-safety</a></li> <li>- HEC-2 and HEC-RAS data library <a href="https://www.valleywater.org/flooding-safety/hec-2-and-hec-ras-data-library">https://www.valleywater.org/flooding-safety/hec-2-and-hec-ras-data-library</a></li> <li>- Vertical Control Network <a href="https://www.valleywater.org/flooding-safety/vertical-control-network">https://www.valleywater.org/flooding-safety/vertical-control-network</a></li> <li>- Flood Emergency Action Plans <a href="https://www.valleywater.org/flooding-safety/flood-emergency-action-plans">https://www.valleywater.org/flooding-safety/flood-emergency-action-plans</a></li> <li>- Adopt a Creek Program <a href="https://www.valleywater.org/learning-center/adopt-a-creek">https://www.valleywater.org/learning-center/adopt-a-creek</a> <ul style="list-style-type: none"> <li>▪ Creekwise Mailer – Various communities distribute this mailer at events they host, including fairs.</li> </ul> </li> </ul>

[https://www.valleywater.org/sites/default/files/CreekWise%202018%20flyer\\_for\\_Web%20FINAL%20CORRECT.pdf](https://www.valleywater.org/sites/default/files/CreekWise%202018%20flyer_for_Web%20FINAL%20CORRECT.pdf)

- Creekside Property Program <https://www.valleywater.org/learning-center/healthy-creeks-and-ecosystems/creekside-property-program>
- National River Cleanup Day <https://www.valleywater.org/news-events/events/2019-national-river-cleanup-day>
- Coastal River Cleanup Day <https://www.valleywater.org/news-events/news-releases/volunteer-coastal-cleanup-day-sept-15>
- Safe, Clean Water and Natural Flood Protection Grants and Partnerships Program <https://www.valleywater.org/learning-center/safe-clean-water-and-natural-flood-protection-grants-partnerships-program>
- Let's Talk Water: Speakers Bureau Program <https://www.valleywater.org/learning-center/lets-talk-water-speakers-bureau>
- 

Flood Protection projects:

Safe, Clean Water, and Natural Flood Protection Program, Priority E: Flood Protection to Homes, Business, Schools, and Highways <https://www.valleywater.org/project-updates/safe-clean-water-and-natural-flood-protection-program/priority-e-provide-flood-protection-homes-businesses-schools-and-highways>

5-year Capital Improvement Plan (CIP), Chapter 3 – Flood Protection <https://www.valleywater.org/how-we-operate/five-year-capital-improvement-program>

Neighborhood Work Project Notices <https://www.valleywater.org/project-updates/in-your-neighborhood/neighborhood-work-notice>

Every month, staff check the Flood Ready webpage on Valley Water's website to ensure that it is operational and ensure the content is up to date.

Valley Water Flood Watch map-based tool on the website: <https://gis.valleywater.org/SCVWDFloodWatch/>

Monitor reservoir, stream, rainfall levels with the ALERT Gauge System Real-Time Data on the website: <http://alert.valleywater.org/>

Valley Water in Your Area tool on website homepage: <https://www.valleywater.org/>

Every year before winter, Valley Water Operations & Maintenance crews prepare waterways to help carry floodwaters safely by conducting inspections and maintenance of creeks. Crews remove vegetation and sediment to improve the flow of water. During the rainy season, crews go out during and after storms to clear creeks that we manage of debris and fallen trees that can cause blockage and result in flooding.

Valley Water sends thousands of flyers, **Project Notices** (previously Neighborhood Work Notices) each year to residents and businesses located near a capital or maintenance project site throughout the county. The notices are posted on Valley Water's website, under the Project Updates webpage. Valley Water is dedicated to keeping residents and businesses informed and safe through its flood protection programs and project. These flyers contain a message to discourage illegal dumping in creeks and advertise a pollution reporting hotline.

Valley Water's **Sandbag Guidelines** for Homeowners brochures are distributed at various safety events and fairs throughout the county and are available in multiple language. The

brochures are made available to all cities and the county to distribute. Various sandbag sites are managed by Valley Water and are open from late November through April each season. Certain sites are stocked with filled sandbags, when available, during that period. Additional sites are stocked with sand and empty bags for self-filling. A Sandbag Distribution Sites map is distributed at events/fairs and the map is posted on Valley Water's webpage. The map also includes information on several other sandbag stations managed by various cities within Santa Clara County. "How to Properly Fill a Sandbag" and "How to Protect Your Home with Sandbag" videos are also posted on Valley Water's website.

Valley Water and Santa Clara County cities/county promote the county's **AlertSCC and ReadySCC (Ready Santa Clara County) emergency app and the American Red Cross flood app**. Communities encourage the public to download either/or both apps so that they are prepared and are kept informed before, during and after an event. This information is shared with the public at events/fairs and is included in several of Valley Water's flyers/mailers.

Beginning in approximately June of each year, Valley Water participates in the **California Department of Water Resources'** statewide agency coordination calls, leading up to California Flood Preparedness Week (CFPW) held in October annually. Valley Water encourages Santa Clara County cities/county to participate in the State's CFPW campaign and offer support to the cities/county to promote participation. Each October, Valley Water also executes a resolution declaring the designated week in October as CFPW in Santa Clara County.

Valley Water also maintains a **Flooding & Safety, Flood Protection Resources webpage** on their website: <https://www.valleywater.org/floodready>. As the flood protection authority for Santa Clara County, flood protection is one of Valley Water's priorities. This resourceful flood protection webpage provides a wealth of information to the residents and businesses Valley Water serves. Information is provided to the public on flood preparedness, including how to keep their family, property, and business flood safe.

Valley Water's **Education Outreach Program** reaches close to 19,000 students a year throughout the county. The program offers age-appropriate curriculum on flood preparedness either in a classroom setting or virtual events where students receive information on how to prepare for a flood event.

**APPENDIX C**  
**Past Members of the Santa Clara County 2015 PPI Committee**

<b>Community</b>	<b>Local Government Representative and Alternates</b>	<b>External Stakeholders</b>
County of Santa Clara	<b>Chris Freitas</b>	<b>Trish Mulvey</b> , CLEAN South Bay
Cupertino	<b>Chad Mosley</b> , Senior Engineer <b>Winnie Pagan</b> , Associate Civil Engineer Public Works Department	<b>Julia Kinst</b> , Neighborhood Block Leader
Gilroy	<b>Claudia Moran-Garcia</b> , Civil Engineer I Public Works Department <b>Maria Angeles</b> , City Development Engineer, CFM	<b>Mark Turner</b> , Chamber of Commerce
Los Altos	<b>Aida Fairman</b> , PE Associate Civil Engineer <b>Kathleen Gallagher</b> , CSG Consultants, Inc. <b>Frank Navarro</b> , CSG Consultants, Inc.	<b>Brandi Garcia</b> , PG&E <b>Pam Perdue</b> , PG&E
Milpitas	<b>Ahmed Aly</b> , Principal Civil Engineer, CFM Engineering Land Development Section <b>Babak Kaderi</b> , Assistant Civil Engineer Engineering Land Development Section	<b>Donna Chiaramonte</b> , State Farm
Morgan Hill	<b>Charlie Ha</b> , Associate Engineer Public Works Department	<b>Sanjar Chakamian</b> , Morgan Hill Downtown
Mountain View	<b>Renee Gunn</b> , Associate Civil Engineer, CFM <b>Jacqueline Andrews Solomon</b> , Assistant Public Works Director/City Engineer, CFM	<b>Lydia Kou</b> , Real Estate Agent Erin McKeown, Google
Palo Alto	<b>Rajeev Hada</b> , Project Engineer, CFM Public Works Department, Engineering Services Division	<b>Dan Melick</b> , CERT Volunteer
San José	<b>Arlene Lew</b> , Floodplain Manager, CFM Department of Public Works	<b>Erik Fong</b> , Willow Glen Neighborhood Association Linda Baker, Alain Pinel Realtor
Santa Clara	<b>Van Truong</b> <b>Falguni Amin</b> , Acting Principal Engineer Public Works - Engineering	<b>Kevin Moore</b> , retired City Council member
Sunnyvale	<b>Jennifer Ng</b> , Senior Civil Engineer Public Works	<b>Kerry Haywood</b> , Moffett Park Business Group
Valley Water	<b>Pat Showalter</b> , Sr. Project Manager <b>Ricardo Barajas</b> , Public Information Rep. II <b>Merna Leal</b> , Project Coordinator	<b>Naomi Pease</b> , American Red Cross



**Appendix A**  
 CRS Creditable Outreach and Flood Response Projects by CRS Community  
 Santa Clara County Multi-Jurisdictional PPI 2021

Audience	<sup>1</sup> Message	Outcome	Project(s) Proposed to Support the Messages (XX denotes Community acronym, and Outreach Project #)	Assignment	<sup>2</sup> Schedule	<sup>3</sup> Stakeholder
		<p>Increase in 'hits' on Valley Water and communities Flood Protection Resources webpage</p> <hr/> <p><i>These website projects are credited under Activity 350 – Flood Protection Information, element c). Flood protection website (WEB), not credited under Activity 330</i></p> <p><i>Note: To receive any WEB credit, the community's website must meet the following criteria:</i></p> <p><i>The community must check the website's links at least monthly, and fix those that are no longer accurate. At least annually, the community must review the content to ensure that it is still current and pertinent</i></p>	<p>(ALL OP #16) All communities' website flood protection resources webpage includes language that contains the three additional PPI priority messages noted below:</p> <ol style="list-style-type: none"> <li>7. Develop an emergency plan</li> <li>8. Download disaster apps</li> <li>9. Understand shallow flooding risks—don't drive through standing water</li> </ol>	All Santa Clara County Communities	Year Round	N/A
			<p>(SCC OP #17) Hosts a "Storm and Flood Information and Resources" webpage available for all residents in the county, includes re-directing to <a href="http://www.floodsmart.gov">www.floodsmart.gov</a> <a href="https://www.sccgov.org/sites/opa/Pages/storm.aspx">https://www.sccgov.org/sites/opa/Pages/storm.aspx</a></p>	Santa Clara County Office of Public Affairs	Year Round	N/A
			<p>(SCC OP #18) Hosts a "Flood Safety Information" webpage, includes re-directing to <a href="http://www.valleywater.org/floodready">www.valleywater.org/floodready</a> <a href="https://cpd.sccgov.org/flood-safety-information">https://cpd.sccgov.org/flood-safety-information</a></p>	Santa Clara County Consumer Protection Division	Year Round	N/A
			<p>(SCC OP #19) Hosts a "Be a Prepared Community Member" webpage that includes emergency preparedness information <a href="https://emergencymanagement.sccgov.org/be-prepared-community-member">https://emergencymanagement.sccgov.org/be-prepared-community-member</a></p>	Santa Clara County Office of Emergency Management	Year Round	N/A
			<p>(SCC OP #20) Hosts a "People with Access and Functional Needs (AFN)" webpage <a href="https://emergencymanagement.sccgov.org/people-access-and-functional-needs-afn">https://emergencymanagement.sccgov.org/people-access-and-functional-needs-afn</a></p>	Santa Clara County Office of Emergency Management	Year Round	N/A
			<p>(CUP OP#21) Hosts a "Citizen Preparedness" webpage that includes emergency preparedness information, includes re-directing to Valley Water's <a href="http://www.valleywater.org/floodready">www.valleywater.org/floodready</a> webpage <a href="https://www.cupertino.org/residents/community-services-programs/emergency-services/citizen-preparedness">https://www.cupertino.org/residents/community-services-programs/emergency-services/citizen-preparedness</a></p>	City of Cupertino Office of Emergency Services	Year Round	N/A
			<p>(GIL OP #22) The city hosts an "Emergency Preparedness" webpage <a href="http://www.cityofgilroy.org">Emergency Preparedness   Gilroy, CA - Official Website (cityofgilroy.org)</a> (listed in Appendix B)</p>	City of Gilroy Fire Department	Year Round	N/A
			<p>(LA OP #23) The city's Public Works Department hosts a 'Flood Zone Information' webpage on its website (listed in Appendix B) <a href="https://www.losaltosca.gov/publicworks/page/flood-zone-information">https://www.losaltosca.gov/publicworks/page/flood-zone-information</a></p>	City of Los Altos Public Works Department	Year Round	N/A
			<p>(LAH OP #24) The town hosts a "Flood Information" webpage on the town's website. This webpage includes information on the PPI nine topics, including a supporting message. The webpage redirects to the following key resource websites: <a href="http://www.valleywater.org/floodready">www.valleywater.org/floodready</a>, <a href="http://www.floodsmart.org">www.floodsmart.org</a>, <a href="http://www.ready.gov">www.ready.gov</a>, and <a href="http://www.weather.gov">www.weather.gov</a></p>	Town of Los Altos Hills	Year Round	N/A
			<p>(LG OP #25) The town's website encourages residents and businesses to purchase flood insurance and redirects visitors to <a href="http://www.floodsmart.gov">www.floodsmart.gov</a></p>	Town of Los Gatos	Year Round	N/A
			<p>(MIL OP #26) The city's website has a "Flood Information" webpage that contains information on several of the PPI message topics; the webpage also redirects to Valley Water, FEMA, NOAA, <a href="http://www.floodsmart.gov">www.floodsmart.gov</a>, <a href="http://www.Ready.gov">www.Ready.gov</a>, and USGS webpages</p> <p>The city's website also has a "Important Flood Hazard Information" webpage that contains information on several of the PPI message topics; the webpage also redirects to Valley Water, FEMA, NOAA, <a href="http://www.floodsmart.gov">www.floodsmart.gov</a> (listed in Appendix B) <a href="https://www.ci.milpitas.ca.gov/milpitas/departments/engineering/flood-information/">https://www.ci.milpitas.ca.gov/milpitas/departments/engineering/flood-information/</a></p>	City of Milpitas Engineering Department	Year Round	N/A

**Appendix A**  
 CRS Creditable Outreach and Flood Response Projects by CRS Community  
 Santa Clara County Multi-Jurisdictional PPI 2021

Audience	<sup>1</sup> Message	Outcome	Project(s) Proposed to Support the Messages (XX denotes Community acronym, and Outreach Project #)	Assignment	<sup>2</sup> Schedule	<sup>3</sup> Stakeholder
			(MH OP #27) The city's website has a "Flood Information, Floodplain Management" webpage that contains city's flooding information which redirects to their Floodplain Management page and includes a link to the city's annual "Flood Report." The webpage redirects Valley Water's flood ready webpage and also contains FEMA flood information <a href="http://www.morgan-hill.ca.gov/747/Flood-Information">http://www.morgan-hill.ca.gov/747/Flood-Information</a> <a href="http://www.morgan-hill.ca.gov/747/Flood-Information">Floodplain Management   City of Morgan Hill, CA - Official Website</a>	City of Morgan Hill Engineering Land Development	Year Round	N/A
			(MH OP #28) The city's website has a "Emergency Preparedness" webpage (listed in Appendix B) <a href="http://www.morgan-hill.ca.gov/133/Emergency-Preparedness">http://www.morgan-hill.ca.gov/133/Emergency-Preparedness</a>	City of Morgan Hill Police Department	Year Round	N/A
			(MV OP #29) Hosts a "Flood Protection and Insurance Information" webpage on its website (listed in Appendix B) <a href="http://www.mountainview.gov/depts/pw/flood_protection.asp">www.mountainview.gov/depts/pw/flood_protection.asp</a>	City of Mountain View Public Works Department	Year Round	N/A
			(PA OP #30) Hosts a "Floodplain Management" webpage (listed in Appendix B) <a href="https://www.cityofpaloalto.org/gov/depts/pwd/stormwater/floodzones.asp">https://www.cityofpaloalto.org/gov/depts/pwd/stormwater/floodzones.asp</a>	City of Palo Alto Public Works Department	Year Round	N/A
			(PA OP #31) Hosts a "Flood Safety Tips" webpage <a href="http://www.cityofpaloalto.org/storms;flood_safe_11-16.cdr">www.cityofpaloalto.org/storms;flood_safe_11-16.cdr</a> (cityofpaloalto.org)	City of Palo Alto Public Works Department	Year Round	N/A
			(PA OP #32) Hosts a "Creek Monitor" webpage (listed in Appendix B) <a href="https://www.cityofpaloalto.org/gov/depts/pwd/creek_monitor/default.asp">https://www.cityofpaloalto.org/gov/depts/pwd/creek_monitor/default.asp</a>	City of Palo Alto Public Works Department	Year Round	N/A
			(PA OP #33) Hosts a "Flood Information and Winter Storm Preparedness" webpage which contains useful information for flood readiness (listed in Appendix B) <a href="https://www.cityofpaloalto.org/services/public_safety/flood_information_winter_storms/default.asp">https://www.cityofpaloalto.org/services/public_safety/flood_information_winter_storms/default.asp</a>	City of Palo Alto Office of Emergency Services	Year Round	N/A
			(SJ OP #34) The city's webpages includes a "Flood Hazard Zones" webpage which includes information of flood preparedness <a href="https://www.sanjoseca.gov/your-government/departments/public-works/development-services/floodplain-management">https://www.sanjoseca.gov/your-government/departments/public-works/development-services/floodplain-management</a>	City of San Jose Public Works, Development Services	Year Round	N/A
			(SC OP #35) The city's "Flood Protection Information" webpage contains valuable information on flood related topics <a href="https://www.santaclaraca.gov/our-city/departments-gz/public-works/engineering/flood-protection">https://www.santaclaraca.gov/our-city/departments-gz/public-works/engineering/flood-protection</a> (also listed in Appendix B)	City of Santa Clara	Year Round	N/A
			(SAR OP #36) The city's website encourages residents/businesses to purchase flood insurance and redirects visitors to <a href="http://www.floodsmart.gov">www.floodsmart.gov</a>	City of Saratoga	Year Round	N/A
			(SAR OP #37) The city has a "Staying Safe, Winter Storms" webpage. They have also linked the city's Winter Storms webpage to Valley Water's Flood Ready webpage <a href="https://www.saratoga.ca.us/218/Winter-Storms">https://www.saratoga.ca.us/218/Winter-Storms</a>	City of Saratoga	Year Round	N/A
			(SUN OP #38) The city has a "Flood Protection" webpage <a href="http://www.sunnvale.ca.gov/218/Flood-Protection">Sunnvale, CA - Flood Protection</a> (listed in Appendix B)	City of Sunnyvale	Year Round	N/A
	Topics 1-9 and supporting messages  Flood Awareness Media Campaign, including social media	Educate our community on flood protection and preparedness measures	(VW OP #39) Conducts a flood awareness media campaign, reaching the community at large, including our multi-lingual community. Many of the Santa Clara County CRS Communities recognize Valley Water's Flood Awareness Campaign and link it on their community's flood information webpage and re-direct to Valley Water's Flood Ready webpage (Topics 1-9)  <i>Campaign features social media videos and postings on various platforms (i.e. Facebook, Twitter, Instagram, Nextdoor, etc.), digital banners, newspaper advertorials, radio ads, billboards, utility bill inserts for communities to use, communities re-direct to <a href="http://ValleyWater.org/FloodReady">ValleyWater.org/FloodReady</a> and television/mobile ads targeting residents who live in flood-prone areas and multilingual ethnic communities</i>	Valley Water Communications	Annually, for the duration of the rainy season, typically from November to April	All Santa Clara County CRS Communities
			(VW OP #40) As part of the flood awareness campaign, a "Get Flood Ready, Social Media and Web Resources Guide" is provided to all cities/county in Santa Clara County for their use as part of their outreach efforts	Valley Water	Upon the completion of the annual FPM	All Santa Clara County CRS Communities

**Appendix A**  
 CRS Creditable Outreach and Flood Response Projects by CRS Community  
 Santa Clara County Multi-Jurisdictional PPI 2021

Audience	<sup>1</sup> Message	Outcome	Project(s) Proposed to Support the Messages (XX denotes Community acronym, and Outreach Project #)	Assignment	<sup>2</sup> Schedule	<sup>3</sup> Stakeholder
			(SCC OP #41) Shares Valley Water’s digital social media resource links during the flood season. The “Floods Follow Fires. Are you Ready?” and “Got Sandbags” messages redirect to Valley Water’s website. Messages are used on social media, short form newsletter, short form email, web, and Nextdoor	Santa Clara County Office of Emergency Management	Year Round	N/A
			(CUP OP #42) Recognizes the robust social media campaign led by Valley Water and has linked the city’s main flood preparation webpage to Valley Water’s Flood Ready webpage	City of Cupertino	Year Round	N/A
			(GIL OP #43) The city recognizes Valley Water’s Flood Awareness Campaign and has linked the city’s main flood webpage to Valley Water’s Flood Ready webpage	City of Gilroy	Year Round	N/A
			(LAH OP #44) The town recognizes Valley Water’s Flood Awareness Campaign and has linked the town’s main flood webpage to Valley Water’s Flood Ready webpage	Town of Los Altos Hills	Year Round	N/A
			(LG OP #45) Recognizes Valley Water’s Flood Awareness Campaign and has linked the Town’s main flood webpage to Valley Water’s Flood Ready webpage	Town of Los Gatos	Year Round	N/A
			(MV OP #46) The city does a social media notification about storm preparation for winter storms ahead of time. The notification directs residents to their “Flood Protection and Insurance Information” webpage. The city has also linked the city’s webpage to Valley Water’s Flood Ready webpage	City of Mountain View	Year Round	N/A
			(SC FRP #47) City publishes social media posts, on Facebook, Twitter, and other platforms, focused on safety  The city has prepared a pre-flood plan (FRP) for public information projects that will be implemented before, during, and after a storm/flood, as well as identifying who is responsible for posting these messages, what type of events they apply to, what social media platforms to post to and how often	City of Santa Clara Office of Emergency Services	During the storm season	N/A
			(SJ OP #48) Recognizes Valley Water’s Flood Awareness Campaign and has linked the city’s main flood webpage to Valley Water’s Flood Ready webpage. Keeps Valley Water’s floodplain mailer static location at City Hall for residents to pick-up and is also distributed at various events throughout the year	City of San Jose	Year Round	N/A
			(SAR OP #49) Recognizes Valley Water’s Flood Awareness Campaign and has linked the city’s main flood webpage to Valley Water’s Flood Ready webpage	City of Saratoga	Year Round	N/A
			(SAR OP #50) The city does a social media notification about storm preparation for winter storms ahead of time	City of Saratoga	Year Round	N/A
			(SUN OP #51) The city actively posts flood safety and preparedness messaging through social media platforms (i.e. Facebook and Twitter)	City of Sunnyvale Environmental Services	During the rainy season (October – March)	N/A
	Topics 1-9 and supporting messages	Educate our community on flood protection and preparedness measures	(VW OP #52) Copies of Valley Water’s multi-language floodplain mailer are made available to all Santa Clara County CRS Communities to disseminate at various events, including keeping the mailer static in lobby areas for visitors to pick-up. Valley Water attends various communities’ events/fairs throughout the county and disseminates flood readiness materials, including various FEMA flood-related publications and Valley Water flood ready materials (Topics 1– 9)	Valley Water	Annually, September - May	All Santa Clara County CRS Communities
	Community Events – Distribute flood preparedness materials to the community	Increase in “hits” on Valley Water and cities Flood Protection Resources pages and improve Valley Water’s Flood Campaign results  Residents less stress during emergencies and better prepared before a flood event	(CUP OP #53) Distributes flood readiness outreach materials at various events/ facilities	City of Cupertino	Year Round, as needed	N/A
			(GIL OP #54) Participates in two fair/events: Gilroy Garlic Festival (GF) and city’s Public Works Week Community Open House (PWWCOH)	City of Gilroy	End of July (GF)  Typically, in May (PWWCOH)	N/A

**Appendix A**  
 CRS Creditable Outreach and Flood Response Projects by CRS Community  
 Santa Clara County Multi-Jurisdictional PPI 2021

Audience	<sup>1</sup> Message	Outcome	Project(s) Proposed to Support the Messages (XX denotes Community acronym, and Outreach Project #)	Assignment	<sup>2</sup> Schedule	<sup>3</sup> Stakeholder
			(LAH OP #55) Hosts two events - Earth Day (ED) and the Town Picnic (TP)	Town of Los Altos Hills	Annually, Spring (ED) and late Summer (TP)	N/A
			(MIL OP #56) Distributes FEMA flood-related publications at various events	City of Milpitas	Year Round	N/A
			(MV OP #57) The city participates Mountain View Art & Wine Festival (MVA&WF) and Thursday Night Live (TNL) and distributes flood preparedness information	City of Mountain View	Each September (MVA&WF) Months of June/July (TNL)	Valley Water
			(PA OP #58) Staff hosts a flood readiness table at city's annual Earth Day (ED) event and at the city Municipal Corporation Open House (MCOH). Upon request, the city also participates in other fairs and promotes flood readiness, including Creekwise mailer/brochure	City of Palo Alto	Each April (ED) and July (MCOH)	Can vary depending on requests made to City to support fairs
			(SJ OP #59) Staff hosts and participates in the 'Building Permits and Home Safety Open House.' The city's also hosts 'Pumpkins in the Park' event which Valley Water staff participates in and promotes flood preparedness	City of San Jose	Each May and October	Valley Water
			(SC OP #60) City hosts a flood readiness table at the Art & Wine Festival. Valley Water also sponsors a table at the festival promoting flood preparedness and distributes various flood readiness materials to the community	City of Santa Clara	Each September	N/A
	<u>Topic 3:</u> Protect people from the flood hazard Message 3A - Put your 3-day emergency kit together Message 3B - Follow evacuation orders Message 3C - Learn the best route to high ground	Less damage due to the floods; improve sandbag distribution  Fewer accidents and rescues	(SUN OP #61) City has permanent "Road May Flood" street signs in areas of the City prone to flooding and promotes the "Flood Zone Look Up" featured on the city's website	City of Sunnyvale	Year Round	N/A
	<u>Topic 9:</u> Understand shallow flooding risks – don't drive through standing water Message 9A - Understand shallow flooding risks - don't drive through standing water FEMA's message: "Turn Around Don't Drown®."					
	<u>Topic 4:</u> Protect your property from the flood hazard Message 4A - Protect your property from the flood hazard Message 4B - Prepare your home Message 4C - Sandbags can offer protection against a foot or less of floodwater Message 4E - Get sandbags before a flood	Increase in inquires on retrofitting measures. Decrease the number of repairs and elevations without permits. Increase number of repairs with permits  Ensure people who are interested in protecting their property from flooding are getting the help they need	(CUP OP #62) The city offers Flood Protection Assistance, Property Protection Advice. Staff provides in-person flood risk consultation at the front counter and/or site visits when requested	City of Cupertino	Year Round	N/A
	<u>Topic 5:</u> Build responsibility Message 5A - Build responsibly in floodplains Message 5B - Comply with development requirements Message 5C - Check with your local floodplain manager before you build	Keep families safe	(MIL OP # 63) The city offers Flood Protection Assistance, Property Protection Advice and provides in-person flood risk consultation at the front counter	City of Milpitas	Year Round	N/A
			(SC OP #64) The city offers Flood Protection Assistance, Property Protection Advice	City of Santa Clara	Year Round	N/A
	<u>Topic 6:</u> Protect natural floodplain functions Message 6A -Keep creeks clean and flowing Message 6B - Keep debris and trash out of our streams Message 6C - Don't pollute, dump, or drain anything in creeks	Cleaner streams and fewer dumping violations  Fewer debris blockages during high-flow events  Drainage inspectors report fewer calls and decrease in the amount of trash removed	(VW OP #65) "Do Not Dump"/illegal dumping message is sent each year to all Santa Clara County residents in Valley Water's CWM and FPM	Valley Water Communications	Each late October or November (CWM)  Each November/December (FPM)	All Santa Clara County CRS Communities
			(VW OP #66) "Do Not Dump" signs placed by waterways/channels	Valley Water O&M	Year Round	N/A
			(VW OP #67) Lists Pollution Hotline number in all Project Notices	Valley Water Communications	Year Round	N/A

**Appendix A**  
 CRS Creditable Outreach and Flood Response Projects by CRS Community  
 Santa Clara County Multi-Jurisdictional PPI 2021

Audience	<sup>1</sup> Message	Outcome	Project(s) Proposed to Support the Messages (XX denotes Community acronym, and Outreach Project #)	Assignment	<sup>2</sup> Schedule	<sup>3</sup> Stakeholder
			(SCC OP #68) Storm Drain Stenciling/Medallion Program	Santa Clara County	Year Round	All Santa Clara County CRS Communities
			(SUN OP #69) The city's "Horizon" newsletter, includes Do Not Dump messaging	City of Sunnyvale	Annually, fall	N/A
			(ALL OP #70) Developments that are modifying or constructing new catch basins/storm drains/inlets are required, per the below-noted permits, to stencil the "No Dumping! Flows to Bay." In addition, some of these cities, require all bid documents for capital projects which are modifying or constructing new catch basins, require the contractors to install the same stencil. The program is also highlighted on cities' websites.  <ul style="list-style-type: none"> <li>▪ South County municipalities are subject to the statewide "Phase II" NPDES Permit</li> <li>▪ North County municipalities are subject to the SF Bay Municipal Regional Stormwater NPDES Permit</li> </ul>	All	Year Round	N/A
			(CUP OP #71) The city's annual flood notice in the local newsletter, 'The Cupertino Scene,' contains dumping is illegal messaging and how to report	City of Cupertino	Annually, October - November	N/A
			(CUP OP #72) Participates in clean-up events: the annual National River Clean-up Day (NRCD) and Coastal Clean-Up Day (CCD). They coordinate with Valley Water on both these clean-up efforts. The city also participates in Valley Water's Adopt-a-Creek Program	City of Cupertino	Each May (NRCD) and September (CCD)	Volunteers Valley Water Stream Stewardship
			(LAH OP #73) The town participates in annual clean-up events: National River Clean-up Day (each May) and Coastal Clean-up Day (each September) and coordinates volunteers. They coordinate with Valley Water on both these clean-up efforts. The town also participates in Valley Water's Adopt-a-Creek Program	Town of Los Altos Hills	Each May (NRCD) and September (CCD)	Volunteers Valley Water Stream Stewardship
			(MIL OP #74) "Flood Public Advisory" brochure contains dumping is illegal messaging and how to report	City of Milpitas	Each December or January	N/A
			(MIL OP #75) Participates in annual clean-up events: National River Clean-up Day (NRCD) and Coastal Clean-Up Day (CCD). They coordinate with Valley Water on both these clean-up efforts. The city also participates in Valley Water's Adopt-a-Creek Program	City of Milpitas	Each May (NRCD) and September (CCD)	Volunteers Valley Water Stream Stewardship
			(MH OP #76) "Flood Report" contains message on keeping debris and trash out of streams – Do Not Dump messaging	City of Morgan Hill	Annually, close to or during the start of the rainy season	N/A
			(PA OP #77) "Are You Ready for Winter Storms?" utilities insert contains the Do Not Dump and report illegal dumping messages	City of Palo Alto	Each fall	N/A
			(PA OP #78) Utility bill insert includes a 'Utility Announcement on Flood Safety Tips,' including Protect natural floodplains - keep rain gutters and drainage channels free of debris	City of Palo Alto	Annually, March-April	N/A
			(PA OP #79) Participates in annual clean-up events: National River Clean-up Day (NRCD) and Coastal Clean-Up Day (CCD). They coordinate with Valley Water on both these clean-up efforts. Additionally, the city participates in Valley Water's Adopt-a-Creek Program	City of Palo Alto	Each May (NRCD) and September (CCD)	Volunteers Valley Water Stream Stewardship
			(PA OP #80) Clean-ups of trash booms located in Matadero Creek and Adobe Creek are done annually on an as-needed basis. The city also assesses its hot spots and cleans up the local drainage system on an ongoing basis and part of its operations and maintenance	City of Pal Alto	Annually, as-needed	N/A
			(SUN OP #81) "Horizon" newsletter includes a "Know How to Be Flood Safe" article that promotes the Do Not Dump message	City of Sunnyvale	Each October, Fall Edition	N/A

**Appendix A**  
 CRS Creditable Outreach and Flood Response Projects by CRS Community  
 Santa Clara County Multi-Jurisdictional PPI 2021

Audience	<sup>1</sup> Message	Outcome	Project(s) Proposed to Support the Messages (XX denotes Community acronym, and Outreach Project #)	Assignment	<sup>2</sup> Schedule	<sup>3</sup> Stakeholder
<b>Residents and Businesses in the Special Flood Hazard Area (SFHA)</b>  – <i>Low Lying Areas, Along Rivers and Creeks</i>  – <i>Coastal Communities at Risk for Sea Level Rise/Tsunamis</i>  – <i>Repetitive Loss (RL) Areas</i>	<p><b>Topic 1:</b> Know your flood hazard            Message 1A - Know your flood risk            Message 1B - Contact your floodplain manager to find out if your property is in a floodplain            Message 1C - Check if your home or business is in a Special Flood Hazard Area</p> <p><b>Topic 2:</b> Insure your property for your flood hazard            Message 2A - Get flood insurance ahead of time            Message 2B - Insure your property            Message 2C - There is a 30-day waiting period for the policy to take place</p> <p><b>Topic 3:</b> Protect people from the flood hazard            Message 3A - Put your 3-day emergency kit together            Message 3B - Follow evacuation orders            Message 3C - Learn the best route to high ground</p> <p><b>Topic 4:</b> Protect your property from the flood hazard            Message 4A - Protect your property from the flood hazard            Message 4B - Prepare your home            Message 4C - Sandbags can offer protection against a foot or less of floodwater            Message 4E - Get sandbags before a flood</p> <p><b>Topic 5:</b> Build responsibility            Message 5A - Build responsibly in floodplains            Message 5B - Comply with development requirements            Message 5C - Check with your local floodplain manager before you build</p> <p><b>Topic 6:</b> Protect natural floodplain functions            Message 6A - Keep creeks clean and flowing            Message 6B - Keep debris and trash out of our streams            Message 6C - Don't pollute, dump, or drain anything in creeks</p> <p><b>Topic 7:</b> Develop a Family Emergency Plan            Message 7A: Develop an emergency plan</p> <p><b>Topic 8:</b> Download disaster Apps            Message 8A - Download disaster emergency apps</p> <p><b>Topic 9:</b> Understand shallow flooding risks – don't drive through standing water            Message 9A - Understand shallow flooding risks - don't drive through standing water            FEMA's message: "Turn Around Don't Drown®."</p>	<p>Residents/businesses in the SFHA are aware they're in the SFHA and prepare before floods</p> <p>Increase in number of flood insurance policies in the SFHAs and RLAs in the county in general</p> <p>Prospective buyers understand flood risks</p> <p>Increase number of elevation certificates on file, and structures repaired with permits; decrease the number of repetitive loss increase homes</p> <p>Increase in the number of flood insurance policies with contents coverage</p>	<p>(VW OP #82) Multi-language floodplain mailer (FPM) to all residents and businesses within the SFHA in Santa Clara County (Topics 1–9)</p> <p>(CUP OP #83) Flood notice in the local newsletter, The Cupertino Scene, which reaches residents and businesses in the SFHA (Topics 1-9)</p> <p>(LA OP #84) Letter, along with a "Are You Prepared for a Flood in Your Neighborhood?" brochure to property owners in the SFHA (Topics 1-8)</p> <p>(LAH OP #85) The town's "Our Town" quarterly newsletter includes information on flood preparedness. The newsletter is mailed out town-wide and is also available online on the town's website (Topics TBD during cycle visit)</p> <p>(MIL OP #86) "Flood Public Advisory" brochure to residents and businesses within SFHA (Topics 1-6)</p> <p>(MH OP #87) Sends a citywide "Flood Report" brochure, including to those in the SFHA (Topics 1-9)</p> <p>(MV OP #88) Sends "The View" citywide newsletter, Winter version, includes information on flood risk, flood safety, and the importance of buying flood insurance (Topics 1-9)</p> <p>(MV OP #89) Mails a utility bill insert to all resident and businesses that contains information on flood risk, flood safety, and the importance of buying flood insurance (Topics 9)</p> <p>(PA OP #90) Sends the "Are You Ready for Winter Storms?" flyer (aka utilities mailer) to all residents and businesses in the city, including to those in the SFHA, along with their utility bills (Topics 1-9)</p> <p>(PA OP #91) Sends out utility announcement, "Anytime it can rain, it can flood. Don't get caught off-guard" (Topics 1, 2,3, 4, 5, 6, 7, &amp; 9 – will pursue adding other topic)</p> <p>(SC OP #92) Mails out a citywide, including all addresses in the SFHA, newsletter for residents and businesses called "Inside Santa Clara" (Topics 1-9)</p> <p>(SUN OP #93) Sends two (2) mailers and one (1) "Horizon" newsletter article "Know How to Be Flood Safe" that promotes flood safety and flood preparedness messaging targeted to all residents and businesses within the SFHA (Topics 2 and 4)</p> <p>(SUN OP #94) Sends mailer to all those in the SFHA (Topics 1-4, and 7)</p>	<p>Valley Water</p> <p>City of Cupertino</p> <p>City of Los Altos</p> <p>Town of Los Altos Hills</p> <p>City of Milpitas</p> <p>City of Morgan Hill</p> <p>City of Mountain View</p> <p>City of Mountain View</p> <p>City of Palo Alto</p> <p>City of Palo Alto</p> <p>City of Santa Clara</p> <p>City of Sunnyvale</p> <p>City of Sunnyvale</p>	<p>Each November/December</p> <p>Each October or November issue</p> <p>Annually, each fall</p> <p>Each fall</p> <p>Each December or January</p> <p>Annually, close to or during the start of the rainy season</p> <p>Fall newsletter edition</p> <p>Between July - September</p> <p>Each fall</p> <p>Each March/April</p> <p>Each fall</p> <p>Each fall around October</p> <p>Each October</p>	<p>All</p> <p>N/A</p>
	<p><b>Topic 2:</b> Insure your property for your flood hazard            Message 2A - Get flood insurance ahead of time            Message 2B - Insure your property            Message 2C - There is a 30-day waiting period for the policy to take place</p>	<p>Increase in number of flood insurance policies in the SFHAs, RLAs, and in the county in general</p> <p>Prospective buyers understand flood risks</p> <p>Increase in the number of flood insurance policies with contents coverage</p>	<p>(SCC OP #95) Sends letters to the properties in the unincorporated section in the areas of the county's mapped repetitive loss areas</p> <p>(CUP OP #96) Continues to send a letter to former repetitive loss properties</p> <p>(MH OP #97) Sends a notice to repetitive loss (RL) areas as required by FEMA</p> <p>(PA OP #98) Sends letters to the properties in the city's mapped repetitive loss areas, highlighting flood safety tips</p>	<p>Santa Clara County</p> <p>City of Cupertino</p> <p>City of Morgan Hill</p> <p>City of Palo Alto</p>	<p>Annually, each fall</p> <p>Annually, mid-year</p> <p>Annually, each summer</p> <p>Annually, typically August - September</p>	<p>N/A</p> <p>N/A</p> <p>N/A</p> <p>N/A</p>

**Appendix A**  
 CRS Creditable Outreach and Flood Response Projects by CRS Community  
 Santa Clara County Multi-Jurisdictional PPI 2021

Audience	<sup>1</sup> Message	Outcome	Project(s) Proposed to Support the Messages (XX denotes Community acronym, and Outreach Project #)	Assignment	<sup>2</sup> Schedule	<sup>3</sup> Stakeholder
			(SJ OP #99) Sends letters to the properties in the city's mapped repetitive loss areas	City of San Jose	Annually, each typically between September - December	N/A
<b>Messengers to Other Target Audiences (Organizations &amp; Businesses Serving the Community)</b>	<u>Topic 1:</u> Know your flood hazard Message 1A - Know your flood risk Message 1B - Contact your floodplain manager to find out if your property is in a floodplain Message 1C - Check if your home or business is in a Special Flood Hazard Area	Educate our community on flood protection and preparedness measures by working and coordinating with groups who serve as messengers, to people who are at risk of flooding, as they provide their respective business service	(VW OP #100) Administers a "Let's Talk Water" Speakers Bureau Program that customizes presentations to update groups on specific issues provide updates on Valley Water projects, including flood protection projects and to educate residents on existing flood risks as well as provide resources and tips to be flood ready	Valley Water Communications Unit	On a project-specific basis or as requested	Could vary from year-to-year Kiwanis Rotary Clubs Homeowners and Neighborhood Associations Forum Groups Association of Realtors
	<u>Topic 2:</u> Insure your property for your flood hazard Message 2A - Get flood insurance ahead of time Message 2B - Insure your property Message 2C - There is a 30-day waiting period for the policy to take place		(VW OP #101) Participates in booth duty support at various events and fairs throughout the county, including Valley Water Capital project meetings or other events, as requested by various organizations	Valley Water Office of Government Relations	Annually. During the flood season (starting in September - May)	All Santa Clara County CRS Communities
	<u>Topic 3:</u> Protect people from the flood hazard Message 3A - Put your 3-day emergency kit together Message 3B - Follow evacuation orders Message 3C - Learn the best route to high ground		(VW OP #102) Partner with local Second Harvest Food Bank with distributing FEMA and Valley Water flood preparedness materials, including promotional item(s) as available	Valley Water CRS Program	In October (during CFPW)	Second Harvest Food Bank of Silicon Valley
	<u>Topic 4:</u> Protect your property from the flood hazard Message 4A - Protect your property from the flood hazard Message 4B - Prepare your home Message 4C - Sandbags can offer protection against a foot or less of floodwater Message 4E - Get sandbags before a flood		(ALL OP #103) Other New Initiatives (as noted in the PPI document)  1. Continue and expand the standardized flood message prepared for each community to include flood messages in utility bills each year, including PG&E. 2. Expand on partnerships with local chambers of commerce to disseminate and share flood preparedness information. 3. Expand on outreach to the Asian and Latino communities who live in flood prone areas. 4. Expand on outreach to "hot spot" flood prone areas by hosting on-site or virtual events. 5. Expand on reaching local homeowners associations (HOA)s and apartment associations (i.e. Executive Council of Homeowners [ECHO]) 6. Expand on reaching residents in marginal and low-income communities through partnering with organizations that reach these communities. (i.e. Second Harvest Food Bank and others)	All	TBD	TBD
	<u>Topic 5:</u> Build responsibility Message 5A - Build responsibly in floodplains Message 5B - Comply with development requirements Message 5C - Check with your local floodplain manager before you build		(CUP OP #104) The city provides a Winter Preparedness notification informing contractors that during the winter season, they need to winterize their project(s) site as certain soil disturbance activities are not allowed during the rainy season	City of Cupertino	On a project-specific basis	Various contractors
	<u>Topic 6:</u> Protect natural floodplain functions Message 6A -Keep creeks clean and flowing Message 6B - Keep debris and trash out of our streams Message 6C - Don't pollute, dump, or drain anything in creeks		(MIL OP#105) On a project-specific basis, the city provides contractors a Winter Preparedness notification that informs them that during the winter season, they need to winterize their project(s) site. Certain soil disturbance activities are not allowed during the rainy season	City of Milpitas	On a project-specific basis	Various contractors
	<u>Topic 7:</u> Develop a Family Emergency Plan Message 7A: Develop an emergency plan		(MH OP #106) The city mails out a newsletter, "Ask Before You Buy: Know Your Flood Risk!" to local real estate agents which are provided to homebuyers to help determine the flood risk of the property being purchased (listed in Appendix B)	City of Morgan Hill	During the rainy season	Real Estate Agencies/Agent
	<u>Topic 8:</u> Download disaster Apps Message 8A - Download disaster emergency apps		(PA OP #107) Sends out letters to real estate agencies informing them of their responsibility to identify flood hazard areas and to take advantage of the Flood Zone Lookup on the city's website  <i>These projects are credited under Activity 340 (DFH and REB) - Additional credit is provided if the PPI states that real estate agents should (or</i>	City of Palo Alto	Annually, beginning of flood season (September/October)	Real Estate Agencies/Agent

**Appendix A**

CRS Creditable Outreach and Flood Response Projects by CRS Community  
Santa Clara County Multi-Jurisdictional PPI 2021

Audience	<sup>1</sup> Message	Outcome	Project(s) Proposed to Support the Messages <small>(XX denotes Community acronym, and Outreach Project #)</small>	Assignment	<sup>2</sup> Schedule	<sup>3</sup> Stakeholder
		<i>have agreed to) advise house hunters about the flood hazard and that real estate agents give house hunters a REB brochure</i>	(SJ OP #108) Sends out letters to real estate and insurance agencies and lenders, informing them of their responsibility to identify flood hazard areas and to take advantage of the Flood Zone Lookup on the city's website on the "Flood Hazard Zones webpage and advises to contact the city for map reading services and elevation certificates on file  (SUN OP #109) Sends mailer/postcard targeted to real estate agents informing them of the client's responsibility for identification and purchase of flood insurance and the availability of the automatic 15% discount	City of San Jose  City of Sunnyvale	At the beginning of the flood season (September – December)  Each October	Real Estate Agencies/Agent  Real Estate Agencies/Agents

## Appendix D: Definitions of FEMA Flood Zone Designations

### Definitions of FEMA Flood Zone Designations

Flood zones are geographic areas that the FEMA has defined according to varying levels of flood risk. These zones are depicted on a community's Flood Insurance Rate Map (FIRM) or Flood Hazard Boundary Map. Each zone reflects the severity or type of flooding in the area.

