

**COOPERATIVE AGREEMENT BETWEEN
THE SANTA CLARA VALLEY TRANSPORTATION AUTHORITY
AND
THE CITY OF SANTA CLARA
FOR
USE OF GRANT FUNDS TO FUND
SANTA CLARA STATION SPECIFIC PLAN**

This Cooperative Agreement (“**Agreement**”) is entered into between the Santa Clara Valley Transportation Authority (“**VTA**”), a California special district, and the City of Santa Clara (“**CITY**”), a municipal corporation of the State of California (individually a “**Party**” and collectively, the “**Parties**”). This Agreement will be effective as of the first date that it is fully executed by both VTA and CITY (“**Effective Date**”).

RECITALS

WHEREAS, VTA is currently planning a future Santa Clara station location for the San Francisco Bay Area Rapid Transit (“**BART**”) Silicon Valley Phase II Extension Project (“**Station**”);

WHEREAS, VTA owns real property intended for future transit-oriented development at the Station and completed the Transit-Oriented Communities Strategy for the Santa Clara BART Station in 2019.

WHEREAS, CITY is making investments in the vicinity of the Station, including development of the Santa Clara Station Specific Plan (“**Specific Plan**”);

WHEREAS, the Parties desire to establish a cooperative effort whereby VTA will contract with a consultant or consultants to develop the Specific Plan in collaboration with the CITY;

WHEREAS, VTA and Metropolitan Transportation Commission (“**MTC**”) entered into a Master Funding Agreement effective as of July 1, 2017 to provide funds for planning, programming, transportation, transit and land use or other projects (“**MTC Agreement**”);

WHEREAS, VTA and the U.S. Department of Transportation through the Federal Transit Administration entered into a Grant Agreement dated February 9, 2021 to provide funds for VTA BART Phase II Access Planning (“**FTA Agreement**”);

WHEREAS, VTA and CITY desire to use the funds from the MTC Agreement and the FTA Agreement to develop the Specific Plan as set forth in this Agreement; and

WHEREAS, the Parties wish to enter into this Agreement to formalize the terms of cooperation.

NOW THEREFORE, for valuable consideration the sufficiency of which is hereby confirmed, the Parties hereby agree as follows:

AGREEMENT

- 1. Application of VTA Funds:** Subject to the terms and conditions set forth herein, VTA will retain a consultant or consultants (hereinafter the “**Consultant**”) to assist in the development of the Specific Plan. The Consultant’s expected scope of work is set forth in **Exhibit A**, attached hereto. Said scope may be refined by agreement of the Parties before VTA issues the RFP. This Agreement will apply only to Consultant work that relates to the Specific Plan.
- 2. Process for Retention of Consultants:** VTA will issue a request for proposals (“**RFP**”) for the Consultant to support the Specific Plan. CITY will collaborate with VTA to determine who among the candidates to hire as the Consultant from the pool generated by the RFP. In engaging the Consultant, VTA will follow its normal contracting practices in terms of insurance, competitive selection, prohibitions on discrimination and violations of wage and labor laws, etc. If VTA uses any grant funds to fund any portion of this contract, all limitations on the use of such funds will be applied thereto.
- 3. VTA’s Financial Contribution:** VTA will be responsible for up to Five Hundred Thousand Dollars (\$500,000) in the costs of the Consultant. (“**VTA’s Contribution**”) from the funds available under the MTC Agreement and the FTA Agreement.
- 4. MTC Agreement Compliance:** VTA and CITY agree to comply with all applicable requirements of the MTC Agreement and Supplement attached hereto and incorporated by reference as Exhibit B, which includes but is not limited to all applicable federal and state laws and regulations.
- 5. FTA Agreement Compliance:** VTA and CITY agree to comply with all applicable requirements of the FTA Agreement attached hereto and incorporated by reference as Exhibit C, which includes but is not limited to all applicable federal and state laws and regulations
- 6. Monitoring and Review of Consultant Work.**
 - a) Pre-planning. The Parties will meet at least monthly prior to commencement of work on the Specific Plan draft to discuss schedule and the scope of work.
 - b) Collaboration. CITY and VTA will collaborate to assure that the Consultant’s work is appropriately monitored, though CITY will maintain day-to-day responsibility for communicating the needs of the Parties to the Consultant. VTA will have the opportunity to review and provide comments to CITY and/or Consultant on the deliverables prior to their being adopted by the CITY. VTA and the CITY will each designate a Project Manager who will coordinate all communications and meetings necessary to work with the Consultant and develop the Specific Plan, including the Contract Administration duties described in Section 4, below. VTA and the CITY will both participate in a technical advisory committee (“**TAC**”) specific to the Specific Plan. The TAC will meet monthly to

discuss technical aspects of the scope of work detailed in Exhibit A and discuss any issues of inter-agency coordination across projects near the Station.