#### Moderate to Low Risk Areas

In communities that participate in the NFIP, flood insurance is available to all property owners and renters in these zones:

ZONE	DESCRIPTION
<b>B and X (shaded)</b>	Area of moderate flood hazard, usually the area between the limits of the 100-year and 500-year floods. B Zones are also used to designate base floodplains of lesser hazards, such as areas protected by levees from 100-year flood, or shallow flooding areas with average depths of less than one foot or drainage areas less than 1 square mile.
<b>C and X (unshaded)</b>	Area of minimal flood hazard, usually depicted on FIRMs as above the 500-year flood level. Zone C may have ponding and local drainage problems that don't warrant a detailed study or designation as base floodplain. Zone X is the area determined to be outside the 500-year flood and protected by levee from 100-year flood.

#### High Risk Areas

In communities that participate in the NFIP, mandatory flood insurance purchase requirements apply to all of these zones:

ZONE	DESCRIPTION
<b>A</b>	Areas with a 1% annual chance of flooding and a 26% chance of flooding over the life of a 30-year mortgage. Because detailed analyses are not performed for such areas; no depths or base flood elevations are shown within these zones.
<b>AE</b>	The base floodplain where base flood elevations are provided. AE Zones are now used on new format FIRMs instead of A1-A30 Zones.
<b>A1-30</b>	These are known as numbered A Zones (e.g., A7 or A14). This is the base floodplain where the FIRM shows a BFE (old format).
<b>AH</b>	Areas with a 1% annual chance of shallow flooding, usually in the form of a pond, with an average depth ranging from 1 to 3 feet. These areas have a 26% chance of flooding over the life of a 30-year mortgage. Base flood elevations derived from detailed analyses are shown at selected intervals within these zones.
<b>AO</b>	River or stream flood hazard areas, and areas with a 1% or greater chance of shallow flooding each year, usually in the form of sheet flow, with an average depth ranging from 1 to 3 feet. These areas have a 26% chance of flooding over the life of a 30-year mortgage. Average flood depths derived from detailed analyses are shown within these zones.
<b>AR</b>	Areas with a temporarily increased flood risk due to the building or restoration of a flood control system (such as a levee or a dam). Mandatory flood insurance purchase requirements will apply, but rates will not exceed the rates for unnumbered A zones if the structure is built or restored in compliance with Zone AR floodplain management regulations.
<b>A99</b>	Areas with a 1% annual chance of flooding that will be protected by a Federal flood control system where construction has reached specified legal requirements. No depths or base flood elevations are shown within these zones.

## High Risk - Coastal Areas

In communities that participate in the NFIP, mandatory flood insurance purchase requirements apply to all of these zones.

<b>ZONE</b>	<b>DESCRIPTION</b>
<b>V</b>	Coastal areas with a 1% or greater chance of flooding and an additional hazard associated with storm waves. These areas have a 26% chance of flooding over the life of a 30-year mortgage. No base flood elevations are shown within these zones.
<b>VE, V1 - 30</b>	Coastal areas with a 1% or greater chance of flooding and an additional hazard associated with storm waves. These areas have a 26% chance of flooding over the life of a 30-year mortgage. Base flood elevations derived from detailed analyses are shown at selected intervals within these zones.

## Undetermined Risk Areas

<b>ZONE</b>	<b>DESCRIPTION</b>
<b>D</b>	Areas with possible but undetermined flood hazards. No flood hazard analysis has been conducted. Flood insurance rates are commensurate with the uncertainty of the flood risk.

From FEMA Map Service Center:

<http://msc.fema.gov/webapp/wcs/stores/servlet/info?storeId=10001&catalogId=10001&langId=-1&content=floodZones&title=FEMA%20Flood%20Zone%20Designations>



Agenda Report

21-629

Agenda Date: 7/6/2021

REPORT TO COUNCIL

SUBJECT

Action on the Appropriation of Asset Forfeiture Funds for FY 2021/22 and Related Budget Amendment

COUNCIL PILLAR

Deliver and Enhance High Quality Efficient Services and Infrastructure

BACKGROUND

Asset Forfeiture funds are obtained as a result of narcotic and other criminal investigations. Federal and State authorities allow the Police Department to share in the distribution of funds seized pursuant to judicial and/or administrative actions. The use of these monies is limited to funding law enforcement-related programs or purchases of equipment.

The City has the opportunity to enhance Police Department services by funding the following items, totaling \$182,500, with Asset Forfeiture monies. The Police Department has identified the following items, training, or improvements as being necessary to better serve the community by maintaining or improving our current level of service, enhancing our ability to apprehend criminal offenders, or by ensuring a higher degree of officer and employee safety.

DISCUSSION

The Police Department's Asset Forfeiture appropriation requests for equipment and other law enforcement uses and programs for FY 2021/22 are outlined as follows:

Proposed Item / Use	Amount	Description
Canine Program	\$35,000	<p>SCPD currently has five K-9's. Funds earmarked for equipment at end of life (e.g. training bite suit, K-9 collar and remote kits) as well as specialized training (e.g. Spectrum weekly cycles for handler and K-9, equipment for tracking and explosive detection).</p> <p>In addition, the canine program is seeking a grant for a therapy pet to live in the Police Building. If funded, asset forfeiture funds would be utilized for pet therapy training and dog supplies. Therapy pet to improve the psychological well-being of our employees (e.g. lower blood pressure and heart rate, reduce anxiety, increase levels of endorphins and oxytocin, etc.) and provide short and long-term comfort following a traumatic incident. Dog to be utilized at schools, festivals, community events, etc.</p>

<p>Communications Center</p>	<p>\$10,000</p>	<p>Public Safety Dispatchers work a 12-hour shift and are not able to leave the Communications Center due to the nature of their assignment. As a result, the Communications Center has a full kitchen, restroom facilities, outdoor patio and a quiet room. The quiet room serves as a peaceful haven for staff to decompress and recoup on break or retreat from the stress of a traumatic call. These resources <u>are in need of</u> some refreshing (e.g. paint, replace couch, storage shed, etc.) and the manager would like to add a massage chair for employee wellness.</p>
<p>Community Policing, Awards and Meetings</p>	<p>\$15,000</p>	<p>Funds utilized to support: 1) community policing initiatives (e.g. Chat with the Chief, Coffee with a Cop, Citizens' Police Academy, D.A.R.E. program, National Night Out, Talk and Tour, SCPD Open House, community meetings, etc.) which are hopeful to return over the coming fiscal year; 2) awards and recognition items (e.g. pins, patches, badges, challenge coins, 2019-2021 volunteer and staff awards to be presented in 2021, etc.); 3) expenses associated with Dispatcher and Records recognition weeks, and, 4) meeting supplies to support the Chief's Advisory Committee, including recognition items at the conclusion of their term</p>
<p>Conference and Training Funds</p>	<p>\$60,000</p>	<p>Of SCPD's 16-member management team, 1 has been in their current assignment longer than 2-years. This staff, and those participating in succession planning efforts, have not attended high-level management conference(s) <u>as a result of</u> the rotation to attend coupled by the pandemic/postponed opportunities. It is more important than ever that our leaders in critical positions participate in recognized programs offered by the International Association of Chiefs of Police Conference (IACP), California Peace Officers Association Conference (CPOA), Federal Bureau of Investigation (FBI), Municipal Management Association of Northern California (MMANC), National Emergency Number Association (NENA), etc.:</p>

	<p><i>FBI National Conference July 7-10, 2021 Orlando, Florida</i></p> <p><i>CPOA Executive Leadership Institute July 17-31, 2021 Claremont, California</i></p> <p><i>National Emergency Number Association July 24 – 29, 2021 Columbus, Ohio</i></p> <p><i>Crisis Intervention Specialist Conference August 16-18, 2021 Phoenix, AZ</i></p> <p><i>Women Leaders in Law Enforcement September 8-10, 2021 Anaheim, California</i></p> <p><i>Crime Prevention through Environmental Design September 13-17, 2021 Las Vegas, Nevada</i></p> <p><i>IACP September 11-14, 2021 New Orleans, Louisiana</i></p> <p><i>MMANC October 20-22, 2021 Monterey, California</i></p> <p><i>CPOA Forum October 27-31, 2021 San Diego, California</i></p> <p><i>Senior Management Institute for Police TBD Boston, Massachusetts</i></p> <p>These are recognized as some of the best training for sworn and civilian law enforcement managers in the world. Any remaining funds could be used for other recognized trainings and/or conferences specific to a <u>management team members</u> responsibilities</p>
--	--

Crisis Intervention Specialist	\$1,000	Less lethal equipment dedicated for CIS Team for use of force situations escalated by the subject
Detective Bureau	\$10,000	Transition Detectives from two small, low quality monitors to one, large HD monitors to view evidence (e.g. photos, video, etc.)
Evidence Related Technology	\$8,000	Technology and legislation changes force law enforcement to be adaptable. Funds to support the purchase of hardware, <u>software</u> and other equipment to maintain the ability to get data from smart phones, computers, disparate video systems, etc. when acting on a court authorized search warrant or other evidence exception.
Records Unit	\$1,000	Touch screen kiosk for residents without access to a computer and/or to perform basic functions (e.g. sex registrant paperwork, online police report, schedule appointments with staff, etc.) in the lobby with minimal or no contact with staff. In turn, items would be legible and could be submitted electronically.
Recruiting Materials	\$10,000	At the time of this report, SCPD has 38 vacancies. Over the coming year, the Professional Standards team will be attending multiple career fairs and distribute memorabilia <u>in order to</u> aggressively seek out qualified candidates
Special Response and Crisis Negotiation Teams	\$15,000	Replacement equipment (e.g., generator for SRT van, tools, breaching equipment, communication headsets, etc.) and enhancements (e.g., less lethal resources, etc.) to improve the ability for the teams to respond to rapidly evolving critical incidents
Traffic Unit	\$10,000	Replace preliminary alcohol screening devices and LIDAR equipment
Undercover Buy Fund	\$5,000	Funds used by undercover officers during criminal investigations to purchase drugs and contraband
Volunteer Program	\$2,500	The return of the volunteer program after a one-year hiatus will require training and more frequent meetings with refreshments. In addition, several long-term volunteers <u>are in need of</u> new apparel as they serve as representatives of the Department.
<b>TOTAL</b>	<b>\$182,500</b>	

All equitably shared asset forfeiture funds comply with the requirements in SB 443.

ENVIRONMENTAL REVIEW

The purchase of supplies 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 policy making or administrative activity that will not result in direct or indirect changes in the environment.

FISCAL IMPACT

Approval of this request will provide \$182,500 to support enforcement, other programs, and needs in the Police Department without using General Fund monies. There are sufficient funds in the Expendable Trust Fund to be transferred. The recommended budget amendment table below transfers these funds to the Police Operating Grant Trust Fund in order to complete the purchases recommended in this report.

Budget Amendment  
FY 2021/22

	Current	Increase / (Decrease)	Revised
Expendable Trust Fund			
<u>Fund Balance</u>			
Beginning Fund Balance	\$0	\$182,500	\$182,500
<u>Transfers To</u>			
Transfer to the Police Operating Grant Trust Fund	\$0	\$182,500	\$182,500
Police Operating Grant Trust Fund			
<u>Transfers From</u>			
Transfer From the Expendable Trust Fund	\$0	\$182,500	\$182,500
	Current	Increase / (Decrease)	Revised
<u>Expenditures</u>			
Seized Asset Funds	\$0	\$182,500	\$182,500

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>>.

---

**RECOMMENDATION**

1. Approve the appropriation of Asset Forfeiture Funds in the amount of \$182,500 pursuant to State and federal Regulations; and
2. 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 following FY 2021/22 budget amendments:
  - A. In the Expendable Trust Fund, recognize Beginning Fund Balance of \$182,500 from asset forfeiture funds received and establish a Transfer to the Police Operating Grant Trust Fund (five affirmative Council votes required for the use of unused balances); and
  - B. In the Police Operating Grant Trust Fund, establish a Transfer from the Expendable Trust Fund and establish a Seized Asset Funds appropriation in the amount of \$182,500 ( five affirmative Council votes required to appropriate additional revenue).

Reviewed by: Patrick Nikolai, Chief of Police

Approved by: Deanna J. Santana, City Manager



Agenda Report

21-735

Agenda Date: 7/6/2021

REPORT TO COUNCIL

SUBJECT

Action on the Award of Purchase Orders with Technology, Engineering & Construction, Inc. and California Hazardous Services, Inc. for Fuel Storage Tank Services

COUNCIL PILLAR

Deliver and Enhance High Quality Efficient Services and Infrastructure

BACKGROUND

The City of Santa Clara’s Department of Public Works (DPW) manages the maintenance, repair, testing and regulatory compliance of its fuel storage tanks. The department has nine underground storage tanks (USTs) and three aboveground storage tanks (ASTs) at various locations throughout the City. The City typically contracts out the maintenance of the tanks to ensure they function properly. The services provided include certified testing, inspection, cleaning, repairs, fuel sampling and analysis and compliance training for staff.

Since 2016, the City has contracted with Technology, Engineering & Construction, Inc. and California Hazardous Services, Inc. to provide fuel storage tank services. The current purchase orders with these two vendors are set to expire on June 30, 2021.

DISCUSSION

On January 28, 2021, a competitive Request for Bids (RFB) was published on the City’s bid notification system for fuel storage tank services. The RFB was viewed by 63 firms and four bids were submitted.

The RFB was divided into two service areas or packages:

- Package 1: Fuel storage tank compliance services including annual certified storage tank testing, tank inspection services, repair services, and certified training.
- Package 2: Fuel quality maintenance services, including storage tank cleaning and fuel filtering services.

Bidders had the option of bidding on one or both packages. The bids received are shown below:

Package 1:

Vendor	Bid
Technology, Engineering & Construction, Inc.	\$41,420
Able Maintenance	\$63,243
Balch Petroleum Contractors and Builders, Inc.	\$87,943

**Package 2:**

Vendor	Bid
California Hazardous Services, Inc.	\$10,440
Technology, Engineering & Construction, Inc.	\$17,765
Able Maintenance	\$17,900
Balch Petroleum Contractors and Builders, Inc.	\$48,202

Technology, Engineering & Construction, Inc. was the lowest responsive bidder for Package 1, while California Hazardous Services, Inc. was the lowest responsive bidder for Package 2. Staff recommends award of purchase orders to Technology, Engineering & Construction, Inc. and California Hazardous Services, Inc. for Packages 1 and 2, respectively. Each purchase order will have an initial term of 12 months beginning on July 1, 2021 and ending on June 30, 2022, with up to four one-year options to renew each purchase order.

**Summary of Purchase Orders:**

Maximum compensation for the purchase order with Technology, Engineering & Construction, Inc. during the initial term shall be \$60,000. Maximum compensation for the purchase order with California Hazardous Services, Inc. shall be \$12,000 during the initial term. Pricing shall be fixed during the initial 12-month term of the purchase orders. After the initial term, vendors may request annual price adjustments subject to justification by the vendor and approval by the City.

**ENVIRONMENTAL REVIEW**

The action being considered is exempt from the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15301 "Existing Facilities," as the activity consists of the repair, maintenance or minor alteration of existing facilities involving no or negligible expansion of the use beyond that presently existing.

**FISCAL IMPACT**

Funding is provided in the FY 2021/22 & 2022/23 Biennial Operating Budget, Vehicle Maintenance Fund Maintenance of Improvement and Grounds, which accounts for fuel tank storage services. Funding for future option years is subject to Council appropriations.

**COORDINATION**

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

**PUBLIC CONTACT**

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

**RECOMMENDATION**

1. Authorize the City Manager to execute a blanket purchase order with Technology, Engineering & Construction, Inc. to provide fuel storage tank compliance services for an initial term starting on

- July 1, 2021 and ending on June 30, 2022, with maximum compensation not-to-exceed \$60,000;
2. Authorize the City Manager to execute a blanket purchase order with California Hazardous Services, Inc. to provide fuel maintenance services for an initial term starting on July 1, 2021 and ending on June 30, 2022, with maximum compensation not-to-exceed \$12,000;
  3. Authorize the City Manager to approve contingency amounts of 20 percent, or \$12,000 and \$2,400 on the purchase orders with Technology, Engineering & Construction, Inc. and California Hazardous Services, Inc., respectively, in the event additional or unexpected repairs or compliance services are required during the initial term; and
  4. Authorize the City Manager to exercise up to four one-year options to renew the purchase orders through June 30, 2026, if all options are exercised, and subject to the annual appropriation of funds.

Reviewed by: Craig Mobeck, Director of Public Works

Approved by: Deanna J. Santana, City Manager



## Agenda Report

21-938

Agenda Date: 7/6/2021

### REPORT TO COUNCIL

#### SUBJECT

Action on a Resolution Revising the Council and Authorities/Stadium Authority Regular Meeting Dates for the 2021 Calendar Year

#### COUNCIL PILLAR

Enhance Community Engagement and Transparency

#### BACKGROUND

On September 29, 2020 the Council set the Council and Authorities/Stadium Authority regular meeting dates for the 2021 calendar year. Pursuant to Charter Sec. 707, the City Council shall hold regular meetings at least twice each month.

#### DISCUSSION

It is recommended that the Council adopt a resolution revising the Council and Authorities/Stadium Authority regular meeting dates for the 2021 calendar year to reflect the cancelation of the August 31, 2021 Council and Authorities regular meeting and to set the scheduled August 24, 2021 Stadium Authority meeting as a Joint Council and Authorities and Stadium Authority regular meeting. If a Special Council meeting is needed for August 31 for catch-up on August 24<sup>th</sup> items, this date would be available to allow for no further delay.

Based on the fact that the first Council Meeting after the Council Recess is dedicated to the Priority Setting Session, staff is requesting that this meeting be held prior to the end of August to address other important City business sooner rather than later.

A copy of the Resolution and the Revised Council and Authorities/Stadium Authority Meetings 2021 is attached.

#### 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 other than administrative time and expense to cancel and set the meetings.

#### 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**

Adopt a Resolution revising the Council and Authorities/Stadium Authority regular meeting dates for the 2021 calendar year to reflect the cancelation of the August 31, 2021 Council and Authorities regular meeting and to set August 24, 2021 as a Joint Council and Authorities and Stadium Authority regular meeting.

Reviewed by: Nora Pimentel, Assistant City Clerk

Approved by: Deanna J. Santana, City Manager

**ATTACHMENTS**

1. Resolution
2. Revised Council and Authorities/Stadium Authority 2021 Meetings Calendar

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY OF SANTA CLARA, CALIFORNIA  
REVISING THE COUNCIL AND AUTHORITIES REGULAR  
MEETING DATES FOR THE 2021 CALENDAR YEAR TO  
REFLECT THE CANCELATION OF THE AUGUST 31, 2021  
REGULAR MEETING AND SET AUGUST 24, 2021 AS A  
REGULAR COUNCIL AND AUTHORITIES (INCLUDING  
STADIUM AUTHORITY) REGULAR MEETING**

**BE IT RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:**

**WHEREAS**, on September 29, 2020, the City Council set the Council and Authorities (including Stadium Authority) regular meeting dates for the 2021 calendar year;

**WHEREAS**, pursuant to Charter Sec. 707, the City Council shall hold regular meetings at least twice each month, and that all regular meetings be set by ordinance or resolution;

**WHEREAS**, based on the fact that the first Council Meeting following the Council Recess is dedicated to the Priority Setting, staff is requesting that this meeting be held prior to the end of August to address other important City Business sooner rather than later; however if a Special Council meeting is need for August 31, 2021 for catch-up on August 24, 2021 council items, this date would be available to allow for no further delay; and,

**WHEREAS**, to ensure compliance with Charter Sec. 707, it is required that the Council implement the schedule change – to set August 24, 2021 as a Council and Authorities (including Stadium Authority) regular meeting and cancel the August 31, 2021 regular meeting – by resolution.

**NOW THEREFORE, BE IT FURTHER RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:**

1. That the Council revise the Council and Authorities (including Stadium Authority) regular meeting dates for the 2021 calendar year as follows: cancel the August 31, 2021, and set August 24, 2021 as a Council and Authorities (including Stadium Authority) regular meeting.

//

//

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 \_\_\_\_ OF \_\_\_\_\_, 2021, 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. Revised Council and Authorities/Stadium Authority Meetings Schedule 2021

# COUNCIL & AUTHORITIES MEETINGS STADIUM AUTHORITY MEETINGS 2021

January						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

February						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28						

March						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

April						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

May						
S	M	W	T	F	S	
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

June						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

July						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

August						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

September						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

October						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

November						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

December						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

## KEY

- City Holiday
- Council Recess
- Council and Authorities Concurrent Meeting
- Stadium Authority Meeting
- Published Calendars of Certain City Officials



## Agenda Report

21-899

Agenda Date: 7/6/2021

### REPORT TO COUNCIL

#### SUBJECT

Adopt a Resolution Establishing an Independent Redistricting Commission to Conduct Public Engagement and Adoption of City Council District Election Map as a Result of the 2020 U.S. Census

#### COUNCIL PILLAR

Enhance Community Engagement and Transparency

#### BACKGROUND

Every ten years, following the completion of the U.S. Census, local jurisdictions must review and possibly adjust political boundaries to ensure proportional representation. This process is known as redistricting. The redistricting process is a non-political process of reviewing census data and ensuring that council district lines are accurately drawn so that each district contains a roughly equal population.

U.S. Census data is typically released by April 1<sup>st</sup> of the year following the census; however, due to the COVID-19 pandemic the 2020 U.S. Census data is delayed. The City of Santa Clara (City) expects the census data no earlier than end of September 2021, after the State of California adjusts its population counts. Per Elections Code sections 21622 and 21628, the City must complete the redistricting process and adopt the resulting map no later than April 17, 2022. This will be the City's first redistricting process since the City moved to council districts in 2018.

The City's current council district map was the result of public input as well as a California Voting Rights Act (CVRA) lawsuit. The council district map was drawn using 2010 Census data and considered housing growth since 2010 as well as projected growth. For background on the 2018 districting process, please visit [www.santaclaraca.gov/districtelections](http://www.santaclaraca.gov/districtelections). Because this effort occurred recently and attempted to account for projected growth, significant changes to council district boundaries are not expected as part of the upcoming redistricting process.

The City transitioned to by-district elections in 2018 as a result of a court order issued in July 2018. On August 7, 2018, the City adopted the City Council District map, Resolution 18-8585, defining the six districts within Santa Clara for the 2018 and 2020 City elections. While the Court order implemented district-based elections with six Council districts, it did not amend language of the City Charter, which currently still states that City Councilmembers are to be elected "at-large." Although the Court enjoined the City from having at-large elections for council members, efforts to amend the Charter to create language to establish districts were not approved by the voters.

Under the terms of the CVRA settlement, the City is obligated to bring a ballot measure to amend the City Charter requirement for by district elections in the City of Santa Clara. The ballot measure and Charter amendment was brought forward as a separate council item on the May 4 agenda, RTC 21-

671. In that report, the Council was asked for direction on returning to the Council with an ordinance that formalizes the current 6-district map. Council approved the ballot measure language and the introduction of an ordinance adopting the map at the May 25<sup>th</sup> City Council meeting, RTC 21-701.

At the June 15, 2021 City Council meeting, staff provided background on the redistricting process and received direction from the Council on the preferred redistricting approach. The Council passed a motion to establish an Independent Redistricting Commission responsible to carry out the public process for redistricting. The Council passed a second motion to provide direction that the Independent Redistricting Commission shall be comprised of 3, 5 or 7 members, ideally one from each district and one at-large. The Council then passed a third motion to have a random draw as the appointment method for the Independent Redistricting Commission.

Pursuant to Election Code section 23003(b), an Independent Redistricting Commission reviews the census data, conducts public hearings, solicits input, and makes the final decision on the map. Council has no role in approving the final district map. City Council may not directly appoint the commissioners.

### DISCUSSION

The City Council direction on the establishment of an Independent Redistricting Commission, has been incorporated into the attached resolution (Attachment 1) for Council consideration.

In addition to review and approval of the resolution, staff is seeking feedback on:

1. Qualifications (Eligibility Requirements)
2. Additional restrictions during and after service

Below is information on current statutorily required eligibility requirements, automatic disqualifications from service and prohibitions on activities during and after service. A full summary can be found in Attachment 2. City Council may only add to these items, it may not remove any items.

#### Eligibility Requirements, Disqualifications and Prohibitions During and After Service

The members of the Independent Redistricting Commission will be required to have the following qualifications:

- Must be a resident of Santa Clara and resided in Santa Clara for at least 30 days.
- Within 30 days of appointment, an appointed commissioner shall file with the City Clerk a statement of economic interest (FPPC Form 700), or similar financial disclosure statement, as required under the City's conflict of interest code, and shall agree to the City's Code of Ethics and written ethics pledge.

The following disqualifications are imposed on those wishing to serve on an Independent Redistricting Commission:

- A person, or the person's spouse, who has done any of the following in the preceding eight years (or a non-spouse family member in the preceding four years) shall not be appointed to serve on a commission:

- a. Been elected or appointed to, or been a candidate for, an elective office of Santa Clara.
- b. Served as an officer of, employee of, or paid consultant to, a campaign committee or a candidate for city council
- c. Served as an officer of, employee of, or paid consultant to, a political party or as an elected or appointed member of a political party central committee
- d. Served as a staff member of or consultant to, or has contracted with, a currently serving elected officer of City of Santa Clara.
- e. Been registered to lobby the City of Santa Clara.
- f. Contributed five hundred dollars (\$500) or more in a year to any candidate for an elective office of the City of Santa Clara.

The following restrictions are imposed on members of the Independent Redistricting Commission:

- A member of the Commission shall not do any of the following:
  - a. While serving on the Commission, endorse, work for, volunteer for, or make a campaign contribution to, a candidate for an elective office of City of Santa Clara.
  - b. Be a candidate for an elective office of City of Santa Clara for 5 years commencing with the date of his or her appointment to the Commission.
  - c. For four years commencing with the date of his or her appointment to the Commission:
    - Accept an appointment to a City of Santa Clara Board or Commission.
    - Accept employment as a staff member of, or consultant to, an elected official or candidate for elective office of Santa Clara.
    - Receive a noncompetitively bid contract with City of Santa Clara.
    - Register as a lobbyist in City of Santa Clara.

#### Applicant Recruitment and Random Draw

Should the City Council adopt a resolution at the July 6 meeting, staff will begin recruitment of applicants for the Independent Redistricting Commission. After applications are received and screened as meeting the necessary qualifications adopted by Council, staff will conduct a random draw at a public meeting. The information for viewing the random draw will be posted on City's website and in the City Clerk's Office.

To promote representation from multiple Council districts, a separate random draw will be conducted

for each district from which there are multiple applications for membership on the Commission. For example, if three people apply from District 1, one of them will be selected by random draw to serve on the Commission as the representative of District 1. This process will be repeated for each District for which there was at least two applicants. (For a district with just one qualified applicant, that applicant will automatically be placed on the Commission.) After the district-by-district random draw, all remaining unselected applicants, regardless of district, will be placed into a single pool for the final random selection of an at large Commission member, or for multiple at large members if needed to fill the Commission, and for an Alternate member of the Commission.

If there are at least seven applicants for the Commission, but no applicants from some of the Council districts, then after the drawing is conducted to select a representative for each district from which there was an applicant, the remaining applicants will be placed into a single pool and the random draw process will be used for those applicants to fill the remaining positions on the Commission. If there are fewer than seven qualified applicants, the random draw process will be used to select five people (if there are six applicants) or three people (if there are four applicants) to serve on the Commission. If the City receives exactly three, five or seven qualified applications, all applicants will be appointed to the Commission. After the Commission is filled, one additional person will be selected from the remaining qualified applications (if any) to serve as an Alternate to the Commission.

#### Next Steps

Date	Action
July 6, 2021	Council adopts resolution on Redistricting Process
July - Aug. 2021	Commission Selection & On-Boarding
Sep. - Oct. 2021	Initial Community of Interest Meeting(s)
End of Aug. 2021 (estimate)	U.S. Census Data Released (not adjusted)
Mid - end of Sept. 2021 (estimate)	State Population Adjustment Released
Nov. 2021 - Mar. 2022	Public Hearings/Outreach (4 required)
Apr. 17, 2022	Final District Map Approval (205 days before election)
Nov. 8, 2022	Statewide General Election

#### 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

Staff estimates the cost of the redistricting process to be approximately \$100,000. The redistricting process is not specifically included in the budget and cost impacts will be absorbed by the City Clerk and City Communications Budgets.

#### COORDINATION

This report was coordinated with the City Manager's Office 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

Staff recommends City Council adopt a Resolution Establishing and Independent Redistricting Commission to Conduct Public Engagement and Adoption of City Council District Election Map as a Result of the 2020 U.S. Census

Approved by: Deanna J. Santana, City Manager  
Hosam Haggag, City Clerk

#### ATTACHMENTS

1. Resolution
2. Independent Redistricting Commission Chart

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY OF SANTA CLARA ESTABLISHING AN INDEPENDENT REDISTRICTING COMMISSION TO CONDUCT PUBLIC ENGAGEMENT AND TO ADOPT A CITY COUNCIL DISTRICT ELECTION MAP FOLLOWING A REVIEW OF THE 2020 US CENSUS DATA**

**BE IT RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:**

**WHEREAS**, on July 24, 2018, Judge Thomas E. Kuhnle of Santa Clara County Superior Court issued an "Amended Statement of Decision: Remedies Phase of Trial; Judgment" in a lawsuit filed against the City under the California Voting Rights Act (CVRA);

**WHEREAS**, in its Amended Statement of Decision dated July 24, 2018 in Yumori-Kaku et al. v. City of Santa Clara, Santa Clara County Superior Court Case No. 17CV319862, the Superior Court of the State of California for the County of Santa Clara ordered the City to adopt district-based elections based on the lines shown on Draft Plan 3, a copy of which is attached hereto as Exhibit A, that was submitted by the City, and ordered the Santa Clara County Registrar of Voters to immediately begin implementing district-based elections for the 2018 and 2020 elections;

**WHEREAS**, as result of the above-referenced litigation, the City Council entered into a settlement agreement and agreed to continue district-based elections and submit a ballot measure to the voters at a special municipal election to amend the City Charter to establish six council districts;

**WHEREAS**, following the release of the 2020 decennial census data, all local governments that elect by district must redraw their district lines to assure that all district have nearly equal population;

**WHEREAS**, the California Elections Code section 21622 requires that the City Council complete its redistricting process and adopt a City council district map based on the 2020 US Census no later than April 17, 2022;

**WHEREAS**, the population data of council districts must be evaluated to determine if there is any changes in district boundaries required so that each district is substantially equal in population and to ensure compliance with federal and state laws;

**WHEREAS**, Elections Code Sections 21601 and 23000 authorize the City Council to appoint an independent redistricting commission;

**WHEREAS**, the City Council desires to receive input on district boundaries from a geographically diverse sector of the community; and

**NOW THEREFORE, BE IT FURTHER RESOLVED BY THE CITY OF SANTA CLARA**

**AS FOLLOWS:**

**SECTION 1. Establishment.** There shall be established the Santa Clara Redistricting Commission, hereinafter "Commission" which shall be an Independent Commission pursuant to Elections Code §23001. The Commission shall be vested with the authority to redraw Council district boundaries as provided in this Resolution. The Commission shall serve until the City Council adopts the ordinance approved by the Commission establishing City Council district boundaries for the November 2022 election.

**SECTION 2. Membership.** The commission shall consist of up to seven (7) commissioners and one alternate. In no event may the Commission consist of less than three members and one alternate if the City is unable to establish a seven-member Commission. Members of the Commission shall serve without compensation.

**SECTION 3. Minimum Qualifications.** The members of the Commission must meet each of the following qualifications:

- A. Must be a resident of Santa Clara and resided in Santa Clara for at least 30 days.
- B. A person, or the family member of a person (i.e., spouse, registered domestic partner, parent, sibling, child or in-law), who has done any of the following in the preceding eight years, shall not be appointed to serve on a Commission:
  - (1) Been elected or appointed to, or been a candidate for, an elective office of Santa Clara.
  - (2) Served as an officer of, employee of, or paid consultant to, a campaign Commission or a candidate for elective office of Santa Clara.
  - (3) Served as an officer of, employee of, or paid consultant to, a political party or as an elected or appointed member of a political party central Commission.
  - (4) Served as a staff member of, consultant to, or contracted with, a currently serving elected officer of Santa Clara.
  - (5) Been registered to lobby in Santa Clara.

(6) Contributed five hundred dollars (\$500) or more in a year to any candidate for an elective office of the City of Santa Clara.

C. A member of the Commission shall agree not to engage in any of the following:

- (1) While serving on the Commission, endorse, work for, volunteer for, or make a campaign contribution to, a candidate for an elective office of Santa Clara.
- (2) Become a candidate for an elective office of Santa Clara for 5 years commencing with the date of his or her appointment to the Commission.
- (3) For four years commencing with the date of his or her appointment to the Commission:
  - Accept an appointment to a Santa Clara Board, Commission or Commission.
  - Accept employment as a staff member of, or consultant to, an elected official or candidate for elective office of Santa Clara.
  - Receive a noncompetitively bid contract with Santa Clara.
  - Register as a lobbyist in Santa Clara.

#### **SECTION 4. Selection and Appointment Process.**

- A. The City Clerk shall select and appoint the commissioners in accordance with the following criteria
- B. The City Clerk shall initiate and widely publicize the Commission application process. To promote a large and diverse applicant pool, the City Clerk shall seek assistance from a broad range of community-based organizations to encourage qualified persons to apply. Applicants shall attest on the application, under penalty of perjury, that the information provided in the application is true.
- C. At the end of the application period, the City Clerk shall review and verify the information contained in each application, including applicants' eligibility to serve on the Commission under Section 3. The City Clerk shall remove from the applicant pool any applicant who does not meet the minimum Commission member qualifications.
- D. The City Clerk shall randomly draw at a public meeting to select the member of the Commission that would represent each district. If there are no qualified

applicants in a specific district, they shall be drawn in the same manner as the at-large member.

- E. The City Clerk combines all remaining qualified applicants into one pool and then draw the at-large member and the alternate.
- F. Any vacancy shall be filled by the Commission within 15 days after the vacancy occurs, from the available alternate.

**SECTION 5. During and Post-Service Restrictions.** Commission members shall comply with the restrictions contained in California Elections Code Section 23003(d).

- A. Within 30 days of appointment, an appointed commissioner shall file with the City Clerk a statement of economic interest (FPPC Form 700), or similar financial disclosure statement, as required under the City's conflict of interest code, and shall agree to the City's Code of Ethics and written ethics pledge.
- B. While serving on the Commission, members may not work for, volunteer for, or make a campaign contribution to, a candidate for an elective office of Santa Clara.
- C. Commission members may not run for an elective office of Santa Clara for 5 years commencing with the date of my appointment to the Commission.
- D. For four years commencing with the date of his or her appointment to the Commission, members shall not:
  - (1) Accept an appointment to a Santa Clara Board, Commission or Committee.
  - (2) Accept employment as a staff member of, or consultant to, an elected official or candidate for elective office of Santa Clara.
  - (3) Receive a noncompetitively bid contract with Santa Clara.
  - (4) Register as a lobbyist in Santa Clara.

**SECTION 6. Redistricting Requirements and Criteria.**

- A. The Commission shall perform its redistricting duties in accordance with applicable state and federal law.
- B. The Commission shall number each Council district such that, for as many residents

as practicable, the number of the Council district they reside in remains the same.

### **Section 7. Public Meetings, Public Comment and Redistricting Map Approval.**

A. The Commission shall establish and implement an open meeting process for public input and deliberation that is promoted through an outreach program to solicit broad public participation in the redistricting process. Except as set forth herein, the Commission shall comply with the Ralph M. Brown Act and all other applicable State and City requirements for open meetings.

B. Prior to adopting a final map, the Commission shall hold at least four (4) noticed public hearings, at which the public is invited to provide input regarding the composition of one or more council districts. At least one public hearing shall be held before the Commission draws a draft map or maps of the proposed council boundaries. The Commission may have city staff, the City's retained demographer or other consultant conduct one or more public workshops in lieu of holding a public hearing prior to drafting the map or maps. At least two public hearings shall be held after the Commission has drawn a draft map or maps of the proposed Council district boundaries. At least one public hearing or workshop shall be held on a Saturday, on a Sunday, or after 6 p.m. on a weekday Monday through Friday. At least one public hearing shall be a joint public hearing with the City Council as set forth in subsection (i) below. Public hearing buildings shall be accessible to persons with disabilities and the Council shall arrange for live translation of a public hearing or workshop in an applicable language if a request is made at least 72 hours before the hearing or workshop.

C. Notwithstanding the provisions of the Brown Act, notice of the date, time and location for any public hearing or workshop shall be published on the City's Internet website for at least five (5) days before the hearing/workshop; provided that if there are fewer than 179 days until the City's next regular election, the Commission may publish the agenda on the City's Internet website for at least three (3) days before the hearing/workshop.

D. The Commission shall establish and implement a process for accepting written public comment, either in writing or electronically, including the submission of draft maps and draft partial maps for the commission's consideration. Each draft map prepared by a member of the Commission, by City employees or consultants, or by members of the public shall be accompanied with information on the total population, citizen voting age population, and racial and ethnic characteristics of the citizen voting age population of each proposed Council district, to the extent the City has that data.

E. The City shall either record or prepare a written summary of each public comment and commission deliberation made at every public hearing or workshop held pursuant to this Chapter. The City shall make the recording or written summary available to the public within two (2) weeks after the public hearing or workshop.

F. A final map may not be adopted by the commission unless and until:

- (1) a proposed final map with substantially similar Council district boundaries has been adopted at least seven days earlier at a prior public hearing; and
- (2) a proposed final map has been published on the City's Internet website for at least seven (7) days and made available to the public for at least seven (7) days prior to final adoption; provided that if there are fewer than 179 days until the City's next regular election, the proposed final map may instead be published on the City's Internet website for at least three (3) days.

G. The City shall establish, and maintain for at least 10 years after the adoption of new Council district boundaries, an Internet web page dedicated to redistricting. The web page may be hosted on the City's existing Internet website or another Internet website maintained by the City. The web page shall include, or link to, all of the following information:

- (1) A general explanation of the redistricting process for the City in English, Spanish and any other applicable language as defined under State law.
- (2) The procedures for a member of the public to testify during a public hearing/workshop or to submit written testimony directly to the Commission in English, Spanish and any applicable language.
- (3) A calendar of all public hearing and workshop dates. A calendar listing that includes the time and location of the public hearing or workshop satisfies the notice required by subsection (C).
- (4) The notice and agenda for each public hearing and workshop.
- (5) The recording or written summary of each public hearing and workshop.
- (6) Each draft map considered by the Commission at a public hearing.
- (7) The adopted final map of Council district boundaries.

**SECTION 8. Public Engagement.** The Commission and the City should actively encourage residents to participate in the redistricting process.

- A. The Commission shall make every reasonable effort to afford maximum public access to its proceedings.
- B. The City shall solicit broad public participation in the redistricting process, including from residents of communities that traditionally participate less frequently in the local political process. At minimum, the City shall:

- (1) Develop and present a proposed outreach campaign to the City Council at a public meeting;
- (2) Conduct an outreach campaign to educate the public on the redistricting process and how to be involved; and
- (3) Request the assistance of neighborhood associations, community groups, civic organizations, and civil rights organizations with engaging residents in the redistricting public review process.

**SECTION 9. Commission Meetings.** The hearing location shall be accessible to persons with disabilities and, to the extent practicable, shall have free parking nearby and be accessible by public transit. Public hearings shall be scheduled at various times and days of the week to accommodate a variety of work schedules and to reach as large an audience as possible. The Commission shall establish and implement a process for accepting written public comment, including the submission of draft maps and draft partial maps for the Commission's consideration.

**SECTION 10. Administration.** A quorum shall consist of a majority of the seated Commission members (i.e., if seven members are seated, a quorum shall be four members). The Commission may only approve a map with a majority vote of the seated Commission members (i.e., if seven members are seated, four votes would be needed). All other Commission actions, other than map, require only a majority vote of those present, provided that a quorum is present.

**SECTION 11. 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 \_\_\_\_\_, 2021, BY THE FOLLOWING VOTE:

AYES:                    COUNCILORS:

NOES:                    COUNCILORS:

ABSENT:                COUNCILORS:

ABSTAINED:           COUNCILORS:

ATTEST:

\_\_\_\_\_

NORA PIMENTEL, MMC  
ASSISTANT CITY CLERK  
CITY OF SANTA CLARA

S:\Attorney\RESOLUTIONS\Form Resolution-City.doc

	<b>Independent Commission</b>
<b>Scope</b>	<ul style="list-style-type: none"> <li>• Independently adopts the district map</li> </ul>
<b>Council's Role</b>	<ul style="list-style-type: none"> <li>• Decides how the Independent Commission is selected</li> </ul>
<b>Qualifications &amp; Selection Process</b>	<ul style="list-style-type: none"> <li>• Must be resident of City</li> <li>• Commissioners <u>may not</u> be comprised entirely of members from same political party preference</li> <li>• City may prescribe the manner in which members are appointed to the commission, provided it uses an application process open to all eligible residents and not appointed by City Council</li> <li>• City may also impose additional qualifications and restrictions on members of the commission in excess of those prescribed by State law.</li> </ul>
<b>Member Disqualification</b>	<ul style="list-style-type: none"> <li>• A person who is an elected official of the City</li> <li>• A family member, staff member, or paid campaign staff of a city councilmember</li> <li>• A person, or the person's spouse, who has done any of the following in the preceding eight years (or a non-spouse family member in the preceding four years) shall not be appointed to serve on a commission: <ul style="list-style-type: none"> <li>(A) Served as an officer of, employee of, or paid consultant to, a campaign committee or a candidate for city council</li> <li>(B) Served as an officer of, employee of, or paid consultant to, a political party or as an elected or appointed member of a political party central committee</li> </ul> </li> </ul>
<b>Conduct Prohibitions While Serving on Committee</b>	<ul style="list-style-type: none"> <li>• Endorse, work for, volunteer for, or make a campaign contribution to, a candidate for city council.</li> </ul>

<p><b>Post-Service Conduct Prohibitions</b></p>	<ul style="list-style-type: none"> <li>• For 5 years commencing on appointment to the commission, a commission member is prohibited from being a candidate for an elective office of the City if: <ul style="list-style-type: none"> <li>a. The election for that office will be conducted using district boundaries adopted by the commission on which the member served</li> <li>b. The election for that office will be conducted using district boundaries adopted by the City pursuant to recommendations by the commission on which the member served</li> </ul> </li> <li>• For 4 years commencing with appointment to the commission, a commission member may not: <ul style="list-style-type: none"> <li>(1) Accept employment as a staff member of, or consultant to, an elected official or candidate for elective office of the City.</li> <li>(2) Receive a noncompetitively bid contract with the City.</li> <li>(3) Register as a lobbyist for the City</li> </ul> </li> <li>• For 2 years commencing with appointment to the commission, a commission member may not accept an appointment to an office of the City.</li> </ul>
<p><b>Commission Requirements</b></p>	<ul style="list-style-type: none"> <li>• Must file Form 700</li> <li>• Subject to the Brown Act</li> <li>• Subject to Public Records Act</li> <li>• Commission shall be subject to same redistricting deadlines, requirements and restrictions that apply to the City</li> <li>• Commission shall publish a map of the proposed new district boundaries and make it available to the public for at least 7 days before the map may be adopted</li> <li>• Commission shall not draw districts favoring or discriminating against incumbents or candidates</li> </ul>



## Agenda Report

21-887

Agenda Date: 7/6/2021

### REPORT TO COUNCIL

#### SUBJECT

Direction on the Next Steps for the El Camino Real Specific Plan.

#### COUNCIL PILLAR

Promote and Enhance Economic, Housing and Transportation Development

#### BACKGROUND

Following City Council direction staff has worked since 2017 with community members and a City Council appointed Community Advisory Committee to prepare a Specific Plan for the El Camino Real Focus Area identified in the General Plan. The intent of the Specific Plan is to provide policy direction for new land development along the El Camino Real Corridor, as well as for the future use of the El Camino Real road right-of-way.

A draft Specific Plan, including land uses as recommended by the Community Advisory Committee, was presented for City Council adoption at the June 15, 2021 City Council meeting. At the conclusion of the City Council's consideration of the item, the Council directed staff to modify the proposed General Plan Land Use Designations for the Specific Plan as follows:

- Corridor Residential - maximum height to be 2-story
- Corridor Mixed-Use - maximum height to be 3-story
- Regional Commercial Mixed-Use - maximum height to be 4-story

The City's costs for consultants to support preparation of the Specific Plan have been funded through a Metropolitan Transportation Commission (MTC) grant awarded to the City of Santa Clara in the amount of \$910,000. The City's ability to utilize this grant funding ended in June 2021 so that additional costs going forward will require the identification of additional funding sources.

#### DISCUSSION

The reduced maximum building heights directed by the City Council result in a significant change to the projected density and amount of new development that will be supported by the Specific Plan as discussed below. Note that the following density ranges for each designation are based on an approximate evaluation of what could fit on a typical site given the proposed height limits.

#### Corridor Residential (2-story)

A 2-story height limit corresponds to single-family residential development. Small lot single-family development may include court homes, zero-lot line or other compact single-family forms of development that correspond to a density range of 12-25 units per acre. In contrast, the Corridor Residential designation was previously intended for townhouse or apartment development that would be 3-4 stories in height and at a density range of 16-45 units per acre. Townhomes would not be feasible at the 2-story height limit due to site and parking constraints on shallow parcels. For the 11

acres with this designation that are assumed to redevelop in the Specific Plan, the projected number of units would be 225, a reduction of 275 units from the previously projected 500. No new commercial development is projected for this designation, representing a reduction of 140,000 square feet from the existing condition.

#### Corridor Mixed-Use (3-story)

The 3-story height limit corresponds to townhouse type development with a typical density range of 20-25 units per acre; however, 3-story garden-style apartments, while not a common development type, may be possible to build as well, extending the density range up to 20-45 units per acre. At this density, new commercial development would be limited to live/work type units. Previously the designation supported residential apartment and vertical mixed-use development of 4-5 stories with a density range of 45-65 units per acre. For the 32 acres with this designation that are assumed to redevelop in the Specific Plan, the projected number of units would be 790, a reduction of 1,260 units from the previously projected 2,050. Commercial development would not likely be feasible to incorporate into new development at the proposed heights/densities, therefore no commercial development is projected for this designation, representing a reduction of 350,000 square feet from the existing condition.

#### Regional Commercial Mixed-Use (4-story)

The proposed 4-story height limit corresponds to townhouse/stacked flats and lower density apartment buildings. Vertical mixed-use development is likely not feasible, so the City's commercial square footage requirement would be met through stand-alone commercial development in conjunction with apartment or townhouse development. The projected density for this type of development is 30-60 units per acre. Previously the designation supported residential apartment and vertical mixed-use development of 5-6 stories with a density range of 55-100 units per acre. For the 36 acres with this designation in the Specific Plan, the projected number of units would be 1,275, a reduction of 2,375 units from the previously projected 3,650. The minimum commercial requirement should be reduced to accommodate this lower density, so that the projected amount of commercial square footage is 220,000 square feet, representing a reduction of 210,000 square feet from the existing condition.

It should be noted that the Specific Plan identifies a total of five Activity Centers with this designation, two of which are not expected to redevelop during the life of the Specific Plan. Higher density at the remaining three locations may be warranted to support the viability of creating mixed-use Activity Centers as envisioned in the Specific Plan, including required publicly accessible, privately maintained open spaces. Maintaining the current height limits and densities at the Activity Centers would support the General Plan vision and community input gathered throughout that planning process that indicated a desire for more housing and higher intensity development, public open space, and structured parking at key nodes/activity centers with lower intensity development in between these activity centers.

#### Specific Plan Area Density - Environmental Review

As a result of these proposed changes, the overall average density for the Specific Plan area is reduced to 28 dwelling units per acre. The projected build-out of the Plan Area is also reduced by 3,910 units from a previous total of 6,200 units to a projected capacity of 2,290 units, a reduction of 63% in overall residential density, and commercial capacity is projected to be reduced by 700,000 square feet from the existing condition of 2.2M square feet to 1.5M square feet (new plus existing commercial areas that would not redevelop).

The Environmental Impact Report (EIR) prepared for the Specific Plan followed the City's Transportation Analysis Policy, adopted by the Council on June 23, 2020. That policy relied upon state guidance that provides an exemption from Vehicle Miles Travelled (VMT) analysis for "Transit Supportive Projects." Transit Supportive Projects, among other requirements, must achieve an average density of at least 35 dwelling units per acre. The purpose of the Vehicle Miles traveled (VMT) Policy is to reduce VMT growth within the City by encouraging denser land uses along major transit corridors, thereby maximizing existing infrastructure and providing multiple transportation options while maintaining quality of life for residents. As the proposed changes to the project are significant in scope and would result in a project that no longer meets exceeds 35 dwelling units per acre in overall density, it will be necessary to prepare a VMT analysis and to update and recirculate the project EIR in order to move forward a revised version of the Specific Plan as directed by Council. Additional funding will be necessary for this effort.

Projects located within the Specific Plan that do not meet the 35 DU/AC criteria are expected to require subsequent VMT analysis and mitigation measures to reduce VMT impacts found to be significant.

#### Economic Feasibility

During the City Council meeting, the Council discussed the possibility of conducting an economic analysis to determine the feasibility of redevelopment of the El Camino Real corridor following the proposed reduction in allowable densities. Preparation of such an analysis would likely require 3-6 months and additional funding will need to be identified.

Based upon common development trends, stand-alone residential development is understood to be feasible at most densities, with maximum return to developers for townhouse type development in the short term. Single-family development also appears to be feasible, although the El Camino Real corridor may not be considered a preferred location for new single-family residences. Four-story apartment development also appears to be feasible given that it is possible to build at this height in wood (e.g., Type V construction), but this form of development does not support mixed-use development with ground-floor commercial. Mixed-use development requires more expensive Type III construction, with a first floor podium. While there are some examples of 4-story mixed-use development within the area (e.g., the Downtown Gateway project), recent conversations with the economist supporting the City's evaluation of affordability requirements indicates that such projects are not currently feasible. The open space, sidewalk dedication, parkland, parking, and affordable housing requirements in the Plan create financial barriers for projects at lower densities, particularly for the Activity Centers. For this reason, while the Activity Centers can continue to include stand-alone commercial components (e.g., horizontal mixed-use), adjoining residential development will likely not include a commercial component and residential development will be reduced so that the City would not achieve the amount of commercial development and character of development envisioned for the Activity Centers in the Specific Plan.

#### Transit Options

The City Council discussed the desire to add transit options in the form of a shuttle bus or similar service to support intensification of the corridor. In response staff noted the current high frequency of bus service provided along El Camino Real by the Valley Transportation Agency, and also noted that new development could be required to participate in a Transportation Management Association (TMA) to collectively fund some type of shuttle service. It should be noted however that with the

proposed densities, most new development will consist of single-family or townhouse type development, with individual ownership of units, such that it is infeasible to require their participation in a TMA.

### Other Policy Issues

During the City Council hearing the Council discussed several other issues that staff is prepared to address through modifications to the draft Specific Plan for City Council consideration at a future hearing. These include modifications to the affordability requirements, a requirement for a consulting architect to review project architecture, increased secured bicycle parking, the use of a 30 degree daylight plane for projects abutting single-family development along the north side of El Camino Real (to avoid shadow effects) and the creation of a 1% for art requirement.

Since the Council action on June 15, staff has met with three developers currently working on projects within the Specific Plan area. Two of them are proposing 100% affordable projects while the third is proposing a mix of affordable senior housing and market rate townhouses. All three were depending upon adoption of the Specific Plan to enable their projects to advance, including use of the Specific Plan CEQA clearance, but are now considering alternative paths for entitlement, such as independent General Plan Amendment applications, preparation of project-specific CEQA clearance and/or use of recent State legislation that may allow for ministerial approval. The City Council could provide direction to staff to return in the near-term with limited action for Council consideration, so that the 100% affordable housing projects could proceed.

### Alternative Options

Staff is now requesting that the City Council provide direction to staff to proceed with one of the following alternatives:

- 1) Proceed with modification of the Specific Plan to include the height limits directed by the City Council and described above in terms of the resulting development types and densities. Appropriate funding (\$200,000) from the General Fund to support preparation of a VMT analysis and recirculation of the EIR, economic feasibility analysis, and the rewriting of development standards.
- 2) Prepare an alternative form of the Specific Plan that reduces densities from the prior draft Specific Plan, but maintains an overall average density greater than 35 units per acre. Modifications with this level of density enable the draft EIR analysis, as prepared, to be retained for the revised scope. In particular, greater density may be warranted to support the viability of three Activity Centers identified in the Specific Plan. Recommendations would likely include lowering the densities and heights of the Corridor Residential and Corridor Mixed Use designations by 1-story for each, while maintaining the height limits and densities on the Regional Commercial Mixed Use sites where there are less sensitive interfaces with single-family homes.
- 3) Direct staff to return to City Council with targeted General Plan amendments to support proposed 100% affordable housing projects at specific locations.
- 4) Discontinue preparation of the El Camino Real Specific Plan.

### ENVIRONMENTAL REVIEW

An Environmental Impact Report (EIR) was prepared for the El Camino Real Specific Plan and related approvals (the "project") in accordance with the California Environmental Quality Act (CEQA). The EIR analyzes program-level impacts of the El Camino Real Specific Plan. The EIR and Notice of Availability (NOA) were circulated for a 45-day period from December 10, 2020 to January 25, 2021

in accordance with CEQA requirements. The EIR provides a comprehensive analysis of the potential environmental impacts for the project.

The EIR found that any potentially significant impacts can be mitigated to a less than significant level. The mitigation measures are included in their entirety as a part of the proposed Mitigation Monitoring and Reporting Program (MMRP). A detailed discussion of the potential impacts and mitigation measures to be applied to the project is specified in the EIR and would be implemented through the MMRP for the proposed project.

The environmental impacts of redeveloping an existing commercial corridor and state highway were analyzed at a program level. It is intended for the Final EIR to be used by developers as a starting point for the environmental clearance of their individual development proposals, which will further facilitate redevelopment of the area.

As discussed above, if the Council proceeds with a proposal for the Plan Area that will reduce the average residential density below 35 du/ac, the Project will no longer qualify as a "Transit Supportive Project," and a more detailed Vehicle Miles Traveled (VMT) analysis will be required. This will require revisions to the EIR, as well as recirculation of the document.

#### FISCAL IMPACT

Funding for the development of the El Camino Real Specific Plan and Environmental Impact Report (EIR) comes from the Metropolitan Transportation Commission (MTC) grant awarded to the City of Santa Clara in the amount of \$910,000. When the Council approved the Funding Agreement with MTC, the City agreed to a 12% match, or \$109,200 of the total project costs, which funds came from the Capital Improvement Projects Budget.

The proposed change in land uses would significantly increase land values, as well as demand for services, having both positive and negative fiscal impacts upon the City.

On the whole, implementation of the Specific Plan is expected to have a relatively minor net fiscal impact to the City and will provide housing necessary for Santa Clara's ongoing economic vitality.

#### COORDINATION

This report has been coordinated with the City Attorney's Office.

#### PUBLIC CONTACT

On June 23, 2021, the notice of public hearing for this item was posted within 300 feet of the project site and mailed to property owners within 300 feet of the project site.

Public contact was also 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>>.

#### ALTERNATIVES

1. Proceed with modification of the Specific Plan to include the height limits directed by the City

---

Council and described above in terms of the resulting development types and densities. Appropriate funding (\$200,000) from the General Fund to support preparation of a VMT analysis and recirculation of the EIR, economic feasibility analysis, and the rewriting of development standards.

2. Prepare an alternative form of the Specific Plan that reduces densities from the prior draft Specific Plan, but maintains an overall average density greater than 35 units per acre.
3. Discontinue preparation of the El Camino Real Specific Plan.

#### RECOMMENDATION

2. Prepare an alternative form of the Specific Plan that reduces densities from the prior draft Specific Plan, but maintains an overall average density greater than 35 units per acre.

Reviewed by: Andrew Crabtree, Director, Community Development Department

Approved by: Deanna J. Santana, City Manager

#### ATTACHMENTS

1. Web link to Draft Specific Plan Document and EIR

**Web link to the El Camino Real Specific Plan Document and Final Environmental Impact Report**

---

<https://www.santaclaraca.gov/our-city/departments-a-f/community-development/planning-division/specific-plans/el-camino-real>



## Agenda Report

21-757

Agenda Date: 7/6/2021

### REPORT TO COUNCIL

#### SUBJECT

Action on Amendment No. 4 to the Agreement for Professional Services with Perkins + Will for the Tasman East Specific Plan and Related Budget Amendment

#### COUNCIL PILLAR

Promote and Enhance Economic, Housing, and Transportation Development

#### BACKGROUND

In 2016, the City conducted a competitive Request for Proposal (RFP) for professional services to assist City staff with preparation of a Specific Plan and an associated Environmental Impact Report (EIR) for the Tasman East Focus Area. Through this process, Perkins + Will was selected and awarded an agreement with a completion date of September 30, 2017. (See attached Attachment #2 for Executed Original Agreement and Agenda Report.)

In October 2017, the agreement was amended to include additional traffic modeling to determine the Specific Plan's impact on greenhouse gas emissions and to incorporate those revisions into the EIR as well as the Specific Plan document. (See attached Attachment #3 for Executed Amendment No. 1 and Agenda Report.)

In January 2019, the agreement was amended to include additional outreach with key stakeholders and to finalize the environmental analysis that was needed to complete the Specific Plan process. (See Attachment #4 for Executed Amendment No. 2 and Report to Council.)

In August 2019, the agreement was amended for Perkins + Will to perform additional analysis related to maintaining the Primavera sewer lift station in its current location and reconfiguring the proposed Calle del Sol extension into a pedestrian paseo. (See Attachment #5 for the Executed Amendment No. 3 and Report to Council.)

The Tasman East Specific Plan was adopted by the City Council in November 2018. Of the 4,500 units supported through the adopted specific plan, developers have submitted applications for a total of 4,484 units on approximately two-thirds of the available land development area. Given the continued demand to provide new housing in the Tasman East area, the opportunity to gain additional unit yield within an area already planned for housing, and the benefit of building out a complete residential mixed-use neighborhood as envisioned within the Specific Plan, the City is considering creating additional capacity in the Tasman East area by preparing an amendment to the Specific Plan and conducting environmental clearance to add 1,500 residential units within the Tasman East Specific Plan boundaries. To undertake the process, the City is proposing to amend its contract with Perkins + Will, the planning consultants used for the original specific plan. The proposed contract amendment for \$275,000 would increase the not-to-exceed amount to

\$1,461,432 and extend the agreement through June 30, 2022. The scope of tasks and budget to develop a Specific Plan Amendment to allow up to an additional 1,500 residential units in Tasman East include:

- \$52,000 for the preparation of the Specific Plan Amendment document including the updated land use plan and diagrams;
- \$106,000 to conduct Level of Service and Vehicle Miles Traveled traffic analysis;
- \$6,500 to update existing utility conditions which may have changed since the original Specific Plan preparation and make recommendations for potential infrastructure upgrades or future analyses that may be required to accommodate the projected demands;
- \$84,984 to prepare the Subsequent Environmental Impact Report for the project in accordance with the California Environmental Quality Act; and
- \$25,516 to be available for contingency purposes.

In addition to the required environmental review for 1,500 additional units, the contract amendment would also include a transportation analysis that details the effects of additional traffic on surrounding roadways, and a building form study to determine if additional design controls are necessary as a part of updating the specific plan to create more residential capacity.

The proposed Amendment No. 4 was initially discussed at the March 9, 2021 City Council meeting. During the Council discussion some Councilmembers expressed concern with approving the contract and thus allowing preparation of an amendment to the Specific Plan that would allow up to an additional 1,500 housing units without first better understanding the City's strategy for providing amenities to support the additional housing growth. Because the Amendment costs would be funded by a grant received by the City, approval of the contract and associated budget action requires five affirmative votes from the City Council. Following the discussion on March 9, the City Council voted 4 -3 in favor of approving the contract Amendment and therefore did not approve the requested Amendment. The City Council then directed staff to return to the City Council with additional information on proposed amenities.

In April 2021 the American Planning Association California Chapter Northern Section selected the Tasman East Specific Plan as the 2021 winner of the Chapter's Award of Excellence for a Large Jurisdiction Comprehensive Plan. In nominating the Specific Plan for this award the City highlighted the Plan's focus on placemaking and amenities that contribute toward the development of a complete neighborhood.

## DISCUSSION

At the March 10, 2021 City Council meeting, in response to the Council's questions about the proposed contract amendment and overall planning approach for the Tasman East Specific Plan, staff provided the following information:

1. The proposed amendment would allow staff to engage a consultant and begin the process of preparing an update to the Specific Plan.
2. The planning process would provide opportunity to address the Council's concerns regarding planning for parklands and amenities as part of the proposed Specific Plan amendment.
3. The number of units to be added to the Specific Plan has not been finalized. The contract amendment is described as allowing up to 1,500 residential units to be added to the 4,500 already supported by the Specific Plan.
4. The City Council previously reviewed staff proposal to amend the Specific Plan to add more

- units and approved the City's application for a grant to fund the planning work.
5. The City received a grant of \$310,000 from the State for the proposed Specific Plan amendment. This grant would fully fund the consultant costs and is intended to be applied to project's that add to the City's housing capacity.
  6. Implementation of the Specific Plan has been very successful, with 4,485 units (of the 4,500 available) in the permitting process, including two 100% affordable projects, one of which is now under construction (Attachment 1).

Following discussion, the City Council directed staff to continue the item for a full presentation at a future meeting. Staff will provide a presentation at the July 6, 2021 City Council hearing. The following additional information is being provided in advance of the meeting to support the presentation.

#### Development Activity

The City has received eleven project applications within the Tasman East Specific Plan area (Attachment 2). These applications generally account for all of the units available (4,485 of 4,500), but utilize only about 65% of the Plan area. Notably, these include two 100% affordable projects and a senior housing project that will provide a mix of traditional senior units, as well as assisted and memory care units. The architecture and construction type also varies considerably between the projects.

#### Public Parklands and Open Space

The Tasman East Specific Plan will include a mix of public and private amenities. Public amenities include public park space, publicly accessible privately owned spaces (e.g., plazas, parklets and greenways), and private amenities (located within buildings and accessible to residents of the building). As part of the development of the Specific Plan, staff reviewed the Specific Plan open space strategy with the City Council on multiple occasions and per the direction of the City Council, the amount of open space was increased from 5 acres (public parkland) to 10 acres (5 acres of public parkland plus 5 acres of privately owned open space with private open spaces areas counted as 50% of their area). This approach was formally adopted as the Specific Plan Open Space Framework (Attachment 3).

Pending or approved projects include dedication for approximately 3.78 of the 5.0 acres planned for the area. This is consistent with the Open Space Framework in that 1.0 of parkland is planned for the Central area which has not yet had project in the vicinity of the planned park. The balance of 0.22 acres is accounted for by the fact that the 100% affordable St. Anton project utilizes an exception to the City's dedication requirement as allowed under State law for 100% affordable housing projects.

Eventual development within the Central area would be expected to deliver the 1.0 acres of dedicated parkland planned for that area. However, as part of the proposed process to prepare an Amendment to the Specific Plan, staff is recommending that the appropriate amount of parkland be evaluated and increased along with the proposed addition of residential units.

Applications on file as designed would deliver 4.58 acres of Open Space as defined in the Specific Plan. Like the planned park areas, one component of the Open Space, the greenways, is also tied to specific areas of the Plan and would be further expanded as development proceeds within the Central and Station districts. A significant portion of the Open Space area is however tied to

development and so a greater portion has been achieved with the initial applications. As with the parkland, the planned amount of open space could be increased as part of the preparation of a Plan amendment.

Attachment 4 illustrates the combined parkland and open space area (8.36 acres) provided through the initial planning applications which each project site plan overlaid upon the existing condition aerial photo.

#### On-site Amenities

Each of the projects includes a considerable amount of on-site amenities for their residents. As an illustration of this, the amenities for five of the projects are listed in Attachment 5. Residents will have access to swimming pools, BBQ facilities, co-working space, a variety of lounges, fitness centers, game rooms, etc.

#### Local Context

Calle de Luna will serve as the new 'main street' for the Tasman East neighborhood, including a mix of restaurants and other retail uses. It is also significant that the neighborhood is adjacent to the Related Santa Clara development which will provide ready access to a wide variety of restaurants and other recreational amenities.

#### Reason for Contract Amendment

While the original contract with Perkins + Will was intended to be comprehensive, the first two amendments (Amendment No 1 and Amendment No 2) were necessary to address the need for additional environmental analysis identified through the initial environmental review process and to address changes in CEQA requirements. As the City undertook implementation of the Specific Plan, it further became apparent that modifications to the Plan would be helpful to achieve the City's objective of supporting the near-term development of much needed housing while also maintaining the overall Plan goals and objectives. The current amendment is desirable as it would allow the City to further achieve those goals and objectives by allowing additional residential development within the Plan area. Amendments to Specific Plans are not unusual as issues can be identified through implementation of the Plan that were not anticipated at the beginning of the planning process when the original contract scope was developed. In this case, the success of the Plan and the strong housing market have resulted in an accelerated implementation process and the need to amend the consultant contract to make amendments to the Plan in the near term.

#### ENVIRONMENTAL REVIEW

The Tasman East Specific Plan was analyzed under an EIR adopted and certified by the City Council on November 13, 2018. An addendum to the Environmental Impact Report that provided additional analysis related to the Calle del Sol paseo was prepared in conjunction with Amendment No. 3, which was adopted by the Council on November 17, 2020. A Subsequent Environmental Impact Report (SEIR) that details the changes to the environment based on the expanded scope will be prepared in accordance with the scope of work proposed under this Amendment.

#### FISCAL IMPACT

The project is being funded through the State's Planning Grants program. The proposed amendment was specifically funded by the Planning Grants Program, and the City of Santa Clara was awarded \$310,000 for this purpose (Attachment 6). This is a reimbursable grant, so the following budget

amendment is recommended to appropriate the full grant award. As the City meets deliverables within this grant, staff will apply for reimbursement of costs. The remaining \$35,000 of the grant funding will be used to cover costs related to City-completed Water and Sewer technical reports, recordation fees, mailings, public outreach, and other project expenses.

#### FY 2021/22 Budget Amendment

	Current Budget	Increase / (Decrease)	Revised Budget
Other City Departments Operating Grant Trust Fund			
<u>Revenue</u>			
Grant Funding - State's Planning Grants Program	\$0	\$310,000	\$310,000
<u>Expenditures</u>			
Planning Grants Program	\$0	\$310,000	\$310,000

#### 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. 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 2021/22 budget amendment in the Other City Departments Operating Grant Trust Fund to recognize grant revenue in the amount of \$310,000 and establish a Planning Grants Program appropriation in the amount of \$310,000 (five affirmative council votes required to appropriate additional revenue); and
2. Authorize the City Manager to execute Amendment No. 4 to the Agreement with Perkins + Will for professional services to prepare the Amendment to the Tasman East Specific Plan to allow up to 1,500 additional units in the Tasman East area, along with preparation of the associated environmental clearance by increasing the amount of the agreement by \$275,000 and extending the term of the agreement through June 30, 2022 for a revised not-to-exceed maximum compensation of \$1,461,432.

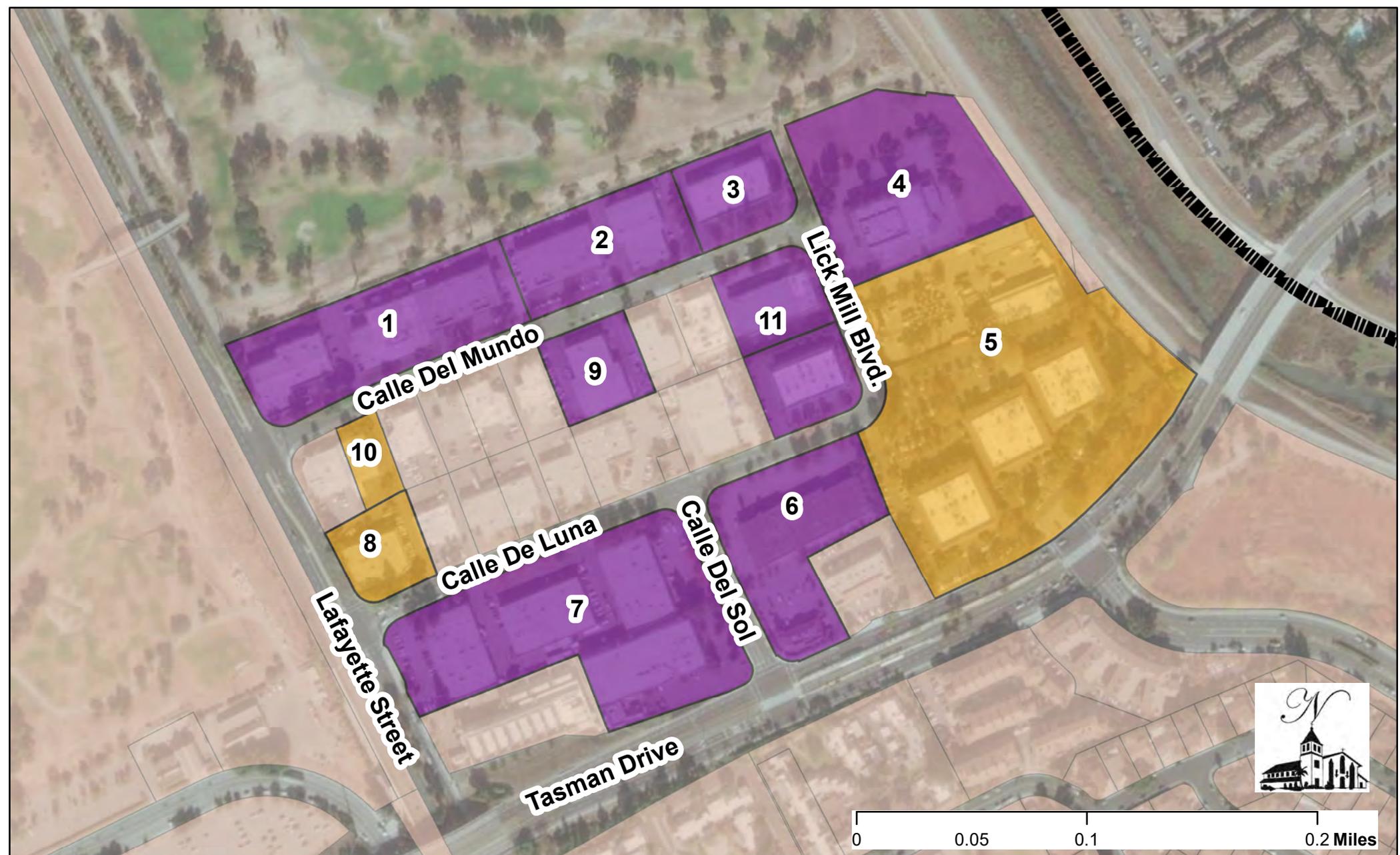
Reviewed by: Andrew Crabtree, Director, Community Development Department

Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. Tasman East St. Anton Project under construction
2. Tasman East Planning Applications
3. Tasman East Specific Plan Open Space Framework Diagram
4. Tasman East Green Spaces
5. Tasman East Project Amenities
6. Amendment No. 4 with Perkins + Will
7. Original Executed Agreement and Agenda Item #13.B
8. Amendment No. 1 and Agenda Item #13.B6
9. Amendment No. 2 and RTC 19-1515
10. Amendment No. 3 and RTC 19-736
11. Planning Grants Program (PGP) Award Letter





## Tasman East Development

- Planning Applications Approved
- Planning Applications on File
- Citylimit

- |  |   |
|--|---|
| <ul style="list-style-type: none"> <li>1. 2343 Calle Del Mundo (SummerHill)</li> <li>2. 2263 Calle Del Mundo (Ensemble)</li> <li>3. 2233 Calle Del Mundo (St. Anton)</li> <li>4. 2200 Calle De Luna (Holland)</li> <li>5. 2101 Tasman Drive (Related)</li> <li>6. 5123 Calle Del Sol (Ensemble)</li> </ul> | <ul style="list-style-type: none"> <li>7. 2300 Calle De Luna (Related)</li> <li>8. 5185 Lafayette Street (Ensemble)</li> <li>9. 2302 Calle Del Mundo (Ensemble)</li> <li>10. 2354 Calle Del Mundo (Ensemble)</li> <li>11. 2225 Calle de Luna &amp;<br/>2232 Calle Del Mundo (Greystar)</li> </ul> |
|--|---|

**DEDICATED PARKLAND  
(MINIMUM 5 ACRES)**

- Hill District 0.85 acre
- Center District 1.0 acre
- River District 2.5 acres  
(Including 0.75 acre easement)
- Bridge District 0.5 acre
- Station District 0.15 acre

+

**PRIVATELY-OWNED OPEN  
SPACE**

- Greenways
- At Grade & Publicly  
Accessible (100% Credit)
- PRIVATE OPEN SPACE  
(50% Credit)

=

**TOTAL 10 ACRES**

Public improvements beyond the site  
not included in 10.0 acres

\* Greenway and Park locations  
depicted are conceptual.

-  Paseo
-  Public Improvement Beyond  
the Site
-  To Be Implemented as  
Development Occurs
-  City Easement
-  Site Boundary



Figure 03-7-3 Open Space Framework



## Tasman East Project Amenities

Amenity	Ensemble Parcel 19	Ensemble Parcel 60/61	Holland	Related Multi-Family	Related Senior Living	Summerhill
Bar / Lounge	X	X	X	X	X	
BBQ Pavilions	X	X	X	X		X
Bike Storage Room & Workshop	X			X		
Bocce Ball Courts				X		
Community Garden (Outdoor)	X			X	X	X
Co-Working Space	X	X	X	X		X
Dining Room (Full Service 3 meals / day)				X	X	
Dining Room (Private)	X	X	X		X	
Dog Run	X	X				X
Fireside Lounge / Fireplace	X	X	X	X	X	X
Fitness Center	X	X	X	X	X	X
Game / Activity / Club Room (pool table, ping-pong, etc.)	X	X	X	X	X	X
Garden Lounge (Indoor/Outdoor)		X		X		
Golf Simulator						X
Juice Bar				X	X	
Kid's Play Room				X		
Kitchen (Demo Kitchen)	X	X	X		X	X
Laundry Room			X		X	
Lawn/grass area	X	X	X			X
Library				X	X	
Living Room	X				X	
Media & Screening Room / TV Lounge	X	X	X	X	X	X
Outdoor Dining/picnic	X	X	X	X	X	
Outdoor Fitness Equipment	X	X		X		
Pet Spa (dog wash)	X	X	X	X	X	
Private Meeting Rooms	X	X		X		
Restaurant retail space	X				X	
Rooftop Sky Terrace	X	X	X	X		
Salon, Full Service					X	
Spa (Sauna, Steam Room and/or Private Treatment Rooms)				X	X	X
Swimming Pool (Spa Deck, Cabanas, etc.)	X	X	X	X	X	X
Theater Room					X	
Yoga Space					X	X

**AMENDMENT NO. 4  
TO THE AGREEMENT FOR SERVICES  
BETWEEN THE  
CITY OF SANTA CLARA, CALIFORNIA,  
AND  
PERKINS + WILL, INC.**

**PREAMBLE**

This agreement (“Amendment No. 4”) is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Perkins + Will, Inc., Delaware corporation (Contractor). City and Contractor may be referred to individually as a “Party” or collectively as the “Parties” or the “Parties to this Agreement.”

**RECITALS**

- A. The Parties previously entered into an agreement entitled “Agreement for Professional Services by and between the City of Santa Clara, California, and Perkins + Will, Inc.”, dated April 29, 2016 (Agreement);
- B. The Agreement was previously amended by Amendment No. 1, dated October 27, 2017, Amendment No. 2 dated February 4, 2019, and Amendment No. 3 dated August 27, 2019, and is again amended by this Amendment No. 4. The Agreement and all previous amendments are collectively referred to herein as the “Agreement as Amended”; and
- C. The Parties entered into the Agreement as Amended for the purpose of having Contractor prepare the Tasman East Specific Plan, and the Parties now wish to amend the Agreement as Amended to prepare an amendment to the approved Tasman East Specific Plan, to draft a Subsequent Environmental Impact Report, to increase the amount of compensation, and to extend the agreement through June 30, 2022, subject to the appropriation of funds.

NOW, THEREFORE, the Parties agree as follows:

**AMENDMENT TERMS AND CONDITIONS**

1. Section 5 of the Agreement as Amended, entitled “Term of Agreement”, is hereby amended to read as follows:

“Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of the Agreement shall begin on the Effective Date of this Agreement terminate on June 30, 2022.”

2. Exhibit A of the Agreement as Amended, entitled "Additional Scope of Services ", is hereby amended to read as shown in Fourth Revised Exhibit A, Scope of Services, attached and incorporated into this Amendment No. 4.
3. Exhibit B of the Agreement as Amended, entitled "Budget for Additional Scope of Services", is hereby amended to read as shown in Fourth Revised Exhibit B, Fee Schedule, attached and incorporated into this Amendment No. 4.
4. Except as set forth herein, all other terms and conditions of the Agreement as Amended shall remain in full force and effect. In case of a conflict in the terms of the Agreement as Amended and this Amendment No. 4, the provisions of this Amendment No. 4 shall control.

The Parties acknowledge and accept the terms and conditions of this Amendment No. 4 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: \_\_\_\_\_

\_\_\_\_\_  
BRIAN DOYLE  
City Attorney

\_\_\_\_\_  
DEANNA J. SANTANA  
City Manager  
1500 Warburton Avenue  
Santa Clara, CA 95050  
Telephone: (408) 615-2210  
Fax: (408) 241-6771

"CITY"

**PERKINS + WILL, INC**  
**A DELAWARE CORPORATION**

Dated: **18 February 2021**

By (Signature): \_\_\_\_\_  
Name: Geeti Silwal *Geeti Silwal*

Title: Principal-in-Charge

Principal Place of Business Address: 2Bryant Street, Suite 300  
San Francisco, CA 94107

Email Address: [geeti.silwal@perkinswill.com](mailto:geeti.silwal@perkinswill.com)

Telephone: (415) 856-3000

Fax: (415) 856-3001

"CONTRACTOR"

## FOURTH REVISED EXHIBIT A SCOPE OF SERVICES

The additional services to be performed for the City of Santa Clara (“City”) by the Contractor under this Amended Agreement are set forth below. The additional services include contributions from Perkins & Will (Contractor) and the following subcontractors: BKF, Fehr & Peers, David J. Powers & Partners, and Strategic Economics.

### **1. Perkins & Will shall provide the following services:**

- 1.1. Task 1: Contractor will make any necessary edits to the Specific Plan Report, including any changes from Fehr & Peers (F+P) and David J. Powers & Partners (DJP&A).
- 1.2. Task 2: Contractor will provide overall management of consultant team and client interface (for approximately 52 weeks, which DJP&A states is the required duration for subsequent Environmental Impact Report).
- 1.3. Task 3: Contractor will evaluate the impacts on urban form of an increase of up to 1,500 units on properties within the site boundary that have not yet been included in the known ‘pipeline’ projects of developers, either on file or pending applications. This Task 3 deliverable may be included within the Specific Plan Report; or it may be maintained as a separate document for the benefit of CSC Staff to understand the dynamics of development opportunities and the impacts of the potential consolidation of properties.
  - 1.3.1. Contractor will build an ‘existing conditions’ base model, including 3D modeling, of the 3,949 residential units in the planning pipeline (based on information provided by City staff or the proponents), plus all other existing buildings.
  - 1.3.2. Contractor will investigate various scenarios, specific below, for how the remaining units might be accommodated on site, in compliance with the approved design controls (tower separation, densities, etc.) in the Specific Plan Report.
    - With no further consolidation of properties (this approach may not even yield 6,000 units because of the size of the non-consolidated properties, but it will provide a new ‘benchmark’ of how much development could be anticipated if each property owner redeveloped independently)
    - With modest consolidation of properties
    - With widespread consolidation of properties
  - 1.3.3. Contractor shall prepare visuals for review and comment by City staff and optional City Council study session.
  - 1.3.4. Contractor will incorporate City feedback and finalize deliverables, showing a realistic range of options for how development may occur.

1.3.5. Contractor will develop any necessary additional massing controls and building design guidelines to ensure additional development will be compliant with the City's expectations.

**2. BKF Scope of Services**

2.1. See Appendix A.1 incorporated herein.

**3. Fehr & Peers Scope of Services**

3.1. See Appendix A.1 incorporated herein.

**4. David J. Power & Associates (DJP&A) Scope of Services**

4.1. See Appendix A.1 incorporated herein.

4.2. Assumptions by DJP&A:

4.2.1. Given that this EIR will be focused on issues related to the development increase DJP&A only assumed one Administrative Draft EIR and then a Screencheck version prior to printing, to reduce the overall schedule.

4.2.2. DJP&A have allowed 10 weeks for the TIA after the City approves the trip generation assumptions (approximately four (4) months total).

**5. Strategic Economics Scope of Services**

5.1. Per correspondence with City staff, the market study and fiscal impact analysis do not need to be updated for this project. In the absence of a clearly defined scope of services Strategic Economics will be available on-call for advisory services to City staff and other members of the design team. This would potentially include qualitative assessment and guidance regarding potential changes to the plan area's mix of land uses and their locations. Any on-call work would be funded from the project contingency and be subject to prior approval from City staff.

## **Exhibit A Appendix A.1 Subcontractor Scope of Services**

### **1. BKF Scope of Services**

#### **Task 1: Evaluate Infrastructure Impacts**

Scope of Work: BKF will meet with City of Santa Clara Water and Sewer Utilities Department, Silicon Valley Power, and PG&E to update existing conditions that may have changed since 2017. This research will include documenting any known upgrades to downstream sewer mains and pump stations that have been implemented or are planned, as well as improvements to the transmission and distribution systems for gas, water and electricity. Additionally, BKF will update documents prepared in 2017 to add 1,500 residential units to the proposed development scenarios and make recommendations for potential infrastructure upgrades or future analyses that may be required to accommodate the projected demands. The updated documents will include sewer and water demand projections that can be used by City Staff to prepare a Water Supply Assessment and perform further hydraulic analyses in-house as-needed.

35 Estimated Hours

### **2. Fehr & Peers Scope of Services**

#### **TASK 1: SPECIFIC PLAN UPDATE**

Fehr & Peers will work with the Perkins + Will team to update relevant sections of the Tasman East Specific Plan. Based on discussions with the City, Fehr & Peers understand there is a desire to update select portions of the specific plan, potentially including parking, TDM, street layout, and related circulation policies. Fehr & Peers have allocated up to 48 hours for this task.

#### **TASK 2: TRANSPORTATION IMPACT ANALYSIS**

Fehr & Peers will prepare a Transportation Impact Analysis (TIA) for use in the Specific Plan EIR.

The operations of up to 20 intersections and 20 freeway segments will be evaluated during the weekday morning (AM) and evening (PM) peak hours for the scenarios as shown below. If the project size is large enough such that more than 20 intersections could potentially be impacted and the City determines there

is a need to include additional intersections, Fehr & Peers will analyze more intersections for an additional fee.