- c) Additional Responsibilities of CITY. To the extent requested by VTA, CITY will provide VTA updates on the Consultant's progress, if requested by VTA. VTA's contract with the Consultant will stipulate that Consultant will provide each Party with a draft version and final version of all deliverables. CITY will meet with VTA, upon request, to discuss any concerns VTA may have about any of the deliverables. CITY will assist VTA with review of all invoices for work under this Agreement prior to payment by VTA.
 - d) VTA Additional Responsibilities. VTA will monitor the process to assure that Consultant's work is in compliance with any applicable grant requirements and VTA's contracting requirements. VTA will process all invoices and pay Consultant directly per VTA's contracting policies and procedures and any requirements of imposed under the terms of applicable grants.
7. **Contract Administration:** VTA's and CITY's respective Project Managers must confer with regard to any performance issues that may arise during the implementation or execution of the Consultant contract(s) ("**Contract Administration**"). VTA will have the ability to terminate the Consultant contract, in its reasonable discretion, pursuant to its contracting rules and any applicable grant conditions.
8. **Term:** Unless otherwise terminated earlier pursuant to the provisions hereof, this Agreement will be effective on the date that it is fully executed ("Effective Date") and will terminate on the earlier of completion of the Scope of Work or thirty-six (36) months after the Effective Date.
9. **Ownership of Materials:** All reports, documents, or other materials developed by any Consultant, or any other person engaged directly or indirectly to perform the services required hereunder, will be and remain the mutual property of both Parties without restriction or limitation upon their use.
- 10. Dispute Resolution:**
- a) Written notice must be given from one Party to the other Party in the event of a dispute.
 - b) The Parties will attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiations between the CITY's City Manager or designee, and the VTA General Manager or designee (collectively the "**Parties' Representatives**"). Within twenty days after delivery of a written notice, the Parties Representatives will meet at a mutually acceptable time and place, and as often as they reasonably deem necessary thereafter, to exchange information and to attempt to resolve the dispute.
 - c) If the matter has not been resolved within ninety days of the first meeting, any Party may initiate a mediation of the controversy. No Party may initiate litigation until the Parties have met to mediate the dispute at least once. Notwithstanding the foregoing, either Party may commence the litigation process if necessary to preserve its rights under an applicable

statute of limitations. However, in such event, the Party commencing the litigation will thereafter submit to prompt mediation of the dispute.

- d) All negotiations and any mediation conducted pursuant to this section are confidential and will be treated as compromise and settlement negotiations, to which Sections 1119 and 1152 of the California Evidence Code will apply, and those sections are incorporated herein by reference.
- e) Each Party is required to continue performing its obligations under this Agreement pending final resolution of any dispute arising out of or related to this Agreement.

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

12 Notices: All notices required to be given hereunder, or which any Party may wish to give, must be in writing and must be served by: (1) personal delivery; (2) delivery to an agent, such as an overnight delivery service; or (3) deposited in the United States Mail, postage prepaid, and addressed as follows:

CITY

Andrew Crabtree
Director of Community Development
City of Santa Clara
1500 Warburton Ave.
Santa Clara, CA 95050

Copy to:

James Sanchez
Interim City Attorney
City of Santa Clara
1500 Warburton Ave.
Santa Clara, CA 95050

VTA

Ron Golem
Director of Real Estate & Transit-Oriented
Development
Santa Clara Valley Transportation Authority
3331 N. First Street, Building A
San Jose, CA 95134-1927

Copy to:

Evelynn Tran
General Counsel
Santa Clara Valley Transportation Authority
3331 N. First Street, Building C-2
San Jose, CA 95134-1927

Any Party may modify the name and address of the individual receiving notice by giving the other Party prior written notice of such modification.

13. Amendment: This Agreement cannot be amended except by a writing signed by all Parties by duly authorized signatories. Notwithstanding the foregoing, VTA's Director of Real Estate & Transit-Oriented Development and the City's Director of Community Development may, from time to time, modify the scope of work (Exhibit A) by a written acknowledgement of the Parties without formal written amendment to this Agreement, as long as any modification does not increase the cost of or extend the term of this Agreement.

14. Assignment: This Agreement will be binding on any successor and assign of the Parties. No assignment of this Agreement will be valid, however, without the prior written consent of the other Party.

15. Warranty of Authority to Execute Agreement: Each Party to this Agreement represents and warrants that each person whose signature appears hereon has been duly authorized and has the full authority to execute this Agreement on behalf of the entity that is a Party to this Agreement.

16. Audit and Record Retention:

(a) CITY will retain complete and readily accessible records related in whole or in part to this contract, including, but not limited to, data, documents, reports, statistics, arrangements, other third party agreements of any type, and supporting materials related to those records.

(b) CITY agrees to comply with the record retention requirements in accordance with VTA requirements and (if federal grant funds are used) 2 C.F.R. § 200.333. CITY shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

(c) The CITY agrees to provide sufficient access to VTA and, if FTA funds are used, to FTA and their contractors, to inspect and audit records and information related to performance of this contract as reasonably may be required.

17. Non-Waiver: The waiver by the Parties of any breach of any term, covenant, or condition contained in this Agreement, or any default in the performance of any obligations under this Agreement, will not be deemed a waiver of any other term, covenant, condition, or obligation.

18. Severability: If any term, covenant, condition or provision of this Agreement, or the application thereof to any person or circumstance, is to any extent held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, covenants, conditions, and provisions of this Agreement, or the application thereof to any person or circumstance, will remain in full force and effect and will in no way be affected, impaired or invalidated thereby.