- Scenario 1:** *Existing Conditions* - Existing volumes obtained from counts representing peak traffic conditions during the morning and evening commute periods, plus previously approved trips from the current version of the Tasman East Specific Plan.
- Scenario 2:** *Background Conditions* - Existing volumes plus traffic from approved but not yet constructed and unoccupied developments in the area, including Phases 1-3 of City Place and previously approved trips from the current version of the Tasman East Specific Plan.
- Scenario 3:** *Background Plus Project Conditions* - Background volumes from Scenario 2 plus project traffic.
- Scenario 4:** *Cumulative No Project Conditions* – Fehr & Peers will use VTA’s model refined for the proposed City Place Project, which includes approved trips from the current version of the Tasman East Specific Plan.
- Scenario 5:** *Cumulative Plus Project Conditions* – Scenario 4 volumes plus traffic generated by the Project.

Fehr & Peers will use the VTA Transportation Impact Analysis Guidelines and the TRAFFIX software package to analyze transportation impacts and intersection operations. Freeway segments will be analyzed in accordance with VTA guidelines. The TIA will also address potential impacts to transit service, bicycle activity, and pedestrian activity.

### **Task 2.1: Initial Trip Generation Estimates, Data Collection and Evaluation of Existing Conditions**

Under this task, Fehr & Peers will develop vehicle trip generation estimates, along with trip distribution, and trip assignment for the proposed project. Initial project vehicle trip generation estimates, distribution patterns, and assignments will be submitted to City staff for review and will be refined if necessary to respond to their comments.

Once the final scope is approved by the City, Fehr & Peers will compile and review the available background documents relevant to the study area. Fehr & Peers will collect the following information for transportation facilities within the project area:

**Motor Vehicle Traffic:** Fehr & Peers has budgeted for analysis of up to 20 intersections and 20 freeway segments, to be confirmed by the City once initial

trip generation estimates are developed. The final set of intersections and freeways segments will be selected based on consultation with the City. Due to the current COVID pandemic, Fehr & Peers will not conduct new traffic counts at any new intersections. Instead, Fehr & Peers will use previous counts provided by the City and apply a reasonable growth factor to estimate traffic volumes that would exist under ordinary, non-pandemic conditions.

This task includes a site visit to observe peak hour transportation operations, obtain lane configurations, and other site specifics such as physical characteristics of the site and the surrounding transportation network.

**Transit, Pedestrian and Bicycle Conditions:** Fehr & Peers will also update the description of existing transit service, bicycle conditions and pedestrian conditions in the vicinity of the Specific Plan.

### **Task 2.2: Evaluate No Project Conditions**

Fehr & Peers will evaluate a No Project scenario under Background and Cumulative Conditions. Volumes for Background Conditions will be derived accounting for approved, but not yet constructed projects in the Plan area.

Volumes for Cumulative Conditions will be obtained from the City Place version of the VTA's travel demand model. The City Place version of the VTA travel demand model has been validated and calibrated.

### **Task 2.3: Evaluate Project Conditions**

Fehr & Peers will adjust the volumes developed in the Background and Cumulative No Project scenario to account for improvements to circulation and transportation demand management strategies from the Project. Once estimates of vehicle trip generation have been developed, the directions of approach and departure of trips will be estimated based on the locations of complementary land uses, existing travel patterns in the area, and proposed modifications of the roadway network. The project vehicle trip generation estimates, distribution pattern, and assignments will be refined to respond to comments received from City staff. Intersection LOS calculations will be conducted to estimate the LOS of the study locations during the AM and PM peak hours after completion of the proposed project.

### **Task 2.4: VMT Analysis**

VMT has been adopted as a statewide metric for evaluating project transportation impacts in accordance with SB 743 and guidance prepared by the Governor's Office of Planning and Research (OPR). VMT is presumed to be less than

significant due to the Specific Plan area's proximity to high-frequency transit; as a result Fehr & Peers will not conduct a quantitative analysis of VMT but will instead qualitatively discuss why VMT effects are expected to be less than significant.

VTA's new VMT Evaluation Tool will be used to support the qualitative assessment and confirm the Specific Plan area meets eligible VMT screening criteria. A more detailed quantitative analysis of VMT effects can be completed as an optional task.

### **Task 2.5: Transit Delay Analysis for Buses and Rail Routes**

Fehr & Peers will conduct a transit delay analysis for buses and rail routes in the vicinity of the Specific Plan. For the purposes of this task, transit network performance will be analyzed during the AM and PM peak hour based on the average transit vehicle delay associated with congestion at signalized intersections along a specified corridor with and without the Project.

The change in average transit vehicle delay will be determined using the following process:

- Review Traffix analysis software output for intersection delay. The average delay, by movement, at each intersection within a study corridor in the transit vehicle path of travel will be determined.
- The transit vehicle average delay due to congestion at intersections will be determined by summing the movement delay for each signalized intersection along the study transit corridor. The effects of transit signal priority or preemption will not be considered.
- Without and With Project average transit vehicle delay associated with congestion at intersections will be compared. Note that the transit vehicle dwell time at transit stops is not included in the analysis.

The City of Santa Clara and the VTA do not have documented standards related to transit corridor performance associated with congestion resulting from new development projects. The agencies also do not have a documented method for determining which transit corridors should be analyzed. For purposes of this study, the following routes within one mile of the Specific Plan area and that have full day service with a frequency of 30 minutes or less will be analyzed:

- VTA Orange Line – Tasman Drive: North First Street to Great America Parkway
- VTA Green Line – Tasman Drive: North First Street to Great America Parkway

- Route 57 – Great America Parkway: Mission College Boulevard to Tasman Drive
- Route 59 – Great America Parkway: Mission College Boulevard to Tasman Drive

Potential mitigation measures will consider improvements such as increased transit service frequencies, improved pedestrian/bicycle access, and other improvements to enhance transit travel and reduce conflicts with general automobile traffic.

A transit capacity analysis is neither required as part of the VTA TIA Guidelines, nor is in the latest Governor's Office of Planning and Research (OPR) guidance. As a result this task will focus primarily on transit delay, rather than transit capacity. However, given the nature of the Specific Plan and its proximity to transit, Fehr & Peers propose to qualitatively evaluate the Project's effect on transit capacity at the Great America station, although this may not be identified as a Project impact.

### **Task 2.6: Identify Significant Operational Impacts, Recommend Mitigation Measures**

The results of the analysis for the Project will be compared to the results for the corresponding No Project Conditions for the scenarios as described above to identify roadway impacts. Significant transportation impacts will be identified based on the City of Santa Clara's non-CEQA operational standard and in keeping with current state of the practice. If significant operational impacts are identified, Fehr & Peers will recommend feasible mitigation measures, such as TDM strategies and other innovative methods.

A morning and evening left-turn queuing evaluation will be conducted under Existing and Background Conditions at impacted intersection locations. Specifically, Fehr & Peers will compare the 95th percentile queues from TRAFFIX output between the appropriate No Project and Plus Project scenarios. This analysis will be conducted for up to ten movements at locations where the project adds enough traffic that available storage may need to be modified. Per TIA guidelines, the queuing evaluation is required for only the near-term analysis and will not be conducted for Cumulative Conditions.

A freeway ramp queuing analysis will be conducted for freeway ramp intersections to confirm that project trips will not result in queue backups to the project mainline or require modifications to ramp metering rates. Ramp analysis will be conducted for all study intersections with on- or off-ramps and will be evaluated for Existing and Background scenarios. Queue lengths will be reported based on Traffix analysis outputs only; no additional analysis of queuing using other traffic analysis software programs is assumed to be part of this task.

The effect of the project on transit, bicycle, and pedestrian facilities will be evaluated in terms of conflicts with existing or planned facilities or creation of hazardous conditions for bicyclists or pedestrians. Similarly, Fehr & Peers will ensure efficient linkages with existing and potential future transit, bicycle and pedestrian facilities. Fehr & Peers will present specific mitigation measures that ensure adequate pedestrian, bicycle, transit, and automobile circulation within the project site and integration with the area's existing facilities.

### **Task 2.6: Documentation**

Fehr & Peers will document our findings in a report that will include text, graphics, and tables to describe study analysis methods and results, the potential impacts of the proposed project, and corresponding mitigation measures. Fehr & Peers will submit one hard copy of the Administrative Draft TIA report and one separately bound appendix, plus one electronic version for review by the City. This scope assumes up to 24 staff hours to respond to all comments on the Administrative Draft TIA report and prepare the Draft TIA.

Fehr & Peers will submit the Draft TIA report and Appendix for review by the City, VTA, and other agencies as applicable. This scope assumes up to 16 staff hours to respond to comments on the Draft TIA report received from the City of Santa Clara. Once the comments have been incorporated, Fehr & Peers will produce a Final TIA report and submit one hard copy and one electronic copy to City staff. Each copy will have the report and appendices bound separately.

#### *Deliverables:*

- Administrative Draft Transportation Impact Analysis
- Agency Draft Transportation Impact Analysis
- Final Transportation Impact Analysis Chapter/Appendix for the Draft EIR

### **Task 2.7: Response to Comments**

Fehr & Peers will prepare response to comments received during the public review period regarding transportation and circulation.

#### *Deliverables:*

- Response to comments in written form

## **TASK 3: EIR CERTIFICATION AND ADOPTION**

Fehr & Peers will assist with updates to the TIA to be included in the Final EIR based off comments received in Task 2 as well as changes adopted by either the Planning Commission or City Council.

### *Deliverables:*

- Updated/Revised Transportation Impact Analysis Chapter/Appendix for the Final EIR

### TASK 4: MEETINGS

Fehr & Peers will participate in up to 6 project team conference calls as part of this task. Fehr & Peers will also attend up to 2 public hearings as part of Specific Plan adoption.

### **3. David J. Powers and Associates (DJP&A) Scope of Services**

Per California Environmental Quality Act (CEQA) Guidelines Section 15162, 15163, and 15164, when an EIR has been certified for a project, no subsequent EIR shall be prepared for that project unless the lead agency determines that substantial changes to the project or circumstances under which the project is undertaken would result in new or greater significant impacts than previously disclosed in the certified EIR.

Modifications to the TESP may have significant impacts on air quality, greenhouse gas emissions, noise, and transportation. These resource sections will be addressed in a Subsequent EIR (SEIR), as described below.

#### [Preparation of the Subsequent EIR](#)

#### **Kick-Off Meeting and Subsequent EIR Initiation**

DJP&A will attend one SEIR kick-off meeting with the City and the project team to discuss the project, further refine the SEIR scope as needed, identify alternatives, and coordinate the scheduling and preparation of the SEIR.

#### **Project Description and Notice of Preparation**

DJP&A will draft a project description and provide it to the City and Perkins + Will to review for accuracy. The project description will be based on project information to be provided by Perkins + Will. A preliminary list of project information needed is included on page 8 of this scope of work. Once the project description is finalized, DJP&A will prepare the SEIR NOP.

DJP&A will prepare the NOP for circulation by the City of Santa Clara. The NOP will include a brief project description, project location map, and discussion of potential environmental effects of the project. This scope includes DJP&A attendance at one public scoping meeting for the project. The text of the SEIR will incorporate relevant issues raised in the responses to the NOP received during the 30-day NOP circulation period.

## **Initial Study**

DJP&A will prepare an Initial Study which will be incorporated in the SEIR as an appendix to focus the SEIR on potentially significant issues pursuant to CEQA Guidelines Section 15178. The significant issues are discussed further below.

## **Preparation of Administrative Draft Subsequent EIR**

DJP&A will prepare a SEIR consistent with the requirements of CEQA and the City of Santa Clara. The SEIR will include an introduction, summary, project description, environmental setting, discussion of environmental impacts, and mitigation measures to reduce significant impacts. The primary issues anticipated to be addressed in the SEIR are air quality, greenhouse gas emissions, noise, and transportation, as described

### Introduction

The introduction to the SEIR will describe the purpose of the SEIR, provide a general overview of the CEQA process, and describe the public participation process and opportunities for input.

### SEIR Summary

A summary of the SEIR will include a brief description of the proposed project and identify the impacts of the project and proposed mitigation measures in tabular format. The summary will also briefly describe the project alternatives and address any known areas of public controversy.

### Project Description

The SEIR will include a project description identifying the revised development totals anticipated in the Plan Area. The project description will also include a list of project objectives, necessary discretionary actions, and decision-making agencies. Maps and graphics will be provided to illustrate the text.

### Existing Environmental Setting, Impacts, and Mitigation Measures

The Administrative Draft SEIR will discuss those resource areas found to be potentially significant in the Initial Study analysis and/or those areas required to be included in the SEIR. The SEIR will provide: 1) a detailed description of the existing environmental setting; 2) impacts that may result from the proposed project; and 3) feasible mitigation measures to avoid or reduce impacts to a less than significant level. A discussion of the project's consistency with applicable plans and policies will be included with particular attention given to inconsistencies, if any are identified.

Based upon DJP&A current understanding of the project, DJP&A anticipate the key environmental issues for the project will include the following resources:

Amendment No. 4 to Agreement/Perkins + Will, Inc./Fourth Revised Exhibit A-Appendix A.1  
Rev. 10/25/2019

- **Air Quality** – The SEIR will evaluate air quality impacts from construction and operational emissions. Under contract with DJP&A, an air quality and greenhouse gas (GHG) assessment will be completed by Illingworth & Rodkin, Inc. (I&R) to assess impacts related to the proposed project. Construction air quality impacts associated with the project will be addressed by predicting construction period regional criteria pollutant emissions. The latest version of the CalEEMod model will be used to quantify emissions. New sensitive receptors would be placed near sources of toxic air contaminants (TACs) and fine particulate matter (PM2.5). The previous air quality assessment will be updated using screening data provided by the Bay Area Air Quality Management District (BAAQMD). The SEIR will identify existing sources of TACs and PM2.5 in the TESP area and their concentrations. These levels will be compared against BAAQMD CEQA thresholds (i.e., cancer risks of 10 cases per one million).
- **Greenhouse Gas Emissions** – GHG emissions would be computed using the CalEEMod model that is recommended by BAAQMD, as described above for air quality emissions. Default inputs for the Bay Area would be used in the model along with local information regarding transit, pedestrian, and bicycle modes of travel that would replace vehicle trips. The CalEEMod model would compute annual emissions that include traffic and indirect sources such as natural gas, electricity use, water usage, and generation of solid waste that is stored in landfills. The change in emissions compared with existing land uses assumptions would be evaluated. According to the latest version of the BAAQMD CEQA Air Quality Guidelines, GHG impacts from General Plans should be evaluated based on emissions per capita. The GHG analysis would work with City staff to develop a GHG per capita emission threshold, since plan development is anticipated to occur beyond 2020, where the BAAQMD thresholds become obsolete.
- **Noise** – The project proposes to increase the number of dwelling units and office space in the TESP area. I&R will prepare a brief noise memo which will calculate noise generated by construction activities and project-generated traffic at nearby sensitive land uses. The SEIR will assess the impacts of project construction and operation on residences in the vicinity of the Plan Area.
- **Transportation** – Modifications to the project would increase potential peak hour project-generated trips. Under contract with Perkins + Will, Fehr & Peers will prepare a Vehicle Miles Traveled (VMT) analysis per Senate Bill 743. Additionally, Fehr & Peers will update the Traffic Impact Analysis that was prepared previously for the plan area. The SEIR will analyze, at a program-level, impacts from any transportation improvements required for the project.

Pursuant to CEQA, the SEIR will also include a discussion of cumulative impacts; alternatives; growth inducing impacts; significant, unavoidable impacts; significant

irreversible environmental changes; references; and lead agency and consultants. Upon completion of the Administrative Draft Subsequent EIR, DJP&A will submit up to five hard copies of the document to the City for review and comment.

#### Draft Subsequent EIR and Notice of Completion

#### **Revision of Administrative Draft Subsequent EIR/Preparation of Draft Subsequent EIR**

Once the City provides DJP&A with comments on the Administrative Draft Subsequent EIR, DJP&A will revise the document and submit an electronic copy of the Screencheck Draft SEIR to the City for final review and comment. DJP&A will make any final revisions to the Screencheck Draft SEIR and prepare the Draft SEIR for public circulation. DJP&A will provide the City with up to 20 hard copies of the Draft SEIR for public distribution, a PDF of the document for posting on the City's website, as well as 15 CDs for the State Clearinghouse.

#### **Notice of Completion**

DJP&A will prepare the Notice of Completion (NOC), in accordance with the CEQA and City of Santa Clara requirements. The NOC will include a brief description of the project, the project location, and will state where copies of the Draft SEIR are available for review. DJP&A will submit an electronic draft of the NOC to the City for review and comment. DJP&A will revise and finalize the NOC based on City comments. DJP&A will transmit the NOC and copies of the Subsequent EIR to the State Clearinghouse on behalf of the City. This scope assumes the City will prepare a Notice of Availability and file it with the County Clerk.

#### Final Subsequent EIR, Mitigation Monitoring and Reporting program, and Other Related Items

#### **Preparation of Final Subsequent EIR**

Upon completion of the 45-day Draft SEIR circulation period, DJP&A will prepare an Administrative Draft Final SEIR. The Final SEIR will contain the following:

- List of persons and agencies who commented on the Draft SEIR;
- Responses to comments on the Draft SEIR;
- Revisions to the SEIR text, as necessary; and
- Copies of letters received on the Draft SEIR.

This scope of work assumes approximately 20 hours of Principal Project Manager time and 40 hours of Project Manager time to respond to comments. If additional effort is required to respond to the comments, it can be completed on a time and materials basis, in accordance with the fee schedule.

An electronic copy of the Administrative Draft Final SEIR will be submitted to City Staff for review. The document will be revised per the comments received, and DJP&A will provide up to 35 copies of the Final Subsequent EIR to the City for public distribution. DJP&A will also provide the City with a PDF of the document for posting on the City's website.

### **Preparation of Mitigation Monitoring and Reporting Program**

DJP&A will prepare a draft MMRP for the project. The MMRP will summarize the mitigation measures identified, when mitigation measures will be implemented, who will be responsible for implementation, and who will provide oversight. DJP&A will submit a draft of the MMRP for the City's use with the Screencheck SEIR.

### **Findings**

Although DJP&A are not attorneys and do not prepare legal findings, DJP&A will assist City Staff and the City Attorney in compiling information from the SEIR for findings required under CEQA Guidelines Section 15091, if requested to do so.

### **Notice of Determination**

DJP&A will prepare a Notice of Determination (NOD), in accordance with CEQA and City of Santa Clara requirements. The NOD will include a brief project description, date of project approval, determination of the project's environmental effects, mitigation measures and conditions of approval, statement whether overriding considerations were adopted, and the location where the Final SEIR and record of project approval may be examined.

DJP&A will submit an electronic copy of the draft NOD for the City's review. Based on comments received from the City, DJP&A will revise and finalize the NOD. An electronic copy of the finalized NOD will be submitted to the City.

## **Meetings and Hearing Attendance, Project Management**

### **Attendance of Meetings and Hearings**

This scope of work includes DJP&A attendance at up to two project meetings and two public hearings (e.g., one Planning Commission hearing and one City Council hearing). DJP&A can attend additional public hearings or meetings requested on a time and materials basis.

### **Project Management**

DJP&A will provide project management, contract administration, and coordination with the City and project team throughout the SEIR process. The DJP&A Project Manager will coordinate with the City on a regular basis using email and telephone communications.

## Estimated Schedule

DJP&A proposes the following optimum schedule for preparation of the SEIR. DJP&A can commit to maintain the schedule in the areas that are within DJP&A control. Completion of the Subsequent EIR, as outlined in the schedule below, is based upon receipt of project information listed on the following page in accordance with the schedule. Delays in receiving requested information or responses by others will result in at least day-for-day delays in the overall schedule.

<b>Task</b>	<b>Duration of Task</b>	<b>Time Elapsed</b>
1. DJP&A receives authorization to proceed and requested project information	---	1 day
2. DJP&A completes project description and submits to Perkins + Will for review	1 week	Week 1
3. DJP&A receives comments on the project description from Perkins + Will and completes revisions	1 week	Week 2
4. Project Kick-Off Meeting	--	Week 2
5. DJP&A completes notice of preparation (NOP) and submits to City for review	1 week	Week 3
6. Fehr & Peers submits trip generation estimates to City for approval	2 weeks	Week 2
7. City completes review of NOP and provides comments to DJP&A	2 weeks	Week 5
8. DJP&A completes revisions to NOP based on City comments	0.5 week	Week 5
9. City approves trip generation estimates	4 weeks	Week 6
10. NOP circulation	4 weeks	Week 9
11. I&R completes air quality and GHG and noise analysis (4 weeks after traffic data is available)	6 weeks	Week 12
12. Fehr & Peers completes VMT/Traffic Impact Analysis	10 weeks	Week 16
13. City staff completes Sanitary Sewer Capacity Analysis	10 weeks	Week 16

<b>Task</b>	<b>Duration of Task</b>	<b>Time Elapsed</b>
14. City staff completes Water Supply Assessment*	13 weeks	Week 19
15. Preparation and Submittal of the Administrative Draft Subsequent EIR*	4 weeks	Week 23
16. Review of Administrative Draft Subsequent EIR by City Staff	5 weeks	Week 28
17. DJP&A Revises Administrative Draft Subsequent EIR, Prepare Screencheck	3 weeks	Week 31
18. Review of Screencheck Subsequent EIR by City Staff	2 weeks	Week 33
19. DJP&A Revises Screencheck Subsequent EIR and Print Subsequent EIR for Circulation	1 week	Week 34
20. Draft Subsequent EIR Circulates for 45-day Public Review	6 weeks	Week 40
21. DJP&A Prepares Administrative Draft Final Subsequent EIR	3 weeks	Week 43
22. City Staff Reviews Administrative Draft Subsequent EIR	3 weeks	Week 46
23. DJP&A Revises and Submits Screencheck Subsequent EIR	2 weeks	Week 48
24. City Staff Reviews and Approves Screencheck Final Subsequent EIR	1 week	Week 49
25. DJP&A Revises Screencheck Subsequent EIR and Prints Subsequent EIR for Circulation	1 week	Week 50
26. City Circulates Final Subsequent EIR for 10 days	1.5 weeks	Week 52
Total	+/-	
* Preparation of the Water Supply Assessment and the Sanitary Sewer Capacity Analysis can be done concurrently. The timing of the start of the analyses is contingent on other projects in the queue.		

## Project Information Required

DJP&A scope and schedule are based on the assumption that DJP&A will receive the below project information concurrent with the authorization to proceed.

Perkins + Will shall provide DJP&A any and all revisions to the TESP/project description in a timely manner. If DJP&A submits an environmental review document based upon an obsolete project description, the environmental review schedule and potentially DJP&A's budget may increase, due to additional time required to revise the document and the need for possible updates to technical reports.

## Plans (in PDF)

- Revised TESP pages

## Project Details

- Written description of the project, including maximum development assumptions
- Utility improvements (if any)
- Right of way improvements (if any)
- Project objectives

## Technical Reports

- Traffic Impact Analysis
- Water Supply Assessment
- Water Hydraulic Modeling Analysis
- Sanitary Sewer Hydraulic Modeling and Capacity Analysis

**Fourth Revised Exhibit B  
Fee Schedule**

**1. Fees**

1.1. For the additional services described in the Fourth Revised Exhibit A, the cost of said services are as follows:

<b>Contractor</b>	<b>Amount</b>
Perkins + Will	\$52,000
Fehr & Peers	\$106,000
BKF	\$6,500
Strategic Economics	On-Call <sup>1</sup>
David J. Powers & Associates	\$84,984
<b>SUBTOTAL AMENDMENT NO. 4</b>	<b>\$249,484</b>
Contingency	\$25,516
<b>TOTAL AMENDMENT NO. 4</b>	<b>\$275,000</b>
Original Agreement Not-To-Exceed	\$759,425
Amendment No. 1	\$194,870
Amendment No. 2	\$186,587
Amendment No. 3	\$45,550
<b>REVISED NOT-TO EXCEED AMOUNT</b>	<b>\$1,461,432</b>

<sup>1</sup>Strategic Economics services are on-call and should their services be required any payments would come from the contingency amount.

**2. MAXIMUM COMPENSATION**

2.1. The maximum compensation the City will pay Contractor for all services provided under this Agreement shall not exceed **One Million Four Hundred Sixty-One Thousand Four Hundred Thirty-Two Dollars (\$1,461,432)** during the Term of the Agreement.



**Date:** April 19, 2016

**To:** City Manager for Council Action

**From:** Acting Director of Planning and Inspection

**Subject:** Professional Services Agreement with Perkins + Will, Inc. to Prepare the Tasman East Focus Area Plan and Environmental Impact Report (EIR)

### **EXECUTIVE SUMMARY**

Development of the Tasman East Focus Area Plan is one of the Council's current Strategic Objectives towards the goal of promoting economic and housing development. A prerequisite for implementing the 2015-2023 Phase II land use designations of the General Plan requires development of a plan for the Tasman East Focus Area, an older industrial area slated for residential redevelopment. The Tasman East Focus Area is located to the northeast of Levi's Stadium, generally bounded by Tasman Drive, Lafayette Street, the Guadalupe River, and the Santa Clara Municipal Golf Course. The Tasman East Focus Area has a number of locational advantages: proximity of the area to both light and heavy rail, the City Place project, Levi's Stadium and the surrounding employment area. In addition, the building stock in the plan area, consisting largely of one-story concrete tilt-ups, is starting to reach obsolescence, and is ripe for redevelopment.

The proposed agreement with Perkins + Will, Inc. will provide for the preparation of the comprehensive plan for adoption along with the associated Environmental Impact Report (EIR), which is currently anticipated for completion by June, 2017, at a cost not exceeding \$759,425.00.

The City of Santa Clara conducted a competitive Request for Proposals (RFP) process to select a consultant firm. A total of nine firms responded to the RFP process. The recommended firm, Perkins + Will, Inc. is a global architecture and planning firm, based locally in San Francisco. They demonstrated a strong understanding of the City's need for an Area Plan that will both help create a vision for one of the densest residential neighborhoods in the City, and that will equitably divide responsibilities for parkland and infrastructure among multiple property owners who could have differing timelines for development.

The City's objective is to create a Focus Area Plan that helps to streamline entitlements for individual projects by helping to ensure certainty in the development review process. Design guidelines that give developers clear direction for form, massing, and relationship to the public realm will be one of the plan elements to help ensure development certainty.

As part of the Focus Area planning process, the environmental impacts of redeveloping 45 acres of existing industrial land will be analyzed at a project level. The resulting environmental document can be used by developers for environmental clearance of their individual development proposals, which will further facilitate redevelopment of the area.

## **ADVANTAGES AND DISADVANTAGES OF ISSUE**

The policies, guidelines, and illustrations in the comprehensive plan will provide policy guidance for development in the Tasman East focus area, which will in turn help articulate and enhance the City's identity. The plan will facilitate the redevelopment of this area. No disadvantages have been identified.

## **ECONOMIC/FISCAL IMPACT**

The total of this Perkins + Will, Inc. agreement is not to exceed \$759,425.00. Prior to the execution of this agreement, it was estimated the overall funds needed would be \$750,000.00. The \$750,000.00 is currently available in the Tasman East Focus Area Plan Project 539-5523-6544. To cover the \$9,425.00 balance of the Perkins + Will, Inc. agreement, an amount of \$10,000.00 is requested to be transferred from the General Plan Update Capital Improvement Project (CIP) to the Tasman East Focus Area Plan Project.

An estimated cost of \$10,000.00 for document printing and distribution also needs to be budgeted. An additional \$10,000.00 is requested to be transferred from the General Plan Update Capital Improvement Project (CIP) to the Tasman East Focus Area Plan Project to cover this cost.

Therefore, a combined \$20,000.00 is requested to be transferred to the Tasman East Focus Area Plan Project. This results in a total budget of \$770,000.00, covering the Perkins + Will agreement amount not to exceed \$759,425.00 and the \$10,000.00 document printing and distribution cost.

Because private entities have expressed interest in processing planning entitlements for their project sites as a result of the Focus Area plan and EIR, staff anticipates entering into reimbursement agreements with each of those stakeholders once individual development applications are filed. The reimbursement agreement would require private entities to reimburse the City's cost of the preparation of the Focus Area plan and EIR for the plan area. This arrangement would likely result in substantial savings for developers compared to preparing individual General Plan Amendments and environmental documents for each project within the plan area.

//

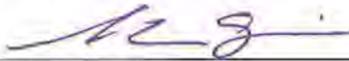
//

//

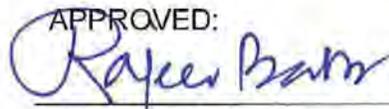
**RECOMMENDATION**

That the Council:

1. Approve a transfer of \$20,000.00 of appropriations from the General Plan Update CIP Project (539-5523-80100-6520) to the Tasman East Focus Area Plan Project (539-5523-80100-6544); and
2. Approve and authorize the City Manager to execute a Professional Services Agreement with Perkins + Will Inc. to prepare the Tasman East Focus Area Plan and Environmental Impact Report (EIR) at a cost not to exceed \$759,425.00.

  
\_\_\_\_\_  
Sharon Goei  
Acting Director of Planning and Inspection

Certified as to Availability of Funds:  
539-5523-80100-6544 \$ 750,000.00 *CS*  
539-5523-80100-6520 \$ 20,000.00 *CS*

APPROVED:  
  
\_\_\_\_\_  
RAJEEV BATRA  
Acting City Manager

  
\_\_\_\_\_  
*CS* Gary Ameling  
Director of Finance/ Assistant City  
Manager  
**FIVE COUNCIL VOTES**

*Documents Related to this Report:*

- 1) *Professional Services Agreement with Perkins + Will, Inc.*

**AGREEMENT FOR PROFESSIONAL SERVICES  
BY AND BETWEEN THE  
CITY OF SANTA CLARA, CALIFORNIA,  
AND  
PERKINS + WILL, INC.**

**PREAMBLE**

This agreement for the performance of services (“Agreement”) is by and between Perkins + Will, Inc., a Delaware corporation, with its principal place of business located at 2 Bryant Street, Suite 300, San Francisco, CA 94105 (“Contractor” or “Consultant”), 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 (“City”). City and Contractor may be referred to individually as a “Party” or collectively as the “Parties” or the “Parties to this Agreement.”

**RECITALS**

- A. City desires to secure professional services more fully described in this Agreement, at Exhibit A, entitled “Scope of Services”; and
- B. Contractor represents that it, and its subcontractors, if any, have the professional qualifications, expertise, necessary licenses and desire to provide certain goods and/or required services of the quality and type which meet objectives and requirements of City; and,
- C. The Parties have specified herein the terms and conditions under which such services will be provided and paid for.

The Parties agree as follows:

**AGREEMENT PROVISIONS**

**1. EMPLOYMENT OF CONTRACTOR.**

City hereby employs Contractor to perform services set forth in this Agreement. To accomplish that end, City may assign a Project Manager to personally direct the Services to be provided by Contractor and will notify Contractor in writing of City’s choice. City shall pay for all such materials and services provided which are consistent with the terms of this Agreement.

**2. SERVICES TO BE PROVIDED.**

Except as specified in this Agreement, Contractor shall furnish all technical and professional services, including labor, material, equipment, transportation, supervision and expertise (collectively referred to as “Services”) to satisfactorily complete the work required by City at his/her own risk and expense. Services to be provided to City are

more fully described in Exhibit A entitled "SCOPE OF SERVICES." All of the exhibits referenced in this Agreement are attached and are incorporated by this reference.

**3. COMMENCEMENT AND COMPLETION OF SERVICES.**

- A. Contractor shall begin providing the services under the requirements of this Agreement upon receipt of written Notice to Proceed from City. Such notice shall be deemed to have occurred three (3) calendar days after it has been deposited in the regular United States mail. Contractor shall complete the Services within the time limits set forth in the Scope of Services or as mutually determined in writing by the Parties.
- B. When City determines that Contractor has satisfactorily completed the Services, City shall give Contractor written Notice of Final Acceptance. Upon receipt of such notice, Contractor shall not incur any further costs under this Agreement. Contractor may request this determination of completion be made when, in its opinion, the Services have been satisfactorily completed. If so requested by the contractor, City shall make this determination within fourteen (14) days of its receipt of such request.

**4. QUALIFICATIONS OF CONTRACTOR - STANDARD OF WORKMANSHIP.**

Contractor represents and maintains that it has the necessary expertise in the professional calling necessary to perform services, and its duties and obligations, expressed and implied, contained herein, and City expressly relies upon Contractor's representations regarding its skills and knowledge. Contractor shall perform such services and duties in conformance to and consistent with the professional standards of a practitioner in the same discipline in the State of California.

The plans, designs, specifications, estimates, calculations, reports and other documents furnished under Exhibit A shall be of a quality acceptable to City. The criteria for acceptance of the work provided under this Agreement shall be a product of neat appearance, well organized, that is technically and grammatically correct, checked and having the maker and checker identified. The minimum standard of appearance, organization and content of the drawings shall be that used by City for similar projects.

**5. TERM OF AGREEMENT.**

Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on the Effective Date of this Agreement and terminate on September 30, 2017.

**6. MONITORING OF SERVICES.**

City may monitor the Services performed under this Agreement to determine whether Contractor's operation conforms to City policy and to the terms of this Agreement. City may also monitor the Services to be performed to determine whether financial operations are conducted in accord with applicable City, county, state, and federal requirements. If

any action of Contractor constitutes a breach, City may terminate this Agreement pursuant to the provisions described herein.

**7. WARRANTY.**

Contractor represents that all materials and services covered by this Agreement shall be shall conform to the specifications, requirements, and instructions upon which this Agreement is based and performed reasonably and consistent with the professional standards referred to hereinabove. Contractor agrees to promptly replace or correct any incomplete, inaccurate, or defective Services at no further cost to City when defects are due to the negligent errors or omissions of Contractor. If Contractor fails to promptly correct or replace materials or services, City may make corrections or replace materials or services and charge Contractor for the cost incurred by City.

**8. PERFORMANCE OF SERVICES.**

Contractor shall perform all requested services in an efficient and expeditious manner and shall work closely with and be guided by City. Contractor shall be as fully responsible to City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as 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 federal, state and local operation and safety regulations.

**9. BUSINESS TAX LICENSE REQUIRED.**

Contractor must comply with Santa Clara City Code section 3.40.060, as that section may be amended from time to time or renumbered, which requires that any person who transacts or carries on any business in the City of Santa Clara pay business license tax to the City. A business tax certificate may be obtained by completing the Business Tax Affidavit Form and paying the applicable fee at the Santa Clara City Hall Municipal Services Division.

**10. RESPONSIBILITY OF CONTRACTOR.**

Contractor shall be responsible for the professional quality, technical accuracy and coordination of the Services furnished by it under this Agreement. Neither City'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 City in accordance with applicable law for all damages to City caused by Contractor negligent performance of any of the Services furnished under this Agreement.

Any acceptance by City 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 federal, state, county, and/or municipal laws, ordinances, regulations, rules and orders.

**11. COMPENSATION AND PAYMENT.**

In consideration for Contractor's complete performance of Services, City shall pay Contractor for all materials provided and services rendered by Contractor at the rate per hour for labor and cost per unit for materials as outlined in Exhibit B, entitled "SCHEDULE OF FEES."

Contractor will bill City on a monthly basis for Services provided by Contractor during the preceding month, subject to verification by City. City will pay Contractor within thirty (30) days of City's receipt of invoice.

**12. TERMINATION OF AGREEMENT.**

Either Party may terminate this Agreement without cause by giving the other Party written notice ("Notice of Termination") which clearly expresses that Party's intent to terminate the Agreement. Notice of Termination shall become effective no less than thirty (30) calendar days after a Party receives such notice. After either Party terminates the Agreement, Contractor shall discontinue further services as of the effective date of termination, and City shall pay Contractor for all Services satisfactorily performed up to such date.

**13. NO ASSIGNMENT OR SUBCONTRACTING OF AGREEMENT.**

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

**14. NO THIRD PARTY BENEFICIARY.**

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

**15. INDEPENDENT CONTRACTOR.**

Contractor and all person(s) employed by or contracted with Contractor to furnish labor and/or materials under this Agreement are independent contractors and do not act as agent(s) or employee(s) of City. Contractor has full rights, however, to manage its employees in their performance of Services under this Agreement. Contractor is not authorized to bind City to any contracts or other obligations.

**16. NO PLEDGING OF CITY'S CREDIT.**

Under no circumstances shall Contractor have the authority or power to pledge the credit of City or incur any obligation in the name of City. Contractor shall save and hold harmless the City, its City Council, its officers, employees, boards and commissions for expenses arising out of any unauthorized pledges of City's credit by Contractor under this Agreement.

**17. CONFIDENTIALITY OF MATERIAL.**

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

**18. USE OF CITY NAME OR EMBLEM.**

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

**19. OWNERSHIP OF MATERIAL.**

All material, including information developed on computer(s), which shall include, but not be limited to, data, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports and other material developed, collected, prepared or caused to be prepared under this Agreement shall be the property of City but Contractor may retain and use copies thereof. City shall not be limited in any way or at any time in its use of said material. However, Contractor shall not be responsible for damages resulting from the use of said material for work other than Project, including, but not limited to, the release of this material to third parties.

**20. RIGHT OF CITY TO INSPECT RECORDS OF CONTRACTOR.**

City, 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 goods or services provided under this Agreement, 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 City. Any expenses not so recorded shall be disallowed by City.

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

**21. CORRECTION OF SERVICES.**

Contractor agrees to correct any incomplete, inaccurate or defective Services at no further costs to City, when such defects are due to the negligent errors or omissions of Contractor.

**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 state or federal law.

**23. HOLD HARMLESS/INDEMNIFICATION.**

To the extent permitted by law and other than in the practice of professional services such that the Contractor's Commercial General Liability Policy shall accept a tender of any claim, Contractor 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 claim arising therefrom, for which City shall become liable arising from Contractor's negligent, reckless or wrongful acts, errors, or omissions with respect to or in any way connected with the Services performed by Contractor pursuant to this Agreement.

Additionally, and in the practice of professional services such that the Contractor's Professional Liability Policy shall accept a tender of any claim, Contractor agrees to hold harmless and indemnify City, its City Council, commissions, officers, and employees from and against injury, liability, loss, cost, and/or expense or damage, including all costs and reasonable attorney's fees involved in the City providing a defense to any claim arising therefrom, for which City shall become liable arising from Contractor's negligent, reckless or wrongful acts, errors, or omissions with respect to or in any way connected with the professional Services performed by Contractor pursuant to this Agreement.

**24. INSURANCE REQUIREMENTS.**

During the term of this Agreement, and for any time period set forth in Exhibit C, Contractor shall provide and maintain in full force and effect, at no cost to City insurance policies with respect to employees and vehicles assigned to the Performance of Services under this Agreement with coverage amounts, required endorsements, certificates of insurance, and coverage verifications as defined in Exhibit C.

**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 City and Contractor. No other understanding, agreements, conversations, or otherwise, with any representative of City 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 City.

**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 City of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement.

**29. NOTICES.**

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

City of Santa Clara  
Attention: Planning Division  
1500 Warburton Avenue  
Santa Clara, California 95050  
or by facsimile at (408) 247-9857

And to Contractor addressed as follows:

Name: Perkins + Will  
Address: 2 Bryant Street, Suite 300  
San Francisco, CA 94105  
or by facsimile at (415) 856-3001

If notice is sent via facsimile, a signed, hard copy of the material shall also be mailed. The workday the facsimile was sent shall control the date notice was deemed given if there is a facsimile machine generated document on the date of transmission. A facsimile 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 City 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). The Parties may agree to extend the time allowed for mediation under this Agreement.
- C. The costs of mediation shall be borne by the Parties equally.
- D. For any contract dispute, mediation under this section is a condition precedent to filing an action in any court. In the event of mediation which arises out of any dispute related to this Agreement, the Parties shall each pay their respective attorney's fees, expert witness costs and cost of suit through mediation only. In the event of litigation, the prevailing Party shall recover its reasonable costs of suit, expert's fees, and attorney's fees. If mediation does not resolve the dispute, the Parties agree that the matter shall be litigated in a court of law, and not subject to the arbitration provisions of the Public Contracts Code.

**33. COMPLIANCE WITH ETHICAL STANDARDS.**

Contractor shall:

- A. Read Exhibit D, entitled "ETHICAL STANDARDS FOR CONTRACTORS SEEKING TO ENTER INTO AN AGREEMENT WITH THE CITY OF SANTA CLARA, CALIFORNIA"; and,
- B. Execute Exhibit E, entitled "AFFIDAVIT OF COMPLIANCE WITH ETHICAL STANDARDS."

**34. AFFORDABLE CARE ACT OBLIGATIONS**

To the extent Contractor is obligated to provide health insurance coverage to its employees pursuant to the Affordable Care Act ("Act") and/or any other similar federal or state law, Contractor warrants that it is meeting its obligations under the Act and will

fully indemnify and hold harmless City for any penalties, fines, adverse rulings, or tax payments associated with Contractor's responsibilities under the Act.

**35. CONFLICT IN TERMS.**

In the event of a conflict between the terms of the main body of this Agreement and the terms of any of the Exhibits, the main body of this Agreement shall control.

**36. 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 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 City if a conflict arises.

**37. PROGRESS SCHEDULE.**

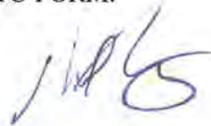
The Progress Schedule will be as set forth in the attached Exhibit F, entitled "MILESTONE SCHEDULE" if applicable.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument; and, the Parties agree that signatures on this Agreement, including those transmitted by facsimile, shall be sufficient to bind the Parties.

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.

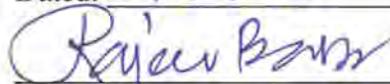
**CITY OF SANTA CLARA, CALIFORNIA**  
a chartered California municipal corporation

APPROVED AS TO FORM:



\_\_\_\_\_  
RICHARD E. NOSKY, JR.  
City Attorney

Dated: 4.29.16



\_\_\_\_\_  
RAJEEV BATRA  
Acting City Manager  
1500 Warburton Avenue  
Santa Clara, CA 95050  
Telephone: (408) 615-2210  
Fax: (408) 241-6771

ATTEST:



\_\_\_\_\_  
ROD DIRIDON, JR.  
City Clerk

“CITY”

**PERKINS + WILL, INC.**  
a Delaware corporation

Dated: MARCH 28, 2016

By: Geeti Silwal

\_\_\_\_\_  
(Signature of Person executing the Agreement on behalf of Contractor)

Name: Geeti Silwal

Title: Principal-in-Charge

Local Address: 2 Bryant Street, Suite 300

San Francisco, CA 94105

Email Address: geeti.silwal@perkinswill.com

Telephone: (415) 856-3000

Fax: (415) 856-3001

“CONTRACTOR”

I:\PLANNING\Admin\Contracts\Perkins + Will\Tasman East\Final with changes accepted\_P+W 3-24-16.docx

**AGREEMENT FOR THE PERFORMANCE OF SERVICES  
BY AND BETWEEN THE  
CITY OF SANTA CLARA, CALIFORNIA,  
AND  
PERKINS + WILL INC.**

**EXHIBIT A**

**SCOPE OF SERVICES**

Perkins + Will has reviewed the Project Description and Task structure in the RFP and confirms its ability to accommodate this Scope of Work within the project budget, subject to enhancements listed after the tasks below, which are believed necessary to provide the City with the deliverables needed for approval, adoption and implementation of the Plan.