- 19. Venue:** In the event that suit is brought by either Party to this Agreement, the Parties agree that venue will be exclusively vested in the State courts of the County of Santa Clara, and, if federal jurisdiction is appropriate exclusively in the United States District Court for the Northern District of California, in San Jose, California
- 20. Entire Agreement:** This Agreement constitutes the entire agreement and understanding between the Parties as to the subjects described herein. This Agreement supersedes all prior or contemporaneous agreements, commitments, representations, writings, and discussions between the Parties, whether oral or written, and has not been induced by representations, statements, or agreements other than those expressed herein. Neither Party will be bound by any prior or contemporaneous obligations, conditions, warranties, or representations with respect to the subject matter of this Agreement.
- 21. Execution in Counterparts.** This Agreement may be executed in any number of counterparts and by each Party in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.
- 22. Electronic Signature.** Unless otherwise prohibited by law, VTA policy, or CITY policy, the Parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term “electronic copy of a signed contract” refers to a writing as set forth in Evidence Code Section 1550. The term “electronically signed contract” means a contract that is executed by applying an electronic signature using technology approved by each of the Parties.

Signatures of Parties on following page.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

CITY

VTA

City of Santa Clara,
a municipal corporation of the State
of California

Santa Clara Valley Transportation Authority,
a California special district

By: _____
Rajeev Batra
Interim City Manager

By: _____
Carolyn M. Gonot,
General Manager / CEO

Date: _____

Date: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
James Sanchez
Interim City Attorney

By: _____
Ed Moran
Senior Assistant Counsel

Exhibit A: Santa Clara Station Specific Plan

Scope of Work:

After selection of the Consultant, a 30-month timeline is anticipated for the completion of the scope of services outlined in this document. The Consultant should present a more detailed project schedule as part of the proposal response.

TASK 1: PROJECT INITIATION AND MANAGEMENT

1.1 Kick-off Meeting and Site Visit

City Staff will meet with the Consultant to review the project description, scope of work, timeline, and budget. This meeting will be conducted in conjunction with a site visit of the Station Area, focusing on key activity areas, including but not limited to: the existing Caltrain/ACE Station, VTA's future BART Phase II Station and Maintenance Facility, Silicon Valley Power (SVP) infrastructure (including observing any conflicts and relocation options), the Gateway Crossings development site, and Station Area connections to surrounding neighborhoods and roadways. The site visit will help the Consultant more fully understand the mobility issues, character areas, design parameters, and other opportunities and challenges.

Task 1.1 Deliverables:

- Kick-off Meeting and Site Visit Materials (agenda and summary)
- Refined Work Program, Schedule, and Budget Memo

1.2 Project Management and Meetings

The Consultant will plan and budget for monthly project meetings and prepare monthly progress reports tracking completion of the work plan, schedule, and budget expenditures. Invoices will be submitted monthly to VTA.

Task 1.2 Deliverables:

- Monthly meeting materials (agenda and presentation materials)
- Monthly invoices with progress reports

1.3 Community Engagement Strategy

The Consultant will develop a comprehensive Community Engagement Strategy Memorandum. This document will outline specific engagement approaches and tools best suited to community stakeholders in the Station Area. The document will be developed in close coordination with City Staff and draw from the field observations and discussions from the Kick-off Meeting and site visit. The Consultant will prepare a preliminary schedule for outreach efforts that fits within the larger project schedule with key milestones, including specific meetings and events for City review and comment. Given the uncertainty of the ongoing COVID-19 pandemic, Consultants should plan for community engagement events/activities to be held virtually and if possible, in-person assuming all County Health Orders are being followed.

At a minimum, the Community Engagement Strategy should include:

- **Establishment of a Technical Advisory Committee (TAC):** The TAC's focus will be to provide technical feedback at key milestones in the planning process. City Staff will take the lead in establishing and coordinating the TAC and identifying specific participants. Composition of the TAC will include representatives from local jurisdictions and agencies. The Consultant will provide feedback on the TAC membership, facilitate and lead discussions, present technical materials, and take summary notes at TAC meetings. The Consultant should assume attendance at up to three (3) TAC meetings.
- **Establishment of a Station Area Taskforce (SAT):** The focus of the SAT will be to receive project updates, review work progress and Plan specifics; discuss issues, vision, and direction; and provide input on the Project. City staff will take the lead in establishing and coordinating the SAT and identifying specific members. See Task 2 for more details.
- **Public Engagement:** Facilitate public outreach such as workshops, town halls, and open houses, and direct engagement such as pop-up workshops, focus groups, or interviews with stakeholders and/or focus groups. The Consultant will work with City staff to identify residents, businesses, property owners, relevant public agencies, community groups, neighborhood associations, nonprofits, and faith-based organizations for outreach. The City will provide noticing and outreach for all community workshops. At a minimum, there will be three (3) public workshops, two (2) open houses, a vision charette (Task 4.1), and stakeholder interviews (Task 4.1).
- **Planning Commission Hearings / City Council Study Sessions:** Over the course of the Project, the Consultant will prepare presentations of draft project materials for up to: three (3) Planning Commission meetings, three (3) City Council hearings and study sessions (Task 9), three (3) Bicycle & Pedestrian Advisory Committee Meetings, and one (1) Downtown Community Task Force Committee Meeting.
- **Online/Virtual Engagement Tools:** The Consultant is encouraged to strategically make use of online engagement tools such as interactive maps, graphics, and surveys. These efforts should expand community outreach to a diverse population, providing virtual options that are fully accessible in parallel with any in-person activities.
- **Past/Concurrent Engagement Efforts:** The Consultant should draw from past engagement efforts from VTA's Playbook for the Santa Clara Station (2019), which included several community workshops. In addition, the BART Silicon Valley Phase II Project engages quarterly with a Community Working Group comprised of stakeholders in Santa Clara, including representatives from community-based organizations, small business owners, and local educational institutions.

The Consultant will identify and document any needed translation services required at the engagement activities defined in the Strategy Memo, referencing demographic data gathered for the existing conditions report to assess the level of need by specific language(s).

Task 1.3: Deliverables:

- Draft Community Engagement Strategy and Schedule Memorandum

- Final Community Engagement Strategy and Schedule Memo

1.4 Project Identity and Public Information Website

The Consultant will develop a consistent project identity for all outreach materials that reflect the vision of the Station Area Plan and the surrounding communities. The identity will be anchored by a logo and color palette/scheme that the Consultant will develop through up to three (3) iterations with the City. Once agreed upon, the logo and color palette will be used to create an accessible, public-facing project website and an adaptable template for presentation slides, reports, postcards, outreach flyers, social media, etc. These materials will be reviewed by City Staff and revised before being shared with the public. Materials must be accessible in the languages commonly spoken in the community (Task 1.3). VTA will also include content about the project on their [TOD webpage](#). Any information also included on VTA's TOD webpage must be produced as an accessible PDF, per VTA's Policy on Accessible Information and Communications.

Task 1.4 Deliverables:

- Logo and color palette (up to three revisions)
- Public information and website content, up to four (4) revisions

TASK 2: COMMUNITY TASKFORCE ENGAGEMENT

2.1 Station Area Taskforce Meetings and Materials

This task is dedicated to SAT meetings. The Consultant will prepare meeting agendas, act as the facilitator for each of the task force meetings and lead discussions, present technical materials, and take summary notes. The Consultant should assume up to fifteen (15) SAT meetings to occur at key project milestones.

Task 2.1 Deliverables:

- Materials (agenda, sign-in sheet, presentations, boards, etc.) for up to fifteen (15) meetings.

TASK 3: EXISTING CONDITIONS ANALYSIS

3.1 Base Map Development

The Consultant will develop a base map and template with City input and review. The base map will establish a uniform style, legend, and title block for all project maps. The base maps will include:

- Context maps that demonstrate the adjacent land use context, public transit and major transportation stations and routes, public parks, schools, and project boundaries;
- The location of the Station Area in the greater context of other focus areas and the City of Santa Clara;
- Aerial maps, General Plan land use and zoning maps;
- Any other tasks in this scope that require mapping;
- Existing water and sewer infrastructure
- FEMA flood zones; and
- Identify major existing SVP utilities infrastructure including SVP substation, transmission, distribution, and fiber facilities.

All GIS and mapping prepared for the Specific Plan will be consistent with City protocols and data formats to ensure easy integration into the City's information systems at the end of the project.

Task 3.1 Deliverables:

- Up to ten (10) Base and Existing Conditions Maps (GIS, Illustrator, and PDF)

3.2 Existing Conditions Report

The Consultant, with City assistance, will collect and analyze existing data to create an Existing Conditions Report. City Staff will assist by providing any available existing conditions data for the Station Area, including existing conditions data collected as part of VTA's 2019 [Transit-Oriented Communities Study](#) or "Playbook." VTA, as a project partner, can also provide any available data on existing/proposed public transportation and transit ridership data. This report will serve as a foundational document to understand the Station Area's historical land use and urban planning context. Demographic and socio-economic characteristic data may include, but not be limited to:

- Existing land use (inventory of housing, including affordable housing, jobs, parks (mini-parks, neighborhood parks and community recreation facilities, including Level of Service data capacities/age/conditions and parks per 1,000 resident), neighborhood amenities/retail, community facilities, social services, and schools/playgrounds) and physical characteristics;
- Population, households, age, ethnicity, language, place of birth and residence, disability, income, and poverty status;
- Property ownership;
- Employment (number of jobs by wage/salary an occupation);
- Fiscal analyses regarding existing property tax, employment tax, sales tax data, and these contributions to the City's General Fund
- Existing affordable housing (including existing restricted and unrestricted affordable housing sites);
- Historic structures and places and historical background of the Station Area;
- Existing/proposed public transportation (including stations, stop locations, and frequencies), roadway facilities and bicycle and pedestrian facilities and routes;
- Transit ridership data and demand
- Multimodal traffic volumes and mode shares (i.e., vehicle, bicycle and pedestrian, travel mode to work, travel and circulation patterns);
- Vehicle ownership rates, by household;
- Assessment of existing station access, including activity centers that can be accessed within a 10-15 minute bike ride, walk, or bus ride.
- Safety data, including SWITRS and the City's collision data;
- Mapping of existing infrastructure utilities (water, recycled water, sewer, Silicon Valley Power (electric), PG&E (gas), recycled water lines and easements), communication lines, and assessment of infrastructure needs consistent with General Plan requirements;
- Forecasted BART station ridership;
- Impacts of Drought and water shortage actions and emphasis on need for conservation and recycled water use

- Environmental contamination inquiry, given the that the Station Area includes light industrial land uses; and
- Natural hazards data.

Also, this task will include a thorough review of all relevant background information, including but not limited to: the City's General Plan, Zoning Code, City of Santa Clara Transportation Policies, BART Phase II policies and reports, Caltrans, County of Santa Clara, City of San Jose, High Speed Rail, the Caltrain/Peninsula Joint Powers Board (JPB) policies/plans, Valley Water policies/plans, traffic studies, adjacent Specific Plans, and Focus Area Plans, and existing infrastructure plans.