**Perkins and Will Assumptions**

1. Normal reimbursable expenses associated with travel, meals, accommodations, in-house printing and postage are included within the overall total budget for each task. Any special reimbursable expenses that may arise will be estimated for City review and approval before costs are incurred.
2. Deliverables are limited to those described in the scope of services. All deliverables (other than those defined in the scope of services as associated with the EIR process) are assumed to be electronic versions of the documents described. The City of Santa Clara will be responsible for printing and distribution of any hard copies other than those required for the NOP and all editions of the EIR. Presentation material for community outreach, stakeholders and hearings with elected officials will be in electronic format.
3. Coordination with other agencies is the responsibility of City staff.
4. The City will provide one set of coordinated comments for each review period indicated on the project schedule.

**TASKS:**

**TASK 1: COMMUNITY INVOLVEMENT PLAN**

The consultant shall develop a collaborative involvement plan for the project. The City will partner with local and regional community based organizations as well as engage in directed education and outreach efforts involving the diverse population of Santa Clara. Regular meetings will be scheduled with community stakeholders to ensure that their input and feedback is included at specific points of plan development. Specific deliverables include:

- Deliverable 1a: A community involvement plan (details of who will be engaged and when, along with the strategies that will be used to engage them).**
- Deliverable 1b: Materials for distribution at community and TAC meetings (draft and final versions of maps, handouts etc. as they are prepared).**

- Deliverable 1c:** Tentative timeline for TAC and broader community outreach meetings that are coordinated with project milestones.
- Deliverable 1d:** Meeting minutes, public comment summaries, survey or focus group summaries (as appropriate).

## **TASK 2: PARKING AND TRAFFIC CIRCULATION ANALYSIS**

The consultant shall prepare a parking demand analysis for the project area related to transit service and intensification of land uses in the area. The analysis, summarized in a technical memorandum, shall examine:

- Internal neighborhood circulation and connection to the City's roadway network
- Need for roadway and access improvements to serve neighborhood and surrounding areas
- Residential, commercial and mixed use parking demand and management strategies
- Potential for controlled, shared and/or fee parking in the station area

The consultant shall prepare a detailed analysis for each land use alternative to address trip generation and circulation issues in the project area. Motor vehicle, transit, bicycle and pedestrian circulation patterns shall be considered, focusing on connectivity for these modes to the Tasman Light Rail station and beyond, including access for the disabled and elderly. Coordination of bus transit service with rail transportation and non-motorized connections to transit shall also be considered. Safety and operational issues shall be analyzed for the alternatives. Level of Service (or current equivalent model) analysis shall be conducted for motor vehicles, transit, bicycles and pedestrians for each alternative along with identification of required mitigation measures. Ridership projections shall be developed by travel period and commute direction

The consultant shall present the findings from the Parking Demand and Traffic Analysis at the public outreach meetings and seek feedback on alternatives. Utilizing interactive planning techniques, the consultant shall lead meeting attendees in an exercise to identify community priorities and preferences. This may result in a clear preference for one of the alternatives or varied concepts that combine components of alternatives. The consultant should illustrate how public interest is reflected in the alternatives.

- Deliverable 2a:** Parking demand and traffic circulation analysis
- Deliverable 2b:** Transportation/access improvements needs
- Deliverable 2c:** Meeting(s) summary

## **TASK 3: ALTERNATIVES DEVELOPMENT, SELECTION OF A PREFERRED ALTERNATIVE, AND DEVELOPMENT OF URBAN DESIGN, STREETScape AND OPEN SPACE STANDARDS**

### **Task 3.1: ALTERNATIVES DEVELOPMENT**

The consultant shall facilitate a TAC Meeting and a Stakeholders' Meeting to collect feedback on the Tasman East Focus Area, including the range of issues, project recommendations, and potential drivers and project indicators for the development of a plan for the subject area. These considerations shall lead to the development of a project vision statement, project indicators, and preliminary bubble diagram concepts that start to establish the range of project alternatives. This discussion and exercise shall serve as a starting point for the development of draft plan alternatives.

The consultant shall develop up to three draft alternatives for the Focus Area, illustrating conceptual alternatives for land use, density, corridor connectivity, public spaces, community facilities, site development and reuse, urban design concepts, and other elements identified by the TAC and stakeholders, expressed as a series of site plan diagrams, text and tables for the Plan Area Focus. These alternatives shall be based on the work of earlier tasks and input received throughout the planning process. The draft alternatives shall be accompanied by appropriate maps, tables, and graphics.

The consultant shall present the conceptual alternatives at a subsequent TAC Meeting Stakeholders' Meeting and work closely with both groups to refine the plan alternatives to best meet project goals and the issues and concerns expressed by the public.

**Deliverable 3.1: Up to three draft alternatives and accompanying descriptions, diagrams, development tables, pros and cons comparison, and summary of the effectiveness of each alternative in meeting project goals and indicators or addressing significant issues project issues.**

### **Task 3.2: PREFERRED ALTERNATIVE**

The consultant, in consultation with the City of Santa Clara and the community, shall develop a preferred land use and circulation alternative to serve as the basis for the Draft TEFA Plan.

To complement the land use and circulation preferred alternative, the consultant shall develop design and streetscape standards based on input from community outreach meetings. The urban design standards shall address transit oriented design, including general design concepts for public spaces, street design by type and function of street, building form and orientation, street furniture, street lighting, street trees and landscaping, decorative sidewalks, utility vaults/cabinets, special design treatments for bicycle and pedestrian connections to or at the rail station and bus stops, and to other areas outside the neighborhood. Accessible design for elderly and disabled persons and accessible paths of travel from the station through the Specific Plan area shall be addressed.

The consultant shall assess open space needs resulting from future development in the area and identify general locations for public and private open space. An open space framework plan shall be prepared to meet this objective. The proposal shall also offer at least one means to address the cost sharing of open space acquisition and development among area developers.

The consultant shall present the preferred land use and circulation alternative and the draft urban design, streetscape and open space standards at community outreach meetings. The public will be asked to respond to the preferred plan and design standards. Input received shall be used to refine the alternative and develop the Draft TEFA Plan.

**Deliverable 3.2a: Large format graphic illustrating preferred alternative, draft Urban Design and Streetscape Standards and report**

**Deliverable 3.2b: Open Space Framework Plan (public parks and private open space)**

**Deliverable 3.3c: TAC and Stakeholders' meeting summaries**

### **TASK 4: INFRASTRUCTURE DEVELOPMENT, BUDGET AND FINANCING STRATEGY**

The consultant shall prepare an Infrastructure Development and Financing Strategy to determine, at an engineering level, the infrastructure necessary to support the land uses and improvements identified in the preferred land use and circulation alternative and the design

standards. Analysis supporting the strategy should describe the infrastructure conditions and improvements needed to support the anticipated development in terms of water, wastewater, storm drainage, sanitary sewer, roadways, electricity and gas, cable, telephone service, parks, schools, libraries, telecommunications and other civic needs. The analysis shall provide information to the EIR and include any improvements identified in the program EIR identified as mitigation. The analysis shall also include a preliminary stormwater management plan for the program area.

The analysis shall include preliminary cost estimates, phasing recommendations for improvements categorized by system, geography, or phased capacity improvements and recommended funding strategies.

**Deliverable 4a: Infrastructure Development and Budget Report**

**Deliverable 4b: Financing Report**

**Deliverable 4c: TAC meeting summary**

**Deliverable 4d: Community meeting summaries**

#### **TASK 5: IMPLEMENTATION PLAN**

The consultant shall identify specific action items to implement each element of the TEFA Plan, including zoning code and General Plan updates, with timelines for completion of each. The timeline is attached to this Agreement and is titled Schedule. Code updates shall be completed immediately after plan adoption.

**Deliverable 5: Implementation Plan for each element of TEFA Plan (with timeline)**

#### **TASK 6: PREPARATION OF THE FOCUS AREA PLAN**

The consultant shall prepare the Draft Tasman East Focus Area Plan. The **Plan** shall serve as the city's long range, comprehensive land use, circulation, and implementation plan for guiding development within the plan boundary. The Plan shall contain the following components:

- **Planning Process:** Description of the process to develop the plan and the role the public played in creating the plan.
- **Land Use/Housing:** Description of land use designations, including a total number of units, range of densities, square footage of non-residential uses, mixed use, and employment generating land uses. Population and job projections shall be included.
- **Transportation and Parking:** Description of circulation for motor vehicles, transit, bicycles, and pedestrians. New streets, paths and connections to existing roadways shall be included. Parking management strategies and TOD parking ratios shall be identified, based on the prior Parking Demand Analysis.
- **Station Access and Connectivity Plan:** Shall address access to the station by walking, bicycling, driving, and transit as well as circulation for these modes throughout the area, including across Tasman Drive and the train tracks, with connectivity to the light rail station as the goal. Accessible design for disabled and elderly persons shall be a component of this section, including accessible paths of travel to the station from transit-oriented development within one half mile.
- **Design and Streetscape Standards:** Shall include policies and standards to promote pedestrian friendly design to increase pedestrian comfort and safety in walking throughout the neighborhood, with special emphasis on walking to the station.

- **Public Realm Improvements:** Standards to enhance overall livability of the area shall also be included. These include parking structures, transit stop improvements, security, lighting, signage, etc.
- **Public Services:** Shall include information about services and infrastructure needed to implement the plan. Shall include specific policies regarding utilities, public safety, parks, schools, libraries, and cultural facilities.
- **Open Space Plan:** Shall address the provision for adequate public and private open space as an integral part of the conceptual land-use alternatives
- **Implementation Plan:** Shall identify actions and strategies for plan implementation, along with completion date estimates or triggers for phasing. The Plan shall also include infrastructure improvements needed for plan implementation, including parkland and roadways, and specific financing strategies to enable these improvements. The implementation plan shall also include an evaluation of projected costs and revenues associated with the development of the Tasman East Focus Area, and its potential effects on the City's budget.

The consultant shall conduct Community Meetings following preparation and release of the Draft TEFA Plan to receive public comment and input.

**Deliverable 6a: Draft Tasman East Area Plan**

**Deliverable 6b: Community Outreach Meeting Summary**

#### **TASK 7: PREPARATION OF PROGRAM/PROJECT EIR**

The consultant shall prepare a Project-level Environmental Impact Report (EIR) which shall thoroughly and adequately assess the impacts of the draft plan and comply with the provisions of the CEQA and the applicable regulations thereunder. The successful consultant shall also prepare responses to comments received during the public review period, a mitigation monitoring and reporting program, and statement of overriding considerations, as necessary. The EIR shall address the following areas:

- **Land Use Consistency and Compatibility:** The EIR shall describe existing land use and development patterns and evaluate the proposed project's consistency with adopted city plans and policies.
- **Population, Housing and Employment:** The EIR shall analyze projected population, housing and employment impacts of the draft Area Plan.
- **Transportation and Circulation:** A traffic study shall be completed to determine the project's impacts to the existing and proposed roadway system, existing and proposed bikeway network, transit systems (bus and commuter rail) and pedestrians. Corridor levels of service shall be determined for regional/arterial streets.
- **Air Quality:** The EIR shall address the project's impact on air pollutants and their precursors as well as localized carbon monoxide impacts utilizing the appropriate air quality modeling tools. The analysis shall address both operational (long term) and construction level (short term) impacts on local and regional air quality as well an analysis of impacts on sensitive receptors.
- **Noise:** The EIR shall address the potential impacts on ambient noise levels from any construction related noise as well as potential impacts on ambient noise from (and to) the proposed project (buildout of proposed land uses).
- **Biological Resources:** The EIR shall analyze the project's short term (construction) impacts as well as long term impacts on biological resources, including special status species.

- **Water/Wastewater:** The EIR shall analyze and address the project's construction and operational impacts to the water and wastewater systems, water supply and wastewater capacity to serve buildout of the General Plan. A Water Supply Assessment shall be completed for the project and shall be available to the EIR consultant.
- **Hydrology/Flooding:** The EIR shall analyze the stormwater system, potential flooding impacts and water quality.
- **Public Services:** The EIR shall evaluate the potential impacts to public services such as schools, parks, solid waste disposal, police, fire, and utilities.
- **Cultural and Historic Resources:** The EIR shall evaluate potential impacts to cultural and historic resources.
- **Visual Quality:** Scenic, natural, cultural and historic assets will be evaluated and potential impacts of the project identified.
- **Geology and Seismicity:** The EIR shall examine geologic and seismic conditions, addressing ground shaking and liquefaction potential from earthquakes.
- **Hazardous Materials/Toxics:** The EIR shall evaluate sites in the plan area which are potentially contaminated.
- **Energy/Climate Change:** Changes in energy consumption anticipated through implementation of the draft Plan shall be analyzed. Greenhouse gas emissions anticipated with the project shall be included. The EIR shall analyze how development anticipated by the plan shall be affected by climate change and how implementation of the plan shall affect climate change. While analysis of this topic is evolving, this EIR shall include the most current thinking and practice regarding impacts of greenhouse gas emissions, including a discussion of the Plan's consistency with the adopted Climate Action Plan.
- **Alternatives Analysis and Assessment of Cumulative impacts:** The EIR shall include an alternatives analysis that includes, at a minimum, a No Project alternative, an Reduced Density Alternative, and a location alternative using a Phase III focus area for comparison. The EIR shall also include an analysis of cumulative impacts from other anticipated developments in combination with the implementation of the Tasman East Focus Area Plan.

**Deliverable 7: Draft Environmental Impact Report (including all necessary paper copies, 15 copies on CD for distribution to the State Clearinghouse by the consultant, and a PDF copy for posting on the City's website).**

#### **TASK 8: EIR CERTIFICATION AND ADOPTION OF TASMAN EAST FOCUS AREA PLAN**

The consultant shall present the Draft TEFA Plan and EIR at public hearings before the Planning Commission and City Council. The City and consultant shall make any final revisions to TEFA Plan and EIR based on changes adopted by either the Planning Commission or City Council. Staff anticipates four (4) public hearings and four (4) study sessions.

**Deliverable 8a: Final Environmental Impact Report with Mitigation, Monitoring and Reporting Program, including all necessary paper and PDF copies**

**Deliverable 8b: Adopted TEFA Plan, including General Plan, Zoning, and Design Guidelines amendments required to implement the plan**

## **ENHANCEMENTS:**

### **MARKET ASSESSMENT**

Future transformation in the Tasman East Focus Area will rely on a combination of public and private actions and activity. However, the public sector actions will be relatively small in scale since most of the transformative activity will be undertaken by private sector property owners and stakeholders. Therefore it is essential to understand the development/real estate investment process and housing market conditions in Santa Clara in order to clarify the types of housing densities, housing product types, and supportive services which will drive transformative development, to gauge barriers to redeveloping existing light industrial properties, and to determine strategies for overcoming those barriers.

To this end, Strategic Economics will prepare a market and development feasibility analysis focusing on local residential market conditions to assess demand and development feasibility for higher-density products, ranging from townhouses to five- to six-story mixed-use buildings with local retail and services. Strategic Economics will also specifically examine whether market conditions merit an increase in maximum allowable densities from 50 dwelling units per acre to 100 dwelling units per acre.

The market and development feasibility analysis will address such issues as: optimal location factors or characteristics for housing, general sources of demand, likely construction costs for different product types (as a range), rents or sales prices required to make buildings financially feasible, etc. In addition, Strategic Economics will assess whether the Study Area offers high, medium, or low opportunities for future development of higher-density product types, given market/trade area and local conditions. Finally, Strategic Economics will identify key barriers to redeveloping existing light industrial properties, and will recommend implementation strategies to overcome these barriers based on these market conditions.

### **TRANSPORTATION DEMAND MANAGEMENT**

The Tasman East Focus area plan RFP anticipates an increase in the overall density to up to 100 dwelling units per acre; however, some of the major challenges with increased intensities of uses include overloading the current transportation network that is already operating at, or above capacity. In order to address these concerns, Nelson\Nygaard will work with City staff and Project Team members to focus on implementing feasible Transportation Demand Management (TDM) and parking management strategies to reduce the dependency on auto use and ownership, and to maximize the use of alternatives modes of transportation. Such actions will further support goals and objectives in the City's General Plan and these TDM and parking measures will aim to reduce vehicle miles traveled (VMT), reduce greenhouse gas emissions, and encourage future residents, employees, and visitors to walk, bike, carpool, or use public transit or shuttle systems.

### **SUSTAINABILITY**

Perkins + Will's sustainability team will push the envelope in sustainable design and challenge the team to exceed green and energy efficient buildings and site design. An outline scope of work for developing a world-class sustainability strategy is described below.

#### **Determine Performance Standards**

- Work from initial Masterplan with potential uses and areas – start process to determine the electrical, heating, water and # of people oriented issues for the site;
- Establish the energy code baseline for the development time frame;
- Agree and establish code minimum

- Review further updates of energy code improvements projected to be implemented through the life of the development project

### **Projected Utility Demand**

- Assess the projected heating, cooling, electrical and water use based on the following considerations:
  - The current and evolution of energy codes giving a minimum baseline;
  - Proposed improvements on code performance for consideration;
  - Development of utility load profiles with agreed performance criteria;
  - Identify the utility use, cost and GHG emissions related;
  - Consider performance goals for potential district energy system.

### **Alternative energy review**

- Review all sources that may be available locally and which could be well-suited to the site and compatible with a potential district energy system;
- Consider district cooling as beneficial to overall development model and central plant operational carbon efficiencies;
- Work with City staff to identify local partners who could develop smart grid concepts;
- Open discussion to global-leading technology companies within the area for potential pilot project collaboration and smart-tech integration;

### **Water systems**

- Develop overall water efficiency footprint for the development to meet the agreed performance goals.
- Include strategies for treatment and reuse of stormwater;
- Develop concept for centralized non-potable water mains (purple pipe) systems – to reduce potable water consumption

### **Waste resources**

- Investigate potential for mining energy resource from existing waste streams, at landfill, wastewater treatment, biomass, biogas, etc.
- Draw on experience with anaerobic digesters to determine potential for green energy supply as part of closing loop as alternative energy supply.
- Develop potential for composting on-site of organic material, and how this can be used as a means of remediating the site and encouraging agriculture.

**AGREEMENT FOR THE PERFORMANCE OF SERVICES  
BY AND BETWEEN THE  
CITY OF SANTA CLARA, CALIFORNIA,  
AND  
PERKINS + WILL INC.**

**EXHIBIT B**

**FEE SCHEDULE**

<b>TASMAN EAST TEAM FEE PROPOSAL</b>								
<b>TASK</b>	<b>Perkins +Will</b>	<b>Perkins +Will</b>	<b>Fehr &amp; Peers</b>	<b>Nelson \ Nygaard</b>	<b>BKF</b>	<b>Strategic Economics</b>	<b>David J. Powers &amp; Associates</b>	<b>TOTAL PER TASK</b>
	Urban Design + Landscape	Sustainability	Traffic	Transit + Parking	Infrastructure	Economics	Environmental	
1. Project Initiation + Site Tour	2,700		900	2,780	1,580	2,160	2,000	12,120
2. Existing Conditions + Market Analysis	20,000	4,000	2,000	1,920	4,650	14,100	4,110	50,780
3. Community Outreach	45,000	3,000	4,000	5,000		4,000		61,000
4. Parking / Traffic Circulation / Transit	2,000		25,100	45,740				72,840
5. Alternatives	125,000	17,000	7,545	2,980	1,420	4,820		158,765
6. Preferred Plan	60,000	5,000						65,000
7. Infrastructure	2,000				20,000			22,000
8. Implementation Strategy + Financing	10,000	4,000				10,960		24,960
9. Focus Area Plan	20,000	2,000	2,770	2,540	5,920	3,800		43,030
10. Environmental EIR	5,000		77,220		3,690		149,620	235,530
11. Adoption + Certification	2,000						11,400	13,400
<b>TOTAL PER CONSULTANT</b>	<b>293,700</b>	<b>35,000</b>	<b>119,535</b>	<b>60,960</b>	<b>37,260</b>	<b>45,840</b>	<b>167,130</b>	

In no event shall the amount billed to City by Contractor for services under this Agreement exceed seven hundred fifty nine thousand four hundred twenty five dollars (\$759,425), subject to budget appropriations.

**AGREEMENT FOR THE PERFORMANCE OF SERVICES  
BY AND BETWEEN THE  
CITY OF SANTA CLARA, CALIFORNIA,  
AND  
PERKINS + WILL INC.**

**EXHIBIT C**

**INSURANCE REQUIREMENTS**

**INSURANCE COVERAGE REQUIREMENTS**

Without limiting the Contractor's indemnification of the City, and prior to commencing any of the Services required under this Agreement, the Contractor shall provide and maintain in full force and effect, at its sole cost and expense, the following insurance policies with at least the indicated coverages, provisions and endorsements:

**A. COMMERCIAL GENERAL LIABILITY INSURANCE**

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

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

2. Exact structure and layering of the coverage shall be left to the discretion of Contractor; however, any excess or umbrella policies used to meet the required limits shall be at least as broad as the underlying coverage and shall otherwise follow form.
3. The following provisions shall apply to the Commercial Liability policy as well as any umbrella policy maintained by the Contractor to comply with the insurance requirements of this Agreement:
  - a. Coverage shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits;
  - b. There shall be no cross liability exclusion which precludes coverage for claims or suits by one insured against another; and
  - c. Coverage shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of liability.

B. BUSINESS AUTOMOBILE LIABILITY INSURANCE

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

In the event that the Work being performed under this Agreement involves transporting of hazardous or regulated substances, hazardous or regulated wastes and/or hazardous or regulated materials, Contractor and/or its subcontractors involved in such activities shall provide coverage with a limit of two million dollars (\$2,000,000) per accident covering transportation of such materials by the addition to the Business Auto Coverage Policy of Environmental Impairment Endorsement MCS90 or Insurance Services Office endorsement form CA 99 48, which amends the pollution exclusion in the standard Business Automobile Policy to cover pollutants that are in or upon, being transported or towed by, being loaded onto, or being unloaded from a covered auto.

C. WORKERS' COMPENSATION

1. Workers' Compensation Insurance Policy as required by statute and employer's liability with limits of at least one million dollars (\$1,000,000) policy limit Bodily Injury by disease, one million dollars (\$1,000,000) each accident/Bodily Injury and one million dollars (\$1,000,000) each employee Bodily Injury by disease.
2. The indemnification and hold harmless obligations of Contractor included in this Agreement shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefit payable by or for Contractor or any subcontractor under any Workers' Compensation Act(s), Disability Benefits Act(s) or other employee benefits act(s).
3. This policy must include a Waiver of Subrogation in favor of the City of Santa Clara, its City Council, commissions, officers, employees, and volunteers.

D. COMPLIANCE WITH REQUIREMENTS

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

1. Additional Insureds. City of Santa Clara, its City Council, commissions, officers, employees, and volunteers are hereby added as additional insureds in respect to liability arising out of Contractor's work for City, using Insurance Services Office (ISO) Endorsements CG 20 10 and CG 20 37, or its equivalent.
2. Primary and non-contributing. The General Liability, Auto Liability and Umbrella/Excess Liability insurance policies provided by Contractor shall contain language or be endorsed to contain wording making it primary insurance as respects to, and the General Liability and Umbrella/Excess Liability shall not

require contribution from, any other insurance which the Indemnities may possess, including any self-insurance or self-insured retention they may have. Any other General Liability and Umbrella/Excess Liability insurance Indemnities may possess shall be considered excess insurance only and shall not be called upon to contribute with Contractor's insurance.

3. Cancellation.

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

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

E. ADDITIONAL INSURANCE RELATED PROVISIONS

Contractor and City agree as follows:

1. Contractor agrees to ensure that subcontractors, and any other party involved with the Services who is brought onto or involved in the performance of the Services by Contractor, provide the same minimum insurance coverage required of Contractor, except as with respect to limits. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. Contractor agrees that upon request by City, all agreements with, and insurance compliance documents provided by, such subcontractors and others engaged in the project will be submitted to City for review.
2. Contractor agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Contractor for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payme Page 3 of 4 other amounts with respect thereto.
3. The City reserves the right to withhold payments from the Contractor in the event of material noncompliance with the insurance requirements set forth in this Agreement.

F. EVIDENCE OF COVERAGE

Prior to commencement of any Services under this Agreement, Contractor, and each and every subcontractor (of every tier) shall, at its sole cost and expense, provide and

maintain not less than the minimum insurance coverage with the endorsements and deductibles indicated in this Agreement. Such insurance coverage shall be maintained with insurers, and under forms of policies, reasonably satisfactory to City and as described in this Agreement. Contractor shall file with the City all certificates and endorsements for the required insurance policies for City's approval as to adequacy of the insurance protection.

**G. EVIDENCE OF COMPLIANCE**

Contractor or its insurance broker shall provide the required proof of insurance compliance, consisting of Insurance Services Office (ISO) endorsement forms or their equivalent and the ACORD form 25-S certificate of insurance (or its equivalent), evidencing all required coverage shall be delivered to City, or its representative as set forth below, at or prior to execution of this Agreement. Unless otherwise required by the terms of this Agreement, all certificates, endorsements, and other items required to be delivered to City pursuant to this Agreement shall be mailed to:

EBIX Inc.	
City of Santa Clara [Planning Division]	
P.O. 12010-S2	or 151 North Lyon Avenue
Hemet, CA 92546-8010	Hemet, CA 92543

Telephone number:	951-766-2280
Fax number:	770-325-0409
Email address:	ctsantaclara@ebix.com

**H. QUALIFYING INSURERS**

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

**AGREEMENT FOR THE PERFORMANCE OF SERVICES  
BY AND BETWEEN THE  
CITY OF SANTA CLARA, CALIFORNIA,  
AND  
PERKINS + WILL INC.**

**EXHIBIT D**

**ETHICAL STANDARDS FOR CONTRACTORS SEEKING TO ENTER INTO AN  
AGREEMENT WITH THE CITY OF SANTA CLARA, CALIFORNIA**

**Termination of Agreement for Certain Acts.**

- A. The City 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 Federal, State or local law or regulation;
    - 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 City contractor or subcontractor; and/or,
    - e. Made (or makes) any false statement(s) or representation(s) with respect to this Agreement.

---

<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.

2. If fraudulent, criminal or other seriously improper conduct of any officer, director, shareholder, partner, employee or other individual associated with the Contractor can be imputed to the Contractor when the conduct occurred in connection with the individual's performance of duties for or on behalf of the Contractor, with the Contractor's knowledge, approval or acquiescence, the Contractor's acceptance of the benefits derived from the conduct shall be evidence of such knowledge, approval or acquiescence.

B. The City may also terminate this Agreement in the event any one or more of the following occurs:

1. The City 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 City determines that the Contractor fails to submit information, or submits false information, which is required to perform or be awarded a contract with City, including, but not limited to, Contractor's failure to maintain a required State issued license, failure to obtain a City business license (if applicable) or failure to provide 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 City's action to the City Council by filing a written request with the City Clerk within ten (10) days of the notice given by City to have the matter heard. The matter will be heard within thirty (30) days of the filing of the appeal request with the City Clerk. The Contractor will have the burden of proof on the appeal. The Contractor shall have the opportunity to present evidence, both oral and documentary, and argument.

---

<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 the City for the successful performance of the obligations of the Contractor to the City.

**AGREEMENT FOR THE PERFORMANCE OF SERVICES  
BY AND BETWEEN THE  
CITY OF SANTA CLARA, CALIFORNIA,  
AND  
PERKINS + WILL INC.**

**EXHIBIT E**

**AFFIDAVIT OF COMPLIANCE WITH ETHICAL STANDARDS**

I hereby state that I have read and understand the language, entitled "Ethical Standards" set forth in Exhibit D. I have the authority to make these representations on my own behalf or on behalf of the legal entity identified herein. I have examined appropriate business records, and I have made appropriate inquiry of those individuals potentially included within the definition of "Contractor" contained in Ethical Standards at footnote 1.

Based on my review of the appropriate documents and my good-faith review of the necessary inquiry responses, I hereby state that neither the business entity nor any individual(s) belonging to said "Contractor" category [i.e., owner or co-owner of a sole proprietorship, general partner, person who controls or has power to control a business entity, etc.] has been convicted of any one or more of the crimes identified in the Ethical Standards within the past five (5) years.

The above assertions are true and correct and are made under penalty of perjury under the laws of the State of California.

**PERKINS + WILL INC.**

an Illinois corporation

By: Geeti Silwal  
Signature of Authorized Person or Representative

Name: Geeti Silwal

Title: Principal-in-Charge

**NOTARY'S ACKNOWLEDGMENT TO BE ATTACHED**

Please execute the affidavit and attach a notary public's acknowledgment of execution of the affidavit by the signatory. If the affidavit is on behalf of a corporation, partnership, or other legal entity, the entity's complete legal name and the title of the person signing on behalf of the legal entity shall appear above. Written evidence of the authority of the person executing this affidavit on behalf of a corporation, partnership, joint venture, or any other legal entity, other than a sole proprietorship, shall be attached.

## 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 San Francisco )

On March 28, 2016 before me, Richard J. Nemeth, Notary Public  
(insert name and title of the officer)

personally appeared Geeti Silwal  
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.

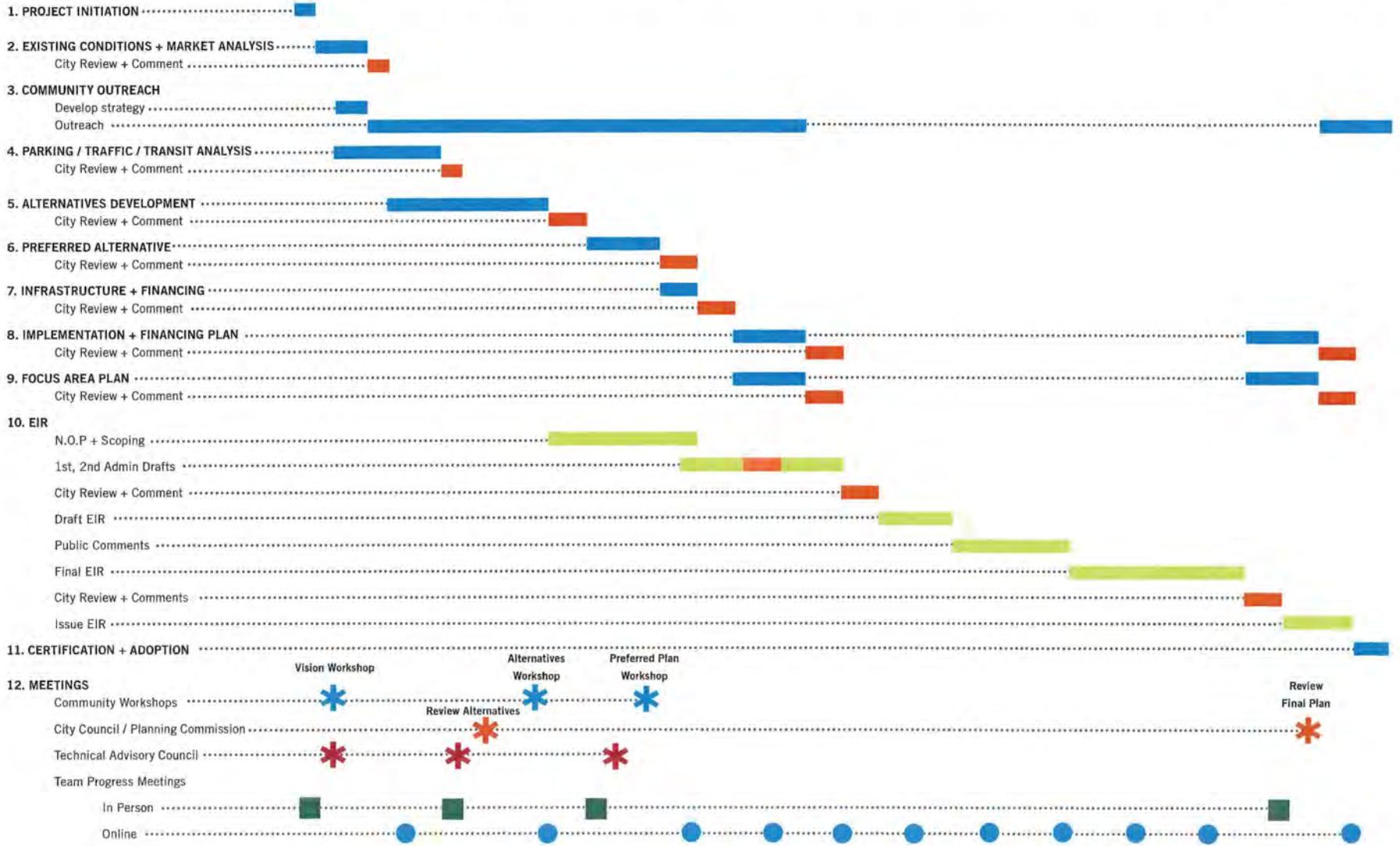


Signature *Richard J. Nemeth* (Seal)

# PROPOSED SCHEDULE

2016 2017

APRIL MAY JUNE JULY AUG SEPT OCT NOV DEC JAN FEB MAR APRIL MAY JUNE JULY





**Date:** April 19, 2016

**To:** City Manager for Council Action

**From:** Acting Director of Planning and Inspection

**Subject:** Professional Services Agreement with Perkins + Will, Inc. to Prepare the Tasman East Focus Area Plan and Environmental Impact Report (EIR)

### **EXECUTIVE SUMMARY**

Development of the Tasman East Focus Area Plan is one of the Council's current Strategic Objectives towards the goal of promoting economic and housing development. A prerequisite for implementing the 2015-2023 Phase II land use designations of the General Plan requires development of a plan for the Tasman East Focus Area, an older industrial area slated for residential redevelopment. The Tasman East Focus Area is located to the northeast of Levi's Stadium, generally bounded by Tasman Drive, Lafayette Street, the Guadalupe River, and the Santa Clara Municipal Golf Course. The Tasman East Focus Area has a number of locational advantages: proximity of the area to both light and heavy rail, the City Place project, Levi's Stadium and the surrounding employment area. In addition, the building stock in the plan area, consisting largely of one-story concrete tilt-ups, is starting to reach obsolescence, and is ripe for redevelopment.

The proposed agreement with Perkins + Will, Inc. will provide for the preparation of the comprehensive plan for adoption along with the associated Environmental Impact Report (EIR), which is currently anticipated for completion by June, 2017, at a cost not exceeding \$759,425.00.

The City of Santa Clara conducted a competitive Request for Proposals (RFP) process to select a consultant firm. A total of nine firms responded to the RFP process. The recommended firm, Perkins + Will, Inc. is a global architecture and planning firm, based locally in San Francisco. They demonstrated a strong understanding of the City's need for an Area Plan that will both help create a vision for one of the densest residential neighborhoods in the City, and that will equitably divide responsibilities for parkland and infrastructure among multiple property owners who could have differing timelines for development.

The City's objective is to create a Focus Area Plan that helps to streamline entitlements for individual projects by helping to ensure certainty in the development review process. Design guidelines that give developers clear direction for form, massing, and relationship to the public realm will be one of the plan elements to help ensure development certainty.

As part of the Focus Area planning process, the environmental impacts of redeveloping 45 acres of existing industrial land will be analyzed at a project level. The resulting environmental document can be used by developers for environmental clearance of their individual development proposals, which will further facilitate redevelopment of the area.

## **ADVANTAGES AND DISADVANTAGES OF ISSUE**

The policies, guidelines, and illustrations in the comprehensive plan will provide policy guidance for development in the Tasman East focus area, which will in turn help articulate and enhance the City's identity. The plan will facilitate the redevelopment of this area. No disadvantages have been identified.

## **ECONOMIC/FISCAL IMPACT**

The total of this Perkins + Will, Inc. agreement is not to exceed \$759,425.00. Prior to the execution of this agreement, it was estimated the overall funds needed would be \$750,000.00. The \$750,000.00 is currently available in the Tasman East Focus Area Plan Project 539-5523-6544. To cover the \$9,425.00 balance of the Perkins + Will, Inc. agreement, an amount of \$10,000.00 is requested to be transferred from the General Plan Update Capital Improvement Project (CIP) to the Tasman East Focus Area Plan Project.

An estimated cost of \$10,000.00 for document printing and distribution also needs to be budgeted. An additional \$10,000.00 is requested to be transferred from the General Plan Update Capital Improvement Project (CIP) to the Tasman East Focus Area Plan Project to cover this cost.

Therefore, a combined \$20,000.00 is requested to be transferred to the Tasman East Focus Area Plan Project. This results in a total budget of \$770,000.00, covering the Perkins + Will agreement amount not to exceed \$759,425.00 and the \$10,000.00 document printing and distribution cost.

Because private entities have expressed interest in processing planning entitlements for their project sites as a result of the Focus Area plan and EIR, staff anticipates entering into reimbursement agreements with each of those stakeholders once individual development applications are filed. The reimbursement agreement would require private entities to reimburse the City's cost of the preparation of the Focus Area plan and EIR for the plan area. This arrangement would likely result in substantial savings for developers compared to preparing individual General Plan Amendments and environmental documents for each project within the plan area.

//

//

//

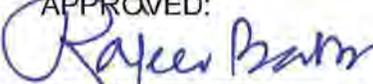
**RECOMMENDATION**

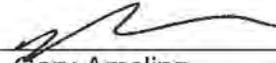
That the Council:

1. Approve a transfer of \$20,000.00 of appropriations from the General Plan Update CIP Project (539-5523-80100-6520) to the Tasman East Focus Area Plan Project (539-5523-80100-6544); and
2. Approve and authorize the City Manager to execute a Professional Services Agreement with Perkins + Will Inc. to prepare the Tasman East Focus Area Plan and Environmental Impact Report (EIR) at a cost not to exceed \$759,425.00.

  
\_\_\_\_\_  
Sharon Goei  
Acting Director of Planning and Inspection

Certified as to Availability of Funds:  
539-5523-80100-6544 \$ 750,000.00 *CS*  
539-5523-80100-6520 \$ 20,000.00 *CS*

APPROVED:  
  
\_\_\_\_\_  
RAJEEV BATRA  
Acting City Manager

  
\_\_\_\_\_  
*CS* Gary Ameling  
Director of Finance/ Assistant City  
Manager  
**FIVE COUNCIL VOTES**

*Documents Related to this Report:*

- 1) *Professional Services Agreement with Perkins + Will, Inc.*



**Date:** October 24, 2017

**To:** City Manager for Council Action

**From:** Director of Community Development

**Subject:** Approval of Amendment No. 1 to the Agreement for Professional Services with Perkins + Will, Inc. Increasing the Total Not-to-Exceed Amount by \$194,870 to a Total Amount of \$954,295 to Allow Completion of the Tasman East Specific Plan and Associated Environmental Impact Report (EIR)

### **EXECUTIVE SUMMARY**

The City is in the process of preparing the Tasman East Specific Plan to guide the transition of a 45-acre (gross) industrial neighborhood east of the Lawrence Caltrain Station into a pedestrian-friendly, transit oriented development. Preparation of the Tasman East Plan is called for in the General Plan as a prerequisite to the redevelopment of this low-intensity low-rise area for high density residential use close to jobs and transit. The Plan is intended to support a lively neighborhood that can accommodate up to 4,500 new residential dwelling units, roughly 100,000 square feet of neighborhood-oriented and convenience retail, and approximately 10 acres of public open space along with various outdoor recreational facilities and landscape features, such as a community garden, a public plaza, pocket parks and paseos. Buildout of the Plan could involve up to two decades, depending upon market forces.

The preparation of a Specific Plan will be beneficial in that it facilitates Plan implementation, including a higher degree of infrastructure analysis and planning, and it provides a legal framework for the City to seek reimbursement for Plan preparation costs from developers that benefit from the Plan.

The City Council initially awarded a \$759,425 contract to Perkins + Will on April 19, 2016 to assist staff with preparation of the Specific Plan along with preparation of an associated EIR. The original contract approval included \$10,000 to cover printing costs for the Specific Plan, but no contingency. As preparation of the Specific Plan has progressed, the City has identified additional analysis and outreach activities beyond those anticipated in the original contract scope, including additional community meetings and meetings with development stakeholders. Most recently at a City Council study session in June, the Council directed staff to analyze an alternative road configuration for Lick Mill Boulevard and to incorporate a minimum of 10 acres of open space and a 1-2 acre school site within the Specific Plan area. The Council also confirmed the proposed street network, including a possible extension of Calle del Sol to connect to the adjacent CityPlace development site. To implement this direction, it is necessary to update the contract scope to include additional traffic and roadway analyses and a revised feasibility analysis for housing production. The consultant is also updating the Specific Plan per Council direction to account for the revised street sections, to enhance the focus of the plan on placemaking, and to make the plan more streamlined, graphical, and easier to navigate.

Within the plan area, street sections along Calle del Sol and Calle de Luna have been revised to include fewer lanes, and Calle del Mundo is being changed from the current two-lane street to

three lanes with a center turn lane. An option for a two-lane Lick Mill extension is also being included in the traffic analysis.

**ADVANTAGES AND DISADVANTAGES OF ISSUE**

The additional charges relate to completing a legally defensible EIR and a Specific Plan that will guide the character of development in the area for the next twenty years. The plan will also include a more detailed infrastructure plan which will streamline future Plan implementation. Another benefit is that after the adoption of a Specific Plan, the Government Code allows local jurisdictions to create a Specific Plan fee (Government Code Section 65456) for the preparation, adoption, and long term administration of the plan and associated EIR monitoring, with the fee based on the relative benefit afforded to the developers involved.

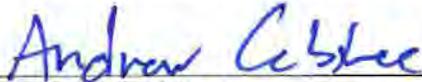
**ECONOMIC/FISCAL IMPACT**

The Tasman East Specific Plan project is fully funded through the City's Building Inspection Reserves account, thereby eliminating any burden to the City's General Fund. The amended agreement will cost an additional \$194,870. This funding is available in the Building Inspection Reserves account (063-44465). Private entities will process entitlements for their project sites subsequent to the adoption of the specific plan and EIR, and will be responsible for the payment of a Specific Plan fee as reimbursement to offset the costs of preparing the Specific Plan and EIR.

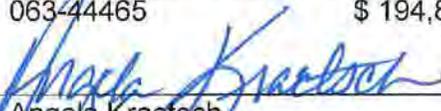
**RECOMMENDATION**

That the Council:

1. Approve appropriations of an additional \$194,870 to the Tasman East Specific Plan project (539-5523-80100-6544), funded by a transfer from the Building Inspection Reserves account (063-44465); and
2. Approve and authorize the City Manager to execute Amendment No. 1 to the Agreement for Professional Services with Perkins + Will, Inc. to complete the Tasman East Specific Plan and Environmental Impact Report (EIR), increasing the not-to-exceed cost by \$194,870 to a revised total of \$954,295.

  
Andrew Crabtree  
Director of Community Development

Certified as to Availability of Funds: *LF*  
063-44465                      \$ 194,870

  
Angela Kraetsch  
Acting Director of Finance

APPROVED:

  
Deanna J. Santaria  
City Manager

FIVE COUNCIL VOTES

*Documents Related to this Report:*

- 1) *Amendment No. 1 to the Agreement for Professional Services with Perkins + Will, Inc.*

**AMENDMENT NO. 1  
TO THE AGREEMENT BETWEEN  
THE CITY OF SANTA CLARA, CALIFORNIA  
AND  
PERKINS + WILL, INC.**

**PREAMBLE**

This agreement (“Amendment No. 1”) is by and between Perkins + Will, Inc., a Delaware corporation, with its principal place of business located at 2 Bryant Street, Suite 300, San Francisco, CA 94105 (“Contractor” or “Consultant”), 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 (“City”). City and Contractor may be referred to individually as a “Party” or collectively as the “Parties” to this Amendment No. 1.

**RECITALS**

- A. The Parties previously entered into an agreement entitled “Agreement for Professional Services by and between the City of Santa Clara, California, and Perkins + Will, Inc.,” dated April 28, 2016 (the “Original Agreement”); and
- B. The Parties entered into the Original Agreement for the purpose of having Contractor provide professional services for the creation of a Tasman East Specific Plan and supporting Environmental Impact Report, and the Parties now wish to amend the Original Agreement to expand upon the original Scope of Services.

The Parties agree as follows:

**AGREEMENT PROVISIONS**

**1. AMENDMENT PROVISIONS**

That Exhibit A, “Scope of Services,” is appended to include additional services from Perkins + Will, Inc., Fehr & Peers, and BKF as described in the attached document entitled “Tasman East Focus Area Plan Additional Services” dated September 12, 2017 and “Additional Services for the Tasman East Specific Plan in Santa Clara” dated June 30, 2017.

**2. AMENDMENT PROVISIONS**

That Exhibit B, “Fee Schedule,” is appended to include additional cost details from Perkins + Will, Inc., Fehr & Peers, and BKF as described in the attached “Additional Services Fee Schedule.” The original Fee Schedule is hereby amended by increasing the total payment by one hundred ninety-four thousand eight hundred seventy dollars (\$194,870), for a new total not to exceed amount of nine hundred fifty-four thousand two hundred ninety five dollars (\$954,295).

**3. AMENDMENT PROVISIONS**

That paragraph five (5) of the Original Agreement, entitled "Term of Agreement," is hereby amended to reflect a revised termination date of September 30, 2018.

**4. TERMS**

All other terms of the Original Agreement which are not in conflict with the provisions of this Amendment No. 1 shall remain unchanged in full force and effect. In case of a conflict in the terms of the Original Agreement and this Amendment No. 1, the provisions of this Amendment No. 1 shall control.

**5. COUNTERPART/FACSIMILE SIGNATURE**

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument; and, the Parties agree that signatures on this Agreement, including those transmitted by facsimile, shall be sufficient to bind the Parties.

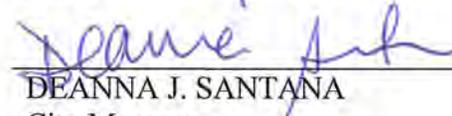
The Parties acknowledge and accept the terms and conditions of this Amendment No. 1 as evidenced by the following signatures of their duly authorized representatives. The Effective Date is the date that the final signatory executes the Agreement. It is the intent of the Parties that this Amendment No. 1 shall become operative on the Effective Date.

**SIGNATURES FOLLOW ON PAGE 3**

**CITY OF SANTA CLARA, CALIFORNIA**  
a chartered California municipal corporation

APPROVED AS TO FORM:

  
BRIAN DOYLE  
Interim City Attorney

Dated: 10/27/17  
  
DEANNA J. SANTANA  
City Manager  
1500 Warburton Avenue  
Santa Clara, CA 95050  
Telephone: (408) 615-2210  
Fax: (408) 241-6771

ATTEST:   
ROD DIRIDON, JR.  
City Clerk

“CITY”

**PERKINS + WILL, INC.**  
a Delaware corporation

Dated: OCTOBER 12, 2017  
By: Geeti Silwal  
(Signature of Person executing the Agreement on behalf of Contractor)  
Name: Geeti Silwal  
Title: Principal-in-Charge  
Local Address: 2 Bryant Street, Suite 300  
San Francisco, CA 94105  
Email Address: Geeti.silwal@perkinswill.com  
Telephone: (415) 856-3000  
Fax: (415) 856-3001

“CONTRACTOR”

I:\PLANNING\Admin\Contracts\Perkins + Will\Amendment No 1\Amendment No. 1 - Form.doc

**AGREEMENT FOR PROFESSIONAL SERVICES  
BY AND BETWEEN THE  
CITY OF SANTA CLARA, CALIFORNIA  
AND  
PERKINS + WILL, INC.**

**ADDENDUM TO EXHIBIT A**

**ADDITIONAL SCOPE OF SERVICES**

The Services to be performed for the City by the Contractor under this Agreement are more fully described in the Contractor's proposal entitled, "Tasman East Focus Area Plan Additional Services" dated September 12, 2017 and "Additional Services for the Tasman East Specific Plan in Santa Clara" dated June 30, 2017, which are attached to this Exhibit A.

September 12, 2017  
Tasman East Focus Area Plan  
**ADDITIONAL SERVICES**

**Task 1** - P+W reset

Review, brainstorm, develop revised strategy and report outline; plan revised report content; and solicit input from client where necessary. The key changes requiring a rework of the Focus Area Plan and the Specific Plan document are –

- Narrower streets and revised lane configurations
- Calle del Sol extension northward to boundary of City Place
- Optional roundabout at Calle Del Sol/Calle de Luna
- Optional 2 lanes/4 lanes on Lick Mill extension
- Allow for possible 600 person 'urban' school
- Minimum 10 acres public open space

These changes will have significant impact on the developed concept and will need careful re-evaluation and reworking for a revised plan. As a part of the analysis for the Calle del Sol extension, BKF will be preparing a street alignment study, as detailed in the attached memorandum dated August 2, 2017.

**Task 2** - Client workshop in SF to review revised strategy, report outline and content and to agree and confirm all changes. P+W will prepare presentation, host and record this meeting. All the changes noted under Task 1 will need to be discussed and debated with the City staff for clear direction before incorporating as policy, standards and guideline recommendation in the Specific Plan. In addition Fehr and Peers will be modifying and expanding the scope of the Parking Demand and Traffic Analysis, as detailed in the attached letter from Matt Haynes to Dennis Dornan dated June 30, 2017.

**Task 3** - P+W prepare revised first draft report

Documentation of agreed upon policy, standards and guideline recommendation will be incorporated in the Specific Plan with the necessary additional graphic illustration for a complete revised first draft report.

**Task 4** - Client review period and comments

Client feedback will be shared as one consolidated set of comments. *No Perkins+Will additional effort is expected against this task.*

**Task 5** - Community Meeting #4

Preparation of draft presentation, final presentation and necessary display material for a final community input session that will be attended and facilitated by P+W. A memo summarizing the feedback will be documented.

**Task 6** - P+W to prepare final draft report in response to client comments and community feedback. Effort required to clarify and reconcile all comments and community feedback received on the first draft with necessary text and graphic update will constitute a complete final draft.

**Task 7** - P+W participate as required in EIR analysis and preparation.

*No Perkins+Will additional effort is expected against this task.*

**Task 8** - P+W attend Planning Commission and City Council Hearings to adopt Specific Plan Report and EIR (eight anticipated).

*No Perkins+Will additional effort is expected against this task (included in base contract).*



June 30, 2017

Dennis Doman  
Perkins + Will  
2 Bryant Street, Suite 300  
San Francisco, CA 94105

**Subject: Additional Services for the Tasman East Specific Plan in Santa Clara**

Dear Mr. Doman:

This letter requests a contract amendment to conduct additional services for the Tasman East Specific Plan not covered under our current scope of work.

Since we have initiated our work on the project, several additional tasks have been requested by the City that were not included in our original transportation analysis scope. These tasks include performing a sensitivity analysis of street extensions within the Specific Plan area connecting to the proposed City Place development, as well as additional analysis discussed in the Santa Clara Valley Transportation Authority's (VTA) Transportation Impact Analysis Guidelines.

VTA's latest Transportation Impact Analysis Guidelines state that any project proposing changes to intersection/roadway geometry or signal operations should include an evaluation of transit delay and a quality of service (QOS) analysis for bicyclists and pedestrians. Additionally, VTA and state guidelines support the inclusion of a vehicle miles travelled (VMT) analysis as part of the project. Finally, the City has requested that we include an analysis of mitigation "triggers" to identify the appropriate implementation timeframe for impacted study intersections.

The purpose of this amendment is to provide an updated scope of work that includes the additional tasks necessary for completion of the Tasman East Specific Plan's Draft EIR. These additional tasks are discussed below.

## SCOPE OF WORK

This contract amendment request includes the following additional tasks:

### **Task 1: Sensitivity Testing of Calle del Sol and Lick Mill Boulevard Extensions**

Based on our recent discussions with the City and the project team, we will perform a "sensitivity analysis" for intersections along Calle del Mundo at the proposed Lick Mill Boulevard Extension,



Calle del Sol extension, and Lafayette Street. The purpose of this analysis will be to determine the potential timing for construction of these street extensions as development proceeds within the Specific Plan area.

In order to perform this analysis, we will evaluate the following 5 intersections:

- Calle del Mundo / Lafayette Street
- Calle del Mundo / Calle del Sol
- Calle del Mundo / Lick Mill Boulevard Extension
- Tasman Drive / Calle del Sol
- Calle de Luna / Calle del Sol

Each intersection will be evaluated with up to three configurations under background and cumulative traffic conditions. We will evaluate these intersection using the Traffix traffic analysis software program to determine expected peak hour traffic delay with and without street extensions to the City Place area. The roundabout option at Calle del Mundo / Calle del Sol will be evaluated using the HCH 2010 capacity method.

Based on these results, we will identify the approximate time period where extending the streets would be important for overall circulation to and from the Specific Plan area. The results of this analysis will be included as part of the Transportation Impact Analysis for the Tasman East Specific Plan EIR.

#### **Task 2: Additional Study Intersections and Counts**

Our original scope included analysis of up to 25 study intersections. Based on the draft estimated trip generation of the project, and anticipated distribution of trips, we have identified 33 potential study intersections that would meet the general threshold of having at least ten project vehicle trips per lane or that have been requested to be analyzed in EIR Notice of Preparation comment letters.

Of these proposed study intersections, most have existing count data available from the City Place project. However, some of these counts were conducted in 2013 or earlier. Based on consultation with the City, we will conduct new traffic counts at all intersections that do not have counts in 2014 or later. We have therefore included budget to conduct new intersection counts at up to 10 intersections as part of this task.



### **Task 3: Transit Delay Analysis for Buses and Rail Routes**

The City has requested that we conduct a transit delay analysis for buses and rail routes in the vicinity of the Specific Plan. For the purposes of this task, transit network performance will be analyzed during the AM and PM peak hour based on the average transit vehicle delay associated with congestion at signalized intersections along a specified corridor with and without the Project.

The change in average transit vehicle delay will be determined using the following process:

- Review Traffix analysis software output for intersection delay. The average delay, by movement, at each intersection within a study corridor in the transit vehicle path of travel will be determined.
- The transit vehicle average delay due to congestion at intersections will be determined by summing the movement delay for each signalized intersection along the study transit corridor. The effects of transit signal priority or preemption will not be considered.
- Without and With Project average transit vehicle delay associated with congestion at intersections will be compared. Note that the transit vehicle dwell time at transit stops is not included in the analysis.

The City of Santa Clara and the VTA do not have documented standards related to transit corridor performance associated with congestion resulting from new development projects. The agencies also do not have a documented method for determining which transit corridors should be analyzed. For purposes of this study, the following routes within one mile of the Specific Plan area and that have full day service with a frequency of 30 minutes or less are analyzed:

- Route 902 – Tasman Drive: North First Street to Great America Parkway
- Route 57 – Great America Parkway: Mission College Boulevard to Tasman Drive
- Route 60 – Great America Parkway: Mission College Boulevard to Tasman Drive

Potential mitigation measures will consider improvements such as increased transit service frequencies, improved pedestrian/bicycle access, and other improvements to enhance transit travel and reduce conflicts with general automobile traffic.

A transit capacity analysis is neither required as part of the VTA TIA Guidelines, nor is in the latest Governor's Office of Planning and Research (OPR) guidance. As a result this task will focus primarily on transit delay, rather than transit capacity. However, given the nature of the Specific Plan and its proximity to transit, we propose to qualitatively evaluate the Project's effect on transit capacity at the Great America station, although this may not be identified as a Project impact.



#### **Task 4: Bicycle and Pedestrian Quality of Service Analysis**

Fehr & Peers will evaluate the pedestrian and bicycle QOS using the Charlotte Bicycle and Pedestrian LOS method at intersections outside of the Specific Plan area where changes to existing geometry would occur as part of the Project or be proposed as mitigation measures. We will conduct this analysis at up to 10 intersections.

The intersections will be evaluated under the following scenarios: (1) Existing Conditions; (2) Existing plus Project Conditions; (3) Background Conditions; (4) Background plus Project Conditions; (5) Cumulative Conditions; (6) Cumulative plus Project Conditions.

#### **Task 5: VMT Analysis Based on Project Trip Generation**

Our current scope of work does not include an evaluation of project Vehicle Miles Travelled (VMT). However, VMT has been proposed as a statewide metric for evaluating project transportation impacts in accordance with SB 743 and guidance prepared by the Governor's Office of Planning and Research (OPR). It has also been proposed by Caltrans in *Implementing Caltrans Strategic Management Plan 2015-2020 Consistent with SB 743 – Interim Guidance* (September 2016), prepared by the Local Development – Intergovernmental Review Program. As a result, we expect the need to conduct a detailed evaluation of project VMT effects as part of the TIA.

As part of this task, we will summarize the expected VMT generated by the proposed Specific Plan. We will also determine whether the VMT generated by the Specific Plan would result in a VMT per capita that would exceed 85 percent of the average VMT per capita for the region under the Plan Bay Area sustainable communities strategy and regional transportation plan.

If significant impacts are identified, Fehr & Peers will identify additional mitigations that might be needed to address daily traffic generation and vehicle miles travelled, including TDM strategies oriented toward reducing daily travel volumes, reducing trip length, strengthening active transportation, and maximizing use of low emission modes.

Fehr & Peers will incorporate the analysis results from the above tasks into the Project's Draft Transportation Impact Analysis (TIA) report. We will respond to one round of consolidated comments from City Staff on the analysis and incorporate changes into the Final TIA.



#### **Task 6: Mitigation Triggers Analysis**

This analysis will be conducted to determine the amount of Project traffic between Background and Cumulative conditions that will trigger each significant intersection impact. It will be conducted with the following steps:

- The AM and PM peak hour level of service calculations for each of the intersections with Background and Cumulative impacts will be selected and reviewed. We assume we will analyze up to 15 impacted intersections as part of this task.
- Increments of Project traffic starting with the background trip generation and ending with the cumulative trip generation will be added to each of the selected intersections.
- Levels of service will then be recalculated with each increment to identify the number of Project vehicle trips that would trigger a cumulative impact at each intersection based on the significance criteria.

The results will be summarized in a memorandum and added as an Appendix to the TIA report.

#### **Task 7: Updated Existing Plus Project Scenario**

This task will include developing a new scenario evaluating existing plus project conditions. This will include developing new trip generation estimates for the project independent of other development projects in the vicinity, and adding project-generated trips to existing volumes obtained from counts representing peak traffic conditions during the morning and evening commute periods.

This analysis will be conducted for all study intersections and freeway analysis segments identified in Task 2 above. This analysis will be presented for informational purposes and will not be used to identify significant transportation impacts.

#### **Task 8: Updated Trip Generation Results**

Our understanding from the project team call on June 19 is that the project description will be updated to include an urban-style school (i.e. with limited playing field space). We will therefore update our current project trip generation analysis to incorporate the expected traffic generated by this school. We will rely on the City to provide the specific enrollment projections and anticipated student enrollment boundary prior to updating the trip generation results. The updated trip generation results will be incorporated into the project's transportation impact analysis.

**AGREEMENT FOR PROFESSIONAL SERVICES  
BY AND BETWEEN THE  
CITY OF SANTA CLARA, CALIFORNIA  
AND  
PERKINS + WILL, INC.**

**ADDENDUM TO EXHIBIT B**

**FEE SCHEDULE**

In no event shall the amount billed to City by Contractor for services under this Agreement exceed nine hundred fifty four thousand two hundred ninety five dollars (\$954, 295), subject to budget appropriations.

The additional Fee Schedules for the total amount of \$194, 870 are fully illustrated and attached to this Exhibit B.

TASMAN EAST BASIC AND ADDITIONAL SERVICES FEE SCHEDULE

REVISION B  
12-Sep-17

Revised scope;  
Narrower streets and revised lane configurations  
Calle del Sol extension northward to boundary of City Place  
Optional roundabout at Calle Del Sol/Calle de Luna  
Optional 2 lanes/4 lanes on Lick Mill extension  
Allow for possible 600 person 'urban' school  
Minimum 10 acres public open space

		Principal		Project Manager		Senior Urban Designer		Landscape architect		Jr. UD/Production		Subtotal
		Hrs	\$ 285	Hrs	\$ 250	Hrs	\$ 185	Hrs	\$ 185	Hrs	\$ 125	
P+W Add. Service TASK 1	P+W reset; review, brainstorm, develop revised strategy and report outline, plan revised report content, solicit input from client where necessary	16	\$ 4,560	16	\$ 4,000	60	\$ 11,100	36	\$ 6,660	40	\$ 5,000	\$31,320
P+W Add. Service TASK 2	Client workshop in SF to review revised strategy, report outline and content and to agree and confirm all changes; P+W prepare, host and record	8	\$ 2,280	12	\$ 3,000	16	\$ 2,960	4	\$ 740	16	\$ 2,000	\$10,980
P+W Add. Service TASK 3	P+W prepare revised first draft report	8	\$ 2,280	8	\$ 2,000	40	\$ 7,400	20	\$ 3,700	60	\$ 7,500	\$22,880
P+W Add. Service TASK 4	Client review period and comments	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	\$0
P+W Add. Service TASK 5	Community meeting #4; P+W prepare presentation/graphic material, facilitate meeting and record feedback.	12	\$ 3,420	16	\$ 4,000	24	\$ 4,440	0	\$ -	40	\$ 5,000	\$16,860
P+W Add. Service TASK 6	P+W prepare final draft report in response to client comments and community feedback	16	\$ 4,560	16	\$ 4,000	60	\$ 11,100	12	\$ 2,220	60	\$ 7,500	\$29,380
P+W TASK 7	P+W participate as required in EIR analysis and preparation (included in base contract)	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	\$0
P+W TASK 8	P+W attend City Council Hearing to adopt Specific Plan Report and EIR (included in base contract)	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	\$0
Fehr+Peers Add. service	Additional transportation analysis (lump sum)											\$79,950
BKF Add. service	Additional street alignment study (lump sum)											\$3,500
<b>SUBTOTAL ADDITIONAL SERVICES</b>												\$194,870
<b>ORIGINAL AGREEMENT</b>												\$759,425
<b>REVISED NOT-TO-EXCEED AMOUNT</b>												<b>\$954,295</b>



ENGINEERS  
SURVEYORS  
PLANNERS

BKF 20155173  
2 August 2017

**Subject: Tasman East  
Civil Engineering– Additional Services Request #1**

**Project Manager: Christopher Mills**

**Task 1: Prepare Street Alignment Study**

Scope of Work: BKF will evaluate options for raising Calle Del Sol to meet the proposed grades of the City Place project to the south. We will develop a vertical alignment for Calle del Sol and indicate the extents of impacts to the plan (fill slopes, retaining walls, areas where access to existing parcels will be limited).

**Total Additional Service Request: \$3,500**

1646 N. California  
Blvd, Suite 400  
Walnut Creek  
California 94596  
Tel 925.940.2200  
Fax 925.940.2299  
www.bkf.com

Tasman East Specific Plan - Additional Transportation Analysis

7/5/2017

Task	Principal	Associate	Engineer	Graphics	Admin	Total Hours	Labor	Other Direct Costs	Total Costs
<i>Hourly Rates --&gt;</i>	\$ 275	\$ 215	\$ 125	\$ 120	\$ 115				
<b>DRAFT EIR</b>									
<b>Additional Tasks</b>									
Sensitivity Analysis - del Sol and Lick Mill	8	12	75	2	6	103	\$ 15,085	\$ 600	\$ 15,685
Additional Study Intersections	4	8	40	8	8	68	\$ 9,700	\$ 5,000	\$ 14,700
Transit Delay Analysis	4	0	40	2	4	50	\$ 6,800	\$ 300	\$ 7,100
Ped/Bike QOS Analysis	4	5	55	4	4	72	\$ 9,990	\$ 475	\$ 10,465
VMT Analysis	2	6	32	0	4	44	\$ 6,300	\$ 300	\$ 6,600
Mitigation Triggers Analysis	4	12	44	0	4	64	\$ 9,640	\$ 450	\$ 10,090
Updated Existing plus Project Scenario	6	12	56	4	6	84	\$ 12,400	\$ 600	\$ 13,000
Updated Trip Generation Estimates	2	2	8	0	2	14	\$ 2,210	\$ 100	\$ 2,310
<b>Total</b>	<b>34</b>	<b>57</b>	<b>350</b>	<b>20</b>	<b>38</b>	<b>499</b>	<b>\$ 72,125</b>	<b>\$ 7,825</b>	<b>\$ 79,950</b>

Dennis Dornan  
June 30, 2017



## FEE AND SCHEDULE

The additional budget to complete these tasks is \$79,950. This includes all staff time, as well as direct expenses.

This agreement will be governed by the terms of our Subcontract dated April 2016. This work will be completed within six weeks of our receipt of a fully-executed contract amendment.

Should you have any questions, please feel free to call me at (408) 645-7018. Otherwise, please provide a contract amendment at your earliest convenience. We appreciate the opportunity to continue working with you on this project.

Sincerely,

FEHR & PEERS



Matt Haynes  
*Principal*



## Agenda Report

19-1515

Agenda Date: 1/15/2019

---

### REPORT TO COUNCIL

#### SUBJECT

Action on Amendment No 2. to the Agreement for Professional Services with Perkins + Will for preparation of the Tasman East Specific Plan and Related Budget Amendment

#### BACKGROUND

The Tasman East Specific Plan will guide the transition of an underutilized 45-acre industrial neighborhood east of the Lawrence Caltrain Station into a pedestrian-friendly, transit oriented development, providing for the addition of 4,500 new residential units in close proximity to transit and jobs. Preparation of the Tasman East Specific Plan is called for in the General Plan as a prerequisite to the redevelopment of this low-intensity industrial area for residential use.

The Specific Plan is intended to support the development of a lively neighborhood that along with the 4,500 new residential dwelling units, also incorporates approximately 100,000 square feet of neighborhood-oriented and convenience retail and 10 acres of open space including various outdoor recreational facilities and landscape features, such as a community garden, a public plaza, pocket parks and paseos.

On April 18, 2016, the City Council awarded a \$759,425 contract to Perkins + Will to assist staff with preparation of the Specific Plan along with preparation of an associated EIR. On October 24, 2017, the City Council approved Amendment No. 1 to the Agreement for Professional Services with Perkins + Will, Inc. Amendment No. 1 increased the total Not-to-Exceed amount by \$194,870 to a total amount of \$954,295 to allow completion of the Tasman East Specific Plan and associated Environmental Impact Report (EIR), which included additional traffic modeling to update the traffic impact analysis, updating of the air quality and noise technical reports, and providing an alternative technical analysis to determine the Plan's impact on greenhouse gas emissions, as well as to make substantial text revisions to the EIR and the Specific Plan documents.

#### DISCUSSION

Staff is recommending that the City Council approve a contract amendment to allow for payment to the Perkins + Will for the final costs of the Plan preparation, including additional outreach with key stakeholders and environmental analysis that was needed to complete the Specific Plan process. The proposed contract amendment for \$186,587 would increase the total consultant costs to \$1,140,882 for the preparation of the Specific Plan and associated EIR. The increased costs correspond to an increase in the consultant work scope to address expanded review of the Specific Plan design standards with developer stakeholders, additional analysis of the roadway network modifications, a request from the Santa Clara Unified School District to analyze a 600-student school within the plan, and land use plan revisions to accommodate additional parkland requirements which arose from City Council feedback at study sessions.

The additional services include consultant support at public meetings and with the developer stakeholder group, preparation of responses to stakeholders and staff as part of input and review on the Specific Plan process, rewriting portions of the EIR in response to the expanded scope, including the need to describe and analyze a possible 600-student school, and preparation of the Final EIR including in depth coordination with the City's outside counsel.

California Government Code section 65456 allows cities to recover costs for preparation, adoption, and administration of a Specific Plan, which includes preparation of the supporting EIR including the additional contract costs described in this Report. Government Code 66016(a) states that proposed fee information should be available to the public at least 10 days in advance of a public meeting on the topic. Current project applicants within the Tasman East Specific Plan area have been notified of the fee and had an opportunity to discuss the fee with City staff. The developers who will pay this fee directly benefit from the expanded project scope in that it provides for additional engagement between them and the project consultant and preparation of a better EIR document to support their future development activities. The Specific Plan provides strong design direction for development proposals and is the foundation of a clear, streamlined approval development approval process.

### **ENVIRONMENTAL REVIEW**

The Tasman East Specific Plan was analyzed under an Environmental Impact Report (EIR) adopted and certified by the City Council on November 13, 2018.

### **FISCAL IMPACT**

The amended agreement will cost an additional \$186,587. Private entities will process entitlements for their project sites subsequent to the adoption of the specific plan and EIR, and will be responsible for the payment of a specific plan fee that will reimburse the City's Building Inspection Reserves account, as applicable.

### **BUDGET AMENDMENT FY 2018/19**

	Current	Increase/ (Decrease)	Revised
<b><u>Fund 063 - Building Inspection Reserves</u></b>			
<u>Transfers Out</u>			
Intra Trs Out - Misc (89990-(I)TO25B)	\$3,177,658	\$186,587	\$3,364,245
<u>Reserve</u>			
Reserve Account (44465)	\$12,741,482	(\$186,587)	\$12,554,895
<b><u>Fund 001 - General Fund</u></b>			
<u>Transfers In</u>			
Intra Trs In - Misc (59940-(I)TO025A)	\$3,177,658	\$186,587	\$3,364,245
<u>Expenditures</u>			
Program 5523 (Advanced Planning)			

Contractual Srvcs (87870)	\$325,500	\$186,587	\$512,087
---------------------------	-----------	-----------	-----------

**COORDINATION**

The proposed contract amendment was 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>> or at the public information desk at any City of Santa Clara public library.

**RECOMMENDATION**

1. Approve and authorize the City Manager to execute Amendment No. 2 to the Agreement for Professional Services with Perkins + Will, Inc. to complete the Tasman East Specific Plan and Environmental Impact Report (EIR), increasing the not-to-exceed cost by \$186,587 to a revised total of \$1,140,882; and
2. Approve appropriations of an additional \$186,587 in contractual services for the Tasman East Specific Plan funded by a transfer from the Building Inspection Reserves account.

Reviewed by: Andrew Crabtree, Director, Community Development Department

Approved by: Deanna J. Santana, City Manager

**ATTACHMENTS**

1. Perkins + Will draft Contract Amendment No. 2
2. Perkins + Will fully executed agreement for Tasman East
2. Perkins + Will Contract Amendment No.1

**AMENDMENT NO. 2  
TO THE AGREEMENT FOR SERVICES  
BETWEEN THE  
CITY OF SANTA CLARA, CALIFORNIA,  
AND  
PERKINS + WILL, INC.**

**PREAMBLE**

This agreement ("Amendment No. 2") is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Perkins + Will, Inc., a Delaware corporation, (Contractor). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

**RECITALS**

- A. The Parties previously entered into an agreement entitled "Agreement for Professional Services by and between the City of Santa Clara, California, and Perkins + Will, Inc.", dated April 28, 2016 (the "Original Agreement");
- B. The Original Agreement was previously amended by Amendment No. 1, dated October 27, 2017, and is again amended by this Amendment No. 2. The Original Agreement and all previous amendments are collectively referred to herein as the "Original Agreement as Amended"; and
- C. The Parties entered into the Original Agreement for the purpose of having Contractor provide professional services for the creation of a Tasman East Specific Plan and supporting Environmental Impact Report, and the Parties now wish to amend the Original Agreement to expand upon the original Scope of Services.

The Parties agree as follows:

**AGREEMENT TERMS AND CONDITIONS**

**1. AMENDMENT TERMS AND CONDITIONS**

That Exhibit A, "Scope of Services," is appended to include additional services from Perkins + Will, Inc., David J. Powers and Associates, and Fehr & Peers as described in the attached document entitled "Tasman East Focus Area Plan Additional Services" dated November 5, 2018.

That Exhibit B, "Fee Schedule," is appended to include additional cost details from Perkins + Will, Inc., David J. Powers and Associates, and Fehr & Peers as described in the attached "Tasman East Basic and Additional Services Fee Schedule." The original Fee Schedule is hereby amended by increasing the total payment by one hundred eighty six thousand five hundred eighty seven dollars (\$186,587), for a new total not to exceed amount of one million one hundred forty thousand eight hundred eighty two dollars (\$1,140,882).

**2. TERMS**

All other terms of the Original Agreement which are not in conflict with the provisions of this Amendment No. 2 shall remain unchanged in full force and effect. In case of a conflict in the terms of the Original Agreement and this Amendment No. 2, the provisions of this Amendment No. 2 shall control.

**3. COUNTERPARTS**

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

The Parties acknowledge and accept the terms and conditions of this Amendment No. 2 as evidenced by the following signatures of their duly authorized representatives.

**CITY OF SANTA CLARA, CALIFORNIA**  
a chartered California municipal corporation

Approved as to Form:

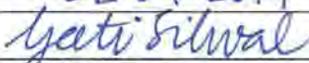
  
\_\_\_\_\_  
BRIAN DOYLE  
City Attorney

Dated:

1/24/19  
  
\_\_\_\_\_  
DEANNA J. SANTANA  
City Manager  
1500 Warburton Avenue  
Santa Clara, CA 95050  
Telephone: (408) 615-2210  
Fax: (408) 241-6771

"CITY"

**PERKINS + WILL, INC.**  
a Delaware corporation

Dated: 02.04.2019  
By (Signature):   
Name: Geeti Silwal  
Title: Principal-in-Charge  
Principal Place of Business Address: 2 Bryant Street, Suite 300  
San Francisco, CA 94105  
Email Address: Geeti.silwal@perkinswill.com  
Telephone: (415) 856-3000  
Fax: (415) 856-3001

"CONTRACTOR"

I:\PLANNING\Admin\Contracts\Perkins + Will\Tasman East\Amendmnet No 2\Amendment No. 2 - Perkins and Will.doc

## **TASMAN EAST FOCUS AREA PLAN ADDITIONAL SERVICES**

*November 5, 2018*

### ***Perkins + Will***

TASK 9: Ongoing professional services during extended Traffic Assessment Analysis Task.

TASK 10: Prepare for, attend and issue summary report for second developer meeting early May 2018 and incorporate any agreed revisions to the draft Specific Plan report.

TASK 11: Prepare for and attend second City Council study session June 26 2018.

TASK 12: Respond to multiple rounds of partial stakeholder and City staff comments on second draft report and reissue draft report for review and discussion at various City staff/stakeholder meetings May and June 2018.

TASK 13: Prepare for and attend third City Council study session early September 2018.

TASK 14: Allow for final round of comments from Developers/Stakeholders to ensure compatibility of Design Intent and Guidelines with known developer proposals. Finalize report upon completion of all negotiations and agreed revisions with developers.

TASK 15: Prepare two street level renderings indicating scale, character and location of potential development, including streetscape improvements and any public open space which may appear in the selected viewpoints. P+W to work with City staff to select rendering viewpoints.

TASK 16: Attend 4 meetings with developers at City Hall in August and September 2018 to review developer concerns regarding building controls, open space and TDM measures.

TASK 17: Prepare for and attend Planning Commission study session September 2018 and Planning Commission hearing October 2018.

### ***David J. Powers and Associates***

Service CA2.1: Following initiation of the EIR preparation, the project description was modified to include a 600 student school within the Plan Area which required circulation of a revised NOP and review of additional public comments on the project. Three iterations of the proposed Specific Plan have also been prepared, requiring review of the project details to ensure the accuracy of the EIR project description and impact analysis. The project has also required review of several iterations of the transportation impact analysis scope of work and review of multiple iterations of the draft transportation impact analysis. Our original scope of work also assumed the Specific Plan EIR process would be completed in one year. The current total estimated schedule for the EIR is 2.5 years which has contributed to the need for additional effort to complete the EIR process.

Service CA2.2: This budget amendment request covers work to complete the Draft EIR and Final EIR for the project. Completion of the Draft EIR required a significant amount of coordination with the City and their outside counsel to revise administrative drafts of the document and finalize the Draft EIR. The work included additional services by the project biologists to reach conclusions on the impacts of the project and discuss their findings with the City. Those services included responding to several rounds of comments on the biological resources report, participating in conference calls, and performing additional analyses related to the potential for birds to collide with tall buildings and for tall buildings to reduce habitat quality in adjacent areas. DJP&A review and coordination of revised Specific Plan roadway network exhibits and attendance at additional meetings and conference calls was also required. This contract amendment assumes approximately 89 hours of DJP&A staff time to complete the Final EIR for the project, attend coordination meetings, and attend hearings for the Specific Plan. The cost to complete the Final EIR is anticipated to be \$15,125 for DJP&A staff time and \$5,382 for the additional biological services, a total of \$20,507. This cost estimate assumes that comments received on the Draft EIR for the Specific Plan do not exceed 25 total pages in length or result in the need for additional technical analysis.

### ***Fehr+Peers***

Additional transportation impacts analysis as requested by City DOT staff.

TASMAN EAST BASIC AND ADDITIONAL SERVICES FEE SCHEDULE

REVISION J  
5-Nov-18

	Principal		Project Manager		Senior Urban Designer		Landscape architect		Jr. UD/Production		Subtotal	
	Hrs	\$ 285	Hrs	\$ 250	Hrs	\$ 185	Hrs	\$ 185	Hrs	\$ 125		
Contract Amendment #2	P+W Add. Service TASK 9	5	\$ 1,425	10	\$ 2,500					8	\$ 1,000	\$4,925.00
	P+W Add. Service TASK 10	6	\$ 1,710	8	\$ 2,000	6	\$ 1,110			16	\$ 2,000	\$6,820.00
	P+W Add. Service TASK 11	6	\$ 1,710			6	\$ 1,110					\$2,820.00
	P+W Add. Service TASK 12			4	\$ 1,000	12	\$ 2,220	4	\$ 740	16	\$ 2,000	\$5,960.00
	P+W Add. Service TASK 13					6	\$ 1,110	6	\$ 1,110			\$2,220.00
	P+W Add. Service TASK 14	36	\$ 10,260	26	\$ 6,500	46	\$ 8,510	104	\$ 19,240	94	\$ 11,750	\$56,260.00
	P+W Add. Service TASK 15											\$3,000.00
	P+W Add. Service TASK 16	12	\$ 3,420	12	\$ 3,000	10	\$ 1,850	4	\$ 740			\$9,010.00
	P+W Add. Service TASK 17					12	\$ 2,220	12	\$ 2,220			\$4,440.00
	David J Powers and Assoc. Add. Service CA2.1											\$50,335.00
	David J Powers and Assoc. Add. Service CA2.2											\$20,507.00
	Fehr+Peers Add. service											\$20,290.00
	<b>SUBTOTAL CONTRACT AMENDMENT #2</b>											<b>\$186,587.00</b>
SUMMARY	ORIGINAL CONTRACT SUM											\$759,425
	AMENDMENT #1											\$194,870
	REVISED NOT-TO-EXCEED AMOUNT											<b>\$1,140,882</b>



## Agenda Report

19-736

Agenda Date: 8/20/2019

---

### REPORT TO COUNCIL

#### SUBJECT

Action on Amendment No 3. to the Agreement for Professional Services with Perkins + Will for Amendments to the Tasman East Specific Plan

#### BACKGROUND

On November 13, 2018, the City Council adopted the Tasman East Specific Plan to guide the transition of an underutilized 45-acre industrial neighborhood east of the Lawrence Caltrain Station into a pedestrian-friendly, transit-oriented development, providing for the addition of 4,500 new residential units near transit and jobs. The Specific Plan also incorporates approximately 100,000 square feet of neighborhood-oriented and convenience retail and 10 acres of open space including various outdoor recreational facilities and landscape features, such as a community garden, a public plaza, pocket parks and paseos. As a result of these features, there has been strong development interest within the Specific Plan. To date, there are currently nine projects in the architectural review process with the City that collectively would allow construction of a total of 3,549 residential units.

On April 18, 2016, the City Council awarded a contract to Perkins + Will to assist staff with preparation of the Specific Plan and an associated Environmental Impact Report (EIR). The contract was amended in October 2017 to complete additional traffic modeling in order to update the traffic impact analysis, update the air quality and noise technical reports, provide alternative technical analysis to determine the Plan's impact on greenhouse gas emissions and make substantial text revisions to the EIR as well as the Specific Plan documents. In January 2019, the contract was again amended to perform additional outreach with key stakeholders and environmental analysis that was needed to complete the Specific Plan process.

#### DISCUSSION

As the City has moved into implementation of the Specific Plan, working with Tasman East property owners, staff is recommending a modification of the Specific Plan to allow the Primavera sewer lift station to be maintained at its current location. As a result, the proposed extension of Calle del Sol would be implemented as a pedestrian paseo rather than a vehicular street. The proposed contract amendment would allow the consultant to complete additional analysis related to maintaining the Primavera sewer lift station in its current location and reconfiguring the Calle del Sol extension into a pedestrian paseo between Calle de Luna and Calle del Mundo. The proposed contract amendment for \$45,500 would increase the total not-to-exceed amount to \$1,186,432 including the current update to the Specific Plan and associated EIR addendum.

#### Changes to the Adopted Specific Plan

##### Calle del Sol Extension

As a part of the adopted Specific Plan, several public improvements were proposed to create a well-designed public realm. One of these improvements was the proposed extension of Calle del Sol

---

northwards between Calle de Luna and Calle del Mundo. This roadway extension was intended to lengthen the proposed main street within Tasman East and to create a pedestrian-oriented public realm along the Calle del Sol extension, with the additional benefit of providing additional vehicular circulation within the neighborhood.

#### Relocation of Sewer Pump Station

To implement the Calle del Sol extension, the City's Primavera lift station would either need to be relocated to the northern terminus of Calle del Sol, on the north side of Calle de Luna, or otherwise be converted to an underground facility within the street right-of-way. Undergrounding the lift station in its current location was determined to be infeasible due to safety concerns with potential build-up of gases in maintenance areas, along with the added difficulty of performing routine maintenance in the public right-of-way.

The City's Public Works Department hired Woodard and Curran consultants to perform an engineering study to assess the needs and requirements to determine the feasibility of relocating the lift station. Relocating the lift station required a full analysis of current sewer flows, reconstruction of sewer lines to redirect flows to a new location, determining connections to sewer mains, and ultimately identifying locations within the plan area that met all the necessary requirements. The City evaluated potential alternative locations for the station on private properties within Tasman East including sites currently being contemplated for development projects. The potentially affected developers indicated that relocation of the lift station would have a significant impact on their development projects which were already submitted for Architectural Review approval to the City prior to the results from the Woodard and Curran relocation study. The developer group proposed an alternative that the lift station could be kept at its current location with an architectural screening treatment along with reconfiguration of the Calle del Sol extension.

#### Pedestrian Paseo Concept

The Tasman East developer group commissioned a design study to look at the ways to maintain the existing lift station in place and redesign the Calle del Sol extension from a two-lane street to be a pedestrian paseo that could accommodate the lift station within a portion of the paseo. City staff were agreeable to the redesign of the Calle del Sol extension provided that the removal of the Calle del Sol extension as a roadway did not impact the flow of traffic within the plan area, and that the revised proposal did not impair placemaking objectives for the district.

Converting the Calle del Sol extension into a paseo and keeping the Calle del Sol extension in place would present three major issues that need to be addressed through the contract amendment. The first issue is to confirm that the roadway network can still accommodate traffic in a manner consistent with what was originally proposed in the Specific Plan and evaluated in the Environmental Impact Report (EIR). The proposed contract amendment includes funds for both the environmental consultant and the traffic sub-consultant to analyze and document the changes to the proposed roadway network.

The second issue is to design the paseo to help create a vibrant and comfortable public realm, recognizing that the above-ground lift station might hamper that objective. Perkins + Will, the City's design consultant, will create design standards for the paseo to reinforce the fact that the paseo is a public space that connects the three major streets within Tasman East. The paseo design will also focus on the optimization of pedestrian as well as bicycle access within the paseo. These changes will be incorporated into an amended Tasman East Specific Plan, which would require approval from

the City Council.

The third concern is to ensure that the paseo is an attractive gathering space that supports the Specific Plan's placemaking objective. Toward that end, the contract also includes funds for subconsultant to Perkins + Will, Strategic Economics, to propose cooperative funding strategies for the area property owners to share in the costs of programming and maintaining the paseo, so that it can be a focal point within the neighborhood. The intention is for the paseo's ongoing maintenance to be privately funded through financing tools such as a business improvement district or similar structure.

### Conceptual Designs

The developer study includes screening and landscaping ideas to minimize the visual impacts of the lift station and its associated odor-control measures. The enclosure will be required to be accessible to heavy equipment, with large access doors and clear space around the enclosure, so that the lift station pumps can be maintained. One of the building concepts, a slatted wooden enclosure, is shown in Attachment 5. The conceptual renderings show conceptual public art on south and east sides of the building and small seating area and stage built into the north side of the building. The public art component of the enclosure would be further refined as part of the contract amendment work. This rendering suggests that the lift station could be accommodated within the paseo and still be consistent with the Specific Plan placemaking objectives.

### Reimbursement Agreement

If the Council approves the proposed contract amendment with Perkins + Will, the City will enter into a reimbursement agreement for \$50,050 with the applicants that are developing projects within the Tasman East Specific Plan. The reimbursement agreement will recover the \$45,500 in costs which includes preparation of the supporting environmental analysis and the additional contract costs described in this report and an additional 10% to recover contract administration costs. The Council previously authorized the City Manager to execute reimbursement agreements for up to \$250,000 in Resolution 18-8619.

### ENVIRONMENTAL REVIEW

The Tasman East Specific Plan was analyzed under an Environmental Impact Report (EIR) adopted and certified by the City Council on November 13, 2018. An Addendum to the EIR will be prepared in accordance with the scope of work proposed under this Amendment.

### FISCAL IMPACT

The proposed amendment includes an increase of \$45,550 for the additional services related to modifications of the Specific Plan. The City will enter into a reimbursement agreement with applicants developing projects within the Tasman East Specific Plan to fully recover these costs.

### COORDINATION

The proposed contract amendment was 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>> or at the public information desk at any City of Santa Clara public library.