Task 3.2 Deliverables:

- Draft Existing Conditions Report
- Final Existing Conditions Report

TASK 4: OPPORTUNITIES, CONSTRAINTS, AND ECONOMIC ANALYSIS

4.1 Economic and Financial Analysis

The Consultant will analyze potential market demand for housing, commercial, office, and mixed-use development in the Station Area. This analysis should touch on the following:

- Long-term citywide industry and employment trends;
- Current real estate market conditions;
- Affordable housing creation and incentives;
- Small business retention, support, and opportunity creation;
- Recently built, planned, and proposed competitive projects within the appropriate market or trade area;
- Citywide retail sales, hotel, and restaurant/entertainment trends, including a post-COVID retail analysis;
- Fiscal analysis of proposed uses and added City service and capital costs to support new residents and/or businesses planned for in the Specific Plan. Analysis should provide a citywide context given recent industrial conversions, for fiscal tradeoffs for potential proposed residential or employment uses in the Specific Plan; and

The Consultant will review the planned development program for the Station Area against real estate market conditions and trends in the larger surrounding market area. In addition, the Consultant will craft recommendations on the type, amount, and density needed to make it feasible to achieve the development program and support infrastructure needs. The Consultant will then assess the potential competitiveness and the economic challenges to creating the desired development pattern. Based on the analysis and findings from this subtask, the Consultant will develop a recommended strategy that the City can use to overcome identified challenges and create transit-supportive land uses around the Santa Clara Station.

Task 4.1 Deliverables:

- Draft Economic and Financial Analysis Report
- Final Economic and Financial Analysis Report

4.2: Community Workshop #1 – Identifying Opportunities and Constraints

The Consultant will plan and facilitate an interactive and collaborative community workshop as part of Task 3. The purpose of the first workshop is to present existing conditions and background research, summarize the public outreach strategy, and gather public input on opportunities, constraints, goals, and principles. In collaboration with City Staff, the Consultant will present the findings from preceding tasks to residents and other interested community members, such as those who work in or visit Santa Clara. The Consultant will prepare meeting agendas and materials for review by City Staff in advance of the meeting.

Task 4.2 Deliverables:

- Draft and Final workshop materials (agenda, sign-in sheet, presentations, boards, etc.)
- Draft and Final Workshop Summary memo (including any comment cards)

4.3 Setting, Opportunities, and Constraints Summary

Drawing upon the work conducted in prior Task 3 subtasks, the Consultant will prepare a summary of key findings and opportunities in the Station Area. The Summary will be user-friendly and highly-visual to facilitate informed discussions about project vision and goals with stakeholders. The Summary will include narrative, mapping, site photographs, and other visual aids necessary to present the setting, constraints, and opportunities to consider.

Task 4.3 Deliverables:

- Draft Setting, Opportunities, and Constraints Summary
- Final Setting, Opportunities, and Constraints Summary

TASK 5: VISION PLAN

The Consultant will develop a Vision Plan that presents a cohesive and compelling vision of the Station Area for the next 25- to 30-years. This document will convey the City's desired future for the Station Area to key decision-makers, business and property owners, transit operators, employers, and the development community.

5.1 Vision Charette and Stakeholder Interviews

The Consultant will host a series of stakeholder interviews culminating in a vision charette to develop a clear picture of the perspectives of stakeholders, businesses, and property owners in the Station Area. The purpose of these efforts is to build a clear and collaborative picture of how key stakeholders view the existing Station Area and their hopes for its future. The Consultant will plan for up to eight (8) stakeholder focus group interviews.

At the conclusion of the interviews, the Consultant will build upon the findings from the focus groups to design and implement an interactive vision charette. The charette's purpose is to develop and refine an overarching vision for the Station Area and identify key urban design attributes and other attributes stakeholders would like to see around the Station Area. City and VTA Staff can assist the Consultant developing and refining the proposed list of stakeholders. If necessary, the option to meet virtually using online-based collaboration tools should be leveraged to facilitate the charette and focus groups and subsequent community engagement in latter tasks. The Summary

Memorandum should highlight key themes expressed by participants of the focus groups and charette.

Task 5.1 Deliverables:

- Stakeholder interviews/focus groups and interactive vision charette (up to 8)
- Draft Stakeholder Vision Summary Memorandum
- Final Stakeholder Vision Summary Memorandum

5.2: Community Workshop #2 – Vision

The Consultant will plan and facilitate an interactive and collaborative community workshop to refine the Vision for the Station Area. In collaboration with City Staff, the Consultant will present the Draft Vision and Goals from Task 3.3 for discussion with residents and other interested community members, such as those who commute or work in Santa Clara. The Consultant will prepare meeting agendas and materials for review by City Staff in advance of the meeting.

Task 5.2 Deliverables:

- Draft and Final Workshop Materials (agenda, sign-in sheet, presentations, boards, etc.)
- Draft and Final Workshop Summary Memorandum (including any comment cards)

5.3: TAC Meeting #1 – Vision

The Consultant will host an introductory TAC meeting to gather feedback on and refine the Vision for the Station Area (Task 4.1). Discussion should also touch upon the Station Area Specific Plan's interconnectivity with adjacent/concurrent comprehensive plans currently underway in Santa Clara, including the Downtown Precise Plan. The Consultant will prepare meeting agendas and materials for review by City Staff in advance of the meeting.