### RECOMMENDATION

Approve and authorize the City Manager to execute Amendment No. 3 to the Agreement for Professional Services with Perkins + Will, Inc. to update the Tasman East Specific Plan and prepare an Addendum to the Environmental Impact Report (EIR), increasing the not-to-exceed cost by \$45,500 to a revised total of \$1,186,432.

Reviewed by: Andrew Crabtree, Director, Community Development Department  
Approved by: Deanna J. Santana, City Manager

### ATTACHMENTS

1. Perkins + Will draft Contract Amendment No. 3
2. Perkins + Will fully executed agreement for Tasman East
3. Perkins + Will Contract Amendment No.1
4. Perkins + Will Contract Amendment No. 2
5. Enclosure concept illustrations and proposed street sections

**AMENDMENT NO. 3  
TO THE AGREEMENT FOR SERVICES  
BETWEEN THE  
CITY OF SANTA CLARA, CALIFORNIA,  
AND  
PERKINS + WILL, INC.**

**PREAMBLE**

This agreement ("Amendment No. 3") is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Perkins + Will, Inc., a Delaware corporation (Contractor). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

**RECITALS**

- A. The Parties previously entered into an agreement entitled "Agreement for Professional Services by and between the City of Santa Clara, California, and Perkins + Will, Inc.", dated April 29, 2016 (the "Original Agreement");
- B. The Original Agreement was previously amended by Amendment No. 1, dated October 27, 2017 and Amendment No. 2, dated February 4, 2019. The Original Agreement and all previous amendments are collectively referred to herein as the "Original Agreement as Amended"; and
- C. The Parties entered into the Original Agreement as Amended for the purpose of having Contractor prepare the Tasman East Specific Plan, and the Parties now wish to amend the Original Agreement as Amended to expand the Scope of Services to prepare an amendment to the approved Tasman East Specific Plan.

The Parties agree as follows:

**AGREEMENT TERMS AND CONDITIONS**

**1. AMENDMENT TERMS AND CONDITIONS**

- A. That Section 5 of the Original Agreement as Amended, entitled "Term of Agreement," is hereby amended to revise the termination date of the Agreement to June 30, 2020.
- B. That Exhibit A, entitled "Scope of Services," of the Original Agreement as Amended, is hereby appended to include the attached document entitled "Additional Scope of Services."
- C. That Exhibit B, entitled "Fee Schedule," of the Original Agreement as Amended, is hereby appended to include the attached "Budget for Additional Services."

**2. TERMS**

All other terms of the Original Agreement as Amended which are not in conflict with the provisions of this Amendment No. 3 shall remain unchanged in full force and effect. In case of a conflict in the terms of the Original Agreement as Amended and this Amendment No. 3, the provisions of this Amendment No.3 shall control.

**3. COUNTERPARTS**

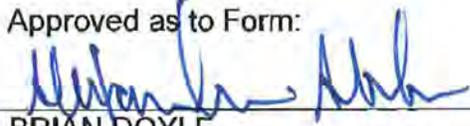
This Amendment No. 3 may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument.

The Parties acknowledge and accept the terms and conditions of this Amendment No. 3 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:

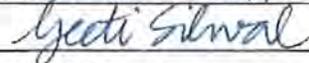
Dated: 8-27-19

  
BRIAN DOYLE  
City Attorney

  
DEANNA J. SANTANA  
City Manager  
1500 Warburton Avenue  
Santa Clara, CA 95050  
Telephone: (408) 615-2210  
Fax: (408) 241-6771

"CITY"

**PERKINS + WILL, INC.**  
a Delaware corporation

Dated: AUGUST 13, 2019  
By (Signature):   
Name: Geeti Silwal  
Title: Principal-in-Charge  
Principal Place of Business Address: 2 Bryant Street, Suite 300  
San Francisco, CA 94105  
Email Address: Geeti.silwal@perkinswill.com  
Telephone: (415) 856-3000  
Fax: (415) 856-3001

"CONTRACTOR"

I:\PLANNING\Admin\Contracts\Perkins + Will\Tasman East\Amendment No 3\Amendment No. 3 - Form.doc

**EXHIBIT A**  
**ADDITIONAL SCOPE OF SERVICES**

The additional Services to be performed for the City by the Contractor under this Amended Agreement are set forth below.

**1. OUTLINE SCOPE OF WORK**

**A. Strategic Economics (SE)**

- **District-Based Funding Options for Operations and Maintenance:** SE will assist the City in examining district-based funding mechanisms that can support operations, programming, and maintenance of the Calle del Sol extension plaza, and will provide a recommendation as to which mechanism is most appropriate. The examined options will include business improvement districts, property-based improvement districts, and community benefit districts. Each of these districts provides sufficient funding for basic operations and maintenance (but not major capital improvements or land acquisition) and creates a local entity that can represent the interests of local stakeholders. The districts vary, however, in whether businesses, property owners, and/or residents contribute funding. Strategic Economics will first provide an explanation of how each district type is funded and structured, and the pros and cons of implementing the district in Tasman East. These pros and cons will focus on qualitative considerations such as stakeholder interest, the relationship of contributors to the likely benefits provided, etc.
- Based on this information, Strategic Economics will then work with City staff to determine which structure would be implementable and appropriate for Tasman East. As part of this effort, Strategic Economics staff will participate in calls with City staff, up to one in-person meeting with staff, and participate in up to one in-person meeting with developers and property owners in the Tasman East area to present the findings of the initial pros/cons memo.
- Deliverables:
  - Draft memo providing explanation of different district-based funding mechanisms and their pros and cons for the Tasman East area.
  - Final revised version of draft memo that identifies the selected district-based funding mechanism, the reasons for its selection, and the next steps to be undertaken for the mechanism's implementation

- **Plan Revisions:** SE will update sections of the plan as-needed, including incorporation of new findings regarding district-based tools selection and implementation.

**B. David J. Powers and Associates / Fehr and Peers**

- Prepare EIR addendum to represent revised circulation and access strategy, including text and graphics

**C. Perkins + Will**

- Develop layout of bike and pedestrian route and possible new mid-block plaza
- Coordinate with developers to ensure compatibility of Specific Plan addendum and developer proposals for public realm
- Update all text and diagrams in Specific Plan Report which are affected by the revised Calle del Sol extension layout
- Create any new diagrams, plans, sections which are necessary to communicate the revised layout
- Coordinate with SE, DJP&A and F&P to ensure compatibility of all updates
- Coordinate with CSC planning staff and City Manager's Office to confirm preferred option(s) and layout
- General team management, contract amendment, invoices etc.

**2. SCHEDULE**

Six to eight weeks, including two to four weeks for internal CSC decision-making process

**EXHIBIT B**  
**BUDGET FOR ADDITIONAL SCOPE OF SERVICES**

For the additional services described in Exhibit A, the cost of said services will be as follows:

Strategic Economics (SE)	\$15,550
David J. Powers & Associates (DJP) and Fehr & Peers (FP)	\$10,000
Perkins + Will, Inc. (P+W)	\$20,000
<b>Total</b>	<b>\$45,550</b>

Combined with the previous scope of services, the total value of this agreement shall not exceed one million one hundred eighty-six thousand four hundred thirty-two dollars (\$1,186,432).

**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT  
ADMINISTRATION AND MANAGEMENT DIVISION  
Business and Contract Services Branch  
Contracts Office**

2020 W. El Camino Avenue, Suite 130, 95833  
P. O. Box 952054  
Sacramento, CA 94252-2054  
(916) 263-6928 / FAX (916) 263-6917  
[www.hcd.ca.gov](http://www.hcd.ca.gov)



MAR 27 2020

Deanna J. Santana  
City Manager  
City of Santa Clara  
1500 Warburton Avenue  
Santa Clara, CA 95050

**RE: Grant 19-PGP-13901**

Dear Deanna J. Santana:

Congratulations on your Planning Grants Program (PGP), 2019 NOFA award. Attached is an electronic copy of the Standard Agreement ("Agreement") with Exhibits A through E:

**A. Standard Agreement Contents (STD 213 and Exhibits A through E)**

**STD 213 - Cover page**

**Exhibit A - Authority, Purpose and Scope of Work**

**Exhibit B - Budget Detail and Payment Provisions**

**Exhibit C\* - State of California General Terms and Conditions - GTC 04/2017**

*\*Exhibit C is now incorporated by reference; please see the STD 213 for additional information.*

**Exhibit D - PGP Terms and Conditions**

**Exhibit E - Special Conditions**

**B. For expeditious handling of the contract, the Department offers two options for returning signed STD 213; please complete the following:**

1. Review the entire Agreement thoroughly and, if necessary, discuss the requirements with your legal and financial advisors.
2. The person or persons authorized by the Resolution(s), must provide an **original signature, printed name, title and date, must use blue ink**, on the lower left-hand section entitled "Contractor" on the STD 213 and/or on page 2 of the STD 213, if applicable.
3. **Option One:** For electronic signature processing, reply to this Standard Agreement

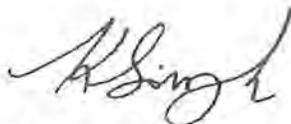
email notification with the attached, fully signed STD 213 page(s). All signatures must be original and in **blue ink**. All signers must be included in the reply email and confirm acceptance of e-signing the Agreement.

4. **Option Two:** Print five copies of the Standard Agreement, STD 213. Do not send photocopies of the signed STD 213 page(s). All five copies must be an original signature with **wet, blue ink**; do not return the Exhibits to HCD.
5. **Note:** If the resolution did not authorize a designated official to sign the STD 213 and amendments thereto, your governing body must adopt a resolution authorizing a designated official(s) to sign the STD 213 and any subsequent amendments. If the authorized designee as reflected in the resolution, the awarded NOFA amount or your entity status has changed, you are required to provide, to the Department, a new resolution consistent with the terms of the NOFA award and adopted by your Board.
6. Return the e-signed copy or the five signed copies of the STD 213; and, if applicable, the certified resolution within 30 days from the date of this letter to the following address:  
  
**Department of Housing and Community Development  
Business & Contract Services Branch  
Contracts Office, Attn. Kelvin Singh  
2020 West El Camino Avenue, Suite 130  
Sacramento, CA 95833**
7. Maintain a complete electronic version of the contract Agreement, STD 213 and Exhibits, for your pending file. **Note: The contract is not effective until it is signed by the Awardee's designated official and the Department.**

The Department reserves the right to cancel any pending Standard Agreement in its entirety if not returned within the required 30-day period.

Please contact Planning Grants Program Manager, Paul McDougall, at [paul.mcdougall@hcd.ca.gov](mailto:paul.mcdougall@hcd.ca.gov), if you have any questions regarding the Standard Agreement or the provisions therein.

Sincerely,



Kelvin Singh  
Contract Analyst

Attachment

cc: Planning Grants Program, John Buettner

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER

19-PGP-13901

PURCHASING AUTHORITY NUMBER (if applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

CONTRACTOR'S NAME

City of Santa Clara

2. The term of this Agreement is:

START DATE

Upon HCD Approval

THROUGH END DATE

12/31/2022

3. The maximum amount of this Agreement is:

\$310,000.00

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

EXHIBITS	TITLE	PAGES
Exhibit A	Authority, Purpose and Scope of Work	2
Exhibit B	Budget Detail and Payment Provisions	5
Exhibit C*	State of California General Terms and Conditions	GTC - 04/2017
Exhibit D	PGP Terms and Conditions	8
Exhibit E	Special Conditions	0
TOTAL NUMBER OF PAGES ATTACHED		15

Items shown with an asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

City of Santa Clara

CONTRACTOR BUSINESS ADDRESS

1500 Warburton Avenue

CITY

Santa Clara

STATE

CA

ZIP

95050

PRINTED NAME OF PERSON SIGNING

Deanna J Santana

TITLE

City Manager

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

4/17/2020

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Department of Housing and Community Development

CONTRACTING AGENCY ADDRESS

2020 W. El Camino Ave., Suite 130

CITY

Sacramento

STATE

CA

ZIP

95833

PRINTED NAME OF PERSON SIGNING

Synthia Rhinehart

TITLE

Contracts Manager,  
Business & Contract Services Branch

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

California Department of General Services Approval (or exemption, if applicable)

Exempt per: SCM Vol. 1 4.04.A.3 (DGS memo dated 6/12/1981)

APPROVED AS TO FORM:  
SANTA CLARA CITY ATTORNEY'S OFFICE

**EXHIBIT A**

**AUTHORITY, PURPOSE AND SCOPE OF WORK**

**1. Authority**

Pursuant to Health and Safety Code section 50470, subdivision (b)(1)(A), the State of California Department of Housing and Community Development (the "Department" or "State") has established the Planning Grants Program ("PGP," or the "Program" as defined in Section 102 of the Guidelines) for Local Governments and Localities. This Standard Agreement, along with all its exhibits (the "Agreement"), is entered into under the authority of, and in furtherance of, the purpose of the Program. Pursuant to Health and Safety Code Section 50470, subdivision (d), the Department has issued the Senate Bill 2 Planning Grants Program Year 1 Guidelines (the "Guidelines") dated December 2018 governing the Program, and a Notice of Funding Availability ("NOFA") dated March 28, 2019.

**2. Purpose**

In accordance with the authority cited above, the Grantee has been awarded financial assistance in the form of a grant from the Program. The Department has agreed to make the grant to provide financial assistance for the preparation, adoption and implementation of a plan for Accelerating Housing Production and Streamlined Housing Production (as defined in Section 102 of the Guidelines) pursuant to the terms of the Guidelines, the NOFA, and this Agreement. By entering into this Agreement and thereby accepting the award of the Program funds, the Grantee agrees to comply with the terms and conditions of the Guidelines, the NOFA, this Agreement, the representations contained in the application, and the requirements of the authority cited above. Based on the representations made by the Grantee, the State shall provide a grant in the amount shown in Exhibit B, Section 2.

**3. Definitions**

Terms herein shall have the same meaning as definitions in Section 102 of the Guidelines.

**4. Scope of Work**

Update planning documents, entitlement processes or zoning ordinances in accordance with the Grantee's Schedule F: Project Timeline and Budget, as provided by the Grantee in the SB 2 Planning Grant Program application used for subsequent approval by the Department.

**5. Department Contract Coordinator**

The Contract Coordinator of this Agreement for the Department is the Housing Policy Development Manager, or the Manager's designee. Unless otherwise informed, any

**EXHIBIT A**

notice, report, or other communication required by this Agreement shall be mailed by first class mail to the Department Contract Coordinator at the following address:

Department of Housing and Community Development  
Housing Policy Development  
Land Use Planning Unit  
Attention: PGP Program Manager  
2020 West El Camino Avenue, Suite 500  
Sacramento, CA 95833  
P. O. Box 952050  
Sacramento, CA 94252-2050

**EXHIBIT B**

**BUDGET DETAIL AND PAYMENT PROVISIONS**

**1. Application for Funds**

- A. The Department is entering into this Agreement on the basis of, and in reliance on facts, information, assertions and representations contained in the Application and any subsequent modifications or additions thereto approved by the Department. The Application and any approved modifications and additions thereto are hereby incorporated into this Agreement.
- B. The Grantee warrants that all information, facts, assertions and representations contained in the Application and approved modifications and additions thereto are true, correct, and complete to the best of the Grantee's knowledge. In the event that any part of the Application and any approved modification and addition thereto is untrue, incorrect, incomplete, or misleading in such a manner that would substantially affect the Department's approval, disbursement, or monitoring of the funding and the grant or activities governed by this Agreement, the Department may declare a breach hereof and take such action or pursue such remedies as are provided for breach hereof.

**2. Grant and Reimbursement Limit**

The maximum total amount granted and reimbursable to the Grantee pursuant to this Agreement shall not exceed \$310,000.

**3. Grant Timelines**

- A. This Agreement is effective upon approval by all parties and the Department, which is evidenced by the date signed by the Department on page one, Standard Agreement, STD 213 (the "Effective Date").
- B. All Grant funds must be expended by June 30, 2022.
- C. The Grantee shall deliver to the Department all final invoices for reimbursement on or before February 28, 2022, to ensure meeting the June 30, 2022 deadline. Under special circumstances, as determined by the Department, the Department may modify the February 28, 2022 deadline.
- D. It is the responsibility of the Grantee to monitor the project and timeliness of draws within the specified dates.

## EXHIBIT B

### 4. Allowable Uses of Grant Funds

- A. The Department shall not award or disburse funds unless it determines that the grant funds shall be expended in compliance with the terms and provisions of the Guidelines, the NOFA, and this Agreement.
- B. Grant funds shall only be used by the Grantee for project activities approved by the State that involve the preparation and adoption of project activities as stated in the scope of work, project description, project timeline and other parts of the application, and eligible activities and uses pursuant to Article III of the Guidelines.
- C. Grant funds may not be used for administrative costs of persons employed by the Grantee for activities not directly related to the preparation and adoption of the proposed activity.
- D. The Grantee shall use no more than 5 percent of the total grant amount for costs related to administration of the project.
- E. A Grantee that receives funds under this Program may use a subcontractor. The subcontract shall provide for compliance with all the requirements of the Program. The subcontract shall not relieve the Grantee of its responsibilities under the Program.
- F. After the contract has been executed by the Department and all parties, approved and eligible costs for eligible activities may be reimbursed for the project(s) upon completion of deliverables in accordance with Schedule F: Project Timeline and Budget and the Statement of Work and subject to the terms and conditions of this Agreement.
- G. Only approved and eligible costs incurred for work after the NOFA date, continued past the date of execution and acceptance of the Standard Agreement and completed during the grant term will be reimbursable.
- H. Approved and eligible costs incurred prior to the NOFA date are ineligible.

### 5. Performance

The Grantee shall take such actions, pay such expenses, and do all things necessary to complete the scope of work specified in Exhibit A and as incorporated by the SB 2 Program application in accordance with the schedule for completion set forth therein and within the terms and conditions of this Agreement.

**EXHIBIT B**

**6. Fiscal Administration**

- A. The Grantee is responsible for maintaining records which fully disclose the activities funded by the PGP grant. Adequate documentation for each reimbursable transaction shall be maintained to permit the determination, through an audit if requested by the State, of the accuracy of the records and the allowability of expenditures charged to PGP grant funds. If the allowability of expenditure cannot be determined because records or documentation are inadequate, the expenditure may be disallowed, and the State shall determine the reimbursement method for the amount disallowed. The State's determination of the allowability of any expense shall be final, absent fraud, mistake or arbitrariness.
- B. Work must be completed prior to requesting reimbursement. The Department may make exceptions to this provision on a case by case basis. In unusual circumstances, the Department may consider alternative arrangements to reimbursement and payment methods based on documentation demonstrating cost burdens, including the inability to pay for work.
- C. Prior to receiving reimbursement, the Grantee shall submit the following documentation:
- 1) Government Agency Taxpayer ID Form (GovTIN; Fi\$cal form);
  - 2) A Request for Funds on a form provided by the Department; and
  - 3) Any and all documentation requested by the Department in the form and manner as outlined in the following subsection D.
- D. Grantee shall submit all required reimbursement documentation to the following address:
- Department of Housing and Community Development  
Housing Policy Development  
Land Use Planning Unit  
Attention: PGP Program Manager  
2020 West El Camino Avenue, Suite 500  
Sacramento, CA 95833  
P. O. Box 952050  
Sacramento, CA 94252-2050
- E. The Grantee shall submit invoices for reimbursement to the Department according to the following schedule:

**EXHIBIT B**

- 1) At maximum, once per quarter; or
- 2) Upon completion of a deliverable, subject to the Department's approval; and
- 3) At minimum, one invoice for reimbursement annually.

The Department will use the 2019 calendar year beginning with January, with first requests for reimbursement accepted on or after September 30, 2019.

- F. The request for reimbursement must be for a minimum of 15 percent of the maximum grant amount awarded. The Department may consider exceptions to the minimum amount requested on a case-by-case basis. All invoices shall reference the contract number and shall be signed and submitted to the Department's Program Manager at the address provided above in Section 6, item D of Exhibit B. Invoices shall include at a minimum the following information:
- 1) Names of the Grantee's personnel performing work;
  - 2) Dates and times of project work;
  - 3) Itemized costs in accordance with the Schedule F: Project Timeline and Budget and Statement of Work, including identification of each employee, contractor, subcontractor staff who provided services during the period of the invoice, the number of hours and hourly rates for each of the Grantee's employees, contractor(s), sub-recipient(s) or subcontractor's staff member(s), authorized expenses with receipts, and contractor, sub-recipient and subcontractor invoices; and
  - 4) Any other documents, certifications, or evidence deemed necessary by the Department prior to disbursement of grant funds.
- G. The Department will reimburse the Grantee directly for all allowable project costs as promptly as the Department's fiscal procedures permit upon receipt of an itemized signed invoice.
- H. The Department recognizes that budgeted deliverable amounts are based upon estimates. Grantees may request, in writing, a budget adjustment across deliverables subject to written approval by the Department, as long as the total budget does not exceed the maximum amount awarded to the Grantee.
- I. Grant funds cannot be disbursed until this Standard Agreement has been fully executed.

## EXHIBIT B

- J. Grant fund payments will be made on a reimbursement basis; advance payments are not allowed. The Grantee, its subcontractors and all partners, must have adequate cash flow to pay all grant-related expenses prior to requesting reimbursement from the Department. The Department may consider alternative arrangements to reimbursement and payment methods based on documentation demonstrating cost burdens, including the inability to pay for work pursuant to Section 601(f) of the Guidelines.
- K. The Grantee will be responsible for compiling and submitting all invoices, supporting documentation and reporting documents. Invoices must be accompanied by reporting materials where appropriate. Invoices without the appropriate reporting materials will not be paid.
  - 1) Supporting documentation may include, but is not limited to; purchase orders, receipts, progress payments, subcontractor invoices, timecards, or any other documentation as deemed necessary by the Department to support the reimbursement to the Grantee for expenditures incurred.
- L. The Grantee will submit for reimbursements to the Department based on actual costs incurred, and must bill the State based on clear and completed objectives and deliverables as outlined in the application, in Schedule F: Project Timeline and Budget, the Statement of Work, and/or any and all documentation incorporated into this Standard Agreement and made a part thereof.
- M. The Department may withhold 10 percent of the grant until grant terms have been fulfilled to the satisfaction of the Department.

**EXHIBIT D**

**PGP TERMS AND CONDITIONS**

**1. Reporting**

- A. During the term of the Standard Agreement the Grantee shall submit, upon request of the Department, a performance report that demonstrates satisfaction of all requirements identified in this Standard Agreement.
- B. Upon completion of all objectives and deliverables required to fulfill this contract pursuant to Schedule F: Project Timeline and Budget and the Scope of Work, Exhibit A, Section 4, and as referred to in Exhibit B, Section 6, subsection K. within this Standard Agreement, the Grantee shall submit a final close out report in accordance with Section 604, subsection (b), and as instructed in Attachment 3 of the December 2018 Planning Grants Program Guidelines. The close out report shall be submitted with the final invoice by the end of the grant term as listed in Exhibit B, Section 3, subsection C.

**2. Accounting Records**

- A. The Grantee, its staff, contractors and subcontractors shall establish and maintain an accounting system and reports that properly accumulate incurred project costs by line. The accounting system shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices.
- B. The Grantee must establish a separate ledger account for receipts and expenditures of grant funds and maintain expenditure details in accordance with the scope of work, project timeline and budget. Separate bank accounts are not required.
- C. The Grantee shall maintain documentation of its normal procurement policy and competitive bid process (including the use of sole source purchasing), and financial records of expenditures incurred during the course of the project in accordance with GAAP.
- D. The Grantee agrees that the state or designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of the Standard Agreement.
- E. Subcontractors employed by the Grantee and paid with moneys under the terms of this Standard Agreement shall be responsible for maintaining accounting records as specified above.

**3. Audits**

- A. At any time during the term of the Standard Agreement, the Department may perform or cause to be performed a financial audit of any and all phases of the award. At the

#### EXHIBIT D

Department's request, the Grantee shall provide, at its own expense, a financial audit prepared by a certified public accountant. The State of California has the right to review project documents and conduct audits during and over the project life.

- 1) The Grantee agrees that the Department or the Department's designee shall have the right to review, obtain, and copy all records and supporting documentation pertaining to performance of this Agreement.
  - 2) The Grantee agrees to provide the Department or the Department's designee, with any relevant information requested.
  - 3) The Grantee agrees to permit the Department or the Department's designee access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees who might reasonably have information related to such records and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with statutes, Program guidelines, and this Agreement.
- B. If a financial audit is required by the Department, the audit shall be performed by an independent certified public accountant. Selection of an independent audit firm shall be consistent with procurement standards contained in Exhibit D, Section 8 subsection A. of this Standard Agreement.
- 1) The Grantee shall notify the Department of the auditor's name and address immediately after the selection has been made. The contract for the audit shall allow access by the Department to the independent auditor's working papers.
  - 2) The Grantee is responsible for the completion of audits and all costs of preparing audits.
  - 3) If there are audit findings, the Grantee must submit a detailed response acceptable to the Department for each audit finding within 90 days from the date of the audit finding report.
- C. The Grantee agrees to maintain such records for possible audit after final payment pursuant to Exhibit D, Section 3, subsection E. below, unless a longer period of records retention is stipulated.
- 1) If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been started before the expiration of the required record retention period, all records must be retained by the Grantee, contractors and sub-contractors until completion of the action and resolution of all issues which arise from it. The Grantee shall include in any contract that it enters into in an amount exceeding \$10,000, the Department's right to audit the contractor's records and interview their employees.

**EXHIBIT D**

2) The Grantee shall comply with the caveats and be aware of the penalties for violation of fraud and for obstruction of investigation as set forth in California Public Contracts Code Section 10115.10.

D. The determination by the Department of the eligibility of any expenditure shall be final.

E. The Grantee shall retain all books and records relevant to this Agreement for a minimum of (3) three years after the end of the term of this Agreement. Records relating to any and all audits or litigation relevant to this Agreement shall be retained for five years after the conclusion or resolution of the matter.

**4. Remedies of Non-performance**

A. Any dispute concerning a question of fact arising under this Standard Agreement that is not disposed of by agreement shall be decided by the Department's Housing Policy Development Manager, or the Manager's designee, who may consider any written or verbal evidence submitted by the Grantee. The decision of the Department's Housing Policy Development Manager or Designee shall be the Department's final decision regarding the dispute.

B. Neither the pendency of a dispute nor its consideration by the Department will excuse the Grantee from full and timely performance in accordance with the terms of this Standard Agreement.

C. In the event that it is determined, at the sole discretion of the Department, that the Grantee is not meeting the terms and conditions of the Standard Agreement, immediately upon receiving a written notice from the Department to stop work, the Grantee shall cease all work under the Standard Agreement. The Department has the sole discretion to determine that the Grantee meets the terms and conditions after a stop work order, and to deliver a written notice to the grantee to resume work under the Standard Agreement.

D. Both the Grantee and the Department have the right to terminate the Standard Agreement at any time upon 30 days written notice. The notice shall specify the reason for early termination and may permit the grantee or the Department to rectify any deficiency(ies) prior to the early termination date. The Grantee will submit any requested documents to the Department within 30 days of the early termination notice.

E. There must be a strong implementation component for the funded activity through this Program, including, where appropriate, agreement by the locality to formally adopt the completed planning document. Localities that do not formally adopt the funded activity could be subject to repayment of the grant.

F. The following shall each constitute a breach of this Agreement:

1) Grantee's failure to comply with any of the terms and conditions of this Agreement.

2) Use of, or permitting the use of, grant funds provided under this Agreement for any

## EXHIBIT D

ineligible costs or for any activity not approved under this Agreement.

- 3) Any failure to comply with the deadlines set forth in this Agreement unless approved by the Program Manager.

G. In addition to any other remedies that may be available to the Department in law or equity for breach of this Agreement, the Department may at its discretion, exercise the following remedies:

- 1) Disqualify the Grantee from applying for future PGP Funds or other Department administered grant programs;
- 2) Revoke existing PGP award(s) to the Grantee;
- 3) Require the return of unexpended PGP funds disbursed under this Agreement;
- 4) Require repayment of PGP Funds disbursed and expended under this agreement;
- 5) Seek a court order for specific performance of the obligation defaulted upon, or the appointment of a receiver to complete the obligations in accordance with the PGP Program requirements; and
- 6) Other remedies available at law, or by and through this agreement. All remedies available to the Department are cumulative and not exclusive.
- 7) The Department may give written notice to the Grantee to cure the breach or violation within a period of not less than 15 days.

### 5. Indemnification

Neither the Department nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by the Grantee, its officers, employees, agents, its contractors, its sub-recipients or its subcontractors under or in connection with any work, authority or jurisdiction conferred upon the Grantee under this Standard Agreement. It is understood and agreed that the Grantee shall fully defend, indemnify and save harmless the Department and all of the Department's staff from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by the Grantee, its officers, employees, agents contractors, sub-recipients, or subcontractors under this Standard Agreement.

### 6. Waivers

No waiver of any breach of this Agreement shall be held to be a waiver of any prior or subsequent breach. The failure of the Department to enforce at any time the provisions of this Agreement, or to require at any time, performance by the Grantee of these provisions, shall in no way be

## EXHIBIT D

construed to be a waiver of such provisions nor to affect the validity of this Agreement or the right of the Department to enforce these provisions.

### 7. Relationship of Parties

It is expressly understood that this Standard Agreement is an agreement executed by and between two independent governmental entities and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship whatsoever other than that of an independent party.

### 8. Third-Party Contracts

- A. All state-government funded procurements must be conducted using a fair and competitive procurement process. The Grantee may use its own procurement procedures as long as the procedures comply with all City/County laws, rules and ordinances governing procurement, and all applicable provisions of California state law.
- B. Any contract entered into as a result of this Agreement shall contain all the provisions stipulated in the Agreement to be applicable to the Grantee's sub-recipients, contractors, and subcontractors. Copies of all agreements with sub-recipients, contracts, and subcontractors must be submitted to the Department's program manager.
- C. The Department does not have a contractual relationship with the Grantee's sub-recipients, contractors, or subcontractors, and the Grantee shall be fully responsible for all work performed by its sub-recipients, contractors, or subcontractors.
- D. In the event the Grantee is partnering with another jurisdiction or forming a collaborative effort between the Grantee and other jurisdictions who are grantees of the SB 2 Planning Grants Program, the Grantee acknowledges that each partner and/or all entities forming the SB 2 Planning Grants Program collaborative are in mutual written agreement with each other but are contractually bound to the Department under separate, enforceable contracts.
- E. In the event the Grantee is partnering with another jurisdiction or forming a collaborative effort with other entities that are not grantees of the SB 2 Planning Grants Program, the Department shall defer to the provisions as noted in subsections 8(B) and 8(C) of this part.

### 9. Compliance with State and Federal Laws, Rules, Guidelines and Regulations

- A. The Grantee agrees to comply with all state and federal laws, rules and regulations that pertain to construction, health and safety, labor, fair employment practices, equal opportunity, and all other matters applicable to the grant, the Grantee, its contractors or subcontractors, and any other grant activity.
- B. During the performance of this Agreement, the Grantee assures that no otherwise qualified person shall be excluded from participation or employment, denied program

## EXHIBIT D

benefits, or be subjected to discrimination based on race, color, ancestry, national origin, sex, gender, gender identity, gender expression, genetic information, age, disability, handicap, familial status, religion, or belief, under any program or activity funded by this contract, as required by Title VI of the Civil Rights Act of 1964, the Fair Housing Act (42 USC 3601-20) and all implementing regulations, and the Age Discrimination Act of 1975 and all implementing regulations.

- C. The Grantee shall include the nondiscrimination and compliance provisions of this clause in all agreements with its sub-recipients, contractors, and subcontractors, and shall include a requirement in all agreements with all of same that each of them in turn include the nondiscrimination and compliance provisions of this clause in all contracts and subcontracts they enter into to perform work under the PGP.
- D. The Grantee shall, in the course of performing project work, fully comply with the applicable provisions of the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)
- E. The Grantee shall adopt and implement affirmative processes and procedures that provide information, outreach and promotion of opportunities in the PGP project to encourage participation of all persons regardless of race, color, national origin, sex, religion, familial status, or disability. This includes, but is not limited to, a minority outreach program to ensure the inclusion, to the maximum extent possible, of minorities and women, and entities owned by minorities and women, as required by 24 CFR 92.351.

### 10. Litigation

- A. If any provision of this Agreement, or an underlying obligation, is held invalid by a court of competent jurisdiction, such invalidity, at the sole discretion of the Department, shall not affect any other provisions of this Agreement and the remainder of this Agreement shall remain in full force and effect. Therefore, the provisions of this Agreement are, and shall be, deemed severable.
- B. The Grantee shall notify the Department immediately of any claim or action undertaken by or against it, which affects or may affect this Agreement or the Department, and shall take such action with respect to the claim or action as is consistent with the terms of this Agreement and the interests of the Department.

### 11. Changes in Terms/Amendments

This Agreement may only be amended or modified by mutual written agreement of both parties.

### 12. State-Owned Data

- A. Definitions

## EXHIBIT D

1) Work:

The work to be directly or indirectly produced by the Grantee, its employees, or by and of the Grantee's contractor's, subcontractor's and/or sub-recipient's employees under this Agreement.

2) Work Product:

All deliverables created or produced from Work under this Agreement including, but not limited to, all Work and Deliverable conceived or made, or made hereafter conceived or made, either solely or jointly with others during the term of this Agreement and during a period of six months after the termination thereof, which relates to the Work commissioned or performed under this Agreement. Work Product includes all deliverables, inventions, innovations, improvements, or other works of authorship Grantee and/or Grantee's contractor subcontractor and/or sub-recipient may conceive of or develop in the course of this Agreement, whether or not they are eligible for patent, copyright, trademark, trade secret or other legal protection.

3) Inventions:

Any ideas, methodologies, designs, concept, technique, invention, discovery, improvement or development regardless of patentability made solely by the Grantee or jointly with the Grantee's contractor, subcontractor and/or sub-recipient and/or Grantee's contractor, subcontractor, and/or sub-recipient's employees with one or more employees of the Department during the term of this Agreement and in performance of any Work under this Agreement, provided that either the conception or reduction to practice thereof occurs during the term of this Agreement and in performance of Work issued under this Agreement.

### B. Ownership of Work Product and Rights

- 1) All work Product derived by the Work performed by the Grantee, its employees or by and of the Grantee's contractor's, subcontractor's and/or sub-recipient's employees under this Agreement, shall be owned by the Department and shall be considered to be works made for hire by the Grantee and the Grantee's contractor, subcontractor and/or subrecipient for the Department. The Department shall own all copyrights in the work product.
- 2) Grantee, its employees and all of Grantee's contractor's, subcontractor's and sub-recipient's employees agree to perpetually assign, and upon creation of each Work Product automatically assigns, to the Department, ownership of all United States and international copyrights in each and every Work Product, insofar as any such Work Product, by operation of law, may not be considered work made for hire by the Grantee's contractor, subcontractor and/or subrecipient from the Department. From time to time upon the Department's request, the Grantee's contractor, subcontractor and/or subrecipients, and/or its employees, shall confirm such

**EXHIBIT D**

assignments by execution and delivery of such assignment, confirmations or assignment or other written instruments as the Department may request. The Department shall have the right to obtain and hold in its name all copyright registrations and other evidence of rights that may be available for Work Product under this Agreement. Grantee hereby waives all rights relating to identification of authorship restriction or limitation on use or subsequent modification of the Work.

- 3) Grantee, its employees and all Grantee's contractors, subcontractors and sub-recipients hereby agrees to assign to the Department all Inventions, together with the right to seek protection by obtaining patent rights therefore and to claim all rights or priority thereunder and the same shall become and remain the Department's property regardless of whether such protection is sought. The Grantee, its employees and Grantee's contractor, subcontractor and /or subrecipient shall promptly make a complete written disclosure to the Department of each Invention not otherwise clearly disclosed to the Department in the pertinent Work Product, specifically noting features or concepts that the Grantee, its employees and/or Grantee's contractor, subcontractor and/or subrecipient believes to be new or different.
- 4) Upon completion of all work under this Agreement, all intellectual property rights, ownership and title to all reports, documents, plans, specifications and estimates, produced as part of this Agreement will automatically be vested in Department and no further agreement will be necessary to transfer ownership to Department.

**13. Special Conditions**

The State reserves the right to add any special conditions to this Agreement it deems necessary to assure that the policy and goals of the Program are achieved.



## Agenda Report

21-197

Agenda Date: 7/6/2021

---

### REPORT TO COUNCIL

#### SUBJECT

Consideration of Silicon Valley Power Quarterly Strategic Plan Update

#### COUNCIL PILLAR

Deliver and Enhance High Quality Efficient Services and Infrastructure

#### BACKGROUND

On December 4, 2018, Council adopted a Strategic Plan (“Plan”) for the City’s Electric Utility Department, dba Silicon Valley Power (SVP). SVP is making quarterly updates to Council on the implementation of the Plan in the form of a Power Point Presentation. Staff presented the last quarterly update on April 6, 2021. Additional quarterly updates are scheduled for September, and December. The update will provide a status of the advancement of the Plan and current conditions within this industry.

SVP is a recognized industry leader with a strong history and reputation of providing excellent customer service. The electric industry is rapidly changing and undergoing a fundamental transformation, shifting from a centralized resource grid toward an increasing decentralized electrical grid with distributed renewable energy resources (e.g. wind, solar, hydrogen, and biogas), shifting variability in supply, and greater customer choice.

To maintain SVP’s competitive advantage and respond to these changes, the City adopted the Plan to ensure continued growth and actions that support our mission. SVP must focus on offering our customers products and services that are innovative, intuitive and engaging. The report to be presented to Council will provide update on the implementation of the Plan as well updating Council on the current status of the utility and the current opportunities and challenges it is facing.

#### DISCUSSION

Staff has completed or is currently working on over half of the 30 initiatives included in the Strategic Plan. The December quarterly update presented an update on SVP’s major Capital Improvement Projects and upcoming Council items. This report will focus on SVP’s rebate and other incentive programs.

#### 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 associated with this update on the 2018 Strategic Plan. Implementation of certain elements of the Strategic Plan will require funding which will be requested through the normal budget process.

**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**

Note and file the Silicon Valley Power Quarterly Strategic Plan Update.