Task 5.3 Deliverables:

- Draft and Final TAC Meeting Materials (agenda, sign-in sheet, presentations, boards, etc.)
- Draft and Final TAC Meeting Summary Memorandum

5.4: Vision Plan

Drawing upon findings from Task 4 subtasks, the Consultant will develop a Vision Plan for the Station Area. The Vision Plan will present a vision and guiding principles and concepts, diagrams, visualizations, maps, and other visual aids to communicate this vision. Specific topic areas to be touched upon include: mobility and connectivity, land use, community amenities, infrastructure concepts (including green stormwater infrastructure), water conservation, and open space. The Consultant will finalize the Vision Plan based on City staff comments.

Task 5.4 Deliverables:

- Draft Vision Plan Memorandum
- Final Vision Plan Memorandum

TASK 6: ALTERNATIVES DEVELOPMENT

6.1: Plan Alternatives and Concept Study

Based on the outcomes from prior tasks, especially the community and stakeholder engagement in Task 4, the Consultant will develop up to three Plan Alternatives. These Alternatives will encapsulate three distinct options for the future of the Station Area over a 25- to 30-year horizon. The Draft Alternatives will include descriptions and illustrations of variations in development intensities, urban design, land use plan, multi-modal circulation and connectivity, transit, park facilities, community facilities, and site design concepts. Maps, tables, and other visual tools should be incorporated as needed to present the alternatives in a highly-graphical and easy-to-comprehend manner. The Consultant will also conduct a comparative analysis of each alternative, highlighting each option's relative strengths and weaknesses. The alternatives will also be evaluated against the project goals, principles, and vision developed as part of Task 4. Circulation concepts to improve multimodal connectivity, including creating new roadways, pedestrian facilities, and bike routes to enhance connectivity to, from, and through the Station Area, are of critical importance, given the limited street network in industrial areas and grade-crossing locations along the existing JPB right-of-way. The new mixed-use development projects and the BART Phase II Station coming into the area over the next decade will present increased multimodal transportation demand in the Station Area.

Task 6.1 Deliverables:

- Plan Alternatives – up to three (3)
- Draft Concept Alternatives Memorandum
- Final Concept Alternatives Memorandum

6.2: Community Workshop #3: Alternatives

The Consultant will organize and facilitate a third community workshop to gather feedback on the three Plan Alternatives from Task 5.1. Input gathered at this meeting, and the TAC meeting (Task 5.3) will be used by the Consultant to refine and select the Preferred Alternative. The Consultant will prepare meeting agendas and materials for review by City Staff in advance of the meeting.

Task 6.2 Deliverables:

- Draft and Final workshop materials (agenda, sign-in sheet, presentations, boards, etc.)
- Draft and Final Workshop Summary memo (including any comment cards)

6.3: TAC Meeting #2 (Alternatives)

The Consultant will convene and facilitate a second TAC meeting to gather feedback on the three Plan Alternatives from Task 5.1. Similar to the previous subtask, input gathered at this meeting will be used by the Consultant to refine and select the Preferred Alternatives.

Task 6.3 Deliverables:

- Draft and Final workshop materials (agenda, sign-in sheet, presentations, boards, etc.)
- Draft and Final Workshop Summary Memorandum

6.4: Preferred Alternative

Following Tasks 5.1 -5.3, the Consultant will facilitate a work session with City Staff to review input received on the Plan Alternatives, select a Preferred Alternative, and identify any needed changes to the Preferred Alternative. The Consultant will also use this work session to confirm direction on the Urban Design, Streetscape and Open Space Standards (Task 5.5). Specific analysis

and group discussion on multimodal circulation, reducing vehicular traffic, and leveraging shared parking strategies will be required for this subtask. The results of the work session and direction/next steps on the Preferred Alternative will be summarized in a brief memorandum.

Task 6.4 Deliverables:

- Draft and Final Internal Work Session materials (agenda and presentation)
- Draft and Final Work Session and Preferred Alternative Summary Memorandum

6.5: Urban Design, Streetscape, and Open Space Standards

The Consultant will prepare a set of design standards that present a clear and cohesive vision for future public and private improvements in the Station Area. The standards should lean heavily on visual renderings, sketches, and images to convey the desired outcomes and requirements. The Consultant will prepare a new zoning district(s) which codifies these architectural, setback, and height standards. Should a form-based code be desired, it would be funded and developed by a separate implementation action. Clear guidance and illustrative examples should be included for the following topics:

- **Urban Design and Architecture**, including specific direction on height, massing, façade articulation, setbacks, and other considerations to meet the desired architectural standards for the Station Area;
- **Utility and Infrastructure Planning, including typical sections with standard utility placement of dry and wet utilities and standard frontage placement of appurtenances, trees and streetscape amenities.**
- **Streetscape and circulation** with an emphasis on new roadways/paths leading to and from the Station Area (both Caltrain/ACE and the future BART Phase II Station), including Sustainable/Complete Streets; and
- **Open/Shared Spaces**, including a focus on shared public spaces at/near the Station and the interface of private developments with the public realm. The City has a standard for park plan dedication, which states that 2.6 to 3 acres of new parkland should be provided for every 1,000 new residents. Recent specific plans have not accomplished this and have instead acknowledged publicly-accessible open space on private land.
- **Green stormwater infrastructure** to provide for the sustainable processing of stormwater runoffs from new infrastructure in the Station Area.