Reviewed by: Manuel Pineda, Chief Electric Utility Officer

Approved by: Deanna J. Santana, City Manager

**ATTACHMENTS**

1. Residential Rebates
2. Commercial Rebates
3. Solar & EV Rebates

Residential Appliances and Equipment Rebates															
	Pool Pump	Ceiling Fan with Light Kit	Heat Pump Water Heater (existing electric resist to electric HP)	Heat Pump Water Heater (electrification from gas)	Electric Panel Upgrades	Low Income Bonus Incentive for Heat Pump/Panel Upgrades	Induction Cooktops	LED Lighting	Attic Insulation	Refrigerator Recycling	Room Air Cleaner	Electric Clothes Dryer	Clothes Washer – all electric homes	Electric Heating & Cooling	Air/Duct Sealing & Replacement
Silicon Valley Power	\$100	\$35	\$500	\$1,000	\$1,000	N/A	N/A	N/A	\$0.10/sf; must have electric heat	Ended 6/30	Ended 6/30	\$100-\$200	N/A	N/A	N/A
City of Palo Alto Utilities	N/A	N/A	\$500	\$1,200-\$1,500	N/A	N/A	N/A	N/A	N/A	\$50	N/A	N/A	N/A	N/A	N/A
Alameda Municipal Power	N/A	N/A	up to \$1,500	up to \$2,500	up to \$2,500	N/A	N/A	up to \$15	N/A	N/A	N/A	\$100	\$150	N/A	N/A
PG&E	N/A	N/A	\$300	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
PCE	N/A	N/A	\$500-\$1,500	\$1,500-\$2,500	\$750-\$1,500	\$1,000	\$300	n/a	\$0.70/sf-\$0.75/sf up to \$1,000	\$35	N/A	\$300	N/A	\$300-\$1,000	\$150-\$800
SVCE	N/A	N/A	\$1,000	\$2,000	\$1,500	\$1,500	\$50	\$3/LED Bulb	N/A	N/A	N/A	N/A	N/A	N/A	N/A

**Note: programs as checked as of 4-5-2021  
SVP programs have been updated**

Commercial Rebates									
	Emerging Technologies Grant	Business Energy Audits	COVID Energy Efficiency Grant for Small Businesses	Motel/Hotel Bonus Rebates	Energy Efficiency Grant for Nonprofits	Commercial Electrification Program	Custom Rebates	HVAC	Lighting
Silicon Valley Power	\$0.35/kWh	Provided free to customers	up to \$10,000	20%-100% bonus rebates on energy efficiency upgrades	up to \$25,000	Rebate varies based on technology	Rate varies per program and some are performance based	\$80-\$160 per ton	\$0.15 per kWh for calculated approach; prescriptive rebates for specific fixture types; \$0.25 for networked lighting controls
City of Palo Alto Utilities	No incentive listed on the website but a rebate is available	N/A	N/A	N/A	N/A	N/A	\$0.10 per kWh	N/A	\$0.10 per kWh
Alameda Municipal Power	N/A	No info	N/A	N/A	N/A	\$1,500-\$4,00 for commercial heat pump water heaters	Rate varies by technology	Price differential between code and high efficiency	\$0.25 per kWh
PG&E	N/A	N/A	\$300	N/A	N/A	N/A	\$0.06-\$0.12 per kWh	N/A	Very limited technologies are eligible for prescriptive rebates; \$13-\$40 per fixture
PCE	N/A	N/A	N/A	N/A		Offers Technical Assistance	N/A	N/A	N/A
SVCE	N/A	N/A	\$1,000	\$2,000	Innovation Grant up to \$20,000 – all commercial	Offers Technical Assistance	N/A	N/A	N/A

**Note: programs as checked as of 4-5-2021**

Solar and EV Rebates														
	Solar			Utility									Federal	
	Low Income Solar Grant Program	Multifamily Solar Water Heating	Solar + Storage Residential program (coming soon to CCAs)	Residential EV Charger Rebate	EV Rebate (utility specific programs)	Electric Forklift Rebate	Used EV Rebate for Business Fleets	New/Used Rebate for Income Qualified	Electric Bicycle Rebate	Multifamily EV Charger Rebate	Low Income Multifamily EV Bonus Rebate	Schools and Nonprofit EV Charger Rebate	Federal Tax Credit	Federal Alternative Fuel Infrastructure Tax Credit
Silicon Valley Power	Free system	N/A	Vendor has backed out in SVP territory. SVP is exploring other program options. (updated 6-30-2021)	Up to \$550 – (updated 6-30-2021)	\$1,000 for plug in hybrid & \$1,500 for all electric; new and used; must be low income	\$2000	N/A	Up to \$1,500	Up to \$300; additional incentive up to \$200 for income qualified	Up to \$3,000 per charger up to \$18,000 – can be combined with CALeVIP	\$1,000 per charger up to \$6,000 can be combined with CALeVIP	up to \$5,000 per charger up to \$30,000 per site – can be combined with CALeVIP	\$2,500-\$7,500 tax credit on new plug-in electric drive motor vehicle. (amount depends on the car's battery capacity)	Up to \$1,000 for purchase qualified residential fueling equipment before December 31, 2021
City of Palo Alto Utilities	Up to \$100,000	N/A	N/A	N/A	N/A	N/A	N/A		N/A	75% of cost up to \$18,000 per customer – can be combined with CALeVIP	N/A	Up to \$80,000 per customer; includes mixed use development. Can be combined with CALeVIP		
Alameda Municipal Power	N/A	N/A	N/A	\$800	Used EV only; \$1,500	\$1,000	\$2,300		N/A	N/A	N/A	\$1,000		
PG&E	N/A		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A		
PCE	N/A	N/A		N/A	N/A	N/A	N/A	Up to \$4,000 in partnership with Peninsula Family Service Drive Forward Program			\$500	N/A		
SVCE	N/A	N/A	\$1,250 sign up incentive, reduced utility rate +back up generation	N/A	N/A	N/A	N/A	N/A	N/A	\$10,000 (program is currently full)	N/A	N/A		

	Regional									State			
	CALeVIP - commercial	CALeVIP-multi-family	CALeVIP - Disadvantaged Community (DAC) or Low-Income Community (LIC)	CALeVIP DC fast charger	CALeVIP DC Fast Charger DAC or LIC	EV technical assistance program	EV Rental Rebate	BAAQMD Clean Cars For All (CCFA)	BAAQMD Clean Cars For All (CCFA) optional EVSE	CARB-California Clean Vehicle Rebate Project (CVRP)	California Clean Fuel Rewards Program	California Clean Vehicle Assistance	California Vehicle Retirement Consumer Assistance Program
Silicon Valley Power	L2 - Up to \$4,500, up to \$75% of the project cost	Same as commercial with additional \$1,000 per connector	Additional \$500 per connector	50 kW - 99.99 kW - Up to \$50,000; or 75% of the total project cost, whichever is less 100 kW+ Up to \$70,000; or 75% of the total project cost, whichever is less	50 kW - 99.99 kW - Up to \$60,000; or 75% of the total project cost, whichever is less 100 kW+ - Up to \$80,000; or 75% of the total project cost, whichever is less	Yes-Through CALeVIP	N/A	Up to \$5,500 - \$9,500 to scrap older, high-polluting car and replace - purchase or lease a new or used plug-in hybrid, battery, or hydrogen fuel electric vehicle, OR get a pre-paid card for public transit or e-bikes.  Addt'l \$500 for low-income program participants such as LIHEAP  Eligible CSC zip codes 95050, 95051, 95054 only	Up to \$2,000 for a Level 2 charger equipment and installation if you purchase a Plug-in Hybrid (PHEV) or Battery Electric Vehicle (BEV).	Up to \$7,000 for the purchase or lease of a new, eligible zero-emission or plug-in hybrid light-duty vehicle.  Base Incentive: \$1,000 - \$4,500, must meet income eligibility requirements  Addt'l \$2,500 for Low- and Moderate-Income Consumers	Up to \$1,500 for new purchase or lease of an eligible new Battery Electric (BEV) or Plug-in Hybrid (PHEV) vehicle (point-of-sale reward)	Up to \$5,000 grant and affordable financing to help income-qualified Californians purchase or lease a new or used hybrid or electric vehicle.	\$1,000 (base) or \$1,500 (income-eligible) to support the retirement of old, polluting vehicles.
City of Palo Alto Utilities	L2 - Up to \$4,500	Additional \$1,000 per connector	Additional \$500 per connector	50 kW - 99.99 kW - Up to \$50,000; or 75% of the total project cost, whichever is less 100 kW+ Up to \$70,000; or 75% of the total project cost, whichever is less	50 kW - 99.99 kW - Up to \$60,000; or 75% of the total project cost, whichever is less 100 kW+ - Up to \$80,000; or 75% of the total project cost, whichever is less	Yes - 3rd party	N/A				up to \$1,500		
Alameda Municipal Power	No	No	No	No	No	N/A	N/A				up to \$1,500		

	CALeVIP - commercial	CALeVIP- multi-family	CALeVIP - Disadvantaged Community (DAC) or Low-Income Community (LIC)	CALeVIP DC fast charger	CALeVIP DC Fast Charger DAC or LIC	EV technical assistance program	EV Rental Rebate	BAAQMD Clean Cars For All (CCFA)	BAAQMD Clean Cars For All (CCFA) Optional EVSE	CARB- California Clean Vehicle Rebate Project (CVRP)	California Clean Fuel Rewards Program	California Clean Vehicle Assistance	California Vehicle Retirement Consumer Assistance Program
PG&E	Other program	Other program	Other program	Other program	Other program	N/A	N/A				Up to \$1,500		
PCE	L2 - Up to \$4,500	Additional \$1,000 per connector	Additional \$500 per connector	50 kW - 99.99 kW - Up to \$50,000; or 75% of the total project cost, whichever is less 100 kW+ Up to \$70,000; or 75% of the total project cost, whichever is less	50 kW - 99.99 kW - Up to \$60,000; or 75% of the total project cost, whichever is less 100 kW+ - Up to \$80,000; or 75% of the total project cost, whichever is less	Yes - 3rd party	N/A				N/A		
SVCE	L2 - Up to \$4,500	Additional \$1,000 per connector	Additional \$500 per connector	50 kW - 99.99 kW - Up to \$50,000; or 75% of the total project cost, whichever is less 100 kW+ Up to \$70,000; or 75% of the total project cost, whichever is less	50 kW - 99.99 kW - Up to \$60,000; or 75% of the total project cost, whichever is less 100 kW+ - Up to \$80,000; or 75% of the total project cost, whichever is less	Yes - 3rd party	Up to \$200				N/A		

**Note: programs as checked as of 4-5-2021  
SVP programs have been updated**



## Agenda Report

21-912

Agenda Date: 7/6/2021

### REPORT TO COUNCIL

#### SUBJECT

Action on a Written Petition (Council Policy 030) submitted by Gabriela Landaveri Requesting the City of Santa Clara Adopt a "Vision Zero" Policy (Deferred from June 22, 2021)

#### 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 has received a Written Petition for Council consideration from Gabriela Landaveri dated April 19, 2021 (Attachment 2) requesting the City of Santa Clara consider adopting a "Vision Zero" Policy.

The Vision Zero plan is included in the Council Approved Bicycle Plan Update with a goal to study the implementation by 2024. Staff included a Vision Zero Plan project, estimated at \$300,000, in the FY 2020/21 and FY 2021/22 Biennial Capital Improvement Program Budget to try and reach that goal ahead of schedule, however it was not funded along with a number of other Transportation Projects. These unfunded projects will be revisited with Council next fiscal year during the FY 2022/23 and FY 2023/24 biennial budget process.

#### FISCAL IMPACT

There is no fiscal impact associated with considering the request to be placed on a future agenda except for staff time.

#### 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 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>>.

#### 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: Deanna J. Santana, City Manager

#### ATTACHMENTS

1. Policy and Procedure 030 - Adding an Item on the Agenda
2. Written Petition dated May 19, 2021 from Gabriela Landaveri
3. Vision Zero Policy Support Letter
4. Post Meeting Material from June 22, 2021 Council and Authorities Concurrent Meeting

**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.

//

//

//

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@santaclaraca.gov](mailto:clerk@santaclaraca.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:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



**City of  
Santa Clara**  
The Center of What's Possible

CLARA  
CLERK  
2021 MAY 19 AM 7:08

### CITY COUNCIL WRITTEN PETITION

Please provide the information requested below. When complete, please submit to the City Clerk's Office, 1500 Warburton Avenue, Santa Clara, CA 95050.

Date: Tuesday, May 18, 2021

I, Gabriela Landaveri, am hereby requesting to be placed on the Santa Clara City Council Agenda for the following purpose:

I would like to add "Adoption of the Vision Zero Policy". Vision Zero is the straightforward goal of achieving zero traffic-related deaths and severe injuries. Adoption of this policy demonstrates the City Council's prioritization and commitment to making Santa Clara roads safer for all road users.

I understand that it is important that I attend the meeting in the event there are any questions the Council wishes to ask me.

Signed:

NAME: Gabriela Landaveri

ADDRESS: Coolidge Drive  
Street  
Santa Clara 95051  
City Zip Code

TELEPHONE:\* 408.475.5673  
Optional

DATE: Tuesday, May 18, 2021

\*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.

2021 MAY 19 AM 7:08

**Date:** Tuesday, May 18, 2021

**Subject:** Please Add "Adopt Vision Zero Policy" to Santa Clara City Council Agenda

Dear Santa Clara Mayor and City Council:

We request the City to include "Adopt a Vision Zero Policy" as an agenda item on an upcoming City Council Meeting.

As you are likely already aware, the Vision Zero Policy has the straightforward goal of zero traffic-related deaths and severe injuries. We hope the City Council wants Santa Clara to be a safe and inviting city, and recognizes that minimizing preventable deaths and injuries is an important goal.

Objective 1.A in the 2018 updated Master Bicycle and Pedestrian Plan states: "Study implementing a Vision Zero policy before 2024." Why wait 3 years just to study this? The time is now for you as the City Council to make a commitment to ALL ROAD USERS to make our roads safer.

Please add "Adopt Vision Zero Policy" as an agenda item to the next City Council Meeting.

Thank you for your time and consideration.

Sincerely,

*Gabriela Landaveri, Santa Clara homeowner on Coolidge Drive, cyclist, walker*

*Betsy Megas, Santa Clara homeowner*

*Kevin Wang, Santa Clara homeowner on Bowers Ave*

*Scott Olsen, Santa Clara homeowner on Kiely Blvd.*

*Norman Cevallos, Santa Clara homeowner on Clara Vista Ave*

*Hesham Naja, Santa Clara resident*

*Sasha Tran, Santa Clara resident*

*Chris Howden, Santa Clara resident, walker, bike rider*

*Atisha Varshney, residents North Santa Clara*

*Aman Bhargava, homeowner in Santa Clara*

*David W. Keith, homeowner, walker, and biker in Santa Clara*

*Mikhail Haurylau, San Jose resident, user of Santa Clara streets*

*John Cordes, Sunnyvale resident, I commute between Sunnyvale and San José thru Santa Clara on numerous routes including Monroe.*

*Richard Mehlinger, Sunnyvale resident*

*Cathy Switzer, Sunnyvale resident*

*Margaret Hagan, Sunnyvale resident*

*Agnes Veith, Sunnyvale resident*

*Alon Golan, Los Altos resident commuting through Santa Clara to downtown San José*

*Ari Feinsmith, Sunnyvale resident, frequent bicycle commuter through Santa Clara to get to  
Mission College*

*Carol Weiss, Sunnyvale resident*

*Andrew Cosand, Sunnyvale resident, commuting through Santa Clara to San José*

*John Kelly, Campbell resident, commuting through Santa Clara on Pruneridge Ave and  
Homestead Road*

*Brian Preskitt, San Jose resident, frequent bike visitor*

*Michael Hazelton, San Jose resident who frequently commutes through Santa Clara on a  
bicycle*

*Marc Schaub, Sunnyvale resident, bike commuter, walker*

06-22-21

ITEM#10.B  
RTC#21-783

# Vision Zero Policy

SVBC Santa Clara  
June 21, 2021

POST MEETING MATERIAL

## **What is Vision Zero?**

Vision Zero is the straightforward goal of **zero traffic-related deaths and severe injuries.**

This requires a **fundamental paradigm shift in how our culture views traffic collisions.**

Vision Zero applies to **all roadway users, traffic collision injuries, and traffic-related deaths.**

# Bicycle and Pedestrian Collisions in Santa Clara

Is this collision map acceptable to you?



Reference: <https://tims.berkeley.edu/>

## **Why is this important?**

How many traffic-related deaths is acceptable?

Do we want safe streets for all road users?

When streets are safe for people walking and biking, they are safe for drivers and transit riders as well.

# **Our request to Santa Clara City Council**

**Please adopt the Vision Zero Policy to demonstrate your commitment to achieving zero-related traffic deaths and severe injuries, and helping to make Santa Clara streets safer for all residents and visitors.**

Committing to the Vision Zero policy costs nothing.

“Study implementing a Vision Zero policy before 2024” (Objective 1.A in the 2018 updated Master Bicycle and Pedestrian Plan). Why wait 3 years to just study this?

Bay Area cities such as San Jose, Sunnyvale, Mountain View, Fremont, and Menlo Park (among others) have already adopted this important policy. With Santa Clara as the outlier, it create a huge gap of unconnected and dangerous streets.

Once adopted, funding can be allocated to engineering to help design safer roads as well educate drivers, pedestrians, cyclists, and all road users on how to safely use streets and different transportation options.

06-22-21

ITEM#10.B  
RTC#21-783

**Melissa Meslo**

---

**From:** Frank Viggiano <fpviggiano@gmail.com>  
**Sent:** Saturday, June 19, 2021 9:06 AM  
**To:** Public Comment  
**Subject:** Please adopt Vision Zero plan to make Santa Clara streets safer for all!

Dear Santa Clara City Council:

As a resident of a neighboring community who has worked in Santa Clara for more than half of my long working career (commuting both by car and bicycle), I urge you to give your full attention to the Vision Zero plan being proposed at the June 22 council meeting. As you probably know, traffic collisions are a leading cause of premature death and injury in the US. This doesn't need to be the case. We can make our streets safer for all users. Many communities are adopting Vision Zero plans, and I hope that you will also do so in Santa Clara.

Thanks very much,  
Francis (Frank) Viggiano

06-22-21

ITEM#10.B  
RTC#21-783

**Melissa Meslo**

---

**From:** Tim Oey <oey@post.harvard.edu>  
**Sent:** Monday, June 21, 2021 9:45 AM  
**To:** Public Comment  
**Cc:** Gabriela Landaveri  
**Subject:** Input for 6/22/2021 Item 10.B (21-783) "Adopt Vision Zero Policy"

Honorable Santa Clara City Council,

Please move forward to adopt a Vision Zero Policy in the City of Santa Clara.

I live in Sunnyvale, work in downtown San Jose, and bicycle commute across all of Santa Clara just about every day. Sunnyvale has a Vision Zero plan (<https://sunnyvale.ca.gov/civicax/filebank/blobdload.aspx?BlobID=26613>), San Jose has a Vision Zero plan (<https://www.sanjoseca.gov/your-government/departments/transportation/safety/vision-zero>), and the City of Santa Clara needs at least a policy too (although an actual plan is even better).

A network/chain is only as strong as its weakest link and currently the City of Santa Clara is a missing link to keep bicyclists and pedestrians (as well as motorists) safer.

Bicycling and walking are also key transportation ingredients to reduce Climate Change. A Vision Zero Policy/Plan helps Santa Clara achieve its Climate Action Plan.

Almost 40,000 lives are lost from motor vehicle crashes in the US every year. We need to do more to protect people. Thank you for your consideration.

Sincerely,  
Tim Oey  
Sunnyvale, CA

06-22-21

ITEM # 10.B  
RTC # 21-783

**Melissa Meslo**

---

**From:** Mikhail Haurylau <haurylau@gmail.com>  
**Sent:** Monday, June 21, 2021 3:00 PM  
**To:** Public Comment  
**Subject:** Video for tomorrow's Vision Zero Policy meeting

Hi,

Below please find a video in support of the Vision Zero Policy for tomorrow's council meeting.

Please kindly share it with the council.

Thank you  
Mikhail

haurylau@gmail.com has shared the following file:



Martin and Lukas ProjektZero.mov

[Open](#)

Google Drive: Have all your files within reach from any device.  
Google LLC, 1600 Amphitheatre Parkway, Mountain View, CA 94043, USA

Google™

**POST MEETING MATERIAL**



## Agenda Report

21-891

Agenda Date: 7/6/2021

---

### REPORT TO COUNCIL

#### SUBJECT

Action on a Written Petition (Council Policy 030) Submitted by Councilmember Jain Requesting to Place an Agenda Item at a Future Meeting to have a Policy Discussion on Data Centers (Deferred from June 22, 2021)

#### 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. 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. 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 has received a Written Petition for Council consideration from Councilmember Jain dated June 8, 2021 (Attachment 2).

#### FISCAL IMPACT

There is no fiscal impact other than administrative 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>>.

#### ALTERNATIVES

1. Direct staff to agendize.
2. Note and file this report and take no further action.
3. Any other alternative as approved by Council.

#### RECOMMENDATION

Staff has no recommendation and seeks Council direction.

Reviewed by: Nora Pimentel, Assistant City Clerk  
Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. Council Policy 030 - Adding an Item on the Agenda
2. Written Petition dated June 8, 2021 from Councilmember Jain



## 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@santaclaraca.gov](mailto:clerk@santaclaraca.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:

---

---

---

## COUNCIL ITEM REQUEST FORM



**City of  
Santa Clara**  
The Center of What's Possible

The Council Item Request Form is for members of the City Council to submit written requests to the City Manager's Office for inclusion of an item on a future City Council meeting agenda. At the meeting where the initial written request is heard, discussion should be limited to whether the item should be added to an agenda and a date, not the merit of the item. A majority vote of the City Council is required for the item to be added to future Council meeting agenda for action.

### ***CONTACT INFORMATION***

**Requesting Member of City Council : Suds Jain**

Contact E-mail \_sjain@santaclaraca.gov\_

Contact Phone \_408-499-2955\_

Today's Date \_6/8/2021\_

### ***WRITTEN REQUEST***

**I, Suds Jain**\_\_\_\_\_, hereby request that the following item be placed on the City of Santa Clara Council and Authorities Concurrent meeting agenda:

Given that the Council has already provided direction to get to 80% greenhouse gas emissions reductions from 1990 levels by 2035 and that Data Centers in the City consume up to 70% of all electricity used in the City. Given also that many, many high tech companies like Facebook, Google, Apple, Microsoft and Intel have already switched to 100% emissions free energy for their operations, Santa Clara must help our data centers to become emissions free.

**Staff has recommended the following for how to create policy for Data Centers:** A more comprehensive approach could be for Council to consider a policy direction for projects to which SVP can provide options and how any such policy would impact the utility's actions and public reporting for the Power Content Label, Renewable Portfolio Standard, and the California Cap and Trade program.

I am asking to put on the agenda a discussion of what policy options Council might have. This could be a study session or a staff proposal which Council can consider adopting.

**Reference: Council Policy 030 - Adding an Item on the Agenda  
Resolution No. 20-8895**



## Agenda Report

21-926

Agenda Date: 7/6/2021

### REPORT TO COUNCIL

#### SUBJECT

Action on a Written Petition (Council Policy 030) submitted by Ana Vargas-Smith on June 28, 2021 to add an agenda item to consider financial and in-kind support for the Santa Clara Parade of Champions Plan A (Live Parade) or Plan B (Virtual Parade)

#### 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 has received a Written Petition for Council consideration from Ana Vargas-Smith on June 28, 2021 (Attachment 2) requesting financial and in-kind support from the City of Santa Clara for Plan A (Live Parade) or Plan B (Virtual Parade) for Santa Clara Parade of Champions.

#### FISCAL IMPACT

There is no fiscal impact associated with considering the request to be placed on a future agenda except for staff time.

#### 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>>.

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: Deanna J. Santana, City Manager

ATTACHMENTS

1. Policy and Procedure 030 - Adding an Item on the Agenda
2. Written Petition received on June 28, 2021 from Ana Vargas-Smith

**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.

//

//

//

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@santaclaraca.gov](mailto:clerk@santaclaraca.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:

---

---

---

**RECEIVED**

JUN 28 2021

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, please submit to the City Clerk's Office, 1500 Warburton Avenue, Santa Clara, CA 95050.

Date: 6/28

I, Ana Vargas Smith, am hereby requesting to be placed on the Santa Clara City Council Agenda for the following purpose:

The Santa Clara Parade of Champions will be honoring our Community Front Line heroes for their Actions during Covid. Our 501c3 is requesting funding to cover the cost of City Services for the event on Oct 9th 2021 located in historic downtown Santa Clara.

I understand that it is important that I attend the meeting in the event there are any questions the Council wishes to ask me.

Signed:

NAME: Ana Vargas Smith

ADDRESS: 958 Lewis St  
Street

Santa Clara CA 95050  
City Zip Code

TELEPHONE\*: 408 394-2473  
Optional

DATE: 6/28/2021

\*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.

## Nora Pimentel

---

**Subject:** FW: Santa Clara Parade of Champions 10/9/21 —city services

**From:** ana Vargas-Smith <[avsmith2014@gmail.com](mailto:avsmith2014@gmail.com)>

**Date:** June 25, 2021 at 5:37:56 PM PDT

**To:** Deanna Santana <[DSantana@santaclaraca.gov](mailto:DSantana@santaclaraca.gov)>, Jennifer Acuna <[JAcuna@santaclaraca.gov](mailto:JAcuna@santaclaraca.gov)>, Lisa Gillmor <[LGillmor@santaclaraca.gov](mailto:LGillmor@santaclaraca.gov)>, Mayor and Council <[MAYORANDCOUNCIL@santaclaraca.gov](mailto:MAYORANDCOUNCIL@santaclaraca.gov)>, Clerk <[Clerk@santaclaraca.gov](mailto:Clerk@santaclaraca.gov)>

**Subject:** Santa Clara Parade of Champions 10/9/21 —city services

Dear City Team

Please put me on the agenda to petition the council for Plan A live parade or Plan B Virtual parade before council goes on holiday mid July.

Just This week SCPOC just got a estimate of \$60k- \$65k for a live Parade (Plan A) for the Santa Clara Parade of Champions. These are the latest numbers as per Jennifer Acuna and special events team meeting with city departments for the past few weeks.

This Plan A request for a live parade city services of \$60-\$65k will require approval from City Council.

The Plan B for \$15-\$18k grant for a Virtual parade will also require council approval.

It's not clear which plan Council would support for 10-9/21. Regardless we need to hear from council about finding/support.

Our nonprofit and community was excited about June 15 California reopening for large gatherings—to honor our community and front line heroes in person. Sadly COVID SIP with zero gathering has made it a challenge for our nonprofit to fundraise with much success.

Grants Recap/history

A) In 2019 the city services were covered by a budget line items by council

B) In 2020 Virtual Parade a community grant for \$15k was approved by council

Thank you and best regards for your consideration of our 52 year old tradition

Ana Vargas-Smith  
SCPOC President  
408-394-2473



## Agenda Report

21-953

Agenda Date: 7/6/2021

### REPORT TO COUNCIL

#### SUBJECT

Action on a Written Petition (Council Policy 030) Submitted by Councilmember Watanabe Requesting to Place an Agenda Item at a Future Meeting to Discuss Preparation of a Letter from Mayor and Council to the California Citizens Redistricting Commission

#### 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. 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. 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 has received a Written Petition for Council consideration from Councilmember Watanabe dated June 28, 2021 (Attachment 2). Requesting that a letter be prepared from the Mayor and Council to the California Citizens Redistricting Commission requesting that Santa Clara continues to stay in the same Congressional District, CA17, along with Cupertino, Fremont and Sunnyvale and others. CA17 is home to the largest Asian American Pacific Islander (CCPI) population of any Congressional District in the United States, which is something we should support maintaining and be proud of.

#### FISCAL IMPACT

There is no fiscal impact other than administrative 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>>.

#### ALTERNATIVES

1. Direct staff to agendize.
2. Note and file this report and take no further action.

3. Any other alternative as approved by Council.

RECOMMENDATION

Staff has no recommendation and seeks Council direction.

Reviewed by: Nora Pimentel, Assistant City Clerk

Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. Council Policy 030 - Adding an Item on the Agenda
2. Written Petition dated June 28, 2021 from Councilmember Watanabe



## 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@santaclaraca.gov](mailto:clerk@santaclaraca.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:

---

---

---



2021 JUN 28 PM 4:06

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 Kathy Watanabe

Contact E-mail kwatanabe@santaclaraca.gov

Contact Phone 408-941-5664

Today's Date 6/28/2021

**WRITTEN REQUEST**

I, Kathy Watanabe, hereby request that the following item be placed on the City of Santa Clara Council and Authorities Concurrent meeting agenda:

Preparation of a letter from Mayor and Council to the California Citizens Redistricting Commission requesting that Santa Clara continues to stay in the same Congressional district, CA17, along with Cupertino, Fremont and Sunnyvale and others. CA17 is home to the largest Asian American Pacific Islander (AAPI) population of any Congressional district in the United States, which is something we should support maintaining and be proud of.

July X, 2021

California Citizens Redistricting Commission  
721 Capitol Mall, Suite 260  
Sacramento, CA 95814

Dear California Citizens Redistricting Commission:

As Councilmembers in the City of Santa Clara, we are aware of the central placement our city holds in the 17<sup>th</sup> Congressional District, the only minority-majority district in the country. Our city is home to many tech companies and community-wide events, including the Silicon Valley Technology Innovation & Entrepreneurship Forum, Silicon Valley International Invention Festival, Art and Wine Festival, and United We Stand rallies against the recent spike in anti-Asian American and Pacific Islander (AAPI) hate crimes.

Santa Clara is home to hundreds of tech startups and thousands of workers, drawing in thousands of employees from surrounding cities who work in Santa Clara. As a result, Santa Clara must ensure that the infrastructure to handle traffic from cities such as Cupertino or Fremont, both of which are home to thousands of tech employees with offices in Santa Clara. Santa Clara residents, nearly 75% of whom drive alone to work, spend an average of 23 minutes commuting to work.

Many Santa Clara residents rely on public transit and affordable housing. 34,000 homes have been built with assistance from federal funding, yet tens of thousands of more families seek assistance. However, those who cannot find homes often do not have means of personal transportation either, therefore forcing the homeless population to solely rely on public transit as a way to get to shelters or kitchens.

The issues facing Santa Clara are not unique. Many of the issues Santa Clara faces are also found in and can be resolved by working with surrounding cities, such as Cupertino and Fremont. Resolving these issues requires cooperation not only between local leaders and officials, but federal backing as well.

Therefore, it is our recommendation that Santa Clara continues to stay in the same congressional district as Cupertino, Fremont, Milpitas, Newark, North San Jose, and Sunnyvale.

Respectfully,

Lisa M. Gillmor, Mayor  
Kathy Watanabe, Councilmember, District 1  
Raj Chahal, Councilmember, District 2  
Karen Hardy, Councilmember, District 3  
Kevin Park, Councilmember, District 4  
Sudhanshu "Suds" Jain, Councilmember, District 5  
Anthony J. Becker, Councilmember, District 6



# City of Santa Clara

1500 Warburton Avenue  
Santa Clara, CA 95050  
santaclaraca.gov  
@SantaClaraCity

## Agenda Report

---

21-889

Agenda Date: 7/6/2021

---

### 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, City Manager Biweekly Report/Blog, or a City Manager/Executive report out 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 6/30/21



	Date Assigned	Source	Referral Description	Assigned Department	Projected Completion	Completed
1.	5/4/21	Council Meeting	Return to City Council for a discussion of potential actions to achieve more efficient administration of the City's HUD PSA grants	Community Development	TBD	
2.	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	TBD	
3.	3/9/21	Council Meeting	Action on Tasman East Specific Plan – continue item and return with a full presentation on Tasman East Specific Plan	Community Development	7/6/21	
4.	2/23/21	Council Meeting	Return with information in 6 months on a cost analysis on City's undertaking of responsibility of sewer laterals on and options for potential grant program and/or insurance policies	Water & Sewer	August 2021	
5.	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 Information Memo)	Parks & Rec	Summer 2021	
6.	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	Parks & Rec	TBD	
7.	10/13/20	Stadium Authority	Stadium Bills and Claims – Return on a future agenda with an informational report on the on the Stadium Authority's responsibility of unfunded liability	Finance	September 2021	
8.	10/13/20	Council Meeting	Community Benefits Policy – Return to the Governance Committee with potential models of a Community Benefits Policy with feedback from various Community groups (i.e. CatalyzeSV) and best practices from other Cities	Community Development	TBD	
9.	9/24/19	Council Meeting	Staff to review the Ordinance and enforcement of illegal street food vendors. At the 9/25/20 Council meeting, Council asked staff to review enforcement of vendors outside of Levi's Stadium	Police	Summer 2021	
10.	4/30/19	Council Meeting	Number of public transit riders for large stadium events	49ers Stadium Manager	TBD	
11.	4/30/19	Council Meeting	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	
12.	10/9/18	Council Meeting	Dedicate Jerry Marsalli Community Center at grand opening of the facility	Parks & Rec	Summer 2021	
13.	10/2/18	Council Meeting	Amend sign ordinance to prohibit signs on public property	Parks & Rec/ City Attorney	TBD	
14.	3/13/18	Council Meeting	Develop a Stadium Authority Financial Reporting Policy in conjunction with the Stadium Authority Auditor and the external auditor	Finance	Summer 2021	



**COMPLETED 2021**  
**CITY COUNCIL AND STADIUM AUTHORITY STAFF REFERRALS**  
**FOR FOLLOW-UP/ACTION**  
 Updated 6/30/21



	Date Assigned	Source	Referral Description	Assigned Department	Projected Completion	Completed	Resolution
1.	5/24/21	Council Meeting	Regarding a community member's concern about trees being cut down and not replaced, Council requested that staff return with a report about the timelines of trees being cut down and if/when they will be replaced	Public Works	TBD	6/7/21	Reported in City Hall News
2.	3/10/21	Council Meeting	Council to submit work schedules to Assistant City Manager Nader; staff to prepare a report regarding options for Council meeting start time	City Manager	6/7/21	6/7/21	Reported at Governance and Ethics Committee Meeting
3.	10/29/19	Council Meeting	Provide options for the \$750,000 commitment from Levy for community enrichment	City Manager	5/19/21	5/19/21	Reported at Economic Development, Communications and Marketing Committee Meeting
4.	4/6/21	Council Meeting	Regarding the 2021 Annual Street Maintenance and Rehabilitation Project – return with a communication plan on the pavement timelines and status	Public Works	TBD	5/7/21	Email sent to Council from City Manager on 5/7/21
5.	4/20/21	Council Meeting	Parking Maintenance District No. 122 – Franklin Square – return with information regarding the Maintenance District and possibly absolving it	Public Works/ City Attorney	5/4/21	5/4/21	Reported at Council Meeting
6.	3/10/21	Council Meeting	Referred to Governance Committee – return to Council with a Council Policy regarding eligibility list for Boards and Commissions	City Manager	5/4/21	5/4/21	Reported at Council Meeting
7.	1/26/21	Council Meeting	Regarding a written petition on Franklin mall Maintenance District Number 22 – staff to agendize this item for a future Council meeting after receiving a response back from the FPPC	Public Works/ City Attorney	TBD	4/20/21	Reported at Council Meeting
8.	1/26/21	Council Meeting	Annual Investment Policy Statement – continue this item and return to Council with an analysis on investments, including sustainability investments	Finance	3/23/21	3/23/21	Reported at Council Meeting
9.	1/12/21	Council Meeting	Provide quarterly information reports on progress of Task Force on Diversity, Equity and Inclusion	City Manager	3/23/21	3/23/21	Reported at Council Meeting
10.	1/26/21	Council Meeting	Regarding a written petition on Loyaltan Ranch Property – staff to agendize this item for a Council meeting in March	SVP	3/23/21	3/16/21	Reported at Council Meeting



**COMPLETED 2021**  
**CITY COUNCIL AND STADIUM AUTHORITY STAFF REFERRALS**  
**FOR FOLLOW-UP/ACTION**  
 Updated 6/30/21



	Date Assigned	Source	Referral Description	Assigned Department	Projected Completion	Completed	Resolution
11.	1/28/20	Council Meeting	VTA Transit Oriented Communities referred to Council Priority Setting Session on 1/30 and 1/31 to provide information on staff impact. (At the Priority Setting Session, Council requested that staff schedule a study session.)	City Manager/ Public Works	TBD	3/10/21	VTA staff may request to present this at a future Council meeting but that time frame is unknown, therefore this item has been removed from the open referral list
12.	7/9/19	Council Meeting	Update on age-friendly activities per commission annual Work Plan	Parks & Rec	TBD	3/10/21	Staff communicates regarding age-friendly activities on an ongoing basis; therefore, this item has been removed from the open referral list
13.	7/9/19	Council Meeting	Add Lawn Bowl Clubhouse Project to a future agenda and return with information on costs of installation of module. Staff to notify Lawn Bowl Club of Council meeting date so they may update Council on their fundraising efforts.	Parks & Rec	TBD	3/10/21	Lawn Bowl Clubhouse is in the Central Park Master Plan; project prioritization will depend on funding and completion of other higher-priority projects, therefore this item has been removed from the open referral list
14.	7/14/20	Council Meeting	Garbage Rates – explore long-term rate assistance programs for solid waste	Public Works	3/9/21	3/9/21	Reported at Council Meeting



**COMPLETED 2021**  
**CITY COUNCIL AND STADIUM AUTHORITY STAFF REFERRALS**  
**FOR FOLLOW-UP/ACTION**  
 Updated 6/30/21



	Date Assigned	Source	Referral Description	Assigned Department	Projected Completion	Completed	Resolution
15.	1/26/21	Council Meeting	Council Committee Assignments – Council established an ad hoc committee comprised of Mayor Gillmor, Councilmember Park and Councilmember Jain to review committee assignments and return to Council with a revised plan (current committee assignments will remain in place until a new appointment list is approved by Council)	Council Ad Hoc Committee	TBD	2/23/21	Reported at Council Meeting
16.	10/13/20	Council Meeting	Noise Monitoring at Levi's Stadium – Return to Council with a revised scope of work that includes a monthly consultant report with data related to all noise, including airplane noise by Levi's Stadium. Report should include data on peak noise, how many days we exceed the noise ordinance, etc. and notify Council regarding excessive noise complaints.	Community Development	2/23/21	2/23/21	Reported at Council Meeting
17.	1/12/21	Council Meeting	Staff to provide opinions from Chamber, DMO, TID and others on the need for of the services provided in the agreement and having the infrastructure in place. What would it cost to do it themselves and how would they envision this moving forward if City did not approve the agreement.	City Manager	2/9/21	2/9/21	Reported at Council Meeting
18.	1/12/21	Council Meeting	Provide Incremental Milestone Completion Reports from JLL regarding project milestones from previous agreements	City Manager	2/9/21	2/9/21	Reported at Council Meeting
19.	1/12/21	Council Meeting	Provide Council with previously completed TAP audit of Convention Center Visitors Bureau	City Manager	2/9/21	2/9/21	Reported at Council Meeting
20.	1/26/21	Council Meeting	Conflict of Interest Code – continue this item to 2/9/21 to provide Stadium Management Company attorney the opportunity to provide the City/Stadium Authority information on why the Stadium Management Company individuals listed in the staff report should not be included in the Conflict of Interest Code	City Manager/ City Attorney	2/9/21	2/9/21	Reported at Council Meeting
21.	1/12/21	Council Meeting	Staff to return with an Information Memo regarding the legal process of increasing utility rates	SVP	TBD	2/4/21	Memo to Council emailed to Council from City Manager on 2/4/21
22.	12/16/20	Council Meeting	Regarding a written petition from Sam Liu concerning a 10' CMU wall with project at 3200 Scott Blvd., staff to return on 1/26/21 with possible options for Council consideration	Community Development	1/26/21	1/26/21	Reported at Council Meeting



**City of  
Santa Clara**  
The Center of What's Possible

**COMPLETED 2021**  
**CITY COUNCIL AND STADIUM AUTHORITY STAFF REFERRALS**  
**FOR FOLLOW-UP/ACTION**  
Updated 6/30/21



	Date Assigned	Source	Referral Description	Assigned Department	Projected Completion	Completed	Resolution
23.	1/12/21	Council Meeting	Communicate to the State Historic Preservation Office the City Council's conditional support for the nomination of the Pomeroy Green Townhouses contingent upon completion of the following conditions: signed petition from a majority of Pomeroy Green Co-op members; provision of resolution of support from the Co-op board; completion of an analysis by a qualified historian, preferably local; City Attorney review and comments on the application; notification of all shareholders and owners of neighboring homes within a 200 foot radius including information on the process to object to the nomination	Community Development	TBD	1/22/21	Staff sent letter to SHPO on 1/22/21; on 3/29/21 received confirmation the property is now listed on National and CA Historic Registers
24.	8/25/20	Council Meeting	Staff to return on 12/15/20 regarding a written petition from Joseph Ducato requesting changes to the sewer ordinance whereby the City reassumes responsibility for maintenance and or/replacement of the sewer laterals located in the public right-of-way. (The Report to Council for this item was scheduled to be presented to Council on 12/15/20, however, due to a very heavy agenda it was moved to 1/12/21.)	Water & Sewer	1/12/21	1/12/21	Reported at Council Meeting



# City of Santa Clara

1500 Warburton Avenue  
Santa Clara, CA 95050  
santaclaraca.gov  
@SantaClaraCity

## Agenda Report

---

21-955

Agenda Date: 7/6/2021

---

### 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.

The TMAC will be published weekly no later than Friday on the City's website.



# City of Santa Clara

## Tentative Meeting Agenda Calendar

**\*Note:** The TMAC will be updated during the Council recess to reflect upcoming agenda reports during the latter part of the year.

### **Tuesday, July 13, 2021 Joint Council and Authorities Concurrent and Stadium Authority Meeting**

#### **Closed Session**

- 21-750** Conference with Legal Counsel-Existing Litigation
- 21-922** Conference with Legal Counsel – Anticipated Litigation

#### **Study Session**

- 21-933** Study Session and Council input on the California Department of Housing and Community Development’s (HDC) Project HomeKey and Presentation from LifeMoves

#### **Special Order of Business**

- 21-864** Presentation of 2021 City of Santa Clara/Silicon Valley Power Scholarships
- 21-496** Recognition of Outgoing Commissioner for their service
- 21-496** Verbal update on COVID-19 Pandemic

#### **Public Hearing/General Business**

- 21-714** Confirmation on the Addition of New Actions to Achieve the Interim Target of 2035 for Climate Action Plan (CAP) Update
- 21-782** Update on Sustainability Program and Provide Feedback on Program Priorities
- 21-901** **Public Hearing:** Action on a Resolution Confirming the 2021 Weed Abatement
- 21-913** Action on a Written Petition Submitted by Councilmember Jain Requesting to Place an Agenda Item at a Future Meeting to Discuss Creating a Special Ad Hoc Committee Consisting of Residents and Representatives of Housing Advocacy Groups to Discuss on the Issues Concerning the Unhouse Population

**21-953** Action on a Written Petition Submitted by Councilmember Watanabe Requesting to Place an Agenda Item at a Future Meeting to Prepare a Letter from the Mayor and Council to the California Citizens Redistricting Commission

**21-496** Discussion and Consideration of Public Apology to the Residents of Santa Clara for the CVRA Lawsuit

**COUNCIL RECESS JULY 14 - AUGUST 16**

**Thursday, July 15, 2021 Joint Study Session 4:00 PM**

**21-892** Joint Study /Session with Planning Commission and Downtown Community Task Force (DCTF) on Form Based Zoning Codes

**Tuesday, August 17, 2021 Council and Authorities Concurrent Meeting**

**Public Hearing/General Business**

**21-869** Overview of 2021 Six-Month Check-In on the City Council Priorities

**21-715** Discussion on Consideration of the Sale of the Loyaltan Ranch Property (Continued from May 4, 2021)

**21-584** Action on the adoption of Ordinance No. 2030 to reinstate the International Exchange Commission, and amend the powers, functions, and duties of the Cultural Commission (Continued from May 4, 2021)

**Tuesday, August 24, 2021 Joint Council and Authorities Concurrent and Stadium Authority Meeting** *(On July 6, 2021 agenda to be adopted)*

**Closed Session**

**21-927** Threat to Public Services or Facilities (CC, SA)

**Special Order of Business**

**21-764** Proclamation of September 2021 as Community Preparedness Month

**Public Hearing/General Business**

**21-376** Review of Alternatives to Assist Sanitary Sewer Customers with the Cost of Sewer Lateral Maintenance and Repair, with Cost and Funding Sources Identified

**Tuesday, August 31, 2021 Council and Authorities Concurrent Meeting**

*(to be canceled or contingency Special Meeting, if needed - on July 6 agenda for approval)*

**Tuesday, September 14, 2021 Council and Authorities Concurrent Meeting**

**Special Order of Business**

**21-791** CalRecycle Update on SB 1383 Edible Food Recovery and Procurement Requirements

**Public Hearing/General Business**

**21-34** Action to Approve Amendments to the Water Supply Agreement (WSA) between the City and County of San Francisco and the Bay Area Water Supply and Conservation Agency (BAWSCA) and its Represented Water Retailers

**Tuesday, September 21, 2021 Stadium Authority Meeting**

**Closed Session**

**21-496** Agenda Items Pending – To Be Scheduled

**Public Hearing/General Business**

**21-496** Agenda Items Pending – To Be Scheduled

**Tuesday, September 28, 2021 Council and Authorities Concurrent Meeting**

**Special Order of Business**

**21-173** Task Force on Diversity, Equity, and Inclusion Update

**Public Hearing/General Business**

**21-198** Silicon Valley Power Quarterly Strategic Plan Update

**21-918** Report on the Audited Santa Clara Stadium Authority Fiscal Year 2020/21 Annual Financial Statements

**21-936** Action on the Stadium Authority Financial Status Report for the Quarter and Fiscal Year Ending March 31, 2021

**Tuesday, October 5, 2021 Council and Authorities Concurrent Meeting**

**Public Hearing/General Business**

**21-496** Agenda Items Pending – To Be Scheduled

**Tuesday, October 19, 2021 Stadium Authority Meeting**

**Closed Session**

**21-496** Agenda Items Pending – To Be Scheduled

**Public Hearing/General Business**

**21-496** Agenda Items Pending – To Be Scheduled

**Tuesday, October 26, 2021 Council and Authorities Concurrent Meeting**

**Public Hearing/General Business**

**21-930** FY 2020/21 Budget Year-End Report, Approve the Related Budget Amendments, and Approve a Position Reallocation in the City Attorney's Office

**Tuesday, November 9, 2021 Council and Authorities Concurrent Meeting**

**Public Hearing/General Business**

**21-496** Agenda Items Pending – To Be Scheduled

**Tuesday, November 16, 2021 Joint Council and Authorities Concurrent and Stadium Authority Meeting**

**Public Hearing/General Business**

**21-208** Action on the Introduction of a Resolution to Modify the Files Management Manual for the City of Santa Clara

**Tuesday, December 7, 2021 Council and Authorities Concurrent Meeting**

**Public Hearing/General Business**

**21-199** Silicon Valley Power Quarterly Update

**Tuesday, December 14, 2021 Joint Council and Authorities Concurrent and Stadium Authority Meeting**

**Special Order of Business**

**21-174** Task Force on Diversity, Equity, and Inclusion Update

**Public Hearing/General Business**

**21-937** Action on the Santa Clara Stadium Authority Financial Status Report for Quarter Ending June 30, 2021

**AGENDA ITEMS TO BE SCHEDULED TO A FUTURE DATE**

**21-1318** Action on Amendment No. 1 to the Agreement for Services with NewGen Strategies and Solutions LLC to Perform a Cost of Service Analysis and Rate Study for Silicon Valley Power