Task 6.5 Deliverables:

- Draft Design Standards and Zoning District(s)
- Revised Draft Design Standards and Zoning District(s)

TASK 7: DRAFT STATION AREA SPECIFIC PLAN

7.1: Develop Draft Specific Plan Chapters

The Specific Plan will serve as the City's long-range, comprehensive land use and circulation plan for guiding development around the Santa Clara Station. The Consultant team will create the Draft Specific Plan based on the results of prior tasks and the community engagement process. The Consultant will finalize the Draft Specific Plan Chapters based on City staff comments.

The Consultant will also develop a template for the Draft Specific Plan document in Adobe InDesign or comparable layout program. Each chapter shall identify principles for the given topic

supported by goals, policies, standards, and guidelines as appropriate, including objective design standards. The Draft Plan shall include supporting graphics, maps, and images that support the narrative.

At a minimum, the Specific Plan should include the following chapters:

- Introduction
- Vision and Guiding Principles
- Goals and Policies
- Land Use Plan
- Circulation and Parking
- Implementation Chapter
- Urban Design Guidelines and Objective Standards (Building, Open Space, Streetscape/Public Realm)

Task 7.1 Deliverables

- Administrative Draft Station Area Specific Plan:
 - One (1) Microsoft Word copy of the Plan (text only);
 - One (1) Adobe InDesign template for the Plan document;
 - One (1) Adobe InDesign copy of the Plan;
 - All electronic source files used to create the document; and
 - All supplementary electronic files to the report.

7.2: Community Open House #1 and TAC Meeting #3

The Consultant will assist City Staff in hosting an open house to present the Draft Plan to the community and provide an opportunity for the community to comment. The Consultant will prepare the PowerPoint Presentation and exhibition boards for the open house. An Open House Summary Memo will be prepared by the Consultant and published on the City's website within two weeks of the workshop. The Consultant will also convene and facilitate a third TAC meeting around the same time as the Community Open House.

Task 7.2 Deliverables:

- Draft and Final Open House materials (agenda, sign-in sheet, presentations, boards, etc.)
- Draft and Final Open House Summary Memorandum
- Draft and Final TAC meeting materials (agenda, sign-in sheet, presentations, boards, etc.)
- Draft and Final TAC meeting summary Memorandum

TASK 8: TRANSPORTATION IMPACT PARKING ANALYSIS

8.1 Transportation Impact Analysis (TIA)

Consultant will analyze development scenario(s) for Traffic Level of Service (LOS) impacts in accordance with the City's Transportation Analysis Policy and will propose and analyze a range of options including physical roadway capacity and transportation demand management strategies to address any adverse effects. The Consultant shall assume 40 intersections and three scenarios (Existing, Background, Background Plus Project, Cumulative, and Cumulative Plus Project). City Staff will work with the Consultant to confirm the number of intersections and scenarios to be included in the preferred alternative scenario. City Staff can also facilitate outreach and

coordination to the San Jose Department of Transportation to confirm their TIA guidelines/requirements for any shared intersections/roadways in the Station Area. Any physical roadway capacity improvements will take into consideration Complete Streets and safety principles. The memorandum for this subtask will be combined with subtask 7.2. Suggested physical capacity or signaling improvements should be reflected/documentated in Task 8.1.

8.2: Parking Analysis

This subtask will also include a parking demand management analysis consistent with the preferred alternative and overall plan vision. The Consultant will establish a cumulative parking demand and identify demand management strategies to implement the preferred plan. The analysis will utilize ULI shared parking strategies and ITE methodologies. Coordination with the VTA BART Phase II Team and other transit providers at the Santa Clara Station will be necessary to reflect park-and-ride trips into the demand analysis. The analysis will also quantify the parking demand reduction expected due to proximity to high quality transit service and the proposed mix of land uses. The Consultant will integrate strategies to manage curb management and on-street parking facilities into the larger parking strategy. Furthermore, the Consultant will provide a high-level analysis of potential reductions in parking demand from increased use of rideshare and reduced auto-ownership among growing segments of the population. The Consultant will also develop recommended changes to the City's adopted parking standards, including shared parking considerations. The TIA and parking analysis will be documented in a summary memorandum with any associated technical appendices.

Deliverables (8.1 and 8.2):

- Admin Draft Transportation Impact Analysis and Parking Demand Management Memorandum
- Draft Transportation Impact Analysis and Parking Demand Management Memorandum
Final Transportation Impact Analysis and Parking Demand Management Memorandum

TASK 9: INFRASTRUCTURE FINANCING

9.1 Infrastructure/Public Services and Implementation

The Consultant shall include information about services and infrastructure needed to implement the Plan, including specific policies regarding utilities, public safety, and parks.

The Plan shall also identify actions and strategies for its implementation, including needed infrastructure improvements and financing strategies to enable these improvements, such as roadways, stormwater treatment, parkland and facilities, enhanced or new pedestrian and bicycle facilities, public safety (fire & police) equipment or infrastructure needs to address growth, and electric utility infrastructures to meet electric demand. An evaluation of projected costs and revenues associated with the proposed improvements, including new streets, other public facilities, and utility infrastructure, and its potential effect on the City's budget should also be included. Specifically, sewer models – including pump station capacity – will need to be run once the sizing of the Specific Plan land use mix is determined (i.e., number of housing units and square footage of commercial space). The Plan shall study potential relocation of existing SVP utilities infrastructure affected by the Plan and new SVP electric infrastructure that might be required to be able to serve intensified uses in the Station Area.

9.2 Infrastructure and Amenities Financing

This task is focused on determining the necessary infrastructure (including water treatment facilities), cost estimates, and phasing to implement the Specific Plan. Consultant will identify the specific cost of the infrastructure items and the impact fees associated with each to assist the City with bringing forward an area impact fee to City Council. Consultant will also develop financing strategy such as infrastructure fee and/or assessment district to finance the construction in a manner consistent with development timing (including parkland/open space). Multimodal and streetscape improvements, such as enhanced or new bicycle and pedestrian facilities, street furniture, and streetscape improvements that would support Transit-Oriented Communities and Complete Streets should be included.

Deliverables (9.1 and 9.2):

- Draft Infrastructure Summary Memorandum
- Final Infrastructure Summary Memorandum

TASK 10: DRAFT SPECIFIC PLAN REFINEMENT

10.1 Plan Refinement

The Consultant will refine the Draft Plan from Task 6 based on the comments received from the Open House, TAC meetings and City Staff. The plan refinement may require multiple revisions (up to three) in coordination with City Staff. The Consultant should propose a alternatives analysis process for arriving at the preferred alternative. The timing of Open House #2 (Task 8.2) should be strategically timed to allow for final community feedback into the Draft Final Plan to be presented to the Planning Commission and City Council in the next phase of work.

Task 10.1 Deliverables:

- Draft Final Station Area Specific Plan:
 - One (1) Adobe InDesign copy of the Plan;
 - All electronic source files used to create the document; and
 - All supplementary electronic files to the report; and
 - One (1) fully editable PDF copy of the Plan

TASK 11: CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) CLEARANCE

The Consultant will prepare a program-level Initial Study and likely environmental impact report (EIR) with necessary technical studies. Together, these studies will thoroughly and adequately assess the impacts of the Draft Specific Plan and comply with the provisions of the California Environmental Quality Act (CEQA).

11.1: Define Project, Review Data, Determine Existing Conditions, and Determine CEQA Strategy

The Consultant shall work with City staff to define and determine the CEQA strategy necessary to prepare and complete the required CEQA documentation for adoption of the Specific Plan. The Consultant shall participate in a kick-off meeting and any needed follow-up communication to

determine the CEQA strategy and schedule. This work should include but is not limited to: defining the scope, identifying the sections to include in the environmental document, collecting the necessary data and research, and determining the existing conditions.

Task 11.1 Deliverables:

- Attend CEQA Clearance Kick-off meeting
- CEQA Strategy and Schedule Memorandum

11.2 Prepare Draft Environmental Review Clearance Documents

The environmental review scope is anticipated to include a program level Initial Study with technical studies, and Negative Declarations or Mitigated Negative Declarations that tier off of the certified Environmental Impact Report (EIR) for the City of Santa Clara 2010-2035 General Plan. However, an EIR may also be required. The document will address all required CEQA topics. The selected Consultant may include sub-consultants to conduct environmental review in specific technical areas. At a minimum, technical studies will be required for cultural resources, traffic, and air quality. Environmental Review Clearance documents shall incorporate results of water supply assessments and hydraulic studies. Consultant should be able to prepare recommendations to address potential water supply impacts that may arise.

Task 11.2 Deliverables:

As necessary, depending on the determined CEQA strategy, the following deliverables may be applicable:

1. Prepare a Notice of Preparation (NOP) (one draft and one final).
2. Attend and assist City staff with the scoping meeting; review, compile, and respond to comments received.
3. Prepare Administrative and public Draft EIR.
4. Prepare a Notice of Completion (NOC) and Notice of Availability (NOA) (one draft and one final).
5. Prepare the First Amendment to the Draft EIR; including Response to Comments, Mitigation Monitoring and Reporting Program, CEQA Findings, and Statement of Overriding Considerations, if applicable.
6. Notice of Determination (NOD) (one draft and one final).
7. Attend one (1) Planning Commission and one (1) City Council hearing.
8. Prepare the final integrated environmental document (Adobe PDF, searchable and fully accessible)

TASK 12: PLANNING COMMISSION AND CITY COUNCIL MEETINGS

The Consultant shall attend and support staff in presenting the Specific Plan at study sessions and public hearings before the Planning Commission and City Council to adopt the Plan. Specifically, this includes two (2) Planning Commission Study Sessions, two (2) City Council Study Sessions, one Planning Commission recommendation hearing, and one City Council adoption hearing. The Consultant will also prepare PowerPoint presentations for Planning Commission and City Council Meetings and assist with supplying materials to support the staff reports.

Task 12.1: Planning Commission Study Sessions and Hearings

The Consultant shall make changes to the Draft Final Specific Plan (text and/or graphics) based on the Planning Commission's recommendations.

Task 12.2: City Council Study Sessions and Hearings

The Consultant shall make changes to the Draft Final Specific (text and/or graphics) based on the City Council's recommendations.

Deliverables:

- Attend Planning Commission Hearings
- Attend City Council Hearings
- PowerPoint Presentations

TASK 13: OPTIONAL TASKS

Should the Consultant identify an additional topic that should be addressed in the Specific Plan, they are encouraged to propose additional topics. Consultants should include work plan language and pricing for any additional/optional tasks proposed.